

SPECIAL BOARD OF ADJUSTMENT No. 1208

CASE NO. 1

SMART Transportation Division

vs.

Union Pacific Railroad

Board of Arbitration

Maqui Parkerson

Carrier Member

Vice President Labor Relations
Union Pacific Railroad Company
1400 Douglas Street, Room 710
Omaha, Nebraska 68179

Gary Crest

Union Member

SMART-TD Vice President
20396 Woodbury Dr.
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Earlene R. Baggett-Hayes

Neutral Arbitrator and Board Chair

110 North Perry Street
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PRELIMINARY INFORMATION

The parties were unsuccessful in reaching an agreement on whether and how to implement the rules referenced in Articles V, VI, and VII of the NCCC-SMART-TD tentative National Agreement (Sept. 15, 2022)-Implemented by Public Law No. 117-216 (the “National Agreement”). In this case, the parties’ agreement provided for final and binding arbitration to resolve the matter and provided the arbitration board with the “jurisdiction to determine whether and how the rules referenced in the National Agreement will be implemented” pursuant to Sections 7 and 8 of the Railway Labor Act (“RLA”) 45 USC Sections 157 and 158.

Pursuant to the National Agreement and the Agreement signed on the 16th day of September, 2024, by and on behalf of the Union Pacific Railroad Company (hereinafter called “Carrier”) and SMART Transportation Division (hereinafter called “Union”), the Board process was invoked to establish a backstop to resolve the designated outstanding issues.

The Board’s responsibility was to render decisions which were within the scope of the three (3) disputed Articles of the National Agreement:

Article V. Scheduled Days Off for Thru Freight Road Service

Article VI. Automated Bid Scheduling

Article VII. Pools and Extra Boards

The Board was provided jurisdiction solely over changes necessary to implement the rules referenced in those articles, and in doing so, was charged with the task of making findings and rendering an Award. The Board’s primary conclusions were to be based on workability and equitable considerations, or quid pro quo.

The Board held a hearing on the disputed provisions of the National Agreement on January 21-23, 2025. The advocates who presented during the hearing were (in alphabetical order):

1. Tom Chiaveta
2. Luke Edington
3. Sean McKinley
4. Donald Munro

Both prior to and during the arbitration hearing, the advocates timely tendered and presented submissions and rebuttals, which were duly exchanged and provided to the Board. At the hearing, the parties were afforded the full opportunity to present testimony and evidence and to put forth arguments in support of their respective positions. After oral rebuttals and surrebuttals were presented, the hearing was closed.

At the hearing, both parties acknowledged that they recognized and understood the significance and importance of each other's position. They also concurred that the topics of flexibility, efficiency, certainty, and fairness of work schedules were intermingled.

The Organization relied heavily on the importance of predictive time off for the employees. In the Organization's view, its work/rest pool freight models include predictable time-off, increased availability, a proper work/rest model for each individual pool, and improved quality of life for employees. Also, according to the Organization, its proposed work/rest model for extra boards provides predictability, rewards employees for outstanding attendance, and provides consideration for life events. The Organization also propounds that voluntary assigned days off in through freight road service are appropriate. The Organization sought a manageable work-life balance for employees through approved and consistent time off to manage personal affairs and increased opportunities to observe rest days beyond RSIA-regulated rest periods.

The Carrier acknowledged the value of providing more predictable work schedules for employees, but emphasized the need for operational efficiencies to offset the increased costs associated with voluntary

scheduled rest days. The Carrier focused on the need for improved availability of employees to support service and the value of standardized, streamlined processes and rules to improve operating efficiency.

Both parties presented extensive costing analyses. The parties were significantly at odds over the anticipated costs associated with the proposal items. It is notable that removal of the non-jurisdictional items proposed by the Organization, which were determined to be beyond the scope of this matter, significantly impacts and decreases potential costs for the Carrier. It is also notable that voluntary rest days for through freight employees require increased headcount and introduce uncertainty over required workforce levels as employees decide whether or not to observe rest days.

The Board was present for the entire hearing and has duly considered all admitted evidence, whether oral or documentary. The Board conducted several executive sessions between January 23, 2025, which was the date of the initial hearing, and the date of the final Award. The Board has considered only the evidence made known in the parties' presentations and submissions prior to and during the hearing, except for the Board's request for additional information.

