

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND THE UNITED TRANSPORTATION UNION (ENGINEMEN) IN RESPECT TO THE HANDLING OF ENGINEMEN ASSIGNED TO THE TERRITORIES COVERED BY THE CREW BOARDS LOCATED IN THE TWIN CITIES CONSOLIDATED TERMINAL ON THE CENTRAL CONSOLIDATED SENIORITY DISTRICT NO. 5

A. Preference of Seniority

1. Engineers may demote themselves to work as firemen on the Central Consolidated Seniority District as long as junior demoted engineers are available to take up service on the assignment being vacated as an engineer.

B. Thirty (30) Day Bump Rule

1. Engineer and Firemen vacancies will not be bulletined. Notice concerning new runs of not less than five (5) working days (or mileage equivalent) per week will be posted at all bulletin board points in respective seniority districts for information purposes only and will not be a bulletin requesting application for assignment. Pool or Chain Gang assignments will not be bulletined, unless they are set up in assigned service with a normal on duty time.
2. a. Enginemen protecting service at outlying points, displaced under the provisions of these sections, must be notified prior to tying up at the home terminal.  
b. Enginemen protecting service at the crew board point displaced under the provisions of these sections, must be notified not less than three (3) hours prior to the normal on-duty time of their assignment.  
c. The carrier will make a reasonable effort to notify the employee being displaced. There will be no claim or payment for time lost if the employee being displaced is not available when notification is attempted.
3. a. After an engineer or fireman has exercised his preference to an assignment in accordance with these sections, he will not again exercise his preference until after the expiration of thirty (30) days; except in the event of a vacancy; a new run is put on; the time of a run changed in excess of eight (8) hours; a change in the point of layover; or the earning power of the run is increased or decreased three (3) hundred miles per month and he exercises his seniority rights within forty-eight (48) hours, or in case he has been displaced by the exercise of seniority rights on his assignment discontinued.

- b. There will be no claim or payment for time lost account of permitting an engineer or fireman to exercise his seniority rights under the thirty (30) day provision of this section or those employees affected thereby.
  - c. The thirty (30) day period mentioned in this section begins at the time an engineer or fireman makes his first trip on the assignment.
  - d. Deadhead or expenses of any kind as a result of or in connection with engineers or firemen exercising their seniority under the provisions of this section will not be paid.
  - e. Engineers and Firemen absent from service on account of sickness, vacation or other proper leave of absence will be permitted to exercise their seniority rights to any runs or vacancies that were filled while they were absent, provided they do so when they return to service.
4. When permanent and vacation vacancies in any class of service occur, such vacancy will be open to the senior qualified engineer or fireman for a period of ten (10) days. At the expiration of the ten (10) day period, the senior qualified applicant becomes the regularly assigned incumbent. If no applications are received for engineer positions, the junior set back engineer will be assigned. If no set back engineer working in the territory, the junior engineer on the extra board will be assigned. When new runs or jobs are put on, they will be treated as permanent vacancies. The senior engineer or fireman assigned on his request during the ten (10) day period or forced assigned in the absence of bids cannot, except as provided in other sections of this agreement, vacate the assignment. Engineers and Firemen who have been displaced, or their assignments have been discontinued, may exercise their seniority rights.
5. Temporary vacancies, other than vacation vacancies, for engineers in all classes other than passenger, shall be filled from the appropriate engineers' extra list for a period of one (1) round trip, after which time the vacancy will be open to the senior engineer applying for it. In the absence of bids, the assignment will be filled in accordance with Section 4 above.
6. Enginemen filling temporary vacancies or runs will be permitted to take any run held by a junior employee that may have become vacant during the period they held such temporary vacancy or run.
7. All enginemen have the right to bid in Hostler and Hostler Helper vacancies, in the Twin Cities Consolidated Terminal, on the 25th day of each month. Temporary vacancies for Hostler or Hostler Helper positions will be filled by the junior available rested fireman working within the Twin Cities Consolidated Terminal. Permanent vacancies will be filled by the junior fireman working on assignments covered by the extra boards located in the Twin Cities Consolidated Terminal.

8. Enginemen with displacement rights, who desire to take up service in Pool or Chain Gang Service, may displace any junior employee in such service or take an open position in such service. This paragraph also applies to any group of assigned jobs.
9. Engineer vacancies, at outlying points, will be filled by enginemen available at the point in the following order:
  - a. The demoted engineer working as fireman on the assignment where the vacancy occurs.
  - b. The junior demoted, rested and available, engineer working as fireman at the location where the vacancy occurs.
  - c. From the engineers' extra board.
- C. Schedule rules and agreements are modified only to the extent set forth herein.
- D. This agreement will be automatically cancelled by either party signatory hereto serving thirty (30) days' written notice.
- E. This agreement will be effective on January 7, 1985.

For the Brotherhood of  
Locomotive Engineers:

Thomas H. Frank  
Local Chairman

David P. Reed  
Local Chairman

For the Chicago and North Western  
Transportation Company:

J. R. Panning  
Ass't. Vice Pres. & Div. Manager

For the United Transportation  
Union - Enginemen:

Joseph P. Supalla  
Local Chairman

Robert E. Dwyer  
Local Chairman