

**MEMORANDUM OF AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

\*\*\*\*\*

\*\*

**EXTRA BOARD WORK/REST CYCLE MODIFICATION AGREEMENT  
EL PASO EAST ENGINEER'S EXTRA BOARD**

\*\*\*\*\*

\*\*

Union Pacific Railroad Company ("Carrier" or "UP") and Brotherhood of Locomotive Engineers ("BLE") recognize present operating practices, collective bargaining agreement provisions and crew management practices have an impact on the quantity and quality of rest opportunities afforded engineers, as well as on the safety of their work environment and quality of life. UP and BLE recognize innovative methods must be devised to address these impacts and concerns. One scientifically based approach is to provide engineers working on extra boards assigned rest days. This approach contemplates enhancing employee safety and quality of life by providing predictable and scheduled time off while maintaining a sufficient work force to satisfy UP's needs. The parties thus agree to implement a work/rest cycle pilot project for engineers assigned to the "East" extra board at El Paso, Texas (presently identified as "TP 860 XE41").

Therefore, **IT IS AGREED:**

**I. ENHANCED EMPLOYEE REST AND DUTY CALL (MARK-UP) PROVISIONS**

**A. UNDISTURBED MINIMUM (HOURS-OF-SERVICE) REST**

1. Subsequent to completion of their tours of duty, employees assigned to the El Paso East engineer's extra board will be provided the appropriate undisturbed Hours-of-Service rest at their home and away-from-home terminals.
2. The provisions of Paragraph 1, above, will, upon implementation of the work/rest cycle set forth in Article II of this Agreement, be applied to all engineers assigned to unassigned through freight service --i.e., through freight pools -- protected by the El Paso East engineer's extra board.

**NOTE 1:** "[U]ndisturbed Hours of Service rest" is defined as the rest

period subsequent to performing service during which an employee will not be called for duty or for other similar reasons until expiration of the minimum rest period specified by the Hours of Service Law -- i.e., either eight (8) or ten (10) hours. This provision shall not preclude Carrier from contacting an employee during this rest period to notify him/her of a displacement or a change in assignment.

**NOTE 2:** The provisions of Article I, Section A specify the only amount of undisturbed rest an employee is to receive at the home and away-from-home terminals following completion of his/her tour of duty. These provisions are not intended to restrict the parties' rights and obligations under the Hours-of-Service Act.

**NOTE 3:** An employee who is being given a "four-hour release" must be advised of such prior to his/her release from service on the current trip. If not so advised, the provisions of this Article I, Section A will apply. In the event the employee is given a "four-hour release," he/she will be provided a minimum of four (4) hours undisturbed rest.

3. This Article I, Section A does not abrogate or modify the provisions of Article 30, Section 9 of the Agreement between Southern Pacific Transportation Company (Western Lines) and the Brotherhood of Locomotive Engineers, dated November 1, 1982, as amended by the December 1, 1997 SPWL Modification Agreement.

4. ***This Article I, Section A will not apply to engineers who, in accordance with Rule \_\_\_\_\_, are called for service and subsequently released at their terminal and no service is performed.***

**B. MORNING MARK-UPS FOLLOWING 72 HOURS OR MORE LEAVE**

1. Employees assigned to the El Paso East engineer's extra board who have been absent for seventy-two (72) or more consecutive hours will not be available for duty earlier than 7:59 a.m. on the day following his/her mark-up if the employee marks up between 9:00 p.m. on the preceding day and 7:58 a.m. If the mark-up is after 7:58 a.m. and before 9:00 p.m., the employee will be called in accordance with applicable agreement rules.

2. In applying Paragraph 1 of this Section B, the employee will move up (rotate) on the extra board during the 9:00 p.m. to 7:58 a.m. period. If the employee reaches first out prior to the specified availability time (calling time), the employee will be held in the "first-out" position until the employee can be called for duty.

**EXAMPLE 1:** Employee A lays off sick at 1:00 p.m. Monday and marks up for service at 10:00 p.m. on Thursday. Since

Employee A was absent for more than 72 consecutive hours and marked up after 9:00 p.m. Thursday and before 7:58 a.m. Friday, he/she will not be used on an assignment which starts before 7:59 a.m. on Friday. Between 10:00 p.m. Thursday and 7:58 a.m. Friday, Employee A will move up (rotate) on the extra board and will, if he/she reaches first-out prior to 7:58 a.m., will be held in that position until the employee can be used -- i.e., on an assignment which starts after 7:58 a.m. Friday.

**EXAMPLE 2:** Employee B lays off sick at 6:00 a.m. Sunday and marks up for service at 7:00 p.m. Thursday. Since Employee B was absent for more than 72 consecutive hours but did not mark up after 9:00 p.m. that day (Thursday), he/she would be available and could be called, in accordance with applicable Agreement rules, for service.

**EXAMPLE 3:** Employee C lays off sick at 6:00 a.m. Monday and marks up for service at 10:00 p.m. Wednesday. Since Employee C was not absent for more than 72 consecutive hours, he/she would be available and could be called, in accordance with applicable Agreement rules.

### **C. MARKING-UP FOR SERVICE**

Engineers will be automatically marked-up for service upon expiration of their approved absence. This provision will apply to all absences, irrespective of whether or not the employee is to be compensated for the absence.

## **II. EXTRA BOARD WORK / REST CYCLE**

### **A. WORK / REST CYCLE**

1. The El Paso East engineer's extra board will be divided into a maximum **of fifteen (15)** ~~twelve (12)~~ separate work groups. ~~which will be identified as Work Groups "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K" and/or "L."~~ Extra engineers assigned to a work group comprising this extra board will work on a first-in first-out basis. Each work group will have specified work days and rest days. Each group's work/rest cycle will consist of seven (7) consecutive work days followed by three (3) consecutive rest days. The respective work/rest cycles for each work group will be scheduled on a staggered basis **consistent with Carrier's service needs**.

**NOTE 1:** In applying the provisions of this Article II, a "day" begins at 7:59 a.m. and ends twenty-four (24) hours later (7:58 a.m.).