On March 17, 2025, the Arbitrator issued a Preliminary Order. In that Order, the Arbitrator concluded that some of the Organization's proposal requests had exceeded the Board's jurisdiction. The Arbitrator specifically determined that the Board's jurisdictional scope did not include Self Supporting Pool (65 Mile Payment), Earned Days Off, Vacation (Jan/Feb), Vacation (New Hire), Personal Leave Days, Bereavement, Held Away Home Terminal Pay (12 Hours), Away From Home Terminal Meal Allowance (\$25 per meal), Pay Differentials, Overtime After Eight (8) Hours, Step Rates, Penalty for Delayed Lodging (after 30 minutes), and Certificate and RCL Allowance Increases. As a consequence, the Board was not authorized to rule on those matters as they were outside of the Board's jurisdictional scope.

In the Preliminary Order, the Arbitrator determined that the Board's jurisdictional scope does include Scheduled Rest, Self-Supporting Pool, and Prearranged Layoffs. The Preliminary Order

encouraged the parties to advance additional discussions in an attempt to reach an agreement and to otherwise submit their best and final proposals which “adhere to the appropriate jurisdictional scope,” and “specifically address compliance with the quid pro quo and workability mandates.” Both parties submitted their best and final proposals on or about May 13, 2025.

The Board has now reviewed all submissions and proceeds to render an Award, attached hereto as Exhibit A. Notwithstanding this fact, the Board recognizes the need for subsequent discussions by the parties to facilitate a smooth and satisfactory implementation of the Award. Doing so is crucial in ensuring the workability and practical operation of the Award’s terms. To ensure an effective execution of the final Award, the Board has highlighted below in summary fashion those implementation issues that may be critical to accomplishing this goal, although they are not explicitly stated in the verbiage of the final Award.

IMPLEMENTATION OF ARTICLES V, VI, and VII

ARTICLE V. Scheduled Days Off for Thru Freight Road Service

Article V was adopted by PEB 250 for the benefit of the Organization. Article V introduces voluntary rest days for through freight employees working in pool or road extra board assignments. The final Award assigns a work-rest model of six (6) workdays, or available for workdays, followed by two (2) voluntary rest days (6/2) for through freight pools, including guaranteed pools. This model is significantly similar to the requirements of the RSIA and is likely to enhance the quality of life for employees, who will have the certainty of time off, as promoted by the Organization. This model better supports the objective of providing a better quality of life for employees than the work-rest model proposed by the Carrier, which contemplated four (4) workdays, or available for work days, followed by one (1) voluntary rest day (4/1). The final Award allows the parties to agree upon different work-rest models that address workability and quid pro quo objectives for particular pools, if desired.

In order to balance additional costs associated with a 6/2 work-rest model, the final Award adopts the Carrier’s proposal of implementing voluntary “smart rest” for extra board employees. This mechanism

allows employees to take a 24-hour rest period after working five (5) consecutive starts and addresses the Organization's desire for voluntary rest days. Additionally, it is consistent with the workability and quid pro quo mandates of the Board. As with work-rest models for through freight pools, the parties can agree to implement different work-rest models for extra boards, if desired.

During implementation discussions contemplated in the final Award, the Parties should discuss the implementation of the process for electing voluntary rest days once technology is developed for the administration of the voluntary scheduled days off for pool freight service. The parties should also discuss the implementation of smart rest for road extra boards. Where appropriate, the parties are encouraged to develop questions and answers to demonstrate their understanding of certain provisions in the Award, such as situations involving special circumstances such as Acts of God or other unforeseen events that may be addressed on a case-by-case basis.

ARTICLE VI. Automated Bid Scheduling

Article VI was adopted by PEB 250 for the benefit of the Carrier. The final Award relies heavily on the language that was common to both parties' respective last best proposals. The objective behind Article VI is to streamline notification, bidding and vacancy procedures to achieve operating efficiencies that offset costs incurred due to voluntary scheduled rest days. Other than two items, the last best proposals submitted by the Parties were not significantly in conflict regarding Article VI. The Parties disagreed over whether daily preference boards should be eliminated. The final Award calls for the elimination of daily preference boards, which allows the Carrier to recognize the benefits associated with the implementation of standardized and streamlined processes related to job bidding. Additionally, the Parties disagreed over what pass-up rule to adopt. The Organization supports the ability to "pass-up" assignments every 30 days, which is in place in certain places, while other places have no pass-up rights at all. The Carrier's proposal includes a quarterly "pass-up" rule, which is currently in place for employees in engine service. The final Award adopts a quarterly "pass-up" rule, which provides "pass-up"

rights to areas that did not previously have them, and preserves the benefit of standardization of this process for the Carrier.

