

MEMORANDUM of
AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

for the territory

TEXAS AND PACIFIC RAILWAY

**GUARANTEED COMBINATION EXTRA
BOARDS and SUPPLEMENTAL EXTRA
BOARDS**

In connection with modifications to existing crew consist provisions, the parties have agreed to amend certain provisions pertaining to the operation and administration of guaranteed extra boards and to establish Guaranteed Combination Extra Boards and Supplemental Extra Boards. Accordingly, it is agreed the following conditions shall apply:

I. COMBINATION EXTRA BOARDS

ESTABLISHMENT

A. Conductor and Brakeman Extra Boards (guaranteed or non-guaranteed) in existence, if any, at the locations listed below shall be eliminated. In place thereof, Guaranteed Combination Road Extra Boards shall be established at the following locations:

- 1) New Orleans
- 2) Shreveport
- 3) Mineola
- 4) Fort Worth - North (McAlester - Chickasha)
- 5) Fort Worth - West
- 6) Big Spring
- 7) El Paso

B. Conductor, Brakeman and Yardman Extra Boards (guaranteed or non-guaranteed) in existence, if any, and Road / Yard (Brakeman / Yardman) Extra Boards in existence, if any, at the locations identified below shall be eliminated. In place thereof, Guaranteed Combination Road / Yard Extra Boards shall be established at the following locations:

- 1) Livonia
- 2) Denison

NOTE: Assignments to Guaranteed Combination Road / Yard Extra Boards will be made subject to applicable prior rights and / or work equity considerations.

C. Guaranteed Combination Road Extra Boards shall protect Conductor, Brakeman and road Utility position vacancies. Guaranteed Combination Road / Yard Extra Boards shall protect Conductor, Brakeman, Foreman, Yard Helper, Hostler, Hostler Helper, road Utility positions and yard Utility positions.

D. An employee must be a qualified Conductor to hold a position on a Guaranteed Combination Road Extra Board or the Guaranteed Combination Road / Yard Extra Board. An employee's seniority date as a Conductor will be used in making assignments to these boards.

E. Guaranteed Yard Extra Boards will be established at the locations listed below and will protect Foreman, Yard Helper, Hostler, Hostler Helper and yard Utility positions:

- 1) Shreveport
- 2) Texarkana
- 3) Longview
- 4) Dallas
- 5) Fort Worth
- 6) Big Spring
- 7) El Paso.

NOTE: At those locations where both a Guaranteed Combination Road Extra Board and a Guaranteed Yard Extra Board exist, the parties may, by mutual agreement, consolidate such boards and establish a Guaranteed Combination Road / Yard Extra Board.

F. Assignments to a Guaranteed Yard Extra Board will be made in accordance with the employee's seniority as a Yardman.

COMPENSATION

G. The guarantee for extra boards established pursuant to this Agreement shall be as follows:

1) Guaranteed Combination Road Extra Boards and Guaranteed Combination Road / Yard Extra Boards - \$2226.97 per pay period (as of June 1, 1996), which equates to one thousand eight hundred (1,800) miles at the Conductor's local rate.

2) Guaranteed Yard Extra Boards - \$1,523.53 per pay period (as of June 1, 1996), which equates to 11.5 days at the five (5) - day Yard Helper rate.

3) The guarantees set forth in this Section G will be subject to all applicable general wage and cost-of-living adjustments.

4) (a) An employee assigned to a guaranteed extra board established pursuant to this Agreement and who is available for an entire pay period (or is reduced by the Carrier prior to the completion of the pay period) shall be entitled to one (1) lay-off day (24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, PROVIDED:

(1). Must be other than first-out at time of layoff

(2). Lay-off must be taken at any time commencing 12:01 am Monday and concluded by 11:59 pm Thursday.

(3). Lay-off must not exceed twenty four (24) hours.

(4). The agreement governing paid holidays is not affected or modified in any manner by this agreement .

(b) Employees assigned to a guaranteed extra board at the same location for an entire pay period who remain marked up and available for service during the entire period and who elect not to avail themselves of the lay-off day provided for under Paragraph (a) above shall be allowed payment of one (1) pro rated guaranteed day in lieu thereof. This payment is for being available for the entire pay period and shall be paid without regard to whether or not the employee does or does not exceed his/her guarantee for the pay period.

