

EXHIBIT 14

SPECIAL BOARD OF ADJUSTMENT 1208

Case 1

SMART Transportation Division

Union Pacific Railroad

with

Neutral Earlene R Baggett-Hayes



Organization's Post-Hearing Brief



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Introduction and Summary of Post-Hearing Brief

SMART Transportation Division (“the Organization”) submits the following as its post-hearing brief, adhering to the compliance mandates established in the Board’s Preliminary Findings.¹ In accordance with the Board’s Order, consideration was given to the quid pro quo and workability mandates. Modified cost/savings estimates are also included, which were derived from exhibits and data provided to the Board during previous proceedings by both parties. The Organization’s proposal aims to balance operational efficiencies with employee well-being and customer demands.

I. Article V: Scheduled Days Off – Pool Freight and Extra Boards

The Organization focused on the work/rest models that would be an improvement over the time off that’s provided under the Rail Safety Improvement Act (“RSIA”) for employees on extra boards and in pool freight service. RSIA requires employees who obtain six consecutive starts to be off two days (48 hours), and three days off (72 hours) if they work seven consecutive starts.

Under the Organization’s proposal, pool freight boards would have a voluntary² work/rest schedule of six work/available for workdays followed by three voluntary rest days (6/3). Road extra boards would have five work/available for workdays followed by two voluntary rest days (5/2). Non-guaranteed pool freight would have a bimonthly guarantee established³ that is calculated by taking the mid-

¹ March 17, 2025, Preliminary Findings and Order to Provide Post-Hearing Submissions.

² As referenced in the Organization’s opening submission, pages 23-24, an arbitrator cannot impose mandatory rest days, they must be voluntary. Carrier’s concurrence on this position can be found on pages 13-14 of the hearing transcript on January 23, 2025.

³ Establishing a guarantee for current non-guaranteed pool freight was proposed in Article V, I. of the Organization’s proposed remedy (page 95 of the Organization’s opening submission). The proposed provision contained herein simplifies the original proposal, would be easier to administer, and equitable to both parties.

range target starts for a pool, multiplied by the trip rate of the pool, then divided by two. For instance, a 222-mile pool has a target range of 19-21 starts per month, with a mid-range target of 20 starts. Twenty monthly starts multiplied by the trip rate of \$500.96 per start is \$10,019.20 per month or, after dividing by 2, is \$5,009.60 per biweekly pay period⁴. The extra board guarantee at this location is \$5,694.34 per biweekly pay period, a difference of \$684.74 per pay period, or \$16,433.76 more per year.

As just illustrated, the proposed pool freight guarantee for current non-guaranteed pool freight would be less than the current extra board guarantee rates because it does not incorporate irregular service into pool freight. The intent of this guarantee is to ensure non-guaranteed pool freight employees receive their contractual starts/earnings as provided to them in the start-based regulation table. Irregular service vacancies would continue to be protected by the guaranteed extra board as those employees are compensated at a higher rate that accounts for the inconsistent and erratic nature of vacancies in irregular service.

To simplify the workability and administration of the guarantee for current non-guaranteed pool freight, the Organization proposes using the current guarantee rules that govern extra boards at each pool freight board location. The Organization proposes one change to standardize guarantee rules across the system: employees on pool freight and guaranteed extra boards will not have their guarantee reduced,

⁴ This process will tailor the guarantee to reflect the earnings employees on current non-guaranteed boards are contractually allowed to earn (and currently earn) under the regulation table. This system reduces costs to Carrier as it only includes the trip rates/starts those employees are entitled to and excludes held-away-from-home terminal pay.

nor forfeit their bonus day, for taking voluntary rest days. Nor will the observance of voluntary rest days be counted as an occurrence towards forfeiture rules.

This approach is consistent with recent agreements on Class I railroads. Union Pacific, BNSF, and NS recognized their employees' concern over any potential loss of earnings that may occur from observing rest days. Consequently, they negotiated work/rest agreements that preserve employees' earnings when/if they observe rest days⁵.

Under the Organization's proposal, there will be numerous boards where little to no guarantee would be paid out by the Carrier, even if all employees assigned to the board observed their rest days. For example, an employee on a 284-mile pool⁶ with a mid-range factor of 16 who elects to observe all their available rest days in a 30-day month⁷ would still be available to work 18-21⁸ days that month. This leaves them adequate time to obtain their contractual starts and exceed the guarantee.⁹

During the interim bargaining period, the Carrier proposed a work/rest model of either 4/1 or 5/1¹⁰ (four or five consecutive starts followed with one voluntary day off) with twenty-four (24) unpaid days off that employees could schedule in the

⁵ SMART TD Opening Submission Exhibits 37-39. Union Pacific, Norfolk Southern and Burlington Northern Sante Fe set the industry pattern/standard of preserving employee's earnings where rest days were introduced in pool freight and extra boards.

⁶ SMART TD Opening Submission Exhibit 43

⁷ SMART TD Rebuttal Exhibit 8 shows that productivity amongst voluntary work/rest models does not decline. Employees elect to observe voluntary rest days as needed and do not observe them every work/rest cycle, remaining available to work thus reducing or eliminating any guarantee payments.

⁸ On months when the first workday begins on the 1st of the month, the employee would have 21 workdays. On a month where the employee begins three (3) voluntary days off, they would have 18 workdays.

⁹ Once an employee meets or exceeds the guarantee, the Carrier's guarantee cost is zero.

¹⁰ The Carrier's proposed 4/1 or 5/1 would prevent employees from acquiring the six or seven consecutive starts needed to trigger 48 or 72 hours off under RSIA. This would result in employees having less time off than they do in current operations.

prearranged layoff system. The use of such days would count against employees' guarantee. The Carrier also insisted on shifting irregular service vacancies to pool freight, an item that is not specifically contained in the language of Articles V-VII or PEB 250.

The Carrier's overall proposal is aimed at eliminating all extra boards and guarantees associated therewith and shifting all work to non-guaranteed pool freight boards. This system would create significant challenges and lead to disruptions across the system. The planning for manpower needs and adequate staffing of pool freight boards would become inconsistent due to the unpredictable nature of irregular service. The Carrier would be unable to forecast when or how many employees would observe their designated day off resulting in erratic regulation of the boards.

Additionally, employees would not have consistent time off to manage personal affairs as their single day off would not be fixed but contingent upon working the required starts, creating a moving target that is impossible to plan around. Additionally, employee earnings would be adversely affected due to the inclusion of irregular service into the pool without guarantees to safeguard employees' income. The Carrier's proposal does not adequately address the principle of mutual benefit and practicality for both parties involved.

In summary, the following proposed terms for Article V from the Organization would be straightforward to implement and simple to administer. Unplanned/non-paid layoffs would greatly reduce as employees would utilize their rest days for family

and personal business.¹¹ The Carrier's operations would benefit from the reduction of unplanned layoffs as manpower resources would become stable and predictable.

Article V: Scheduled Days Off – Pool Freight and Extra Boards

- A. The work/rest schedule for all pool freight boards will be six (6) workdays or available for workdays, followed by three (3) voluntary rest days (6/3).
- B. All non-guaranteed pool freight boards will be guaranteed at the target starts for their pool on a bimonthly basis (per pay period). Guarantee rates will be calculated by multiplying the mid-range monthly start target of the pool by the trip rate of the pool, then dividing by two. Observance of voluntary rest days will not result in deduction of guarantee or count as an occurrence towards forfeiture rules. Bonus day payments, as they currently exist in guaranteed pool freight, will also apply.