**NOTE 2:** *The number of work groups comprising this extra board may be adjusted to meet Carrier's service needs. Carrier and BLE representatives will work together to make the necessary adjustments in the number of work groups and the extra board addition/reduction sequence and any associated assignment changes. In the event the Carrier and BLE representatives are unable to agree on how to make these adjustments, or if other disputes regarding such adjustments arise that are not resolved between the local Carrier and BLE representatives, the matters will be promptly forwarded to the General Chairman and Director-Labor Relations for resolution.*

2. The work/rest cycles established in Paragraph 1, above, identify the time periods when employees assigned to each of the work groups will be either on duty, available for duty, or on a scheduled rest day.
3.
  - a. Employees in each work group will be available for duty on assignments which start at or after 7:59 a.m. at the beginning of their respective work periods, subject to the provisions set forth in Paragraphs c and d, below. Employees in each work group will not begin work on assignments working out of or at the home terminal which start later than 7:58 a.m. at the end (last day) of their respective work periods.
  - b. Employees in a work group returning from their designated rest period will be placed at the bottom (last out) of the extra board in the same relative order within the work group as they stood at the end of the work group's previous scheduled work cycle, ~~except employees who extend their rest cycle pursuant to Paragraph d, below, will be placed at the bottom of the extra board upon completion of their extended rest period.~~
  - c. An employee assigned to this extra board who is on-duty at the home terminal, en route to the away-from-home terminal, at the away-from-home terminal, en route to the home terminal, or assigned to outlying assignment protected by this extra board when his/her scheduled rest period starts will be governed by the following:
    - (1). On-duty at the home terminal -- complete his/her tour of duty.
    - (2). En route to the away-from-home terminal -- complete his/her tour of duty and work (or deadhead) back to the home terminal in the normal rotation of crews out of the away-from-home terminal.
    - (3). At the away-from-home terminal -- work (or deadhead) back to the home terminal in the normal rotation of crews out of the away-from-home terminal.
    - (4). En route to the home terminal -- complete his/her tour of duty.

- (5). Working outlying assignment protected by this extra board -- deadhead to home terminal at end of last tour of duty preceding beginning of rest period. The employee will not be used after his/her rest period to protect this same outlying assignment unless he/she would otherwise stand for protecting this vacancy through the ordinary operation of the extra board.
- (6). An employee at the away-from-home terminal who is called, after commencement of his/her rest day period, to perform turnaround or other service which results in he/she being tied up again at the away-from-home terminal will be deadheaded to their home terminal after completion of his/her tour of duty.
- (7). An employee at the away-from-home terminal who, under existing Agreement rules, is given a "call and release" after his/her rest cycle has started will be deadheaded to the home terminal upon such call and release.

**NOTE:** The time the employee is released from duty will determine whether the call and release occurred during his/her rest cycle.

- d. ~~(1)~~ An employee who, in accordance with Paragraph c, above, works or protects service extending into his/her rest period ~~will may, at his/her option,~~ have that rest period extended by an amount of time measured from the beginning of his/her rest cycle until he/she ties up at the home terminal. **Said employee will be placed on the extra board in accordance with Paragraph 3.b., above, but will not be available for service until expiration of that time by which his/her rest period is extended. If the employee reaches first-out on the extra board prior to expiration of the time that his or her rest period is to be extended, he or she will be held in the first-out position until the extended rest period time has expired.** ~~If an employee elects to take advantage of this option, Said employee will not be used for service until expiration of the time by which his/her rest period is extended. The employee's subsequent work/rest cycles will not change account of extending his/her rest cycle.~~
- ~~(2).~~ ~~An employee who, in accordance with Paragraph c, above, works or protects service extending into his/her rest period may elect to not extend his/her rest period pursuant to Paragraph (1), above. If an employee elects to take advantage of this option, said employee will, at the end of his/her rest period cycle, be placed on the extra board with his/her work group but will not be used for service until having obtained forty eight (48) hours rest. If this employee reaches first-out prior to obtaining forty eight (48) hours rest, the employee will be~~

~~held in the first out position and the employee may not be used until he/she has obtained forty-eight (48) hours rest.~~

- e. In those instances where an employee is unable to work into his/her rest day period due to previously planned commitments, the following will apply:
- (1). The employee will be allowed to take one (1) day leave on the day immediately preceding commencement of his/her rest day period to accommodate such special needs.
  - (2). Employees availing themselves of this option must give notice to proper CMS personnel by no later than the end of the first day of the work cycle immediately preceding commencement of the rest cycle in which the employee cannot work.
  - (3). Employees electing to use this option must use one (1) compensated day leave (personal leave day or single day vacation) before being allowed to take an uncompensated leave. If the employee does not use the compensated leave day, he/she will not be charged for using such compensated leave day.

**NOTE:** *When the employee timely advises Carrier (by the end of the first work day of the preceding work cycle) of his/her need to be off on the first day of the next rest day cycle, the employee's leave request will be approved and will not be subject to Carrier's operating/service needs.*

- f. Upon implementation of the work/rest cycle for the El Paso East engineer's extra board, employees assigned thereto must utilize all personal leave days to which entitled before they will be permitted to take non-compensated absences (layoffs). **One (1) personal leave day will be used for each 24-hour period, or portion thereof, such employee is absent or unavailable for service.** The provisions of this Paragraph f will not apply to layoffs for union business.
- g. An employee assigned to this extra board who exercises his/her seniority rights to another position accepts the conditions of that assignment and will not retain conditions of this extra board.
- h. (1). **Weekly vacations for employees assigned to this extra board will commence on Mondays. Such vacations may, at the option of the employee, be advanced or deferred. The advancement/deferral of scheduled vacations shall be governed by the following:**
- (a). **The advancement/deferral of scheduled vacation shall**

*must be approved in advance by Carrier and shall be subject to needs of Carrier's service.*

- (b). An employee wishing to advance/defer his or her vacation must notify the proper CMS official of his or her desire to advance or defer his or her scheduled vacation not less than ten (10) days prior to the scheduled start of his or her vacation. If the employee fails to either notify the proper CMS official or notify CMS within the time frame set forth herein, the employee' vacation will commence on the scheduled start date.*
- (c). An employee may advance or defer his or scheduled vacation up to a maximum of four (4) days (in 24-hour increments).*
- (d). Any scheduled vacation that is to be advanced or deferred must be scheduled, subject to Paragraph (c), above, so that not less than two (2) of the vacation days in that week occur (fall) on the employee's rest cycle days.*
- (e). An employee taking vacation on two (2) or more consecutive weeks may advance/defer only the first week of vacation. The subsequent vacation week(s) will commence at the end of the previous vacation week and will be observed on a continuous basis and taken as a single vacation block.*

