

AGREEMENT
between
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
and
THE UNITED TRANSPORTATION UNION

In the furtherance of BNSF's work/rest efforts this Agreement is designed to determine the feasibility of providing a minimum period of undisturbed rest to conductors and brakemen assigned to extra boards at their home terminals.

IT IS AGREED:

1. Conductors and brakemen assigned to the Phoenix, AZ extra board will not be called for service at their home terminal prior to receiving eight (8) hours undisturbed rest. For purposes of this Agreement, "undisturbed rest" means that the Carrier (typically Crew Support) will not contact trainmen to inform them of their on-duty time until the trainman has had eight (8) consecutive hours off, measured from the last off-duty time.
2. Extra board conductors and brakemen who have not had eight (8) consecutive hours of undisturbed rest at their home terminals are not eligible to be called to work.
3. Any employee who is erroneously called prior to the expiration of eight hours undisturbed rest will not be entitled to any claim or penalty for such error, but may refuse the call.
4. Each extra board conductor and brakeman subject to this agreement may be run around without penalty by following conductors and trainmen during the former's period of undisturbed rest.
5. This Agreement modifies existing agreements only to the extent set forth in this Agreement, and all other schedule rules and agreements remain in effect.
6. This Agreement may be cancelled by either party upon five (5) days' written notice on the other party after sixty (60) days from its effective date..

This Agreement will become effective on June 1, 2002

Signed at Ft. Worth this 1st day of June, 2002

For United Transportation Union


General Chairman

For The Burlington Northern and
Santa Fe Railway Company:


Assistant Vice President, Labor Relations