

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

SUBJECT: Locomotive Engineer Trainers

IT IS HEREBY AGREED:

Article I - Selection of Engineer Trainers

Section 1. Upon the effective date of this agreement, the BLE will provide the Carrier with a list of local BLE officials to contact in connection with the selection of engineer trainers. These local BLE officials will provide the designated Carrier officers with a list of engineers, who are willing to act as engineer trainers, working at each location where the Carrier intends to train trainees. After consulting with the designated BLE officer, the Carrier will select engineer trainers at a given location from the list provided by the BLE or from other engineer volunteers working at the location. The local BLE officials will update this list from time to time, as necessary.

Section 2. If there are not sufficient engineers on the list provided by the BLE, together with other volunteers, to meet the Carrier's need for trainers at a given location, the Carrier may designate additional engineers as trainers. Before the Carrier makes such additional designations, a local Carrier officer will meet with the designated local BLE officer to discuss the selection and designation of additional engineer trainers.

Article II - Trainer Supplemental Pay

An engineer trainer working with a trainee, or, at the direction of the Carrier, with another engineer for purposes of maintaining the other engineer's qualifications, will be paid for the trip at daily and mileage rates that are 1.1 times the regular basic daily rates and mileage rates. 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.

(EXAMPLE: An engineer working with a trainee who makes a through freight trip of less than the miles in a basic day, will be paid for the basic day received for the trip at 1.1 times the applicable daily rate. In other words, he will be paid a 10% premium over and above the regular pay for the basic day.)

Letter listing what is included in the 10% payment (pdf)

Article III - Specialized Training and Duties

The Carrier may require specialized training for engineers selected as engineer trainers, with pay for such specialized training to be in accordance with the training agreement dated 11/1/91 (OPS 2-91). However this specialized training will not be covered by the limitation in the training

Article IV - Engineer Trainer's Responsibilities

Section 1. The engineer is expected to permit the trainee to operate the engine and perform other functions of an engineer while under his direction, to the degree and in the areas where he feels the trainee has reached the level of competency to do so.

Section 2. The engineer trainer will be expected to comply with the operating rules, safety rules and mechanical book of instructions and to require that the trainee does likewise. The engineer trainer will not be held responsible for such things as broken knuckles, damaged drawbars or rough handling when the engine is operated by a trainee.

Section 3. If the trainee is actually operating the engine, the engineer must call attention to any oversight or error on the part of the trainee and, in cases where the situation warrants, take immediate and positive action to see that the engine and train handling is properly performed in accordance with the rules and safe handling procedures. Particular attention must be given to observance of such items as speed restrictions, signal aspects and other conditions which would require immediate action to avoid serious consequences. Further, at points where it is known that the speed of the train must be reduced, such as but not limited to, meeting points, an observance of a signal indicating reduced speed, slow orders, etc., the engineer trainer must place himself in close proximity to the trainee in order that the trainer may take immediate action to correct any oversight on the part of the trainee to properly control the train.

Section 4. If an incident occurs while the trainee is operating the engine, the engineer trainer will not be held out of service or have his engineer certification suspended pending investigation (either a disciplinary investigation held under the terms of the collective bargaining agreement or a hearing under the FRA regulations governing the certification of engineers) of the alleged violation of the rules, except in serious cases where fault seems apparent. By way of illustration but not limitation, "serious cases" is intended to mean such matters as gross insubordination, use of intoxicants, or where continuance in service would constitute, in Carrier's opinion, a hazard to the public, the Carrier, its employees or equipment. If the incident occurring while the trainee is operating the engine results in a formal investigation, the degree of responsibility of the engineer trainer will be carefully weighed in light of the performance and compliance with the above criteria as developed in the record of the investigation.

(Note: The parties understand that the FRA regulations concerning the qualification and certification of locomotive engineers govern the initial certification of engineers and the subsequent suspension or revocation of the certification, and that in the case of any conflict between this agreement and the regulations which may arise, the requirements of the regulations govern.)

Section 5. Engineer trainers will be required to complete progress, performance and evaluation reports on trainees assigned to them, as may be directed. Incompetence, lack of judgment, or other detrimental traits or attitudes on the part of the trainee will be reported.

Article V - Relief from Working with Trainees

Trainers may, after working with trainees for six (6) consecutive calendar months, request relief from training for a period of up to sixty (60) consecutive calendar day. If there are sufficient experienced trainers (trainer previously selected and used to train trainees) available at a location to meet the Carrier's needs, trainers may request and be granted relief from training beyond the sixty (60) consecutive calendar days provided in this Article.

Article VI - Effect of this Agreement

This Agreement supersedes all previous agreements, practices or understandings regarding locomotive engineer trainers and working with trainees.

Article VII - Effective Date

The effective date of this agreement is November 16, 1992.

This Agreement signed at Fort Worth, Texas, this 23rd day of November, 1992.

**For: BURLINGTON NORTHERN
RAILROAD COMPANY**

R.E. Cassidy
Asst. Vice President
Labor Relations

**For: BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**

R.E. Dean
Vice President, BLE