Instead of adopting the Organization's Ready Work Board proposal, Article VI.Q of the final Award adopts the Carrier's proposal that requires employees in a furlough status for fourteen (14) days or less to accept recall within forty-eight (48) hours with one modification. The Arbitrator acknowledges the Carrier's desire to exert some control over its workforce levels, but is concerned that the Carrier's proposed provision could present unique challenges for newer employees. Accordingly, the final Award includes language that would require employees recalled under this provision to remain on a working board for fourteen (14) calendar days following recall. This modification is intended to encourage the Carrier to be thoughtful about how it manages its workforce levels. The Parties are encouraged to consider the workability of alternatives to this provision in their implementation discussions.

The implementation of standardized processes to bid jobs and fill vacancies requires a very technical understanding of these processes. During the implementation phase, the parties should discuss how the Carrier will fill a position when it goes no-bid, including access to resources within seniority districts, qualification requirements, and displacement rules. The parties should also discuss the appropriateness of the elimination of existing agreement provisions listed in Article VI.L.

ARTICLE VII. Pools and Extra Boards

Article VII was adopted by PEB 250 for the benefit of the Carrier. As with Article VI, the final Award relies heavily on the language that was common to both parties' respective last best proposals. The final Award implements self-supporting pools, which was a benefit identified by PEB 250 as a way for the Carrier to offset costs associated with scheduled rest. Accordingly, the final Award confirms the elimination of additional allowances or penalty payments for drop turns, step-up, make whole, and any provisions when working in the assigned pool.

The final Award declines to adopt the Carrier's proposed vacancy procedure language in Article VII.A.3, but the Parties are encouraged to discuss uniform vacancy procedures during their implementation discussions. The final Award also declines to adopt the Carrier's proposal that would expand normal service performed by through freight pools to include hours of service relief/short turnaround service and work train service. Such a provision goes beyond the scope of Article VII because it changes the nature of through freight pool service. The final Award is not intended to disturb any existing practices that permit the Carrier to use pool employees to perform hours of service relief/short turn around service in certain circumstances.

The final Award adopts the Organization's approach to regulation for non-guaranteed pools and declines to adopt the 100% rest day factor proposed by the Carrier. While the Carrier's proposed provision would allow the Carrier to shift more employees from a guaranteed extra board to a non-guaranteed pool freight board than might be necessary, padding through freight pools could result in decreased earnings for pool employees. Instead, the final Award allows the Carrier to regulate non-guaranteed through freight pools to cover only those rest days actually observed by employees. During implementation discussions, the parties should determine the process by which employees who wish to observe rest days must provide notice to the Carrier.

The Carrier vociferously maintains that it should "own" regulation on all guaranteed boards, including guaranteed through freight pools and extra boards. Because such positions are guaranteed, the Carrier argues that it should be able to determine how many resources are required to maintain service. The Organization adamantly opines that the Carrier can neither abolish nor combine extra boards. It is both persuasive and critical that increased costs result when employees remain on extra boards and earn a guarantee that involves collecting pay for availability when they are not needed to work. This is contrary to the Organization's contention that guaranteeing the extra boards does not constitute an additional expense. As contemplated in PEB 250's recommendation, the final Award provides the Carrier with full

discretion to regulate guaranteed pools and extra boards. It also allows the Carrier to establish, abolish or combine any road, yard or combination extra boards to best support its service, including the elimination of supplemental extra boards.