5) Employees assigned to a guaranteed extra board established pursuant to this Agreement for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the board during a pay period. Employees

going to or from the guaranteed board at their option (seniority move) will be allowed one (1) guarantee day for each 24-hour period they are on the guaranteed extra board. Employees reduced from the board by the Carrier reducing the board will be allowed (1) guaranteed day for each 24-hour period or portion thereof they are on the guaranteed extra board.

NOTE: This Section G is intended to establish the guarantee for employees assigned to Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards or Guaranteed Yard Extra Boards and is not intended to modify the rate of pay for any position(s).

H. Newly hired employees assigned to a Guaranteed Combination Road Extra Board, Guaranteed Combination Road / Yard Extra Board or Guaranteed Yard Extra Board established pursuant to this Agreement shall have their guarantee paid in accordance with the percentage applicable to such employees' earnings as set forth in Article IV, Section 6 of the October 31, 1985 UTU National agreement, as amended.

I. Payment of the guarantee shall be made in the payroll half for the payroll period in which the guarantee payment was incurred.

J. All earnings, excluding penalty time claims, received by employees assigned to Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards or Guaranteed Yard Extra Boards will be used in computing the employees' guarantee. An employee assigned to a Guaranteed Combination Road Extra Board, Guaranteed Combination Road / Yard Extra Board or a Guaranteed Yard Extra Board laying-off on call, missing call or not available for service will have his / her guarantee reduced by the amount he / she would have earned had he / she not laid off on call, missed call or not been available for service, with a minimum reduction of one (1) guarantee day.

NOTE: The "Special Yard / Local Allowance" provided pursuant to Section 1, Paragraph B of the Crew Consist Agreement (Conductor- / Foreman-Only Operations) shall not be included in the calculation of earnings in computing an employee's guarantee.

K. Employees assigned to Guaranteed Combination Road Extra Boards or Guaranteed Combination Road / Yard Extra Boards who miss a call when other than first-out will have their guarantee reduced by one (1) day for each 24-hour period or portion thereof they are off the board.

EXAMPLE: Conductor A is first out and Conductor B is second out. Conductor A missed call for a 7:00 a.m. local. Conductor B also missed call for the 7:00 a.m. local. Conductor A's guarantee is reduced under the

provisions of Paragraph J above and Conductor B's guarantee is reduced under the provisions of Paragraph K above.

L (1) Employees assigned to a Guaranteed Combination Road Extra Board or a Guaranteed Combination Road / Yard Extra Board marking off will not lose their place on the guaranteed extra board unless they are not available at call time. At call time, employees in marked off status will be "hooked" to the assignment missed and will forfeit one (1) day's guarantee for each 24-hour period thereof they are laid off from time they first marked off

NOTE: Employees marking off will not have their names removed from the extra board until call time when they are first-out.

(2) For employees assigned to Guaranteed Yard Extra Boards, existing yard rules in connection with laying off are unchanged and yard employees marking off will forfeit one day's guarantee for each 24- hour period or portion thereof they are marked off and not available for service ..

(3) An employee who is assigned to either a Guaranteed Combination Road Extra Board, Guaranteed Combination Road / Yard Extra Board or a Guaranteed Yard Extra Board who lays off or is unavailable for service on more than two (2) occurrences in a pay period will forfeit his / her guarantee for that pay period.

M. All guarantee compensation paid to employees will be considered as service rendered for vacation pay and qualification purposes.

REGULATION

N. The Carrier shall regulate the number of employees on the Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards and Guaranteed Yard Extra Boards established pursuant to this Agreement. The number of employees assigned to the Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards and / or Guaranteed Yard Extra Boards at a location shall not, however, be less than thirty (30) percent, rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of regular positions, including regularly assigned utility positions, protected by that extra board, except as provided in the NOTE in Article II, Section E and Side Letter No. 1 of this Agreement. Should the last position on an extra board established pursuant to this Agreement be abolished, such board shall be considered inactive, but will be reactivated in accordance with the terms and conditions of this Agreement. Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards and / or Guaranteed Yard Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Mondays.

II. SUPPLEMENTAL EXTRA BOARDS

ESTABLISHMENT

- A. (1) A Supplemental Extra Board shall be established at each location where a Guaranteed Combination Road Extra Board and/or Guaranteed Combination Road / Yard Extra Board is established. Employees assigned to Supplemental Extra Boards shall be used to protect all vacancies arising in the territory protected by the protecting Guaranteed Combination Road or Road / Yard Extra Board when that extra board is exhausted.
- (2) A Yard Supplemental Extra Board shall be established at each location where a Guaranteed Yard Extra Board is established. Employees assigned to Yard Supplemental Extra Boards shall be used to protect all yard vacancies arising in the territory protected by the protecting Guaranteed Yard Extra Board when that extra board is exhausted.
- B. (1) To hold an assignment on a Road or Road / Yard Supplemental Extra Board, the employee must be a qualified Conductor. Assignments to Road or Road / Yard Supplemental Extra Boards will be made in accordance with Conductor seniority;
- (2) Assignments to Yard Supplemental Extra Boards will be made in accordance with Yardman seniority.

