

A G R E E M E N T

between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (E)

GUARANTEED FIREMEN'S EXTRA BOARD
- EASTERN DISTRICT

1. Effective 12:01 A.M., March 1, 1988, a guaranteed firemen's extra board shall be established for the purpose of filling hostler vacancies and passenger service at Council Bluffs, Iowa; North Platte, Nebraska; Cheyenne, Wyoming; and Denver, Colorado.

2. The firemen's guaranteed extra board will operate on a rotary basis. Any firemen displacing on or marking up for service will be placed at the bottom of the board. Firemen 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.

3. Firemen assigned to the extra board shall receive a semi-monthly guarantee equivalent to 1100 miles per pay period at the January 1, 1988 rate of \$113.96 per 100 miles. This rate is subject to future general wage adjustments. The guarantee shall be computed on a daily basis and shall not apply to any calendar day the extra fireman lays off or otherwise becomes not available for service or any following calendar day which an extra fireman continues to lay off or to be unavailable past 12:00 Noon.

EXAMPLE: An extra fireman lays off, lays off on call or misses call at 10:30 P.M. January 3 and marks up at 12:00 Noon January 4. The extra fireman will lose guarantee for the calendar day January 3. If the extra fireman had not marked up until 12:01 P.M. January 4 he would have lost guarantee for the calendar days January 3 and 4.

EXAMPLE: An extra fireman lays off at 1:00 A.M. January 3 and marks up at 1:00 P.M. January 3. The extra fireman will lose guarantee for the calendar day January 3.

All earnings received by extra firemen assigned to the extra board will be used in computing such guarantee. Extra firemen laying off on call or missing call will have their guarantee reduced by the amount they would have earned had they not laid off on call or missed call. Extra firemen laying off more than two (2) occurrences per pay period will have their guarantee suspended for such pay period. This will include any unavailable status including extra rest but will exclude lay-offs for Company business and Local Chairman Legislative Representative, Vice Local Chairman, Secretary-Treasurer or President who must lay-off for union business.

4. The Carrier shall regulate the extra board. The maximum number of firemen assigned to the extra board shall not exceed 25% of the regular established hostler jobs (including relief jobs) existing at the locations covered by this agreement at anytime (fractions will not be counted). The number of men assigned to this extra board will be comparable to the number of vacancies filled by this extra board.

5. Any changes in the number of firemen assigned to the extra board shall be made effective at 11:59 P.M. Central Time. Additions to the extra board shall be made by application. If no firemen apply, the junior fireman assigned to a blankable fireman's position (road or yard) will be force assigned. Any reduction of the firemen's extra board shall be made by removing the senior extra board fireman with request on file to relinquish the extra board. If no requests are on file to relinquish the extra board, the junior fireman assigned to the extra board will be removed. Firemen assigned to the extra board will not be removed for a period of (seven) 7 days from date assigned, except when assigned to a regular hostling position. Firemen displacing onto the extra board may be removed at anytime and will not be subject to this 7-day period.

A fireman force-assigned to a hostling vacancy or a position on a hostler's extra board account no application received, may exercise seniority within twenty-four (24) hours after such assignment and may displace any junior assigned hostler. Each hostler so displaced may in turn exercise seniority in the same manner until the last remaining vacancy is filled. The 24-hour period referred to above is not triggered until a fireman/hostler is contacted by CMS.

6. Deadheading which results from the regulation of the extra board will not be paid for.

7. When the hostlers' extra board is exhausted, vacancies which are normally filled by the hostlers' extra board will be filled as follows:

- (1) Fireman with an application on file to work a "make up day", i.e. a fireman who did not have 40 straight time hours of work in the preceding work week.
- (2) First fully rested person from the firemen's extra board.
- (3) Senior hostlers on their day off with application on file for rest day service. This includes those with service limits exceeded. Can be used only if working the extra shift will not make them unavailable for their regular assignment.
- (4) Fireman with eight hours' service eligibility who desires hostler work from any board. Application on file.

A fireman/hostler called in any of the above steps who refuses to accept when contacted, will be withheld from service for a period of 12 hours from the time of such refusal, and must call in and mark up to resume service.

8. An extra fireman laying off for any reason and at any time other than on call will not be permitted to mark up for 12 hours from the time laid-off and must mark up to resume service.

9. An extra fireman laying off on call, or missing a call will be held in until the tie-up of the respondent or 12 hours from time of layoff or time missed call, whichever is later, and must mark up to resume service. It is understood that this provision does not estop the Carrier from administering such discipline as it deems proper for a missed call.

10. Firemen assigned to the guaranteed firemen's extra board may be used to fill engineer's vacancies in accordance with applicable agreements as their seniority permits. Miles earned by extra firemen when filling engineer's vacancies will be included in the computation of guarantee for extra firemen.

11. When a fireman or hostler is displaced, run discontinued or is returning to service, he must first displace as follows:

If there is a fireman his senior with application on file to vacate hostler service, such senior fireman will be released from hostler service. The application process will be used to fill the resultant vacancies and the fireman or hostler who was displaced, run discontinued or is returning to service will be assigned to a resulting hostler vacancy in accordance with his seniority.

If there is no fireman his senior with application on file to vacate hostler service and if no vacancies exist in hostler service, the displaced fireman may exercise seniority in accordance with schedule rules.

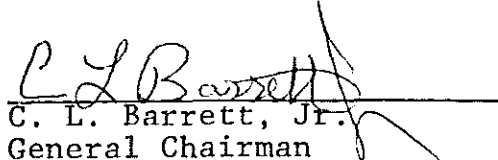
12. Firemen who are marked up on the extra board and perform no service on a calendar day will have such day counted as a shift of compensated service in the computation of the 11 out of 30-day requirement for holiday pay. All other provisions of the holiday agreements apply.

13. This Agreement is effective March 1, 1988.

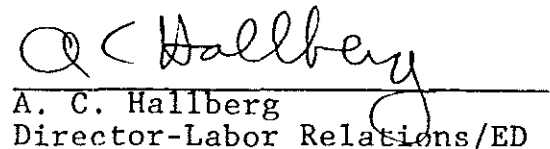
14. This Agreement will automatically terminate ten (10) days after service of written notice of desire to so terminate by either party upon the other.

Dated at North Kansas City, Missouri, this 26th day of February, 1988.

FOR THE UNITED
TRANSPORTATION UNION (E):


C. L. Barrett, Jr.
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY:


A. C. Hallberg
Director-Labor Relations/ED