Note 1: Once rates are established under B., future general wage increases will be applied to the rate in the same manner as general wage increases are applied to existing guaranteed extra boards.

Note 2: Existing extra board guarantee rules will apply to pool freight boards at each location unless otherwise specified herein.

- C. Guaranteed pool freight boards will retain current guarantee rates and bonus day payments. Observance of voluntary rest days will not result in deduction of guarantee, forfeiture of bonus day or be counted towards an occurrence towards forfeiture rules.
- D. The work/rest schedule for all road extra boards (including combination boards that protect yard and road service) will be five (5) workdays or available for workdays followed by two (2) voluntary rest days (5/2). Observance of voluntary rest days will not result in deduction of guarantee, forfeiture of bonus day payments, or count as an occurrence towards forfeiture rules.
- E. Other work/rest schedules may be mutually agreed upon.

II. Article VI: Automated Bid Scheduling

The Organization proposes a system-wide process that preserves employees' rights to exercise seniority and creates a streamlined process for employee notification, bid selection, seniority moves, and the filling of vacancies. This process

¹¹ Under current operations, employees who need time off for personal reasons are often denied use of compensated time off to handle personal business. This results in the employees laying off in a non-paid status and their assignment being filled by an extra board employee.

would reduce the time employees spend in displaced status (increasing manpower availability) and create a fair system for filling assignments and provide necessary travel time and lodging for those forced away from their home terminal.

During the sixty-day bargaining period, the parties came to a consensus on several provisions. Both sides agreed that the senior trainpersons with an application on file (i.e., bid) would fill all vacancies and newly established assignments would be bulletined for 72 hours. Changes in assignments would trigger a re-bulletin process, ensuring fair opportunity for senior employees to secure positions. Employees awarded an assignment or displaced from an assignment would be notified using a streamlined notification process. Employees reassigned/forced from their home terminal would receive travel time based on distance to the new location. A summary of what the parties agreed to is as follows:

- Reduced bulletin time for newly established assignments.
- Standardized re-bulletin rules for yard and road service.
- Simplified bidding and awarding process with rules for force assigning employees that are efficient and avoid forcing employees extended distances.
- Travel time for employees forced away from their home terminal.
- Streamlined notification process.

The parties discussed several other issues and made progress on some but remained at an impasse on others. The following is a synopsis of the provisions and the Organization's position on each.

Pass-up Rules:

Pass-up rules vary across the system from single day pass-ups to no pass-ups allowed at all. The Organization proposes one pass-up every 30 days for all employees. This would give employees the ability to exercise seniority with guardrails to prevent disruptions to the Carrier's operations. On territories where one pass-up every 30 days exist, there are no operational disruptions, indicating that a 30-day pass-up is an effective and suitable remedy.

Temping/Oldheading Provisions:

These provisions allow employees to temporarily exercise seniority for assignments that are vacant and would otherwise be filled by an extra board employee. This ensures that an experienced employee who desires a temporary assignment can take it, rather than an extra board employee who may be unfamiliar and less efficient. The Organization recognized the value of these provisions to both parties and requests they be left intact.

Lodging:

The Organization strongly supports the implementation of system-wide lodging provisions for employees who are displaced from their home terminal. The implementation of Articles V-VII could cause significant rearrangement of personnel, forcing numerous employees away from home. An absence of this provision will lead to those employees either resigning or personally bearing the lodging expenses. This provision already exists on several territories across the system making the cost minimal, as indicated by its absence from Carrier's cost analysis to the Board¹².

Daily Preference:

The Organization proposes maintaining Daily Preference Boards as they are not specified for elimination in any provision contained in Article VI. These boards already fulfill the requirements of automated bid scheduling¹³, as contained in Public Law No. 117-216. The Carrier has not presented any counterarguments to the Organization's rationale for keeping these boards.

Vacation Enhancements:

The Organization proposes several improvements, including a floating week of vacation, the ability to designate up to four weeks of vacation as single days, and the option to advance or defer vacation to align with an employee's workweek.

Junior employees would greatly benefit from a floating week of vacation as it would give them compensated time off throughout the year. Due to their lack of seniority, these employees are forced to observe all their vacation in the first part of the year. A floating week would give them a

¹² Carrier Exhibit 42.

¹³ SMART TD Rebuttal Exhibits 3 & 4. It should be noted that various daily preference boards were retained in the Union Pacific and Southern Pacific merger through Hub Agreements that were approved by the Surface Transportation Board.

portion of their vacation (one week of single days) to use throughout the year.

All employees with four or more weeks of vacation would benefit from designating up to four weeks as single days, rather than the three weeks that is permitted under current agreements. Converting an additional week of vacation to single days would enable them to take vacation days for personal business as needed, rather than in a continuous block when they may not need or wish to observe it.

Allowing employees to advance or defer their vacation to coincide with their workweek is a practical provision that should be adopted. It would prevent employees from starting their vacation mid-work week, which is a benefit for both parties and what Carrier agreed to in its work/rest agreement with the BLET¹⁴.

Together, these enhancements would incur no cost to the Carrier, as there is no increase in the number of vacation days employees currently receive. These changes would distribute vacation more efficiently throughout the year and reduce unplanned layoffs. This would improve the Carrier's ability to predict when employees will take vacation, as they would schedule such days within the Carrier's prearranged layoff system.

Extra Boards:

The Organization proposes a streamlined process for establishing new extra boards that would not infringe upon the Carrier's rights but would ensure the parties discuss and agree to reasonable terms the new extra board would operate under.

Expanding the work and classes of service that extra boards may protect is advantageous for the Carrier and would result in greater utilization of these boards. This approach would address the Carrier's concerns over guarantees by increasing work opportunities for extra board employees, thereby reducing guarantee payments.

The Organization maintains its position on the extra boards, supplemental extra boards, and pools established on the T&P and IGN properties. These properties have specific language in their Crew Consist Agreements that prohibit any modifications unless mutually agreed upon.

¹⁴ SMART TD Opening Submission Exhibit 37.

In summary, the following proposed terms for Article VI from the Organization would strike the appropriate balance for the Carrier and employees. Indeed, it would enable the Carrier to achieve efficiencies and savings in streamlining notification, bidding, and vacancy processes. It includes broader usage of extra boards, reduces unplanned vacancies, and offers a more accurate method for manpower planning. Employees would benefit from an improved quality of life and a simplified method for exercising seniority.

Article VI – Automated Bid Scheduling

- A. Daily preference boards will be retained and unmodified at locations where they currently exist.
- B. All vacancies, including pool and extra board positions which are newly created or become vacant, will be filled by the senior trainperson with an application on file with Crew Management.
- C. 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.
- D. 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.
- E. 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 one (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 (2) hours or more;
 - 2. Any change to 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 change.
- F. 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 filed.

- 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 location
 - 2. Displace the junior trainperson at 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 next closest location via highway miles that failed to exercise their seniority within 24 hours (EA/LB).
 - 3. Junior trainperson at closest terminal via highway miles with excess of manpower.
 - 4. The most junior trainperson in the hub or zone.
- K. Trainpersons forced to a position in accordance with Sections I and J above will be allowed travel time and lodging as follows:
 - 1. None if the position is 0-100 miles from their previous assignment.
 - 2. 24 hours travel time and lodging if the position is 101-200 miles from their previous assignment.
 - 3. 48 hours and lodging if the position is more than 201 miles or more from 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 or lodging. In these cases, the General Chairperson and the Director of

Crew Management may mutually agree to permit travel time and lodging beyond the limitations outlined in Section K.