COMPENSATION/REGULATION

- C. (1) Employees assigned to a Supplemental Extra Board shall be provided a guarantee equal to eighty five percent (85%) of the applicable Guaranteed Combination Road Extra Board or Guaranteed Combination Road / Yard Extra Board guarantee set forth in Article I, Section G, Paragraph 1 of this Agreement.
- (2) Employees assigned to a Yard Supplemental Extra Board shall be provided a guarantee equal to eight five percent (85%) of the applicable Guaranteed Yard Extra Board guarantee set forth in Article 1, Section G, Paragraph 2, of this Agreement.
- D. (1) The provisions of Article I. Section G. Paragraph 4 are not applicable to employees assigned to Supplemental Extra Boards or Yard Supplemental Extra Boards.
- (2) Except as specifically set forth in this Article II. the guarantee afforded employees assigned to Supplemental Extra Boards and Yard Supplemental Extra

Boards shall be governed by applicable provisions set forth in Sections G through M, inclusive, of Article I of this Agreement.

- E. (1). The number of positions comprising the Supplemental Extra Board at a location shall not be less than ten percent (10%), rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of positions comprising the Guaranteed Combination Road Extra Board or Guaranteed Combination Road / Yard Extra Board at the location, except as provided in the NOTE in this Section E and Side Letter No. 1 of this Agreement. The number of positions comprising the Yard Supplemental Extra Board at a location shall not be less than ten percent (10%), rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of positions comprising the Guaranteed Yard Extra Board at the location, except as provided in the NOTE in this Section E and Side Letter No.1 of this Agreement. Each Supplemental Extra Board or Yard Supplemental Extra Board established pursuant to this arrangement will have a minimum of two (2) positions assigned thereto. If the 100.10 calculation set forth herein results in less than 0.5 for a given location, a Supplemental Extra Board or Yard Supplemental Extra Board need not be established at the location. Supplemental Extra Boards and Yard Supplemental Extra Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Mondays.

EXAMPLE 1: There are 16 positions on a Guaranteed Combination Road / Yard Extra Board. Application of Section E calls for 1.6 trainmen on the Supplemental Extra Board. The Carrier would assign two (2) employees to the Supplemental Extra Board.

EXAMPLE 2: There are 4 trainmen on a Guaranteed Combination Road Extra Board. Application of Paragraph C calls for 0.4 trainmen on the Supplemental Extra Board. The Carrier would not be required to assign an employee to the Supplemental Extra Board. The Carrier may, however, establish a Supplemental Extra Board at the location, in which event a minimum of two (2) positions would have to be assigned.

NOTE: Nothing herein shall serve to preclude the Organization's Local Chairman and the appropriate CMS Director from transferring by mutual agreement, during those periods when the guaranteed extra board(s) is (are) rotating slowly, positions under the involved Local Chairman's jurisdiction between the guaranteed extra board(s) and Supplemental Extra Board(s).

(2). An employee who is first-out on the Supplemental Extra Board will automatically rotate to the bottom of the board at noon (12:00).

III. GENERAL

In the event the provisions of existing agreement rules conflict with the terms and / or intent of this Agreement, the provisions of this Agreement shall apply.


Signed this 5th day of September, 1996 in Fort Worth, Texas.

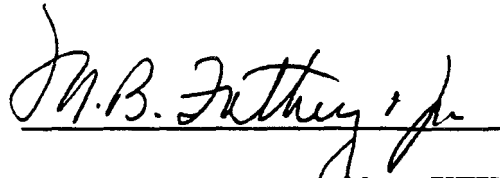
FOR THE UNITED TRANSPORTATION
UNION:


FOR THE UNION PACIFIC
RAILROAD COMPANY:

4)

S.B. Rudel
General Chairman, UTU


.. **Terry Olin**
General Director - Labor Relations


President, UTU


W. S. Hinckley
General Director – **Labor Relations**
Labor Relations

APPROVED:
M. B. Futhey, Jr.
International
Vice President

R. D. Meredith
Assistant Vice President-
Employee Relations Planning