

MEMORANDUM OF UNDERSTANDING

Between

BURLINGTON NORTHERN INC.

and

UNITED TRANSPORTATION UNION (T) (S)

Relative to Implementation of the Daily Markup System
For Employees Working in Yard Service at
The Spokane Consolidated Terminal

1. (a) All yard assignments at this consolidated terminal will be governed by former Northern Pacific Schedule rules, interpretations and agreements applicable to yard service, except as otherwise provided in this agreement.
- (b) All yard assignments in the consolidated Spokane Terminal will be shown on a yard crew board consistent with rules and practices on the former Northern Pacific Railway. The daily markup system applicable on the former Northern Pacific Railway will apply to employees on such yard assignments.
2. (a) The yard crew board will be marked up each day as nearly as possible at 1:00 PM. Regular yardmen desiring to exercise seniority to some other assignment or reporting for service after laying off or leave of absence will do so prior to 11:00 AM.
- (b) Extra switchmen will not be marked on vacancies at markup time but instead will be called as nearly as possible one and one-half (1½) hours prior to the designated time for reporting for duty. Rule 25 - Missing Calls - as contained in the former Great Northern Schedule Agreement effective September 1, 1957, will apply to extra men.
3. (a) When vacancies in "days off" periods occur, such "days off" shall be bulletined for seniority preference by posting notice at the 11:00 AM markup. Yardmen may make application in writing, signifying their choices of such available "days off" periods and the senior applicants will be assigned at 11:00 AM of the seventh day of the vacancy.
- (b) An extra engine worked more than three (3) consecutive days in the same starting time bracket will become subject to the conditions of a regular assignment; however, the "days off" period(s) created thereby will not be bulletined for seniority preference until such engine is continued in service for a total of seven (7) consecutive days.
4. When a vacancy in the position of yard foreman occurs after the 1:00 PM markup, such vacancy will be filled in the following manner:

- (a) By the senior available qualified helper, marked up as such, who has not worked or commenced service that calendar day and who is marked on a yard crew assignment with the same starting time and at the same point as the assignment on which the vacancy exists.
- (b) If the regularly assigned yard helpers referred to in Item (a), next above, are either not available or not qualified to act as foreman, by the senior qualified helper marked up as such who has not worked or commenced service that calendar day and who is marked on a yard crew assignment in the same starting time bracket and at the same point as the assignment on which the vacancy exists.
- (c) If the regularly assigned yard helpers referred to in Items (a) and (b), next above, are either not available or not qualified to act as foreman, by the first out available qualified yard foreman on the extra board.
- (d) If the yardmen referred to in Items (a), (b), and (c), next above, are either not available or not qualified to act as foreman, by the senior available qualified regular yardman who is on his assigned "days off" period and who has signified in writing his desire to be used for extra work and such extra work would not result in his not being available to protect his regular assignment.
- (e) A vacancy in the position of yard helper resulting from filling a yard foreman's vacancy described in Items (a) and (b), next above, will first be filled from the extra board.

5. Rotary Extra Board:

- (a) A rotary extra board will be established and shown on the yard crew board by first assigning extra yardmen in their seniority order, thereafter such extra list to be operated so that extra men will be marked up in turn on the extra list at the completion of shift regardless of tie-up time and the extra list will rotate in the manner handled on the former Great Northern except as modified hereinbelow.
- (b) A regular yardman may place himself on the rotary extra list on the 15th or 30th of the month (or last day in the month of February) provided that notice is given twenty-four (24) hours in advance of the time such yardman desires to be so placed. Such yardmen will be placed at the bottom of the extra board initially.
- (c) A regular yardman who voluntarily places himself on the extra board will remain on the extra board not less than thirty (30) days, after which he may exercise seniority to the "days off" of his choice provided he has sufficient seniority to displace the incumbent of such "days off" position and provided he does so prior to 11:00 AM on the day he elects to become a regular yardman.

- (d) The "days off" vacated as a result of a regularly assigned yardman electing to place on the extra list will be bulletined for seven (7) days and assigned to the senior applicant. The "days off" so vacated will be filled during such seven-day period by temporarily assigning the junior yardman on the extra list.
- (e) The extra list will be maintained consistent with service requirements to provide sixth and seventh day service at straight time rates with reasonable regularity.
- (f) An extra man changing to a regular assignment, or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight (8) hours of work following such change.
- (g) Extra switchmen will not be permitted to lay off for less than a twenty-two and one-half (22½) hour period; and when reporting for duty after laying off, will be placed at the bottom of the extra list unless there are no yardmen on the extra board available at the straight time rate.
- (h) In the event the extra list established in conformity with Item 5(a) of this agreement becomes exhausted, yardmen will be called in the following order:
 - 1) Regular yardmen on their assigned "days off" who have signified in writing their desire to be used for such extra work will be called in line with their seniority and availability, provided it would not result in their not being available to protect their regular assignment.
 - 2) When the supply of yardmen enumerated in Item 1), next above, is exhausted, regular yardmen working on the day of the vacancy who have signified in writing their desire to be used for such extra work will be called in line with their seniority and availability provided it would not result in their not being available to protect their regular assignment.