- L. Any existing agreement provisions allowing for "temping" or "oldheading" of vacancies will remain intact. Employees will be permitted to "pass-up" or "give-up" their assignment once every thirty (30) days.
- M. 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 days begin, if applicable.

Example: An extra board employee has Fri/Sat off days and is called to protect a six (6) day local assignment with Sunday as the off day. They will remain on the assignment through Thursday and then will be released upon tie up to observe their rest days.

- N. 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 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, 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. Nothing prohibits trainpersons from accepting notification during such unavailability period.
- O. When a trainperson is displacing to a pool, they must place to an open turn; if none, they must displace the junior trainperson and will assume the rest days of the position. 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.
- P. At any location where separate road and yard extra board(s) exist, the following will apply:
 - 1. The road extra board(s) will remain the primary source of supply for road vacancies, and the yard extra board will remain the primary source of supply for yard vacancies.

2. In the event the yard extra board is exhausted, the following call order will apply:
 - a. Regularly assigned yard employees on rest days who have requested extra work will be called in seniority order and must accept the call for service. Should an employee miss a call for service under this provision, they will not be subject to discipline, but will be removed from the call list for thirty (30) days. Employees who work extra on their assigned days off will be compensated the rate of the assignment at time and one half for each tour of duty.
 - b. Yard extra board employees observing rest days who have requested extra work will be called in seniority order and must accept the call for service. Should an employee miss a call for service under this provision, they will not be subject to discipline but will be removed from the extra work list for thirty (30) days. Employees who work extra on their assigned days off will be compensated time and one half for each tour of duty. Such earnings will be paid over and above guarantee.
 - c. Should a specific road extra board have a call list of employees for supplemental work, the first-out rested employee who has requested to be called for extra work will be called for service and must accept the call. Such earnings will be paid over and above the guarantee.
 - d. If there are no rested employees who have requested to be called for extra work, the first-out rested employee on the road extra board at the same terminal must accept the call. Such earnings will be paid over and above the guarantee.
3. In the event the road extra board(s) is exhausted, the following call order will apply:
 - a. Should a specific yard extra board have a call list of employees for supplemental work, the first-out rested employee who has requested to be called for extra work will be called for service and must accept the call. Such earnings will be paid over and above the guarantee.
 - b. If there are no rested employees who have requested to be called for extra work, the first-out rested employee on the yard extra board must accept the call.
4. When an employee on the road extra board is called to fill a yard vacancy, they will be allowed the difference in pay, if any, between the road assignment missed and the yard assignment worked, and the make whole pay or earnings will be paid over and above the guarantee.
5. When an employee on the yard extra board is called to fill a road vacancy, they will be compensated for the position worked and will convert to the applicable road guarantee rate of pay for the entire pay period in which the on-duty time of the outbound trip at the home terminal occurred.

- Q. After exhausting the steps listed above, if there is no other rested and available employee, Carrier may call the first-out rested employee from pool freight to fill the vacancy. A pool freight employee who is called for such irregular service will be made whole for all lost earnings. Upon tie up, the employee will be placed at the foot of the pool board and the irregular start will not be included in the pool freight regulation factor.

NOTE: If a pool is utilized for vacancies other than pool more than four (4) times in a weekly regulation period, Carrier must add a position to the protecting extra board. It is not the intent of this provision for pool employees to be used for work outside of the pool, but is intended to meet operational needs during exigent circumstances. Exigent circumstances will be defined as (1) a derailment or other accident necessitating immediate action to protect persons or property, or (2) fire, storm, flood, and/or other similar circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.

- R. At locations where no extra board currently exists, the Carrier may establish a new road, new yard, or new combination road/yard extra board(s), with thirty (30) days' written notice. The parties will have thirty (30) days to set reasonable terms for the new extra board(s) based on similar boards. Additionally, the Carrier will not force employees from an existing source of supply to provide manpower for these extra boards unless excess manpower exists.
- S. No changes will be made to existing pools, extra boards, and supplemental extra boards that were established under the controlling Crew Consist and/or the DFW/San Antonio/Longview and Houston Hub Merger Implementing Agreements on the T&P and IGN properties. This includes, but is not limited to: pay elements; board regulation; establishment/combining/abolishment of road, yard, road/yard combination and/or supplemental extra boards, and the regulation thereof.
- T. Effective January 1, 2026, employees assigned vacation under the jurisdiction of SMART-TD will be allowed to select one week to float as single days. Regularly scheduled weeks of vacation designated as single days will be drawn from prior to the use of the float week. Employees with unused float days on August 1st must schedule the unused days in the prearranged system by August 15th. Unused days not scheduled by August 15th will be banked in accordance with the provisions of Article II, A of the August 1, 2023, Time Off for Illness and Wellness Agreement between Union Pacific Railroad and SMART-TD.

Note 1: The designated float week will be excluded from the number of total vacation weeks to be assigned in each vacation grouping and, as such, will not be included in the parameter allotment nor scheduled. The local chairperson must advise Crew Management Systems (CMS) of the number of "float" weeks requested in their respective vacation grouping, as well as the names of the individuals designating same, before the parameters are set.

NOTE 2: Where the term "local chairperson" is referenced in this section, that is understood to mean the local chairperson or their designee.

- U. All employees assigned vacation under the jurisdiction of SMART-TD will be allowed to designate up to four weeks as single days.

- V. Scheduled single weeks of vacation that are exhausted prior to the scheduled date may be backfilled.
- W. Effective January 1, 2026, employees in all classes of service under the jurisdiction of SMART-TD will be allowed to advance or defer their vacations to commence on the day following their final trip or scheduled work week. Employees will also be allowed to extend their vacation in unpaid status for up to seventy-two (72) hours.¹⁵ Such unpaid extensions will not be subject to discipline or be counted against the employee's attendance record.

III. Article VII: Pools and Extra Board

The Organization proposes the following provisions that outline the operational framework for pool freight, emphasizing that all pool freight will be self-supporting, protecting pool freight vacancies only, and operate on a first-in/first-out basis. Regulation will be based on starts, taking the length of the run into consideration, as specified in Article VII. The rules for scheduling prearranged days off and trading turns are concise, ensuring employees can manage their time effectively without causing disruption to operations or incurring any extra expense to the Carrier.

Article VII (a) of Public Law No. 117-216 contains two provisions that specifically address how pool freight may be modified. Item (1) states: "*Pools will be converted to a system under which pool vacancies are primarily protected within the pool.*" The Organization's proposal strictly adheres to this language by converting pool freight to a self-supporting system where pools primarily protect vacancies within the pool and extra boards serve as a secondary source of protecting vacancies. The Carrier's desire to incorporate irregular service vacancies into pool freight is not contained in the plain language of Article VII (a) (1) and should be dismissed as outside the scope of Public Law No. 117-216.

¹⁵ Extending vacations in this manner is currently allowed under existing agreements. The Organizations seeks to retain this provision.

Operating pools on a first in/first out basis and increasing the minimum layoff thresholds in the prearranged layoff system (PALS) were both items the parties generally agreed upon. The parties agreed on first in/first out provisions¹⁶, but disagreed on the amount of increase to minimum thresholds for the prearranged layoff system for pools and extra boards.

