

ARTICLE 24 - SENIORITY

Section A - Establishing Seniority Dates

M/A eff.
11/13/75 Bkm/Cdr
Art. 25 Bkm
Art. 35 Cdr
Revised

(1) An employe's seniority as Brakeman (and as Yardman on seniority districts on which he has road and yard rights) shall begin at the time he is marked up on the extra board and this date shall be recorded with his record and upon the seniority roster.

(2) An employe's seniority as Conductor begins with the date of his promotion, evidence of which shall be furnished the employe in the form of a certificate by proper Officer of the Carrier, and a copy shall be filed with his record.

Art. 25
Sec. B Bkm
Art. 35
Sec. D Cdr
Modified

(3) When a Conductor is hired who has no seniority as a Brakeman, his seniority as a Brakeman shall be established simultaneously with his seniority as a Conductor. When more than one Conductor is promoted or hired on the same date, they shall be designated on the seniority roster in (1), (2), (3), etc., order.

Section B - Seniority Roster

M/A eff.
11/13/75 Bkm/Cdr
Art. 35 Cdr
Art. 25 Bkm
Modified

Once each year the Carrier shall furnish a corrected seniority roster to each Local Chairman representing Conductors or Brakemen on that seniority district and shall post a copy of such roster on the bulletin boards of the seniority district, showing the seniority status of each employe on that district as of July 1.

Section C - Seniority Protests

Art. 35
Sec. F Cdr

(1) The seniority roster on which a Conductor's or Brakeman's name and seniority date initially appears, if incorrect, must be protested in writing to the Superintendent and the Local Chairman within 60 days after the roster is posted. There shall be no protest permitted thereafter except as permitted in the following paragraph. Clerical or typographical errors appearing on subsequent rosters may be corrected at any time.

(Article 24, Section C Cont'd)

Art. 35
Sec. F Cdr

(2) An employe affected by the above paragraph who is furloughed, on leave of absence or who is out of service for any reason when the initial seniority roster containing an employe's seniority date (his or another employe's) is issued, will have 60 days after his return to service in which to make written protest if he contends that such seniority date is incorrect.

Section D - Reduction/Restoration of Force

Art. 45
Sec. D Bkm
Art. 36
Sec. F Cdr
Modified

(1) In event there is a surplus of Conductors or Brakemen, and it becomes necessary to reduce their number, the senior employes shall have preference in employment.

(2) Conductors or Brakemen laid off account reduction in force will be returned to service, in order of their seniority, when forces are increased provided they return to (report for) actual service within 30 days (if not working for this Carrier in any capacity) from the date they are notified their service is required, or within 7 days (if working for this Carrier in some other capacity or on some other seniority district), except as otherwise provided in Section O of this Article.

(3) When a furloughed employe is to be recalled, if the Carrier is unable to contact him (personally) by other means to notify him of his recall, the Carrier shall send him a letter notifying him of his recall to service by U.S. Certified Mail (Return Receipt Requested) to his last address on file with the Carrier, and the date such letter is mailed shall start the tolling of the 30-day period mentioned in Paragraph (2), above.

Section E - Freight Seniority Districts:

Eastern District:

St. Louis to Newburg, including Salem Branch

Art. 57
Sec. B Bkm/Cdr
Revised
and M/U dated
1/1/40 (Salem Branch)
Eliminated

(Article 24, Section E Cont'd)

Art. 57
Sec. B Bkm/Cdr
Revised

Springfield District:

Springfield to Newburg including
*Ft. Wood and Ozark Branches
Springfield to Ft. Smith including
*Mt. Vernon and Bentonville Branches
Springfield to Neodesha including
*Mt. Vernon and Joplin Branches
*Springfield to end-of-track on
Clinton "Hi-Line" at M. P. D-115.7
(plus "prior rights" of certain em-
ployes to assignments on the territory
between Kansas City and M. P. D-
72.4 under the provisions of the
November 14, 1975 Agreement, which
is retained but not reproduced)

*Indicates there is a special Agreement
pertaining to seniority rights, which is
retained except for those portions that
are in conflict with the Memorandum of
Agreement of May 26, 1977 (Interdivisional
Service), which is not reproduced here.
See also NOTE 2 under Hugo District in
regard to former Ft. Smith District em-
ployes.

