

## 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 conductors assigned to the Spokane, Washington conductor's extra board as follows:

#### IT IS AGREED:

1. On the effective date of this Agreement, employees assigned to the Spokane conductor's 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 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 eight hours prior to the beginning of the employee's rest cycle or eight hours prior to the desired time off during the rest cycle.
  - 2.1 An employee can observe a personal leave day(s) or a single vacation day(s) during his rest cycle and must notify Crew Support so proper payment can be made.
3. An employee on this work/rest extra board that requests to lay off during his assigned rest window will be laid off from this work/rest extra board during his assigned rest cycle and automatically marked up upon expiration of his rest cycle or lay off time requested as required in Section 2 above. Rest cycles will begin at 7:00 a.m. or upon tie up from previous duty, whichever is later. Employees may return to service before the 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.

- 3.1 The rotation for positions going on rest cycle and positions going on work cycle will be 7:00 a.m. of the day involved. Positions going on work cycle will be available for call for assignments that begin on or after the 7:00 a.m. cycle time. Positions going on rest cycle (having complied with Section 2 of this Agreement) will not be called to protect service on assignments which go on duty between 12:01 a.m. and 7:00 a.m. on the day the rest cycle is scheduled to begin. Employees whose duties cause them to work into their rest cycle will have their rest cycles automatically begin when they tie-up, and they will be automatically marked up seventy-two hours from the tie-up time, except as otherwise provided in this Agreement. This gives the employee a full three days off, if desired.
4. The computation of guarantee for a conductor who requests to be laid off during 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 upon expiration of the rest window or requested lay off, except as contained in Section 3 of this Agreement.
6. 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 lay off 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.
7. Increases and decreases to the extra board will be once per week on a regular schedule. Adjustments will be made to ensure that an equal number of turns are available throughout the cycle.

**Example 1:** October 1st add 2 turns to extra board to bring total from 28 to 30 people. Two extra board conductors would be added to the bottom

of the extra board. The turn numbers and rest days will depend on rest day equalization. For example, if 2 turns are in the group with the 1st through the 3<sup>rd</sup> as rest days and the other rest day groupings have 4 turns each, the new turns will be added to the group with the 1st through the 3<sup>rd</sup> as rest days.

**Example 2:** Decreasing the board by two turns brings the total from 30 to 28 turns. If each cycle has an equal number of turns, the junior conductors will be removed from the extra board. If there is an unequal number of turns in the cycles, the cycle with the most turns will have the junior conductor removed from the board. Since this conductor may not be the junior conductor on the board, he/she may exercise seniority, under the provisions of Section 8, to remain on the extra board, provided placement is made immediately.

8. Conductors exercising displacement rights onto this extra board must displace the junior conductor and will assume the work/rest cycle of the employee or position to which they displace.
9. 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.
10. 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 conductors on vacation at that time.
11. 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.
12. This Agreement may be cancelled by either party serving ten days' written notice on the other party.
13. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.
14. Any existing extra board rest cycle program agreement applicable to this extra board is cancelled simultaneously with the effective date of this Agreement.
15. When the number of employees assigned to this board falls below nine, it shall be the option of the Company to temporarily suspend this Agreement. This will result in the temporary re-institution of the Agreement in place at the signing of this Agreement. Upon restoration of nine or greater employees to this board, the