

MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 16, Section A, paragraph (1) of the Yardmen's Schedule effective January 1, 1973, is revised as follows:

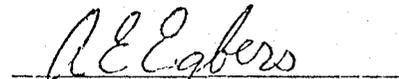
(1) Extra men will work first-in, first-out, and will be called as near as possible one hour 30 minutes before starting time of the assignment called for. Extra man can hold a vacancy but one shift, except as provided in Article 15, Sections (a) and (b). If not called in proper turn in accordance with standing on the extra board, an extra man will be allowed a day in full and final settlement and shall retain his standing on the extra list. Extra men must remain available to protect work on a first-in, first-out basis as provided above. If an extra man does not respond to a call, he will be marked off and will not be permitted to mark up on the extra list until the man who accepted the call has completed the vacancy.

Signed at St. Paul, Minnesota, this 4<sup>th</sup> day of January, 1982, and will become effective January 16<sup>th</sup>, 1982.

FOR: Yardmen represented by  
UNITED TRANSPORTATION UNION

For: BURLINGTON NORTHERN  
RAILROAD COMPANY

  
General Chairman

  
Vice President-Labor  
Relations

DRCAUTU4,2331

ARTICLE 16

SECTION A

EXTRA BOARD REGULATION

REVISED  
Article 13 (B)  
MODIFIED

(1) Extra men will work first-in, first-out, and will be called as near as possible one hour 30 minutes before starting time of the assignment called for. Extra man can hold a vacancy but one shift, except as provided in Article 15, Sections (a) and (b). If not called proper turn in accordance with standing on the extra board, an extra man will be allowed a day in full and final settlement and shall retain his standing on the extra list. Extra men must remain available to protect work on a first-in, first-out basis as provided above. If an extra man does not respond to a call, he will be marked off and will not be permitted to mark up on the extra list until the man who accepted the call has completed the vacancy and has acquired eight hours' rest.

Article 13 (B)  
M/A 11-1-59

(2) In order to insure that extra yardmen will earn a reasonable compensation (with the understanding that it will not constitute a guarantee) the extra list will be adjusted each Monday morning before noon in accordance with the following formula:

Article 16 (Cont'd)

REVISED  
M/A 6-24-55

(a) The number of men on the board and available each day from Monday through Sunday of the previous week will be added together and divided by seven. This will indicate the average number of men available on the board each day. Extra men who were laying off or were otherwise unavailable for call any part of a calendar day will be counted available that day (in counting the number of available-man-days) if they worked that day, but will not be counted if they did not work from the extra board that day.

M/A 6-24-55

(b) The total number of shifts worked each day by extra men will be added.

M/A 6-24-55

(c) The total number of shifts worked that week will then be divided by the average number of men available each day. This will indicate the average amount of days worked per man. If this figure is between 4 and 5 days, inclusive, there will be no adjustment of the extra board for the ensuing week, except to release or replace extra men affected by bumping and bidding occurring during that previous week.

M/A 6-24-55

(d) If the figure mentioned above is less than 4 days or in excess of 5 days, the total shifts worked the previous week will be divided by 4. The difference between this result and the average number of men available will be the adjustment to be made the following week.

EXAMPLE: If the adjustment calls for 22 men and there are 20 men on the board including 3 men who are assigned to the extra board but are laying off (resulting in 17 available men on the adjusting day), then 5 men will be added to the board to accomplish the adjustment making 22 available men on the board. The board is not adjusted again until the following Monday, even though the 3 men who were laying off on Monday report back to work, possibly making a total of 25 men on the board on some of the days in the following week. The same handling and the same adjustment

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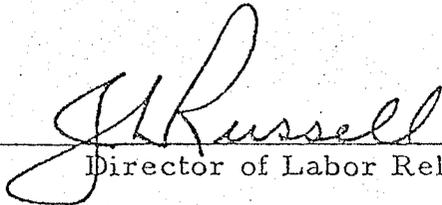
Article 16, Section A (2) of the Yardmen's Schedule revised effective January 1, 1973, is revised by the addition of the following Paragraph (g):

(g) At points where Yardmen and Brakemen have consolidated seniority in accordance with Article 40, Section C of this Agreement, the Callers' office will keep a list of those employees assigned in road service who have signified in writing (with copy to the Local Chairman) their desire to be assigned to the Yardmen's Extra Board. When the Yardmen's Extra Board is increased, the senior Yardmen on that list will be assigned in seniority order.

Signed at Springfield, Missouri, this 4<sup>th</sup> day of February, 1980, and effective March 1<sup>st</sup>, 1980.

