

## **Locomotive Engineer Training Agreement and Related Topics**

### **Highlights of the UTU 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 firemen-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 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**

### **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 applicable agreements now in effect.
- 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 fireman-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 relevant standing on the Firemen's Seniority Roster in their respective seniority district, except as otherwise provided in this Agreement.**

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.**

- 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 terms of such agreements notwithstanding the modification of such agreements as provided herein.**
- 3. Subject to the provisions of Paragraph 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 fireman'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 district on the effective date of this agreement, firemen-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 doing so, 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. Fireman-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 fireman-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 fireman-helpers on-the-job and classroom progress shall be maintained and reviewed with the General Chairperson 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 or she will be given a second opportunity to pass such examination. The second examination will be taken not less than thirty (30) days nor more than ninety (90) days following the 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 or 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 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 commensurate 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.

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

- 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 there from 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 not be 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 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 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, and 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 firemen 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 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 IV, 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 VII Simulators and Other Training Devices**

Provisions of existing agreements between the parties covering the use of simulators or other training devices used in 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 supercede 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 this agreement, prepare and exchange in writing a list of agreement provisions which each party views as being superceded or modified by this agreement.**
- B. As expeditiously as possible, but in any event no later than seventy-five (75) 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 (3) 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 subsequent 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 (10) 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 (30) 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 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.
- 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.

#### **Manning and Training Agreement**

##### **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 IV - 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 not be 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 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 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 organizations 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 (1) above, are hereby withdrawn.
- iii. The effective date of this Agreement shall be September 1, 1978.

Sideletter Concerning Seniority and Qualifications  
Excerpt from a letter dated August 25, 1978:

**"...in the application of Article IV of the Mediation Agreement, Case A-9152, Sub. 1, Sub. 2, Sub. 3, 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."**

**Sideletter Concerning Entry into Locomotive Engineer Training**

**Excerpt from a letter dated June 20, 1996:**

**This refers to the proper interpretation of Article XIII of the 1985 UTU Agreement.**

- 1. Employees with train service seniority prior to November 1, 1985, may take a written request for entrance into engine service on their seniority district at any time and, subject to meeting the minimum standards for entrance, will be sent to locomotive engineer training at the earliest available date.**
- 2. Employees whose seniority in train service is on or after November 1, 1985, are required, in order of their trainman's seniority, to attend locomotive engineer's training.**
- 3. Employees who do not meet the minimum standards for acceptance in to the training program will be held out of engine service. Upon qualifying for training, the employee will enter the training program at the earliest available date and establish engine service seniority on that date.**

**Criteria Used in Selection of Candidates**

**Applicants are selected for Locomotive Engineer Training on the basis of their relative seniority standing and from those trainmen who have submitted requests or are required to accept promotion. All applicants' requests to become engineers are reviewed by division officers, the General Manager and the Personnel Department to determine if an applicant is qualified to attend Locomotive Engineer Training. The Personnel Department makes the ultimate decision whether an applicant is approved or disapproved. If approved, applicants are sent to the McDonough, GA facility in order of their approval by the Personnel Department. Presently, employees establish an engineman's seniority date on the first day they begin training at the McDonough, GA facility. Trainmen who enter the training facility on the same day are placed on the enginemen's seniority roster in the same relative order of their standing on the trainmen's rosters.**

**The following four factors are presently used as criteria for selecting LET candidates:**

- 1. Medical qualifications**
- 2. Discipline record - A point schedule will be applied to the candidate based on frequency and / or severity of his discipline record. The following scale is used to determine points for deferred and actual suspension which, for selection purposes, are treated the same.**

<b># of Days</b>	<b>Points</b>
<b>0 - 15</b>	<b>1</b>
<b>16 - 30</b>	<b>2</b>
<b>31 - 60</b>	<b>3</b>

61 - 90	4
91 - 120	5
More than 120	6

A Letter of Reprimand, as a result of an investigation, or a waiver counts as one (1) point.

One point is subtracted from an employee's total for each twelve (12) consecutive month period without any discipline. An employee who has accumulated ten or more points will be rejected.

3. Attendance record
4. Appropriate achievement on pre-employment intelligence test

If an employee does not meet one or more of the above criteria, his application will be rejected.

