



New Member Information

General Committee of Adjustment GO-001

**Representing Former Territories
On BNSF Railway Company**

NP / CB&Q / SLSF / FWD / GN-E / GN-Y

And Various Short Line Properties



Introduction

This information was prepared by SMART-TD General Committee of Adjustment GO-001 as a means of providing the necessary assistance to properly execute and apply the rules, agreements and understandings under our jurisdiction. It also contains basic information regarding membership in SMART and its benefits. Should there be any questions regarding the proper interpretation or application of any of the material provided by this office, please contact your SMART-TD Local Chairperson for assistance and guidance. To determine the proper Local Chairperson having jurisdiction at your location and their contact information, please see the Local Chairperson listing in Section 2.

This information may also be supplemented by material provided by the SMART-TD Local Training Coordinator, Legislative Representative, etc. Should any questions or concerns arise regarding any material that is included, but not issued by this office, please contact the source for assistance.

The information is organized by index and references our General Committee website (www.SmartUnion001.org) often. You can find Agreements pertaining to our General Committee under the “Resources” tab. Additionally, please refer to the website for periodic Agreement updates, current Local Chairperson information, current rates of pay, etc.

This office is only accountable for the original material provided. All information provided by this office will be listed in the following “Table of Contents” and will contain a footnote with a publication date. Agreements and procedures change often. If you have any doubt as to whether or not you have the most recent documents, please contact your SMART-TD Local Chairperson or this office for more information.

Any concerns regarding the preparation or accuracy of this material should be brought to the attention of this office as follows:

**SMART-Transportation Division GO-001
1603 N State Highway CC
Nixa, MO 65714
(303) 420-1848**

TABLE OF CONTENTS

Introduction.....	1 Page
Table of Contents	1 Page
Section 1	
General Information.....	3 Pages
Directory of Benefits.....	2 Pages
Why Dues Are Important.....	1 Page
Your Union Dollar	1 Page
Fringe Benefits.....	1 Page
SMART-TD PAC.....	1 Page
Section 2	
General Committee Office & Staff.....	1 Page
GO-001 Local Chairpersons	18 Pages
Section 3	
National & System Agreement Introduction	1 Page
Section 4	
Claim Handling (Merit & Discipline).....	3 Pages
Statement of Facts Form	1 Page
Section 5	
Conductor Training Program Introduction	4 Pages
Conductor Training Agreement	25 pages
Section 6	
Locomotive Engineer Training Program Introduction	1 Pages
Locomotive Engineer Training Agreement	21 pages



What is a Union?

- A union is a group of workers who join together to achieve certain goals and objectives. Negotiating improved wages, working conditions and benefits are common goals to most of today's organized labor. Ensuring fair treatment from employers in matters of job assignment, layoffs and promotions are other areas of collective bargaining in which unions play a major role.
- Belonging to a union provides services and protection that can only come from coverage of collective bargaining agreements negotiated by experienced labor leaders.
- All operating employees on BNSF Railway Company must belong to an operating union. These "union shop" agreements ensure that all employees benefitting from existing and future agreements governing our wages and benefits share in the cost of maintaining these high standards.

SMART-TD (International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division)

- In 1969, The Brotherhood of Railroad Trainmen, the Brotherhood of Locomotive Firemen & Enginemen, the Order of Railroad Conductors & Brakemen and the Switchmen's Union of North America merged to become the United Transportation Union (UTU) with its International office headquartered at Cleveland, Ohio. Although this Organization's membership primarily consisted of Conductors, Brakemen, Switchmen, Yardmasters, Hostlers and Locomotive Engineers, it has continued to grow and diversify over the years to also include other associated railway crafts, bus operators and mechanics, and airline pilots.
- In 2007, the members of the UTU voted to merge with the SMWIA (Sheet Metal Workers International Association), thereafter becoming the Transportation Division of SMART. While there were some initial barriers to the merger, it was eventually consummated in 2011.
- The Transportation Division currently represents about 125,000 active and retired railroad, bus and mass transit workers in the United States and Canada. With offices in Cleveland, Ohio and Washington, D.C., SMART-TD is the largest railroad operating union in the rail industry. It includes approximately 500 locals in North America, representing railroad, bus and mass transit employees on every Class 1 railroad, many regional and short line railroads, and approximately 45 bus and transit systems. Recently, our membership has grown to include airline pilots, dispatchers and other airport personnel.
- To learn more about the Transportation Division or to obtain helpful and informative union-related documents, please visit their website at: www.SMART-Union.org/td

How is the Transportation Division organized?

- The collective, or bargaining, branch of SMART-TD has three levels of operation.
- The Local Committee of Adjustment (LCA) is the first level of handling for all claims and grievances and has the authority to enter into and interpret local agreements. Each Local may have more than one LCA, depending on the craft diversity of those represented, with each one exercising jurisdiction in the designated craft. Each LCA is headed by a Local Chairperson who is elected from the craft every four years.
- The General Committee of Adjustment (GCA) handles all claims and grievances once local efforts have been exhausted and generally has jurisdiction over numerous LCAs. This Committee has the authority to enter into and interpret agreements affecting all LCAs under its jurisdiction. It is headed by the General Chairperson, who is elected every four years.
- The International serves as both the administrative body for the entire Organization and the bargaining agent for matters of national scope. Officers serving at this level are elected every four years by the elected delegates from each Local.

The SMART Constitution

- The SMART Constitution is a set of rules and regulations by which our organization operates. The portion governing the operation of the Transportation Division may be found in Article 21B of that publication. From the International Bylaws to the duties of the Local Chairperson and how local meetings are run, Article 21B is referenced across our Division on a daily basis. In order to exercise your rights contained in the Constitution, you must be a member in good standing with our organization. The current SMART-TD Constitution (Article 21B) can be found at www.Smart-Union.org/td/documents (bottom of the page).

Union Participation

- For a member to fully benefit from Union membership, they should attempt to attend all regular and special SMART-TD local meetings. Our collective bargaining agreements (local, system and national) are continually scrutinized and challenged by the Carrier; thus, requiring periodic changes in our posture. There is no better way to stay abreast of these changes, and protect your collective rights, than to frequently attend these functions and actively participate.
- Members can also participate by volunteering to serve on local special committees or running for many of the elected offices within the Organization. Both can serve as a learning experience and can ensure that your voice is being heard. Unlike a business or corporation where direction is generally borne from senior management, the elected officers of your union are predominantly influenced by the core membership ranks. Union officers are elected to represent and serve their members. Being part of this can provide a sense of gratification and solidarity.

SMART-TD Membership Benefits and Services

- United Transportation Union Insurance Association (UTUIA) - Membership in the Transportation Division provides access to a multitude of insurance policies offered by UTUIA that are designed to minimize possible losses due to hardship, injury or death. Affiliation with this group also allows any premiums to be conveniently deducted from your payroll earnings. UTUIA employs numerous Field Representatives that continue to hold seniority in the craft and are intimately familiar with your workplace. If you have not had the opportunity to speak with a representative at one of your local SMART-TD meetings, visit their website at: www.utuia.org
- Designated Legal Counsel (DLC) - Employees who suffer a personal injury while in the service of a rail carrier are subject to the Federal Employee's Liability Act (FELA). The Act was enacted in the early 1900's to address the number and severity of accidents in the industry. Unlike Workman's Compensation, financial remedy under the Act is relative to the employee's culpability or contribution to the incident. It is therefore essential that our members know their rights and have access to professional consultation to assist with the reporting and handling of their injury.
- In an effort to provide our members with this assistance, the Transportation Division has 'designated' legal counsel that are familiar with the provisions of the Act and are experienced and knowledgeable in representing injured employees. Many of these legal counsels also employ field representatives that regularly attend local meetings.
- Please take the time to familiarize yourself with your rights when injured on the job and do not hesitate to enlist the help of DLC or their field representatives for additional consultation and advice. A complete list of SMART-TD DLC, and current contact information, can be found at www.Smart-Union.org/td/designated-legal-counsel.
- SMART-TD Political Action Committee (UTU PAC) - The UTU PAC allows our Organization to financially assist the people in public service that are sympathetic to the needs of our members. Due to the nature of our industry, the political arena may heavily influence job availability, our workplace environment and your pension. Contributing to the UTU PAC assists our Legislative Department with influencing the decisions important to all of us. More on the UTU PAC may be found at www.Smart-Union.org/td/washington/tdpac and you may wish to contact your Local's Legislative Representative to learn how to participate.

Railroad Health and Welfare Plans Directory of Benefits

Highmark (BCBS)

(<http://www.highmark.com>) (<http://www.bcbs.com>)

- Active SMART TD members and others covered under the **NRC/UTU Health and Welfare Plan (690100)** or the **National Health and Welfare Plan (GA-23000)** should send claims to Highmark Blue Cross Blue Shield, RR Dedicated Unit, P.O. Box 890381, Camp Hill, PA 17089-0381. Individuals who need information about the Comprehensive Health Care Benefit or Managed Medical Care Program should call **1-866-267-3320**.

UnitedHealthcare

(<http://www.myuhc.com>)

- Active SMART TD members and others covered under the Comprehensive Health Care Benefit or the Managed Medical Care Program of the **NRC/UTU Health and Welfare Plan (GA-690100)** should send claims to UnitedHealthcare, P.O. Box 30985, Salt Lake City, UT 84130-0985. For information, call **1-888-445-4379**.
- Active SMART TD members and others covered under the Comprehensive Health Care Benefit or the Managed Medical Care Program of the **Railroad Employees' National Health and Welfare Plan (GA-23000)**, and retired members and others covered under **UnitedHealthcare Group Policies GA-46000 or GA-23111 Plans A, B, C or E** should send claims to: UnitedHealthcare, P.O. Box 30985, Salt Lake City, UT 84130-0985. For information on **GA-23000**, call **1-800-842-9905**. For information on **GA-46000 or GA-23111 Plans A, B, C or E**, call **1-800-842-5252**.
- For the **Medical Care Coordination Program** (for general questions or to obtain mandatory prior approval for certain tests and procedures as required under the Plan), call the telephone number on your medical identification card.
- For retired SMART TD/UTU members and others covered under **GA-23111 Plan F**, the Medicare Supplement, send claims to UnitedHealthcare, P.O. Box 30304, Salt Lake City, UT 84130-0306. For information, call **1-800-809-0453**.
- For **NurselineSM**, which provides 24/7 access to live nursing professionals and other information, call **1-866-735-5685**.

United Behavioral Health

(<http://www.liveandworkwell.com>)

- SMART TD members and others covered for medical benefits under The **NRC/UTU Health and Welfare Plan** or The **Railroad Employees' National Health and Welfare Plan (GA-23000)** needing to take advantage of mental health and substance abuse benefits administered by United Behavioral Health should call **1-866-850-6212**.

Aetna

(<http://www.aetna.com>)

- Those individuals enrolled in the Managed Medical Care Program administered by Aetna under the **NRC/UTU Health and Welfare Plan** should send claims to Aetna, P.O. Box 981106, El Paso, TX 79998-1106. For information, call 1-888-332-8742.
- Those individuals enrolled in the Managed Medical Care Program administered by Aetna under the **Railroad Employees' National Health and Welfare Plan** should send claims to Aetna, P.O. Box 981106, El Paso, TX 79998-1106. For information, call 1-800-842-4044.
- Send claims for dental benefits under Aetna Group Policy GP 12000 to Aetna, P.O. Box 14094, Lexington, KY 40512. Call toll-free 1-877-277-3368.

Express Scripts

(<http://www.express-scripts.com>)

- Members covered under the **NRC/UTU Health and Welfare Plan**, the **Railroad Employees' National Health and Welfare Plan (GA-23000)** or **UnitedHealthcare Group Policy GA-46000** are eligible for a prescription drug care plan and a mail-order maintenance-medication benefit. For information about the drug program under the **NRC/UTU Health and Welfare Plan**, **GA-23000** and **GA-46000**, call **1-800-842-0070**.

MetLife

(<http://www.metlife.com>)

- Active and retired employees who need information about life and accidental death and dismemberment insurance benefits administered by MetLife as provided for in the **NRC/UTU Health and Welfare Plan** and the **Railroad Employees' National Health and Welfare Plan** should contact MetLife, P.O. Box 14401, Lexington, KY 40512-4401, or call **1-800-310-7770**.

EyeMed Vision Care

(<http://www.eyemedvisioncare.com/railroad>)

- Members inquiring about the benefits of the **National Vision Plan** should call **1-855-212-6003**.

U.S. Railroad Retirement Board

(<http://www.rrb.gov>)

- Active and retired employees are encouraged to contact an RRB representative to inquire about their benefits. Local and regional board offices can be located on the above website or by calling **1-877-772-5772**.

Palmetto GBA Railroad Medicare

(<http://www.palmettogba.com>)

- Retired employees and/or dependents entitled to **Railroad Medicare** who need information about their Part B benefits may contact Palmetto GBA by calling toll-free **800-833-4455**.

Miscellaneous

- For former **Switchmens' Union of North America (SUNA)** members holding permanent life insurance under **Aetna Group Policy 47350**: Aetna Life and Casualty, 620 Erie Blvd. West, P.O. Box 4951, Syracuse, NY 13221-4951. Call **315-424-4614**.
- For Yardmaster insurance coverage under **Supplemental Sickness (G-9000)** call Trustmark at **1-800-877-9077**; for **Supplemental Life 29649-G (1898024)** call Minnesota Life at **1-800-328-9442, Ext. 55346**.

\$2,000 retiree life insurance benefit

- If you retired from railroad service on or after April 1, 1967, you may be eligible for a \$2,000 Retiree Life Insurance benefit. Benefits are administered by MetLife for all retirees from railroads participating in the **NRC / UTU Health & Welfare Plan** and the **Railroad Employees National Health and Welfare Plan (GA-23000)**. To file a claim or to obtain a change-of-beneficiary card, call MetLife at **1-800-310-7770**. Retirees are urged to keep this notice with their other important documents and to keep the designated beneficiary up-to-date. When filing a claim, the date the employee last worked, the name of the employing railroad and the employee's Social Security number will assist in the prompt processing of claims.

Southern Benefit Administrators - VSTD

- SMART TD railroad members covered under the **SMART Voluntary Short Term Disability plan** may obtain information for filing a claim on the SMART VSTD website (www.smart-vstd.com). Claim forms, along with instructions for completing the claim form, can be downloaded from the website above. Questions should be directed to **Southern Benefit Administrators** at **844-880-1071**.

Southern Benefit Administrators – VSTD Bus Plan

- SMART TD bus members covered under the SMART Voluntary Short Term Disability bus plan may obtain information for filing a claim on the SMART VSTD website (www.smart-vstd.com). Claim forms, along with instructions for completing the claim form, can be downloaded from the website above. Questions should be directed to **Southern Benefit Administrators** at **844-880-1071**.