The Carrier proposed a floating percentage for the prearranged system that constantly changed/adjusted to accommodate for the non-paid days off employees would receive under its Article V proposal. The Organization reviewed the data and calculated a minimum increase of 20% for pool freight boards and 15% for extra boards would be necessary to promote a positive change for employees.¹⁷ A larger increase is necessary for pool freight boards as more employees utilize single days of vacation instead of solid blocks due to the nature of the assignment.¹⁸

Both parties agree that a trade turn provision should be included, but have proposed different approaches. The Carrier proposes to limit employees to twelve trades per year and restrict such trades to non-guaranteed pool freight only. The Organization values this provision for employees on all pool freight and extra boards,

¹⁶ First in/first out refers to a system of board rotation where employees are placed on the bottom of a board at the conclusion of their shift and work their way up the board as those ahead of them get called to work.

¹⁷ For example, an extra board with 20 employees that has a minimum threshold of 4% allows .8 or 1 employee to observe compensated time off each day. Increasing the threshold to 15% would allow 3 employees to observe compensated time off each day. It should be noted that it is impossible for this minimum threshold to be maximized by employees every day of the year. For instance, if the average number of compensated days off for employees on the board was 31 per employee (3 weeks of vacation or 21 days, plus 4 personal leave days, plus 5 paid sick days and 1 additional day), or 620 total days per year, and they all observed single day increments, an average of 1.7 employees would be off per day throughout the year. In real world application, there will be high demand days where 3 employees would schedule compensated days and low demand days where zero employees would be scheduled.

¹⁸ Erratic call times and being away from home at the far terminal make it necessary for pool freight employees to use 2-3 single vacation days, personal leave days, or paid sick days to attend appointments for personal business.

as it provides adequate flexibility for employees to handle personal business without marking off and ensures the Carrier has manpower available to meet operational demands. Concerns over employees potentially using this provision to exploit guarantees were addressed in the Organization's proposal. Both employees involved in the trade are required to perform service after the trade is completed, and those who do not have their guarantee reduced.

Regarding the regulation of pool freight boards, both parties agree to a start-based method that includes look-behind and look-ahead factors. The Carrier's proposal does not consider the length of runs, as specified by Article VII, (b), (1), and will result in reduction of pool freight employees' earnings. The Organization has thoroughly evaluated the length of runs and the starts generated under existing mileage-based regulation provisions. The table listed below would not place any employee in a worse position but would maintain or increase their future earning potential. This would lead to increased productivity for several pool freight boards compared to the current agreement provisions, translating to additional efficiencies and savings to the Carrier.

The following proposed terms from the Organization comply with Article VII and are intended to improve the quality of life for all road service employees. It offers the Carrier increased efficiencies as outlined in the Article, along with a system that is more cost-effective to administer and simpler to manage.

Article VII – Pools and Extra Board

- A. All pool freight will be self-supporting and operate on a first in/first out basis at the home and away-from-home terminals, 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. Pool turns will protect pool freight only as outlined below. Hours of service relief, turnaround service, work train service, locals, etc., will be protected by the protecting extra board.

- B. When the owner of a pool turn lays off, either in compensated or non-compensated status, their turn will be removed from the board at time of layoff. Upon markup, the turn will be placed at the foot of the board and work up the board in the normal board order. Pool turn employees observing mandatory rest (RSIA) will rotate up the board and remain first out until rested.
- C. When a pool board is exhausted, a made-up turn will be added to the board at the home terminal. The made-up turn will take its turn to the away-from-home terminal and be removed from the pool upon tie-up at the home terminal. The made-up turn will be filled with an employee from the protecting extra board at the pool board location. The starts of all made-up turn(s) will be factored into the regulation of the pool in which the made-up turn was utilized.
- D. If there are no rested and available extra board employees at the call time of the made-up turn, the first out rested and available trainperson from a different pool at the same location may be used on the made-up turn. Trainpersons used in such manner will be made whole by the allowance of the earnings or the earnings of their regular assignment, whichever is greater. Employees will be placed at the foot of their assigned board upon tie up from the made-up turn. The starts of all made-up turn(s) will be factored into the regulation of the pool in which the made-up turn was utilized.
 - 1) If a pool is utilized to fill vacancies on a different pool more than four (4) starts in a weekly regulation period, the Carrier must add one (1) position to the protecting extra board for the entirety of the following regulation cycle.
- E. All prearranged layoff system (PALS) thresholds for compensated time off (vacation and personal leave) will be increased to no less than twenty percent (20%) of each respective pool freight board per day and fifteen percent (15%) for each guaranteed extra board per day.
 - 1) Employees will have the ability to schedule prearranged days six (6) months in advance but no later than the Sunday before the regulation date to observe a prearranged day the following week. Once scheduled, days cannot be taken away or denied by the Carrier.
 - 2) Employee cancellation of prearranged days must be no later than Sunday prior to regulation day.
 - 3) The Carrier will provide the respective General Chairperson with a monthly report listing the layoff threshold for each pool freight and extra board in their territory. The General Chairpersons and Local Chairpersons will be provided with administrative access to Carrier's prearranged system to the extent they may view the scheduled prearranged days on each board.
- F. It is agreed that all prescheduled/preapproved personal leave days and vacation (both weekly and single day) will begin at 9:00 a.m. and end at 8:59 a.m.
 - 1) Trainpersons will be allowed to advance or defer their prearranged/preapproved days up to sixteen (16) hours.
- G. To increase employee work schedule flexibility, trainpersons in OK status or who are observing required (RSIA) rest on the same board may elect to swap positions/turns utilizing the following process:

- 1) Trainpersons who are interested in potential turn swap opportunities must "opt-in" via the applicable electronic system.
 - 2) Utilizing the "Turn Swap" tool in the applicable electronic system, a trainperson may select the trainperson with whom they want to swap board positions.
 - 3) Only one swap request is permitted at any time.
 - 4) The trainperson must select the trainperson they wish to swap turns with and a period of 10, 20, or 30 minutes for the request to be responded to.
 - 5) Once the request is submitted, the Carrier will present the swap offer to the selected trainperson. The offer will be available for the period selected. If no action is taken, the request will automatically be denied, and the trainperson may submit a new request.
 - 6) If the receiving trainperson declines, the Carrier will notify the requestor that the swap was rejected. At this point, the trainperson may submit a new request.
 - 7) If the request is accepted, the Carrier will swap board positions and notify both trainpersons of the swap. This move will permanently switch board positions, and there will be no restoration of turns.
 - 8) Moving up the board via turn swap will not be available for trainpersons who have a preapproved layoff scheduled within 24 hours.
 - 9) Trainpersons may only utilize the swap turn function once between working trips/starts.
 - 10) Trainpersons who utilize turn swap and subsequently layoff, excluding bona fide/provable emergencies or medical reason(s), will be shown as "laid off on call," and handled in accordance with the Carrier's attendance policy.
 - 11) Trainpersons who swap turns will be paid for the service performed, in accordance with the rules cited herein.
 - 12) Trainpersons who utilize the turn swap option will not have their guarantee reduced in any manner.
- H. Beginning the effective date of this Agreement, non-guaranteed pool freight service will be regulated monthly 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

- I. The determined monthly starts target set forth in the table may be modified by mutual agreement.
- J. 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, 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). Resulting fractions will be rounded down unless mutually agreed upon by CMS and the General Chairperson or their designee (i.e., Local Chairperson).

