MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union, Conductors, Trainmen and Yardmen's Committee.

The purpose of this agreement is to grant current employes, as well as those hired in the future, seniority over the entire Coast Lines.

IT IS AGREED:

- 1. Effective 12:01 a.m., October 16, 1985, employes holding seniority as conductor as of 11:59 p.m., October 15, 1985 on the Coast Lines, except Valley Division Seniority District, will be given a socalled "grand division seniority date" of October 16, 1985 and placed below those conductors appearing on the Valley Division seniority roster. The placement of these conductors on Valley Division Seniority District No. 1 roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should conductors from different rosters have the same seniority date, the age of the employe will apply in determining the senior employe on the new roster, provided this will not result in a change in the relative standing that conductors held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the conductors. Conductors on Valley Division Seniority District roster as of 11:59 p.m., October 15, 1985, will be considered prior rights employes.
- 2. The foregoing handling will be given for each seniority district on the Coast Lines, i.e., each roster will be revised and conductors not appearing on said roster will be added below the current employes on a dovetail basis in the same manner as the preceding paragraph.
- 3. Effective 12:01 a.m., October 16, 1985 employes holding seniority as brakeman as of 11:59 p.m., October 15, 1985 on the Coast Lines, except Valley Division Seniority District, will be given a so-called "grand division seniority date" of October 16, 1985 and placed below those brakemen appearing on the Valley Division seniority roster. The placement of these brakemen on the Valley Division roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should brakemen from different rosters have the same seniority date, the age of the employe will apply in determining the senior employe on the new roster, provided this will not result in a change in the relative standing that brakemen held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the brakemen. Brakemen on the Valley Division Seniority District roster as of 11:59 p.m., October 15, 1985, will be considered prior rights employes.
- 4. The foregoing handling will be given for each seniority district on the Coast Lines, i.e., each roster will be revised and brakemen not appearing on said roster will be added below the current employes on a dovetail basis in the same manner as the preceding paragraph.

CARRIER'S EXHIBIT # _

- 5. Effective 12:01 a.m., October 16, 1985 employes holding seniority as yardman as of 11:59 p.m., October 15, 1985 on the Coast Lines, except Valley Division Seniority District, will be given a so-called "grand division seniority date" of October 16, 1985 and placed below those yardmen appearing on the Valley Division seniority roster. The placement of these yardmen on Valley Division roster will be on a dovetailed basis and will be in line with their seniority dates on their respective prior rights rosters. Should yardmen from different rosters have the same seniority date, the age of the employe will apply in determining the senior employe on the new roster, provided this will not result in a change in the relative standing that yardmen held on their prior rights district. If the latter should occur, Carrier and Organization will agree on proper standing of the yardmen. Yardmen on the Valley Division Seniority District roster as of 11:59 p.m., October 15, 1985, will be considered prior rights employes.
- 6. The foregoing handling will be given for each seniority district on the Coast Lines, i.e., each roster will be revised and yardmen not appearing on said roster will be added below the current employes on a dovetail basis in the same manner as the preceding paragraph.
- 7. Employes hired on or after October 16, 1985 will be identified as non-prior rights employes and will establish a seniority date in the usual manner. This date will be the same for each seniority district; however, the district on which hired will be considered their home district.
- 8. Separate seniority rosters for each seniority district and craft of employe will continue to be maintained.
- 9. Brakemen promoted to conductors on or after October 16, 1985 will establish seniority in the same manner as heretofore and the seniority date will be the same on each roster. The trainmen's prior rights or home seniority district will be considered his conductors' prior rights or home seniority district for the purposes of this agreement. Service performed on any of the seniority districts will be included in determining service under Article 16.
- 10. Since conductor promotion classes are not held on the same date on each district in April and October, April 30 and October 31 will be used for the purposes of the conductors' rosters to ensure proper relative standing for employes who take promotion at different locations on different dates. This single date will not be applicable to conductors who were prevented from taking promotion in turn under the provision of Article 16 and are entitled to hold the same position on the conductors' roster(s) as they hold on the brakemen's roster(s).
- ll. An employe hired prior to May 15, 1981 working on other than his prior rights seniority district will be considered non-protected under the provisions of the Crew Consist Agreement dated May 19, 1981.

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- 12. Employes will only be permitted to transfer from one seniority district to another when there is an extra board increase and there are no employes their senior off-in-force or on stay-at-home on the district to which transfer is desired. When an employe desires to transfer from one seniority district to another, request must be submitted, in writing, and received by the designated company official prior to the board increase. Such requests must specify location and extra board desired. If more than one location or extra board is desired, separate requests must be filed. Insufficient requests to fill extra board increases will not be considered as a need to hire additional employes.
- 13. Request for transfer from one seniority district to another will automatically become null and void at the expiration of six months. Such request may be withdrawn at any time prior to being notified the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employe must report at new location within five days from release from current assignment.
- 14. If an employe is cut off at one location on a seniority district and can hold an assignment or extra board at another location on the same seniority district, the Stay-At-Home Agreement currently in effect on that seniority district will be applicable in such cases.
- 15. Employes voluntarily-transferring from one seniority district to another must remain in the district to which transferred for a period of not less than <u>six months</u> unless unable to hold any assignment or the extra board in road or yard service, in which event the employe may go off-in-force reduction or return to the district from which transferred and exercise seniority, if possible.
- 16. If an employe has transferred to another seniority district and is unable to hold the extra board or any assignment in road or yard service on that seniority district and returns to the district from which transferred, the six-month period referred to in Section 15 is null and void. If he again desires to transfer, he must make application in accordance with Section 12.
- 17. Carrier will not be liable for any moving expenses, transportation, housing, deadhead or any other costs or expenses for employes as result of this agreement.
- 18. An employe who is off in force or on stay-at-home leave on other than his/her prior rights/home district may be recalled to his/her prior rights district if the employe's services are needed. No deadhead will be payable in such cases.

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This agreement shall become effective October 16, 1985, but will not be implemented until January 1, 1986.

Signed at Chicago, Illinois this 9th day of October, 1985.

FOR THE ORGANIZATION:

FOR THE CARRIER:

General Chairman, UTU(D(&Y)

ice President - Personnel

and Labor Relations

APPROVED: