

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



October 17, 1990

File: 560.30-1

Mr. M. B. Futhey, Jr.  
General Chairman, UTU (C&T)  
5050 Poplar Avenue  
Suite 1510  
Memphis, TN 38157

Dear Sir:

This refers to the agreement we entered into on May 30, 1989, which became effective upon implementation of the MKT Merger Agreement, and modified Article II - Guaranteed Extra Board of the August 3, 1987 Crew Consist Agreement to the extent that employees who remain marked up and available for service during an entire pay period are eligible for a higher guarantee which represents a "bonus" for total availability for the pay period.

In order to resolve various disputes which have arisen over this matter, and in order to reinforce the incentive for employees on extra boards to remain marked up and available for service thereon, it is agreed that the following interpretations to the May 30, 1989 Agreement will govern effective November 1, 1990:

1. An exception to the provision that the higher guarantee shall not apply to any period during which an extra employee lays off or is otherwise available for any reason will be made for attending rules examinations. Extra employees will be expected to attend such classes when possible without loss of time. If required to lay off to attend such classes, or if unavailable for service by virtue of attending such classes, such unavailability will not disqualify an extra employee for the higher guarantee.
2. An employee who is assigned to a guaranteed extra board at the beginning of a pay period and, during the pay period, is displaced or reduced from such

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board and immediately exercises to another guaranteed extra board, shall not be disqualified from receiving the higher guarantee so long as the employee exercises to another board within three (3) hours of being notified of displacement or removal from the former extra board. This same provision will apply to an employee who makes application from one guaranteed extra board to another guaranteed extra board. In sum, an employee who is marked up and available for service for an entire pay period, albeit on two different guaranteed extra boards, shall be eligible for the higher guarantee for the pay period.

3. It is recognized that Carrier's desire to regulate guaranteed extra boards on a weekly basis tends to defeat the purpose of the incentive guarantee when employees striving to meet the availability criteria are cut from the board in the final days of the pay period. Accordingly, it is understood that an employee cut by the Carrier from a guaranteed extra board will be allowed one basic through freight day (road or combination board) or one basic yard day (yard board) if, at the time cut from the board, the employee meets the following criteria:
  - a) has been continuously assigned to an extra board since 12:01 A.M. the first day of the pay period,
  - b) has been continuously assigned to an extra board for at least the first ten (10) full calendar days of the pay period, and
  - c) has been marked up and available for service from the beginning of the pay period to the time cut from the board, i.e., has not laid off or was not otherwise unavailable for service during the period, other than under Item 1 above.

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If the foregoing adequately and accurately outlines our agreement in this matter please so indicate by signing in the space provided for that purpose below.


Yours truly,



M. A. HARTMAN  
Director Labor Relations

MAH/101790/f

AGREED:



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M. B. Futhey, Jr.  
General Chairman, UTU (C&T)