NOTE: The General Chairperson or their designee (i.e., Local Chairperson) and CMS may mutually agree to adjust the "look ahead" factor outside of the parameters on a temporary basis when abnormal fluctuations occur to prearranged days. Such adjustments will not occur more than two (2) adjustment cycles in a row.

- K. 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. When mid-range adjustment is the objective, 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 (i.e., 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, EOD, etc.) in the seven (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 (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.

- L. A start is defined as any outbound start made in a pool (from the home or away-from-home terminal), including deadhead, turnaround trips, etc., made by either a pool turn, or make-up turn in a pool.
- M. To ensure successful application of this provision, within three (3) months of the implementation of this provision, and annually thereafter, the monthly start regulation range of a specific pool will be reviewed by the parties to ensure the following:

1. The method meets operational obligations in comparison with current/previous mileage agreements used for pool freight regulation.
 2. Achieves manpower stability to prevent cross utilization of pools and use of made-up turns.
 3. Provides pool employees sufficient home cycle time between trips in comparison to current/previous mileage agreements used for pool freight regulation.
 4. Ensures earnings are no less than what can be achieved through the respective mileage agreements in place at the time the agreement is made effective.
- N. All pool and extra board adjustments will be made every Wednesday at 12:00 PM CST. Carrier may add turns to extra boards on any day of the week with mutual concurrence from the governing SMART-TD Local or General Chairperson but may only cut extra board positions on Wednesday.
- O. Due to an abnormal influx (or absence) of traffic operating over a particular pool's run, the parties may elect to use a ten (10) day check period (look-back) to minimize the long-term effect of the traffic variability. Should this occur, the parties may mutually agree to use a multiplier of up to 3.0 versus 1.5.

IV. Ready Work Board

The implementation of a Ready Work Board would allocate positions for employees who were involuntarily furloughed due to the implementation of Articles V-VII¹⁹, while also offering the Carrier the "buffer board" it consistently pursued during formal negotiations. The Carrier's lack of opposition to this provision throughout the entire arbitration process, and its verbal commitment to not furlough during the hearing, indicates this provision would not incur any cost to the Carrier and should be adopted by the Board.

The following terms and conditions would govern the implementation of a Ready Work Board (Buffer Board).

Ready Work Board

- A. The number of ready work board protected positions (referred to as "slots") will be equivalent to the total number of all extra board positions (yard and road) at each location on the date of this agreement.

¹⁹ Ready work boards positions would reflect the number of employees assigned to extra boards at each location, ensuring positions would exist for employees who may be adversely affected due to reductions on extra boards and pool freight boards.

- B. An equal number of employees involuntarily furloughed thirty (30) days prior to, and up to thirty (30) years following the implementation of Articles V-VII of Public Law 117-216, and with a seniority date prior to the date of this agreement, may fill slots established in Section A in seniority order. When positions are needed on the Ready Work Board, slots will be filled through application first, followed by trainpersons who would otherwise be furloughed, in seniority order. Employees who are furloughed or whose service is not needed at another location within their seniority territory after the implementation of Articles V-VII will be placed on this ready work board in seniority order, after active employees who submit application.
 - 1. Employees awarded a position to the Ready Work Board must remain on the board for a minimum of 120 days and may not be displaced, unless a more senior employee is reduced and would otherwise be furloughed or removed from the board upon recall by the Carrier.
 - 2. Employees awarded a position to the Ready Work Board that bid off after the 120-day minimum, will not be allowed to place on a subsequent Ready Work Board position until after working 120 days in active service, unless they are the junior employee subject to furlough.
- C. Such employees will receive 85% of the brakeman's guarantee rate (XK board), subject to general wage increases and cost of living increases until recalled.
- D. Employees on the Ready Work Board retain the right to lay off, use personal leave, and take scheduled vacations as provided for in current agreement rules. Personal leave and vacation pay will offset guarantee. Employees laying off for other than paid absence will have their Ready Work Board guarantee pay reduced for each 24-hour period they are laid off.
- E. Employees on Ready Work Boards must maintain their work certifications and/or proficiencies while in such status, by successfully completing any retraining or refresher programs required of active employees to maintain those proficiencies which may include the passing of tests or examinations (including physical examinations) to receive this guarantee.
- F. Employees assigned to a Ready Work Board may be called to fill vacancies once all vacancy procedures have been exhausted.
- G. At noon each day, the first out employee assigned to this board will be placed at the bottom of the board.
- H. Trainmen assigned to this Ready Work Board will not be eligible for placement to AWTS, CRTB, or other similar boards.
- I. Trainmen assigned to the Ready Work Board are subject to recall in reverse seniority order and must accept recall within (48) hours of notification. This board will be recalled ahead of trainmen assigned to AWTS, CRTB, or other similar boards.
 - 1. In the event an employee 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 employee's personal file in CMTS, one

time each and leaving a message if possible. Such attempts will be documented in the employee's work history, as well as CMS' placing an electronic message in the employee's CMTS screen or portal. To satisfy this requirement, it will not be necessary for CMS to speak directly to the employee, for CMS to receive a call back from the employee, or for CMS to receive the employee's acknowledgment.

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

2. Should an employee not report within 48 hours, protective benefits will stop, and he or she will be furloughed.
 - a. The first time an employee fails to report in accordance with Section 2 above, the employee will not be recalled until all employees assigned to the Ready Work Board have been recalled.
 - b. If an employee fails to report in accordance with Section 2 above for a second time, the employee will forfeit any rights to the Ready Work Board.
 - c. If any dispute arises regarding this Section I, it will be addressed between the General Chairperson and Director of Labor Relations.
- J. Ready Work Board payments will be considered as compensable service in determining the compensation due for vacation in succeeding years. Time spent on a ready work board will not count toward determining whether the employee is eligible for vacation in succeeding years but will count in determining the length of vacation to which an employee, otherwise eligible, is entitled. If an employee assigned to a Ready Work Board fills a vacancy in accordance with Section F, the miles earned from working that vacancy will count toward vacation eligibility the following year.
- K. Employees on the Ready Work Board are covered by Health and Welfare Plans, Union Shop, Dues Checkoff, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
- L. The wage protection identified in this Article may be suspended by Carrier upon an act of God, war, or other unforeseeable event that suspends Carrier's operations in whole or part for more than a 30-calendar day period.

V. General Provisions

The remaining two provisions are proposed by the Organization for clarification purposes to ensure that the parties understand what is modified through the award. This would limit any future disputes over the application of the award. The proposed general provisions are as follows.

General Provisions

- A. The Automatic Mark-Up Interpretation dated August 20, 2002, and corresponding Side Letters remain intact and unaffected by the terms and conditions of this Agreement.
- B. 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.

Conclusion

The Organization's final proposal, in compliance with the Preliminary Findings, concedes \$220M in non-jurisdictional items.²⁰ Each portion of the Organization's proposal presents savings to Carrier both financially and in earned efficiencies. The breakdown of the costing for each Article the Organization proposes is as follows.

Article V as proposed by the Organization presents costs to the Carrier in increased pool freight board staffing and savings to the Carrier in reductions to road extra boards. Ultimately, the immense efficiencies gained by the Carrier in addition to cost savings acquired through extra board reductions give the Carrier an advantage in both industrial competition and in quid pro quo with the Organization.