The final Award adopts rules that provide employees with additional flexibility to manage their schedules by adopting the Carrier's proposed language regarding the Prearranged Layoff Systems (PALS) and Trade Turns. First, the award adopts the Carrier's Prearranged Layoff System (PALS) proposal, which increases the thresholds for compensated time off (vacation and personal leave) to 8% of each respective board per day. Although not as generous as the Organization's proposed thresholds of 25% for pool board and 20% for extra boards, the adopted rule doubles the existing percentage of 4%, resulting in 8%, which should provide ample opportunity for employees to schedule compensated leave. Second, the Award adopts the Carrier's proposal on Trade Turns, which allows employees on non-guaranteed through freight pools to initiate up to 12 trade requests per year. The Organization contended that guaranteed pools should have access to trade turns and maintained that trades should be unlimited.

In order to protect the Carrier's ability to provide service, the final Award adopts the Carrier's proposed language that allows it to protect service by using any qualified employee in limited circumstances that could result in unavoidable harm to the customer. The Arbitrator acknowledges the Organization's vehement opposition to this provision, but appreciates the Carrier's need to protect service in the face of periods of extraordinary unavailability. The intent of the provision is to provide narrowly tailored relief to the Carrier in limited circumstances. The Parties should develop questions and answers to illustrate the boundaries of this provision during their implementation discussions.

Conclusion

By their signatures below, the Board Members attest and acknowledge that, while there is not necessarily a consensus, the contractual terms in the Award (Exhibit A) represent a majority opinion on each item.

This Award is final and binding upon both Parties to the dispute, as provided by the Railway Labor Act, as amended. Should any conflict exist between the pre-existing Agreement and the language of this Award, the language of this Award shall prevail. The Board shall retain jurisdiction for sixty (60) days from the date of this Award solely to resolve any issues related to the interpretation of the Award. Unless otherwise agreed between the parties or determined by the Board, the Board shall retain jurisdiction for 180 days from the date of this Award to resolve any disputes arising out of the implementation of this Award. Upon disposing of the dispute submitted to the Board, the Board is hereby dissolved, except for interpretation and implementation matters as otherwise allowed.

We wish to thank the parties for their thorough presentations, patience, and assistance, which enabled the Board to tender an Award.

I Dissent

Gary Crest
Board Member
SMART-Transportation Division

Maqui Parkerson
Board Member
Union Pacific Railroad Company

Earlene Baggett-Hayes
Board Chairperson, Neutral
Arbitrator

(Exhibit A)

AWARD

Consistent with the recommendation of PEB 250 and the National Agreement, and as a result of the January 21-23, 2025, hearing, including all testimony and evidence, this Award, Exhibit A, is issued.

Article V – Scheduled Days Off for Thru Freight Road Service

A. Pool Freight Service

- A. The work/rest schedule for all pool freight boards will be six (6) workdays or available for workdays, followed by two (2) voluntary rest days (6/2).

NOTE 1: Employees electing to observe a rest day may request to be paid a compensated day by making an electronic request to Timekeeping.

NOTE 2: Any agreement provisions providing for "turn rest" will be eliminated.

B. Existing Guaranteed Pool Provisions

1. Guaranteed pool boards will be paid at their current guarantee rate of pay on a per half basis pursuant to existing agreements.
2. A trainperson observing their 48-hour voluntary rest period (or any portion thereof) will be considered unavailable during that time, and the per-half guarantee will be reduced for the applicable rest day period. However, the rest day will not be considered for forfeiture purposes.
3. In the event a trainperson is unavailable in non-compensated status prior to or after a voluntary rest period and no service is performed between the layoffs, the voluntary rest period will be counted towards forfeiture.
4. An employee assigned to a guaranteed pool board laying off in a non-compensated status, for more than one (1) occurrence, or being unavailable in a non-compensated status for more than 48 hours, per pay period, will have their guarantee and bonus day, if applicable, forfeited for that pay period.
5. For all other compensated layoffs, the guarantee will be treated for guarantee purposes pursuant to existing agreements, interpretations, and practice.

