

APPENDIX F – GUARANTEED EXTRA BOARDS

CEB AGREEMENT 07/01/1996

MEMORANDUM OF AGREEMENT
#1803159630
between the

UNION PACIFIC RAILROAD COMPANY
for the territory
EASTERN DISTRICT

and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
GUARANTEED ENGINEER'S EXTRA BOARD

Guaranteed Engineers' extra boards may be established in the territory subject to the Eastern District Engineers' collective bargaining agreement subject to the following:

- 1) OPERATION At the Carrier's discretion guaranteed extra boards may be established, upon thirty (30) days written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s) same may be suspended upon thirty (30) days' written notice to the General Chairman.

The Engineers' guaranteed extra board will operate on a rotary basis. Any Engineer displacing on or marking up for service will be placed at the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at bottom of the extra board per tie-up time. If more than one tie-up at the same time, previous board standing will govern.

- 2) GUARANTEE Engineers assigned to the extra board shall receive a semi-monthly guarantee of \$2405.16 per pay period (determined by using the standard basic daily through freight rate applicable to the weight-on-drivers bracket, 950,000 and less than 1,000,000 pounds at the March 21, 1996, rate of \$1.3362 per mile. This rate is subject to future general wage adjustments including COLA). The guarantee shall be computed on a daily basis and shall not apply to any calendar day the Extra Engineer lays off or, otherwise becomes not available for service or any following calendar day which an Extra Engineer continues to lay off or to be unavailable past 12:00 Noon.

NOTE: See "Attachment A" for various examples.

All earnings received by Extra Engineers assigned to the extra board will be used in computing such guarantee. Extra Engineers laying off on call, missing call or not available for call account

tied up for extra rest will have their guarantee reduced by the amount they would have earned had they not laid off on call or missed call, with a minimum of a guaranteed day. Extra Engineers missing call when other than first-out will have their guarantee reduced by one day only. Extra Engineers unavailable more than two (2) occurrences per pay period, or being unavailable more than 72 combined hours per pay period, will have their guarantee suspended for such pay period. This will include any unavailable status including extra rest, but will exclude layoffs for Company business and local chairman, legislative representative, vice local chairman, secretary treasurer or division president who must lay off for union business.

Engineers added to the extra board will be paid guarantee for the day added provided they meet the availability requirement of this agreement and all earnings made on the day added will be included in computation of guarantee. Guarantee will not be paid to an Engineer on the day reduced from the extra board.

NOTE: See "Attachment A" for examples of guarantee payment.

- 3) REST DAY/INCENTIVE PAYMENT Engineers assigned to the guaranteed extra board for an entire pay period (or who is reduced from the board by the Carrier prior to completion of the pay period) shall be entitled to one (1) rest day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:
- a) At the time of the rest day the Engineer must be other than first out.
 - b) The rest day must be taken at any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.
 - c) The rest day cannot exceed 24 hours.
 - d) This provision does not affect or modify any provision contained in the paid holiday agreement.

Engineers assigned to the guaranteed extra board for an entire pay period who remain marked up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guaranteed day representing the one (1) rest day to which entitled under this Item 3, but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an Engineer does or does not exceed the guarantee for the period and shall be in addition thereto.

Reductions in guarantee due to layoffs/absences does not apply when taking rest day(s) under this Item 3.

- 4) LAYING OFF OTHER THAN ON CALL (AT HOME TERMINAL) An Extra Engineer laying off for any reason and at any time other than on call will not be permitted to mark-up for twelve (12) hours from the time he/she laid off. He/she must mark-up to resume service.
- 5) LAYING OFF (ON CALL) AT HOME TERMINAL An Extra Engineer laying off on call will be held in (i.e., will not be permitted to mark-up) until the tie-up of the respondent or twelve (12)

hours from the time of the lay-off, whichever is later, and must mark-up to resume duty. It is understood that this provision does not estop the Carrier from administering such discipline, as it deems proper for a missed call.

