

1976-1

MEMORANDUM of Agreement between Burlington Northern Inc., Spokane Division, United Transportation Union representing former Great Northern 12th Seniority District Conductors and Brakemen and the United Transportation Union representing former Great Northern Switchmen at Wenatchee, Washington, establishing a combination conductor-brakeman-switchman extra board at Wenatchee, Washington.

1. The combination extra board established at Wenatchee will be a rotating extra board with the men assigned thereto working first-in first-out.
2. Those employees assigned to the extra board at Wenatchee will be utilized to man all yard service at Wenatchee, and in addition all road service assignments with home terminal Wenatchee which were formerly protected by the Spokane road extra list, including the local assigned with terminal Okanogan, and including the Extra Mansfield Local formerly protected by chain gang crews.
3. Those employees assigned to the Wenatchee extra list will be guaranteed the equivalent of 3,000 miles per month at the brakeman basic local freight rate, and all compensation received will be utilized in computing the guarantee payment due. The guaranteed extra list at non-common yards established by Agreement dated May 9, 1972, between BN and the UTU-S will not be in effect at Wenatchee during the duration of this agreement.
4. If an employee is not assigned to the extra board for a full calendar month, his guarantee will be prorated based on the number of days he is assigned to the extra board. For example, if he is assigned the position on September 11 and remains on the extra board for the balance of the month, he will be allowed 20/30 of the guarantee. For computing the guarantee, the calendar day on which an employee vacates the extra board will be considered a day off the extra board and the calendar day on which he marks to the extra list a day of protecting same.
5. If an extra man is not available for service for any reason for which he stands, the lost earnings will be applied against the guarantee to which he would otherwise be entitled for that particular month.
6. The allocation of preferential rights to this extra board will be to former CN Wenatchee switchmen and former Great Northern 12th Seniority District Trainmen, as follows:

7 Wenatchee switchmen
2 GN 12th trainmen
1 Wenatchee switchman
1 GN 12th trainman
etc.

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7. Positions on the Wenatchee extra list will be bulletined December 1, 1976, for the period ending July 1, 1977, and each January 1 and July 1 subsequent there for a six (6) month period and successful bidders will be immune from displacement during those six (6) month periods.
8. The number of men assigned to the extra board will be regulated by the Carrier with the cooperation of the interested local chairmen. Decreases will be in reverse order of seniority except in the case of force-assigned employees who will be given the opportunity to vacate the extra board in seniority order.
9. Should the extra board established under this agreement become exhausted, road vacancies will be filled from the source of supply at Spokane in the same manner as prior to this agreement being placed in effect, with deadhead allowance paid in accordance with schedule rules.
10. Conductors vacancies on runs listed in Paragraph 2 will be filled by the senior conductor on that crew (if any) and his position filled by the Wenatchee extra list. If there is no promoted man on the crew, the first out promoted man on the Wenatchee extra list will be called. If none, the first out promoted chain gang brakeman will be used for one trip only, and his vacancy then filled from the Wenatchee extra list.
11. In the event a vacancy for conductor occurs on a chain gang crew destined Spokane the senior promoted brakeman on that crew will be used as conductor and his vacancy filled from the Wenatchee extra list. In the event a brakeman is unable to make his return trip to Spokane, the Wenatchee extra list will be used to fill his position. When extra board men are called in line with this paragraph, they will be deadheaded back to Wenatchee upon arrival at Spokane.
12. Employees assigned to this extra board at Wenatchee will be paid at the rate of the service for which called, i.e. conductor, brakeman, switchman.
13. Merger protected employees who earned their protected rate as a switchman at Wenatchee will not have the earnings of the Wenatchee extra list utilized as an offset against merger guarantee claims should such employee elect to remain on a regular Wenatchee yard assignment.
14. It is agreed there will be no penalty claims presented or progressed as the result of the implementation of this agreement.

15. This Memorandum of Agreement is effective 12-1-76, 1976 and is subject to cancellation upon ten (10) days written notice by any party signatory here

FOR THE BURLINGTON NORTHERN INC.

R. Hammon
Superintendent

FOR THE UNITED TRANSPORTATION UNION

Ronald L. Boyd
Local Chairman

Glenn H. Hoop
Local Chairman

Robert J. Fuly
Local Chairman