*(2). A week taken as single vacation days shall be comprised of and observed (taken) on five (5) work days.*

## **~~B. PERFORMING SERVICE ON REST DAYS~~**

~~While the purpose of this agreement is to provide engineers on the El Paso East extra board with regular work and rest periods, it is recognized that it may be appropriate to make extra work opportunities available to employees. Such work will be on a strictly voluntary basis and the following guidelines will govern the use of employees who volunteer to work during their rest period:~~

- ~~1. An employee who wishes to perform extra or emergency service during his/her next (upcoming) rest period must notify CMS of his/her desire to perform such work. Such notification must be made prior to the beginning of the employee's rest period. Employees properly notifying CMS will be placed on a "Desires Emergency/Extra Work List" ("DEW List") in seniority order and will be called therefrom on a rotary basis.~~

~~2. The following will govern the calling and use of employees placed on a DEW List:~~

- ~~a. Employees will be called from the DEW List only after the applicable extra board protecting the vacancy or service has been exhausted and prior to calling/assigning employees from other classes of service or assignments.~~
- ~~b. Employees will be called from the DEW List to fill these assignments/vacancies normally protected/filled by the El Paso East engineer's extra board.~~
- ~~c. An employee on the DEW List may decline a call to perform extra or emergency service. An employee called off the DEW List to protect such who declines a call for duty will be removed from the DEW List for the remainder of that rest cycle period.~~

~~**NOTE:** An employee on the DEW List who is unavailable for a call will not be considered as having missed the call and will not be removed from the DEW List pursuant to Paragraph c, above.~~

- ~~d. An employee will not be called from the DEW List until he/she has acquired at least forty eight (48) hours rest.~~

~~**NOTE:** Calculation of the 48 hour threshold in Paragraph (d), above, will start at the conclusion of the employee's last tour of duty.~~

## C. EXTRA BOARD REGULATION/ADMINISTRATION

- ~~1. a. Reductions to this board, when all work groups, are of equal size, will be made by reducing the junior employee on the board. When the sizes of the work groups are uneven, the junior employee in the larger sized work groups will be reduced, whether working or on rest days.~~
- ~~b. Increases to the extra board, when all work groups are of equal size, will be made by adding the increase in accordance with existing agreement rules. When the sizes of the work groups are uneven, the increase will be added to the smaller sized work group(s).~~

~~**NOTE:** The placement or reduction of employees on/from this extra board may, to ensure the proper rotation of the board, vary from that specified in this Paragraph 1 by agreement between the Local Chairman and appropriate CMS official.~~



- a. ***Increases or reductions to this extra board will be made in accordance with the sequence set forth on Exhibit "A," attached hereto.***
  
- b. ***When reductions are made to this extra board, the junior employee in the work group designated by the sequence set forth on Exhibit "A," for the reduction will be reduced.*** If observing rest days at the time of the reduction, the employee displaced from the extra board may either complete his/her rest days prior to exercising the bump or exercise the bump after obtaining a minimum of forty-eight (48) hours rest after last performing service.
  
- c.
  - (1). An employee desiring to exercise his/her displacement right (bump), seniority permitting, onto the extra board covered by this agreement must displace the junior employee assigned to this extra board, regardless of the work group to which he/she may be assigned.
  
  - (2). An employee who voluntarily relinquishes his/her position and subsequently places on this extra board must displace the junior engineer assigned to this extra board, regardless of the work group to which he/she may be assigned.
  
- NOTE:** An employee may not use the provisions of Article 30, Section 7 (Temporary Vacancies) of the Agreement to move from one work group of this extra board to another work group on this extra board.
  
- d.
  - (1). ***An engineer covered by this Agreement is, while he/she is observing his/her rest cycle days, precluded from exercising "old head," "hold down" or other seniority rights/rules during his/her work cycle which permit him/her to occupy and/or work assignments during his/her rest cycle period.***
  
  - (2). ***"Old head," "hold down" or other seniority rights/rules to hold or occupy a temporary vacancy or temporarily hold another position shall not be available to, or be exercised by, engineers assigned to this extra board.***

## **C. GUARANTEE AND PROTECTION ADMINISTRATION**

- 1. a. Labor protection benefits afforded employees assigned to this extra board will be prorated on the basis of the total number of day's the employee is scheduled to work during a month. Applicable labor protection benefits will be derived and paid based on the employee's availability for and/or work on the scheduled work cycle days. There

will be no offsets to an employee's labor protection benefits for those days he/she is on his/her scheduled rest cycle days.

- b. Applicable labor protection benefits will not be offset (reduced) for an employee who either does not elect to sign up for the DEW List or who declines a call or is otherwise unavailable while on the DEW List.

**NOTE:** The references to "*labor protection*" in Paragraph 1 above is intended to include, but is not limited to, labor protection benefits imposed by the Surface Transportation Board (such as, New York Dock, Norfolk & Western/Mendocino Coast, Oregon Short Line, etc.) or pursuant to other agreements/arrangements, including, but not limited to National Agreement provisions (such as, interdivisional service (Article IX) protection, etc.), Washington Job Protection Agreement requirements, etc.

- c. Guarantee afforded employees assigned to this extra board will be prorated on the basis of the total number of work days scheduled during the payroll period. Guarantee will accordingly be derived and paid based on the employee's **assignment to this extra board and** availability for and/or work on the scheduled work cycle days. There will be no offsets to an employee's guarantee for those days he/she is on his/her scheduled rest cycle days.