- 6) MISSING CALL (AT HOME TERMINAL) An Extra Engineer missing call will be automatically marked to the bottom of the extra board at the time of such miss call.
- 7) MISSED CALL (AT FAR TERMINAL) For guarantee purposes, an Extra Engineer missing a call or laying off at the far terminal will be treated the same as an Extra Engineer laying off on call at the home terminal and will not be returned to the extra board until tie-up of the assignment he/she missed call for.
- 8) OUTLYING VACANCY An Extra Engineer who misses a call, lays off on call or ties-up for extra rest when he/she stood for an outlying vacancy will, upon reporting for service, be required to relieve the Engineer who accepted the call if he/she is still occupying the outlying vacancy. His/her guarantee will be reduced by the amount he/she would have earned with a minimum of one guarantee day for each day laid off.
- 9) TYING UP FOR EXTRA REST An Extra Engineer tying up for extra rest will retain his/her position on the extra board. If he/she becomes first-out and thus not available for service, he/she will be held in until the tie-up of the respondent or twelve (12) hours from the time of miss call, whichever is later. He/she must mark-up to resume service.
- 10) REGULATION The Carrier shall have the unqualified and unchallenged right to determine the number of Engineers to be placed and maintained on a Guaranteed Extra Board. Carrier will, however, ensure that there are sufficient Engineers on the GEB to permit those employees reasonable absence privileges. Assignments to the guaranteed extra board shall be made in accordance with Schedule Rule 92 and modifications thereto.

Engineers added to the extra board shall not be removed there from for a period of 7 days but may bid off or be displaced sooner.

EXAMPLE: Extra board is added to on May 1. Engineer assigned to the extra board on May 1 may not be removed until May 8.

- 11) DEADHEADING Deadheading which results from the regulation of the extra board will not be paid for.
- 12) SHORT TURNAROUND Extra Engineers making a short turnaround trip out of the home terminal of assignment will be placed at the bottom of the extra board.
- 13) CONFLICTING AGREEMENTS This agreement in no way conflicts with Rule 67 "TIE UP FOR EXTRA REST", and the separate seniority districts union business agreements; however, all other agreements in conflict with this agreement are hereby superseded while this agreement is in effect.
- 14) PENALTY CLAIMS The Company will not be penalized in any way in the application of this agreement.

- 15) AMENDMENTS/TERMINATION This Agreement may be amended at any time by agreement of the parties signatory hereto; otherwise under the provisions of the Railway Labor Act, as amended. This agreement may be cancelled by the Union party signatory hereto by serving sixty (60) days' written notice to the Carrier with the understanding that the termination will be effective at midnight on either the 15th or last day of the calendar month following the sixty (60) day period calculated from the date of the Union's notice. This is with the understanding that, should the carrier so request, the parties shall meet and review any problems associated with the cancellation of this Agreement. In the event this agreement is cancelled, the guaranteed extra board conditions set forth in Side Letter #20 of the Award of Arbitration Board No. 458 dated May 19, 1986 will be restored.
- 16) This agreement is a modification of and supersedes the basic Guaranteed Engineers' Extra Board Agreement signed October 25, 1985. (File E-013-22-16; E-013- CMS-E), as well as all other separate extra board agreements and understandings, except the Yard Extra Board Agreement at North Platte.
- 17) This agreement shall become effective on July 1, 1996

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ Michael Young
M. A. Young
General Chairman BLE

/s/ T.L. Wilson Sr.
T. L. Wilson, Sr.
Director Labor Relations

/s/ L.A. Lambert
L. A. Lambert
General Director – Labor Relations

"ATTACHMENT A"

EXAMPLES FOR PAYMENT OF GUARANTEE

An Extra Engineer

1. WHEN FIRST-OUT (LAYING OFF AND MISSING A CALL)

- (a) Lays off or lays off on call: at 10:30 P. M., January 3 and marks up at 12:00 Noon January 4. The Extra Engineer will lose guarantee or the amount he/she would have earned for the calendar day January 3.

If the Extra Engineer had not marked up until 12:01 P.M., January 4 he/she would have lost guarantee or the amount he/she would have earned for the calendar days January 3 and 4.

If the Extra Engineer continues to lay off greater than 72 hours, he/she will have his/her guarantee suspended for that half.

- (b) Lays off: at 1:00 A.M., January 3 and marks up at 1:00 P. M., January 3. The Extra Engineer will lose guarantee for the calendar day January 3.
- (c) Misses a call: at 11:00 A.M., January 3. The Extra Engineer will lose guarantee for January 3 or the amount he/she would have earned for January 3.

