

Between
Burlington Northern Santa Fe Railway
and
United Transportation Union

The purpose of the Agreement is to provide a dedicated extra board of brakemen at Aurora, Illinois to protect passenger brakeman vacancies and extra work exclusively in suburban passenger service.

1. The designated management representative (currently the Suburban Trainmaster) and the local chairman will regulate the number of positions on the Suburban Brakemen's Extra Board. Initially, a minimum number of five (5) positions will be assigned to the Suburban Brakemen's Extra Board. Thereafter, the minimum number will not be changed unless the parties meet and agree to change the minimum to a higher number.
 - (a) Any adjustments to the Suburban Brakemen's Extra Board will be made after the last suburban train is ordered on Sunday.
2. Employees will not be assigned to the Suburban Brakemen's Extra Board unless qualified to protect all suburban service assignments.
3. Employees assigned to the Suburban Brakemen's Extra Board will operate on a rotating basis. This extra board will be the first source of supply for filling suburban passenger brakeman vacancies.
4. If the Suburban Brakemen's Extra board is exhausted, the Aurora Freight Brakemen's Extra Board will be utilized to fill brakeman vacancies in suburban service. If the Freight Brakemen's Extra is also exhausted, the Yardmen's Extra Board at Aurora will be used to fill the vacancies. If the Yardmen's Extra Board is also exhausted, the Conductor's Extra Board at Aurora will be used to fill the vacancies.
5. Employees assigned to the Suburban Brakemen's Extra Board will be available to protect service six consecutive days per week. Each extra board position will have one rest day per week assigned to that position. The rest day for each assigned position will be determined by the designated management representative (currently Suburban Trainmaster) and the local chairman.

6. The designated rest day will be identified for each assignment when advertised.

(a) Brakemen on their rest day will not be subject to call.

7. The guarantee for the Suburban Brakemen's Extra Board will \$226.00 per day and the entire guarantee will be subject to all applicable wage increases as well as cost of living allowances. The guarantee will be paid six days per week. (It is understood that the \$226.00 does not presently include the 1/1/03 COLA which will be applied prior to implementation of this Agreement.)

(a) Rest days will be non-guaranteed days.

(b) Guarantee payments will be made in the payroll period in which the guarantee was incurred.

(c) Employees laying off on this extra board will be required to be off a minimum of 24 hours. When marking up, said employees will be placed at the bottom of the board. An employee assigned to this extra board will be permitted to mark off from service no more than one non-paid 24 hour period per half. An employee who lays off in excess of the one non-paid 24 hour period per half while assigned to this extra board will forfeit his guarantee protection for that semi-monthly pay period and will only be entitled to the actual earning accrued when performing service for that particular pay period (all assigned rest days, vacation days, rules examinations, training classes, and/or personal leave days will be excluded from this provision). It is understood that this provision is without prejudice to the Carrier's or Organization's position regarding the implementation of attendance policies or guidelines.

(d) Each non-paid layoff will result in a daily guarantee reduction of \$226.00 for each non-paid 24 hour layoff. If the non-paid layoff exceeds a 24 hour period this will result in forfeiture of the guarantee protection for that semi-monthly pay period.

(e) If an employee's payroll period compensation guarantee, computed pursuant to the provisions of this agreement, exceeds the employee's actual compensation for a payroll period (including benefits payable under any federal or state unemployment insurance program), the employee shall be paid the difference. Special allowances, penalty payments and payments for attending operating rules classes, training classes, and physical examination shall be paid in addition to the guaranteed amount

8. There shall be no duplication or pyramiding of benefits to any employee(s) under this Agreement and/or other agreements or rules.

9. An employee voluntarily placing on the Suburban Brakemen's Extra Board will be required to remain on this extra board for a period of at least twenty-eight (28) days unless as a result of displacement he can no longer hold the board. Employees assigned to or reduced from the Suburban Passenger Extra Board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the employees payroll period compensation guarantee.

10. Either party may cancel the agreement by serving a fifteen (15) day written notice on the other party. If so cancelled, protection of suburban passenger brakeman vacancies will revert back to the provisions of the November 23, 1951 agreement and all other previous provisions in effect at Aurora, Illinois prior to the implementation of this Agreement.

Signed this day 13th of March, 2003.

FOR THE ORGANIZATION:

R.S. Knutson (SIGNATURE)
General Chairman, UTU
C..M. Vahldick
Vice President, UTU

FOR THE CARRIER:

M. H. Siegele, Jr (Signature)
R.L. Luther (Signature)
General Director Labor Relations

SIDE LETTER

March 13, 2003

Mr. R.S. Knutson, General Chairnan

United Transportation Union

8250 W. 80th Avenue, Units 7 & 8

The Meadows Centre

Arvada, Colorado 80005

Side Letter 1

Dear Mr. Knutson:

This has reference to the Suburban Service Brakemen's Guaranteed Extra Board Agreement.

This will confirm that it was further agreed that any employee hired and trained in the Chicago-Aurora Sub-District upon successful completion of the Conductor/Foreman/Hostler Training Agreement will be required to remain working as either a conductor, brakeman, or yardman in the Chicago-Aurora Sub-District a minimum of one hundred twenty (120) days unless as a result of displacement he can no longer hold the Chicago-Aurora Sub-District.

It is further understood that should either party exercise its' right to cancel the Suburban Service Brakemen's Guaranteed Extra Board Agreement this Side Letter and the provisions contained herein will be cancelled as well.

Yours truly

Milton H. Siegele (Signature)

Agreed

R.S. Knutson (Signature)

C.M. Vahldick (Signature)

SIDE LETTER 2

March 13, 2003

Mr. R.S. Knutson, General Chairman
United Transportation Union
8250 W. 80th Avenue, Units 7 & 8
The Meadows Centre
Arvada, Colorado 80005

Dear Mr. Knutson:

This has reference to the Suburban Service Brakemen's Guaranteed Extra Board Agreement.

This will confirm our understanding that the parties agree to consider, at a later date, to begin good faith discussions toward the implementation of a new Crew Consist Agreement in suburban service. It is further understood that this agreement is not intended by any means to increase the cost of running suburban operations in Chicago. The parties agree that if factors such as "Guarantee" "Board Minimum" or "Assigned Rest Days" do not result in a cost neutral solution, we will agree to meet and revisit such issues and the terms of this agreement to attempt to revise the terms of this agreement to more appropriately reflect the needs of the operation.

It is further understood that should either party exercise its' right to cancel the Suburban Service Brakemen's Guaranteed Extra Board Agreement this Side Letter and the provisions contained herein will be cancelled as well.

Yours truly

Milton H. Siegele (Signature)

Agreed

R.S. Knutson (Signature)

C.M. Vahldick (Signature)