~~d. Except as set forth in this agreement, applicable offset(s) (reduction(s)) to extra board guarantee for an employee on this extra board who lays off, misses call or is not available for call or service during his/her scheduled work cycle period will be governed by and handled in accordance with existing Agreement provisions, practices and procedures governing such offsets.~~

~~e. The guarantee will not be offset (reduced) for an employee who either does not elect to sign up for the DEW List or who declines a call or is otherwise unavailable while on the DEW List.~~

- d. (1). ***An employee assigned to a guaranteed extra board who takes an uncompensated leave, absence or lay off or renders/makes himself or herself unavailable for service during a payroll period and for which no compensation is rendered will forfeit his or her guarantee for that pay period.***
- (2) ***If an employee assigned to this extra board who takes a non-compensated leave/absence or makes himself or herself unavailable for service during a payroll period***

**and said leave/absence or period unavailability occurs (commences) during one payroll period and extends into following payroll period(s), the employee's extra board guarantee will be handled as follows:**

- (a). If the non-compensated leave/absence or period of unavailability is for twenty-four (24) hours or less, the employee's extra board guarantee for the payroll period in which that leave/absence or period of unavailability commences will be forfeited.**
- (b). If the non-compensated leave/absence or period of unavailability is for more than twenty-four hours, the employee's extra board guarantee for the payroll period in which the leave/absence or period of unavailability commences and for all payroll periods during (into) which that leave/absence or period of unavailability extends (occurs) will be forfeited.**

**NOTE: The provisions of this Paragraph d will not apply to a BLE Local Chairman assigned to this extra board when he or she lays off to conduct union business. The guarantee for a Local Chairman who lays off to conduct union business will be offset (reduced) in accordance with Paragraph c of this Agreement. In determining the appropriate offset for a Local Chairman who lays off to conduct union business, it is understood the amount of such offsets will be pro rated based on the number of work cycle days in the payroll period.**

- e. An engineer displaced from this extra board who exercises his or her displacement (bump) to a position on another extra board for which a work/rest cycle agreement has been implemented within three (3) hours of his or her initial displacement notification will not have his or her guarantee offset for that period of time he or she is exercising that displacement.**

- 2. The time an employee is obtaining rest pursuant to Section A of Article I**

will not be considered as "unavailable" or "absence time" for purposes of determining labor protection benefits or guarantee and thus will not be used to offset applicable protection or guarantee payments.

3. The time an employee is obtaining rest pursuant to Section B of Article I will not be used to offset applicable guarantee/protection payments.
4. In connection with the application of the provisions of this Article II, Section C, the parties commit to promptly address those situations where the pro ration of the extra board guarantee and/or protection in the manner set forth herein causes an inequitable result.
- ~~5. An employee's earnings from performing emergency or extra service on or during his/her rest cycle period, including if called for service from the DEW List, will be included in the earnings used as an offset against the employee's extra board guarantee if he/she took a noncompensated leave/absence during the immediately preceding and/or succeeding work cycle periods. Similarly, the employee's earnings from performing emergency service on or during his/her rest cycle period, including if called for service from the DEW List, will be included in earnings used as an offset against his/her applicable labor protection benefits if he/she took a noncompensated leave/absence during the month for which the labor protection is to be paid.~~

~~**NOTE:** It is the parties' intent that the earnings of an employee who performs emergency or extra service on or during his/her rest cycle period, including if called for service from the DEW List, will be paid over and above his/her extra board guarantee or labor protection benefits, if any, provided said employee satisfies the conditions set forth in Paragraph 5 above.~~

### III. IMPLEMENTATION

- A. The terms and conditions of this agreement **will become effective** \_\_\_\_\_, **2001**. ~~be implemented by Carrier's serving of a ten (10) day advance written notice to the General Chairman~~
- B. Representatives from BLE, Labor Relations, CMS and **Timekeeping** ~~the Transportation Service Unit~~ will work together to develop and execute a straightforward and expeditious plan for implementation of this agreement

### IV. AGREEMENT ADMINISTRATION / CANCELLATION

- ~~A.~~ This agreement may be canceled by either party by the service of a thirty (30)-day advance written notice upon the other party of their intent to do so. In the event such a notice is served, the parties agree that during said 30-day period they will meet in conference and make a good faith effort to address and resolve the issues giving rise to the serving of the notice.

~~B. No party may serve a cancellation notice within the first one hundred eight (180) days following implementation of an extra board work/rest cycle agreement.~~

**V. SAVINGS CLAUSES**

- A. In the event the provisions of this agreement conflict in any manner with the provisions of existing collective bargaining agreement rules, provisions and/or practices, the terms and conditions set forth herein will prevail.
- B. 1. The terms and conditions set forth herein are intended to address a specific need and circumstance and will accordingly not be extended or applied in any manner outside the El Paso East engineer's extra board.
2. The provisions hereof are made without prejudice or precedent to either party's position(s) in this or related matters and will therefor not be cited by either party in future negotiations or arbitration.
- C. *The provisions of this Memorandum of Agreement shall supercede all provisions, understandings and practices of, or associated with, the January 20, 2000 Memorandum of Agreement governing establishment and operation of work/rest cycles for engineers assigned to the El Paso East engineers' extra board.*

SIGNED THIS \_\_\_\_\_TH DAY OF \_\_\_\_\_, 2001, IN OMAHA, NE.

FOR BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

FOR UNION PACIFIC RAILROAD  
COMPANY:

\_\_\_\_\_  
E. L. Pruitt  
General Chairman

\_\_\_\_\_  
A. C. Hallberg  
General Director - Labor Relations

\_\_\_\_\_  
W. E. Loomis  
General Director-Employee Relations PIng.

