

BN 3/21/86 OPS 4-86  
CT-37 YD-37

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD COMPANY

And

UNITED TRANSPORTATION UNION (former CB&Q)

In an endeavor to obviate some of the problems that arise under former CB&Q Trainmen's Schedule Rule 80, Yardmen's Schedule Rule 25 and Article X(f), and Section II(e), (f) and (g) of Implementing Agreement No. 7 pertaining to when a laid off employee should be recalled to service when forces are increased in a particular subdistrict of his consolidated seniority district, the following conditions will hereafter apply:

1. Trainmen or yardmen hired prior to June 13, 1975, are obligated to protect all work within their pre-existing seniority district. Failure to protect available service within the pre-existing seniority district will constitute unauthorized absence, subject to disciplinary action. These employees will not be required to exercise their seniority at points outside of their pre-existing seniority district. However, when laid off in force reduction on their pre-existing seniority district, they may displace anyone their junior (subject to prior rights allocations) within their consolidated seniority district. If they desire to be recalled in the subdistrict at which they were laid off (or any other subdistrict within their consolidated seniority district), they must make their intentions known in writing at the time laid off by filing their name and address, and later any subsequent address change, with the superintendent or designated employing officer and the local chairman (receipt of which will be acknowledged). Failure to so file, will relieve Carrier of any responsibility to recall the trainmen or yardmen when work becomes available at the point where laid off.
2. Trainmen and yardmen hired subsequent to June 13, 1975 will be required to protect their seniority at all points within the subdistrict in which they elect to work. Failure to protect available service in their subdistrict will constitute unauthorized absence, subject to disciplinary action.
3. Trainmen and yardmen hired subsequent to June 13, 1975 who have exhausted their seniority in the subdistrict in which they elect to work have the following options:

- (a) Displace a junior employe outside of the subdistrict and, if they desire to be recalled where laid off, may file their name and address in writing with the superintendent or designated employing officer and the local chairman (receipt of which will be acknowledged) of their desire to be recalled in that subdistrict when work becomes available. Failure to file the written notice or to notify the employing officer of address changes will negate Carrier's obligation to recall the employe in that subdistrict and the subdistrict in which presently employed shall become the subdistrict in which he elects to work.
  - (b) Accept layoff in the subdistrict in which working and file name and current address with the superintendent or designated employing officer and the local chairman (receipt of which will be acknowledged) of their desire to be recalled to service in that subdistrict when work becomes available. Failure to file the written notice and subsequent changes of address or failure to respond to recall within fifteen days from the date <sup>of receipt</sup> of registered letter advising of recall, will constitute forfeiture of all seniority rights.
  - (c) Accept layoff in subdistrict and, lacking sufficient seniority to displace in another subdistrict, may file written notice with the superintendent(s) or designated employing officer(s) and the local chairman (receipt of which will be acknowledged) of any other subdistrict within the consolidated seniority district of their desire to be called at the selected subdistrict(s) when work becomes available. When recalled in any subdistrict, the employe must update or cancel previous requests for recall at other subdistrict(s).
4. In all circumstances, failure to file written notice of desire to be recalled to service and failure to keep address current will constitute forfeiture of all seniority rights.
  5. To implement the foregoing provisions, all brakemen/yardmen currently in furloughed status will be mailed (to last address of record) three copies of a form to be completed and returned to the superintendent(s) or designated employing officer(s) and the local chairman setting forth their recall request. When the employee receives the blank forms in the mail, he will be required to complete the form and return it within thirty (30) days. If the completed forms are not returned within thirty (30) days, a second set of forms will be mailed to the employee by certified mail, receipt requested. Failure to furnish the completed forms upon second request will alleviate Carrier's responsibility to recall the employee when forces are increased.

6. Forms that are returned to the Carrier by the U.S. Postal Service as undeliverable because of address change will be given to the former CB&Q General Committee for further handling.
7. No claims or grievances will be filed by or on behalf of employees who fail to complete and return the required form.

