

AGREEMENT

Between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

and

THE UNITED TRANSPORTATION UNION

EXTRA BOARD(S) WORK/REST CYCLE PROGRAM

This Agreement creates a scheduled work/rest cycle extra board for employees assigned to the Springfield, Missouri combined Road/Yard extra board as follows:

IT IS AGREED:

1. On the effective date of this Agreement, employees assigned to the combined Road/Yard extra board will be assigned to work/rest cycles by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as a predetermined number of consecutive working/available days (work cycle) followed by a number of consecutive rest days (rest cycle). A rest cycle is defined as a predetermined number of consecutive days during which an employee can be absent from work. The ratio of working/available days to rest days for this board shall be 7 work/available days to 3 rest days.
2. An employee on this work/rest extra board who desires to lay off during his rest cycle must inform Crew Support of his desire to lay off and the duration of the layoff not less than 8 hours prior to the beginning of the employee's rest cycle or 8 hours prior to the desired time off during the rest cycle. Rest cycles will begin at 7:00 a.m. or upon tie up from previous duty, whichever is later. Layoffs must be continuous (i.e. not intermittent) during the rest cycle. Employees may return to service before expiration of the rest cycle by verbally notifying Crew Support and marking up.
 - 2.1. An employee beginning his work cycle will be available to be called for assignments that begin on or after the 7:00 a.m. start of the work cycle time. The latest on-duty time will be one minute before the end of the individual employee's work cycle.
3. The computation of guarantee for an employee on this extra board will be governed by the existing extra board agreement at this location.
4. Without prejudice to either party's position as to the appropriateness or reasonableness of Carrier's current attendance guidelines, an employee who lays off completely within his assigned rest cycle(s) and stays marked up during his assigned work cycle will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent. An employee who lays off for one day or less during his assigned work cycle will immediately trigger a 30-day "look forward" period during which that employee's attendance will be monitored. If no other layoffs occur in the work cycle during the following 30 day period, the employee will maintain his position with respect to the attendance guidelines or attendance policies then in effect, as qualified above regardless of prior attendance. A subsequent layoff during the work cycle within the 30

day period will disqualify this employee from benefit of this provision and subject the employee to the then existing attendance guidelines or attendance policies for all absences, including those taken within the rest cycle. Currently, the employee would be treated as if in unassigned service. This provision is designed to allow for emergencies that arise from time to time.

5. Employees exercising displacement rights onto this extra board must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace.
6. In recognition that this is a trial program, issues and grievances related to this Agreement should be immediately brought to the attention of the appropriate General Chairman. The subject matter of the issues and grievances will be handled in an expeditious manner with Labor Relations. Either party may call a review meeting to cover specific problems that may arise.
7. Employees who hold positions on this work/rest cycle extra board may elect to be compensated for a personal leave day or single vacation day to which they are entitled on any day of the rest cycle. When doing so, they must notify the appropriate Crew Support personnel so proper payment can be made.
8. This Agreement is designed to provide scheduled time off for extra board employees and meet the needs of service without increasing the economic factors involved.
9. This Agreement may be cancelled by either party serving ten days' written notice on the other party.
10. This Agreement only modifies existing agreements to the extent set forth herein, and all other schedule rules, agreements and/or other rights remain in effect.
11. Any existing extra board rest cycle program agreement applicable to this extra board is cancelled simultaneously with the effective date of this Agreement.

This Agreement will become effective on May 15, 2002.

Signed at Ft. Worth this 30th day of April 2002.

FOR THE UNITED TRANSPORTATION
UNION:

R D Kerley
General Chairman – UTU

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY:

[Signature]
Assistant Vice President–Labor Relations