- The 6/3 self-supporting pool model would require an overall increase of 658 employees (about 25%, from 2,633 to 3,291 employees) with a representative cost of \$132M.
- The Carrier's savings (as presented by the Organization at SBA) are found in their ability to reduce extra board and supplemental board staffing by 60% upon implementation of self-supporting pool freight. This results in a reduction of 1,192 employees and representative savings of \$251M.
- Most of the employees who are reduced from the extra board would be absorbed into pool freight service. Those who are not would remain on the extra board to protect the voluntary rest days (783 extra board employees increased by 172 (22%) to 955 extra board employees). The shifting of employees between extra

²⁰ Carrier Exhibit #6. EDO's \$4.3M, Vacation \$3.9M, Personal Leave Days \$16.6M, Step Rates \$17.6M, Held-Away \$30M, Bereavement \$200K, Away-From-Home-Terminal Meals \$3.1M, Differential Pay \$39.9M, Overtime after 8 hours \$67.4M, 65-Mile Payment \$900K, Delayed Lodging \$75K, RCL and Cert Pay \$35.4M.

boards and pool freight would simply alter where the Carrier allocates its monies as the overall employee base would remain relatively even system wide.

- Once the balancing between extra boards and pools is completed, the Carrier will see a net loss of 362 employees, equating to a savings of \$50M.

Article VI as proposed by the Organization presents minimal cost to the Carrier but greatly enhances the employee's quality of life.

- Costs of lodging for employees forced from their home terminal are negligible, as the Carrier was disinclined to include such in its prior cost analyses.
- In a workplace where seniority-based vacations are axiomatic, the option of a float-week would be cost neutral to the Carrier, as it would continue to have an expectation that dates to be observed would remain spread across the year (when senior employee observes days early in the year, junior employee fills their slot later in the year). Carrier estimated a cost of only \$169,000 to this provision.
- Carrier estimated a cost of \$1.35M to the provision that allows employees to utilize a fourth week of vacation as single days. This is a specious argument as whether the vacation dates are taken singly or in a block, manpower will be available to protect in a new self-protecting world. Additionally, the number of vacation days an employee observes does not increase, thus keeping the manpower needed to protect vacation vacancies static.

Article VII as proposed by the Organization provides further efficiencies and savings to Carrier.

- The ready-work board provision, which already exists on some properties, was never argued against nor costed by Carrier and has no impact on the quid pro quo.
- The turn-swap provision presents no cost as the employee needed to work would still be available and the replaced employee would remain available without marking off.

- Expanding the preapproved layoff system would result in cost savings, as noted by Carrier in its submission to the Board.²¹ Distributing an employee's compensated time off throughout the year benefits both parties.

The Organization requests that the Board adopt its proposal, as it offers an equitable exchange between the parties and aligns with the Board's mandates. Employees' existing rights would be safeguarded, and they would experience an enhanced quality of life over what currently exists today. The Carrier would obtain approximately \$48.4 million in annual savings, achieve the numerous administrative efficiencies it sought, and have a stable workforce capable of fulfilling operational requirements both presently and in the future.

Respectfully submitted,

Roy Davis

Roy Davis
General Chairperson
GO-577

Luke Edington

Luke Edington
General Chairperson
GO-953

Todd Campbell

Todd Campbell
General Chairperson
GO-887

Scott Chelette

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GO-927

Joe Cornelius Jr.

Joe Cornelius Jr.
General Chairperson
GO-569

Date: May 13, 2025

²¹ Carrier Exhibit #6.

SMART Transportation Division – Application of Articles V, VI and VII

Article V: Scheduled Days Off – Pool Freight and Extra Boards

- A. The work/rest schedule for all pool freight boards will be six (6) workdays or available for workdays, followed by three (3) voluntary rest days (6/3).
- B. All non-guaranteed pool freight boards will be guaranteed at the target starts for their pool on a bimonthly basis (per pay period). Guarantee rates will be calculated by multiplying the mid-range monthly start target of the pool by the trip rate of the pool, then dividing by two. Observance of voluntary rest days will not result in deduction of guarantee or count as an occurrence towards forfeiture rules. Bonus day payments, as they currently exist in guaranteed pool freight, will also apply.

Note 1: Once rates are established under B., future general wage increases will be applied to the rate in the same manner as general wage increases are applied to existing guaranteed extra boards.

Note 2: Existing extra board guarantee rules will apply to pool freight boards at each location unless otherwise specified herein.

- C. Guaranteed pool freight boards will retain current guarantee rates and bonus day payments. Observance of voluntary rest days will not result in deduction of guarantee, forfeiture of bonus day or be counted towards an occurrence towards forfeiture rules.
- D. The work/rest schedule for all road extra boards (including combination boards that protect yard and road service) will be five (5) workdays or available for workdays followed by two (2) voluntary rest days (5/2). Observance of voluntary rest days will not result in deduction of guarantee, forfeiture of bonus day payments, or count as an occurrence towards forfeiture rules.
- E. Other work/rest schedules may be mutually agreed upon.

Article VI – Automated Bid Scheduling

- A. Daily preference boards will be retained and unmodified at locations where they currently exist.
- B. All vacancies, including pool and extra board positions which are newly created or become vacant, will be filled by the senior trainperson with an application on file with Crew Management.
- C. 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.

- D. 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.
- E. 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 one (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 (2) hours or more;
- 2. Any change to 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 change.

- F. 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 filed.
- 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 location
 - 2. Displace the junior trainperson at 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 next closest location via highway miles that failed to exercise their seniority within 24 hours (EA/LB).
 3. Junior trainperson at closest terminal via highway miles with excess of manpower.
 4. The most junior trainperson in the hub or zone.
- K. Trainpersons forced to a position in accordance with Sections I and J above will be allowed travel time and lodging as follows:
1. None if the position is 0-100 miles from their previous assignment.
 2. 24 hours travel time and lodging if the position is 101-200 miles from their previous assignment.
 3. 48 hours and lodging if the position is more than 201 miles or more from 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 or lodging. In these cases, the General Chairperson and the Director of Crew Management may mutually agree to permit travel time and lodging beyond the limitations outlined in Section K.

- L. Any existing agreement provisions allowing for "temping" or "oldheading" of vacancies will remain intact. Employees will be permitted to "pass-up" or "give-up" their assignment once every thirty (30) days.
- M. 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 days begin, if applicable.

Example: An extra board employee has Fri/Sat off days and is called to protect a six (6) day local assignment with Sunday as the off day. They will remain on the assignment through Thursday and then will be released upon tie up to observe their rest days.

- N. 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 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, 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. Nothing prohibits trainpersons from accepting notification during such unavailability period.
- O. When a trainperson is displacing to a pool, they must place to an open turn; if none, they must displace the junior trainperson and will assume the rest days of the position. 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.
- P. At any location where separate road and yard extra board(s) exist, the following will apply:
1. The road extra board(s) will remain the primary source of supply for road vacancies, and the yard extra board will remain the primary source of supply for yard vacancies.
 2. In the event the yard extra board is exhausted, the following call order will apply:
 - a. Regularly assigned yard employees on rest days who have requested extra work will be called in seniority order and must accept the call for service. Should an employee miss a call for service under this provision, they will not be subject to discipline, but will be removed from the call list for thirty (30) days. Employees who work extra on their assigned days off will be compensated the rate of the assignment at time and one half for each tour of duty.
 - b. Yard extra board employees observing rest days who have requested extra work will be called in seniority order and must accept the call for service. Should an employee miss a call for service under this provision, they will not be subject to discipline but will be removed from the extra work list for thirty (30) days. Employees who work extra on their assigned days off will be compensated time and one half for each tour of duty. Such earnings will be paid over and above guarantee.
 - c. Should a specific road extra board have a call list of employees for supplemental work, the first-out rested employee who has requested to be called for extra work will be called for service and must accept the call. Such earnings will be paid over and above the guarantee.
 - d. If there are no rested employees who have requested to be called for extra work, the first-out rested employee on the road extra board at the same

terminal must accept the call. Such earnings will be paid over and above the guarantee.

