

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

At the terminal of San Diego, CA, rules, practices, and agreements covering assignment and vacancies for yardmen on the former Coast Lines are changed as follows:

1. An employee in yard service may exercise seniority by bidding or bumping on any yard position at San Diego for which eligible under the current agreements.
2. A vacancy (including vacation) of 10 days or longer in yard 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. Yardmen 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 yardman is assigned to a vacancy on the basis of his/her standing bid.
4. An employee in yard service whose former assignment has been filled during his absence under Section 2 hereof will, upon marking up for service, exercise seniority immediately.
5. When exercising seniority, a yardman 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 increases to 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. 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.

9. A yardman 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

10. 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 only within the San Diego yard. In that case, an employee will displace a junior employee holding the highest preferred job listed within the San Diego yard 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.

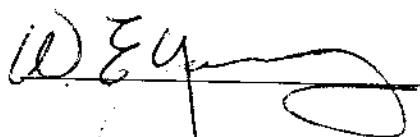
14. When the number of employees on an extra board is reduced, the junior employee(s) will be removed, unless there are requests from senior employees.
15. An employee losing his assignment, including extra board, through no fault or action of his own must, unless he received permission to lay off, exercise 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 (yard 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 _____ and may be cancelled by a 10 day written notice one party upon the other.


_____ MB

Gene L. Shire
General Director – Labor Relations



W. E. Young III
General Chairman – UTU Coastlines