MetLife - VLTD

- SMART TD railroad members covered under the **Voluntary Long Term Disability (VLTD) plan** may obtain information for filing a claim on the SMART TD website (www.smart-union.org/td). Claim forms, along with instructions for completing the claim form, can be downloaded from the "Rail Disability Insurance" link in the Insurance drop-down menu on the SMART TD homepage. Questions should be directed to **MetLife Customer Service** at **1-800-300-4296**.

MetLife – VLTD Bus Plan

- SMART TD bus members covered under the **Voluntary Long Term Disability (VLTD) bus plan** may obtain information for filing a claim on the SMART TD website (www.smart-union.org/td). Claim forms, along with instructions for completing the claim form, can be downloaded from the "Bus Disability Insurance" link in the Insurance drop-down menu on the SMART TD homepage. Questions should be directed to **MetLife Customer Service** at **1-800-300-4296**.

www.YourTrackToHealth.com

(<http://www.ytth.com>)

- A website collaboratively developed by rail labor and rail managers to provide information about all the **National Rail Health and Welfare Plans and Wellness benefits** for employees and dependents.

Why Are Your Dues Important?

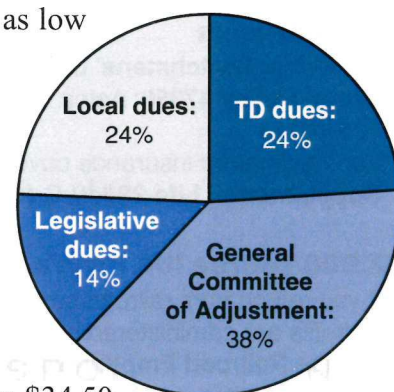
SMART Transportation Division members benefit from many years of successful collectively bargained negotiations and enjoy some of the most progressive benefits and services in organized labor. Benefits of membership include excellent wages; seniority rights; health, welfare and pension benefits; paid vacations and holidays; experienced representation, and legislative strength. Additionally, SMART-TD general committees, state legislative boards and local officers work hard to see that members' contracts are not violated, that their work rules are reasonable, their wages are protected and their working conditions are as safe as possible.

However, it costs money to maintain these advantages of membership. Since its formation as the UTU in 1969, SMART-TD leaders have fought to keep dues contributions by members as low as possible while simultaneously taking care of members' interests.

Where does the money go?

There are several different union divisions to which a member pays dues.

Unless a member volunteers to donate to the SMART-TD Political Action Committee, no amount of money is taken from these dues to directly fund any political activity. The four areas of contribution are:



TRANSPORTATION DIVISION DUES: This is the only part of a member's dues payment that supports the entire organization. Currently, each member pays \$34.50 per month. Of this amount, 25¢ goes into the Strike Fund, 50¢ goes to the Public Relations Fund, \$2 into the Convention Fund, \$1 into the Maintenance of Membership Fund, and \$1.25 for education and training programs. The remaining balance pays for offices in Cleveland and Washington, D.C.; full-time legal counsel; salaries of officers and staff, and all operating expenses, including dues to the AFL-CIO and CLC.

GENERAL COMMITTEE OF ADJUSTMENT DUES: This amount is established by the general committee of adjustment to generate funds to take care of members' interests on individual properties. The amount paid in this category differs from property to property. This rate is set by the local chairpersons who are under the jurisdiction of the General Committee of Adjustment.

LEGISLATIVE DUES: This amount goes to operate the state legislative board in the member's state. The amount is set by a vote of the local legislative representatives who are members of the state legislative board. This legislative fund protects members on the state level by promoting policies and programs that deal with on-the-job safety and sanitation, and many other job-related problems. It is not used to assist political candidates.

LOCAL DUES: Local dues are separated into two categories: local dues and local committee of adjustment dues. These dues support the costs of both, providing representation at the local level and the costs of operating the local, such as wages of the officers, rent, supplies and other expenses. The level of dues in each of these categories is set by a vote of the members of the local and local committee of adjustment.

Union membership doesn't cost, it pays!

According to the U.S. Bureau of Labor Statistics, union workers are paid about 21 percent more than non-union workers, and their fringe benefits are typically worth two to four times as much. Also, 93 percent of union workers have health insurance, compared with 69 percent of non-union workers. Union workers also see their wages and benefits go up faster than non-union workers.

SMART-TD has long recognized that it must aggressively work to keep the wages and benefits enjoyed by its members the highest in the transportation industry. Members' dues continue to make that possible.

For additional information, email membershipservices@smart-union.org or call 216-228-9400.

YOUR DOLLAR AT WORK

Ever wonder how the money contributed to your union dues is divided?
This breakdown shows you where every dollar goes to protect you ...



TRANSPORTATION DIVISION

24950 Country Club Blvd., Suite 340
North Olmsted, OH 44070-5333



24 cents: Local dues

Proceeds from local dues go to both your Local and local committee of adjustment. These dues support the costs of both, providing representation at the local level and the costs of operating the local, such as wages of the officers, rent, supplies and other expenses. The level is set by a vote of the members of the local and local committee of adjustment.

24 cents: Transportation Division dues

This is the only part of your dues payment that supports the entire organization. This portion is distributed to funds covering strikes, public relations, conventions, maintenance of membership and education and training. It also pays for staffing, legal counsel, union offices and all operating expenses. The level is set by the SMART Constitution.

38 cents: General Committee of Adjustment dues

This amount of your dues is used to take care of members' interests on individual properties. *The amount paid in this category can differ from property to property.* This rate is set by the local chairpersons who are under the jurisdiction of the General Committee of Adjustment.

14 cents: Legislative dues

This goes to operate the state legislative board in your state. The amount is set by local legislative representatives who are members of the state legislative board. This fund protects members on the state level by promoting policies and programs that deal with on-the-job safety and sanitation. *It is not used to assist political candidates.*

FRINGE BENEFITS

The following breakdown represents the estimated value of so-called fringe benefits accruing to operating employees with annual wages of \$137,700/\$102,300 * or more during the calendar year of 2020. The money values set forth are computed on costs actually known as of January 2020.

	PAID BY THE CARRIER	PER YEAR	# DURING MONTH
	Railroad Retirement Tier 1 (6.20%)	\$8,537.40	\$711.45
	Railroad Retirement Tier 2 (13.10%)	\$13,401.30	\$1,116.78
1/	Unemployment (RUIA)	\$1,102.23	\$91.85
4/	Health Plan (GA-23000) (Inc. Life/AD&D)	\$19,281.48	\$1,606.79
	Health Plan -- Retiree (GA-46000)	\$1,372.44	\$114.37
	Dental Plan (GP-12000)	\$764.04	\$63.67
	Vision Plan	\$101.28	\$8.44
2/	Vacations	\$3,008.00	\$250.67
2/	Holidays	\$1,569.52	\$130.79
3/	Other	\$662.55	\$55.21
		<hr/>	<hr/>
		\$49,800.24	\$4,150.02
	RAILROAD RETIREMENT TAX	Tier 1 (6.2%)	\$8,537.40
	PAID BY EMPLOYEE	Tier 2 (4.9%)	\$5,012.70
			<hr/>
		\$13,550.10	\$1,129.18

* \$137,700 represents the minimum annual wage subject to a maximum railroad retirement Tier 1 tax.
 \$102,300 represents the minimum annual wage subject to the maximum railroad retirement Tier 2 tax.
 Medicare is taxed at a rate of 1.45% with no annual maximum applicable.

Per year total divided on a pro-rata basis per calendar month and rounded to the nearest 1 cent equivalent.

1/ This tax requirement will vary from year to year based upon the individual railroad's experience rating. The amount shown here is based on the Tax Rate of 5.55% and based on employee earnings of not more than \$1,655.00 per month and \$19,860.00 per year. The maximum rate is 12.0%.

2/ Taxable to employee as income.

3/ Includes jury duty pay, bereavement pay, \$300,000 AD&D and liability insurance as part of the Off-Track Vehicle Accident provisions, along with other miscellaneous items attributable to fringe benefits.

4/ Employee contribution to Health Plan is \$228.89/month effective July 1, 2016.

NOTE: Current information on Vacations, Holidays and Other no longer available.
 Information from 1987.

SMART-TD
 December, 2019

SMART TD POLITICAL ACTION COMMITTEE

GIVE LIKE YOUR JOB DEPENDS ON IT ... BECAUSE IT DOES.

THE SMART TRANSPORTATION DIVISION'S POLITICAL ACTION COMMITTEE IS AN INVESTMENT IN THE FUTURE.

SMART Transportation Division (formerly United Transportation Union or UTU) members, active and retired, need and deserve good government and sympathetic legislators. That's because, compared with others, our jobs, pensions and futures are more directly affected by the actions of state and national lawmakers.

SMART TD and our members must work for and help candidates whom we feel are capable and knowledgeable and who recognize the problems that affect airline, bus, rail and transit workers.

The best way to help elect representatives that understand the concerns of SMART TD members is by contributing to the **SMART TD PAC**.

The best way to have a voice in matters that affect your finances and your family is by contributing to the **SMART TD PAC**.

You joined your fellow workers for the fraternal benefits of SMART TD membership, so why not join them to help elect compassionate state and national lawmakers?

SMART TD PAC is federally registered. By law, **SMART TD PAC** relies solely on voluntary contributions from SMART TD members. Contributions to **SMART TD PAC** are then used to provide financial assistance to the campaigns of federal and state candidates who will work to pass legislation that protects and promotes air, bus, rail and transit issues of importance to SMART TD members.

- **SMART TD PAC** contributions can be started or increased anytime, and they are deducted automatically from your paycheck.
- **SMART TD PAC** contributions also may be made on a one-time basis by check, anytime, by active members, retirees, and all individuals who seek a more responsive government.
- **SMART TD PAC** contributes to qualified state and national political candidates, regardless of party affiliation.
- **SMART TD PAC** protects the interests of active and retired members and safeguards laws, working conditions and pension rights.
- **SMART TD PAC** has well-organized advisory boards in 49 states and the District of Columbia, and an office in Washington, D.C.
- **SMART TD PAC** has more than 28,000 members across the country. They welcome your support and investment in the future of our great nation.

To obtain a **SMART TD PAC** donation form, or receive more information, send an email to TDPAC@smart-union.org.





General Committee of Adjustment GO-001

The above GCA represents conductors, brakemen, switchmen, hostlers and locomotive engineers on the former NP / CB&Q / SLSF / FWD / GN-E / GN-Y territories on the BNSF Railway Company, and various short line properties. The territories stretch geographically from Birmingham, Alabama to Seattle, Washington, and our jurisdiction comprises approximately 46% of SMART-represented positions on BNSF. We currently maintain an office located in Nixa, Missouri. This office is staffed by a total of seven full-time employees that are elected from the craft and two full-time Administrative Assistants. Current staffing is as follows:

General Chairperson

J. M. LaPresta

Associate Chairpersons (listed alphabetically)

JB Brown
Travis Harms
Brent Lind
Nathan MacDonald
RC Taylor
Billi Vavra

STAFF

Kathleen Romero
Cindi Schmoldt

Contact Information

SMART-Transportation Division GO-001
1603 N State Hwy CC
Nixa MO 65714
Tele: 303-420-1848
Fax: 417-374-0136

Under the jurisdiction of this GCA are 60 separate Locals. Within these Locals are 120 Local Committees of Adjustment (LCA), each with a Local Chairperson representing various crafts. On the following pages you will find a listing of all the designated Local Chairpersons, including their contact information. Should you require assistance at any of these locations, please contact the appropriate Local Chairperson.

LAKE SUPERIOR 01 Seniority District

Terminals (Locals)

Minneapolis, MN (1000)

Sioux City, IA (418)

Superior, WI (832) (1175)

Willmar, MN (1177)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Minneapolis, MN

Pat Dwyer

Tele: 612-910-3834

Local 1000 (Y)

Email: PATARAK623@AOL.COM

Lee Flandrich

Tele: 651-587-0533

Local 1000 (C/T)

Email: DMIR.TBIRD@GMAIL.COM

Dave Lund

Tele: 651-405-0944

Local 1000 (E)

Email: PJKDAL@YAHOO.COM

Mili Milovanovic

Tele: 952-367-7927

Local 1000 (E/Y)

Email: MILOVANOVIC13@GMAIL.COM

Sioux City, IA

Chris Turner

Tele: 712-212-5531

Local 0418 (Y)

Email: CJTURNER712@HOTMAIL.COM

Superior, WI

John Sidorowicz

Tele: 218-349-3040

Local 0832 (E)

Email: JKSIDOROWICZ@CHARTER.NET

Brandon Jenny

Tele: 218-260-5244

Local 1175 (C/T/E)

Email: BLJENNY@HOTMAIL.COM

Bob Latscher

Tele: 218-391-0630

Local 1175 (Y)

Email: LATSCH26@YAHOO.COM

Willmar, MN

Tony Dyrdal

Tele: 623-570-8243

Local 1177 (Y)

Email: THEDYRDALS@HOTMAIL.COM

Corey Spencer

Tele: 320-220-2121

Local 1177 (E)

Email: CSPENCER1177@GMAIL.COM

MINNESOTA 02 Seniority District

Terminals (Locals)

Dilworth, MN (1137)

Grand Forks, ND (525) (1059)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Dilworth, MN

Chad Gobernatz
Tele: 218-289-1709

Local 1137 (C/T)
Email: LC589CCG@GMAIL.COM

Corey Gullickson
Tele: 218-731-3968

Local 1137 (Y)
Email: DILWORTH.YARD@GMAIL.COM

Trent Nelson
Tele: 218-790-4619

Local 1137 (E)
Email: TDNELSON71@GMAIL.COM

Andrew Ostermann
Tele: 701-371-8821

Local 1137 (C/T)
Email: OSTERMANN_7@HOTMAIL.COM

Grand Forks, ND

Jonathan Hughes
Tele: 701-215-0690

Local 525 (Y)
Email: JONATHANHUGHES525@GMAIL.COM

Don Mindt
Tele: 701-720-2594

Local 1059 (E)
Email: DMINDT@SRT.COM

MONTANA DAKOTA 03 Seniority District

Terminals (Locals)

Forsyth, MT (486)
Laurel, MT (3)

Glasgow, MT (1840)
Mandan, ND (1344)

Glendive, MT (486)
Minot, ND (1059)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Forsyth, MT

Terry Laird
Tele: 928-303-9500

Local 486 (C/T/E)
Email: LCLAIRD486@GMAIL.COM

Glasgow, MT

Josh Kittleson
Tele: 406-951-4802

Local 1840 (E)
Email: JOKITTLESON@HOTMAIL.COM

Glendive, MT

Shad Ripley
Tele: 406-939-3070

Local 486 (C/T/E/Y)
Email: RIPLEY@MIDRIVERS.COM

Laurel, MT

Cliff Linster, Jr.
Tele: 406-260-2391

Local 3 (C/T/Y/E)
Email: CLIPHLINSTER@YAHOO.COM

Mandan, ND

Josh Helbling
Tele: 701-400-5793

Local 1344 (Y)
Email: J6852@HOTMAIL.COM

Ben Fricke
Tele: 701-390-4926

Local 1344 (C/T)
Email: DOCT0RNIC@YAHOO.COM

Les Marquart
Tele: 701-226-9634

Local 1344 (E)
Email: LMARQUART1@BIS.MIDCO.NET

Phil Miller
Tele: 701-220-7644

Local 1344 (C/T)
Email: PSMILLER@BIS.MIDCO.NET

Minot, ND

Travis Brown
Tele: 701-500-5768

Local 1059 (Y)
Email: BROWNIE2232@HOTMAIL.COM

Don Mindt
Tele: 701-720-2594

Local 1059 (E)
Email: DMINDT@SRT.COM

ROCKY MOUNTAIN 04 Seniority District

Terminals (Locals)

