

**A G R E E M E N T**

**between**

**UNION PACIFIC RAILROAD COMPANY  
(Former Missouri Pacific)**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

-----  
**GUARANTEED EXTRA BOARDS**  
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**IT IS AGREED:**

A guaranteed engineer's extra board may be established at locations as agreed to by separate individual implementing agreements, and will be governed by the following:

**OPERATION**

1. The number of employees assigned to such extra boards shall be regulated by the Carrier; however, the number assigned shall not be reduced below the number called for under the minimum regulating factor set forth in existing applicable schedule agreement rules (see Attachment "B" for example of board regulation calculations). If, in the Carrier's judgment, there is insufficient work to maintain an extra board, such extra board shall be discontinued. Sufficient employees shall be maintained to permit reasonable layoff privileges for regular employees.

Engineers assigned to the guaranteed extra board shall remain thereon for a minimum of seven (7) days unless they are the successful bidder on another permanent assignment.

2. Guaranteed extra board positions will not be advertised; rather, standing bids shall be accepted from engineers who desire to be placed on a guaranteed extra board when it is to be increased. Assignments shall be made on the basis of seniority.

Increases of a guaranteed extra board can occur at any time, but reductions can only be made on adjustment day. Boards will be adjusted between 8:00 AM and 12:01 PM on Tuesday of each week.

3. Engineers on the extra board shall work on a rotary first-in, first-out basis. Engineers shall be placed on the bottom of the extra board based upon terminal arrival time, or actual tie-

up on yard assignments. If more than one tie-up occurs at the same time, previous board standing shall govern.

4. Deadheading which occurs as a result of force-assignment to the extra board of an employee holding an assignment at an outlying point will be paid for.

#### GUARANTEE

1. Engineers assigned to an extra board under this Agreement shall be guaranteed as a combination road/yard extra board the money amount of \$2,199.97 per pay period. These rates are 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 (except pursuant to Item 4. next under) or otherwise becomes unavailable for service. See Attachment "A" for guarantee computations.

2. Engineers assigned to the guaranteed extra board for less than a full pay period shall have their guarantee prorated based upon the number of days in the payroll period. Payment of the guarantee shall be made currently with payment of earnings for the period.

3. Engineers added to the guaranteed extra board will be entitled to guarantee payment for the calendar day, provided they meet the availability requirements of this Agreement. All earnings for the calendar day shall not be used as an offset against the guarantee. Guarantee shall not be paid to an engineer for the calendar day on which reduced from the guaranteed extra board.

4. 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) lay-off 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 layoff the engineer must be other than first out.
- (b) The layoff must be taken at any time commencing 12:01 AM Monday and concluded by 11:59 PM Thursday.
- (c) The layoff cannot exceed 24 hours.
- (d) This provision does not affect or modify any provision contained in the paid holiday agreement.

5. 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) "free" layoff to which entitled under Item 4 above 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.

6. All earnings received by an engineer assigned to the guaranteed extra board shall be used in computing the employee's guarantee, except for payments made for transportation allowance, meal allowance, penalty time claims, and for instructing a fireman in training.

- (a) When First Out: A Guaranteed Extra Board employee who is first out and lays off on call, misses call, or is not available for call, shall have their guarantee reduced by the amount they would have earned had they accepted the call, with a minimum reduction of one (1) prorated guaranteed day.
- (b) When Other Than First Out: An employee who misses a call or lays off when other than first out shall have their guarantee reduced by one prorated day for each 24-hour period or portion thereof.
- (c) An employee will not have their guarantee reduced or negated for the pay period when requested by the Carrier to attend safety, CMS, or other Company sponsored functions while on the guaranteed extra board.
- (d) An employee assigned to the Guaranteed Extra Board who is unavailable for more than two (2) occurrences during a pay period shall forfeit their guarantee for that pay period. An occurrence will not be counted for jury duty, bereavement leave, personal leave day, required attendance at formal investigation (if not found to be in violation of any rules), or layoff by a BLE Local Chairman for necessary union business.
- (e) The minimum lay off period for an employee assigned to a Guaranteed Extra Board shall be twelve (12) hours.