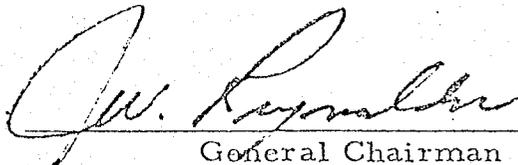
FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY  
(Except AT&N District)

By: \_\_\_\_\_

  
Director of Labor Relations

FOR: Yardmen represented by  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

Article 16 (Cont'd)

would be made if, instead of laying off, the 3 absent men had left the extra board during the preceding week to assume regular assignments and then had those regular assignments abolished on Monday after the extra board was adjusted (resulting in them bumping onto the extra board).

M/A 6-24-55

(e) In the event, at the time the check is made, one or more yardmen who are on the extra board, are scheduled for vacation during the following seven-day period, an additional man or men will be added to the board to fill the place or places of the men to be absent during the next checking period.

M/A 6-24-55  
Modified  
(Local Chairman)

(f) Fluctuating conditions which abruptly affect the extra board may be met by making reasonable adjustments to cope with the change until the next Monday adjustment is made; provided, the adjustment is agreed to by the Local Chairman and the Carrier Officer.

SECTION B

LAYING OFF AND REPORTING

Art. 13 B(3)

(1) Upon request of the Local Chairman at any terminal, the extra yardmen will be called by caller, who will notify them the time called for and at what point to report for duty. Where such arrangement is made, regular men must secure permission to lay off in regular manner to permit calling of extra men and avoid delay to shift.

New

(2) Regularly assigned yardmen who have been laying off, on vacation, etc., shall report for duty for their regular assignments not less than four hours in advance of their starting time. This rule does not apply where a yardman has been displaced and is exercising seniority rights.

## MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 16, Section C, is revised to read as follows:

1. In filling temporary foreman vacancies of 5 days or less on regular assignment the senior promoted helper on the crew where the vacancy exists will be used. Vacancies of more than 5 days (except vacation vacancies) will be filled in accordance with Article 15, Section (a).

2. In the event there is no regular assigned helper on the crew that is qualified as foreman or when calling an extra yard crew, the foreman vacancy will be filled in the following manner:

(a) The first out rested qualified foreman on the extra list, except when more than one qualified extra yardman is called to work on the same crew, and one of them is to work as foreman, use the senior of those qualified (as foreman) extra men as the foreman. Example: At calling time the first four yardmen on the extra list are not qualified foremen, but the fifth man on the extra list at that time is a qualified foreman, then this fifth man is the "first out qualified foreman" and he should be used as the foreman. If none:

(b) The senior qualified foreman who is regularly assigned as helper starting to work in the same yard, at or nearest the time of vacancy in the same starting time bracket. When it becomes necessary to fill an engine foreman's vacancy in relief between starting time brackets, or to fill an independent assignment which starts in between regular starting time brackets at points where starting time brackets apply,

the senior qualified foreman from the succeeding starting time bracket will be used. If none:

- (c) The senior qualified foreman who is working as a helper, starting work at or nearest the time of vacancy in another yard in the same starting time bracket. If none:
- (d) Fill vacancy in accordance with Article 32, Section B (10).

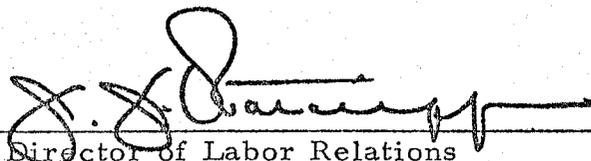
A yardman will not be considered available unless he is available for 8 hours' work under the Hours of Service Law, and available under the provisions of the Five-Day Work-Week Agreement.

NOTE: Regular assigned helper who is moved to another shift to protect a foreman vacancy in connection with above shall not be entitled to work his own job on the same calendar day.

Signed at Springfield, Missouri, November 2, 1973, and effective December 1, 1973.

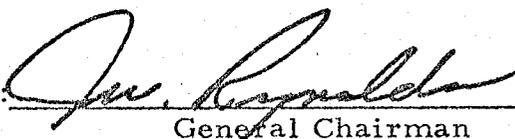
FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

  
Director of Labor Relations

For: Yardmen represented by  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

(Article 16 Continued)

## SECTION C

### FOREMAN VACANCIES

REVISED  
Article 13 C (2)

(1) Foreman vacancies of 5 days or less on regular assignments shall be filled by the senior promoted helper on the crew. If neither helper is promoted, it shall be filled in accordance with Paragraph (2) of this Section. Vacancies of more than 5 days (except vacation vacancies) will be filled in accordance with Article 15, Section (a).