EXTRA BOARD WORK/REST CYCLE MODIFICATION AGREEMENT  
EL PASO EAST ENGINEER'S EXTRA BOARD

QUESTIONS AND ANSWERS

**I. ENHANCED EMPLOYEE REST AND DUTY CALL (MARK-UP) PROVISIONS**

- Q-1:** If an employee has been on duty less than twelve (12) hours, how much undisturbed rest will he or she get at the destination terminal?
- A-1:** Since the Hours-of-Service Act requires that an employee who was on duty less than twelve (12) hours during his/her prior tour of duty receive not less than eight (8) hours rest, the employee would receive, pursuant to Article I, Section A, eight (8) hours undisturbed rest.
- Q-2:** How much undisturbed rest would an employee receive under Article I, Section A if he or she did not reach their destination terminal within twelve (12) hours and were not relieved from duty and tied-up at their destination terminal for an additional 1 ½ hours (total trip time: 13 ½ hours)?
- A-2:** Since the Hours-of-Service Act requires that an employee who was on duty for twelve or more hours during his/her prior tour of duty receive not less than ten (10) hours of rest, the employee would receive, pursuant to Article I, Section A, ten (10) hours undisturbed rest.
- Q-3:** Is Article I, Section A applied differently at the home or away-from-home terminals?
- A-3:** No.
- Q-4:** Employee C lays off at noon on Thursday. He/she marks up for service at 11:00 p.m. on Saturday -- i.e., is absent for 59 hours. Can Employee C be used on an assignment that is called, for example, to start at 4:00 a.m. Sunday?
- A-4:** Yes. Since Employee C was not off for 72 hours or more, the provisions of Article I, Section B would not apply.
- Q-5:** Employee A is en route from B to C and has been on duty for 10'30." He/she is instructed to tie the train down at an intermediate point and deadhead to C. The van arrives approximately 30" later. The van trip to C takes 2'15." Employee A's total on-duty time is 13'15" (10'30" + 30" +2'15"). How much undisturbed rest is Employee A entitled, pursuant to Article I, Section A, to receive at C?
- A-5:** The Hours-of-Service Act specifies an employee who is performing covered service for less than 12 hours will receive 8 hours rest before again performing service. Since the time spent waiting for arrival of the van and the transport time to the away-from-home terminal is considered as "limbo time" and is thus not included in determining the amount of rest an employee is entitled to receive under the Hours-of-Service Act, this "limbo time" is likewise not included in determining how much undisturbed rest an employee is entitled

to receive under Article I, Section A. In this case, Employee A would receive 8 hours undisturbed rest at C.

**Q-6:** Employee B extends, pursuant to Article II, Section A, Paragraph d, his/her rest day period by the amount of time he/she was required to work during the rest day period. Consequently, the extended rest period (4 days) ended at 11:00 p.m. Is he/she ineligible for assignments that start prior to 7:59 a.m. the following morning?

**A-6:** Since Employee B's rest period was 72 hours in duration and he/she marked up at 11:00 p.m. the provisions of Article I, Section B, would apply and Employee B would not be eligible to work an assignment which started prior to 7:59 a.m. the following morning.

**Q-7:** Can an engineer who is observing undisturbed rest pursuant to Article I, Section A of this agreement be called prior to expiration of his/her undisturbed Hours-of-Service rest period to deadhead (for example, from the away-from-home terminal to the home terminal)?

**A-7:** No.

## **II. EXTRA BOARD WORK / REST CYCLE (CREW SCHEDULE)**

**Q-1:** What is the length of each rest cycle?

**A-1:** Each rest cycle is comprised of three (3) consecutive days or seventy-two (72) consecutive hours from the time the rest cycle commenced (assuming the employee elects to not extend his/her rest cycle by the amount of time he/she may have had to work during the rest cycle).

**Q-2:** Article II, Section A, Paragraph 3.a. says an employee will not be required to commence working on an assignment which starts prior to 7:59 a.m. on the first day of the group's work period. Can an employee be called by CMS prior to 7:59 a.m.?

**A-2:** Yes. Article II, Section A, Paragraph 3.a. simply specifies an employee may not commence working on an assignment which starts earlier than 7:59 a.m. on the first day of the work group's work period. It does not alter the manner in which duty calls are made. Employees in the group would be subject under existing agreement provisions to call at 6:30 a.m. for assignments commencing on or after 7:59 a.m. on the first day of the work period.

**Q-3:** In regulating the El Paso East engineer's extra board, is Carrier obligated to maintain the same number of engineers in each of the work groups?

**A-3:** No. While the parties recognize it may be best to keep, to the extent practicable, each of the work groups approximately the same size, the number of engineers assigned in each of the work groups will be governed by the needs of Carrier's service.

**Q-4:** Employee C is returning from 4 personal leave days. He/she is marked up at 11:00 p.m. Employee C's position on the extra board works up to the first-out position at 3:30 a.m. Since Employee C cannot be used on an assignment prior to 7:59 a.m., how much of the

time between 11:00 p.m. and 7:59 a.m. will be used to offset any guarantee or protection benefits he/she may be entitled to receive?

**A-4:** None.

**Q-5:** Will the labor protection benefits, if any, of an employee on the El Paso East engineer's extra board who is available for duty on a specified work day, but is not called/used, be reduced or offset for not working on that day?

**A-5:** No.

**Q-6:** Will the labor protection benefits, if any, of an employee on the extra board be reduced due his/her observing the scheduled rest days provided pursuant to this Agreement?

**A-6:** No.

**Q-7:** Employee A is assigned to a work group with a scheduled work/rest cycle of 7 work days followed by 3 rest days. Employee A is required to work or be available for work for a period of 48 hours after his/her rest cycle has commenced. Pursuant to Article II, Section A, Paragraph 3(d), Employee A extends his/her rest period by 48 hours. After this rest period extension, how long will Employee A's subsequent work period be?

**A-7:** Article II, Section A, Paragraph 3 specifies that following an employee's extension of a rest period, he/she will be placed back into his/her regular work group and that the rest cycle extension will not change the subsequent work/rest cycle(s). Therefore, since Employee A extended his rest period by the 48 hours he/she was required to work into his/her preceding rest period, the following work period for Employee A, assuming he/she remains in that work group, will be five days (seven scheduled work days less the 48-hour rest period extension).

~~**Q-8:** Are the earnings of employees who are called while observing their scheduled rest cycle days and perform emergency/extra service on their scheduled rest cycle day included in the calculation of compensation used to offset extra board guarantee or labor protection benefits?~~

~~**A-8:** No, subject to the provisions of Article II, Section D, Paragraph 5.~~

~~**Q-9:** Does the answer to Q-8, above, apply to employees who work on or a portion of, or who are available for work on or a portion of, their scheduled rest cycle days in accordance with the provisions of Article II, Section A, Paragraph 3.c?~~

~~**A-9:** No.~~

**Q-10:** Is an employee who is observing his/her scheduled rest cycle days obligated to accept a call for emergency or extra service on his/her scheduled rest cycle day?

**A-10:** No.



**Q-11:** Will an employee be subjected to discipline and/or harassment for declining to perform emergency or extra service while observing his/her rest cycle days?

**A-11:** No.

**Q-12:** May an employee be used for extra or emergency service while observing his/her rest cycle days if he/she has not acquired forty eight (48) hours rest since last performing service?