B. Road Extra Boards

1. A trainperson assigned to a road extra board or combination extra board may activate voluntary undisturbed rest (24 total hours between consecutive trips) upon tie up to break consecutive RSIA starts at their home terminal after working five (5) consecutive trips/tours of duty as defined below.
 - a. A single or continuous trip/tour of duty under FRA interpretation of the freight Hours of Service Laws pursuant to the 2008 Rail Safety Improvement Act (RSIA) will similarly constitute a single or continuous trip/tour of duty under the terms of this agreement. Consecutive trips/tours of duty are defined as initiated back-to-back starts without being separated by at least a twenty-four (24) hour rest period between the off-duty time of the previous trip/tour of duty and the on-duty time of the next trip/tour of duty. The time encompassed in normal layover/rest time between trips, as well as layoffs (compensated and/or uncompensated) or any other time of (i.e., missed call, no show, etc.) totaling

twenty-four (24) hours or more in the aggregate, will serve to reset the consecutive trip counter.

- b. When a trainperson completes their fifth consecutive trip/tour of duty at other than the home terminal, the employee will work or deadhead to their home terminal and then the required rest period will begin in accordance with Section B.1 or pursuant to federal requirements (RSIA), whichever is applicable.
 - c. While a trainperson is at the home terminal observing undisturbed rest time off they will continue to move/advance in the rotation until they become available or the turn will be held in the first-out position until the trainperson is rested and called for service.
 - d. Extra trainpersons observing the undisturbed rest will not be considered "unavailable" for guarantee purposes.
 - e. For all other compensated layoffs, the guarantee will be treated for guarantee purposes pursuant to existing agreements, interpretations and practice.
- C. Other work/rest schedules may be mutually agreed upon provided the work/rest schedule addresses quid pro quo and workability mandates provided in PEB 250.
- D. Any existing pools or extra boards that have existing fatigue mitigation programs and/or provisions in place providing for extending, additional, or extra rest (excluding the mandatory extension of undisturbed rest required by the 2008 Rail Safety Improvement Act) prior to this Agreement will be eliminated.
- E. Without prejudice to either party's position regarding the ability of the Carrier to take appropriate actions during emergencies, during periods of prolonged service interruptions caused by Acts of God (including downstream system impacts) or other similar unforeseen events, the Carrier will work with the affected General Chairperson(s) or their designees to meet manpower needs and limit the impact on employees prior to suspension of any scheduled rest days. Accommodations will be made for special circumstances on a case-by-case basis. Such suspension shall be limited to only a period necessary to restore service. The Carrier will provide updates to the General Chairperson throughout the duration of the suspension. If employees are observing their rest days when the suspension begins, they will be allowed to observe their full rest period.

Article VI – Automated Bid Scheduling

- A. Newly created pool and extra board positions and existing assigned service vacancies that become vacant will be filled by the senior trainperson with an application on file with Crew Management.
- B. Applications may be changed or withdrawn until assigned. Once assigned, the trainperson must remain thereon unless displaced by a senior trainperson, awarded a new bid by application, or obtains displacement rights.
- C. Newly established yard, local, assigned road, and/or unassigned road assignments will be bulletined for a period of 72 hours. At the expiration of the bulletin, the position will be awarded to the senior trainperson with an application on file with Crew Management.
- D. This section will apply when an assignment is re-bulletined due to a change in assignment as set forth below:

Yard Assignments

- 1) Change in start time of 1 hour or more;
- 2) Location of yard assignment change; or
- 3) Assigned rest days change.

Assigned Road Service

- 1) Change to the starting time of two hours or more;
- 2) Any change to the mileage of the assignment;
- 3) Any change in the number of days per week scheduled to work;
- 4) Any change in the terminal point or points; or
- 5) Assigned rest day(s) change.

- E. Trainpersons are responsible for maintaining their bids and applications for regular assignments. Applications will include the priority of an assignment if more than one application/bid is being filled. Once an assignment is awarded, lower priority applications (lower than the one awarded) will be removed from the system, and it will be incumbent on the trainperson to reapply for those positions should they so desire. The following will be included in the bulletins for assignments:

Regular Yard Assignments

- (a) Starting time;
- (b) On-duty and off-duty point;
- (c) Rest days; and
- (d) Days per week.

Regular Local Freight and Road Switcher (TSE) Assignments

- (a) Type of service;
- (b) Territory of the assignment (including mileage);
- (c) Days per week
- (d) The terminal or terminals of the assignment; and
- (e) The time to report for duty.

