

MEMORANDUM OF AGREEMENT, between the Atchison, Topeka and Santa' Fe Railway Company and its employes represented by the Brotherhood of Locomotive Engineers, Coast Lines

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IT IS AGREED:

ELIMINATE ADVERTISED TEMPORARY VACANCIES AND ADOPT A TEN-DAY VACANCY AND STANDING BID RULE:

Vacancies:

(1) Vacancies known to be of ten (10) days' or more duration (including vacation) or after being vacant ten (10) calendar days, will be considered permanent and filled by standing bid.

(2) All standing bids for engineer assignments will be destroyed as of 12:01 A.M., December 1 of each year and those so desiring will be required to submit new standing bids to be effective as of that time. Standing bids will also be destroyed when an engineer is assigned to a vacancy on the basis thereof and such assignment is in accordance with his first choice.

(3) An engineer whose former assignment has been filled during his absence under Paragraph (1) hereof will, upon marking up for service, exercise seniority in accordance with schedule rules.

(4) When exercising seniority, an engineer desiring to displace in a pool, or onto a run where two or more engineers are assigned shall displace the junior engineer if there is no difference in layover.

(5) New engineer assignments (other than mileage extra-boards) will be advertised in accordance with schedule rules, the senior applicant therefor during the bulletin period to be assigned at the time bulletin closes. An assignment that has been impaired under schedule rules will be advertised as a new assignment. *DOES NOT APPLY TO POOL INCREASES, POOL INCREASES HANDLED BY STANDING B'D.*

(6) When an engineer occupies an assignment under advertisement as a result of the assignment having been impaired, he must place a written bid for the assignment if he desires same; otherwise, he shall not be permitted to exercise displacement rights over a junior engineer who may be assigned by bid or force assigned to the assignment at the close of the advertisement. Also, an engineer having displacement rights who exercises such rights onto an assignment under advertisement must at that time also place a written bid for the assignment. Should the engineers referred to in the two situations described above not be the senior applicants for the assignments they bid for, they may exercise displacement rights.

(7) Advertisements will be posted for at least four days, but not exceed seven days, prior to assignment.

(8) New assignments to the extra board will be filled by standing bid.

(9) The Carrier will not incur penalty in deadheading extra men to outside assignments to relieve other extra men who may stand for assignment under this rule.

NOTE 1: Standing bids must be in writing and filed with the proper authority. As a matter of information, a copy will be filed with the local chairman of the Brotherhood of Locomotive Engineers.

NOTE 2: Only one standing bid shall be on file at any one time, which standing bid shall designate the assignments desired in preference order, regardless of the class of service (road or yard); i.e., the most desired will be designated as first, the next most desired as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, assignment will be made to the vacancy for which he has indicated the greatest preference.

NOTE 3: A standing bid may be changed or withdrawn at any time prior to the date it is honored by serving written notice to the proper authority, but such change or withdrawal will not be effective until five days after it is filed. As a matter of information, a copy of such change or withdrawal will be filed with the Local Chairman of the Brotherhood of Locomotive Engineers.

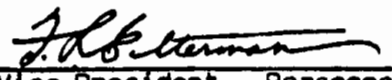
(10) This Agreement shall not be construed as changing or amending existing schedule rules or agreements, except as it is necessary to make the provisions of those schedule rules or agreements conform to this Agreement. If there is any conflict between an existing schedule rule and/or agreement and a provision in this agreement, the provisions of this agreement will apply.

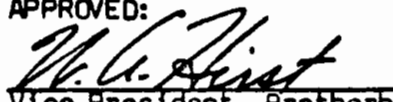
(11) This Agreement will be effective for a trial period of one year and shall continue in effect thereafter subject to a written six (6) month notice from either party on the other to amend or cancel.

Signed at Chicago, Illinois this 18th day of June, 1982.

FOR THE ORGANIZATION:

General Chairman, Brotherhood of Locomotive Engineers

FOR THE CARRIER:

Vice President - Personnel and Labor Relations

APPROVED:

Vice President, Brotherhood of Locomotive Engineers