3. In the event the road extra board(s) is exhausted, the following call order will apply:
 - a. Should a specific yard extra board have a call list of employees for supplemental work, the first-out rested employee who has requested to be called for extra work will be called for service and must accept the call. Such earnings will be paid over and above the guarantee.
 - b. If there are no rested employees who have requested to be called for extra work, the first-out rested employee on the yard extra board must accept the call.
 4. When an employee on the road extra board is called to fill a yard vacancy, they will be allowed the difference in pay, if any, between the road assignment missed and the yard assignment worked, and the make whole pay or earnings will be paid over and above the guarantee.
 5. When an employee on the yard extra board is called to fill a road vacancy, they will be compensated for the position worked and will convert to the applicable road guarantee rate of pay for the entire pay period in which the on-duty time of the outbound trip at the home terminal occurred.
- Q. After exhausting the steps listed above, if there is no other rested and available employee, Carrier may call the first-out rested employee from pool freight to fill the vacancy. A pool freight employee who is called for such irregular service will be made whole for all lost earnings. Upon tie up, the employee will be placed at the foot of the pool board and the irregular start will not be included in the pool freight regulation factor.
- NOTE: If a pool is utilized for vacancies other than pool more than four (4) times in a weekly regulation period, Carrier must add a position to the protecting extra board. It is not the intent of this provision for pool employees to be used for work outside of the pool, but is intended to meet operational needs during exigent circumstances. Exigent circumstances will be defined as (1) a derailment or other accident necessitating immediate action to protect persons or property, or (2) fire, storm, flood, and/or other similar circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
- R. At locations where no extra board currently exists, the Carrier may establish a new road, new yard, or new combination road/yard extra board(s), with thirty (30) days' written notice. The parties will have thirty (30) days to set reasonable terms for the new extra board(s) based on similar boards. Additionally, the Carrier will not force employees from an existing source of supply to provide manpower for these extra boards unless excess manpower exists.
 - S. No changes will be made to existing pools, extra boards, and supplemental extra boards that were established under the controlling Crew Consist and/or the DFW/San Antonio/Longview and Houston Hub Merger Implementing Agreements on the T&P and

IGN properties. This includes, but is not limited to: pay elements; board regulation; establishment/combining/abolishment of road, yard, road/yard combination and/or supplemental extra boards, and the regulation thereof.

- T. Effective January 1, 2026, employees assigned vacation under the jurisdiction of SMART-TD will be allowed to select one week to float as single days. Regularly scheduled weeks of vacation designated as single days will be drawn from prior to the use of the float week. Employees with unused float days on August 1st must schedule the unused days in the prearranged system by August 15th. Unused days not scheduled by August 15th will be banked in accordance with the provisions of Article II, A of the August 1, 2023, Time Off for Illness and Wellness Agreement between Union Pacific Railroad and SMART-TD.

Note 1: The designated float week will be excluded from the number of total vacation weeks to be assigned in each vacation grouping and, as such, will not be included in the parameter allotment nor scheduled. The local chairperson must advise Crew Management Systems (CMS) of the number of "float" weeks requested in their respective vacation grouping, as well as the names of the individuals designating same, before the parameters are set.

NOTE 2: Where the term "local chairperson" is referenced in this section, that is understood to mean the local chairperson or their designee.

- U. All employees assigned vacation under the jurisdiction of SMART-TD will be allowed to designate up to four weeks as single days.
- V. Scheduled single weeks of vacation that are exhausted prior to the scheduled date may be backfilled.
- W. Effective January 1, 2026, employees in all classes of service under the jurisdiction of SMART-TD will be allowed to advance or defer their vacations to commence on the day following their final trip or scheduled work week. Employees will also be allowed to extend their vacation in unpaid status for up to seventy-two (72) hours. Such unpaid extensions will not be subject to discipline or be counted against the employee's attendance record.

Article VII – Pools and Extra Board

- A. All pool freight will be self-supporting and operate on a first in/first out basis at the home and away-from-home terminals, 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. Pool turns will protect pool freight only as outlined below. Hours of service relief, turnaround service, work train service, locals, etc., will be protected by the protecting extra board.
- B. When the owner of a pool turn lays off, either in compensated or non-compensated status, their turn will be removed from the board at time of layoff. Upon markup, the turn will be placed at the foot of the board and work up the board in the normal board order. Pool turn employees observing mandatory rest (RSIA) will rotate up the board and remain first out until rested.

- C. When a pool board is exhausted, a made-up turn will be added to the board at the home terminal. The made-up turn will take its turn to the away-from-home terminal and be removed from the pool upon tie-up at the home terminal. The made-up turn will be filled with an employee from the protecting extra board at the pool board location. The starts of all made-up turn(s) will be factored into the regulation of the pool in which the made-up turn was utilized.
- D. If there are no rested and available extra board employees at the call time of the made-up turn, the first out rested and available trainperson from a different pool at the same location may be used on the made-up turn. Trainpersons used in such manner will be made whole by the allowance of the earnings or the earnings of their regular assignment, whichever is greater. Employees will be placed at the foot of their assigned board upon tie up from the made-up turn. The starts of all made-up turn(s) will be factored into the regulation of the pool in which the made-up turn was utilized.
 - 1) If a pool is utilized to fill vacancies on a different pool more than four (4) starts in a weekly regulation period, the Carrier must add one (1) position to the protecting extra board for the entirety of the following regulation cycle.
- E. All prearranged layoff system (PALS) thresholds for compensated time off (vacation and personal leave) will be increased to no less than twenty percent (20%) of each respective pool freight board per day and fifteen percent (15%) for each guaranteed extra board per day.
 - 1) Employees will have the ability to schedule prearranged days six (6) months in advance but no later than the Sunday before the regulation date to observe a prearranged day the following week. Once scheduled, days cannot be taken away or denied by the Carrier.
 - 2) Employee cancellation of prearranged days must be no later than Sunday prior to regulation day.
 - 3) The Carrier will provide the respective General Chairperson with a monthly report listing the layoff threshold for each pool freight and extra board in their territory. The General Chairpersons and Local Chairpersons will be provided with administrative access to Carrier's prearranged system to the extent they may view the scheduled prearranged days on each board.
- F. It is agreed that all prescheduled/preapproved personal leave days and vacation (both weekly and single day) will begin at 9:00 a.m. and end at 8:59 a.m.
 - 1) Trainpersons will be allowed to advance or defer their prearranged/preapproved days up to sixteen (16) hours.
- G. To increase employee work schedule flexibility, trainpersons in OK status or who are observing required (RSIA) rest on the same board may elect to swap positions/turns utilizing the following process:
 - 1) Trainpersons who are interested in potential turn swap opportunities must "opt-in" via the applicable electronic system.

