

MEMORANDUM OF AGREEMENT
#1810019429

between the

UNION PACIFIC RAILROAD COMPANY
for the territory
Eastern District

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INSTRUCTION-EXAMINATION CLASSES-OPERATING RULES

The parties signatory hereto fully endorse adherence to the Operating Rules and recognize the importance of instruction and examination on such rules in order to ensure that employees complete their duties safely and efficiently.

ACCORDINGLY, in regard to Instruction and Examination classes on Operating Rules, the parties hereby agree to the following conditions:

1. When notified by Carrier, employees will be required to attend Instruction-Examination classes covering Operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brakes and Train Handling Instructions, and Instructions for handling hazardous materials.
2. Employees required to attend the aforementioned Instruction-Examination classes will be paid in one of the following manners:
 - (a) Attendance during off duty hours will be paid from the time required to report until released, with a minimum of four (4) hours at the basic pro-rata rate of the last service performed.

NOTE: This includes employees who can attend classes immediately prior to or at the completion of their tour of duty, provided the employees have sufficient time under the Hours of Service Act.

- (b) Employees who are not afforded an opportunity to attend class during their off-duty hours will be paid for all time lost.

3. Employees who have completed their tour of duty will not be required to attend rule classes later in the day without at least eight (8) hours of proper rest.

Further, employees required to attend classes will not be required to protect their assignments later in the day without at least eight (8) hours of proper rest.

4. Employees will be given adequate advance notice of the available Instruction-Examination classes which will include the dates and times in which Instruction-Examination classes will be held. An employee must attempt to attend a class during his/ her off-duty hours unless such advance notice of classes clearly indicates that the employee will not be afforded such opportunity.

5. Employees required to attend Instruction-Examination classes at other than their home terminal will be reimbursed for necessary auto mileage at the prevailing rate for the use of personal automobiles.

6. Employees will be given and required to pass written examinations which will consist of questions relative to the rules, instructions etc., as set forth in Item 1. An employee who fails to satisfactorily pass the required examinations will be re-examined after having received instructions on the subject matter contained in such examinations. The instructions and re-examinations provided to the employee will be without any compensation.

7. (a) If an employee fails to pass the required examinations after two (2) attempts, such employee will be required to consult with the Superintendent or designated representative and his/her local chairman for the purposes identifying and possibly overcoming any problems associated therewith. Employees will be withheld from further service until such time as they have successfully passed all required examinations. The additional training and re-examinations will be without compensation to the employee.

(b) After the second failure of the operating examination, the employee will be given six months in which to successfully pass such examination. The employee will be given at least one opportunity per month during this time to pass the examination. At the completion of six months, if said employee has still failed to pass the necessary examinations, that employee will automatically terminate all seniority and employment rights with the Carrier. It is understood that the Organization retains the right to handle any such termination by appealing the termination directly to the highest level of appeal under the applicable time claims/discipline procedures. In the event the parties upon appeal do not reach an accord on the employee's termination, the Organization has the right to forward the dispute for final and binding resolution through the arbitration process set forth in the Schedule of Agreement as well as the Railway Labor Act.

8. An employee who fails to attend the required Instruction-Examination class without good cause will be withheld from service until such time as such employee attends the required class. The Carrier will upon request of the

employee, arrange for another Instruction-Examination class as soon as possible. The subsequent Instruction-Examination class will be without compensation to the employee.

9. It is understood that where any Agreement rules, procedures and/or understandings are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.

10. The terms and conditions of this Memorandum of Agreement shall be effective September 1, 1994, and should continue in effect except as may be modified or amended under the provisions of the Railway Labor Act.

Signed this 26th day of SEPTEMBER 1994.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/ Michael Young
M. A. Young
General Chairman, BLE

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ A. C. Hallberg
A. C. Hallberg
Director Labor Relations

/s/ L. A. Lambert
L. A. Lambert
General Director-Labor Relations