2. SECOND-OUT (MISSING A CALL)

- (a) Misses one call at the home terminal: at 11:00 A.M., January 3. He/she will lose one day's guarantee.
- (b) Miss two calls at the home terminal: at 11:00 A.M., January 3 and misses another call at 4:00 P.M., January 3 when first-out. The Extra Engineer will lose guarantee or the amount he/she would have earned for January 3.
- (c) Misses three calls at the home terminal: at 11:00 A.M., January 3 when second out, misses a second call at 4:00 P.M., January 3, and misses another call at 10:00 P.M., January 3. The Engineer will lose his/her guarantee for the first-half pay period of January.

NOTE: In the examples 1(c) and 2(a) (b) (c) above, the Extra Engineer automatically drops to the bottom of the extra board at the time of the miss call.

November 14, 1996
560.30-1

Mr. B. D. MacArthur
General Chairman BLE
217 Fifth Ave. South - #502
Clinton, IA 52732

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton UT 84041

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. - #203
Cheyenne WY 82001

Gentlemen:

This has reference to our meeting in Las Vegas on September 30, 1996, wherein we discussed the various guarantee extra board agreements which became effective recently, particularly that portion involving "REST DAY/INCENTIVE PAYMENT".

While this is a new provision in your agreements, it is a provision which has been effect for quite some time on other portions of the carrier. At your suggestion carrier developed a "draft" consisting of 14 questions and answers to illustrate the carrier's application of the aforementioned agreement provision. Following our review of the draft, carrier suggested October 31st as a deadline for the submission of any additional questions which you might wish to have included.

As agreed, attached hereto is copy of questions and answers which relate to the application of the "REST DAY/INCENTIVE PAYMENT" provision. This list includes the 14 questions and answers reviewed in Las Vegas as well as additional ones developed in response to queries received from you. We believe these questions and answers are self-explanatory and will help Engineers better understand the agreement and its application.

Yours truly,

/s/ T. L. Wilson
T. L. Wilson, Sr.
Director - Labor Relations

/s/ C. R. Wise
C. R. Wise
Director - Labor Relations

BLE GUARANTEE BOARDS QUESTION & ANSWERS

- Q1 What effect does vacation have on the "incentive" day?
- A1 The agreements require an Engineer "remain marked up and available for service during the entire pay period" and further states "This incentive for full availability during the pay period..." Thus, any absence, paid or unpaid, voids the "incentive day".
- Q2 What effect does a single day vacation or personal leave day have on the "incentive day"?
- A2 Same as A1
- Q3 What effect does "OS" status (other service at Carrier's Direction) have on the "incentive day"?
- A3 "OS" status is used to denote an individual performing other service at the direction of the carrier. An individual in such status is not "laid off" and is considered available, following proper rest, after being released from "OS" status, thus the "incentive day" is unaffected.
- Q4 If an Engineer is granted time off without any type of pay, may that employee elect whether or not the "incentive day" is charged?
- A4 Any layoff, whether paid or unpaid, voids the "incentive day"
- Q5 Does taking a "rest day" as defined in the agreement count toward unavailable time?
- A5 Yes. However, if taken within the constraints of the agreement, guarantee is not reduced.
- Q6 Does taking a "rest day" count as an occurrence as defined in the agreement?
- A6 Yes.
- Q7 Must an Engineer work 15 days before he/she is entitled to a "rest day" or "incentive pay" in lieu thereof?
- A7 There is no requirement to work any specified number of days.
- Q8 May an Engineer's request for a "rest day" be denied?
- A8 Requests for "rest days", like any non-emergency absence, are subject to the needs of the service and manpower availability; however, every reasonable effort is to be made in response to such requests.
- Q9 May a "rest day" be requested a day or more in advance?
- A9 The agreement does not preclude such; however, approval of the request by CMS would be subject to the needs of the service and manpower availability.
- Q10 Once a "rest day" is requested and granted, would a subsequent absence within the same pay period result in a reduction in guarantee for the "rest day"?
- A10 No, those reductions in guarantee due to layoffs/absences do not apply to "rest days" taken within the constraints of the agreement.

Q11 Must a request be submitted for payment of the "incentive day"?

A11 Yes. The "Incentive day" may be submitted along with claim for guarantee.

Q12 Will an Engineer tying up for "Undisturbed Rest" lose the "incentive day"?

A12 Yes. See A1.

Q13 Is "incentive day" pay used to offset guarantee?

A13 No. "Incentive day" pay is allowed whether an Engineer does or does not exceed guarantee for the period; it is paid in addition to guarantee.

