

BN 9/14/77

MEMORANDUM OF AGREEMENT
between
UNITED TRANSPORTATION UNION (C&T)
and
BURLINGTON NORTHERN INC.

Pending the conclusion of negotiations on a common BN schedule for conductors and brakemen, the parties to this agreement have reached accord to modify the prohibitions of the Cleveland Compact against an employee holding conductor seniority working as brakeman or yardman, when work as conductor is available. The following procedures will govern:

1. This agreement will apply only on the following seniority districts, effective on date shown below:

- Illinois-Wisconsin)
- Missouri)
- Nebraska) January 1, 1978
- Wyoming)

When this agreement becomes effective, Rules 72(c) of the CB&Q conductors' and trainmen's schedules, and all agreements and interpretations pursuant thereto will be cancelled.

2. (a) Conductors or brakemen who voluntarily exercise seniority to the other craft must remain in the service where voluntarily placed for a period of twenty-eight days, unless as a result of displacement such employee has insufficient seniority to continue in that craft.

(b) Employees working as conductors may exercise seniority from road service to yard service, or vice versa.

3. No employee holding conductor seniority will be permitted to work as brakeman-yardman if his services are required as conductor, either regular or extra, unless his seniority has been restricted by the Company for physical or disciplinary reasons.

4. (a) A temporary vacancy is one other than a vacation vacancy, not known to be of more than thirty days' duration. Temporary vacancies for conductors will continue to be filled from conductors' extra boards. Where conductors' extra boards are not maintained, or when such boards are exhausted, temporary conductor vacancies will be filled by available employees as follows:

1st: By the senior demoted conductor on the turn or assignment

2nd: By the senior demoted conductor at the headquarters point of the turn or assignment

3rd: By the senior demoted conductor at the source of supply for that turn or assignment.

(b) A demoted conductor who stands for a temporary vacancy at other than a source of supply, who lays off to avoid the call or who misses the call, must take that vacancy upon reporting, if it still exists.

5. (a) All vacancies other than vacation vacancies known to be of more than thirty days' duration will be considered permanent and filled as such per schedule rules. If there are no applicants for permanent conductor vacancies (including conductor pool turns and extra lists not filled within twenty-four hours of the vacancy occurring), they will be filled in the following order:

1st: By the junior demoted conductor at the point. A prior rights conductor will not be forced off his prior rights territory under this paragraph.

2nd: By the junior demoted conductor in the zone, set forth in Implementing Agreement No. 7.

3rd: By the junior demoted conductor within the subsidiary or subdistrict. A prior rights conductor will not be forced off his prior rights territory under this paragraph.

4th: By the junior demoted conductor holding prior rights in the territory of vacancy.

5th: By the junior demoted conductor from the subdistrict nearest the vacancy. A prior rights conductor will not be forced off his prior rights territory under this paragraph.

(b) A demoted conductor who had no opportunity to bid or place himself on a permanent vacancy filled through the forced-assignment procedures outlined in (a) hereof, will be granted a displacement right to that vacancy upon return to duty or headquarters point, provided no other service is performed prior to placing on the vacancy.

6. It is recognized that it may be necessary to revise and/or amend this agreement, and the Organization and Carrier representatives agree to meet and work out a satisfactory solution to any problems that may arise to protect the interests of the Carrier and the interests of the Employees. This agreement will become effective on the date indicated above, and will be subject to automatic cancellation by the serving of a thirty-day notice by either party, in which event the provisions of CB&Q Rule 72(c) and all agreements and interpretations thereunder will be reinstated upon expiration of the notice period.

Signed at St. Paul, Minnesota, this 14TH day of SEPTEMBER, 1977.

For
BURLINGTON NORTHERN INC:

T. C. De Butts
Vice President-Labor Relations

For
UNITED TRANSPORTATION UNION (C&T)

[Signature]
General Chairman

Sec. 6 hereof, changed to cancellation, pursuant to provisions of Railway Labor Act, as amended, August 14, 1978.