#### BOARD POSITIONING

1. Laying Off or Missing Call When First Out: An extra engineer laying off (on call or elsewhere), missing call, or otherwise unavailable for call when first out shall not be permitted to mark up until tie-up of the person accepting the call, and in no event prior to the expiration of twelve (12) hours. When such employee marks up to resume service, they shall be placed first out on the extra board.

2. Laying Off or Missing Call When Other Than First Out: An extra engineer laying off, missing call, or otherwise

unavailable for call when other than first out shall not be permitted to mark up for twelve (12) hours. When such employee marks up to resume service, they shall be placed at the foot of the board.

3. Laying Off or Missing Call at Away-From-Home Terminal: An extra engineer laying off or missing call at the away-from-home terminal shall not be permitted to mark up until tie-up of the person used to protect the assignment, and in no event prior to the expiration of twelve (12) hours. When such employee marks up to resume service, they shall be placed at the foot of the board.

4. Outlying Vacancy: An extra engineer who misses a call, lays off on call, takes a personal leave day, or is otherwise unavailable for call for an outlying vacancy shall, upon reporting for service, be required to relieve the engineer used to protect the vacancy if it is still being filled from the extra board, and must mark up prior to the outlying job tying up. If the vacancy has ceased to exist, the engineer, upon marking up, shall be placed first out on the extra board, provided at least twelve (12) hours have elapsed since time of layoff or missed call.

5. Laying Off or Missing Call When Protecting an Outlying Point Vacancy: An extra engineer laying off or missing call while protecting a vacancy at an outlying point shall, upon reporting for service, be required to relieve the engineer used to protect the vacancy if it is still being protected from the extra board, and must mark up prior to the outlying job tying up. If the vacancy has ceased to exist, the engineer, upon marking up, shall be placed at the foot of the board, provided at least twelve (12) hours have elapsed since time of layoff or missed call.

6. Short Turnaround: An extra engineer call to make a short turnaround trip (dogcatching, etc.) out of the home terminal shall, upon tie-up, be placed at the foot of the board.

7. First Out Rotation at Midnight: In order to prevent an engineer from holding the first out position for long periods of time, at 12:01 AM each date, the first out engineer on the board will be placed to the bottom of the board.

#### GENERAL PROVISIONS

1. With the exception of the August 11, 1988 Memphis/Little Rock Seniority Consolidation Agreement, any pre-existing agreements governing guaranteed engineers extra boards on the MP Upper Lines are hereby rendered null and void.

2. The parties hereto, having in mind conditions which exist or which may arise as a result of the application of this Agreement, agree that the duly authorized representative (General Chairman) of the employees party to this Agreement and the Director of Labor Relations may enter into additional written understandings to implement the purpose and intent of this Agreement.

TERMINATION

This Agreement shall terminate automatically thirty (30) days subsequent to receipt by either party (Carrier or Organization representatives collectively) of formal written notice from the other party advising of intent to cancel the Agreement.

Signed this 28th day of March, 1989 at North Little Rock, Arkansas.

FOR THE ORGANIZATION:

/s/ R. W. WINDHAM  
General Chairman, BLE

/s/ M. L. ROYAL, JR.  
General Chairman, BLE

/s/ C. E. HUSTON  
General Chairman, BLE

/s/ M. D. MURR  
General Chairman, BLE

/s/ J. B. WHITE  
General Chairman, BLE

FOR THE CARRIER:

/s/ M. A. HARTMAN  
Director Labor Relations

/s/ T. L. WILSON, SR.  
Director Labor Relations

ATTACHMENT "A"

EXAMPLE OF GUARANTEE COMPUTATION

The guarantee is \$2,199.97 per pay period; therefore, guarantee computations for July (a 31-day month) would be as follows:

1st Half July (15 days):

\$2,199.97 divided by 15 = \$146.66 per day

2nd Half July (16 days):

\$2,199.97 divided by 16 = \$137.50 per day

All earnings offset from guarantee are subtracted as dollar amounts.

