EXHIBIT 15

BEFORE AN INTEREST ARBITRATION BOARD

Between

Union Pacific Railroad Company

And Its Employees
Represented By
International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division

National Mediation Board Case No. 1208

CARRIER'S BEST AND FINAL PROPOSAL SUBMISSION

May 13, 2025

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INTRODUCTION

On March 17, 2025, the Arbitrator issued a preliminary order that provided guidance on the jurisdictional scope of the Board and encouraged the parties to continue discussions to attempt to reach a voluntary agreement within that scope. In the event that the parties were unable to reach a voluntary agreement, the parties were ordered to submit their respective best and final proposals that “adhere to the appropriate jurisdictional scope” of the Board and that “specifically address their compliance with the quid pro quo and workability mandates.” Voluntary discussions have failed to produce a voluntary agreement. Accordingly, Union Pacific presents its best and final proposal (BFP) that is consistent with the Arbitrator’s guidance and that moves closer to the Organization’s initial proposal presented in arbitration. See Exhibit 2.

PEB 250 contemplated a quid pro quo exchange involving the Organization’s proposal for voluntary scheduled rest days (Article V) in exchange for the Carrier’s proposals for a streamlined bidding process (Article VI) and operating efficiencies for pools and extra boards (Article V). The Carrier’s BFP falls within the jurisdictional scope of the Board and is workable and equitable. It adopts a modified version of the Organization’s default 4-1 voluntary rest day cycle for thru-freight pools and addresses some concerns raised by the Organization in connection with Articles VI and VII. See Exhibit 1 for a summary of proposal changes. The adoption of the 4-1 voluntary rest schedule (May) increases the cost compared to its initial arbitration proposal (January), but is an attempt by the Carrier to move closer to the Organization’s initial proposal presented in arbitration:

Union Pacific Proposals	January		May	
	Headcount	Cost	Headcount	Cost
Scheduled Rest [(1), (2)]	482	$16,559,868	593	$20,373,101
SMART Rest for Extra Board [(1)]	(11)	$1,506,749	(11)	$1,506,749
Enhanced Standing Bid	(11)	($377,661)	(11)	($377,661)
Displacement	(32)	($1,098,651)	(32)	($1,098,651)
Self Supporting Pools	(78)	($2,393,299)	(78)	($2,393,299)
Self Supporting Pool - Hours of Service Relief from Pool	0	($934,335)	0	($934,335)
Prearranged Layoffs at 5%(Jan) / 8% (May)	0	($1,339,066)	0	($2,140,398)
Abolish Extra Boards	(18)	($1,109,712)	(18)	($1,109,712)
Abolish Extra Boards - Supplemental	(83)	($8,318,215)	(83)	($8,318,215)
Union Pacific Proposal Total	250	$2,495,678	361	$5,507,580

(1) January costing included 5-1 scheduled voluntary rest day cycle for pool employees and May costing includes 4-1 schedule. Both January and May costing includes smart rest for extra board employees.

(2) Includes impact of shifting employees from extra board to pool to cover hours of service relief and prearranged layoffs. January costing reflects 60 employees shifted to the pool from extra board and May costing reflects 87 employees shifted to the pool.

The Carrier respectfully asks the Board to adopt its BFP regarding Articles V, VI, and VII of the National Agreement.

I. THE CARRIER'S ARTICLE V BFP PROVIDES FOR VOLUNTARY REST DAYS FOR EMPLOYEES WORKING IN THROUGH FREIGHT SERVICE.

Article V, which was adopted by PEB 250 for the Organization's benefit, introduces voluntary rest days for through freight employees working in pool or road extra board assignments. Voluntary rest days provide employees with the ability to choose when to work and when to take time off. But, they introduce uncertainty into the Carrier's operations and hiring needs and impose significant costs for the Carrier.

Although the Carrier would prefer to implement mandatory scheduled off days to provide certainty to hiring needs and day-to-day availability, the Carrier's initial Article V proposal provided a 5-1 ***voluntary*** work-rest schedule for pool employees and ***voluntary*** smart rest for extra boards. Unlike the Organization's initial Article V proposal, all elements of the Carrier's proposal fell within the Board's jurisdiction. See Carrier's Opening Submission, p. 40-44. Along with the Carrier's proposals on Articles VI and VII, the voluntary work-rest elements of the Carrier's initial Article V proposal were workable and equitable. Id. They provided employees with options to choose to observe rest days on a pool or choose to maximize earnings in extra board assignments.

Conversely, the Organization's initial Article V proposal significantly exceeded the Board's jurisdiction. See March 17 Preliminary Order. It was unworkable, inter alia, because it maintained maximum flexibility for SMART TD General Chairpersons to choose and change what rest schedule to implement and it maximized choice for thru-freight and non-thru -freight employees (in yard and local service) to observe rest days or work, while ignoring the havoc such a proposal would wreak on the Carrier's operations. Finally, in no way was it equitable. In addition to the overreaching compensation items excluded from the Board's jurisdiction, the Organization's initial proposal included pay rules that eliminated the value of any operating efficiencies afforded to the Carrier in Articles VI and VII, e.g., imposing a 65-mile payment where none exist today, creating additional pay elements surrounding regulation, and changing all payments that currently offset guarantee to payments over and above guarantee.

