

# **MEMORANDUM OF AGREEMENT**

**Between**

**The Burlington Northern and Santa Fe Railway Company**

**And**

**United Transportation Union**

As part of the Safety Summit process, this Agreement is designed to enhance employees' work/rest schedules as well as provide the manpower necessary to meet our customers' expectations.

## **FOB/NFB**

1. An employee assigned to the San Bernardino to Needles long pool at San Bernardino may, at anytime before the primary board, request to move his turn to the foot of the board (FOB). Upon receipt of the request, crew management shall immediately move that turn to the bottom of that board.
2. An employee assigned to this pool may at anytime before reaching the primary board, request that his turn be marked pending foot of board (NFB). Upon such election, the turn will remain in rotation until reaching two times out, at which time the NFB will change to a FOB designation and the turn moved to the foot of the board. The employee may, at his option, remove the designation NFB from his turn at any time before it reaches the predetermined position and the turn will be called in normal rotation.
3. An employee may make a request to mark his turn FOB/"NFB" only once during a layover at his home terminal.
4. Pools covered by this Agreement shall be regulated in accordance with existing Agreements.
5. Boards under the jurisdiction of this General Committee that currently have an FOB/NFB agreement in force may choose to retain the original agreement in place of the provisions for FOB/NFB contained in this Agreement provided that the pool freight concept of removing turns as described in Paragraph 6 is contained in the pre-existing FOB/NFB.
6. An employee who is absent from his assignment for less than ten days will have his turn removed from the pool during that absence without creating a vacancy. The turn will be restored to the foot of the board upon the employee's return unless other

agreement provisions apply. Vacancies of ten days or longer shall be filled by standing bid or other pre-existing agreement.

7. During the term of this Agreement, extra boards that previously protected vacancies of less than seven days in this pool and regulated by a formula will no longer include this pool when calculating the number of extra board positions.
8. With the positive effects that the FOB/NFB provisions will have with regard to more flexibility and time off at the home terminal while at the same time not causing a detriment to individuals desiring a higher earning opportunity, it is envisioned that the traditional attendance issues such as chronic weekend absenteeism and part-time employment will be resolved. While the full-time employment obligation of the 2002 TYE Attendance Guidelines will stand, the lay-off tracking and accounting process will not be applied to permanently assigned employees in this pool. In the event that trains protected by this pool are delayed account of the FOB/NFB and/or lay-off privileges, the parties representing those attesting to this agreement will immediately meet to review all pertinent work records and develop an action plan that corrects the problem.
9. Employees working under this Agreement who are covered by a protective agreement will not have their guarantee offset when utilizing FOB/NFB.

#### **Extra Board Guarantee Offsets**

1. In the event all pool service with the same home terminal of San Bernardino are signatory to this Agreement, guarantee offsets for the road and road/yard extra board employees (as provided for under Attachment "C" of the 1990 on-property Agreement) at this location will be made on a 24-hour basis. Each 24-hour period, or portion thereof, shall be deemed to be one day's offset.
  - 1.1. **Example 1:** An employee lays off at 2:00 a.m. and marks up at 2:00 a.m. on the following day. The offset to this employee's guarantee will be one day.
  - 1.2. **Example 2:** An employee lays off at 4:00 p.m. and marks up at 5:00 p.m. on the following day. The offset to this employee's guarantee will be two days determined as one day for the initial 24-hours and one day for the one hour in excess of the initial 24-hour period.

### General Information

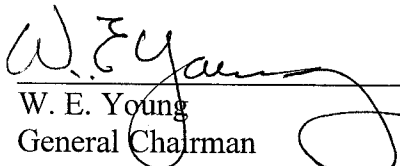
This Agreement is made on a without prejudice basis and either party may cancel the Agreement by serving ten days' written notice on the other party.

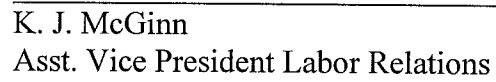
Signed this 29th day of April 2004 and effective on May 1, 2004.

FOR THE UNITED  
TRANSPORTATION UNION:

FOR THE BURLINGTON NORHTERN  
AND SANTA FE RAILWAY COMPANY:

APPROVED:

  
W. E. Young  
General Chairman  
United Transportation Union

  
K. J. McGinn  
Asst. Vice President Labor Relations  
Burlington Northern and Santa Fe  
Railway Company