ATTACHMENT "B"

EXAMPLE OF EXTRA BOARD REGULATION

Regulation Date: Tuesday, April 4, 1989

Miles made by extra board during the  
previous 7-day period: 4,953

Divide by 7: 4,953 divided by 7 = 707.6

Multiply by number of days in month: 707.6 x 31 = 21934.7

Divide by minimum factor (2600): 21934.7 divided by 2600 = 8.44

Minimum number required on board: 8

NOTE: Fractions of .50 or larger are rounded upward  
Fractions of .49 or lower are dropped

March 7, 1989

File: 560.30-1

Mr. M. L. Royal, Jr.  
General Chairman, BLE  
413 West Texas  
Sherman, TX 75090

Mr. C. E. Huston  
General Chairman, BLE  
P. O. Box 741  
Portland, TX 78274

Gentlemen:

This refers to the standard guaranteed extra board agreement entered into this date.

It was agreed that in the event this agreement is implemented at some location on your territories and at a later date cancelled, effective upon cancellation ay pre-existing guaranteed extra board agreement applicable to that location which had been preserved under Attachment VIII and Letter Agreement No. 10 to the December 9, 1988 MKT Merger Agreement, shall again become applicable at that location.

If the foregoing correctly describes our understanding and agreement, please so indicate by signing in the space provided below.

Yours truly,

/s/ T. L. WILSON, SR.  
Director Labor Relations

AGREED:

/s/ M. L. ROYAL, JR.  
General Chairman, BLE

/s/ C. E. HUSTON  
General Chairman, BLE

March 7, 1989

File: 560.30-1

Mr. R. W. Windham  
General Chairman, BLE  
4122 Crescent Drive  
St. Louis, MO 63129

Mr. C. E. Huston  
General Chairman, BLE  
P. O. Box 741  
Portland, TX 78374

Mr. M. L. Royal, Jr.  
General Chairman, BLE  
413 West Texas  
Sherman, TX 75090

Mr. J. B. White  
General Chairman, BLE  
P. O. Box 541  
Denison, TX 75020

Mr. M. D. Murr  
General Chairman, BLE  
1320 Jennings  
Muskogee, OK 74403

Gentlemen:

This refers to the standard guaranteed extra board agreement entered into this date.

Under the GUARANTEE section of the Agreement, Item 1, the use of the phrase "or otherwise becomes unavailable for service" was intended to refer to those other instances which might be considered other than a "lay-of," e.g., missed call, no-show for assignment after accepting call, etc.

Under Item 6.(d) of this same section of the Agreement, it was understood that if an employee laid off and remained off for

seventy-two (72) consecutive hours, that layoff would be counted as one (1) "occurrence" under this section of the Agreement.

If the foregoing correctly describes our understanding and agreement, please so indicate by signing in the space provided below.

AGREED:

Yours truly,

/s/ R. W. WINDHAM  
General Chairman, BLE

/s/ M. A. HARTMAN  
Director Labor Relations

/s/ M. L. ROYAL, JR.  
General Chairman, BLE

/s/ T. L. WILSON, SR.  
Director Labor Relations

/s/ C. E. HUSTON  
General Chairman, BLE

/s/ J. B. WHITE  
General Chairman, BLE

/s/ M. D. MURR  
General Chairman, BLE

January 29, 1990

File: 560.30-1

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

During the CMS policy manual review meeting at St. Louis, Missouri on January 26, 1990, we agreed to change the first-out rotation of the Guaranteed Extra Board in Paragraph 7 (board positioning), from 12:01 AM (midnight) to 12:01 PM (noon).

This change is applicable only to those Guaranteed Extra Boards on the former Missouri Pacific Upper Lines and will be effective February 16, 1990.

It was further understood that no time claims would be filed or progressed as a result of making this change.

If this meets with your understanding, please sign in the space provided below for your signature and return a signed copy to my office for file. Upon receipt of signed copy, the change as indicated will be implemented.



Yours truly,

/s/ M. A. HARTMAN  
M. A. HARTMAN  
Director Labor Relations

JFM/012990/b

AGREED:

/s/ MARK D. WALDEMER

**A G R E E M E N T**

between

**UNION PACIFIC RAILROAD COMPANY  
(Former Missouri Pacific)**

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

-----  
**SUPPLEMENTAL EXTRA BOARDS**  
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IT IS AGREED:

A supplemental engineer's extra board may be established at locations as agreed to by separate individual implementing agreements, and will be governed by the following:

1. Employees on the supplemental extra board will be called for service only when the regular extra board is exhausted. The regular extra board at each point where a supplemental extra board is maintained will continue to be regulated in accordance with existing schedule rules and agreements.
2. Employees on the supplemental extra board will be worked first-in, first-out, and if a call is missed will be penalized by deduction of a one-day's pro rata share of the monthly guarantee. An employee missing a call will remain first-out for subsequent service but will only be penalized once for missed calls in any given day.
3. Positions on the supplemental extra board will be treated as regular assignments for purposes of bidding, displacement, etc. The number of positions on the supplemental extra board will be regulated by the Company.