**A-12:** No.

~~**Q-13:** Are the earnings made by an employee assigned to and called from the DEW List be included in the calculation of total earnings used to offset extra board guarantee and/or labor protection payments?~~

~~**A-13:** No, subject to the provisions of Article II, Section D, Paragraph 5.~~

~~**Q-14:** May an employee, who is called from the DEW List to work on his/her rest cycle day, use the time he/she spends at work on said rest day(s) to extend his/her rest day period (pursuant to Article II, Section 1, Paragraph d)?~~

~~**A-14:** No.~~

**Q-15:** Employee H lays off sick at 6:00 a.m. on Tuesday. His/her rest cycle is scheduled to commence the next day (Wednesday). In determining applicable offsets to Employee H's guarantee and, if appropriate, labor protection benefits, will the time comprising Employee H's rest cycle days be included in determining said offset?

**A-15:** No.

**Q-16:** Must an employee mark off at the end of his/her work cycle in order to observe his/her scheduled rest cycle days?

**A-16:** No. Employees will be automatically placed in a not rested status at the end of his/her work cycle. At the end of his/her scheduled rest cycle, the employee will, in accordance with the terms and conditions of this agreement, be placed back in an active or rested status.

**Q-17:** If an employee elects to avail himself/herself of the option provided in Article II, Section A, Paragraph 3.e. and accordingly uses one of his/her compensated leave days (i.e., a personal leave day or a single day vacation), will the approval of the leave for the first day immediately preceding commencement of the employee's rest day period be subject to the needs of Carrier's operations/service?

**A-17:** Since the employee complied with the provisions of Article II, Section A, Paragraph 3.e. and timely advised Carrier (at the beginning of the preceding work cycle) of his/her need to be off on the first day of the next rest day cycle, the employee's leave request will be approved and will not be subject to Carrier's operating /service needs.

**Q-18:** How will Article II, Section A, Paragraph 3.c.(5). be applied in situations where an outlying assignment starts but does not end before the rest period cycle of the extra employee assigned thereon commences?

**A-18:** It is the intent of Article II, Section A, Paragraph 3.c.(5). that the extra employee would be deadheaded to the home terminal at the end of the last tour of duty preceding beginning of his/her rest period. In the situation described in this question, the employee would be deadheaded to the home terminal so as to avoid, to the extent possible, his/her work on that outlying assignment from infringing on his/her rest period.

**Side Letter No. 1**

Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603

Dear Mr. Pruitt:

This refers to our discussions in connection with the Work/Rest Cycle Agreement for the El Paso East engineer's extra board.

The parties are concerned there may be some confusion by employees as to when their vacation (including single day vacations) will start/end. To avoid confusion on this matter, and to ensure employees are afforded the vacation benefits to which they are entitled, the parties agree existing agreement provisions governing vacations, including single day vacations, to reflect that scheduled vacations and single day vacation(s) taken by an employee assigned to the El Paso East engineer's extra board will commence at 7:59 a.m. on the day scheduled or requested/approved. Employees returning from vacations, including single day vacations, will be placed on the extra board ahead of a work group, if any, returning from its rest period cycle.

If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

W. E. Loomis  
General Director-Employee Relations Planning

**AGREED:**

\_\_\_\_\_  
**E. L. Pruitt**  
**General Chairman, BLE**

~~Side Letter No. 2~~

~~Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603~~

~~Dear Mr. Pruitt:~~

~~This refers to our discussions in connection with the Work/Rest Cycle Agreement for the El Paso East engineer's extra board.~~

~~During the parties' discussions regarding development of the referenced work/rest cycles, your organization voiced a concern that employees may not know how to sign up for the Desires Extra/Emergency Work ("DEW") List provided in Article II, Section B of this agreement. To help address this concern, we agreed the following guidelines will govern an employee's election to make himself/herself available for extra/emergency service on his/her rest cycle days:~~

- ~~1. The employee must advise the designated CMS representative by no later than the end of the employee's last work cycle day preceding the rest cycle period he/she wishes to be on the DEW List.~~

~~**NOTE:** CMS will advise the involved employees and the Local Chairman of the procedure(s) for placing one's name on the DEW List.~~

- ~~2. An employee may not make a permanent or standing application/request for placement on the DEW List. The employee must make this election during the work cycle immediately preceding the upcoming rest day cycle.~~
- ~~3. An employee who has placed himself/herself on the DEW List will be automatically removed therefrom upon completion of that employee's rest day cycle.~~
- ~~4. Only employees assigned to the El Paso East engineer's extra board may elect to place himself/herself on this DEW List.~~

~~If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.~~

~~Sincerely,~~

~~W. E. Loomis~~ ~~A. Terry Olin~~  
~~General Director Labor Relations~~ ~~Gen. Director Employee Relations~~  
~~Planning~~

~~AGREED:~~

~~\_\_\_\_\_~~  
~~E. L. Pruitt~~  
~~General Chairman, BLE~~

~~Side Letter No. 3~~

~~Mr. E. L. Pruitt  
General Chairman, BLE  
44930 Heritage Oak Place, Suite 4  
Auburn, CA 95603~~

Dear Mr. Pruitt:

~~This refers to our discussions in connection with the Work/Rest Cycle Agreement for the El Paso East engineer's extra board.~~

~~Article II, Section D, Paragraph 1.c. provides that the guarantee afforded employees assigned to this extra board will be prorated on the basis of the total number of work days scheduled during the payroll period. Since the number of work days during a payroll period will, under an 7-day work/3-day rest cycle, vary, depending on month and the work group he/she is assigned, the parties agree it will be advantageous to simplify the process for determining necessary guarantee offsets. Therefore, to simplify the process for determining guarantee offsets on this extra board and so employees will know/understand how such offsets are to be made, the parties agree to use, depending on how many offsets are to be made to the employee's guarantee during the payroll half, either nine (9) or ten (10) days as the "... the total number of work days scheduled during the payroll period ...". The first applicable minimum offsets to an employee's guarantee on this extra board will be on the basis of 1/9th of the prevailing guarantee. The second and subsequent applicable minimum offsets to an employee's guarantee on this extra board will be on the basis of 1/10th of the prevailing guarantee. Except as set forth herein and in the above referenced agreement, the offsets will continue to be governed by existing agreement provisions regarding adjustments/offsets to extra board guarantees.~~

~~This understanding specifies only the prorated amount to be used for determining the appropriate offset(s) (reductions) to an employee's guarantee. The provisions hereof do not otherwise modify existing agreement provisions or other practices regarding administration of the extra board guarantee or, in particular, reduction(s) to an employee's guarantee.~~

~~If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.~~

Sincerely,

~~W. E. Loomis \_\_\_\_\_ A. Terry Olin \_\_\_\_\_  
General Director - Labor Relations \_\_\_\_\_ Gen. Director - Employee Relations \_\_\_\_\_  
\_\_\_\_\_ Planning \_\_\_\_\_~~

**AGREED:**

~~\_\_\_\_\_  
E. L. Pruitt  
General Chairman, BLE \_\_\_\_\_~~

**Side Letter No. 4**

Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603

Dear Mr. Pruitt:

This refers to our discussions in connection with the Work/Rest Cycle Agreement for the El Paso East engineer's extra board.