Q14 At what rate of pay is the "incentive day" to be paid?

A14 One prorated guarantee day.

Q15 Several of the GEB agreements contain a provision which results in suspension of the guarantee if "unavailable for more than two (2) calls per pay period, or being unavailable for more than 72 combined hours per pay period". Will the GEB allowable 'rest day' function in any manner to activate such agreement provision?

A15 Yes. (See Q&A #5 and #6).

Q16 An Engineer observes "free" lay-off day within the conditions set forth in the Extra Board Agreement. Later, within the same payroll period, the Engineer lays off. Do the hours of the "free" lay-off day count in the calculation of the "72 combined hours" of unavailability in the pay period?

A16 Yes. (See Q&A #5).

Q17 Extra board Engineer on a pool turn vacancy qualifies for and requests UDR at the away-from-home terminal. Is guarantee affected?

A17 If this is the first UDR in the pay period, guarantee is unaffected. If this were the second (or greater) UDR in the pay period, Engineer will be considered unavailable if he would have been called and the guarantee will be reduced one guarantee day; otherwise, guarantee is unaffected.

Q18 Should a GEB Engineer qualify for and take UDR a second (or successive) time in a pay period, will his guarantee be reduced?

A18 Yes, if the Engineer would have been called had extra rest not been taken; otherwise, no reduction will be made.

Q19 When GEB Engineers are utilizing the 'rest day' provision, must they so advise CMS Crew Dispatcher so that a special status can be initiated in the CMS records for GEB pay purposes?

A19 Yes. Currently such absences are being identified as "LM".

Q20 Do GEB Engineers receive Instructor Engineer pay in addition to (over and above) their GEB guarantee?

A20 No. All earnings, including the instructor allowance, are used as an offset against GEB guarantee.

Q21 Where there is a conflict between a guarantee extra board agreement regarding extra rest and the new system rule governing extra or undisturbed rest, which rule will apply?

A21 Where there is such a conflict, the new system rule governing extra rest will apply.

Appendix F

Guaranteed Engineer's Extra Board Agreement 07/01/1996

REST DAY/INCENTIVE PAYMENT – 03/03/1998

MEMORANDUM OF AGREEMENT
#1201079830

between the
UNION PACIFIC RAILROAD COMPANY
(For The Territory Eastern District)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

REST DAY/INCENTIVE PAYMENT

During the parties' conference on November 17, 1997, the matter of rest day/incentive payment was discussed and how its application is difficult with respect to small guaranteed extra boards. After extensive discussions on this subject, the following conditions were agreed upon:

1. The following sections of the Eastern District System Guaranteed Extra Board are amended with respect to any Engineers' extra board where less than three Engineers are assigned:
 1. **OPERATION.** At the Carrier's discretion guaranteed extra boards may be established, upon seven (7) days written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s) same may be suspended upon seven (7) days written notice to the General Chairman.

The Engineers' guaranteed extra board will operate on a rotary basis. Any Engineer displacing on or marking up for service will be placed at the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at bottom of the extra board per tie-up time. If more than one tie up at the same time, previous board standing will govern.

2. **REST DAY/INCENTIVE PAYMENT.** Engineers assigned to the guaranteed extra board for an entire pay period (or who is reduced from the board by the Carrier prior to completion of the pay period) shall be entitled to one (1) rest day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:
 - (a) At the time of the rest day there must be no Engineer vacancies showing or anticipated for the next 24 hours.

- (b) The rest day must be taken at any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.
- (c) The rest day cannot exceed 24 hours.
- (d) This provision does not affect or modify any provision contained in the paid holiday agreement.

Engineers assigned to the guaranteed extra board for an entire pay period who remain marked up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guaranteed day representing the one (1) rest day to which entitled under this Item 3, but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an Engineer does or does not exceed the guarantee for the period and shall be in addition thereto.

Reductions in guarantee due to layoffs/absences does not apply when taking rest day(s) under this Item 3.

- 2. The changes as described in Section 1 above will be effective on APRIL 1 1998 and will remain in effect unless cancelled by either party with the serving of a thirty (30) day advance notice.