Hugo District:

Ardmore to Hope

*Ft. Smith to Paris including the Central Branch

Note 1: Trackage between Poteau and
Ft. Smith is used by KCS in
accordance with understanding
made August 16, 1944.

*Note 2: Agreement effective June 2, 1974
pertaining to "prior rights" of
former Ft. Smith Freight Seniority
District Conductors and Brakemen
to work on the Muskogee Branch is
retained but not reproduced.

Note 3: See Section H of this Agreement
concerning Lakeside-Madill Gateway
rights.

(Article 24, Section E Cont'd)

Cherokee District:

Tulsa to Monett

Note: Because the Cherokee District
formerly was comprised of the
territory between Monett and

(Article 24, Section E Cont'd)

Art. 57
Sec. B Bkm/Cdr
Revised

Note: (Continued)
Sapulpa, work train crews working solely in this territory (or solely within this road territory and Tulsa Terminal) or Tulsa-Sapulpa turns will be manned by Cherokee District crews. Local work between West Tulsa and Sapulpa will be performed by either Creek or Oklahoma District crews. Cherokee Subdivision Conductors and Brakemen employed prior to July 31, 1973 have "prior rights," and mileage accumulated by Oklahoma and Creek Districts crews between Sapulpa and Tulsa will be adjusted in accordance with Agreements dated March 31, 1932 and July 31, 1973, which are retained but not reproduced.

Oklahoma and Chickasha District:

Tulsa to Oklahoma City (See NOTE under Cherokee District, above)
Oklahoma City to Quanah (via trackage rights on QA&P Railway from Red River to Quanah)

Creek and Sherman District:

Tulsa to Sherman (See NOTE under Cherokee District, above) including Muskogee Branch

Note 1: Memorandum of Agreement effective June 2, 1974 pertaining to "prior rights" of former Ft. Smith Freight Seniority District Conductors and Brakemen to work on the Muskogee Branch is retained but not reproduced.

Note 2: See Section H of this Article concerning Lakeside-Madill Gateway rights.

Ft. Worth District:

Ft. Worth to Dallas and Sherman

(Article 24, Section E Cont'd)

Enid District:

Enid to Tulsa

Enid to Beaumont

Enid to Avard (and Waynoka via trackage rights
on the Santa Fe Railroad)

Enid to Davidson

(Article 24, Section E. Cont'd)

Enid District (Continued):

Art. 57
Sec. B Bkm/Cdr
Revised

Note: Certain Oklahoma City District and QA&P Conductors and Brakemen with seniority as of May 12, 1972 on their home district may also have and retain seniority rights on the Enid Seniority District under the Agreement effective October 12, 1972, which is retained but not reproduced.

Kansas City District:

Kansas City to Ft. Scott
Kansas City to end-of-track on Clinton "Hi-Line" at M. P. D-72.4 (subject to "prior rights" of certain Springfield District employes under the provisions of the November 14, 1975 Agreement, which is retained but not reproduced)

Ash Grove District:

Ft. Scott to Springfield including Greenfield Branch (See NOTE 1 under Afton-Parsons District in regard to Afton-Parsons Gateway rights between Arcadia and Ft. Scott.)

Afton-Parsons District:

Ft. Scott to Afton including Quapaw and *Miami Branches and Parsons to Arcadia

Note:
(RE: Pittsburg &
Joplin Pools)
Eliminated

Note 1: The track Arcadia to Ft. Scott shall be regarded as a gateway for crews on the A&P District and no seniority shall be acquired by A&P crews on the Ash Grove District. Neither shall blanket service rule apply.

*Note 2: The Agreement effective October 1, 1978, in regard to retention of "prior rights" by former NEO Railroad employes is retained but not reproduced.

(Article 24, Section E Cont'd)

Wichita District:

Neodesha to Wichita

Burrton District:

Wichita to Ellsworth

(Article 24, Section E, Cont'd)

App. Item 45 Cdr
App. Item 14 Bkm
(RE: Current River
Branch)
Eliminated

Willow Springs District:

Springfield to Thayer, including Current
River Branch

Thayer District:

Thayer to Memphis, including Lepanto,
*Hoxie and Marion-Hulbert Branches

Note 1: See Section I of this Article
in regard to Turrell-Harvard
Gateway rights of River District
employees.