Your organization raised a question regarding the impact of the extra board work/rest cycles on an employee's qualification for health and welfare and vacation benefits. Specifically, your Organization's concern focused on the manner in which rest cycle days were going to be applied towards an employee's health care and vacation benefits qualifications.

Side Letter No. 7 of the 1996 BLE National Agreement provides that it is not the intent of the National Agreement eligibility requirement to affect employees who have made themselves available for work and would have satisfied the seven-day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven-day rule, or because monthly mileage limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule. In conjunction therewith, it is understood that if, in applying the above-referenced provision, an employee who has made himself/herself available for work and is unable through no fault of his/her own to satisfy the seven-day rule and due to the rest cycle days assigned to his/her extra board work group, the employee shall be considered covered by the commitment set forth in Side Letter No. 7 of the 1996 BLE National Agreement.

Article V, Section 2, Paragraph (b) of the 1996 BLE National Agreement provides, in relevant part, that, "*Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation. . . .*" For this work/rest cycle (crew scheduling) agreement, the rest period days observed by an employee while assigned to this extra board will, subject to the 90-day maximum set forth in Article V, Section 2, Paragraph (b) and to other applicable vacation qualification criteria, be included in the determination of qualification for vacation. An employee who takes an uncompensated absence/leave on a work cycle day will not be credited for days in the following rest cycle period on a one (1)-for-one (1) basis. The offset will be one (1) day for each twenty-four (24) hour period, or portion thereof, regardless of whether the involved twenty-four (24)-hour period spans across two different calendar days.

The provisions of the above paragraph regarding the one (1)- to one (1) offset will not apply to elected BLE officers or committee persons when the absence is due to union business.

In the interim, and to avoid delay in progressing with implementation of these work/rest

**DRAFT #2**  
**MAY 10, 2001**

cycle agreements, the parties agree to address on a case-by-case basis those situations where an employee may not have qualified for vacation due to exclusion of extra board rest cycle days in determining his/her vacation qualification. This letter will also confirm Carrier's commitment to address these cases on an expedient and equitable basis. This commitment includes a review of the employee's work record to ensure that the rest cycle days afforded herein do not serve as the basis for depriving the employee of vacation benefits.

If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

W. E. Loomis  
General Director-Employee Relations  
Planning

**AGREED:**

---

**E. L. Pruitt**  
**General Chairman, BLE**



**Side Letter No. 5**

Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603

Dear Mr. Pruitt:

This refers to our discussions in connection with the Work/Rest Cycle Agreement for the El Paso East extra board.

This letter will confirm the parties' understanding regarding the handling of the mark-up incentive payment provided in Item 3 of Attachment A of the December 1, 1997 SP West Modification Agreement. Coincident with the implementation of the work/rest cycle for the El Paso East extra board, and while the provisions of this work/rest cycle agreement are in effect, the mark-up incentive payment provided in Item 3 will be added to the existing guarantee for the El Paso East extra board. This incentive payment, as of January 1, 2000, is \$185.26 (the average of the 15- and 16-day pro rated payments). When this incentive is added to the existing extra board guarantee, the resultant guarantee for the El Paso East extra board, as of January 1, 2000, will be \$3,053.92. This resultant amount will also be used in determining, in accordance with applicable provisions of this agreement, the amount of offsets, if any, to be applied against an employee's extra board guarantee. Applicable general wage and cost-of-living adjustments will be applied separately to the incentive payment and the existing extra board guarantee. The provisions of this letter of understanding will be in effect as long as this work/rest cycle agreement is in effect. In the event this work/rest cycle agreement is canceled, this understanding will be automatically terminated and the provisions of Item 3 of Attachment A of the December 1, 1997 SP West Modification Agreement will likewise be automatically reinstated. In conjunction with the above change, it is understood the provisions of Attachment A, Item 3 of the December 1, 1997 SP West Modification Agreement are not of any force or effect.

If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

W. E. Loomis  
General Director - Employee Relations Plng.

**AGREED:**

---

**E. L. Pruitt**  
**General Chairman, BLE**

~~Side Letter No. 6~~

~~Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603~~

~~Dear Mr. Pruitt:~~

~~This refers to our discussions in connection with the Work/Rest Cycle Agreement for the El Paso East extra board.~~

~~The parties recognize that in order to achieve the objectives intended by this arrangement, the involved work/rest cycles must operate in the manner envisioned by the authors of this agreement. Accordingly, and in order to ensure such operations are accomplished, the following provisions will also apply to the work/rest cycle established for the "East" extra board at El Paso:~~

- ~~1. a. If a 7-day work/3-day rest cycle is adopted for the El Paso East extra board, an engineer assigned thereto will be permitted to advance or defer his or her vacation from the scheduled (assigned) start date (Monday) to the first day of the preceding or succeeding work cycle period, whichever is closest. If the first day of the preceding and succeeding work cycles are equidistant from the scheduled (assigned) vacation start date, the vacation must be moved to the first day of the work cycle preceding his or her scheduled vacation start date — i.e., the vacation must fall back to the earlier work cycle start date.~~
- ~~b. If an 11-day work/4-day rest cycle is adopted for the El Paso East extra board, an engineer assigned thereto will be permitted to advance or defer his or her vacation up to a maximum of three (3) calendar days from the employee's scheduled (assigned) start date (Monday). The exercise of this option will be subject to the needs of Carrier's service.~~

~~These provisions will remain in effect as long as the above referenced Work/Rest Cycle Agreement remains in effect. In the event said agreement is canceled, the provisions hereof will, coincident with the termination of the Work/Rest Cycle Agreement, automatically terminate and be of no force or effect.~~

~~If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.~~

~~Sincerely,~~

~~W. E. Loomis~~ ~~A. Terry Olin~~  
~~General Director - Labor Relations~~ ~~Gen. Director - Employee Relations~~  
~~Planning~~

**AGREED:**

~~E. L. Pruitt~~  
~~General Chairman, BLE~~

**Side Letter No. 7**

Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603

Dear Mr. Pruitt:

This refers to our discussions regarding the Work/Rest Cycle Agreement for the El Paso East extra board.