Signed this 3rd day of MARCH, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

/s/ Michael Young
M. A. Young
General Chairman

/s/ L. A. Lambert
L. A. Lambert
General Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

Labor Relations
1400 Douglas Street
STOP 0710
Omaha NE 6E1179-0710
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May 15, 2007

MR T DONNIGAN
GENERAL CHAIRMAN BLET
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MR D W HANNAH
GENERAL CHAIRMAN BLET
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GENERAL CHAIRMAN BLET
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CLINTON, IA 52732

MR M A YOUNG
GENERAL CHAIRMAN BLET
1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

Gentlemen:

This refers to the Carrier's May 15, 2007 letter, attached hereto, confirming the parties' understanding regarding the calculation of extra board guarantee Carrier will implement the clarification/understanding on or about August 1, 2007.

Please acknowledge your receipt and acceptance of the clarification/understanding set forth in the Carrier's May 15, 2007 letter by signing in the designated space below and returning a signed copy back to this office. If you have any questions, please do not hesitate to contact me at (402) 544-4562

**For the Brotherhood of
Locomotive Engineers and Trainmen**

/s/ T.J. Donnigan 07/12/07
T. J. Donnigan

/s/ Michael Young 07/23/07
M.A. Young

/s/ B.D. MacArthur 07/30/07
B.D. MacArthur

/s/ DW Hannah
J.W. Hannah

**For the
Union Pacific Railroad**

/s/ T.G. Taggart
T.G. Taggart

/s/ Alan L Weed
A.L. Weed

/s/ T.M. Stone
T.M. Stone

/s/ AC Hallberg
A.C. Hallberg

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May 15, 2007

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1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to our meetings in Kansas City, Missouri on March 21 and in Las Vegas, Nevada April 30, 2007, with BLET Vice Presidents Dale McPherson and Lee Pruitt, and Vice General Chairman Craig Carstenson. At one or both of these meetings, Labor Relations Directors Gary Taggart, Alan Weed, Terry Stone, Frank Tamisiea, General Director of Crew Management Mike Brazytis and Senior director of Timekeeping, Cliff Johnson represented the Carrier.

This letter will serve as confirmation of our discussions regarding the calculation of extra board guarantee. During our meetings, much of the discussion was centered around the Carrier's March 19, 2007 letter that confirmed our discussions held in Omaha, Nebraska on March 8, 2007.

The parties have consistently recognized the intent of the guaranteed extra board agreement(s) was not designed to provide an avenue to maximize guarantee without providing availability and service. In accordance with the accepted principle, as well as the quid pro quo implicit in such guarantee agreement(s), the parties concur with an interpretation that when taking or when subject to compensated or non-compensated time off, an Engineer must perform service following the compensated/non-compensated time off. Where no service is performed between the day(s) of compensated/non-compensated time off, the subsequent lay-off as well as the period between time off will therefore be considered as unavailable time off the guaranteed extra board and will count as

an occurrence(s).

It is understood that the forfeiture of guarantee shall not apply toward absences due to compensated bereavement leave, jury duty, personal leave, and vacation, provided there is intervening service between layoffs. An extra board Engineer's guarantee will be pro-rated for the days he/she is not on bereavement leave, jury duty, personal leave, and/or vacation and that these earnings will not be used in calculating the per-half guarantee.

The following are examples of Engineer extra board guarantee calculations under the BLET extra board agreements:

Example 1: An Engineer marks off the extra board at 10:00 a.m., on 3/1 for a single day of vacation. He/she is automatically marked up to the extra board at 10:00 a.m. on 3/2 at 8:00 p.m. on 3/2 he/she marks off sick. He/she is marked up to the extra board at 8:00 p.m. on 3/3. He/she marks off the extra board on at 9:00 a.m. on 3/5 for a single day of vacation. In that he/she observed three lay-offs before first performing service and the cumulative time off (10:00 a.m. 3/1 through 9:00 a.m. on 3/6) is greater than 72/96 hours, the Engineer will forfeit all guarantee for the pay half.

Example 2: An Engineer marks off the extra board at 9:00 a.m. on 3/1 for four (4) personal leave days. He/she is marked up to the extra board at 9:00 a.m. on 3/5, At 9:00 p.m. on 3/7 lays off sick for 24 hours. In that he/she observed another mark off before first performing service and the cumulative time off (9:00 a.m. 3/1 through 9:00 p.m. 3/08) is greater than 72/96 hours, the Engineer will forfeit all guarantee for the pay half.

During our discussions, the Carrier agreed with your organization's request that Engineers laying off other than first out will have their guarantee reduced by one pro-rated guarantee day for each twenty four hours or portion thereof based on the initial lay off time.

