

MEMORANDUM OF AGREEMENT between the Burlington Northern Santa Fe Railway Company and the United Transportation Union (CT&Y) on the Arizona Division (Gallup, New Mexico) Seniority District of the Coast Lines.

Rules, practices, and agreements covering assignments and vacancies for conductors and trainmen on the Arizona Division (Gallup New Mexico) Seniority Districts of the 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 a vacation vacancy) of ten (10) days or longer in train service, including vacancies on extra boards will be considered as permanent and filled by standing bid. All standing bids for 12:01 a. m. Monday vacations must be on file with Crew Management by no later than 10:00 a. m. on Sunday. 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. When a vacation is moved up, the vacation vacancy will not be filled until Monday.**
- 3. All standing bids for conductor and trainmen's vacancies will be destroyed as of 12:01 a. m. December 1 of each year. Conductors and brakemen who desire to file a new standing bid to be effective 12:01 a. m. on December 1 of each year may do so. A standing bid will also be destroyed when a conductor or trainman is assigned to a vacancy on the basis of his first choice on the standing bid. The standing bid will also be destroyed when a conductor or trainman is the successful applicant for an advertised assignment. There will be a maximum of twenty (20) choices on the standing bid.**
- 4. An Employee in train service whose former assignment has been filled during his absence under Section 2 of this agreement 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.**
- 6. All new assignments (other than increases to pool freight and extra boards) will be advertised. Assignments will be advertised for five (5) days and close at 8:00 a. m. on the sixth day including Saturdays, Sundays and holidays.**
- 7. Standing bids must be in writing and filed with the proper authority. All standing bids must be submitted on a Carrier authorized form. A copy of the**

standing bid must be retained by the employee. Jobs will be assigned from standing bids that are on file at the time the vacancy occurs.

8. An employee can have only one standing bid on file at any one time. The standing bid must designate the assignments desired, by job number for all jobs except pool service and extra boards. The standing bid for jobs other than pools or extra boards must identify job number and location in preference order. The most desired assignment will be designated as first choice, the next most desired assignment as second, etc. In the event that an applicant is the senior bidder for more than one vacancy being filled simultaneously, he will be assigned to the one for which he has indicated the greatest preference.

NOTE: 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 his standing bid is awarded choice No. 5. In this case, choices 6-10 remain but he would not be assigned to any of these choices while occupying an assignment of higher choice.

9. When Conductors/brakeman move from ground service to engine service, their standing bids for ground service will be destroyed and must be resubmitted upon return to ground service.
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.
11. A standing bid may be changed or withdrawn at any time prior to the date it is honored by filing written notice with the proper authority, but such change or withdrawal will not be effective until 48 hours after it is filed. A copy of the notice to change or withdraw a standing bid must be retained by the employee.

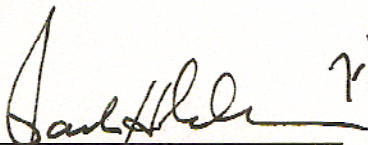
NOTE: A standing bid will take effect immediately when submitted if the employee has no standing bid on file.

12. 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 to be reduced from the extra board.


13. An employee losing his assignment, including the extra board, through no fault or action of his own must, unless he receives permission to lay off, exercise seniority within forty-eight (48) hours, calculated from time of notification or release from his assignment, whichever is later. If the employee fails to make displacement with the 48-hour period, he will loose 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 extra board prior.
14. In the absence of a bid for a permanent vacancy or new assignment, the position will be filled according to existing agreement rules.
15. 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 forced 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.
16. Any agreement provision not superseded by the provisions of this agreement remains unchanged.

This agreement will become effective on July 25, 2001, and may be cancelled by a 10 day written notice one party upon the other.

AGREED:

 7-19-01

Jack Holden, General Chairman
United Transportation Union


G. L. Shire, General Director
of Labor Relations