This Agreement shall become effective sixty (60) days after signing or thirty (30) days after mailing is complete, whichever is later, and remain in effect until modified or changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas, this 21<sup>ST</sup> day of March, 1986.

FOR:  
UNITED TRANSPORTATION UNION

FOR:  
BURLINGTON NORTHERN RAILROAD COMPANY

By: *J. D. King*  
General Chairman

By: *L. A. Bakken*  
Director-Labor Relations

By: *Bob Long*  
Associate Chairman

By: *J. J. Kauczyk*  
Assistant Vice President-  
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**BURLINGTON NORTHERN RAILROAD**

Fort Worth, Texas  
July 20, 1987

File: CT-32  
YD-32

Mr. G. D. Hitz  
General Chairman, UTU  
4800 Wadsworth Blvd., Suite 218  
Wheat Ridge, CO 80033

Dear Mr. Hitz:

RE: Recalling CB&Q Trainmen/Yardmen From Furlough

This is in reference to our meeting on June 10, 1987 concerning the proper application of Memorandum of Agreement dated March 21, 1986, OPS 4-86, dealing with the recall rights and obligations of former CB&Q trainmen/yardmen. The following is our agreed upon questions and answers interpreting the Agreement:

Q-1. When a trainman/yardman is furloughed and files the appropriate recall request (FORM 26025 4-86) and is recalled when forces are increased, is he required to file another recall request when subsequently furloughed once again?

A-1. Yes, the Memorandum of Agreement and Rule 80 requires that an employee file his name and address with his employing officer each and every time he is furloughed.

Q-2. When working in one subdistrict and recalled to a more preferred subdistrict, how much time does the employee have to report.

A-2. The employee has 72 hours from the time notified or if on-duty, 72 hours from tie-up time.

Q-3. Can an employee file a recall selection request stating that he wants "yard service only" or "road service only" in a given subdistrict?

A-3. No. Recall requests are applicable to all classes of service.

Q-4. When an employee is recalled in a subdistrict and placed in yard service, is he restricted by the 28-day hold-down provisions?

A-4. No. The 28-day hold-down provisions contained in Implementing Agreement No. 7 apply only to voluntary moves from road to yard or vice versa. The original recall assignment is not considered a voluntary change.

Q-5 Will an employee who is working in his second or third choice subdistrict,

and subsequently recalled in a more preferred subdistrict, be subject to discipline if he does not report to his new work location?

A-5 Yes. Under these circumstances, the employee will be removed from his present assignment or extra list and required to report within 72 hours as specified in Q&A #2. Failure to report timely will be cause for disciplinary action.

Q-6 If an employee is, or has been, working in other than his preferred subdistrict and has a Rule 79 displacement right and is recalled to his preferred location, how much time does he have to report?

A-6 Same as specified in Q&A #2.

Q-7 When can an employee change his recall selection form?

A-7 An employee can change his selection form at any time when furloughed or while working in a subdistrict that is not his first choice. However, he can not change his selection after notification is received to report to another location.

Q-8 If a prior rights or non-prior rights trainmen/yardmen is furloughed and fails to file written notice to be recalled to service, does he forfeit his seniority rights?


A-8 Yes, pursuant to paragraph 4 of Memorandum of Agreement signed March 21, 1986.

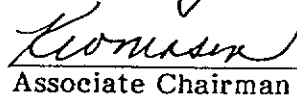
Q-9 How much time is allowed to file the necessary recall notice?

A-9 The employee is allowed 48 hours from the time he is notified of his displacement or removal from the extra list (and he is unable to hold another position in the subdistrict in which laid off) to file his recall notice.

The above is an accurate account of what we agreed upon at our June 10 meeting. If you concur, please sign in the space provided below. After you return a signed copy of this letter, we will distribute it to the Division Superintendents to be used in the administration of the Memorandum of Agreement.

I Concur:

  
General Chairman

  
Associate Chairman

Sincerely,



R. A. Bakken  
Director-Labor Relations