NOTE: In this regard, Portland Hub extra board Engineers remain governed by Section 4 of Memorandum of Agreement 1403159630

In addition, where only one Engineer is assigned to an extra board, such Engineer will have his/her guarantee reduced by one pro-rated guarantee day for each layoff of twenty four hours or portion thereof based on the initial lay off time.

Finally, to preserve the quid pro quo for the guarantee and the employee's obligation to remain available for call and to perform service, the parties agree to subsequently meet to provide further preventive guidelines, if necessary, should employees find other avenues to avoid work in order to manipulate guarantee.

This letter and the examples attached herein are intended to confirm our discussions on March 21 and April 30, 2007 relative to Engineer extra board guarantees on your respective properties and is not to be cited by either party as it relates to any other collective bargaining agreement

Yours truly,

/s/ T.G. Taggart
T.G. Taggart, Director

/s/ T.M. Stone
T.M. Stone, Director

/s/ Alan L Weed
A.L. Weed, Director

/s/ AC Hallberg
A.C. Hallberg, Director

BLET Extra Board Guarantee

Example 1: An Engineer works January 1st and 2nd. He/she then takes 1 compensated/non-compensated day on January 3rd. Marks up and available January 4th - 8th. Performs service on January 9th. He/she continues to be available and/or performs service through the 14th. On January 15th he/she take 1 compensated /non-compensated day on January 15th.

The guarantee will be pro-rated 13/15th

Example 2: Same Engineer in example 1 above, marks up on January 16th. Performs service on the 17th, takes 1 personal leave/single day vacation on the 18th performs service on the 19th, takes 2 personal leave/single days vacation on the 20th and 21st, performs service on the 22nd, takes 1 personal leave/single day vacation on the 23rd. He/she marks up and remains in available status through the 31st.

The guarantee will be pro-rated 12/16th because he/she performed service in between layoffs,

Example 3: An Engineer lays-off jury duty on January 1st through 5th. Performs service on the 6th. Takes one week of vacation starting January 9th.

The guarantee will be pro-rated 3/15th because he/she performed service in between layoffs.

Example 4: Same Engineer in Example 3 above, marks up from vacation on January 16th. He/she is available, but does not perform service between the 16th and 18th. On January 19, he/she lays off compensated/non-compensated for 48 hours. He/she is available/performs service between January 21 through the 31st.

The guarantee is forfeited because there was no service performed between the vacation ending on January 16th and the lay-off ending January 20th. Accordingly, the time between January 16th through the 20th was greater than 72 hours (96 on SPWL).

Example 5: An Engineer takes a week of vacation starting January 1st through the 7th. He/she is available, but does not perform service between the 8th and 10th. On the 11th he/she take a compensated/non-compensated lay off for 24 hours. He/she is available/performs service between the 12th and 15th

The guarantee is forfeited because no service was performed between the vacation ending January 7th and the compensated/non-compensated layoff on the 11th. Accordingly the time between January 1st and 12th is considered unavailable and exceeds 72 hours (96 on SPWL).

Example 6: An Engineer is granted a personal leave/single day vacation on the 1st. Marks up on the 2nd after 24 hours off. He/she performs no service between the 2nd and the 5th and he/she is then granted personal leave/single day vacation on the 5th. Marks up after 24 hours on the 6th. Performs service on the 7th through the 15th.

The guarantee is forfeited because the hours are considered cumulative and would therefore count as unavailable time because there was no work event between the personal leave/single vacation day taken between the 1st and the 6th.

Example 7: An Engineer is granted a 24-hour personal leave/single day vacation on the 1st. Marks up and performs service. On the 7th he/she lays off sick for twenty-four hours. Marks up and performs service. On the 15th, he/she again lays off sick.

The guarantee is pro-rated at 12/15 of the per-half guarantee.

Example 8: An Engineer lays off sick 3/1 at 10:00 a.m. Marks up 3/2 at 10:00 a.m. He/she lays off sick again on 3/3 at 10:00 a.m. with no intervening work event. He/she marks up on 3/4 at 10:00 a.m. and remains marked up and performs service during the pay half.

The guarantee is pro-rated at 12/15 of the per-half guarantee. The occurrences and hours are considered cumulative and would therefore count as unavailable time because there was no work event between the lay off.

