

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:

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

FOR THE CARRIER:

 /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.

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.