* Note 2: Hoxie Branch rights subject to
the Agreement of November 4,
1976, which is retained but not
reproduced.

Art. 57
Sec. B Bkm/Cdr
Revised

Tupelo District:

Memphis to Amory

Birmingham District:

Birmingham to Amory, including Brilliant,
Debard and Bessemer Branches

Columbus District:

Amory to Magnolia, *including train service
(operated by this Carrier under its trackage
rights agreement with the Southern Railway)
between Boligee and York

* Note: Agreement of March 28, 1976
is retained but not reproduced.
That Agreement also gives AT&N
District employees certain rights
to an Atmore "equalization"
assignment.

Pensacola District:

Pensacola to Magnolia

Art. 57
Sec. B Bkm/Cdr
Revised

River District:

St. Louis to Memphis and Branches

Note 1: River District Conductors and Brakemen with seniority as of November 4, 1976 retain "prior rights" on Hoxie Branch under the November 4, 1976 Agreement, which is retained but not reproduced.

Note 2: See Section I of this Article in regard to Turrell-Harvard Gateway rights of River District employes.

Note 3: Agreement effective December 1, 1948 regarding moving home terminal from St. Louis to Chaffee is retained but not reproduced.

This Section E is revised to show seniority districts as they now exist and, except to the extent specifically set forth, without changing present arrangement as to terminals, gateways, extra boards and yard assignment rights.

Section F - Consolidated Road And Yard Seniority

Road & Yard Seniority rights were established at some points by local agreements, however, this Article came as a result of Article X of the 1/27/72 National Agreement.

(1) Seniority districts of Yardmen were merged ("tail-ended") with Brakemen on adjoining road seniority districts as follows:

Yardmen, Ft. Scott with . . .
Brakemen on Ash Grove District
(effective July 1, 1961)

Yardmen, Thayer and Jonesboro with . . .
Brakemen on Thayer District
(effective October 31, 1961)

Yardmen, St. Louis and Newburg with . . .
Brakemen on Eastern District
(effective July 1, 1962)

(Article 24, Section F Cont'd)

Ditto

- Yardmen, Enid and Arkansas City with . . .
Brakemen on Enid District
(effective September 1, 1962)
- Yardmen, Springfield with . . .
Brakemen on the former Lebanon-
Springfield District (effective May 15,
1963) and into the Springfield Seniority
District (effective May 26, 1977)
- Yardmen, Ft. Smith, Muskogee and Fayetteville
with . . .
Brakemen on the former Ft. Smith
District (effective April 22, 1972) and
into Springfield Seniority District
(effective May 26, 1977)
- Yardmen, Monett and Joplin with . . .
Brakemen on the former Carthage
District (effective April 22, 1972) and
into the Springfield Seniority District
(effective May 26, 1977)
- Yardmen, Wichita and Neodesha with . . .
Brakemen on Wichita District (effective
May 6, 1964) and with . . .
Brakemen on Burrton District
(effective April 22, 1972)
- Yardmen, Kansas City with . . .
Brakemen on Kansas City District
(effective May 6, 1964)
- Yardmen, Pensacola with . . .
Brakemen on Pensacola District
(effective April 22, 1972)
- Yardmen, Amory with . . .
Brakemen on Columbus District
(effective April 22, 1972)
- Yardmen, Birmingham with . . .
Brakemen on Birmingham District
(effective April 22, 1972)
- Yardmen, Ft. Worth with . . .
Brakemen on Ft. Worth District
(effective April 22, 1972)

(Article 24, Section F Cont'd)

Ditto

Yardmen, Sherman, Francis and Okmulgee with . . .
Brakemen on Creek and Sherman District
(effective April 22, 1972)

Yardmen, Tulsa with . . .
Brakemen on Cherokee District
(effective April 22, 1972)

Yardmen, Lawton and Oklahoma City with . . .
Brakemen on Oklahoma and Chickasha
District (effective April 22, 1972)

*Yardmen, Memphis with . . .
Brakemen on Tupelo District
(effective April 22, 1972)

*Note: The provisions of Paragraph (4) of
this Section F concerning filling
Brakemen's vacancies with Yardmen
(when Brakemen's Extra Board is
exhausted), and Yardmen's vacancies
with Brakemen (when Yardmen's
Extra Board is exhausted), will not
be applicable unless and until the
Brakemen and Yardmen on this
consolidated district have their Extra
Boards at the same point.

