

MEMORANDUM OF AGREEMENT between The Burlington Northern and Santa Fe Railway Company and the United Transportation Union (CT&Y) Former Coastlines Properties.

Concerning road employees at the terminals of San Bernardino, CA; Stockton, CA and Richmond, CA, rules, practices, and agreements covering assignment and vacancies on the former Coast Lines are changed as follows:

1. An employee in train service may exercise seniority by bidding or bumping on any position as conductor or trainman for which eligible under the current agreements.
2. A vacancy (including vacation) of 10 days or longer in train service, including extra boards, will be considered as permanent and filled by standing bid. All standing bids for 12:01 a.m. Monday vacations must be filed electronically prior to the start of that vacation. All vacations will start on Monday, but trainmen will be allowed to change the starting date of their vacations to coincide with their rest days. Trainmen will be allowed to change the starting date of their vacations to coincide with their rest days. When a vacation is moved up, the vacation vacancy will not be filled until Monday.
3. All standing bids will be destroyed when a conductor or trainman is assigned to a vacancy on the basis of his/her first choice on the standing bid.
4. An employee in train service whose former assignment has been filled during his absence under Section 2 hereof will, upon marking up for service, exercise seniority immediately. In those cases where the employee's former assignment was a local, road switcher, work train, or assigned freight, the returning employee will be allowed to displace a senior employee who is occupying the assignment vacated by the returning employee under Rule 17 (q)(1).
5. When exercising seniority, a conductor or brakeman desiring to displace on an extra board will displace the junior employee.

NOTE: An employee displacing on the extra board will displace the junior employee and then be marked to the bottom of the board.

6. New assignments (other than increased to pool freight and extra boards) will be advertised. Advertisements will be posted for five days. The senior applicant will be assigned at the time the bulletin closes, which will be 8:00 a.m. on the sixth day, including Saturdays, Sundays and holidays.

7. Standing bids must be filed electronically in the TSS System. Jobs will be assigned from standing bids that are on file at the time the vacancy occurs, or bulletin closes.
8. Only one standing bid may be on file at any one time. The standing bid must designate the assignments desired in preference order, regardless of grade of service (i.e. conductor, brakeman) or class of service (i.e. through freight, extra board, local, etc.). The most desired assignment will be designated as first choice, the next most desired assignment as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, the employee will be assigned to the one for which they have indicated the greatest preference.

NOTE 1: If an applicant is the senior bidder for an assignment based on other than his first choice on the standing bid, the entire standing bid form remains intact. For example, an applicant with 10 choices on their standing bid is awarded choice No. 5. In this case, all choices remain but he would not be assigned to any of choices 6-10 while occupying an assignment of higher choice.

9. When conductor/brakeman move from ground service to engine service, their standing bids for ground seniority will be destroyed.
10. A conductor/brakeman who has been displaced from his former assignment will have forty-eight (48) hours to bump, and if he bumps to the extra board, he will go to the foot of the board.

NOTE 1: If that employee wishes to place on a job over 30 miles from the home terminal, the 1996 National Agreement rule will apply

11. Standing bids will be for the pool freight board and not a particular turn in the pool. Standing bids will not be permitted from one assignment to another within the same pool.
12. A standing bid may be changed or withdrawn at any time prior to the time it is honored.

NOTE: A standing bid will take effect immediately when submitted.

13. An employee will not be permitted to voluntarily relinquish his position other than by bidding unless they have held the position for at least 30 consecutive days and will then be permitted to exercise seniority. In that case, an employee will displace a junior employee holding the highest preferred job listed on the standing bid. All standing bids will be destroyed if an employee utilizes the 30-day bump.

NOTE 1: This section does not apply to a supplemental extra board or a reserve board. An employee at an outlying point desiring to voluntarily relinquish his/her position must remain thereon until relieved under schedule rules.

NOTE 2: A 30-day bump may only be used within the same prior rights seniority district, and may only be used within ground service positions.

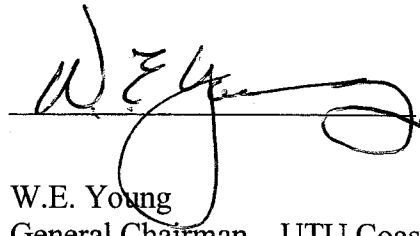
NOTE 3: Previous practice of vacating assignment and reverting to the governing extra board (prior to having been on that assignment for 30 days) is superseded by this agreement and no longer allowed.

14. When the number of employees on an extra board is reduced, the junior employee(s) will be removed, unless there are requests from senior employees.
15. An employee losing his assignment, including extra board, through no fault or action of his own must, unless he received permission to lay off, exercise seniority within 48 hours, calculated from the time of notification or release from assignment, whichever is later. If the employee fails to make displacement within the 48-hour period, he will lose his bump and be forced to displace the junior employee on the extra board. If the employee cannot hold the extra board, he must bump the junior employee in road service at the source of supply.
16. In the absence of a bid for permanent vacancy or new assignment, the position will be filled according to existing agreement rules.
17. When an employee is force assigned, he may submit a request to be released. At the time a junior employee becomes available (i.e. is marked up and ready to work the assignment). The employee who was force assigned will be released from the assignment. The released employee will be allowed displacement rights in the same class of service (road service) seniority permitting and the junior employee will be placed on the vacancy. If the vacancy is at an outside point, no deadhead will be paid. It will be the obligation of the force assigned employee to notify crew management when a junior employee becomes available.
18. Any agreement provision not superseded by the provisions of this agreement remains unchanged.

This agreement will become effective on 1/1/2003 and may be cancelled by a 10 day written notice one party upon the other.



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General Chairman -- UTU Coastlines