Example 9: An Engineer is laid off compensated jury duty on the 1st to the 5th He/she marks up on the 5th. No intervening service is performed when he/she is granted a 24 hour personal leave/single vacation day.

The guarantee is forfeited. The hours are considered cumulative and would therefore count as unavailable time because there was no work event between the lay off.

Example 10: An Engineer is suspended from the 1st to the 5th. He/she marks up on the 6th. He/she remains marked and performs service through the 15th.

The guarantee is pro-rated at 10/15 of the per-half guarantee

Example 11: An Engineer is suspended from the 1st to the 5th. He/she marks up on the 6th. He/she lays off sick on the 7th with no intervening work event.

The guarantee is forfeited. The hours are considered cumulative and would therefore count as unavailable time because there was no work event between the layoff.

Example 12: An Engineer is laid off personal leave on 3/1. He/she marks up on 3/2. On 3/5 he/she is called for service and later given a call and release. Later on 3/5 the Engineer lays off for a single day vacation. He/she marks up on 3/6. He/she remains marked up and performs service during the pay half.

The guarantee is pro-rated 13/15. It is understood, call and releases will be considered as performing service relating to Engineer extra board guarantee.

EXTRA (UNDISTURBED) REST — HOLDING TURNS/EXTRA BOARD POSITIONS

MEMORANDUM OF AGREEMENT

#1210159745

between the
UNION PACIFIC RAILROAD COMPANY
For The Territory Eastern District

and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**EXTRA (UNDISTURBED) REST —
HOLDING TURNS/EXTRA BOARD POSITIONS**

At the request of the Organization in its letter of May 7, 1997, Carrier is now agreeable in amending the application of the System Agreement "Extra (Undisturbed) Rest" of June 1, 1996, to the extent as follows:

- Q-3 Is an Engineer removed from the extra board or pool when he/she takes extra rest at the home terminal?
- A-3 No. The Engineers' pool/extra board position will continue to rotate and if the Engineer is not rested when the turn/extra board position becomes first-out, it will remain first-out until the Engineer is rested and available for service.

This Memorandum of Agreement amending the application of the system "Extra (Undisturbed) Rest" Agreement will become effective on JANUARY 1, 1998 and may be cancelled at any time thereafter by the serving of a thirty (30) day advance notice by either party.

Signed this 25th day of NOVEMBER, 1997.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

./s/ Michael Young
M. A. YOUNG
GENERAL CHAIRMAN

/s/ L. A. Lambert
L. A. LAMBERT
GENERAL DIRECTOR LABOR RELATIONS

SIDE LETTER 20 TO 1986 AWARD 458

NATIONAL RAILWAY LABOR CONFERENCE

1901 L Street N.W. Washington D.C. 20036/Area code 202-682-7200

CHARLES I. HOPKINS, Jr.
Chairman

D. P. LEE
Vice Chairman and
General Counsel

G. F. DANIELS
Vice Chairman

R. T. KELLY
Director of Labor Relations

May 19, 1986

Mr. John P. Sytsma
President Brotherhood of Locomotive Engineers
1112 Engineers Building
1365 Ontario Street
Cleveland, OH 44114

Dear Mr. Sytsma:

This will confirm our understanding with respect to the pay differential for an Engineer working without a fireman and other related matters:

(1) Pay Differential

- (a) Notwithstanding the provisions of Article I, Section 8(g) and (i) (ii) and Article IV, Section 1(a) of the agreement of this date, the differential of \$4.00 per basic day in freight and yard service and 4 cents per mile for miles in excess of the number of miles encompassed in the basic day in freight service. Currently payable to an Engineer working without a fireman on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required, shall be increased to \$6.00 in three installments; \$1.00 effective July 1, 1986, \$.50 effective January 1, 1987, and \$.50 effective January 1, 1988, and to 6 cents per mile in three installments of 1 cent, one-half cent, and one-half cent, respectively, on the same effective dates.
- (b) An Engineer working with a reduced train crew (established pursuant to a crew consist agreement made subsequent to January 1, 1978) and without a fireman will be allowed the standard reduced train crew allowance for that trip unless the Engineer allowance for working without a fireman is greater. In no event will there be any duplication or pyramiding of payments. The term "standard reduced crew allowance" referred to herein, is the \$4.00 paid originally to the members of reduced train crews as that amount has been modified by subsequent general and cost-of-living wage increases.