Yardmen, Chaffee and Cape Girardeau with . . .
Brakemen on River District
(effective May 7, 1975)

Yardmen, Hugo with . . .
Brakemen on the former A&A District
(effective October 26, 1946) and with . . .
Brakemen on the former Arthur District
(effective October 16, 1972) (Agreements
are retained but not reproduced.)

Implementing provisions dealing with the consolidation of
seniority districts are not reproduced.

(Article 24, Section F Cont'd)

Ditto

(2) Employees entering service after the specified effective date of the above changes in their district shall hold rights in both road and yard service.

(3) There shall be no additional expense to the Carrier for deadheading or otherwise, as a result of the above changes in seniority districts, this to include trips made learning the road or yard when necessary. This protection against "additional expense" does not cancel or supersede existing agreements in regard to automobile mileage or deadhead allowances in the protection of vacancies at certain points.

(4) (a) Separate Extra Boards will be maintained for Brakemen and Yardmen, unless there is a proper local agreement (presently existing or adopted in the future) to do otherwise.

(b) In the event the Yardmen's Extra Board becomes exhausted, the provisions of Paragraph (10) of Article 32, Section B of the Yardmen's Schedule will become applicable, and in the event no Yardman is available thereunder, the vacancy will be protected by an employe on the Brakemen's Extra Board who will be paid at the rate applicable to the yard service performed. Upon completion of each shift in yard service, this Brakeman who has performed yard service will be returned to and be marked at the bottom of the Brakemen's Extra Board as of the time tied up upon completion of the yard service. It is understood that a tour of duty in road service shall not be considered in any way in determining entitlement to yard overtime rate of pay (see Article 3, Section E of the Yardmen's Schedule).

(c) In the event the Brakemen's Extra Board is exhausted, the provisions of Article 19, Section C of this Agreement will become applicable, and in the event there is no Brakeman available thereunder, the vacancy will be protected by an employe on the Yardmen's Extra Board who will be paid at the rate applicable to the road service performed. Upon completion of the day or return to the home terminal, whichever is the later, this Yardman will be returned to and be marked at the bottom of the Yardmen's Extra Board at the time tied up upon completion of the road service (or the deadheading, if that is the way he completes the road service). It is understood

(Article 24, Section F Cont'd)

Ditto

that a tour of duty in road service shall not be considered in any way in determining entitlement to yard overtime rate of pay (see Article 3, Section E of the Yardmen's Schedule).

(5) (a) Should a regular assigned Yardman or a regular assigned Brakeman be bumped or otherwise be entitled to exercise his seniority, he may bump a junior employe in either craft or he may bump onto the Brakemen's Extra

(Article 24, Section F Cont'd)

Ditto

Board or onto the Yardmen's Extra Board (if he cannot hold a regular yard job), subject to the limitation contained in Paragraph 5(c), below. When such an employe does place himself on the Yardmen's Extra Board, no one is to be cut off at that time and the excess employe(s) is to remain on the board until the next adjustment (Monday morning), or until an adjustment is made in accordance with Article 16, Section A (2) of the Yardmen's Schedule. If a displaced employe places himself on the Brakemen's Extra Board, no one is to be automatically cut off, but if the proper Local Chairman decides that there are too many employes on that Brakemen's Extra Board, he can make a reduction in accordance with the established procedures.

(b) When it becomes necessary to increase the Brakemen's Extra Board the provisions of Article 19, Section A will apply.

(c) When an employe changes from road service to yard service, or vice versa, by a voluntary exercise of seniority (i. e., bids or bumps), he will be required to remain in that service for 30 days or until his seniority in that service is exhausted, whichever occurs first. That is, if an employe who is assigned as a Yardman (including the Yardmen's Extra Board) bids or bumps onto a Brakemen's regular assignment or the Brakemen's Extra Board, he may not bid or bump back onto a yard job (including the Yardmen's Extra Board) for 30 days unless he has been displaced and cannot hold any regular or Extra Board assignment as a Brakeman. The same limitation shall apply when the movement has been from Brakeman to Yardman.

