

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Eastern and Western Lines, excluding Northern and Southern Divisions, represented by the United Transportation Union (CT&Y).

IT IS AGREED:

1. In order to determine the maximum number of employes the Carrier will be required to schedule for vacation in any given week, separate by crafts (conductors, trainmen and yardmen), each location responsible for preparing vacation schedules will determine the total number of weeks of vacation due each separate craft, which number will be divided by 52. This number will then be increased by 40% in 1985 to determine the maximum number of employes the Carrier will be required to schedule for vacation in any given week during the year of 1986. Thirty percent will be used in 1986 for scheduling vacations in 1987 and 25% in 1987 for scheduling vacations in 1988 and thereafter. After application of the percentage factor, any fraction will be rounded off to the next higher whole number. The local supervision and Local Chairmen can mutually agree to a greater or lesser number, depending upon service requirements during a particular period.
2. The last service performed prior to 12:01 a.m., December 1 of each year will determine the applicable vacation schedule for that employe, i.e., conductor, trainman or yardman including extra boards as well as location, unless there is another system in effect locally which the parties desire to retain in lieu of the above.
3. In scheduling vacations of more than one consecutive week for conductors, trainmen and yardmen, an overlap of one week will be permitted in order to fill open slots.

Example: An employe requests three consecutive weeks' vacation in May and only two weeks are open and available. The entire three weeks may be assigned with one week overlapping into a slot already filled.

An employe requests four consecutive weeks' vacation in August but only two weeks are available. Four weeks will not be assigned to this employe in August since it would result in more than a one-week overlap.

4. When the scheduled starting date of a regularly assigned employe's vacation falls on other than the first day of his work week, he may, not later than seven (7) calendar days prior to such date, by written notice to the Superintendent, request that the starting date of his vacation be changed to the first day of his assigned work week immediately preceding or following his originally scheduled vacation date.

It is further understood that no time claims will be submitted by or on behalf of extra men, or regularly assigned men on their days off, when a yardman, under this program is permitted to work one or more days of the vacation period originally assigned to him.

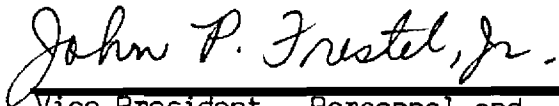
This Agreement will become effective August 1, 1985.

Signed at Chicago, this 10th day of July, 1985.

FOR THE ORGANIZATION

FOR THE CARRIER:

  
\_\_\_\_\_  
General Chairman, UTU(CT&Y)

  
\_\_\_\_\_  
Vice President - Personnel and  
Labor Relations