- F. When a regular assignment is abolished, trainpersons will be advised upon tie-up or while on duty on the day previous to the discontinuance of the assignment.
- G. A senior trainperson who is absent from service for the life of the bulletin for newly established bulletined positions will be permitted to displace the assigned junior trainperson so long as they declare "non-access" to the advertised position by the end of their first tour of duty after returning to service.
- H. Permanent vacancies that are created by what is known to be an extended absence (excluding vacation) of fifteen (15) days or more may be filled by the senior trainperson with application/bid on file. Employees absent without proper authority in excess of thirty (30) days will forfeit their seniority. The Carrier will immediately notify the Organization in writing of an employee's absence and forfeiture of seniority. The Organization will have sixty (60) days from the issuance of Carrier's letter to conference and appeal Carrier's decision. Such appeals will be handled in accordance with the discipline agreements in effect on each property.
- I. Should an employee not exercise seniority within twenty-four (24) hours after being properly notified, their permanent bid sheet is blank, or they do not have the seniority to hold any of their choices, they will be placed in the following manner:
- 1) Any open assignment at the location
 - 2) Displace the junior trainperson at the location.
 - 3) No bid/open position at the next closest location via highway miles.
 - 4) Displace the most junior trainperson in the hub/zone.
- J. If a position goes no bid, Crew Management will fill the position in the following manner:
1. Trainperson at the location that failed to exercise their seniority within 24 hours (EA/LB).
 2. Trainperson at the next closest location via highway miles that failed to exercise their seniority within 24 hours (EA/LB).

3. The most junior trainperson in the hub/zone or the junior trainperson assigned to an extra board at the location.

NOTE: If a trainperson is forced in accordance with section I or J, the trainperson must be qualified to work the assignment (e.g., RCO, FBY, TWIC, etc.). If they are not qualified, the next junior qualified employee will be forced in accordance with Section I or J. Familiarization is not considered as a qualification for purposes of Section I or J.

- K. Trainpersons forced to a position in accordance with Sections I and J above will be allowed travel time as follows:

- 1) None, if the position is 0-100 miles from their previous assignment.
- 2) 24 hours, if the position is 101-200 miles from their previous assignment.
- 3) 48 hours, if the position is more than 201 miles from the previous assignment.

NOTE 1: For purposes of this section, a trainperson will be considered "forced assigned" when by virtue of their seniority, they would otherwise be forced to displace a junior trainperson at another location based on the mileage parameters listed above.

NOTE 2: Trainpersons forced must request travel time within four (4) hours of successful notification of new assignment.

NOTE 3: There may be special circumstances for a trainperson to receive additional travel time. In these cases, the General Chairperson and the Director of Crew Management may mutually agree to permit travel time beyond the limitations outlined in Section J.

- L. Any existing agreement provisions allowing for "temping" or "oldheading" of vacancies, as well as any existing rules pertaining to "pass-up" or "giving-up" of any assignment, riding a bulletin, and "force bumping" are eliminated.
- M. A trainperson will be allowed to pass up their assignment once per quarter, which will be administered by the organization. A trainperson will not be allowed to pass up and place into the board they are currently assigned. They will assume the conditions of the assignment immediately.

NOTE: In the application of this rule, a request to vacate an assignment shall not be granted if the trainperson has made a request to give up their assignment within the preceding 30 days.
- N. Employees called to fill a vacancy on an assigned job at an outlying point must remain on the assignment for the duration of the vacancy or until their off day begins, if applicable. Employees will be automatically released.
- O. Displaced trainpersons must exercise their seniority within twenty-four (24) hours of proper notification by Crew Management of their displacement. In the event a trainperson cannot be immediately contacted, proper notification will be considered as having been accomplished eight (8) hours from the time CMS calls all contact numbers listed in the trainperson's personal file in the crew management system, one time each, and leaving a message, if possible. Such attempts will be documented in the trainperson's work history, as well as CMS placing an electronic message in the trainperson's crew management system screen portal. CMS speaking with the trainperson, receiving a call back from the trainperson, or the trainperson's acknowledgement will not be necessary to satisfy this requirement.

NOTE: Alternative electronic methods of contact (i.e. phone text, portal message, et.al, excluding email) may be used in lieu of phone contact and considered as proper notification pursuant to this paragraph. It is understood that trainpersons may accept notification prior to the eight (8) hour period referred to above.