Understandings:

M/U
JJR/JWR
dated 8/7/72
P. 1/105 Y

(i) The above limitation, which provides that an employe cannot return to road service for 30 days after bumping from road to yard service, does not apply when the employe was furloughed (i. e., there was no job he could hold) in road service and he therefore had been forced to bump in yard service in order to obtain work, providing he returns to road service at the very first opportunity. The same exception will apply to a similar forced movement from yard to road service.

M/A eff.
6/11/75
P. 1/105 Y
Modified

(ii) The time that a Brakeman or Yardman spends working on a temporary (6-day road or 5-day yard) vacancy will count toward the 30-day limitation that is contained in the above provision. For example,

(Article 24, Section F Cont'd)

M/A eff.
6/11/75
P. 1/105 Y
Modified

this means that an employe who has moved from yard to road service, but then obtained a temporary (5-day) yard vacancy, will count his 30-day road service period from the time he became assigned in road service, and the counting of days will not be interrupted by the time he was occupying the yard service temporary (5-day) vacancy.

L/U dated
5/1/75
3016-11-1
Modified

(iii) The 30-day limitation does not apply to situations where a Brakeman exercises his seniority onto a temporary (5-day) vacancy in yard service or a Yardman exercises his seniority onto a temporary (6-day) vacancy in road service. When the temporary vacancy ends, the employe will revert back to his regular assignment (unless there is a situation under which existing agreements permit him to exercise his seniority) even though the period that he occupies the temporary vacancy is less than 30 days.

Section G - Retention Of Seniority After Retired
Under Railroad Retirement Act

App. Item 10 Bkm
App. Item 34 Cdr
Modified

(1) When an employe is granted an annuity by the Railroad Retirement Board on account of permanent physical or mental disability, we will retain and continue to carry such employe on the seniority roster so long as such employe continues to receive such annuity or is disqualified by the Carrier due to physical or mental condition, except this will not apply:

(a) In case of any employe after they reach the age of 65 years.

(b) Where their employment relationship with this Carrier is severed.

(c) In case of dismemberment, including loss of one or both eyes, which would forever disqualify an employe from performing service in the craft where he holds seniority.

(2) When an employe is granted an age or disability annuity, the position (assignment) held by such employe shall be considered permanently vacated and either filled or abolished in accordance with other provisions of this Agreement. Should the disability annuity of the employe later be terminated and the employe considered physically and mentally fit to return to service by the Carrier, the employe will be permitted to do so by exercising seniority on such position as he may be entitled to under the terms of this Agreement.

(Article 24, Cont'd)

Section H - Lakeside-Madill Gateway

(Excerpt from Letter of Agreement
June 22, 1944)

App. Item 15 Bkm
App. Item 48 Cdr
Modified

It is agreed Hugo District crews may use that part of the Sherman Subdivision, Lakeside to Madill, inclusive, as a bridge or gateway, and in so doing the following provisions will apply:

(1) Hugo District train service employes shall not establish seniority on the Sherman Subdivision, and Sherman Subdivision train service employes will have no claim for mileage or other compensation by reason of Hugo District train crews using such portion of the Sherman Subdivision as a bridge or gateway. Should there be blanket service inaugurated between the Hugo District and the Sherman Subdivision, between Lakeside and Madill over the Sherman Subdivision, such mileage between Lakeside and Madill will be considered Sherman Sub blanket mileage.

(2) Hugo District crews will not perform any work train service on Sherman Subdivision between Lakeside and Madill; neither will they perform any other service in this territory not in connection with their own train; except that bad order cars set out at Lakeside or between Lakeside and Madill may be handled between these points by either Sherman or Hugo District crews, and except that Hugo District crews on through trains handling passengers, mail, baggage and express may pick up and discharge passengers, mail, baggage and express, Lakeside to Madill, inclusive.

Note: Hugo District freight trains or crews will not be permitted to pick up or set out cars at local stations on the Sherman Subdivision between Lakeside and Madill, except livestock and perishables and except bad order cars, as specifically covered in Paragraph (2).