Great Falls, MT (730)

Havre, MT (544)

Whitefish, MT (891)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Great Falls, MT

Steven McDunn
Tele: 406-231-5523

Local 730 (E)
Email: MCDUNNS@ROCKETMAIL.COM

Kevin Romans
Tele: 406-403-8551

Local 730 (Y)
Email: SMARTTD730S@GMAIL.COM

Havre, MT

Drake Zubatch
Tele: 805-832-2394

Local 544 (Y)
Email: DRAKE_ZUBATCH88@HOTMAIL.COM

Garrett Hanson
Tele: 406-262-3434

Local 544 (E)
Email: GARRETT.HR.HANSON@GMAIL.COM

Whitefish, MT

James Johnson
Tele: 406-390-3899

Local 891 (E)
Email: JBJOHNSON4321@GMAIL.COM

Joshua Ramey
Tele: 406-531-2480

Local 891 (Y)
Email: RAMEYJOSHUA@OUTLOOK.COM

PACIFIC 05 Seniority District

Terminals (Locals)

Everett, WA (1713)
Pasco, WA (977)
Tacoma, WA (556)

Klamath Falls, OR (1841)
Seattle, WA (324) (845)

New Westminster, BC (1713)
Spokane, WA (426) (855)
Wenatchee, WA (426)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Everett, WA

James Weeks
Tele: 425-923-3637

Local 1713 (Y)
Email: GNLOCAL1713@GMAIL.COM

Klamath Falls, OR

Ed Gordon
Tele: 541-892-2301

Local 1841 (Y)
Email: EMGFIRE@AOL.COM

Chris Rodgers
Tele: 541-281-8030

Local 1841 (E)
Email: CCRSIXPACK72@YAHOO.COM

New Westminster, BC

Marcus Schmidt
Tele: 778-242-1579

Local 1713(Y)
Email: MARSCH@LIVE.CA

Pasco, WA

Paul Brown
Tele: 509-531-1317

Local 977 (C/T/E/Y)
Email: BROGOTEE@MSN.COM

Seattle, WA

Brent Azus
Tele: 206-949-3236

Local 845 (Y)
Email: AZUSUTU845@GMAIL.COM

Rich Heeley
Tele: 206-852-9830

Local 324 (E)
Email: RHEELEY764@AOL.COM

Korey McDaniel
Tele: 425-985-5947

Local 324 (C/T)
Email: NP324LC@GMAIL.COM

Spokane, WA

Wes Griffin
Tele: 509-863-4471

Local 426 (C/T/E)
Email: WGRIFFIN001@MSN.COM

Paul Mills
Tele: 509-844-8458

Local 426 (Y)
Email: HPOUTFITTERS1@GMAIL.COM

Tim Horgan
Tele: 509-290-2460

Local 855 (E)
Email: HORGANATOR1@HOTMAIL.COM

Tacoma, WA

Kody Henderson
Tele: 360-402-1827

Local 556 (C/T/E/Y)
Email: KODY_HENDERSON@YAHOO.COM

Wenatchee, WA

Peter Trotta
Tele: 509-714-8959

Local 426 (Y)
Email: PBTROTTA@MSN.COM

Illinois-Wisconsin 06 Seniority District

Aurora, IL (171)	<u>Terminals (Locals)</u> Cicero, IL (620) LaCrosse, WI (311)	Galesburg, IL (195) (1423)
------------------	--	----------------------------

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Aurora, IL

R.T. Harwood Tele: 630-291-9035	Local 171 (C) Email: HARWOODR@SBCGLOBAL.NET
Chris Taus Tele: 630-541-5656	Local 171 (T/Y) Email: C_TAUS@MSN.COM
Peter Darlas Tele: 773-842-0703	Local 171 (E) Email: PETEDARLAS171@GMAIL.COM

Cicero, IL

Mike Evans Tele: 708-473-9801	Local 620 (Y) Email: LOCAL620LC@GMAIL.COM
Delon Anderson Tele: 630-276-8683	Local 620 (E) Email: SMARTTD620@YAHOO.COM

Galesburg, IL

Eric Hart Tele: 309-255-2675	Local 195G (C/T/Y/E) Email: HARTERIC75@GMAIL.COM
Brayden Bent Tele: 309-221-4500	Local 195A (C/T/E) Email: BRAYDEN.BENT@YAHOO.COM
Jerrold Sammons Tele: 309-368-8764	Local 195WO (C/T/E) Email: JCSAMMONS29@HOTMAIL.COM
Bryan Roberts Tele: 309-297-0360	Local 195E (E) Email: BRROBERTS27@HOTMAIL.COM

Galesburg, IL (cont.)

Joe Bresnahan
Tele: 309-337-5025

Local 1423 (Y)
Email: BRESNAHANJ123@GMAIL.COM

Kathy Ward
Tele: 309-299-4656

Local 1423 (E)
Email: KATHY_WARD63@YAHOO.COM

LaCrosse, WI

John Kroll
Tele: 608-386-6151

Local 311 (C/T/Y/E)
Email: JCKROLLUTU@AOL.COM

Missouri 07 Seniority District

Terminals (Locals)

Brookfield, MO (185)

Beardstown, IL (196)

Centralia, IL (196)

West Quincy, MO (219)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Brookfield, MO

Todd Woodside
Tele: 660-973-6947

Local 185 (C/T/E)
Email: TODDWOODSIDE@HOTMAIL.COM

Beardstown, IL

Andy Alloway
Tele: 217-248-8796

Local 196B (C/T/Y/E)
Email: ANDYALLOWAY@GMAIL.COM

Centralia, IL

Josh Fenton
Tele: 618-204-0247

Local 196C (C/T/Y/E)
Email: JOSHFENTON196@YAHOO.COM

West Quincy, MO

Jeff Willis
Tele: 217-242-3650

Local 219 (C/T/E)
Email: JWILLISLOCAL219@GMAIL.COM

Tara Burnside
Tele: 217-248-9724

Local 219 (Y)
Email: TARAB@FRONTIERNET.NET

Nebraska 08 Seniority District

Terminals (Locals)

Creston, IA (199)
Lincoln, NE (305)
St. Joseph, MO (5)

Denver, CO (202)
McCook, NE (626)

Kansas City, MO (5)
Omaha, NE (872)
Wymore, NE (627)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Creston, IA

Vacant
Tele:

Local 199 (E)
Email:

Michael Snyder
Tele: 515-468-1986

Local 199 (C/T/Y)
Email: SNYDERM98@GMAIL.COM

Denver, CO

Jarrod Shaver
Tele: 303-889-9716

Local 202 (C/T)
Email: SHAVER.JARROD@GMAIL.COM

Brad Baker
Tele: 970-580-5169

Local 202 (Y)
Email: SMART202BNYARD@GMAIL.COM

John Schwanik
Tele: 313-590-6375

Local 202 (E)
Email: SMART202BNENGINEERS@GMAIL.COM

Kansas City, MO

Richard Fontenot
Tele: 816-679-8917

Local 5 (Y)
Email: RICHARDFONTENOT77@GMAIL.COM

Eric Reese
Tele: 816-517-6301

Local 5 (E)
Email: EREESE511@GMAIL.COM

Lincoln, NE

Andy Foust
Tele: 402-719-1976

Local 305O (C/T)
Email: LOCAL0305FOUST@GMAIL.COM

Spencer Doyle
Tele: 402-440-5540

Local 305L (C/T)
Email: SMARTLC305@GMAIL.COM

Lincoln, NE (cont.)

Tim Bolton
Tele: 402-770-0116

Local 305 (Y)
Email: PINPULLER_MO@YAHOO.COM

Mitchell Stuhr
Tele: 402-432-3476

Local 305 (E)
Email: LOCAL0305MSTUHR@GMAIL.COM

Ron Trauernicht
Tele: 402-430-9253

Local 0305 (C/T)
Email: LOCAL305RTRAUERNICHT@GMAIL.COM

McCook, NE

Jason Meyers
Tele: 308-345-7694

Local 626 (C/E)
Email: RR-ER@HOTMAIL.COM

Tanner Schlegel
Tele: 308-340-2517

Local 626 (T/Y)
Email: DTSCHLEGEL@YAHOO.COM

Omaha, NE

David Sutter
Tele: 402-740-3998

Local 872 (Y)
Email: SUTTERDAVID75@GMAIL.COM

Mark Weinmann
Tele: 402-968-0862

Local 872 (E)
Email: LOCAL872LCE@GMAIL.COM

St. Joseph, MO

Mitch Corwin
Tele: 816-344-8993

Local 0005 (C/E)
Email: MITCHCORWIN@YAHOO.COM

Brad Nurski
Tele: 816-244-3939

Local 0005 (T/Y)
Email: BNURKY@YAHOO.COM

Wymore, NE

Ron Trauernicht
Tele: 402-430-9253

Local 0305 (C/T)
Email: LOCAL305RTRAUERNICHT@GMAIL.COM

Wyoming 09 Seniority District

Terminals (Locals)

Alliance, NE (934)(962)
Gillette, WY (465)

Casper, WY (1280)
Greybull, WY (1279)
Sterling, CO (1136)

Edgemont, SD (375)
Sheridan, WY (951)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Alliance, NE

Wendie Henderson
Tele: 308-760-3878

Local 934 (C/T/Y/E)
Email: WENDIE65@HOTMAIL.COM

Casper, WY

Kellie Augustyn
Tele: 307-331-5178

Local 1280 (C/T/Y/E)
Email: KJAUGUSTYN@GMAIL.COM

Edgemont, SD

Jeff Reetz
Tele: 605-890-1595

Local 375 (C/T/E)
Email: JEFFREETZ5@YAHOO.COM

Gillette, WY

Kevin Knutson
Tele: 307-660-0256

Local 465 (C/T)
Email: KEVINKNUT@VCN.COM

Peter Newhall
Tele: 307-689-7308

Local 465 (E)
Email: PETENEWHALL@GMAIL.COM

Greybull, WY

Paul Patterson
Tele: 307-921-8828

Local 1279 (C/T/Y)
Email: OBP@TBSCC.COM

Sheridan, WY

Jay Charlebois
Tele: 307-461-7168

Local 951 (E)
Email: JAY.CHARLEBOIS@LIVE.COM

Sheridan, WY (cont.)

Robert Araas
Tele: 307-751-1930

Local 951 (C/T/Y)
Email: ROBERTARAAS@HOTMAIL.COM

Sterling, CO

Dylan Fish
Tele: 308-249-1390

Local 1136 (C/T/Y/E)
Email: DFISH1136@GMAIL.COM

Midwest Seniority District

Terminals (Locals)

Amarillo, TX (1313)

Chaffee, MO (947)

Fort Worth, TX (818)

Memphis, TN (1420)

St. Louis, MO (1388)

Amory, MS (853)

Enid, OK (1016)

Kansas City, MO (5)

Oklahoma City, OK (1042)

Thayer, MO (607)

Wichita Falls, TX (940)

Birmingham, AL (847)

Fort Scott, KS (5)

Madill, OK (949)

Springfield, MO (303)

Tulsa, OK (894) (1289)

Local Chairpersons

(C = Conductors / T = Trainmen / Y = Yardmen / E = Enginemen/Firemen/Hostlers)

Amarillo, TX

Josh Lawrence

Tele: 806-231-4080

Local 1313 (Y)

Email: JOSH.LAWRENCE91@GMAIL.COM

Dirk Petersen

Tele: 806-679-2596

Local 1313 (C/T/E)

Email: DIRKPETERSEN1969@YAHOO.COM

Amory, MS

Kevin Mitchell

Tele: 662-401-5951

Local 853 (C/T/Y/E)

Email: KEVINMITCHELL1@YAHOO.COM

Birmingham, AL

Doug Roberts

Tele: 205-471-3794

Local 847 (C/T/E)

Email: DVROBERTS847ROADLC@YAHOO.COM

Wesley Mayfield

Tele: 256-347-9229

Local 847 (Y)

Email: WAMAY89@YAHOO.COM

Chaffee, MO

Darrell Dannenmueller

Tele: 573-450-2334

Local 947 (C/T/E)

Email: D_TAKEM@ATT.NET

Enid, OK

Travis Buller

Tele: 580-747-0096

Local 1016 (C/T/Y/E)

Email: TBULLER03@GMAIL.COM

Fort Scott, KS

Robbie Fitch
Tele: 417-208-8902

Local 5 (C/T/E)
Email: RRROB57@YAHOO.COM

Fort Worth, TX

Ron Ballard
Tele: 817-807-0910

Local 818 (C/T/Y/E)
Email: RONBALLARD30@YAHOO.COM

Tim Stephens
Tele: 817-253-0419

Local 818 (Y)
Email: TSTEPHENSNTX@HOTMAIL.COM

Kansas City, MO

Eric Reese
Tele: 816-517-6301

Local 5 (E)
Email: EREESE511@GMAIL.COM

Glenn Ritter III
Tele: 816-812-0958

Local 5 (C/T)
Email: RIDDERIII@YAHOO.COM

Madill, OK

Chad Boyd
Tele: 580-513-0569

Local 949 (E)
Email: CBOYD72C@YAHOO.COM

Eddie Sikes
Tele: 580-564-5543

Local 949 (C/T)
Email: EDDIESIKES@YAHOO.COM

Memphis, TN

Brad Norton
Tele: 901-481-2401

Local 1420 (C/T)
Email: UTU1420ROAD@GMAIL.COM

Kevin Spragg
Tele: 901-831-1609

Local 1420 (Y/E)
Email: UTU1420YARD@GMAIL.COM

Oklahoma City, OK

Jerry Carlile
Tele: 405-740-8121

Local 1042 (C/T/Y)
Email: CARLILEJERRY@GMAIL.COM

Springfield, MO

Eric Burrell
Tele: 417-655-0931

Local 303 (C/T) (East-West)
Email: ERICBURRELL32@GMAIL.COM

Jeremy Harper
Tele: 417-280-6665

Local 303 (C/T)(South)
Email: JLHARPER.BNSF@GMAIL.COM

Scott Perryman
Tele: 417-827-6108

Local 303 (Y/E)
Email: SDPERRYMAN@SBCGLOBAL.NET

Johnathon Rosenthal
Tele: 417-840-8352

Local 303 (C/T)(North)
Email: JROSENTHAL059@GMAIL.COM

St. Louis, MO

Frank Derner
Tele: 618-931-0358

Local 1388 (Y)
Email: DRNTRD@GMAIL.COM

Andy Held
Tele: 618-931-0358

Local 1388 (C/T)
Email: ADHELD1388@GMAIL.COM

Thayer, MO

Jeremy Dawson
Tele: 417-372-7881

Local 607 (E)
Email: SPCDAWSON@GMAIL.COM

Rickey Riley
Tele: 870-371-0267

Local 607 (C/T/Y)
Email: RICKEY_RILEY@YAHOO.COM

Tulsa, OK

Brian Cathey
Tele: 850-603-0444

Local 894 (C-T)
Email: LC.SMARTUTU894@GMAIL.COM

Bruce Patrick
Tele: 918-607-1163

Local 894 (C/T)
Email: AIRBORNE.PATRICK@YAHOO.COM

Brian Sconyers
Tele: 918-406-3128

Local 1289 (Y)
Email: CBSCONYERS@GMAIL.COM

Mike Dalcour II
Tele: 918-521-5430

Local 894 (C-T)
Email: ANTHONY.DALCOUR@BNSF.COM

Wichita Falls

Shane Trietsch
Tele: 940-235-0425

Local 940 (C/T/Y/E)
Email: DANIEL.TRIETSCH@BNSF.COM



NATIONAL & SYSTEM AGREEMENTS

Many of the system agreements and understandings applicable on the respective properties of the jurisdiction of this Committee are available in the Resources section of our General Committee website www.SmartUnion001.org.

