

**MEMORANDUM OF AGREEMENT**  
**Between**  
**The Burlington Northern and Santa Fe Railway Company**  
**And**  
**Brotherhood of Locomotive Engineers (former ATSF)**

This Agreement establishes a work/rest cycle pool for locomotive engineers in the Los Angeles/Barstow Pool headquartered at Los Angeles, California.

1. Employees permanently assigned to the Los Angeles/Barstow Pool will be allocated work/rest cycles by the Carrier. A work/rest cycle is defined as seven (7) consecutive days during which an employee is available for or performs work (the work cycle) followed by three (3) consecutive rest days (the rest cycle), which an employee in these pools may observe if he so desires.
  - 1.1 An employee who is permanently assigned to the either pool will not be required to lay off during all or part of his rest cycle. However, an employee may voluntarily mark-off for all or part of his rest cycle at his own discretion pursuant to the terms of this Agreement.
  - 1.2 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.
  - 1.3 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 .
2. Rest cycle days will begin and end at 7:00 a.m. An employee who provides the required eight hours advance notice will be automatically marked off at the beginning of his rest cycle and will be automatically marked up at the expiration of his rest cycle, except that an employee may mark up earlier if he so desires. If an employee desires additional time off after the allocated rest days, permission for such additional time must be secured prior to expiration of the allocated layoff days.
  - 2.1 Layoffs taken outside the rest cycle (i.e., during the work cycle) may be granted under existing agreements and dependent upon manpower availability.
  - 2.2 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 will stand for service up to one minute before the end of the work cycle time. It is recognized that commencement of such a trip may result in employees working a significant portion of their allocated rest

days. Thus, if sufficient extra employees are available, an employee may request to lay off in advance of the scheduled 7:00 am cycle time on the day his allocated rest cycle begins. If such request is granted, the employee's automatic markup at the end of the rest cycle will be advanced an equal amount of time.

3. In recognition that this is a trial program, issues and grievances will be handled in an expeditious manner between the General Chairman and Labor Relations. Either party may call a review meeting to cover specific problems that may arise.
4. This Agreement is made on a without prejudice basis.
5. Either party may cancel this Agreement by serving ten days' written notice on the other party.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2000, and effective on \_\_\_\_\_, 2000.

FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:

FOR THE BURLINGTON AND  
SANTA FE RAILWAY COMPANY:

APPROVED

\_\_\_\_\_  
John Mullen  
General Chairman

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Milton H. Siegele, Jr.  
Assistant Vice President - Labor Relations

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George Smallwood  
Assistant Vice President - Labor Relations