NOTE:

The term "availability" as used in this agreement means available to commence work at the time and place designated for the engine or shift to start work, and available for eight (8) hours of service under the Hours of Service Law.

- 3) A list of regular yardmen who have expressed in writing their desire to be used for extra work under this Item 5(h), will be set up, maintained and posted in the yard office. Regular yardmen expressing the desire to perform such extra work will be required to indicate by written applications the shift period or periods they will be available for, which will be shown on the list posted in the yard office.

- 4) Regular yardmen who have signified their desire to perform extra work under the provisions of this agreement will be required to protect such extra work for the shift period or periods as shown in their written applications, unless they seek and secure permission to lay off in the usual manner. A regular yardman signifying his desire to be used in conformity with Item (h) 1), who requests and is granted permission to lay off on an assignment in one starting time bracket will not be called for another vacancy in the same starting time bracket. However, he will be entitled to be called for a vacancy occurring in a subsequent starting time bracket provided of course he has signified his desire to be used in such subsequent starting time bracket.
- 5) A regular yardman, whose name is on the list in conformity with the foregoing, may by written request have his name removed provided his name has been on the list for at least thirty (30) days. If he elects to have his name replaced on the list, he may do so by written application, effective not earlier than thirty (30) days from the date his name was last taken off the list.

NOTE: The foregoing paragraph is not intended to prevent a yardman, whose name is on the list, to change designation of the shift period or periods he will be available for, once during any seven-day period commencing with Monday, provided such request is made in writing.

Failure of regularly assigned yardman to protect service under the provisions of this agreement will be considered withdrawal of his written request for such service. Thereafter, they may reinstate requests for additional services under the terms of this agreement by twenty-four (24) hour written notice to their supervisory officer.

- 6) Nothing contained in the provisions of this Item 5(h) shall be construed as modifying or changing the provisions of the Memorandum of Understanding of September 10, 1952, except as herein specifically provided for.
6. (a) Former Northern Pacific agreements relative to the air hose coupling function will be supplanted by former Great Northern Rules Nos. 63 and 65 as amended effective July 1, 1967, and all members of a yard crew will be paid an arbitrary allowance of thirty (30) minutes for each tour of duty whether or not the coupling function is actually performed.
 - (b) It is understood that in consideration of the allowance provided in Item 6(a), next above, at this common consolidated yard, employees in yard service will not be entitled to any additional pay over and

above the basic rate received for their tour of duty for any yard service performed by such employees within switching limits such as air tests and inspection, chaining up cars, rerailling cars, bleeding air, making reports, weighing cars or supplying cabooses where one is used by a yard crew.

7. A general description of the work to be performed by regular assignments at this common point, including the type of work contemplated by the assignment and location, will be posted but will not be construed or intended to mean that such assignments are restricted to such service or work location.
8. Switchtenders.
 - (a) In the event switchtender positions are established, train and yardmen disabled in the service of the Company will be given preference for employment as switchtenders wherever injuries do not render them unfit for such duties. Disabled train and yardmen desiring to be considered in line for such positions may file applications with the proper officer of the Company upon the division where the injury was received.
 - (b) Permanent and temporary vacancies in the positions of switchtenders will be subject to the exercise of seniority by regular yardmen (former NP or GN) in the consolidated Spokane Terminal who will be paid at switchtender's rate.
 - (c) In the event no regular yardman exercises seniority to a temporary vacancy on a switchtender's position, extra yardmen will be called in accordance with the provisions of Item 5 hereof and will be paid the yard helper's rate of pay.
9. It is recognized that conditions inherent to operation of the daily markup system and/or the rotary extra list, which cannot be foreseen, may arise which will be incompatible requiring modification of this agreement. In such event the local representatives of the Organization and the Carrier will endeavor to resolve such matters until the parties signatory hereto can reach a mutually satisfactory understanding.
10. Nothing contained in the provisions of this agreement shall be construed as modifying or changing the provisions of the Memorandum of Understanding of September 10, 1952, except as herein specifically provided for.

11. (a) This Memorandum of Understanding shall become effective December
4th, 1972.
- (b) This Memorandum of Understanding may be cancelled at any time by the serving of ten days' written notice by either party to the other of their desire to do so.

1. The "parties" to this agreement are recognized as the UTU(S) (T) and BN Inc.

FOR
THE UNITED TRANSPORTATION UNION:

F. W. Kueger
General Chairman UTU-T

George J. Kelley
General Chairman UTU-S

FOR
BURLINGTON NORTHERN INC:

T. C. ReButts
Vice President-Labor Relations