Note: As with all contractual matters, the content of these documents is sometimes subject to dispute. It is therefore recommended that questions regarding the intent or application of these documents should be directed to your Local Chairperson for interpretation.

The website does not contain any local agreements that are unique to your location. If you would like an electronic copy of those, it is suggested that you attend a local meeting and inquire as to whether such is available. This office will assist any of the Locals under its jurisdiction with electronically formatting their local agreements but the request and document(s) must be furnished through the Local.

A complete electronic library of our national agreements can be found on the SMART-TD International's website at www.Smart-Union.org/td/awards-agreements. The site also provides access to an extensive library of arbitration that may be searched by text.



Claim Handling

(Merit & Discipline)

As with most properties within the rail industry, there are collective bargaining agreements in place that allow an employee the ability to dispute and appeal both merit (pay) claims and disciplinary action. While the individual and respective former territories under the jurisdiction of this Committee have separate agreements governing these processes, they are fundamentally similar with regard to the member's obligation. Following is a brief review of the process. Should you wish to view the individual agreements separately, you may do so by visiting our website.

Merit (Pay) Claims

All merit claims must be submitted to the Carrier within sixty (60) days of the occurrence after which the Carrier has another sixty (60) days in which to issue a declination. Once a claim has been properly declined, you must forward the claim and declination to your Local Chairperson through the LCMS system. All supportive information that is available to you and a statement of facts should be provided to your Local Chairperson. The Local Chairperson will then docket and conference the claim with local Carrier officers within the specified time limit in an attempt to secure payment. If the claim is not resolved or settled to the satisfaction of the Local Chairperson, it will be forwarded to the General Chairperson's office for additional consideration and/or handling. As with all such claims, we have rigid time limits in which to handle these matters so it is imperative that you forward this information to your Local Chairperson as soon as possible. He/she will require adequate time to research, prepare and conference the claim with the Carrier within the time limit. This sometimes may be difficult or impossible if the file needs to be returned to the employee for additional information and/or documentation.

When submitting your request for appeal to the SMART-TD Local Chairperson, it is your responsibility to provide all documentation and support for the claim that is available to you. This is covered by Article 79 of Article 21B of the SMART Constitution with the pertinent part reading as such:

"Grievances must be reduced to writing, contain complete information on the subject matter and be submitted to the Local Committee of Adjustment holding jurisdiction..."

Should your request be lacking documentation or require additional explanation, it will be returned to you. As a learned and wise Local Chairperson once said; “It is easier to get a bad claim paid with good documentation than a good claim paid with poor documentation”. With this in mind, all “operating” claims should include legible copies of the following:

- Timeslip
- Statement of Facts
- Delay Report (if applicable)
- Call Slip
- Declination
- Complete Earnings Statement (816) from the half the violation took place in. (Include subsequent earnings statements if claim was later addressed)
- Any switch list, notice, work order, etc., that provides support for your claim.

For all “non-operating” claims (runaround, restriction of seniority, etc.), provide all relevant documents from the above list and any additional documentation that is available to you and will support your allegation. Supportive TSS records that are accessible to the employee include, but are not limited to, the following:

- Inbound and outbound pool or extra board records.
- Seniority rosters
- Employee work and movement history
- Board standing
- Bids

If the circumstances warrant additional documents not listed above, please provide them. As mentioned earlier, it is recommended that where further explanation is necessary, provide a written statement of facts. Included in this section of the packet is a “Statement of Facts” sheets to facilitate with the process. Please feel free to make several copies of this document for additional use.

Suggestions

- Be very descriptive on your timeslip, delay or any other document requiring your input. Sometimes the information you provide is the only documentation the Carrier has of the event. For instance, if you perform service during your tour of duty that you feel mandates additional payment, but do not enter the specifics on your delay, there will be no record that the service was ever performed.
- Fill out records (timeslips, delays, etc.) as though describing the event to a third party. Details of service, employees involved, times, etc. must be illustrated as much as possible. Remember, your claim will most likely be settled by individuals that do not know you and have never operated on your territory.

- Many claims require written notification to the Carrier. Be sure to document that any request to have the matter corrected was received by the Carrier. For example, any claim for not being provided a suitable locker should be preceded by a written request to the proper authority and allowance for time to provide one.

Once your request is received by the Local Chairperson and contains all the necessary material, it may either be settled in local claim's conference or forwarded to the General Chairperson's office for consideration. Should the latter office determine that the claim cannot be supported, it will be returned with a brief explanation. If the claim has merit, it will be docketed for conference with Labor Relations. Once a settlement has been reached, notification will be sent to the Local Chairperson.

It is our opinion that the Carrier escapes payment of an enormous amount of valid claims each day because the employee is either reluctant or apathetic, and does not follow through with the appeal process. This is your money. Do not allow this to happen.

Discipline Claims

With regard to discipline claims, when working in a craft for which we are the exclusive representative, e.g. conductor, brakeman, yardman, hostler, you should notify your representative of choice immediately upon receipt of notice of investigation. Your representative will counsel you regarding your options and, if necessary, represent you at investigation. Copies of all hearing transcripts and notices of discipline are forwarded directly to the General Chairperson for handling. This office will then determine the merits of the claim and submit an appeal if warranted. If we are thereafter unable to resolve or settle the claim with the Carrier, the matter may be listed to binding arbitration for final resolution.

It is important for you to remember that as a member of this Organization, you are covered by collective bargaining agreements that allow review and possible appeal of pay claim denials and disciplinary action. Should you have any questions regarding your rights or obligations, contact you SMART-TD Local Chairperson for guidance.



CONDUCTOR TRAINING PROGRAM

Included in this Section is a copy of the new hire Conductor Training Agreement that serves to govern your first 15 to 19 weeks of employment on BNSF. It is suggested that you take the time to review this document since it contains the provisions by which your training will be conducted and how you will be compensated during this period. While the “UTU (now SMART-TD) Training Coordinator” will probably be able to answer many of the fundamental questions you have regarding this agreement, any contractual discrepancies should be addressed with the SMART-TD Local Chairperson having jurisdiction.

The basic program is comprised of 1 week of orientation followed by a mix of 3 weeks of classroom training and 11 weeks of on-the-job training (OJT) for a total of 15 weeks. The program may be extended a maximum of 4 weeks if it is determined that additional training is necessary.

Although the Carrier bears the responsibility of maintaining this program, the Coordinator assists with administering the program locally and will be one of your most important and influential contacts during this period. He/She was selected by the SMART-TD local having jurisdiction in your home terminal through the process set forth in the agreement and is a member of the craft from which you are being trained.

Seniority

Preference to job placement once you have completed the program is by virtue of your seniority date and ranking. Your seniority date is established on the first day of orientation. Your ranking among all those that have been awarded the same date will be determined through a random drawing during the program with preferential treatment given to “craft transfers”.

Compensation

During the training program, your compensation is based upon an established weekly rate that may be found in the Rates of Pay section of our website. The agreement provides for a maximum of 6 days of training during the week and employees must be available all of these days to receive the full allowance. Should you not be available for the 6-day period, your earnings will be reduced by the pro-rated daily rate.

Trainees who are required to be on duty in excess of 12 continuous hours during a 24-hour period will be allowed payment at the one and one-half times the hourly rate for all time in excess of 12 hours. Similarly, this same hourly rate will be applied to all time in excess of 48 hours that the trainee is required to work during the calendar week.

However, all hourly overtime payments allowed for service over 12 hours during a 24-hour period will not count towards the weekly 48-hour total.

While the agreement provides for the program to last a minimum of 15 weeks (19 maximum), if you are released prior to the completion of the fifteenth week (not before Friday), your training compensation will continue through the end of the fifteenth week even if you have concurrently entered active service and are being compensated for service performed.

During the program, trainees will receive the same lodging accommodations and meal allowances as the crew to which assigned. If a trainee is required to report for classroom or orientation at points beyond commuting distance (30 miles) from the home terminal to which assigned, they will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses.

Probation

Trainees entering the program will be subject to a probationary period set forth in Article VII, Section 1, of the August 25, 1978 UTU National agreement, as amended by Article VII, Section 1, of the September 16, 2011, UTU National Agreement, the latter of which reads in pertinent part:

“Upon completing training and protecting the first tour of compensated service, an additional sixty (60) days shall commence extending the time during which the carrier may reject the application for employment. Applications rejected by the carrier must be declined in writing to the applicant during his/her probationary period or application shall be considered accepted.”

The above provision amended and superseded the language contained in the enclosed training agreement. You should therefore bear in mind that your probationary period becomes effective on your first day of employment (training) and remains in effect through the 60th day following your first compensated tour of duty subsequent to completing the training program. During this period, the Carrier may simply reject your application for employment, thus terminating your employment with no reason provided. They merely need to notify you in writing of their decision. However, this should not deter you from seeking the advice or assistance of the SMART-TD Local Chairperson, or any other designated SMART-TD officer, in the event the possibility for adverse action exists.

Marking To Active Service

Once you have been released from the training program, you will be afforded 48 hours in which to exercise your seniority within the subdistrict at which your training took place. If you are unable to hold any position within your home subdistrict, you are then eligible to exercise a displacement to any other location within the seniority district subject to existing rules and agreements.

Health and Welfare Coverage

Medical coverage begins on the first day of the full calendar month following the month such employee rendered the “Requisite Amount of Compensated Service”. The latter reference within quotations is defined as compensated service rendered on an aggregate of at least seven (7) calendar days during a calendar month. However, new employees are exempted from the 7-day requirement if there are not a sufficient amount of days left in the month employed and they are available for service on all days remaining in that first month. In such instances, if service began on January 28, your medical coverage would therefore begin on February 1.

Once medical coverage commences, employees will be given the choice of an extensive policy that requires a monthly cost-sharing contribution, or the ability to opt-out of coverage all together. In exercising the latter option, the employee is required to provide the Carrier with proof that he/she already has health care coverage under another plan or policy.

Dental and Vision coverage do not begin until the first day of the calendar month following completion of one year of service.

Furlough

Once you have completed the program and begun active service, you will be among the junior employees at your location. This will make you susceptible to displacement or possible furlough. “Furlough” occurs under this property’s collective bargaining agreements when an employee can no longer hold a position in active service at their location (including outside assignments that may be protected by the location.)

The rules governing your obligations when furloughed vary by former territory and can be unforgiving at some locations. We therefore encourage you to contact your SMART-TD Local Chairperson immediately upon furlough to determine if you are obligated to submit a recall letter in order to retain your seniority.

Vacation/Personal Leave

To qualify for vacation, an employee must render the equivalent of 240 basic days, in miles or hours paid for, in the preceding year. All service rendered under the prevailing schedule, including time spent in the training program, will count towards this qualifier. If you render the requisite amount of service in your first year, you will receive 1 week of paid vacation in the subsequent year. Your vacation allotment will be increased by one week on each of the following anniversary years; 2 years (2 weeks), 8 years (3 weeks), 17 years (4 weeks) and 25 years (5 weeks). Scheduled vacations are awarded in seniority order and your entire vacation allotment may be requested and taken before your anniversary date during that year. A complete copy of the vacation agreement may be found on our website.

Personal leave days do not require a requisite amount of previous service and may be requested whenever you are in active service. The amount of days that you are afforded

will depend on your location or former territory and the best means of determining this is through your SMART-TD Local Chairperson. That said, the following progression lists both amounts that may apply. All employees with less than 5 years of service are qualified to take 2 or 3 paid personal leave days per calendar year. This amount will be increased by 2 additional days subsequent to the following anniversary dates; 5 years (4 or 5 days), 10 years (6 or 7 days), 15 years (8 or 9 days) and 20 years (10 or 11 days). Unlike vacation, the additional amount of personal leave days awarded during your anniversary year must be taken after your anniversary date that year.

MEMORANDUM OF AGREEMENT

BETWEEN

BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

AND THE

UNITED TRANSPORTATION UNION

Whereas the parties wish to revise the formal program for the purpose of training, qualifying and promoting new ground service employees as conductors/foremen and hostlers. The applicable training agreement between the Burlington Northern and Santa Fe Railway Company and the United Transportation Union is modified as follows:

IT IS AGREED:

Section 1.

- (a). The Carrier will establish and maintain a training program for the purpose of training, qualifying and promoting new ground service employees as brakemen, helpers, conductors, foremen, and hostlers. The training program shall consist of classroom instruction and work experience as determined by this agreement and parties thereto. As necessary, classrooms, books and materials shall be furnished by the Carrier.
- (b). The training program, including any required examinations, and any substantial changes therein shall be reviewed from time to time by representatives of the Carrier and the UTU.
- (c). The training schedule will not exceed a maximum of six days of training in each week of orientation and classroom instruction. If the training schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense, recognizing their obligation to report for the next scheduled training day.
- (d). As near as practicable, classroom training days will be scheduled not to exceed nine (9) hours with one (1) hour for lunch, recognizing that on-the-job training may of necessity exceed such hours.

Section 2. All ground service employees hired subsequent to the effective date of this agreement will be required to enter the training program and will continue therein until completion of the training. The training schedule will be as follows:

(a). One week of orientation.

(i). Orientation shall be conducted by the Training Coordinator(s) who will be selected from applications submitted by active ground service employees to the Division Superintendent. The final selection of the Training Coordinator(s) will be made jointly by the Division Superintendent and the appropriate UTU Local Chairman or Chairmen.

(ii). Classroom orientation shall include a one-half (1/2) day session with the appropriate UTU Local Chairman or Chairmen.

(b). Three weeks of on-the-job training.

(i). This period will be spent working as a brakeman/helper as assigned by the UTU Training Coordinator. The Training Coordinator will determine the amount of time each trainee spends in road and yard service, as well as the Craft Instructor(s) to which the Trainee will be assigned.