1. For trainpersons displaced while on duty or at the away-from-home terminal, the twenty-four (24) hour displacement period will begin at final tie-up/final release at the home terminal without the need for additional phone notification by CMS.
 2. For trainpersons displaced while unavailable (e.g., compensated, non-compensated, HOS rest, rest period extensions, if applicable, vacation extensions, assigned rest days, RSIA rest period, company business, union business, etc.), the twenty-four (24) hour displacement period will begin upon completion of such unavailability period.
- P. When a trainperson is displacing to a pool, [they must place to an open turn] the most junior on the pool must be displaced. If a trainperson is displacing to an extra board, the most junior trainperson on the extra board will be displaced. The trainperson will assume the rest days of the position, if applicable.
- Q. Employees in a furlough status for 14 calendar days or less must accept recall notification within forty-eight (48) hours; provided that any employee recalled under this provision must remain on a working board for 14 calendar days. If furloughed for greater than 14 calendar days, existing furlough recall rules will continue to apply. Employees failing to accept recall in accordance with this section will be subject to existing agreement provisions (e.g., forfeiture of seniority, etc.).
- R. Any existing provisions in yards locations providing for "daily preference" seniority moves are eliminated and the provisions of this Article VI govern.

Article VII – Pools and Extra Boards

A. Self-Supporting Pool:

1. All pool freight will be self-supporting and operate in a first in/first out basis at the home and away from home terminal, based on tie-up time. In the event two trainpersons tie up at the same time, the board will be ordered based on the last on duty time.
2. When the owner of a pool turn lays off, either in compensated or non-compensated status, or if on another assignment (OA), their turn will be removed from the board at the time of layoff and the next rested and available trainperson on the board will rotate up. Upon mark up, the turn will be placed at the foot of the board and work up the board in the normal order. Pool turn employees observing mandatory rest (RSIA) will rotate up the board and remain first out until rested.
3. When a pool board is exhausted, a made-up turn may be added to the board at the home terminal. The made-up turn will take its turn to the away-from-home terminal and will be removed from the pool upon tie-up at the home terminal. The made-up turn will be protected by the first out and the rested trainperson on the protecting extra board.
4. When working in the assigned pool, drop turns, step-up make whole, or any other provisions providing for additional allowances/penalty payments (i.e., performing hours of service relief) if applicable, are hereby eliminated.

B. Non-Guaranteed Pool Regulation

1. Beginning the effective date of this Agreement, pool freight service will be regulated on starts rather than mileage. The following start table applies to all pool freight:

Pool Mileage	Pool Factor
Up to 150	Between 22 and 24

151-180	Between 20 and 22
181-230	Between 19 and 21
231-260	Between 17 and 19
261-290	Between 15 and 17
291 or greater	Between 14 and 16

NOTE 1: The determined monthly starts target listed in the table may be modified by mutual agreement.

NOTE 2: To ensure the successful application of this provision, within three (3) months of the implementation of this provision, the monthly start regulation range of a specific pool will be reviewed by the parties. Thereafter, either party may request a review of the regulation range of a specific pool.

2. All non-guaranteed pool adjustments will be made every Wednesday. The monthly starts of a pool shall be calculated by multiplying the number of starts during the 20-day check period by 1.5 and then dividing this number by the pool factor to calculate the total prorated monthly starts. Next, multiply the prorated monthly starts by a 'look ahead' factor that accounts for known vacancies (LV, PL, observed rest days, etc.) that are scheduled in the upcoming seven (7) days (Wednesday through Tuesday). The 'look ahead' factor will be calculated by adding the total number of known days and dividing them by seven (7) will equal the number of turns added for the 'look ahead' factor.
3. If the average monthly starts per turn are outside the parameters, the pool will be adjusted so the average number of monthly starts per turn is within the applicable range for the pool. Resulting turn fractions of .50 or greater will be rounded up, and .49 or below will be rounded down, unless mutually agreed upon by CMS and the General Chairperson or their designee (Local Chairperson).

Example: A pool has 224 starts in the 20-day look back and has a mid-range of 18. There are 25 days of scheduled time off (LV, PL, etc.) in the 7 day look ahead.

$224 \times 1.5 = 336$ projected starts for the month.

336 starts divided by the mid-range factor of 18 = 18.66 or 19 positions.

