

MEMORANDUM OF AGREEMENT

between

STOCKTON TERMINAL AND EASTERN RAILROAD

and its

SWITCHMEN AND ENGINEERS

represented by the

UNITED TRANSPORTATION UNION

It is agreed that the following provisions will replace the corresponding provisions of the basic agreement as indicated:

ARTICLE 1 - RATES OF PAY:

SECTION 3 - ADDITIONAL COMPENSATION

- b) The senior active engineer will be designated as Supervisor of Locomotive Engineers (DSLE) and will be entitled to an additional forty dollars (\$40.00) per shift, in addition to all other earnings when providing service as DSLE Locomotive Engineer Certification in accordance with 49 CFR 240

ARTICLE 14 - PROMOTION

SECTION 1 - ENGINE FOREMAN

- (a) A yardman's engine foreman date shall correspond to his helper's date.
- (b) All Yardmen must accept promotion to engine foreman when offered. Once promoted, yardmen, including those already promoted, will not be permitted to voluntarily relinquish foremen rights.

Note: A senior yardman may work as a helper if other yardmen who are promoted foremen are available..

SECTION 2 - LOCOMOTIVE ENGINEMEN

- (a) The Carrier will establish and maintain a training program to accelerate the training, qualifying and promotion of yardmen to the craft of Locomotive Engineman in accordance with the terms contained in this Article.

(b) Yardmen who desire to enter the senior grade of service as enginemen will be permitted to do so, according to their relative standing on the yardman's seniority list.

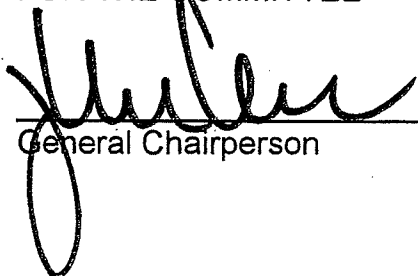
1. The Carrier will expedite the training, qualifying and promotion of yardmen having a seniority date as such on the effective date of this revised agreement.
2. All yardmen hired subsequent to the effective date of this agreement will be permitted to enter the training program if the needs of the service require additional enginemen, subject to the mutual agreement between the UTU General Chairman and the General Superintendent.
3. No yardman shall be deprived of his rights to examination, nor promotion according to his relative standing on the yardman's seniority list, because of any failure to take his examination by reason of the requirements of the Company's service, by sickness or by proper leave of absence; provided that upon his return he shall be immediately called and required to take examination and accept proper assignment.
4. If a junior yardman is promoted out of turn, such junior yardman will rank below any senior yardman as a Locomotive Engineman, when such senior yardman completes the program and is given a certificate as a Locomotive Engineman.
5. (Deleted)

SECTION 6 - REQUIRED TRAINING PROGRAM SCHEDULE

Six weeks of classroom instruction, on-the-job-training, review, testing and qualification as directed by the company. After receiving certification of promotion to Engineer, each Switchman shall exercise seniority in accordance with schedule rules


This agreement is effective May 1, 2004.

FOR THE COMMITTEE



General Chairperson

FOR THE COMPANY



Vice President and COO