(ii). It is understood that any day(s) of this three-week period may be utilized for classroom instruction.

(c). Three (3) weeks of classroom instruction either on-property or at the Carrier's Training Facility. The classroom agenda will include, but will not be limited to, instruction on the GCOR, safety, Hazmat, and mechanical instruction. There shall be a review test at the end of this 3-week period for instructional purposes only, i.e., no pass/fail.

(i). Upon completion of this 3-week period, employees will be ranked on their relative Seniority Districts under the provisions set forth in Section 4 of this Agreement.

(d). Eight (8) weeks of on-the-job training and promotion, to be conducted on-property, working as a conductor/foreman under the direction of Craft Instructor(s) designated by the UTU Training Coordinator.

(i). The UTU Training Coordinator will cooperate with the Division Superintendent to determine the distribution of road and yard training within the 8-week period, based upon the nature of the work the trainee will be exposed to upon completion of the program.

(ii). Before the end of this 8-week period, there shall be classroom review in preparation for promotion. Promotion examination to be given at the end of the 8-week period. Employee(s) passing promotion will assume their position on the Seniority Roster in the order established under (c) (i). Employees who do not pass promotion at the end of this 8-week period will automatically be scheduled for up

to an additional 4 weeks of training designed to address the deficiencies that resulted in the trainee's failure. This training may include on-the-job training, classroom instruction, or some combination of both. The structure of these additional week(s) of training shall be customized to address the needs of the affected trainee and shall be designed by the Training Coordinator.

(iii). At the end of the additional training, the trainee(s) will be administered a second promotion test. If the trainee passes the test he will assume his position on the Seniority Roster with the same relative standing as would have been realized had the trainee passed the promotion examination on the first attempt. If the trainee fails the second promotion examination, he will automatically forfeit all employment rights and seniority in train service.

(e). If, in the opinion of the UTU Training Coordinator, trainees who have passed the promotion examination require additional on-the-job training, such training will be initiated as follows:

(i). Trainees who successfully passed the first promotion examination may be scheduled for up to 4 weeks of additional on-the-job training. The Training Coordinator shall base the decision for additional training on, among other things, the written evaluations for each trainee trip, personal interviews between the Training Coordinator and the Trainee/Craft Instructors, and other information provided by the Craft Instructors in order to identify the areas where a particular Trainee needs additional instruction and/or experience. The structure of the additional on-the-job training shall address those areas.

(ii). Upon completion of the additional on-the-job training, the trainee will assume his position on the Seniority Roster with the same relative standing as would have been realized had the trainee not been selected for additional on-the-job training.

Section 3. Examinations required by the Carrier will be prepared and administered by the Carrier. Any field test will be given on the property.

Section 4. A trainee will establish a seniority date upon completion of the 3 week classroom training provided under Section 2(c). They will be ranked by a random drawing of names. Upon successful completion of the training program, the employee will be added to the brakeman, yardman, and conductor seniority rosters for the seniority district to which assigned.

NOTE: For trainees who have previously established seniority in another craft with the BN and are merely transferring into the trainmen/yardmen craft, said individuals will be placed ahead of the

rest of ~~the~~ class, and ranked in the order of years of service in the other crafts.

Section 5.

(a). Employees who enter the training program will be subject to the probationary period set forth in Article VII of the August 25, 1978 National Agreement. This probationary period will begin on the day the trainee is compensated for the first day of on-the-job training, and will be suspended for the 3-week period provided under Section 2(c) of this Agreement. If an employee's application for employment is not disapproved in accordance with the provisions of Article VII, the employee will continue in the training program unless the employee is dismissed for cause or fails to pass any required examinations.

NOTE: When, in the opinion of the Superintendent and the UTU Training Coordinator, it becomes apparent that a trainee who has completed the 60 days referred to above will not complete the training satisfactorily, the trainee will be required to consult with the Carrier's representative and a representative of the UTU for the purpose of identifying and possibly overcoming the problem.

(b). If an employee is unable to complete the training program due to bona fide illness or injury that is verified by medical documentation, the Carrier will extend the training period for a period equal to the time that the employee is unavailable for training; provided, however, if the employee has not successfully completed the training program within eight (8) months, then the employee's application for employment will be disapproved and the employee will not be allowed to retain seniority in train service.

(c). A trainee whose application is disapproved under the above paragraph is not disqualified from applying for future employment as a ground service employee. The individual will be assigned to a new training program, and if the training program is successfully completed, the individual's seniority date will be based upon seniority established during the new training program.

Section 6.

(a). On the first day of OJT training, the Carrier will assign the trainee to a seniority district and to a home terminal. If not otherwise provided by the Carrier, trainees will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom instruction at points beyond commuting distances from the home terminal to which they have been assigned.

NOTE: "Beyond commuting distances from the home terminal" is defined as a point, which exceeds thirty (30) miles from the normal on duty point at the trainee's home terminal.

- (b). Trainees undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof, and meal allowances on the same basis as the other members of the crew to which the trainee is assigned.
- (c). The Training Coordinator will assign trainees to the appropriate assignments on the seniority district to which the trainee has been assigned.

Section 7.

- (a). Trainees shall be paid a minimum of \$597.47 per calendar week, subject to general wage increases commensurate with those granted ground service employees, while participating in the training program. To receive the full rate the trainee must be available for a maximum of six days each calendar week, commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a trainee is not available of his own volition, provided no deduction will be made for days on which training is not scheduled.
- (b). Trainees actively participating in on-the-job training, required to be on duty more than 12 continuous hours in any 24 hour period, will be paid at the time and one-half hourly rate for hours on duty in excess of twelve (12). Overtime hours so paid will be excluded from the 48 straight-time hours provided for in Section 7(c) below.
- (c). For all hours in each calendar week in excess of 48 that a trainee is on duty actively participating in on-the-job training, he shall be paid at the one and one-half times the prorated hourly rate. The prorated hourly rate shall be determined by dividing the weekly rate by 48 hours. The prorated daily rate shall be determined by multiplying the prorated hourly rate by eight.
- (d). Hours actively participating in on-the-job training will not be interrupted between recognized terminals to avoid payment in excess of 12 hours under Section 7(b) above; nor will such hours be interrupted at other than the home terminal to avoid payments in excess of 48 hours as provided in Section 7(c) above; except in case of emergencies as emergencies are recognized in existing agreements.
- (e). All time enrolled in this training program and compensation received will be utilized to determine eligibility for vacation. Trainees will be covered under the Group Plan of Comprehensive Medical and Dental Insurance applicable to trainmen/yardmen.

Section 8.

- (a). Work restrictions applicable to conductor-only crews will continue to apply when a trainee is assigned to work with a conductor-only crew in the same manner as if the trainee were not assigned to work with the crew.
- (b). When a trainee is assigned to work with a crew, the other member(s) of that crew will receive any special allowances they would be entitled to if the trainee were not assigned to work with the crew, and productivity fund credits will be made in the same manner they would be made if the trainee were not assigned to work with the crew. (Since the trainee is paid according to the provisions of this agreement, it is understood that no other payments will be made to the trainee, including special allowances, while engaged in training except those provided for in this agreement.)

Section 9. When a trainee is receiving on-the-job training and working with a crew, the Craft Instructor (conductor/foreman) and any brakeman/helper, on the crew will be paid for the trip at daily and mileage rates that are 1.1 times (110% of) the regular basic daily rates and mileage rates for each tour of duty that a trainee is assigned to (and working with) the Craft Instructor (conductor/foreman) and any brakeman/helper for training. This premium rate will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money. The regular members of the crew will train the trainee in the proper performance of the duties of a brakeman, yard helper, conductor, and foreman, including the preparation of required reports, computer entries, car restrictions and placement, etc., under actual working conditions. The Craft Instructor (conductor/foreman) will complete a trip evaluation for each trip a trainee is assigned.

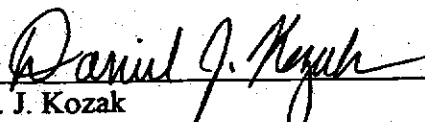
Note: It is recognized that this training program is primarily for conductor/yard foremen qualification. However, at locations where hostlers are employed time will be incorporated into the program for the sole purpose of hostler training. In any event, when a trainee is assigned to a hostler for training, the hostler will be paid according to the provisions above.

Section 10. Throughout this agreement and attachments, references to specific gender have been made. Such use of gender specific terms by no means infers discrimination by gender.

Section 11. The provisions of this Agreement supersede all agreement provisions that conflict herewith.

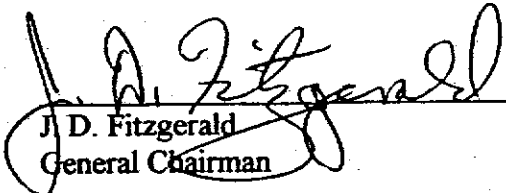
Signed at Ft. Worth, Texas this 3rd day of March, 1997, and effective March 3, 1997.


FOR BURLINGTON NORTHERN
RAILROAD COMPANY:



D. J. Kozak
Assistant Vice President Labor Relations



G. L. Shire
Director Labor Relations

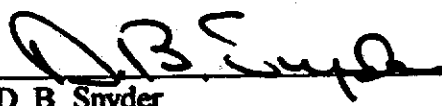
FOR UNITED TRANSPORTATION
UNION:

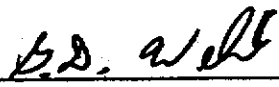

J. D. Fitzgerald
General Chairman


K. W. Mason
General Chairman


R. R. Repstine
General Chairman


C. M. Vahldick
General Chairman


D. B. Snyder
General Chairman


G. D. Welch
General Chairman

Questions & Answers

- Q1.** If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?
- A1.** The employee will be reimbursed for actual, reasonable, and necessary travel, lodging, and meal expenses.
- Q2.** If a trainee is in a classroom portion of the instruction, can he be used in an emergency.
- A2.** No.
- Q3.** When is the seniority date for a new employee established?
- A3.** The trainees will be ranked during the 3 week classroom training, but will not have "usable" seniority until such time as the training program is successfully completed.
- Q4.** How is a seniority date established for class consisting of employees from more than one seniority district?
- A4.** In classes consisting of employees from one or more seniority districts, the seniority date will be established for the entire class upon completion of the three week classroom training portion as provided in Section 2(c). The class will be ranked amongst themselves in accordance with the provisions of Section 4.
- Q5.** Does the date of first on-the-job training compensation determine seniority ranking?
- A5.** No. Seniority ranking will be determined under the provisions of Section 4.
- Q6.** Under the provisions of Section 7(b) and 7(c) what payment would be due a trainee who is on duty a total of eighty-four (84) hours in a calendar week (fourteen hours each of the six days)?
- A6.** The trainee would be entitled to be paid two hours each day at the time and one-half hourly rate of pay due to being on duty in excess of twelve (12) hours each day. In addition, the trainee would be entitled to twenty-four (24) hours at the time and one-half hourly rate of pay for the time in excess of the forty-eight (48) hours in the calendar week.

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 1

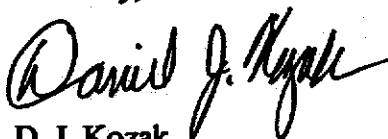
Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/ hostler training program dated March 3, 1997.

The purpose and intent of this Agreement is to provide for a partnership between the United Transportation Union and Carrier's Technical Training Group in order to provide the best possible training to new employees entering the ground service craft. This Agreement has granted significant authority and responsibility to UTU represented Training Coordinators and Craft Instructors. The parties recognize that in the interest of consistency, the Technical Training Center will work with the United Transportation Union in order to develop general guidelines as to the skills to be covered during the orientation and the on-the-job training portions of the program. These guidelines shall not address specific items such as distribution of road or yard on the job training time; rather, the intent is to assure that each trainee is exposed to certain fundamental aspects of railroad ground service employment.


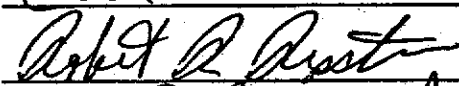
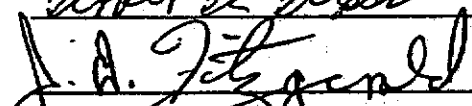


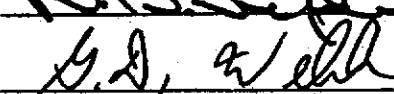
We agreed that, from time to time, UTU Training Coordinators and Craft Instructors may be required to receive information from, or participate in program design with, members of the Technical Training Center team. When this is required, the involved Training Coordinator and/or Craft Instructor will be paid lost wages, based upon the position held immediately prior to the training, as well as reimbursement for actual, necessary, and reasonable expenses.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 2

Gentlemen:

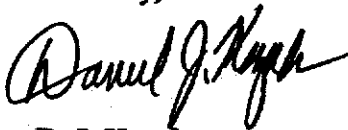
This refers to the agreement providing for a formal conductor/foreman/ hostler training program dated March 3, 1997.

This is to advise you that the Carrier will not assign trainees to Craft Instructors (conductors/foremen/hostlers) who do not wish to work with trainees, so long as there are sufficient conductors/foremen/hostlers, who volunteer to work as Craft Instructors.

The UTU will provide the Carrier with a list of local UTU officials to contact in connection with the selection of a Training Coordinator and Craft Instructors. These officials will provide the Carrier with the name of an employee willing to act as a Training Coordinator for each location trainees are assigned. The UTU will also provide the Carrier with a list of employees willing to act as Craft Instructors. The UTU will update the list from time to time, as necessary.

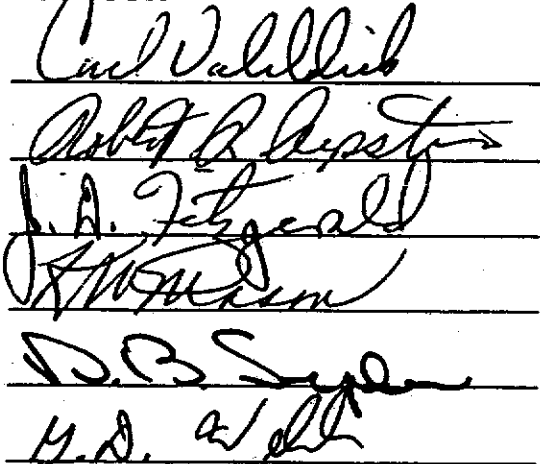
If there are not sufficient volunteers on the list provided, to meet the Carrier's need for Craft Instructors at a given location, the Carrier may designate additional employees as Craft Instructors. Before the Carrier makes such additional designations, a local Carrier officer will meet with designated UTU officers and the Training Coordinator to discuss the selection of additional Craft Instructors.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 3

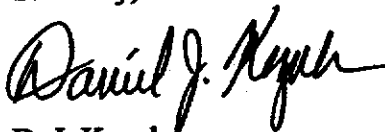
Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

Presently locomotive engineer trainees assigned to work jobs at a source of supply other than the source of supply where normally assigned are allowed to utilize lodging facilities provided for regular crews. These trainees are also allowed actual, reasonable, and necessary meal allowances while assigned to training on an assignment protected from another source of supply, as well as travel expenses to the location of the other assignment and back to the normal source of supply.