- 2) Utilizing the "Turn Swap" tool in the applicable electronic system, a trainperson may select the trainperson with whom they want to swap board positions.
 - 3) Only one swap request is permitted at any time.
 - 4) The trainperson must select the trainperson they wish to swap turns with and a period of 10, 20, or 30 minutes for the request to be responded to.
 - 5) Once the request is submitted, the Carrier will present the swap offer to the selected trainperson. The offer will be available for the period selected. If no action is taken, the request will automatically be denied, and the trainperson may submit a new request.
 - 6) If the receiving trainperson declines, the Carrier will notify the requestor that the swap was rejected. At this point, the trainperson may submit a new request.
 - 7) If the request is accepted, the Carrier will swap board positions and notify both trainpersons of the swap. This move will permanently switch board positions, and there will be no restoration of turns.
 - 8) Moving up the board via turn swap will not be available for trainpersons who have a preapproved layoff scheduled within 24 hours.
 - 9) Trainpersons may only utilize the swap turn function once between working trips/starts.
 - 10) Trainpersons who utilize turn swap and subsequently layoff, excluding bona fide/provable emergencies or medical reason(s), will be shown as "laid off on call," and handled in accordance with the Carrier's attendance policy.
 - 11) Trainpersons who swap turns will be paid for the service performed, in accordance with the rules cited herein.
 - 12) Trainpersons who utilize the turn swap option will not have their guarantee reduced in any manner.
- H. Beginning the effective date of this Agreement, non-guaranteed pool freight service will be regulated monthly 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

- I. The determined monthly starts target set forth in the table may be modified by mutual agreement.
- J. 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, 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). Resulting fractions will be rounded down unless mutually agreed upon by CMS and the General Chairperson or their designee (i.e., Local Chairperson).

NOTE: The General Chairperson or their designee (i.e., Local Chairperson) and CMS may mutually agree to adjust the "look ahead" factor outside of the parameters on a temporary basis when abnormal fluctuations occur to prearranged days. Such adjustments will not occur more than two (2) adjustment cycles in a row.

- K. 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. When mid-range adjustment is the objective, 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 (i.e., 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, EOD, etc.) in the seven (7) day look ahead.

224 x 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 (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.

- L. A start is defined as any outbound start made in a pool (from the home or away-from-home terminal), including deadhead, turnaround trips, etc., made by either a pool turn, or make-up turn in a pool.
- M. To ensure successful application of this provision, within three (3) months of the implementation of this provision, and annually thereafter, the monthly start regulation range of a specific pool will be reviewed by the parties to ensure the following:
 1. The method meets operational obligations in comparison with current/previous mileage agreements used for pool freight regulation.
 2. Achieves manpower stability to prevent cross utilization of pools and use of made-up turns.
 3. Provides pool employees sufficient home cycle time between trips in comparison to current/previous mileage agreements used for pool freight regulation.

4. Ensures earnings are no less than what can be achieved through the respective mileage agreements in place at the time the agreement is made effective.
- N. All pool and extra board adjustments will be made every Wednesday at 12:00 PM CST. Carrier may add turns to extra boards on any day of the week with mutual concurrence from the governing SMART-TD Local or General Chairperson but may only cut extra board positions on Wednesday.
- O. Due to an abnormal influx (or absence) of traffic operating over a particular pool's run, the parties may elect to use a ten (10) day check period (look-back) to minimize the long-term effect of the traffic variability. Should this occur, the parties may mutually agree to use a multiplier of up to 3.0 versus 1.5.

Ready Work Board

- A. The number of ready work board protected positions (referred to as "slots") will be equivalent to the total number of all extra board positions (yard and road) at each location on the date of this agreement.
- B. An equal number of employees involuntarily furloughed thirty (30) days prior to, and up to thirty (30) years following the implementation of Articles V-VII of Public Law 117-216, and with a seniority date prior to the date of this agreement, may fill slots established in Section A in seniority order. When positions are needed on the Ready Work Board, slots will be filled through application first, followed by trainpersons who would otherwise be furloughed, in seniority order. Employees who are furloughed or whose service is not needed at another location within their seniority territory after the implementation of Articles V-VII will be placed on this ready work board in seniority order, after active employees who submit application.
 1. Employees awarded a position to the Ready Work Board must remain on the board for a minimum of 120 days and may not be displaced, unless a more senior employee is reduced and would otherwise be furloughed or removed from the board upon recall by the Carrier.
 2. Employees awarded a position to the Ready Work Board that bid off after the 120-day minimum, will not be allowed to place on a subsequent Ready Work Board position until after working 120 days in active service, unless they are the junior employee subject to furlough.
- C. Such employees will receive 85% of the brakeman's guarantee rate (XK board), subject to general wage increases and cost of living increases until recalled.
- D. Employees on the Ready Work Board retain the right to lay off, use personal leave, and take scheduled vacations as provided for in current agreement rules. Personal leave and vacation pay will offset guarantee. Employees laying off for other than paid absence will have their Ready Work Board guarantee pay reduced for each 24-hour period they are laid off.
- E. Employees on Ready Work Boards must maintain their work certifications and/or proficiencies while in such status, by successfully completing any retraining or refresher programs required of active employees to maintain those proficiencies which

may include the passing of tests or examinations (including physical examinations) to receive this guarantee.

- F. Employees assigned to a Ready Work Board may be called to fill vacancies once all vacancy procedures have been exhausted.
- G. At noon each day, the first out employee assigned to this board will be placed at the bottom of the board.
- H. Trainmen assigned to this Ready Work Board will not be eligible for placement to AWTS, CRTB, or other similar boards.
- I. Trainmen assigned to the Ready Work Board are subject to recall in reverse seniority order and must accept recall within (48) hours of notification. This board will be recalled ahead of trainmen assigned to AWTS, CRTB, or other similar boards.
 - 1. In the event an employee 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 employee's personal file in CMTS, one time each and leaving a message if possible. Such attempts will be documented in the employee's work history, as well as CMS' placing an electronic message in the employee's CMTS screen or portal. To satisfy this requirement, it will not be necessary for CMS to speak directly to the employee, for CMS to receive a call back from the employee, or for CMS to receive the employee's acknowledgment.

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

- 2. Should an employee not report within 48 hours, protective benefits will stop, and he or she will be furloughed.
 - a. The first time an employee fails to report in accordance with Section 2 above, the employee will not be recalled until all employees assigned to the Ready Work Board have been recalled.
 - b. If an employee fails to report in accordance with Section 2 above for a second time, the employee will forfeit any rights to the Ready Work Board.
 - c. If any dispute arises regarding this Section I, it will be addressed between the General Chairperson and Director of Labor Relations.
- J. Ready Work Board payments will be considered as compensable service in determining the compensation due for vacation in succeeding years. Time spent on a ready work board will not count toward determining whether the employee is eligible for vacation in succeeding years but will count in determining the length of vacation to which an employee, otherwise eligible, is entitled. If an employee assigned to a Ready Work Board fills a vacancy in accordance with Section F, the miles earned from working that vacancy will count toward vacation eligibility the following year.

- K. Employees on the Ready Work Board are covered by Health and Welfare Plans, Union Shop, Dues Checkoff, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
- L. The wage protection identified in this Article may be suspended by Carrier upon an act of God, war, or other unforeseeable event that suspends Carrier's operations in whole or part for more than a 30-calendar day period.

General Provisions

- A. The Automatic Mark-Up Interpretation dated August 20, 2002, and corresponding Side Letters remain intact and unaffected by the terms and conditions of this Agreement.
- B. 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.