The board has 25 total days of time off (LV, PL, etc.) scheduled in the upcoming 7 days.

25 divided by 7 = 3.57 or 4 positions.

19 positions + the 4 positions to account for scheduled time off = 23 positions.

4. A start is defined as any outbound start made in a pool (from the home or away-from-home terminal), including deadhead, turnaround trips, hours of service, made by either a pool turn, or make-up turn in a pool.
 5. Due to an abnormal influx (or absence) of traffic operating over a particular pool's run, the parties may mutually agree to use a 10-day check period (look-back) to minimize the long-term effect of the traffic variability. Should this occur, the multiplier will be 3 versus 1.5.
 6. All pool freight service will operate on a first in/first out basis. When marking up from a compensated or non-compensated layoff, the trainperson will be placed at the bottom of the board.
- C. Guaranteed Pool and Extra Board Regulation
1. The Carrier will have full discretion on the regulation of guaranteed pools and extra boards.

2. The Carrier may establish, abolish or combine any road, yard or combination extra boards based on the needs of service.

D. Prearranged Layoff System (PALS)

1. All pool and road extra board prearranged layoff system (PALS) thresholds for compensated time off (vacation and personal leave) will be increased to no less than eight percent (8%) of each respective board per day.

- a. Employees will have the ability to schedule prearranged days 180 days in advance but no later than the Sunday before the regulation date to observe a pre-arranged day the following week. Once scheduled, the days cannot be taken away or denied by the Carrier.

Example: All non-guaranteed pool regulation is administered on Wednesdays. Employee Jones would like to take a prearranged vacation day on Thursday, June 27th. request for June 27th must be made no later than Sunday, June 23rd.

- b. Employee cancellation of prearranged days must be no later than the Sunday prior to regulation day of the upcoming week.

Example: Building off the example above, Employee Jones successfully entered a prearranged day on June 20th to use on Thursday, June 27th; however, on Monday, June 24th, Employee Jones decided they no longer needed the day off and wants to remove the prearranged vacation day. Since the prearranged day must be removed the Sunday before the regulation day, or Sunday, June 23rd, Employee Jones may not remove the prearranged vacation day.

2. Unless advanced or deferred, all prearranged days will begin at 00:01. Prior to being called to work, trainpersons assigned to pool freight service and extra boards will be allowed to advance or defer their prearranged days up to sixteen (16) hours. Assigned jobs will not advance or defer their prearranged day.

- E. Without prejudice to either party's position regarding the ability of the Carrier to take appropriate actions to protect service during periods of extraordinary unavailability, if the Carrier is unable to fill an assignment due to lack of rested and available personnel and the blanking of such assignment would result in unavoidable harm to the customer, a qualified employee may be used without penalty to perform such service upon providing notice to the General Chairperson. The Carrier will evaluate the need to exercise its rights under this provision on an assignment-by-assignment basis.

F. Trade Turns

To increase employee work schedule flexibility, trainpersons in OK status on the same non-guaranteed freight pool board may elect to swap positions/turns utilizing the following terms and conditions:

1. Both trainpersons must be available and fully rested at the home terminal at the time the trade is requested and executed. The trainperson who is advancing in the pool must be rested at the time of the trade request.
2. Such trade must be mutually agreed upon by both trainpersons involved. Trainpersons will utilize the computer system to request and accept the trade. By doing so they both agree to the trade, and no claims will be filed by any party because of the trade.
3. Once a trade between two trainpersons has been completed, a subsequent trade by either of the involved trainpersons will not be allowed until they have performed compensated service.

4. Trainpersons may initiate up to 12 trade requests per year. However, trainpersons have an unlimited amount that they can accept from requests.

General Provisions

- A. Except as specifically set forth herein, no other Agreement rules, practices, or interpretations are changed by the terms of this Agreement. In the event there is a conflict, the terms of this Agreement will prevail.
- B. Within 30 days of the date of the Award issued by SBA 1208, the parties will discuss a plan to implement the Award. Such discussion will include a reasonable timeline for system-wide implementation which contemplates the development and implementation of technology to support the administration of the voluntary work-rest model, hiring actions required to provide a sufficient train crew base to support system-wide implementation of work-rest schedules, and any other reasonable actions required by parties to implement the Award.