In conjunction with these discussions, the parties explored other areas in which to help ensure engineers were provided opportunities for acquiring sufficient rest and to improve their quality of life. One such area was changing the manner in which engineers are allowed to split their annual vacation benefits. The parties agreed such a modification might provide another opportunity to help improve engineers' quality of life and ensure they obtain adequate rest. Therefore, the parties agree the following will apply to the scheduling and taking of vacation benefits for engineers assigned in Zone 2 of the Southwest Hub:

1. Coincident with the signing of the above-reference work/rest cycle agreement, engineers may, depending on their annual vacation entitlement, schedule their vacation benefits in increments (splits) of up to a maximum of 5 weeks.
2. Vacations taken by engineers assigned in Zone 2 of the Southwest Hub, including single day vacations, will commence at 7:59 a.m. on the day said vacation is scheduled to start or, in the case of single day vacations, is requested and approved.
3. Engineers will be automatically marked up for service upon the expiration of any vacation -- single day(s) or scheduled vacation.
4. The provisions set forth herein are not intended to modify or abrogate in any manner existing agreement provisions or practices governing vacation qualification(s) and/or entitlement(s), vacation compensation, the use and/or scheduling of single day vacations or any other provision not related to the scheduling of vacations.
5. If the cancellation provision set forth in Article IV of the above-referenced work/rest cycle agreement is exercised by either party, the provisions of this Side Letter No. 7 will remain in effect.

If the foregoing properly reflects the parties understandings on this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

W. E. Loomis  
General Director-Employee Relations  
Planning

**AGREED:**

---

**E. L. Pruitt  
General Chairman, BLE**

**Side Letter No. 8**

Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603

Dear Mr. Pruitt:

This refers to our discussions regarding the Work/Rest Cycle Agreement for the El Paso East extra board.

The parties discussed a number of other areas that are either affected by or will effect the implementation of the Work/Rest Cycle Agreement in El Paso. Pursuant to those discussions, this letter will confirm the parties' understandings regarding those matters:

1. A concern was raised that Carrier would not cooperate with BLE Local Chairmen in the scheduling and/or postponing of discipline investigations, meetings, etc., thus requiring the Local Chairman to lay off on work cycle days even more than he/she might have otherwise had to and thereby placing a financial strain on the Local Chairman and/or local BLE committee. Carrier confirmed this was not an intended consequence of this agreement. Moreover, Carrier confirmed it would make every reasonable effort to work with local BLE officials in the scheduling of meetings and/or investigations to minimize such occurrences. In discussing this concern, the parties recognize that, given the number of different entities involved, for example, in a discipline investigation or larger meeting, scheduling an event/activity on a work cycle day may be unavoidable. This understanding cannot thus be construed as a commitment to schedule every investigation, meeting or activity on the rest day(s) of the involved local BLE official.
2. Your organization also raised a concern that an engineer added to the extra board on the first work cycle day of a specific work group and reduced therefrom by Carrier on the last (seventh) day of the work cycle would not be afforded the rest or time off opportunities contemplated by this agreement. This letter will confirm that if an engineer is added to the extra board on the first day of the work cycle for his/her work group and he/she is subsequently reduced by Carrier from that work group on the last day of his/her work cycle -- i.e., he/she worked or was available on the extra board for 7 days -- the engineer will be allowed to take the three (3) rest days provided herein before exercising his/her displacement (with no offset to his/her guarantee or labor protection). This understanding is applicable only in those situations where Carrier is reducing an engineer from the extra board and does not apply in those instances where said engineer exercises his/her seniority rights (bids) to another position or he/she is displaced by another engineer exercising his/her seniority rights, regardless of whether the engineer may have

worked seven or more days.

3. A significant amount of discussion focused on the issue of and cause(s) for dropping turns in through freight pools. While the parties were unable to resolve this issue to their mutual satisfaction, the parties agree that as a consequence of implementing this Work/Rest Cycle Agreement, there should not be an increase in the dropping of pool turns. Accordingly, the parties agreed that if there is a significant increase in the dropping of turns, the parties will promptly meet to discuss the factors giving rise to the increase and will jointly make a good faith effort to address and/or resolve the problem areas.

If the foregoing properly reflects the parties' understandings on this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

W. E. Loomis  
General Director-Employee Relations  
Planning

**AGREED:**

---

**E. L. Pruitt**  
**General Chairman, BLE**

**Side Letter No. 9**

Mr. E. L. Pruitt  
General Chairman, BLE  
11930 Heritage Oak Place, Suite 1  
Auburn, CA 95603

Dear Mr. Pruitt:

This refers to our discussions regarding the Work/Rest Cycle Agreement for the El Paso East extra board.

During our discussions, your organization repeatedly raised a concern regarding engineers, particularly those not possessing much seniority, who might encounter a personal hardship or "special circumstance" after they have exhausted their vacation and personal leave day benefits and that requiring such employees to forfeit their extra board guarantee in a payroll period if they have to lay off for the hardship is arguably unfair. This matter was discussed at great length by the parties. An equitable and feasible resolution was not achieved, in large part due to Carrier's guarantee exposure (cost) associated with "stand-alone" work/rest cycle extra boards and the amount of time afforded by this agreement to engineers assigned to the extra board. Nonetheless, Carrier does recognize your organization's concern and has committed to try to address this matter in connection with our forthcoming discussions regarding work/rest cycle (crew scheduling) arrangements for employees assigned to pools and protected by this extra board. Carrier acknowledged there may be some limited latitude in this area if pool(s) crew scheduling agreements are implemented and coordinated with this extra board.

If the foregoing properly reflects the parties' understandings on this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

W. E. Loomis  
General Director-Employee Relations  
Planning

**AGREED:**

---

**E. L. Pruitt**  
**General Chairman, BLE**