

## MEMORANDUM OF AGREEMENT

BETWEEN

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to provide a dedicated extra board of locomotive engineers at Aurora, Illinois to protect engineer vacancies and extra work in suburban passenger service exclusively.

1. The designated management representative (currently the Suburban Trainmaster) will regulate the number of positions on the Suburban Extra Board. Initially, a minimum number of four positions will be assigned to the Suburban Extra Board. Thereafter, the minimum number cannot be changed unless the parties meet and agree to change the minimum to a higher or lesser number:
  - (a) It will not be necessary for the parties to meet if the Suburban Trainmaster adjusts the Extra Board to accommodate more positions on the Extra Board than the agreed to minimum number.
  - (b) Any adjustments to the Suburban Extra Board will be made on the regular board change day at Aurora.
2. Engineers assigned to the Suburban Extra Board will run first-in, first-out, in accordance with existing agreements.
3. An engineer cannot be assigned to the Suburban Extra Board unless he is qualified to protect all Suburban Service assignments.
4. Engineers assigned to the Suburban Extra Board will be available to protect service six consecutive days per week. Each Extra Board position will have one rest day per week. The rest day for each assigned position will be determined by the designated management representative (currently Suburban Trainmaster), and the designated rest day will be identified on each assignment bulletin when advertised:
  - (a) Engineers on rest days will not be subject to call.
  - (b) If the Suburban Extra Board is exhausted, the Chicago-Aurora Zone Engineers' Extra Board will be utilized to fill vacancies and/or extra work in Suburban Service on a single tour of duty basis. The first-out suburban qualified engineer occupying the Chicago-Aurora Zone Engineers' Extra Board will be utilized in filling suburban service engineer vacancies or suburban passenger service extra work.

5. The guarantee for the Suburban Extra Board will be \$250.00 per day, six days per week. This amount will be adjusted according to subsequent general wage increases:
- (a) Rest days are non-guaranteed days.
  - (b) Guarantee payments will be made in the payroll period in which the guarantee was incurred.
  - (c) Non-paid layoffs will result in a daily guarantee reduction of \$250.00 for any portion of a twenty-four hour period.
  - (d) If an engineer's payroll period compensation guarantee computed pursuant to the provisions of this agreement exceeds the engineer's actual compensation for that payroll period (including benefits payable under any federal or state unemployment insurance program), the engineer shall be paid the difference.
6. There shall be no duplication or pyramiding of benefits to any engineer under this agreement and/or other agreements or rules.
7. Either party may cancel the agreement by serving a thirty-day (30) written notice on the other party.

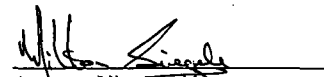
This Agreement will become effective January 7, 2000.

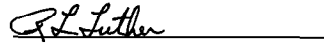
Signed at Fort Worth, Texas this 7<sup>th</sup> day of January, 2000.

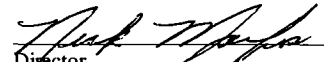
FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

  
General Chairman

FOR THE BURLINGTON  
NORTHERN AND SANTA FE  
RAILWAY COMPANY

  
Assistant Vice President  
Labor Relations

  
General Director  
Labor Relations

  
Director  
Labor Relations