4. The guarantee on a supplemental extra board shall be the money amount of 3,677.40 per month. This guarantee is subject to future general wage adjustments, including COLA. The guarantee will be pro rated on the basis of the number of days in the month (see Attachment "A") and allocated to each pay period, and paid each pay period on a current basis, with the usual payroll deductions being applicable and time on the board counting for vacation qualification purposes. In the event an employee is on the supplemental extra board for less than a full month, a prorated portion of the guarantee will apply.

5. On April 1 and October 1 of each year, employees on the supplemental extra board will be permitted a free exercise of seniority.

6. Reductions from the supplemental extra board will be made in reverse order of seniority.

7. In order to prevent an engineer from holding the first out position for long periods of time, at 12:01 AM each date, the first out engineer on the board will be placed to the bottom of the board.

8. At any location where a supplemental extra board is established by individual implementing agreement, it will remain in effect for a six month trial period, during which it may be cancelled at any time by either party serving a ten (10) day written notice of cancellation upon the other party. After the board has been in operation for six (6) months, it will thereafter be subject to change and modification in accordance with the procedures of the Railway Labor Act.

Signed this 28th day of March, 1989 at North Little Rock, Arkansas.

FOR THE EMPLOYEES:

/s/ R. W. WINDHAM  
General Chairman, BLE

/s/ M. L. ROYAL, JR.  
General Chairman, BLE

/s/ C. E. HUSTON  
General Chairman, BLE

/s/ M. D. MURR  
General Chairman, BLE

/s/ J. B. WHITE  
General Chairman, BLE

FOR THE CARRIER:

/s/ M. A. HARTMAN  
Director Labor Relations

/s/ T. L. WILSON, SR.  
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



June 6, 1996

U 560.30 - 1

Mr. D. E. Penning  
General Chairman  
Brotherhood of Locomotive Engineers  
12531 Missouri Bottom Road  
Hazelwood, MO 63042

Dear Mr. Penning:

This refers to our recent discussions regarding "local" national negotiations and, in particular, those discussions centering on the proposed agreement modifying various provisions of the MP Upper Lines Guaranteed Extra Board Agreement, dated March 28, 1989.

During the negotiations leading to the above-referenced proposal, both parties indicated a desire and intent for a uniform or standard extra board arrangement across the territory under your Organization's jurisdiction (MP Upper Lines and Chicago and Eastern Illinois Railroad). In connection therewith, this letter shall serve to confirm the Carrier's indication and understanding the provisions of the Guaranteed Extra Board Agreement dated March 28, 1989, as amended, will, if the "local" and national agreement packages are successfully ratified, be placed into effect for road extra boards on the C&EI. In the event the March 28, 1989 Guaranteed Extra Board Agreement is to be implemented on the C&EI, it is understood all modifications negotiated subsequent to the March 28, 1989 agreement, including the proposal that is part of the "local" and national agreement package, will likewise be implemented on the C&EI. Finally, if the "local" and national agreement package is ratified, the parties will expeditiously meet to discuss and arrange for the orderly implementation of the revised extra board arrangements.

If the foregoing properly reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

A handwritten signature in dark ink, appearing to read "A. Terry Olin".

A. Terry Olin  
General Director - Labor Relations

AGREED:

A handwritten signature in dark ink, appearing to read "D. E. Penning".  
D. E. Penning  
General Chairman, BLE

EXHIBIT \_\_\_\_\_  
PAGE \_\_\_\_\_ OF \_\_\_\_\_

**AGREEMENT**

between

**UNION PACIFIC RAILROAD COMPANY**

for the territory

**MISSOURI PACIFIC UPPER LINES**

and

**CHICAGO & EASTERN ILLINOIS RAILROAD**

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

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**MODIFICATION OF GUARANTEED ROAD EXTRA BOARD AGREEMENT**

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In connection with discussions regarding the need to modify certain portions of the agreement(s) pertaining to the operation and administration of guaranteed road engineer extra boards on the Missouri Pacific, the parties have agreed to modify the March 28, 1989 Agreement (Guaranteed Extra Boards) as set forth below:

