

# 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 trainmen assigned to the Winslow Conductor/Brakeman Combination Extra Board (East) as follows:

### IT IS AGREED:

1. On the effective date of this Agreement, employees assigned to the conductor/brakemen's extra board will be assigned to individual work/rest cycles created by the Carrier and 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 eleven work/available days to four rest days.
2. Beginning 24 hours before the start of a rest cycle, trainmen who are scheduled to begin a rest cycle will be used, when feasible pursuant to the Carrier's business needs, on assignments that are scheduled to tie up at the home terminal.
  - 2.1 Beginning 24 hours before the beginning of a rest cycle, a trainman who is not first out on the conductor/brakemen's extra board may be called for service described in paragraph 2 of this Agreement ahead of other trainmen on this extra board. When a trainman is called to work in this case, no other trainman will have any claim for being run around.
3. A trainman on this work/rest extra board will be automatically laid off from this work/rest board during his assigned rest cycle and automatically marked up upon expiration of his rest cycle. Rest cycles will begin at 12:01 a.m. or upon tie up from previous duty, whichever is later.

- 3.1 A trainman beginning his work cycle will be available to be called for assignments that begin on or after the 12:01 a.m. work cycle time. The latest on-duty time will be one minute before the end of the individual employee's work cycle.
- 3.2 A trainman who desires to continue working through all or part of his rest cycle must notify Crew Support of his desire to work through his rest cycle not less than 24 hours in advance of the scheduled start time of his rest cycle. The trainman who notifies Crew Support of his desire to work during all or part of his rest cycle must be available to be called to work during the time specified in his request.
4. The computation of guarantee for a trainman who is automatically laid off at the beginning of his rest cycle or tie up from previous duty will be governed by the existing extra board agreement at this location.
5. Layoffs that begin and end during an employee's work cycle will be observed in 24-hour increments with the employee being automatically marked up first out at the expiration of 24 hours
6. A trainman 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 then in effect, regardless of the number of weekend or total days absent.
7. Trainmen exercising displacement rights onto this extra board must displace the junior trainman and will assume the work/rest cycle of the employee or position to which they displace.
8. 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.
9. Employees who hold positions on this work/rest cycle extra board will be allowed to float single vacation days on any day of the rest cycle, regardless of the number of trainmen on vacation at that time.
10. 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.
11. This Agreement may be cancelled by either party serving ten days' written notice on the other party.
12. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

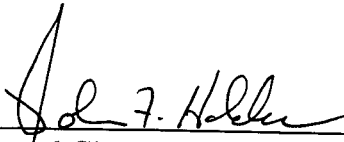
13. Any existing extra board rest cycle program agreement applicable to this extra board is cancelled simultaneously with the effective date of this Agreement.

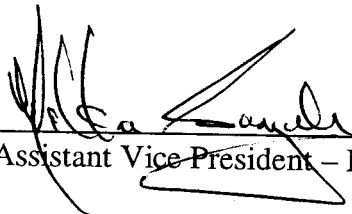
This Agreement will become effective on April 16, 2000.

Signed at Ft. Worth this 7<sup>th</sup> day of April, 2000.

FOR THE UNITED  
TRANSPORTATION UNION:

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY COMPANY:

  
\_\_\_\_\_  
General Chairman – UTU

  
\_\_\_\_\_  
Assistant Vice President – Labor Relations

**BNSF**



GEORGE A. SMALLWOOD

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and Operating Practices*

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June 30, 2000

Mr. Jack Holden  
General Chairman  
United Transportation Union  
2110 East First St., Suite 112  
Santa Ana, CA 92705

Dear Jack:

This letter shall serve as Side Letter Number 2 of Work/Rest Cycle Agreement implemented at Winslow, Arizona on February 16, 2000.

Paragraph 3 of Side Letter Number 1 is amended by removing the last sentence, which reads: "Such mark up will be made to the first out position on the extra board."

The Work/Rest Cycle Agreement implemented at Winslow on February, 16, 2000, is amended as follows:

Paragraph 2.1 in the existing Agreement is eliminated in its entirety and replaced by the following Paragraph 2.1 which will read:

Beginning 24 hours before the beginning of a rest cycle, a trainman who is not first out on the conductor/brakemen's extra board may be called for service described in paragraph 2 of this Agreement ahead of other trainmen on this extra board. When a trainman on this extra board becomes first out, he may, within the final 24 hours before the beginning of a rest cycle, be run around by trainmen following that employee on the extra board if it is determined by Crew Support that the first-out trainman could be used in service described in paragraph 2 of this Agreement at a later time but before the expiration of the final 24 hours of his work cycle. Once the trainman being held at first out is run around by a following trainman, the first-out trainman may only be used in service described in paragraph 2 of this Agreement and may not be used in regular service. When trainmen are used as described in this paragraph, no trainmen will have any claim for being run-around.

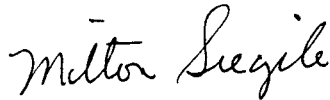
Paragraph 3 shall have added as the final sentence:

Trainmen may return to service before expiration of the rest cycle after expiration of 12 hours from the start of the rest cycle or tie up from last trip, whichever is later, if desired, by verbally notifying Crew Support and marking up.

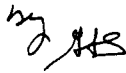
Also, the final phrase reading, "first out at the expiration of 24 hours" is deleted from Paragraph 5 of the Work/Rest Cycle Agreement applicable to extra board(s) at Winslow.

Your signature below indicates your acceptance of this Side Letter.

Sincerely,



Milton Siegele  
AVP Labor Relations



AGREED:



7-12-2000

Jack Holden  
General Chairman, United Transportation Union