(3) Hugo District crews making Hugo-Lakeside turns, except when handling business destined to or originating at Lakeside, will be paid the same mileage as they would have made had they run to Madill and back to Hugo.

(Article 24, Section H Cont'd)

Ditto

(4) It will be permissible for Hugo District crews to set out business from their trains at Lakeside, to be handled from that point by Sherman Subdivision crews. It will be permissible for Sherman Subdivision crews handling business into Lakeside, routed via Hugo District, to set out such business at Lakeside, to be handled out of that station by Hugo District crews.

Section I - Turrell-Harvard Gateway

App. Item 42 Cdr
Modified

(1) (Excerpt from General Manager's
letter January 13, 1931)

Work belonging to Thayer District crews between Turrell and Harvard will be handled by those crews. River District crews may set out any cars they have for points between Turrell and Harvard at Harvard; also pick up at Harvard any business destined River District stations or routed via River District.

(2) Turrell is a station common to both seniority districts and a crew from either district can perform any work within that station.

(3) (Letter from Vice President-Personnel King to 4 General Chairmen September 11, 1951 except "Memphis" here substituted for "Yale")

"I wrote you gentlemen May 29, 1951 concerning some claims of Memphis Subdivision train and engine crews in connection with a River Division train left at Harvard March 14, 1951 because of engine trouble, the train later being moved on to Memphis with another River Division crew called at Memphis for this purpose.

"The claims were submitted on the basis that when the original River Division crew gave up the train at Harvard, further movement from that point to the terminal became work of Memphis Sub crews. I have previously given each of you reasons which support my position that it was proper to move the train from Harvard to Memphis with River Division train and engine crews. In other words, this was simply a continuation of the trip to the final terminal.

(Article 24, Section I Cont'd)

Ditto

"I have your replies to my letter May 29, but am writing you again with the hope we can reach a mutual understanding in respect to handling of similar situations in the future in event of recurrences. This type of situation will, of course, not happen often, but when it becomes necessary to meet a condition of this kind, we can avoid future time claims by agreeing at this time how to handle.

"I am willing to agree that in the future when it becomes necessary for River Division crews to set out cars or trains in circumstances of this kind, such cars or trains will be handled by Memphis Subdivision crews with the understanding, of course, this does not change the previous agreement between General Manager and the General Chairmen covered by General Manager's letter of January 13, 1931 in regard to work permissible for River Division crews in this territory.

"If this is the way you desire we handle similar cases in the future, please advise me and instructions will be issued accordingly. In order to avoid confusion, it will naturally be necessary that we all agree to the same procedure. Your assistance in getting this question settled shall be appreciated."

(4) (Letter from 4 General Chairmen to
Vice President-Personnel King
September 20, 1951)

"This to advise that your proposal that in the future cars or trains set out by River Division crews at Turrell or any station south to and including Harvard, will be handled into the terminal by Memphis Subdivision crews is accepted. It is understood that this does not change previous agreement between General Manager and General Chairmen covered by General Manager's letter of January 13, 1931 in regard to work permissible for River Division crews in this territory."

(Article 24, Cont'd)

Section J - Transferring

Art. 26 Bkm
Art. 36, Sec. D Cdr

Conductors or Brakemen shall not be transferred from one seniority district to another to the detriment of Conductors or Brakemen on that seniority district.

Section K - Furloughed Employes Working On Other Seniority Districts Or In Other Crafts

App. Item 8 Bkm
Revised

(1) An employe who is furloughed (i. e., is unable to hold any assignment, including the Extra Board) on any seniority district, may be used on some other district or in another craft where his services are needed. When he goes to work on a new (another) district, he will be given a seniority date on the new district and at the same time will retain his seniority on his home district so long as his services are not needed. If his services are needed on his original (home) district, he will be notified and must then elect whether he will (a) return to his original (home) district, or (b) relinquish his seniority on his original (home) district and retain the seniority he has acquired on the new district. If he elects to return to his original (home) district, then he loses whatever seniority he may have accumulated on the new district. If he should be cut off the board on both districts (before being required to make the election), he could retain his seniority on both districts so long as his services were not needed on both districts at the same time. If he should be called for service on either district while working on the other, he will have to decide on which district he wants to retain his seniority.