#### **PAYROLL GUIDELINES FOR LOCOMOTIVE ENGINEER TRAINEES**

##### **Workweek Defined and Weekly Guarantee Rates**

- The Locomotive Engineer Trainee (LET) workweek begins on Saturday and ends the following Friday. During this seven day period, LET's are entitled to one (1) 24-hour "Rest Day," and are required to be properly rested, available, and subject to call six days out of every seven. For each day an LET fails to be "available" to work, the pro rata daily rate (1/6 of the weekly guarantee rate) may be deducted from the guarantee. The weekly guarantee rate for a LET in the first six months of training is \$700.16 and is claimed using miscellaneous claim code "EF." See Examples 1 and 2 below.
- LET's in their second six months of training are paid Fireman's Rate at whatever percentage their current rate of pay is at. The weekly guarantee rate for a LET in the second six months of training is \$791.54 and is claimed using miscellaneous claim code "EG." Such claim need only be made if the LET's pay (excluding meals/mileage) for the week is less than \$791.64.

##### **Overtime**

- LET's are entitled to overtime after 48 hours. Overtime is calculated by the total number of hours worked (actual on-duty time) in six days and deadhead time counts also in a 7 day period. LET overtime is claimed using miscellaneous claim code "EO." LET's in the first six months of training who work more than 48 hours in six days in a workweek, should submit two claims for that week: (1) "EF" for his/her weekly guarantee, and (2) "EO" for his/her overtime. See Example No. 3.
- LET's in their second six months of training are paid overtime after eight hours and a separate claim for overtime is no longer necessary.

##### **Working a Seventh Consecutive Day**

- LET's are entitled to an additional pro-rata day for working 8 hours (or less) on a seventh consecutive day. The pro rata daily rate for a LET in the first six months of training who works a seventh consecutive day is \$116.69 and is claimed using miscellaneous claim code "EA." See Example No. 4.
- The pro rata daily rate for a LET in the second six months of training who works a seventh consecutive day is \$131.94 and is claimed using miscellaneous claim code "EA." Such claim need only be made if the LET's pay (excluding meals/mileage) for the week is less than \$923.58.

#### **Working 48 Hours (or Less) in the First Six Days and More Than Eight Hours on a Seventh Consecutive Day**

- LET's in the first six months of training who work 48 hours (or less) in the first six days of a week, work a seventh consecutive day, and work more than eight hours on that seventh consecutive day, should submit two claims for that week: (1) "EF" for his/her weekly guarantee, and (2) "EA" for his/her additional pro rata day. The seventh day will be paid at the pro rata rate of \$116.69 PLUS overtime after eight hours. See Example 5 below.
- LET's in their second six months of training are paid actual time worked (with overtime after eight hours) and actual mileage each trip, so such claim need only be made if the LET's pay (excluding meals/mileage) for the week is less than \$923.58.

#### **Working More than 48 Hours in the First Six Days and More than Eight Hours on a Seventh Consecutive Day**

- LET's in the first months of training who work more than 48 hours in the first six days of a week, work a seventh consecutive day, and work more than eight hours on that seventh consecutive day, should submit three claims for that week: (1) "EF" for his/her weekly guarantee, (2) "EO" for his/her overtime, and (3) "EA" for his/her additional pro rata day. The seventh day will be paid at the pro rata rate of \$116.69 PLUS overtime after eight hours. See Example 6 below.
- LET's in their second six months of training are paid actual time worked (with overtime after eight hours) and actual mileage each trip, so such claim need only be made if the LET's pay (excluding meals/mileage) for the week is less than \$923.58.

#### **Working as Brakeman or Conductor While Training**

- LET's who are called as a brakeman or conductor are entitled to their weekly LET guarantee PLUS whatever pay is earned while working as a brakeman or conductor for any/all such trip(s), both first and second six month LET's. All pay during the first six months LET is at 100% LET rate of pay.

#### **Meals**

- LET's in the first six months of training are entitled to meals when working an assignment over 30 miles from the "home" terminal and such claims should be submitted using miscellaneous claim code "AD."
- LET's in the second six months of training are also entitled to meals, but claim for such may be made on the end-of-trip tie-up screen.

**Lodging**

- LET's are entitled to company-provided lodging when working an assignment over 30 miles from the "home" terminal throughout their training period.

**Personal Automobile Mileage**

- LET's are entitled to personal automobile mileage (one way) TO an away from home terminal and (one way) FROM the away from home terminal while working an assignment away from their home terminal but only when the company DOES NOT provide transportation (i.e. – taxi, company vehicle, etc.). This applies throughout the training period. Such claims should be submitted using miscellaneous claim code "AE." If the LET chooses to drive to and from the assignment each day rather than stay in company provided lodging, he/she will do so at his/her own expense. The mileage to and from an away from home assignment is only paid one time. You may be there six days but mileage is only paid one time unless you have authority to do otherwise from a Carrier Officer.

