

# MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION  
(Houston Hub)

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## PEER TRAINING AGREEMENT

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The parties recognize that factors such as new or enhanced technology, FRA reporting requirements, the interest in improving employees performance and safety through training, etc., have created a need for expanded training programs. The use of peer trainers has proven to be an effective means to support various training programs. Accordingly, the parties agree the Carrier may supplement its training programs in the Houston Hub with peer trainers as follows;

1. The Carrier may develop a pool of peer trainers for both class room and field training purposes. The Carrier will determine the number of peer trainers in the pool.
2. The appropriate Carrier Officer(s) and the UTU General Chairman, or his designated representative(s), will work together to select peer trainer candidates who, in the judgement of the parties, are best qualified to act as peer trainers. It is anticipated the positions will be established at major home terminals within the Houston Hub but the parties recognize that the trainers may be sent to any terminal within the Houston Hub to assist with training. Trainers may also be required to train new trainers.

Note: It may not be necessary to have trainers in each Zone in the Houston Hub. A trainer may train employees anywhere within the Houston Hub. Peer trainers may be utilized to train any employee in the environments the trainer is qualified to provide training.

3. Employees selected as peer trainers will serve in that capacity for a minimum of twenty-four (24) months subject to the following:
  - (a) Employees participating as peer trainers will attend all necessary classes to qualify as a trainer.
  - (b) If necessary, the last month of the assignment will be devoted to assisting with training replacement(s).
  - (c) Peer trainers involved in an ongoing training assignment at the expiration of the two (2) year period will be permitted to complete the assignment.
  - (d) The parties may agree to extend an individual's peer training assignment an additional one (1) year each anniversary date following the expiration of the first two (2) year term.

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Q 1. May the peer training assignment be extend additional years after the first year extension.

A 1. Yes. In one (1) year increments if the parties mutually agree.

(e) No later than June 20 of each year, peer trainers will be required to report, in writing, to the General Chairman and the Carrier's designated representative whether they have or will accept system wide assignments outside the Houston Hub. Such peer trainers accepting peer trainer assignments outside the Houston Hub will not be permitted to hold an equity slot on the zone rosters in the Houston Hub. System trainers returning to active duty will not be permitted to exercise their common seniority until the annual realignment ("ratchet") of the roster(s) pursuant to the controlling agreement.

Note: Peer trainers failing to report to the General Chairman and the Carrier's designated representative their intent to accept trainer assignments outside the Houston Hub will not be permitted to accept peer training assignments outside the Houston Hub.

(f) Peer trainers will be required to maintain proficiency as a conductor/brakemen/yardmen while assigned to the peer training pool by taking all required examinations.

(g) A peer trainer may be relieved of his/her duties as a peer trainer by agreement between the Carrier and the Organization.

4. Peer trainers may be utilized for any training needs including, but not limited to, the following classroom and/or on-the-job training:

- (a) Rules examination.
- (b) Familiarization.
- (c) Operation Life Saver.
- (d) ATCS training.
- (e) Electronic tie-up.
- (f) FRA reporting.
- (g) TCS skills.
- (h) Hump system.
- (i) TE&Y help desk.
- (j) Conductor/foreman training.
- (k) Industrial switching/spotting instruction.

Employees may be proficient or become qualified as a peer trainer in some or all of the environments where trainers are utilized. When a training need arises in the Houston Hub, the Carrier will select qualified peer trainer(s) from the pool of trainers for the particular assignment. If the peer training assignment is anticipated to be thirty (30) days or less, the resulting vacancy caused by the peer trainer leaving a conductor/brakeman/yardman assignment will be treated as temporary vacancy under the existing rules. If the vacancy is anticipated to be for thirty-one (31) days or more days, then it will be treated as a permanent vacancy under existing rules. It is recognized manpower needs and other factors may lengthen assignments originally estimated to be less than thirty (30) days. In these cases the assignments will be bulletined as soon as it is known the peer trainer assignment will be longer than thirty (30) days.

NOTE 1: The parties recognize that certain training will require the carrier to utilize highly trained or specialized trainers or use more trainers than are available within the Houston Hub. In these cases the Carrier may utilize peer trainers from outside the Houston Hub to accommodate the training needs. In this case Houston Hub trainers qualified in the training needs will be utilized along with those from outside the Houston Hub.

NOTE 2: Peer trainers may be required to analyze and update data in connection with preparation or execution of training classes; to organize and schedule class attendance, and to determine class size based on workforce requirements only in connection with their peer training assignment.

NOTE 3: Peer trainers may be utilized as C.O.R.E. trainers independent from the terms of the C.O.R.E. training agreement.

Q 1: Can a peer trainer be used to conduct or assist in conducting efficiency tests?  
A 1: No.

Q 2: Will peer trainers be required to testify in disciplinary hearings regarding training given to an employee who is charged with a rule violation?  
A 2: No.

5. Peer trainer shall be compensated as follows:

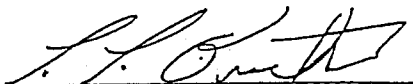
- (a) \$227.10 per day while attending "train the trainer" classes or working as a peer trainer. Employees occupying a reserve board position shall be paid \$149.97 per day in addition to reserve board compensation and shall remain subject to recall under the controlling agreement provisions.
- (b) When applicable, the daily rate shall be paid for the day preceding the commencement of the training classes or an assignment and for the day following the last day of the class or assignment in order to accommodate travel and/or rest.
- (c) Full time peer trainers (i. e. assigned for thirty (30) or more consecutive days including rest days) shall be guaranteed twenty-two (22) days per month.
- (d) The daily rates are subject to COLA and other general wage adjustments.
- (e) When required to work or attend classes at Houston Hub locations more than thirty (30) miles from the employee's residence or attend "train the trainer" classes held at locations outside the Houston Hub, employees will be compensated for travel arranged by the Carrier and expenses while away from home. Employees who receive permission to drive their personal automobile will be reimbursed at the current IRS mileage rate. Employees must turn in expense forms showing receipts for actual lodging, travel and meal expenses subject to Carrier policy.
- (f) Employees working as peer trainers will be treated as occupying the highest rated position for purposes of computing any applicable wage protection.

(g) It is understood that all time spent (including travel and assigned rest days) in any program addressed by this Agreement is considered the same as made up and available for guarantee purposes. Monies earned as a peer trainer will be used to offset guarantee where applicable. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and earnings.

6. When there is a need to reduce the number of peer trainers assigned to a project the group working on the project as peer trainers should be canvassed for volunteers who wish to return to regular duty. If there are insufficient volunteers, then reduction will be made in reverse seniority order.
7. Problems or disputes associated with application of this agreement will be handled between the General Chairman and Director of Labor Relations within ten (10) days of receipt of written notice.
8. This agreement may be canceled by either party upon sixty (60) days' advance written notice to other party of its intent to cancel. During that time, the parties will meet to discuss the reasons for serving the cancellation notice in an effort to resolve those issues and avoid cancellation of the agreement.

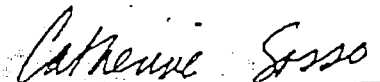
Signed this 15<sup>th</sup> day of June, 2000.

United Transportation Union:



L. L. Overton  
General Chairman, UTU

Union Pacific Railroad Company:



C. J. Sosso  
Director Labor Relations, UPRR