

### **ARTICLE III- GUARANTEED EXTRA BOARDS**

#### Section 1.

(a) Except as provided in paragraph (c) of this section, separate guaranteed conductor and brakemen extra boards will protect all extra road service requirements. Guaranteed yard extra boards will protect all extra yard service requirements. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are not presently permitted. The Carrier shall maintain a sufficient number of employees to permit reasonable lay off privileges and to protect the service including vacations and other extended vacancies. Except as provided in paragraph (g) of this Section, the Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this Article.

(b) If one road extra board (conductors or brakemen) is exhausted, it will be supplemented first with the other board.

(c) If, at a particular source of supply, a separate brakemen extra board cannot be maintained without employees assigned thereto incurring regular guarantee payments, then a separate brakemen extra board will not be manned at that source of supply. If a separate brakemen extra board is not manned, then the conductor's extra board will protect all extra road service requirements, both conductor and brakemen, until such time as sufficient work opportunities for brakemen are available to permit manning the brakeman's extra board without regular guarantee payments.

(d) Guaranteed extra boards shall replace existing extra boards. Employees assigned thereon will be run first-in, first-out, in accordance with existing schedule agreements.

(e) The reserve board will not be used to supplement guaranteed extra boards, except as provided in Article II, Section 11 of this Agreement.

(f) Payment of the guarantee shall be made in the payroll period in which the guarantee was incurred.

(g) Guaranteed conductors and brakemen extra boards will be increased by the appropriate number of positions when average earnings of employees manning the board exceed the monetary equivalent of 22 1/2 basic days at the appropriate basic through freight (unassigned, less than 100 mile) rate of pay in a payroll period.

#### Section 2.

(a) An employee working on a road and/or yard extra board will be provided a payroll period compensation guarantee or a prorated portion thereof based on the number of days on the board.

(b) Employees assigned to or reduced from the extra board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the employee's payroll period compensation guarantee. Employees selecting seniority placement to or from an extra board in conformity with existing rules, will count only those full calendar

days, (12 :01 AM - 11: 59 PM), the employee was listed on the extra board in computing the amount of the employee's payroll period compensation guarantee. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15 or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

As an example, an employee holding a regular assignment, (15 day pay period), is displaced on the 11th day of the payroll period and forced to the extra board. That individual would be entitled to the earnings of the regular assignment for the first ten (10) days of the payroll period, in addition to 5/15 of the applicable guarantee.

(c) The payroll period compensation guarantee, subject to proration as described above, shall be an amount equal to the monetary equivalent of:

(i) On Yardmen's extra boards, protecting yard service only, eleven (11) basic days at the yard helper's basic daily five day pro rata rate in addition to any holiday pay.

(ii) On Brakemen's extra boards, protecting road brakeman service only, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.

(iii) On Conductor's extra boards, protecting only road conductor's service, seventeen (17) basic days at the conductor's basic through freight (unassigned, less than 100 mile) rate of pay.

(iv) On combination extra boards protecting both road brakeman service and yard service, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.

(v) On combination extra boards protecting road conductor service, road brakeman service and yard service, seventeen (17) basic days at the conductor's basic daily through (unassigned, less than 100 miles) freight rate.

(d) If an employee's payroll period compensation guarantee computed pursuant to the provisions of this Section exceeds the employee's actual compensation for that payroll period (including benefits payable under any federal or state unemployment insurance program), he shall be paid the difference. Special allowances paid for working on reduced crews, penalty payments and payments for attending operating rules classes, training classes, physical examinations and holidays shall be paid in addition to the guaranteed amount.

### Section 3.

There shall be no duplication or pyramiding of benefits to any employees under this Article and/or other agreements or rules.