**Arbitraries**

- LET's are NOT entitled to detention time ("DE"), deadheads ("DS"), or any/all other arbitraries (i.e. – used off assigned territory ("UA"), lapback ("LB or LH"), etc.) throughout the training period. However, time consumed will count toward overtime if you exceed 48 hours for first six months LET or over 8 hours if second six months LET.

**Rate of pay**

- The step rate of pay for LET's is "frozen" during the first six months of training, for trainee pay and conductor/brakeman pay but is resumed thereafter.

EXAMPLES FOR THE 1st SIX MONTHS		
	Example 1	Example 2
Sat	Rest Day	Rest Day
Sun	Works 8 hours	Marks up at 13:00 after job has been called
Mon	Works 8 hours	Job out of terminal available, but not used
Tue	Works 8 hours	Job in home terminal; available, but not used
Wed	Works 8 hours	Works 8 hours
Thur	Works 8 hours	Job at away terminal; available, but not used
Fri	Works 8	Works 8 hours

	hours	
--	-------	--

Example 1 worked 48 hours all week and was available six days, while Example 2 worked 16 hours all week but was available four days.  
 In Example 1, the LET will receive his/her full weekly guarantee of \$700.16, because he/she was "available" six days out of seven and worked 48 hours (or less).  
 In Example 2, the LET will not receive his/her full weekly guarantee of \$700.16 because he/she was only "available" four days out of seven and worked 48 hours (or less). The LET in this example WOULD NOT be compensated for Sunday or Monday because he/she did not place themselves in time to go with his/her assignment. The LET WOULD, however, be compensated for Tuesday and Thursday because he/she was in place with his/her assignment. The LET in example No. 2 would receive \$466.76.

EXAMPLES FOR THE 1st SIX MONTHS		
	Example 3	Example 4
Sat	Rest Day	Works 7 hours
Sun	Works 12 hours	Works 6 hours
Mon	Works 11 hours	Works 9 hours
Tue	Works 11 hours	Works 7 hours
Wed	Works 10 hours	Works 9 hours
Thur	Works 12 hours	Works 10 hours
Fri	Works 10 hours	Works 8 hours

Example 3 worked 66 hours all week and was available six days, Example 4 worked 56 hours all week, and was available seven days  
 In example No. 3, the LET will receive his/her full weekly guarantee of \$700.16 because he/she was "available" six days out of seven and will receive overtime for the 18 hours in excess of the guaranteed 48 hours @ \$21.88 per hour.  
 In example No. 4, the LET will receive his/her full weekly guarantee of \$700.16 because he/she was "available" six days out of seven and worked 48 hours (or less). The seventh day would not be used to calculate overtime for the week, but would be compensated for at the additional pro rata daily rate of \$116.69. The LET in example No. 2 would receive \$816.85.

EXAMPLES FOR THE 1st SIX MONTHS		
	Example 5	Example 6
Sat	Works 9 hours	Works 12 hours
Sun	Works 7 hours	Works 10 hours
Mon	Works 8 hours	Works 10 hours
Tue	Works 8 hours	Works 11 hours
Wed	Works 8 hours	Works 11 hours
Thur	Works 7 hours	Works 12 hours
Fri	Works 11 hours	Works 12 hours

Example 5 worked 58 hours all week and was available seven days. Example 6 Worked 78 hours all week and was available seven days.  
 In example No. 5, the LET will receive his/her full weekly guarantee of \$700.16 because he/she was "available" six days out of seven and worked 48 hours (or less), will be compensated at the additional pro rata daily rate of \$116.69 for the seventh

consecutive day, and receive overtime for the two hours in excess of eight for the seventh consecutive day. The LET in example No. 2 would receive \$816.85 PLUS 2 hours of overtime.

In example No. 6, the LET will receive his/her full weekly guarantee of \$700.16 because he/she was "available" six days out of seven and worked more than 48 hours, will be compensated at the additional pro rata daily rate of \$116.69 for the seventh consecutive day, and receive overtime for the 18 hours in excess of 48 for the first six days and overtime for the four hours in excess of eight for the seventh consecutive day. The LET in example No. 2 would receive \$816.85 PLUS 22 hours of overtime.

ALWAYS be certain that you are included on your crew's time ticket and either tie yourself up or be certain that your conductor ties you up correctly. All claims for pay must be submitted using the correct payroll codes and in a timely manner so as to ensure that your pay is correct. The preceding information is provided only to assist you in understanding your pay and in no way supersedes or limits your contractual rights. Contact you local chairman if you have further questions.

Effective date of all rates of pay is July 1, 1999.