1. Paragraph 1 of the "Operation" section is amended to read as follows:

"1. (a) The number of employees assigned to such extra boards shall be regulated by the Carrier; however, the number assigned shall not be reduced below the number called for under the regulating factor set forth in this Paragraph 1. If, in the Carrier's judgment, there is insufficient work to maintain an extra board, such extra board shall be discontinued. Sufficient employees shall be maintained to permit reasonable layoff privileges for regular employees.

(b) The base regulating factor referenced in this Paragraph 1 shall be three thousand one hundred (3,100) miles. This factor may, in accordance with the procedure set forth in (c) below, be adjusted to a maximum of three thousand four hundred (3,400) miles. This factor also may, in accordance with that set forth in (c) below, be adjusted downward to, but not less than 3,100 miles.

(c) The regulating factor will be adjusted (upward or downward) in

accordance with the following procedure:

(i) Every three (3) calendar months, the regulating factor applied to these guaranteed extra boards will be reviewed. The evaluations will be based on the guarantee paid to engineers on guaranteed extra boards during the previous three (3) calendar months.

(ii) If at the time of review the average monthly guaranteed paid per engineer exceeds two (2) guarantee days, the regulating factor will be increased by one hundred (100) miles. If the average monthly guarantee paid per engineer exceeds three (3) guarantee days, the regulating factor will be increased by two hundred (200) miles. If the average monthly guaranteed paid per engineer exceeds four (4) guarantee days, the regulating factor will be increased by three hundred (300) miles.

(iii) If at the time of review, the average monthly guarantee paid per engineer is less than two (2) guarantee days, the regulating factor will be reduced by one hundred (100) miles.

(iv) In the application of the adjustments set forth in (ii) and (iii) above, the regulating factor for each guaranteed extra board will not exceed 3,400 miles nor fall below 3,100 miles.

(v) The regulating factor developed from the evaluation described above will be immediately placed into effect and will remain in effect for the following three (3) calendar months."

2. The termination provision set forth in the last paragraph ("TERMINATION" section) of the March 28, 1989 Agreement is hereby eliminated and replaced by the following:

"(a) The Brotherhood of Locomotive Engineers will notify the Carrier regarding whether existing extra boards (non-guaranteed) will become guaranteed under these provisions.

(b) In the event the Brotherhood of Locomotive Engineers elects to not have a current guaranteed extra board come under these provisions, that extra board will, effective on the first day of the month following the date the Carrier is first advised of the election, not be guaranteed and will automatically revert to a mileage extra board.

(c) The Brotherhood of Locomotive Engineers may, at any time, exercise the option to convert a guaranteed extra board covered by this Agreement to a non-guaranteed extra board. The resultant extra board conversion will occur on the first day of the month following the date the Carrier is first advised of the election. This extra board may not again be converted back to a guaranteed extra board unless mutually agreed otherwise by the parties."

3. The parties agree to jointly pursue and test other avenues or measures which will help address and police various abuses (sharpshooting) of the provisions of the Guaranteed Extra Board Agreement.

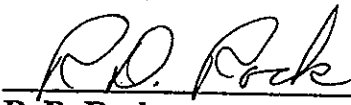
4. The provisions of this Agreement will become effective on the first day of the month after thirty (30) days from the date the Carrier is advised the 1996 BLE National Agreement, along with the locally negotiated covenants, is ratified. In the event the National Agreement is not ratified, this agreement automatically becomes null and void.


Signed this 6<sup>th</sup> day of June, 1996 in St. Louis, Missouri.

**FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:**

  
D. E. Penning  
General Chairman

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**

  
R. D. Rock  
Acting Director - Labor Relations

  
A. Terry Olin  
General Director - Labor Relations

## QUESTIONS AND ANSWERS

Q-1. In the application of the adjustment provisions set forth in Section 1, are all guaranteed extra boards on a territory evaluated in total or is each guaranteed extra board adjusted independently?

A-1. Each guaranteed extra board will be reviewed and adjusted independent of other guaranteed extra boards.