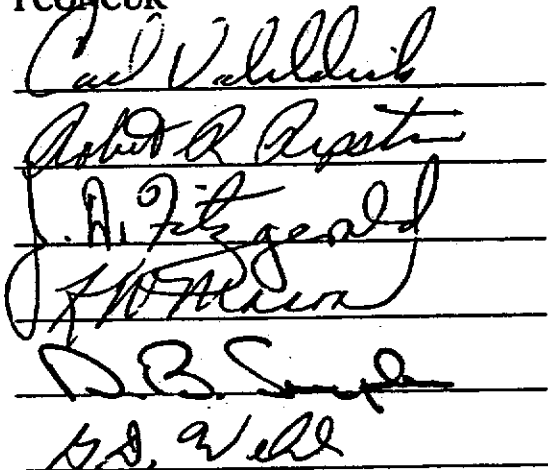
Trainees in this training program will be treated the same as trainees in the UTU engineer training program in this regard.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 4

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

In discussing the agreement, it was understood that employees who had already established ground service seniority on the effective date of the agreement are not subject to the agreement. However, we agreed that employees who have not yet been promoted to conductor would, if they request it, be allowed to attend the classroom portion of this program, before being required to accept promotion to conductor. Employees who request such classroom training will be paid for each week of classroom training on the same basis as if they were on vacation, and they will be covered by the same provisions relating to travel, meal and lodging expenses that cover trainees under the agreement signed this date.

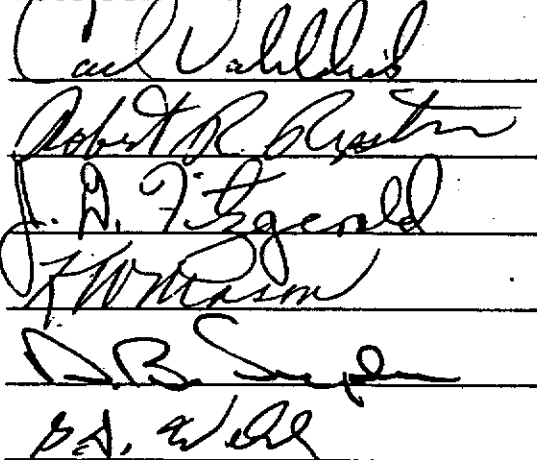
It was also understood that, once such employees who are not subject to the agreement signed this date successfully complete the requirements for promotion to conductor, they will rank ahead of any employee hired after the effective date of this agreement.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 5

Gentlemen:

Section 2 sets forth a training schedule covering a total of fifteen (15) weeks up to and including the first promotion test.

It was discussed and agreed that the training schedule may need adjustment and that such adjustment could be made during periodic meetings between UTU and Carrier representatives.


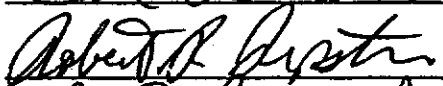




Additionally, as we discussed, representatives of the UTU will meet annually with those BN officers responsible for the training program to review experience under the program and discuss how the program may be changed to improve it. Unless agreed otherwise, the annual meeting will be held on the second Tuesday of September of each year.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 6

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.





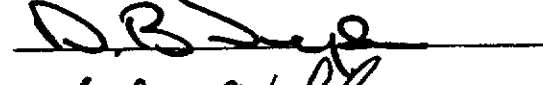

While it is understood that Craft Instructors working with trainees are responsible for acquainting the trainees with their duties, we agreed that the Craft Instructors involved in training will not be held responsible for actions of the trainees that are unavoidable or beyond the Craft Instructors' control.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 7

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

In discussing the agreement, it was understood that employees who have already established conductor seniority may desire an opportunity to receive the classroom training which has been known as "conductor update class." We recognize that the introductory classroom portion of this training program was not designed for existing BN conductors, and agreed that employees with BN conductor seniority may volunteer to attend classroom training sessions held at the Technical Training Center, that are designed and intended to enhance their existing conductor work skills. We further agreed that such conductors will be reimbursed for expenses incurred while engaged in that training under the provisions of Section 6(a) of this agreement which applies to new employees. In addition to such expenses, they will be compensated for "lost wages" based on the earnings of the position the individual employee was holding prior to reporting for that training.




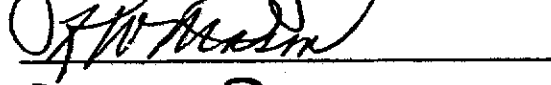
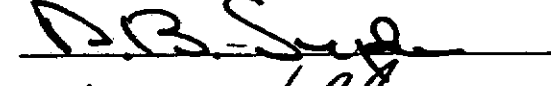

It is understood and agreed that the foregoing is also without prejudice to the Carrier and Organization's respective positions regarding existing agreement requirements, if any, which may either obligate the Carrier to provide or the employees to attend training classes, or regarding compensation for employees that attend such training classes.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 8

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

It was agreed that the following entry will apply:



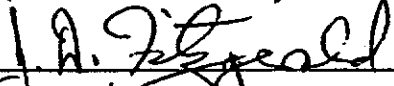


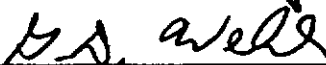
Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement and Article IV, Section 5 of the November 1, 1991 UTU Implementing document "A" (PEB 219), employees who establish seniority subsequent to October 31, 1985, will not be covered by said articles when working or assigned as a conductor, engine foreman (foreman includes herder) or hostler.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 9

Gentlemen:

An employee who becomes a locomotive engineer after the effective date of this agreement will, upon promotion to engineer, be considered as having passed the conductor/foreman promotion examination. Such employee will not be able to exercise seniority as a conductor/foreman until such time as all senior trainmen/yardmen are afforded the opportunity to promote and he has satisfied the other criteria associated with promotion. At that time the promoted engineer will be assigned conductor's seniority in relative standing based on his seniority date.



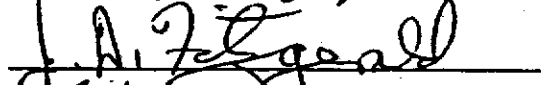

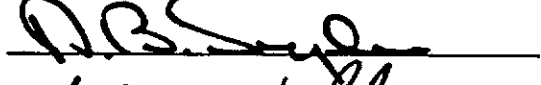

Note: "Other criteria for promotion to conductor/foreman" means such things as instruction, computer proficiency, physical plant familiarity and other skills as determined through development of this training program.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

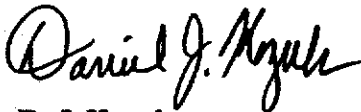
SIDE LETTER NO. 10

Gentlemen:

This is to confirm our understanding in connection with health care benefits for train service and UTU engine service employees who are suspended and their dependents.

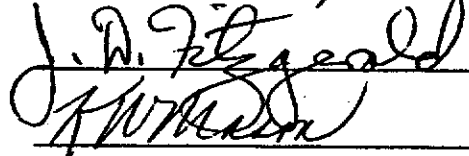
We agree that when an employee represented by this committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 11

Gentlemen:

This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XII - Jury Duty

(a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging and transportation, subject to the following qualification requirements and limitations:


- (1) A trainman must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 12

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

Throughout the above agreement, reference is made to a "Training Coordinator" and "Craft Instructors". It was discussed and understood that the "Training Coordinator" would be a qualified active ground service employee selected jointly by the Division Superintendent and the Local Chairperson(s) from applications for this position at each terminal or location where training will be done. Such choice will not be based solely upon seniority. Selection will be based, among other considerations, on experience, knowledge and ability. It is understood and agreed that the "Training Coordinator" will be made whole, as will the Craft Instructors when engaged in duties other than that of the on the job training of trainees on the Craft Instructor's assignment, for the assignment held immediately prior to the selection.

The "Training Coordinator" and the "Craft Instructors" will adhere to the curriculum set forth by the Division Superintendent (or his designee) and the training center. The "Training Coordinator" will work with the Division Superintendent (or his designee) to schedule trainees on appropriate training assignments with qualified Craft Instructors. He will assist Craft Instructors and trainees in their movement through the program on the property. He will receive and maintain daily evaluations from the Craft Instructors and monitor the trainees' progress.

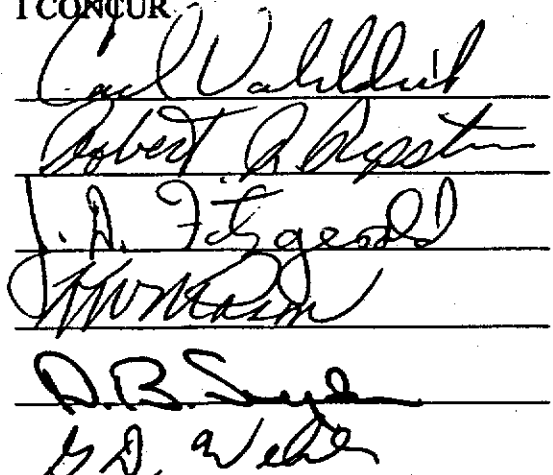
Any disputes arising between the Division Superintendent and the Training Coordinator concerning the proper scheduling of trainees or the general management of the program will be referred to and settled by the General Chairman with jurisdiction and the designated BN Labor Relations Officer.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 13

Gentlemen:

Section 9 of the Training Agreement signed this date, March 3, 1997, provides for an additional ten percent (10%) training payment for Craft Instructors and brakemen/helpers when trainees are assigned.



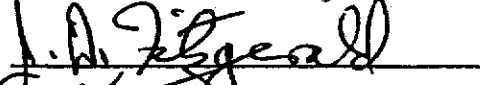

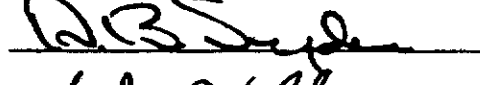

Such premium rate is established to ensure the trainee is given the appropriate and necessary training and also to ensure the required written evaluations are completed by the Craft Instructor (and brakeman/helper, where required) after each training trip.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 14

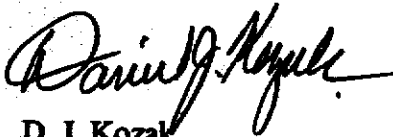
Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

During discussion addressing the application of the 3-week classroom portion of the program, the question arose concerning handling of the so-called "revenue" students, or new-hires who had already been trained at the technical training center.

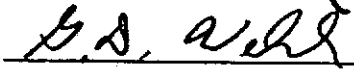
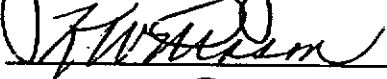
It was agreed that these employee candidates need not return to the Technical Training Center for the 3-week classroom portion of training and that this 3-week period would be utilized for additional OJT.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 15

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program dated March 3, 1997.

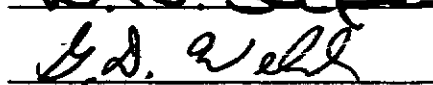
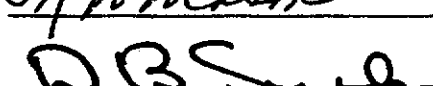
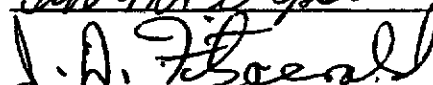
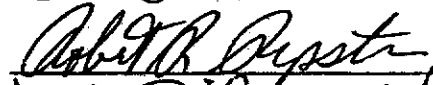
This will confirm our understanding that trainees will not be deemed to have successfully complete the program without completing at least eleven (11) weeks of on-the-job training provided in Section 2, unless they had previous experience as trainmen/yardmen on another railroad. Trainees with previous experience as a trainman/yardman may have their on-the-job training reduced by one month for each four months of previous experience on a railroad other than switching or terminal railroad. However, such experienced new hire will be required to pass the required examination and necessary minimum number of training trips over territory to which assigned, as determined by the "Training Coordinator" and the Division Superintendent (or his designee). The Carrier will provide the UTU with work history of any trainee whose on-the-job training is reduced due to previous experience as trainmen/yardmen.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

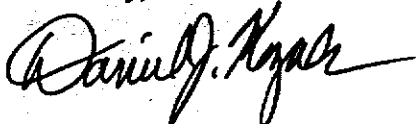
SIDE LETTER NO. 16

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

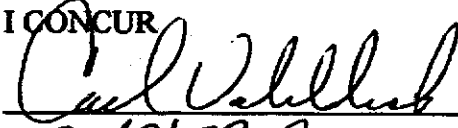
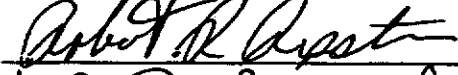




It was discussed and agreed during negotiations that the basic training period would be fifteen (15) weeks with eleven (11) weeks of OJT. If Carrier determines a need to extend the classroom training beyond the three (3) weeks allowed, such extension will not detract from OJT weeks. Such extension to classroom weeks will increase the length of the basic program from fifteen (15) weeks by the amount of time added to the classroom weeks at the Carrier's discretion.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 17

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.




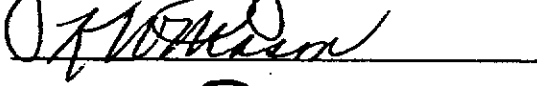


It was understood that when trainees deadhead with a trainer who is paid for the deadhead trip separate from service, and the trainer performs instruction or provides training, the trainer shall receive the premium payment provided under Section 9 of the Agreement for the deadhead trip.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



LOCOMOTIVE ENGINEER TRAINING PROGRAM

Any employee who is either contemplating applying for a Locomotive Engineer Training Program (LETP) class or has already been accepted into the program should review the contents of this Section.

Although representation of the craft of locomotive engineer is generally attributed to the other operating union, the SMART-TD does hold the contract for and exercises jurisdiction over the training program. Any disputes or problems that may arise during the training period should be contractually addressed through the SMART-TD Local Chairperson designated to represent the “E” craft. A complete list of Local Chairpersons, and their craft jurisdiction, may be found in Section 2 of this Informational Packet.

Included in this Section is a printed copy of the UTU (now SMART-TD) Training Agreement dated July 19, 1972, as amended August 25, 1978. While reviewing the agreement, keep in mind that the reference and terminology “fireman (helper)” is synonymous with “trainee”. Prior to the October 31, 1985 UTU National Agreement, employees seeking to become a locomotive engineer first established seniority as a fireman and were allowed to work in that capacity when they did not have sufficient seniority to work as an engineer. An employee’s tenure as a fireman essentially served as the training program and, thus, the extensive reference to fireman (helper). Although fireman positions are rarely available or utilized in today’s operations, all of the craft’s agreements and understandings remain in effect and are under the jurisdiction of SMART-TD.

As with this property’s Conductor’s Training Agreement, the LETP is based upon a 6-day work week and similarly provides for payment at the overtime rate for all time in excess of forty-eight (48) hours during the week. The current weekly amount may be found by visiting our website.