REVISED  
Article 13 C (4)

(2) (a) In filling foreman vacancies on extra crews, the senior promoted yardman of the three first out on the extra board available for call will be used as foreman. If none of the three yardmen first out on the extra board are promoted and available, the senior promoted and available assigned helper, whose starting time is within the 90-minute bracket of the starting time of the extra crew, will be used; if there is no promoted assigned helper available within the 90-minute starting time bracket, the senior assigned promoted helper, whose regular starting time is nearest the starting time of the extra crew, will be used. A yardman will not be considered available unless he is available for 8 hours' work under the Hours of Service Law, and available under the provisions of the Five-Day Work-Week Agreement.

NOTE: Regular assigned helper who is moved to another shift to protect a foreman vacancy in connection with above shall not be entitled to work his own job on the same calendar day.

Article 13 C (4)(b)

(b) In terminals where crews go on and off duty in different yards or at different points, this Paragraph (2) will be applied to use a promoted assigned helper available at the point where the vacancy exists, provided the points are more than one mile (by railroad) distant; if no one available at such point, an assigned promoted helper from the point nearest that where foreman is needed will be used in accordance with this Paragraph (2).

(Article 16, Section C Continued)

REVISED  
Article 13 C (1)

(c) Promoted yardmen who are holding positions as helpers on regular assignment and who do not desire to be used to fill foremen vacancies shall so notify proper officer of the Carrier in writing, after which they shall not be used as foreman except on temporary or permanent vacancies which they bid in or on which they exercise seniority, when there are other promoted yardmen available. Promoted yardmen who so notify proper officer of the Carrier may not withdraw such notice for a period of thirty days, and withdrawal notice must be in writing and in the hands of local officer of the Carrier five days before they are available for use as foremen.

M/A "G"  
8/7/67  
MODIFIED

(d) Extra yardmen may not waive or relinquish foreman's rights. When a yardman who has such a waiver in effect becomes assigned to the extra board, his waiver is automatically and immediately cancelled. If he desires to reinstitute the waiver when he leaves the extra board, he must again file it in the proper manner.

M/U 12/27/61  
MODIFIED

(3) When filling vacancies for foremen on regular and extra assignments under the provisions of Paragraphs 1 and 2 of this Section, it is understood that if a helper is to be used off of his assignment as a foreman on some other yard assignment, that the calling forces will notify him by proper call in line with local understandings of his contemplated use as foreman. In the event that the calling forces are unable to contact him for an assignment as foreman, the caller will have someone present to confirm his attempt to contact the helper and proper notation for future reference made of same.

MODIFIED

In the event the vacancy for foreman is on the same crew assignment to which the helper is assigned, an effort will be made to contact him prior to the time the assignment starts. If unable to do so, he will be notified as soon as possible after he reports for service as a helper of his use as a foreman on his own crew assignment.

Article 16 (Cont'd)

In the event that the above procedure is followed in its entirety, there will be no run-around claims progressed by the Organization in connection therewith.

REVISED  
M/A 12/27/61

(4) In the event a foreman is unable to complete his assignment as such due to sickness, injury or other cause, the senior promoted helper on the crew will assume the assignment as foreman while helper is being called and he will be compensated at foreman rate of pay for the entire shift of combined helper and foreman service.

Article 13 C(5)

(5) Regular assigned helpers used to fill foremen positions, as provided in this rule will be allowed not less than they would have earned on their regular helper assignment; this not to apply to regular assigned helpers who bid in or displace (bump) onto foreman positions in accordance with other provisions of this agreement.

NEW - But  
Existing  
Understanding

(6) Temporary vacancies on individual assignments (e. g. yard pilots) which pay yard foreman rate of pay, shall be filled in the same manner as foreman vacancies are filled except, of course, rules relating to "senior promoted helper on the crew" are not applicable.

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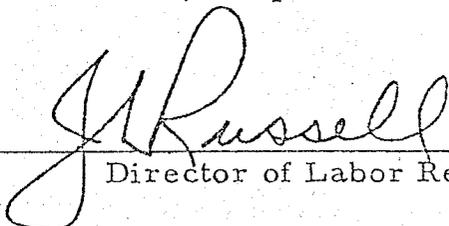
Article 40, Section C (6) (b) of the Yardmen's Schedule revised effective January 1, 1973, is revised by the addition of the following NOTE:

NOTE: See Article 16, Section A (2) (g) effective April 1 \_\_\_\_\_, 1980, concerning the Callers' office maintaining a list which will permit employes assigned in road service to be added to the Yardmen's Extra Board when it is increased.

Signed at Springfield, Missouri, this 4th day of February, 1980, and effective March 1, 1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY  
(Except AT&N District)

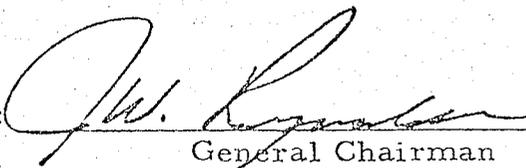
By: \_\_\_\_\_



Director of Labor Relations

FOR: Yardmen represented by  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_



General Chairman