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ARTICLE 28 PROMOTION AND TRAINING

PART A - PROMOTION

Part A is

Art. 5

Sec. 2

Rev.

3/1/73

Modified

Section 1 - Promotion In Fireman Seniority Order

Firemen having successfully completed the prescribed training program shall be eligible as Engineers. Except as otherwise provided herein, the establishment of a date as Engineer shall date from the first service as Engineer on the seniority district. If there is a senior eligible Fireman who was not available and qualified at the time a junior Fireman established an Engineer's seniority date, such senior Fireman will (when he is available and qualified) be given the same seniority date and be senior as an Engineer to the junior Fireman who established the Engineer seniority date. No demoted Engineer will be permitted to hold a job as Fireman on any seniority district while a junior Engineer is working on the Engineers' extra list or holding a regular assignment as an Engineer on such seniority district (but there are proper local agreements on some seniority districts, which make exceptions to this sentence).

Modified
(last
sentence)

Note: See Article 27, Section G in regard to establishing an Engineer's seniority date in lap seniority territory.

Section 2 - Promoted Firemen Employed or Transferring

ditto
modified

When an individual who has had previous engine service experience is employed or transfers to another seniority district, he will establish a Fireman's seniority date on the new district as of the date of his first service as a Fireman on the new district. If a Fireman, who is already qualified as Engineer, transfers to another seniority district as a Fireman, he will be eligible as Engineer on the new district as soon as he completes the Carrier's requirements for familiarization and qualification on the new district, subject to the protection of senior Firemen on that district that is accorded by the 3rd sentence of Section 1, above, and Part B, Section 2 (c) of this Article.

ditto
modified

Section 3 - Notification and Protests of Promotion Order

The posting of notice of seniority rank (including block numbers in lap seniority territory) shall be done within 10 days following date of promotion and such notice shall be posted on every bulletin board of the seniority district(s) on which the Engineer holds rank. If not challenged in writing within 60 days after such posting, no protest against such date shall afterwards be heard.

(Article 28, Part B)

PART B - TRAINING PROGRAM FOR PROMOTION TO ENGINEER
(National Training Agreement of July 19, 1972, except as otherwise indicated.)

Section 1 - 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 Part B.

(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.

Section 2 - 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 relative standing on the Firemen's seniority roster in their respective seniority district, except as otherwise provided in this Part B.

(2) Subsequent to the adoption of this Part B, and except as provided herein, no employe, 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 Part B, 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 Part B. In the application of this Paragraph (b) any existing agreement between the parties requiring a minimum length of service before a Fireman (Helper) is eligible for promotion is superseded by this Part B unless mutually agreed to the contrary by the parties on an individual carrier.

Note: This Part B shall not require the training or promotion of Firemen (Helpers) on seniority rosters on the effective date of this Part B 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 the terms of such agreements notwithstanding the modification of such agreements as provided herein.

(3) Subject to the provisions of Paragraphs (b)(1) and (b)(2) above, all Firemen (Helpers) hired subsequent to the effective date of this Part B 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 (b)(3) 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 Part B who have failed promotional examinations under existing agreements prior to the effective date of this Part B 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 Carrier'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 Part B, Firemen(Helpers) may be required to enter the training program in seniority order irrespective of their length of service as Firemen(Helpers).

Section 3 - 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 Chairman 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 Chairman 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

employe 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.

(Revised by Frisco Agreement July 15, 1973)

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 monthly rate set forth in this Part B.

(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.

Interpretations:

JR

(1)(Frisco Agreement September 25, 1972)

L/A
9/25/72
Modified

When a Fireman is placed in the training program, the Carrier may "blank" his regular assignment (if it is in other than passenger or hostling service) if it is going to be used as a training assignment. If it is not to be used as a training assignment, or if it is so used initially but such use is later discontinued, it shall be bulletined as a permanent vacancy, subject to the regularly assigned Fireman's right to return to the assignment when his training is completed (in the same manner as though returning to his 30-day vacancy). If the assignment continues to be reserved when the regularly assigned Fireman completes his training and is ready to return to it, he shall be subject to the procedures set forth in the following Interpretation.

WJD

75

(2)(Frisco Agreement September 27, 1972)

Modified

When a Fireman is required to relinquish his assignment because it is going to be reserved for a training assignment, he may displace (bump) any junior regularly assigned Fireman, Hostler or Outside Hostler Helper. He may also choose to go to an already blanked assignment on which no one is assigned. This also contemplates, for instance, that if he is required to relinquish a certain Pool Fireman assignment, that he may displace (bump) onto another Pool Fireman assignment even though it may be in the same pool.

Likewise, a Fireman who was required to relinquish a pool assignment and then placed himself (for example) on a yard job, may later bid in a bulletined pool assignment. In other words, a Fireman who is required to relinquish a pool assignment is not prohibited from bidding or bumping onto another pool assignment in the same pool.

When the Fireman's original (training) pool assignment ceases to be used as a training job, he will automatically be placed back on that pool assignment and his other assignment should be bulletined.

When a Fireman is required to relinquish an assignment being reserved for training purposes and then places himself on some other regular assignment, if the training assignment should be abolished or he is

(Article 28, Part B Cont'd)

displaced from it by a senior Fireman before he is able to return to it, he does not thereby have displacement rights but, instead, the assignment that he is holding becomes his permanent assignment.

(o) Adequate records of Firemen (Helpers) on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

Section 4 - 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.

Section 5 - 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.

Interpretations:

(i) (Frisco Agreement March 1, 1973)

Failure to satisfactorily pass the final Mechanical Examination (which is a part of the "required final examination") on the first attempt shall not cause the trainee to be suspended from the training program pending his second attempt at passing that examination. Failure to pass that examination on the second attempt will, however, result in termination of his service (as will failure to pass the Transportation Rules Examination or satisfactorily meet other training requirements).

M/A
3/1/73

See
NRLC
C.R.
2/27/75

(ii) (Frisco Understanding May 15, 1975)
Firemen in training are presently required to satisfactorily complete two written test segments (i. e., one on mechanical matters and one on Transportation Rules and Instructions). (The final examination also includes and requires a satisfactory work demonstration by the trainee. A satisfactory physical examination is a condition for promotion but this examination is not actually a part of the final examination, which if failed causes complete severance of employment.) It is understood that if the Fireman fails one of these three final examination segments, he is required to repeat only that segment (but must repeat the complete segment). He would repeat all segments only if he fails all segments on the first attempt.

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 Part B, 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 Part B or failure to pass the final examination on the second attempt will result in termination of service.

Section 6 - Compensation During Training

M/A
6/15/73

(a) (Revised by Frisco Agreement June 15, 1973, except rate changed by subsequent National Agreements) Firemen (Helpers) shall be paid a minimum of \$1,269.89 per calendar month, 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 six days per calendar week commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar month a Fireman (Helper) is not available of his own volition; provided, however, 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 month.

Modified

(b) (Two paragraphs not reproduced -- apply only to Firemen in training who have seniority as of July 19, 1972)

(Revised by Frisco Agreement June 15, 1973.)
Compensation during training for a regularly assigned

(Article 28, Part B Cont'd)

or Extra Fireman (Helper) shall be not less than the monthly rate set forth in Paragraph (a) of this Section.

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 Section.

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 Part B 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 Part B 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.

Section 7 - Supervision of Firemen (helpers) in the Training Program

(not applicable - not reproduced)