

**MEMORANDUM OF AGREEMENT**  
**between**  
**BNSF Railway Company**  
**and the**  
**United Transportation Union (CT&Y) Former Eastern and Western Properties**

Standing Bids

Schedule rules and agreements covering assignments and vacancies for conductors and trainmen at Amarillo, TX are changed as follows:

- a. An employee in train service may exercise seniority by bidding or bumping on any position as conductor, trainman for which eligible under the current agreements.
- b. A vacancy (including vacation) of 7 days or longer in train service, including extra boards, will be considered as permanent and filled by standing bid. All standing bids for vacation vacancies must be filed electronically prior to the start of that vacation.
- c. All standing bids will be destroyed when a conductor, trainman is assigned to a vacancy on the basis of his/her first choice on the standing bid.
- d. An employee whose former assignment has been filled during his absence under Section (b) hereof will, upon marking up for service, exercise seniority.
- e. When exercising seniority, a conductor, brakeman desiring to displace on an extra board will displace the junior employee. If that employee is placing to a combination extra board, they will displace the junior employee of whichever craft they select (i.e. if bumping on a conductor's slot, the junior conductor will be displaced. If bumping on a brakeman's slot, the junior brakeman will be displaced.)

NOTE: An employee displacing on the extra board will displace the junior employee and then be marked to the bottom of the board.

- f. New assignments (other than increases to pool freight and extra boards) will be advertised. The senior applicant will be assigned at the time the bulletin closes, which will be at the time scheduled by governing rules. An assignment that has been impaired under Article 23(d) of the Trainman's Schedule will be advertised as a new assignment.
- g. Standing bids must be filed electronically in the TSS System.
- h. Only one standing bid may be on file at any one time. The standing bid must designate the assignments desired in preference order, regardless of grade of service (i.e. conductor, brakeman) or class of service (i.e. through freight, extra board, local, etc.). The most desired assignment will be designated as first choice, the next most desired assignment as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, the employee will be assigned to the one for which they have indicated the greatest preference.

NOTE: If an applicant is the senior bidder for an assignment based on other than his first choice on the standing bid, the entire standing bid form remains intact. For example, an applicant with 10 choices on their standing bid is awarded choice No. 5. In this case, all choices remain but he would not be assigned to any of choices 6-10 while occupying an assignment of higher choice.

- i. A standing bid for any assignment may be changed or withdrawn at any time prior to the time that job is assigned.

NOTE: A standing bid will take effect immediately when submitted.

- j. When the number of employees on an extra board is reduced, the junior employee(s) will be removed, unless there are requests from senior employees. When the number of turns in a freight pool is reduced, the turns will be removed in reverse seniority order, unless there are requests from senior employees.
- k. An employee losing his assignment, including extra board, through no fault or action of his own must, unless he received permission to lay off, exercise seniority within 48 hours, calculated from the time of notification or release from assignment, whichever is later. If the employee fails to make displacement within the 48 hour period, he will lose his bump and be forced to displace the junior employee on the extra board. If the employee is unable to hold the extra board, he will displace the junior employee at the source of supply. This will not change the demarcation between road and yard.

NOTE: If an employee fails to make a displacement within 48 hours and no one his junior is at the source of supply, he then becomes available to relieve an employee his senior on the seniority district who has a request on file to be relieved.

- l. In the absence of a bid for permanent vacancy or new assignment, the position will be filled in the following sequence:

- (1) Conductor's vacancy – The junior employee (based on conductor's promotion date) assigned to the Combination Board (for that location / source of supply) be force assigned to the Conductor position.

NOTE: A employee released from a conductor's position will have a full exercise of seniority.

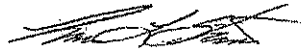
- (2) Brakeman's vacancy – The junior employee on the combination extra board at that source of supply.

NOTE: Occupancy on the combination board as a brakeman is considered as occupying a brakeman's position at the source of supply for force assignments. If an employee is force assigned, he must make notification to the proper authority of his desire to be released. The employee released from a brakeman's position will have a full exercise of seniority.

- m. When an employee is force assigned, he may at any time give written notice to the proper authority of his desire to be relieved when a junior qualified employee becomes available at that source of supply, also giving a copy to local chairman(men). When the junior employee becomes available (i.e. is marked up and ready to work the assignment), the employee who had been forced assigned will be released from the assignment, and the junior employee will be placed on the vacancy. No deadhead pay will be allowed in connection therewith.

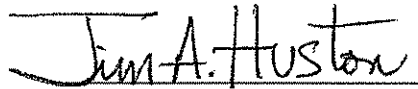
This agreement is effective at Amarillo, TX and will become effective on June 22, 2009 and may be cancelled by a 10 day written notice one party upon the other.

For the Carrier:



Gene L. Shire  
General Director  
Labor Relations

For the Organization:



J.A. Huston  
General Chairman  
United Transportation Union