MEMORANDUM OF AGREEMENT Between BURLINGTON NORTHERN RAILROAD COMPANY And Its Employees Represented By The

UNITED TRANSPORTATION UNION

BN 1/16/84 OPS-11-84 File: JG.96(a) IT IS AGREED:

1. Employees entitled to more than one week of vacation may divide their vacation into weekly increments, each increment to consist of one full week of seven days or a multiple thereof (i.e., one full week, two full weeks, etc.).

2. In making selections for split vacations an employee may choose the first vacation period on basis of his seniority and will not be permitted to choose the remaining period and/or periods until all employees have selected their first choice unless otherwise mutually agreed upon locally.

3. When an employee chooses a split vacation and is assigned at an outside point only one deadhead to the outlying point and one deadhead from the outlying point to the home terminal will be paid. Payment for intermediate dead— heading, other than the return trip on the first portion o~' a split vacation period and on the going and return trip of intermediate portions of split vacation periods and the going trip on the last split vacation period, will be made in accordance with schedule rules.

4 If the minimum basic day allowance is applicable in determining vacation allowance, the rate for the last service rendered prior to the start of the first vacation period will determine compensation to be paid for each vacation period of that calendar year. If there is a general wage increase and/or a Cost—of—Living increase granted between the time of the first periods of vacation and the time of subsequent periods of vacation, such general wage increase and/or Cost— of—Living increase will be included in the payment for any vacation days occurring after the increase.

5. The date the employee selects for his/her first portion of vacation to begin will determine total length of vacation for which qualified.

6. No employee will be deprived of an extra week of vacation by being forced to take a vacation prior to the anniversary date which would entitled him/her to an additional week, except when there are insufficient days after the anniversary date and before the end of the calendar year to accommodate the entire vacation (e.g., an employee entitled to three weeks vacation after an anniversary date of December 16 cannot receive more than two weeks vacation that calendar year).

7. This Agreement becomes effective <u>January 16, 1984</u>, and shall continue in effect until t y (30) days after written notice shall be given by either of the parties to the other, of' its desire to cancel or amend it.

Signed at St. Paul, Minnesota, on January 16, 1984

All UTU Committees signed