

AGREEMENT

Between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY  
COMPANY

And

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

WORK/REST CYCLE PROGRAM

This Agreement creates a scheduled work/rest cycle extra board for engineers assigned to the Galesburg, Illinois, Engineer's Extra Board (board #31) as follows:

IT IS AGREED:

1. On the effective date of this Agreement, employees assigned to the Galesburg engineer'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 engineer 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. Engineers may return to service before the expiration of the rest cycle after expiration of 12 hours

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from the start of the rest cycle or tie up from last trip, whichever is later, if desired, by 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 an engineer who requests to be laid off during his rest cycle will be governed by the existing 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 the 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. Engineers exercising displacement rights onto this extra board must displace the junior engineer and will assume the work/rest cycle of the employee or position to which they displace.
8. When pools or extra boards working under overlay agreements are adjusted due to regulation and turns must be removed, the junior employee assigned to the involved pool/board will be reduced from the involved pool/board. If the junior

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employee on the involved pool/board is not assigned to a work/rest cycle that needs to be reduced, the junior employee on the cycle needing reduction will be reassigned to the cycle held by the junior engineer on the pool/board, reducing the most junior man in the pool/board from the involved pool/board. However, the engineer reassigned to a new work/rest cycle will retain his existing position and standing in the pool/board rotation .

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 engineers 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 rest cycle program agreement applicable to this 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, with 48 hours notice to the Organization, 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 Company shall again reinstate this Agreement. Local Chairman will be notified in each case.

This Agreement will become effective on February 20, 2004.

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Signed at Ft. Worth this 9<sup>th</sup> day of January, 2004.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY COMPANY:



Dennis Pierce  
General Chairman -BLE



K. J. McGinn  
Assistant Vice President - Labor Relations

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