Q-2. How will the guaranteed extra board regulating factor be adjusted given the following set of facts:

The guaranteed extra board at Van Buren, Arkansas is, at the end of the present evaluation period, regulated using a regulation factor of 3,300 miles. The average monthly guaranteed payout for the previous three (3) months was \$600, \$650 and \$500 (assume a guarantee day equals \$170.00).

A-2. The average monthly guarantee for the three (3) month review period is \$583.33  $[(\$600+\$650+\$500)/3 = \$583.33]$ . Since this average guarantee payout is greater than three (3) guarantee days ( $\$170.00 \times 3 = \$510.00$ ), the regulating factor must, pursuant to Section 1 (c) (ii) be increased by 200 miles. However, since the regulating factor cannot be increased above 3,400 miles, the regulating factor will be increased, in this instance, by 100 miles to 3,400 miles.

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

October 10, 1997

MR DENNIS E PENNING  
GENERAL CHAIRMAN BLE  
12531 MISSOURI BOTTOM ROAD  
HAZELWOOD MO 63042

**SUBJECT:** *Regulation of Guaranteed Extra Boards*

Dear Sir:

This is in reference to our ongoing discussions regarding the regulation of Guaranteed Extra Boards as provided for in our March 28, 1989 Agreement, as amended.

During our discussions pertaining to the operation and administration of the guaranteed road engineer extra boards, it was agreed:

1. When determining the number of employees assigned to guaranteed extra boards as provided for in Item 1 of the Agreement, the Carrier will not count extra board employees who are on vacation during that seven-day period, toward the number of employees assigned.

Extra board engineers returning from vacation to the extra board shall displace the back-filled employee. The employee back-filling will exercise his/her seniority in accordance with the Agreement. Additionally, when back-fill vacation vacancies exists, the board may be reduced on any Tuesday, regardless of the fact that an employee has been on the board less than seven (7) days, in order to properly adjust the board.

2. Miles operated on vacancies filled by extra board engineers old heading to those vacancies will be included in the total number of miles made by the extra board. Those employees "old heading" from the extra board shall be counted towards the number required on the board.
3. The Carrier will make every effort to utilize the vacancy procedures in place to fill vacancies prior to stepping-up turns (this in no way prejudices the Organization's position regarding the Carrier's rights to utilize crews in this manner).



Mr. D. E. Penning  
October 10, 1997  
Page 2

These changes shall not be cited in the future in regard to any other guaranteed extra board agreements.

In addition to the above items, the parties agree that a test period will be established to keep track of the miles run by engineers who are stepped-up in the pool and include them in the miles made by the extra board to see how that affects the regulation of those boards. At the conclusion of the test period, which shall run for two (2) months, the parties agree to meet and discuss the issue to determine if those miles should be included in the board regulations. If the parties are unable to resolve the issue, either party may submit the issue to arbitration in accordance with the provisions of the Railway Labor Act.


If the foregoing is acceptable, please sign in the appropriate space and return an original to me for further handling.

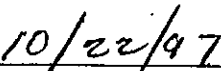
Yours truly,



R. D. ROCK  
DIRECTOR LABOR RELATIONS

Agreed:

  
General Chairman

  
(Date)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



October 10, 1997

MR DENNIS E PENNING  
GENERAL CHAIRMAN BLE  
12531 MISSOURI BOTTOM ROAD  
HAZELWOOD MO 63042

Dear Sir:

Reference our discussion concerning the application of the Guaranteed Extra Boards as it relates to the modification of the Guaranteed Road Extra Board Agreement for the territory Missouri Pacific Upper Lines and Chicago & Eastern Illinois dated June 6, 1996.

During our discussion it was agreed that Section 1(a) of the Agreement should include the following paragraph:

Engineers assigned to the Guaranteed Extra Board shall remain thereon for a minimum of seven (7) days unless they are the successful bidder on another permanent assignment.

To express your concurrence in the foregoing, please affix your signature in the space provided below, returning the original for my file and distribution.

Yours truly,

A handwritten signature in cursive script that reads "R. D. Rock".

R. D. ROCK  
DIRECTOR LABOR RELATIONS

Agreed:

A handwritten signature in cursive script that reads "D. E. Penning".  
General Chairman

A handwritten date "10/22/97" written in cursive script.  
(Date)