Keep in mind that once you have completed LETP and have established seniority as an engineer, SMART-TD can contractually continue handle to fruition all claims (merit and discipline) that are generated while working in that craft. Although SMART-TD is predominantly made up of ground service employees, many engineers have chosen to retain their membership in our Organization. You will also find that many of your SMART-TD Local, General and International officers are also certified locomotive engineers.

**NATIONAL
TRAINING AGREEMENT**
BETWEEN RAILROADS REPRESENTED BY THE
**NATIONAL CARRIERS'
CONFERENCE COMMITTEE**



AND THEIR EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION

NMB CASE NO. A-9152
AS AMENDED

February 1997

Dear Brothers and Sisters:

UTU is very proud to be embarking on its twenty-fifth year of representing engine service employees through the administration of the National Manning and Training Agreements.

These Agreements are testament to the dedicated efforts of the Officers and Chairpersons who obtained them and those Officers and Chairpersons who continue to fight for the rights of all engine and train service members today.

As rail labor heads into the twenty-first century, UTU will remain at the forefront and continue to proactively pursue the interests of our members.

Fraternally yours,

A handwritten signature in cursive script that reads "Charles L. Little".

Charles L. Little
International President

**HIGHLIGHTS OF THE UNITED TRANSPORTATION UNION
TRAINING PROGRAM AGREEMENT**

1. Each carrier will establish and maintain a training program for the training, qualifying and promotion of firemen-helpers to locomotive engineers.
2. A training program schedule is to be established on each individual carrier.
3. The training program is subject to review by the UTU(E) general chairperson.
4. Firemen-helpers hired subsequent to July 19, 1972, shall be given a seniority date as fireman-helpers in accordance with existing rules.
5. After July 19, 1972, no employee may be promoted to engineer without first becoming a fireman-helper and completing the UTU(E) training program.
6. Newly hired firemen-helpers must be placed in the training program within six (6) months thereafter.
7. Firemen-helpers in classroom training at points away from home will be allowed actual and necessary travel, meal and lodging expense.
8. A fireman-helper undergoing on-the-job training will receive lodging and meal allowances under applicable UTU(E) agreements.
9. Existing merger or protective guarantees of firemen-helpers placed in training are preserved.
10. Firemen-helpers in training will receive health coverage, off-track vehicle insurance and credit for all prior continuous service for vacation purposes.

NMB CASE NO. A-9152

DATED JULY 19, 1972,
AND AMENDED AUGUST 25, 1978

MEDIATION AGREEMENT

This Agreement made this 19th day of July, 1972 by and between the participating carriers listed in Exhibit "A" attached hereto and made a part hereof and represented by the National Carriers' Conference Committee and employees of such Carriers shown thereon and represented by the United Transportation Union (Enginemen).

The Carriers and the United Transportation Union desire at this time to establish a formal training program, which, together with on-the-job training, will accelerate training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers. They therefore enter into this Agreement:

ARTICLE I - GENERAL

A. The Carrier will establish and maintain a training program to accelerate the training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers in accordance with the terms of this Agreement.

B. The recruitment, selection, employment and training of firemen (helpers) under this program shall be without discrimination because of race, color, religion, national origin or sex.

ARTICLE II - ELIGIBILITY

A. 1. Each firemen (helper) shall be given a seniority date as a fireman (helper) in accordance with applicable agreements now in effect.

Firemen (helpers) shall be required to accept training and promotion according to their relative standing on the Firemen's Seniority Roster in their respective seniority district, except as otherwise provided in this Agreement.

A. 2. Subsequent to the adoption of this Agreement, and except as provided herein, no employee, not previously qualified, shall be eligible to be promoted to the craft of locomotive engineer, without first entering the service as fireman (helper) and completing the training set forth herein.

B. 1. The Carrier will expedite the training, qualifying and promotion of firemen (helpers) having a seniority date as such on the effective date of this Agreement, and such training, qualifying and promotion will be completed before the training, qualifying and promotion of new firemen (helpers) becomes applicable under the terms of this Agreement. In the application of this paragraph any existing agreement between the parties requiring a minimum length of service before a fireman (helper) is eligible for promotion is superseded by this Agreement, unless mutually agreed to the contrary by the parties on an individual Carrier.

Note: *This Agreement shall not require the training or promotion of firemen (helpers) on seniority rosters on the effective date of this Agreement who have not heretofore been required to accept promotion, including, but not limited to firemen (helpers) who are physically disqualified, fixtures, non-promotables under certain court decisions or non-promotables by reason of discipline.*

B. 2. Firemen (helpers) who are engaged in an accelerated training program under existing agreements on individual railroads will continue their training to completion in accordance with the terms of such agreements notwithstanding the modification of such agreements as provided herein.

B. 3. Subject to the provisions of Paragraphs B. 1 and B. 2 above, all firemen (helpers) hired subsequent to the effective date of this Agreement will be required to enter the training program within one year from the date of their employment and be continued therein until completion of the training program which shall not exceed six months. Length of service requirements in existing agreements between the parties are hereby modified to conform to this paragraph unless mutually agreed to the contrary by the parties on an individual Carrier.

C. Firemen (helpers) having a seniority date as such on the effective date of this Agreement who have failed promotional examinations under existing agreements prior to the effective date of this Agreement will be given consideration for retraining by the General Chairman and the Carrier.

D. No fireman (helper) shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

E. If a junior fireman (helper) is promoted out of turn, such junior fireman (helper) will rank below any senior fireman (helper) as an engineer, when such senior fireman (helper) completes the program and is given a certificate as an engineer, unless agreements on an individual Carrier provide otherwise.

F. If there is an immediate need for locomotive engineers on a particular seniority district on the effective date of this Agreement, fireman (helpers) may be required to enter the training program in seniority order irrespective of their length of service as firemen (helpers).

ARTICLE III- TRAINING PROGRAM

A. The training program shall consist of classroom instruction and work experience as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.

B. Examinations will be prepared and administered by the Carrier.

C. The training program and any intended substantial changes therein shall be reviewed from time to time by the Carrier Representative and the UTU(E) General Chairman.

D. The General Chairmen shall be furnished the name and address of each fireman (helper) entering the training program, showing the date he is placed in training. Further, the General Chairmen will be advised by the Carrier of the names and location of the supervisors in charge of administering the training program.

E. The Carrier shall establish a training program schedule and if the schedule does not require attendance on a day or days of a calendar week, firemen (helpers) will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances a fireman (helper) will not be permitted to mark up for service.

F. When firemen (helpers) are not assigned to scheduled training programs they shall be required to exercise their seniority with the understanding that in so doing they will meet experience requirements in various classes of service on the individual Carrier.

G. As near as practicable, training days will be scheduled not to exceed eight hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.

H. Firemen (helpers) assigned to a scheduled training program will not be used in other service prior to completion of the training program if any qualified regular or extra engine service employee can be used. On days firemen (helpers) assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority or work extra.

If a fireman (helper) is used in other service during a scheduled training program his earnings for that service will be in addition to the weekly rate set forth in this Agreement.

I. A fireman (helper) will not be required to make on-the-job training trips on a seniority district other than that for which he is being trained, unless mutually agreed to by the parties on the individual Carrier.

J. Firemen (helpers) who, after starting the training program, are unable to continue the training due to sickness or proper leave of absence will not be regarded as having failed. The decision as to whether they must start the program at the beginning or at another point in the program will be made by the Instructor(s)

after consulting with the UTU(E) Representative.

K. If not otherwise provided by the Carrier, firemen (helpers) will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom instructions when headquartered at points beyond commuting distances from their place of residence.

L. A fireman (helper) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement on the individual Carrier.

M. When a Carrier requires work experience on assignments that otherwise would not be available to individual firemen (helpers) in time to permit compliance with the requirements of the training program, the Carrier will designate a sufficient number of such assignments on which firemen (helpers) may exercise their seniority for the period necessary to satisfy such requirements. In such cases the fireman (helper) will not be subject to displacement until he has accumulated the necessary work experience, except he may be displaced by a senior fireman (helper) who would otherwise be placed in a furloughed status.

N. A fireman (helper) may be forced from his regular assignment to permit a fireman (helper) in training to obtain necessary work experience on such assignment. When a senior fireman (helper) is forced from his assignment by a fireman (helper) his junior under such circumstances, he will be paid not less than he would have been paid on the assignment from which he was removed.

O. Adequate records of firemen (helpers) on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY

Upon successful completion of the training program, the fireman (helper) shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain engineer's seniority in accordance with all applicable agreements. Upon such certification the Carrier shall supply the UTU(E) General Chairman with the names of the firemen (helpers) so certified and the date of the certification.

ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY

A. When, in the opinion of the Carrier Instructor(s), it becomes apparent that a fireman (helper) will not complete the training satisfactorily, he will be required to consult with the Carrier Instructor(s) and a Representative of the UTU(E) for the purpose of identifying and possibly overcoming the problem.

B. If a fireman (helper) under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination. The second examination will be taken not less than thirty days nor more than ninety days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.

During the period while awaiting and taking the re-examination, firemen (helpers) will not be compensated nor allowed any expenses as firemen (helpers) under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen (helpers).

During the period while awaiting and taking the second examination firemen (helpers) may exercise their seniority.

Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will result in termination of service.

ARTICLE VI - COMPENSATION DURING TRAINING

A. Firemen (helpers) shall be paid a minimum of **\$653.56*** per calendar week, subject to increases com-

**Rate effective December 1, 1995. Effective July 1, 1997—\$676.43; and effective July 1, 1999—\$700.11.*

mensurate with those granted firemen in national negotiations, while actively participating in the training program. This payment shall comprehend all time consumed in the training program. To receive the full rate, the fireman (helper) must be available for a maximum of six days per calendar week commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a fireman (helper) is not available of his own volition, provided that no deduction will be made for days on which training is not scheduled. Prorated daily rate will be computed on the basis of the number of days comprising the training week. For all days in excess of six in a calendar week that a fireman (helper) is required to participate in the training program, he shall be paid the prorated daily rate. **[See amendment for overtime rate over 48 hours.]**

B. A fireman (helper) having a seniority date on the effective date of this Agreement shall be compensated while engaged in the scheduled training program not less than the amount he would have earned on the regular assignment he held at the time of entry into the training program.

Should a fireman (helper) be assigned to an extra list, his earnings during training will be determined on the basis of the average earnings of the extra list at the time he was removed therefrom for training purposes. Such determination shall be computed on the basis of the average earnings of the extra list at the last regulating period but in no event shall his earnings exceed the maximum mileage for extra men as set forth in schedule rules on the individual Carrier.

Compensation during training for a regularly assigned or extra fireman (helper) shall be not less than the weekly rate set forth in Paragraph A of this Article.

Firemen (helpers) who enter the training program from other than a regular assignment or an extra list will be compensated as set forth in Paragraph A of this Article.

The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman (helper) is absent of his own volition.

C. A fireman (helper) entering the training program who has established an earnings guarantee under the provisions of the Washington Job Protection Agreement, the Agreement of January 27, 1972 between the Carriers and the UTU, an employee protective agreement arising out of a transaction approval by the Interstate Commerce Commission under Section 5 of the Interstate Commerce Act, or an employee protective agreement arising out of the Rail Passenger Transportation Act of 1970, or an earnings guarantee of similar character, will not have such guarantee reduced account of his participation in this training program. However, there will be no duplication of payments under this Agreement and such protective agreements.

D. Firemen (helpers) in the training program will receive the benefits under Group Policy Contract GA-23000, as amended, or such other health and welfare program as may be in effect on the individual carrier, provisions of Article IX of the Agreement of September 14, 1968, and National Vacation Agreements (including the Interpretation of the Continuous Service Provisions of January 18, 1956) in effect with the UTU(E).

E. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification and promotion of firemen (helpers), or which provide for payment of an allowance for instructor(s), or which provide for preservation of the without fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on the individual Carrier.

ARTICLE VII - SUPERVISION OF FIREMEN (HELPERS) IN THE TRAINING PROGRAM

When firemen (helpers) participating in the training program are required to receive on-the-job training the engineer on the job selected will acquaint the fireman (helper) in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman (helper) in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and

engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman (helper) in training.

C. The presence of a fireman (helper) in training will not affect the engineer rate of pay when operating without a fireman (helper).

Note: *The use of the term "fireman (helper) in training" in this article refers to a fireman (helper) while actually engaged in the scheduled training program and who is being compensated pursuant to the provisions of Article VI, Paragraphs A, B or C of this Agreement.*

D. Engineer(s) will be required to complete progress reports as may be directed.

E. The provisions of this Article VII shall apply only on those Carriers where the UTU(E) represents the craft or class of Locomotive Engineers.

ARTICLE VIII - SIMULATORS AND OTHER TRAINING DEVICES

Provisions of existing agreements between the parties covering the use of simulators or other training devices used in the training of firemen (helpers) for promotion to locomotive engineer shall become part of this Agreement and shall remain in full force and effect unless and until canceled or amended in accordance with the specific terms of such agreements.

All other provisions of this Agreement shall apply to the use of simulators and other training devices used in the training of firemen (helpers) which are hereafter established.

ARTICLE IX - MISCELLANEOUS

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the Carrier, may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

ARTICLE X - EFFECT ON EXISTING AGREEMENTS

This agreement will supersede existing agreements relating to the training, qualifying and promotion of firemen (helpers) represented by the UTU(E) only to the extent set forth herein.

ARTICLE XI - DISPUTES COMMITTEE

There is hereby established a National Disputes Committee consisting of one Carrier member and one Organization member signatories hereto, the jurisdiction of which shall be limited solely to the settlement of disputes as to how existing individual agreements between a Carrier and the UTU(E) should be changed to conform to this Agreement, as outlined in Paragraphs (A) and (B) below:

(A) For the sole purpose of revising existing individual agreements so as to make them conform to this Agreement, a representative of each Carrier and the duly authorized representative of its employees shall, as expeditiously as possible, but in any event no later than forty-five days after the effective date of this Agreement, prepare and exchange in writing a list of agreement provisions which each party views as being superseded or modified by this Agreement.

(B) As expeditiously as possible, but in any event no later than seventy-five days after the effective date of this Agreement, the Carrier representative will meet with the duly authorized representative of its employees for the purpose of deleting and/or modifying any agreement rules in conflict with this Agreement.

(C) Any disputes arising solely in connection with the revising of individual agreements so as to make them conform to this Agreement and not settled on the property under the procedures outlined in Paragraphs (A) and (B) above may be referred by either party to the National Disputes Committee for a final and binding decision. Such disputes must be submitted within one hundred twenty days after the effective date of this

Agreement in compliance with the agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to the National Disputes Committee.

(D) The National Disputes Committee shall meet and consider any disputes that have been docketed within three months after the effective date of this Agreement. Subsequent meetings will be held on agreed-upon dates, provided such dates are to be no later than six months and nine months following the effective date of this Agreement. After deciding all of the disputes that have been docketed at the beginning of the nine months meeting, the National Disputes Committee shall cease to exist.

(E) In the event the National Disputes Committee is unable to reach a decision with respect to any submitted dispute, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted dispute. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such dispute, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

(F) The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any two members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties.