(2) When an employe who is working on another seniority district or in another craft is called back to his original (home) district, he must return within 7 calendar days from the date he is notified if it is his desire to retain seniority on his original district; or if it is his desire to relinquish his seniority on his original district and retain seniority on the new district where he is working, he must promptly notify (in writing) the Superintendent of the district where he is working. He may remain on the territory where he is working as a "borrowed man" through permission of the Superintendent of his original district, but will cease to accumulate seniority on the district where he is working effective with the date he is notified to return to his original district. Request to remain as "borrowed man" must be made promptly after notified to return to his home

(Article 24, Section K Cont'd)

App. Item 8 Bkm
Revised

on original district. The 7-day time limit, which he has to return to his original district, may be extended in instances where he makes a request to remain as a "borrowed man" if additional time is necessary to get a decision.

(3) The provisions of this Section K do not apply to situations where arrangements are made to "borrow" an employe in active service to work on another seniority district for relatively short periods for special situations (e. g., the wheat harvest on the Enid District).

Section L - General Chairman's Seniority

Art. 48
Sec. B Bkm
Art. 35
Sec. G Cdr
Modified

A Conductor or Brakeman acting as General Chairman of his Organization shall lose no seniority or right to promotion while so employed and a letter so covering the matter shall be issued by the Vice-President of Labor Relations, instructing the Superintendent to leave the name of the General Chairman on the seniority list of his seniority district and, if not already promoted, to advance him to promotion (subject to later fulfilling the promotional requirements), the same as though he were in regular service without any other restrictions, explaining by footnote on the seniority list for the information of all concerned. The General Chairman shall be furnished a copy of such instructions.

Section M - Official Positions

Art. 1
Sec. B Bkm
Art.
Sec. C Cdr
Modified

Employes accepting official positions with the Carrier shall hold and accumulate seniority and promotional rights while filling such positions.

Section N - Employment Of Firemen

(Art. VIII of the August 25, 1978 National Agreement)

Indicated

(1) Subject to the provisions of Paragraph (2), below, and the Carrier's legal obligations, in the employment of Firemen (Helpers) employes represented by the United Transportation Union who have established seniority as Conductor (Foreman), Brakeman (Yardman-Switchman), Hostler or Hostler Helper (but without seniority as a Locomotive Fireman) will be considered for transfer to positions of Locomotive Firemen (Helpers) in preference

(Article 24, Section N Cont'd)

Ditto

to hiring individuals who have not established seniority with the Carrier in any class or craft.

(2) Each carrier will establish a procedure which will (a) ensure that such employes have knowledge of Fireman (Helper) job openings and (b) provide an opportunity for them to apply for transfer to the Fireman craft. In selecting an employe from among those making application for a Fireman (Helper) position, the Carrier will take into consideration the relative seniority standing of the applicants and the Carrier's physical and other employment standards.

(3) An employe accepting transfer to a Fireman (Helper) position in accordance with this Section N shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employes shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

Note: It is understood that employes accepting transfer to Fireman on or after July 7, 1978 will have their seniority preserved as of the effective date of such transfer.

Section O - Leaving Service Of Carrier

Art. 56 Bkm
Art. 35
Sec. H Cdr
Modified

Employes leaving this Carrier's service of their own accord shall forfeit all seniority and shall not be reinstated.

BNSF



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E-mail Gene.Shire@BNSF.com

July 12, 2004

Mr. R. D. Kerley
3856 W. Chestnut Expressway
Springfield, MO 65802


Dear Mr. Kerley,

Reference our recent discussions concerning BLET changing Article 27, Section I, (4) of the former Frisco Engineers' Schedule.

Notwithstanding the provisions of Article XIII of the UTU 1985 National we agreed that in these unique circumstances, Yardmasters who currently hold seniority in both crafts as (Engineer and Yardmaster), and who elect to relinquish their Engine service seniority pursuant to this new understanding with BLET, will be allowed to retain (and continue to accrue) ground service seniority while working as Yardmaster.

If the foregoing accurately reflects our understanding, please sign in the space provided on copy of this letter and return a fully executed copy to the undersigned.

I Agree:


General Chairman-UTU

Sincerely,



Gene Shire
General Director - Labor Relations