

Guaranteed Extra List Agreement

MEMORANDUM OF AGREEMENT BETWEEN BURLINGTON NORTHERN RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Section 1

(a). Engineer extra boards will be guaranteed according to the provisions of this agreement set forth below. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are not presently permitted.

The Carrier shall maintain a sufficient number of engineers to permit reasonable lay off , privileges and to protect the service including vacations and other extended vacancies. Except as provided in paragraph (f) of this Section, the Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this agreement.

(b). Where separate road and yard extra boards are maintained, if one extra board is exhausted, it will be supplemented first with the other board.

(c). Guaranteed extra boards under this agreement shall replace existing extra boards.

Engineers assigned thereon will be run first-in, first-out, in accordance with existing schedule agreements.

(d). An engineer cannot be assigned to an extra board unless the engineer is qualified to protect (and is not restricted from performing) all service that is protected from that board.

(e). Payment of the guarantee shall be made in the payroll period in which the guarantee was incurred.

(f). Guaranteed road or combination road/yard extra boards will be increased by the appropriate number of positions when average earnings of engineers manning the board exceed \$2925 in a payroll period.

(NOTE: This amount will be adjusted according to subsequent general wage increases.)

Section 2.

(a). An engineer working on a road and/or yard extra board will be provided a payroll period compensation guarantee or a prorated portion thereof based on the number of days on the board.

(b). Engineers assigned to or reduced from the extra board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the engineer's payroll period compensation guarantee. Engineers selecting seniority placement to or from an extra board in conformity with existing rules, will count only those full calendar days, (12:01 AM - 11:59 PM, the engineer was listed on the extra board in computing the amount of the engineer's payroll period compensation guarantee. The amount of the engineers payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15, or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an engineer lays off or is otherwise unavailable for service.

As an example, an engineer holding a regular assignment, (15 day pay period), is displaced on the 11th day of the payroll period and forced to the extra board. That engineer would be

entitled to the earnings of the regular assignment for the first ten (10) days of the payroll period, in addition to 5/15 of the applicable guarantee.

(c). The payroll period compensation guarantee, subject to pro-ration as described above, shall be:

(i). On yard extra boards, protecting yard service only, \$1,508.00 in addition to any holiday pay.

(ii). On road extra boards, protecting road service only, \$2,211.00.

(iii). On combination extra boards protecting both road and yard service, \$2,211.00.

(NOTE: The guarantees set forth above will be adjusted in accordance with subsequent general wage increases.)

(d). If an employee's payroll period compensation guarantee computed pursuant to the provisions of this agreement exceeds the employee's actual compensation for that payroll period (including benefits payable under any federal or state unemployment insurance program), the employee shall be paid the difference. Special allowances for working with a reduced train or yard crew, premium pay (in excess of pay for regular service) for training engineer trainees, penalty payments and payments for attending operating rules classes, training classes, physical examinations and holidays shall be paid in addition to the guarantee amount.

Section 3.

There shall be no duplication or pyramiding of benefits to any employees under this agreement and/or other agreements or rules.

This Agreement is effective May 1, 1994, and will continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 4th day of April, 1994, at Ft. Worth, Texas.

FOR BURLINGTON NORTHERN RAILROAD COMPANY

R.E. Dean

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Joseph C Hilly T.R. Murphy

D.L. McPherson

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QUESTIONS AND ANSWERS

1 . Q. Does this agreement eliminate or modify existing agreements dealing with the operation of extra boards?

A. The purpose of this agreement is to provide for guaranteed extra boards. All existing agreement provisions dealing with extra board guarantees are superseded by this agreement. Provisions dealing with the operation of extra boards are not changed unless they are in conflict with the provisions of this agreement.

2. Q. An engineer on a guaranteed extra board lays off with permission at 11:00 AM on Monday, and reports back for service at 1:00 PM on Tuesday. There are 15 days in the payroll period. How will the engineers guarantee be adjusted?

A. Assuming the engineer was assigned to the extra board for the entire payroll period, the engineer's guarantee would be reduced by 2/15ths. Therefore, the engineer's guarantee for that payroll period would be 13/15ths of the regular guarantee.

3. Q. An engineer on a guaranteed extra board lays off with permission at 11:00 AM on Monday, and reports back for service at 9:00 AM on Tuesday. There are 15 days in the payroll period. How will the engineer's guarantee be adjusted?

A. Assuming the engineer was assigned to the extra board for the entire payroll period, the engineer's guarantee would be reduced by 1/15th. Therefore, the engineer's guarantee for that payroll period would be 14/15ths of the regular guarantee.

4. Q. Are the guarantees provided in this agreement adjusted by the entry rate provisions?

A. This agreement does not modify the entry rate provisions. Engineers who are still subject to the entry rates provisions will continue to have their guarantees adjusted according to those provisions.

5. Q. Will the Carrier adjust the extra boards on a regular basis?

A. Normally, the Carrier will adjust all extra boards no more than once each week, and those adjustments will be made on or about a regularly established time and day of the week for each board. However, the Carrier is not prohibited from adjusting a particular extra board or boards at other times in response to unusual circumstances. In such cases, the local chairman will be advised as soon as possible of the reason for such adjustments.

6. Q. Are earnings of an engineer for service performed on a holiday included in calculating any guarantee due the engineer in that payroll period?

A. Yes, The words "holiday pay" in Section 2(c)(i) and the word "holidays" in the last sentence of Section 2(d) is a reference to the basic day's pay provided for in the National Paid Holiday Agreement, and is not referring to pay an employee receives for actually performing service on a holiday.

7. Q. In the example under Section 2(h), an engineer forced to the extra board on the 11th day of a 15 day payroll period is entitled to a promoted guarantee of 5/15ths. If the engineer in the example was assigned to the extra board because there were no junior engineers at the location or the only junior engineers were already assigned to the extra board, would the example still apply?

A. Yes.

8. Q. Does this agreement allow the Carrier to establish separate road and yard extra boards where the Carrier did not have the right to establish separate road and yard extra boards before the agreement?

A. No.

9. Q. After an engineer works his regular assignment as a yard engineer on Tuesday, the engineer is displaced and then force assigned to a guaranteed extra board. Will the earnings of the engineer for working the regular assignment as an engineer be applied against the engineer's extra board guarantee?

A. No. Only earnings of an engineer while assigned to the extra board are applied to the extra board guarantee.