ARTICLE XII - COURT APPROVAL

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

ARTICLE XIII - EFFECT OF THIS AGREEMENT

A. This Agreement is in settlement of the dispute growing out of notices served on the Carriers listed in Exhibit "A" by the former BLF&E (UTU(E) on or about November 15, 1965, (identified as former BLF&E Notice No. 3), and shall be construed as a separate agreement by and on behalf of each of said Carriers and their employees represented by the organization signatory hereto, and shall remain in effect thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. [See amendment.]

B. This Agreement is intended to apply only to the rates of pay, rules or working conditions of firemen (helpers) and locomotive engineers represented by the UTU(E) and shall not be construed or applied otherwise.

C. The effective date of this Agreement shall be July 19, 1972.

SIGNED AT WASHINGTON, D. C., THIS 19TH DAY OF JULY, 1972.

For the Participating Carriers Listed in Exhibit A:

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

/s/ C. A. BALL
C. A. Ball

/s/ F. K. DAY, JR.
F. K. Day, Jr.

/s/ T. C. DeBUTTS
T. C. De Butts

/s/ G. L. FARR
G. L. Farr

/s/ J. R. JONES
J. R. Jones

/s/ J. J. MAHER
J. J. Maher

/s/ C. E. MERVINE, JR.
C. E. Mervine, Jr.

/s/ EARL OLIVER
Earl Oliver

/s/ G. S. PAUL
G. S. Paul

/s/ G. M. SEATON, JR.
G. M. Seaton, Jr.

For the Employees Represented By The United
Transportation Union:

/s/ M. W. HAMPTON
M. W. Hampton, Assistant President

/s/ J. W. JENNINGS
J. W. Jennings, Vice President

/s/ H. M. PRICE
H. M. Price, Chairman

/s/ M. H. NELSEN
M. H. Nelsen, Vice Chairman

/s/ A. B. HEALAN
A. B. Healan, Secretary

/s/ R. A. BONENO
R. A. Boneno, Member

/s/ R. M. GAMBRELL
R. M. Gambrell, Member

/s/ T. P. GORMAN, JR.
T. P. Gorman, Jr., Member

/s/ G. B. McKEE
G. B. McKee, Member

/s/ H. W. WHITE
H. W. White, Member

WITNESS:

/s/ WARREN S. LANE
Warren S. Lane
Regional Head Mediator
National Mediation Board

/s/ JACK W. CASSLE
Jack W. Cassle
Mediator
National Mediation Board

PARTICIPATING CARRIERS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE
AND THE EMPLOYEES OF SUCH CARRIERS REPRESENTED BY THE UNITED TRANSPORTATION UNION

Akron and Barberton Belt Railroad
Akron, Canton and Youngstown Railroad
Alton and Southern Railway
Ann Arbor Railroad
Atchison, Topeka and Santa Fe Railway
Atlanta & St. Andrews Bay Railway
Atlanta and West Point Rail Road - The Western Railway of Alabama
Atlanta Joint Terminals
Baltimore and Ohio Railroad
 Buffalo Division
 Strouds Creek and Muddlety Territory
Baltimore and Ohio Chicago Terminal Railroad
Bangor and Aroostook Railroad
Bauxite and Northern Railway
Bessemer and Lake Erie Railroad
* Boston and Maine Corporation
Buffalo Creek Railroad
Burlington Northern, Inc.
Butte, Anaconda and Pacific Railway
¹ Camas Prairie Railroad
Central of Georgia Railroad
Central Vermont Railway, Inc.
Chesapeake and Ohio Railway
Chicago and Eastern Illinois Railroad
Chicago and Illinois Midland Railway
² Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad
Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago, Rock Island and Pacific Railroad
Chicago Short Line Railway
Chicago, West Pullman and Southern Railroad
Clinchfield Railroad
Curtis Bay Railroad
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
Detroit and Mackinac Railway
Detroit and Toledo Shore Line Railroad
Detroit, Toledo and Ironton Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg and Pacific Railway
East St. Louis Junction Railroad
Elgin, Joliet and Eastern Railway
* Erie Lackawanna Railway
Fort Worth and Denver Railway
Galveston, Houston and Henderson Railroad
Galveston Wharves
Green Bay and Western Railroad
Greenwich and Johnsonville Railway

Gulf, Mobile and Ohio Railroad
 Illinois Central Railroad
 Illinois Northern Railway
 Illinois Terminal Railroad
 Indiana Harbor Belt Railroad
 Indianapolis Union Railway
 Joint Texas Division of the CRI&P and FtW&D Railway
 Kansas City Southern Railway (including KCS affiliates at Milwaukee-Kansas City Southern Joint Agency)
 Kansas City Terminal Railway
 Kentucky and Indiana Terminal Railroad
 Lake Superior Terminal and Transfer Railway
 Lehigh and New England Railway
 * Lehigh Valley Railroad
 Longview, Portland and Northern Railway
 Los Angeles Junction Railway
 Louisiana and Arkansas Railway
 Louisville and Nashville Railroad, Monon Division
 Maine Central Railroad
 Portland Terminal Company
 Manufacturers Railway
 McKeesport Connecting Railroad
 Minneapolis, Northfield and Southern Railway
 Minnesota, Dakota and Western Railway
 Minnesota Transfer Railway
 Mississippi Export Railroad
 Missouri-Kansas-Texas Railroad
 Missouri Pacific Railroad (including Gulf District, DeQuincy Division and former Union Railway
 (Memphis))
 Missouri-Illinois Railroad
 Monongahela Railway
 Montour Railroad
 New Orleans Public Belt Railroad
 New Orleans Union Passenger Terminal
 New York, Susquehanna and Western Railroad
 Norfolk and Western Railway -
 Atlantic and Pocahontas Regions;
 Lines of former New York, Chicago and St. Louis Railroad;
 Lines of former Pittsburgh and West Virginia Railway;
 Lines of former Wabash Railroad - East and West
 Norfolk Southern Railway
 Northampton and Bath Railroad
 Ogden Union Railway and Depot Company
 Oregon, California and Eastern Railway
 *³ Penn Central Transportation Company
 Pennsylvania-Reading Seashore Lines
 Peoria and Pekin Union Railway
 Pittsburg and Shawmut Railroad
 Pittsburg and Lake Erie Railroad, including
 Lake Erie and Eastern Railroad
 Port Terminal Railroad Association
 * Reading Company
 Ironton Railroad
 St. Joseph Terminal Railroad

St. Louis-San Francisco Railway
 St. Louis Southwestern Railway
 Seaboard Coast Line Railroad
 Soo Line Railroad
 Southern Pacific Transportation Company - Pacific Lines (including former El Paso and Southwestern System and Nogales, Arizona, Yard)
 Southern Railway
 Alabama Great Southern Railroad (including former New Orleans and Northeastern Railroad)
 Carolina and Northwestern Railway
 Cincinnati, New Orleans and Texas Pacific Railway (including former Harriman and Northeastern Railroad)
 Georgia Southern and Florida Railway
 Interstate Railroad
 New Orleans Terminal Company
 St. Johns River Terminal Company
 South Omaha Terminal Railway
 Spokane International Railroad
 Terminal Railroad Association of St. Louis
 Texas and Pacific Railway (including former Midland Valley Railroad and former Kansas, Oklahoma and Gulf Railway)
 Fort Worth Belt Railway
 New Orleans and Lower Coast Railroad
 Texas Mexican Railway
 Toledo, Peoria and Western Railroad
 Toledo Terminal Railroad
 Union Pacific Railroad
 Union Terminal Company (Dallas)
 Union Terminal Railway-St. Joseph Belt Railway
 Washington Terminal Company
 Western Maryland Railway
 Wichita Terminal Association
 Youngstown and Northern Railroad

 EXHIBIT A
 (Training)

*Subject to the Approval of the Courts.

¹Authorization applies on that part of the Camas Prairie Railroad covered by the Burlington Northern, Inc. (former Northern Pacific Railway) schedule.

²Authorization includes the Minneapolis Industrial Railway.

³Authorization excludes firemen on the former Louisville and Jeffersonville Bridge and Railroad of the former New York Central Railroad.

 FOR THE CARRIERS:

/s/ J. F. Griffin
 J. F. GRIFFIN

 FOR THE UNITED TRANSPORTATION UNION (E):

/s/ B. R. Calkins
 B. R. CALKINS

Washington, D.C., July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972 T-1

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that employees who on the effective date of Mediation Agreement, Case No. 9152, Sub 1, Sub. 2, Sub. 3 and Sub. 4, are engaged in an accelerated training program under existing agreements on individual railroads may continue their training program to completion in accordance with the terms of such agreements.

Yours very truly,

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972 T-2

Mr. M. W. Hampton
Assistant President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hampton:

In accordance with our understanding, this is to confirm that, in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and the service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,

/s/ William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON
M. W. Hampton

MANNING AND TRAINING

AGREEMENT

THIS AGREEMENT, made this 25th day of August 1978 by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

A. The parties hereto agree that the Agreement of July 19, 1972 relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI—Compensation During Training— of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

"Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to 3.125% of the weekly rate."

NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph VI, A does not apply unless within 30 days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the carrier.

2. Article I—Employment of Firemen (Helpers)—of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

"NOTE: For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than 26 days per month."

3. Section 5 of Article III—Employment Protection and Exercise of Seniority—of the July 19, 1972 Manning Agreement is hereby amended by adding the following paragraph (i):

"(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions of that district as the result of emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 1, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in a reduction in the number of firemen under this paragraph (i) will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this Section. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules."

4. Interpretation Committee

A Committee consisting of two organization and two carrier members is hereby established with authority to issue agreed-upon interpretations of the provisions of the July 19, 1972 Manning and

Training Agreements as modified by this agreement.

It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

B. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

C. General Provisions

1. Court Approval

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(ii) The parties to this Agreement shall not serve nor progress prior to January 1, 1981 (not to become effective before April 1, 1981) any notice or proposal relating to the July 19, 1972 Manning and Training Agreements, as amended, and any pending notices served by one party upon another pertaining to such matters, and not otherwise disposed of under paragraph (i) above, are hereby withdrawn.

(iii) The effective date of this Agreement shall be September 1, 1978.

SIGNED AT WASHINGTON, D.C. THIS 25th DAY OF AUGUST, 1978

FOR THE PARTICIPATING CARRIERS LISTED
IN EXHIBIT A:

CHARLES I. HOPKINS, JR., *Chairman*

C. F. BURCH

A. E. EGBERS

F. R. ELTERMAN

G. L. FARR

J. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERT E. UPTON

FOR THE EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION:

AL H. CHESSER

R. R. BRYANT

J. W. JENNINGS

H. G. KENYON

NATIONAL RAILWAY LABOR CONFERENCE

1901 L Street, N.W., Washington, D.C. 20036 Area Code: 202-862-7200

Charles I. Hopkins, *Chairman*
W. L. Burner, Jr., *Director of Research*
D. P. Lee, *General Counsel*

Robert Brown, *Vice Chairman*
J. F. Griffin, *Director of Labor Relations*
T. F. Strunck, *Administrator of Disputes Committee*

August 25, 1978

Mr. Al H. Chesser, President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

This will confirm our understanding that in the application of Article IV of Mediation Agreement, Case A-9152, Sub. 1., Sub. 2., Sub. 3., and Sub. 4., dated July 19, 1972 (Training), a fireman (helper) successfully completing the training program shall be certified as a locomotive engineer in all classes of service on his seniority district, except, however, if agreement rules require additional qualification, such rules shall not be affected.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,

/s/ C.I. HOPKINS, JR.
C. I. Hopkins, Jr.

I concur:

/s/ AL CHESSER

EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MAY 26, 1975, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION OF DESIRE TO REVISE THE UTU JULY 19, 1972 TRAINING AGREEMENT TO THE EXTENT INDICATED IN ATTACHMENT B, AND SUCH NOTICES AS MAY BE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed, as indicated below, and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union.

Akron & Barberton Belt Railroad
Alton & Southern Railway
Atchison, Topeka and Santa Fe Railway
Atlanta & Saint Andrews Bay Railway
Bangor and Aroostook Railroad
Bessemer and Lake Erie Railroad
Burlington Northern Inc.
Camas Prairie Railroad
Central of Georgia Railroad
Central Vermont Railway, Inc.

THE CHESSIE SYSTEM:

¹ Baltimore and Ohio Railroad
Baltimore and Ohio Chicago Terminal Railroad
Chesapeake and Ohio Railway
Western Maryland Railway
Chicago & Illinois Midland Railway
Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad
* Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Short Line Railway
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
Detroit and Mackinac Railway
Detroit, Toledo and Ironton Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet & Eastern Railway

THE FAMILY LINES SYSTEM:

Seaboard Coast Line Railroad
² Louisville & Nashville Railroad
Clinchfield Railroad
Green Bay and Western Railroad
Greenwich and Johnsonville Railway
Illinois Central Gulf Railroad
Illinois Terminal Railroad
Indiana Harbor Belt Railroad
Joint Texas Division of the CRI&P RR. and FW&D Ry.
Kansas City Southern Railway

Kentucky & Indiana Terminal Railroad
 Lake Superior Terminal and Transfer Railway
 Los Angeles Junction Railway
 Louisiana & Arkansas Railway
 Maine Central Railroad, Portland Terminal Company
 Manufacturers Railway
 McKeesport Connecting Railroad
 Minneapolis, Northfield and Southern Railway
 Minnesota, Dakota & Western Railway
 Minnesota Transfer Railway
 Missouri-Kansas-Texas Railroad
³ Missouri Pacific Railroad
 Fort Worth Belt Railway
 Missouri-Illinois Railroad
 New Orleans and Lower Coast Railroad
 Monongahela Railway
 Montour Railroad
 New Orleans Public Belt Railroad
 Norfolk and Western Railway
 Oregon, California and Eastern Railway
 Peoria and Pekin Union Railway
 Quanah, Acme and Pacific Railway
 St. Joseph Terminal Railroad
⁴ St. Louis-San Francisco Railway
 Soo Line Railroad
 Southern Railway
 Alabama Great Southern Railroad
 Cincinnati, New Orleans & Texas Pacific Railway
 Georgia Southern and Florida Railway
 Interstate Railroad
 New Orleans Terminal Company
 St. Johns River Terminal Company
 Spokane International Railroad
 Terminal Railroad Association of St. Louis
 Texas Mexican Railway
 Toledo, Peoria and Western Railroad
 Union Pacific Railroad
 Union Terminal Railway-St. Joseph Belt Railway
 Washington Terminal Company
 Youngstown and Northern Railroad

NOTES

*Subject to the approval of the Courts.

¹Includes the former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtis Bay Railroad.

²Covers the Monon Subdivision only.

³Includes the former Texas and Pacific Railway.

⁴Includes the AT&N District.

FOR THE CARRIERS:

CHARLES I. HOPKINS, JR.

FOR THE UNITED TRANSPORTATION UNION:

AL H. CHESSER

Washington, D.C., June 1, 1978

NOTES