- (c) Existing notices with respect to adjusting the pay differential for an Engineer working without a fireman are disposed of by this Agreement and notices concerning this subject are governed by the moratorium provisions of Article XVIII, Section 2 of this Agreement. Existing notices designed to change the cooperation relationship between the Engineer and other members of the crew where such relationships have been changed because of a crew consist agreement are disposed of by this Agreement and notices concerning this subject shall not be served. However, if the special allowance currently payable to a conductor working with one brakeman is subsequently increased for a conductor working without any brakeman, the organization may serve and pursue to a conclusion as hereafter provided proposals pursuant to the provisions of the Railway Labor Act seeking to adjust compensation relationships for Engineers on conductor only assignments.
- (d) Any additions allowance shall be limited in amount so that when combined with the differential payable to an Engineer working without a fireman, the total amount for that trip or tour of duty shall be no greater than the allowance paid to the conductor of that crew unless the present Engineer allowance for working without a fireman is greater. When the present Engineer allowance is greater it shall be converted to the allowance payable to the conductor when the latter allowance exceeds the former.
- (e) Where the organization serves such a proposal as above provided, the carrier may serve proposals pursuant to the provisions of the Railway Labor Act for concurrent handling therewith that would achieve offsetting productivity improvements and/or cost savings.
- (f) In the event the parties on any carrier are unable to resolve the respective proposals by agreement, the entire dispute will be submitted to final and binding arbitration at the request of either party.

(2) Guaranteed Extra Boards

- (a) Carriers that do not have the right to establish additional extra boards or discontinue an extra board shall have that right.
- (b) Upon thirty days' advance notice to the appropriate general chairman, a carrier may establish additional extra boards. Upon request of the general chairman, a meeting will be held to discuss the proposed action. However, this shall not serve to delay the establishment of any extra board.
- (c) When an extra board is established under this rule it will, unless the general chairman is notified otherwise, protect all jobs on that seniority district whose laying off and reporting points are closer to the location of the extra board than to the locations of other extra boards on that seniority district.
- (d) The carrier will regulate the number of employees, if any, assigned to such extra boards and will have the right to discontinue such boards.
- (e) While on an extra board established under this rule, each employee will be guaranteed the equivalent of 3000 miles at the basic through freight rate for each calendar month

unless the employee is assigned to an exclusive yard service extra board in which event the guarantee will be the equivalent of 22 days' pay at the minimum 5-day yard rate for each calendar month. All earnings during the month will apply against the guarantee. The guarantees of employees who are on the extra boards for part of a calendar month will be pro-rated.

- (f) Except as hereinafter provided, if an employee is suspended as a result of disciplinary action, lays off at his own request with permission, is not available for personal reasons, or misses a call, earnings lost as a result thereof will be deducted from the monthly guarantee. Unless the needs of the service dictate otherwise, employees assigned to an extra board which protects yard service exclusively may lay off for a maximum of two days per month without the earnings lost as a result thereof being deducted from the monthly guarantee.
- (g) The maximum number of guaranteed extra boards that can be in operation on a carrier any one time under this provision is three in the territory of each regular source of supply point on that carrier.
- (h) No existing guaranteed extra board will be supplanted by a guaranteed extra board under this rule if the sole reason for the change is to reduce the guarantee applicable to employees on the extra board.
- (i) This rule will not be construed as restricting any existing rights of a carrier to establish or discontinue extra boards. The rights conferred by this rule are in addition to preexisting rights.

This Letter of understanding shall not apply on carriers that have agreements with the organization adjusting the compensation of Engineers in response to the change in compensation relationships between Engineers and other members of the crew brought about by crew consist agreements unless the appropriate BLE General Chairman elects to adopt this letter agreement in lieu of the compensation adjustments provided in such agreement. Such election must be exercised on or before 45 days following the date of this Agreement. If such action is made, the provision of such local agreements concerning matters other than compensation shall be retained.

Where the General Chairman does not elect to substitute this letter of understanding as provided for in the paragraph above and, therefore, the local agreement remains in effect in its entirety and such local agreement contains a moratorium provision, it is agreed that any special allowance provided for therein that is subject to being increased by general wage increases shall be excluded from the provisions of Article I, Section 8(a), Article II, Section 1(b) and (d), and Article IV, Section 5(a) and (b).

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,
/s/ C. I. Hopkins, Jr.

I agree:

/s/ John F. Sytsma

John F. Sytsma