A. The Carrier Proposes a 4-1 Voluntary Rest Day Cycle for Pool Employees.

The Carrier's BFP adopts the voluntary rest schedule proposed by the Organization as its default schedule: a 4-1 voluntary rest day cycle for pool employees and option for a 5-1 voluntary rest day cycle for turn around pools. See SMART TD's Initial Proposal included in its Opening Submission (Organization's Initial Proposal), Article I.B.7, p. 87; Carrier's BFP, Art. V.A. [1] A 4-1 voluntary rest schedule – which is more costly for the Carrier – balances employees' ability to choose when they are off with the Carrier's need to protect service.[2] It is presumably workable, as it is what the Organization initially proposed. Scheduled rest days for all other assignments including extra board, yard, local, traveling switch engine service are excluded. The same methodology used to calculate the impact of scheduled rest days in

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[1] The Carrier's proposal does not adopt all elements of the Organization's Article I.B.7 provision. Specifically, employees who observe voluntary rest days may not extend rest days up to 16 hours (essentially a 4-2 schedule). Additionally, the Carrier's position is that any guaranteed earnings – whether in pools or extra boards – must be pro-rated to reflect observed rest days.

[2] As an additional safeguard, the Carrier's BFP includes a provision that would allow it to suspend rest days in in a narrowly tailored manner to address extraordinary service interruptions. See Carrier's BFP, Art. V.F.

Exhibit 42 to the Carrier's Reply Submission produces the following headcount and cost impact for a 4-1 voluntary rest schedule:

Union Pacific UP Proposal		Headcount						Financial				
		June / July '24 Headcount [5]	Work / Rest Model Available	Work / Rest Model Off	Rest Factor	Headcount Impact		Fringe Benefits Factor [2]	Fringe Benefits Cost	Guarantee Factor [3]	Guarantee Cost	Total Cost
	Union Pacific Proposal [6]					582			$19,995,440		$1,884,410	$21,879,850
	Road Pool [6]	2,534	4	1	0.200	593			$20,373,101	$0	$0	$20,373,101
	Extra Board [7]	1,608	Smart Rest		0.000	(11)		$34,333	($377,661)		$1,884,410	$1,506,749
	Yard Extra Board	1,302	N/A (Start Based)		0.000	0			$0		$0	$0

(1) SMART TD Special Board of Adjustment 1208 (Case No. 1); page 15 (headcount); Yard Extra Board calculated by Union Pacific based on combination of SMART data and UP data

(2) Paid time Off and Training data based on Union Pacific annual data for 2023; Health & Welfare data based on most recent billing from National Plan

(3) Based on estimated impact of SMART rules in SMART TD Special Board of Adjustment 1208 (Appendix B)

(4) SMART TD Special Board of Adjustment 1208 (Appendix B); pages 85 - 90; assume Yard Extra Board on a Calendar Day basis

(5) Reference Exhibit 42 from Carrier's Reply Submission

(6) Includes impact of shifting SMART employees from Extra Board to Pool to cover Hours of Service relief and additional Prearranged Layoffs; an additional 87 employees will be needed in the Pool to cover the impact of utilizing the Pool to cover Hours of Service relief and additional Prearranged Layoffs off of the pool and were added into the table above

(7) UP Proposal includes "Smart Rest." Smart Rest allows for employees who are at risk of triggering federal Hours of Service mandatory rest to choose to take a day off and thereby avoid hitting those limits. The practical consequence is that an extra board employee can work five consecurive starts (as defined in Union Pacific's original submission) with one day rest instead of working six days in a row, in which case they would be required by law to take two full days of rest. Headcount and guarantee impact associated with Smart Rest based impact of additional guarantee netted against RISA regulated rest.

Cost Impact does not include $20.3M of penalty and arbitrary payments that were included in the table on page 50 of Union Pacific's original submission

The Carrier's BFP omits the Organization's proposed discretion to dictate rest schedules, but provides that the Carrier is agreeable to implementing different work-rest cycles upon mutual consent of the parties. See Carrier's BFP, Art. V.C. This represents a fair compromise to the Organization's original proposal. The Carrier also provides the Organization with a one-time option to preserve any existing fatigue mitigation program or provisions that allow employees to extend, add, or observe extra rest in lieu of implementing the default work-rest schedule. See Carrier's BFP, Art. V.E. The Carrier's BFP is workable and equitable because it allows the parties to determine if and how to implement different work-rest cycles where efficiencies exist without exacerbating swings in workforce demand as schedules change.

B. The Carrier Proposes Voluntary Smart Rest for Extra Board Employees.

The Carrier maintains its proposal of voluntary smart rest for road extra board employees. See Carrier's BFP, Art. V.B. Voluntary smart rest provides extra board employees with a choice of whether to observe a rest day after five (5) consecutive starts or potentially go into federally mandated rest. If an employee chooses to observe smart rest after five (5) consecutive starts, they will maintain their guarantee for the day.[3] This allows employees to maximize earnings on extra board assignments. If the employee opts not to observe rest days, and proceeds to work six consecutive starts, they would be required to observe 48 hours of federally required rest. In that case, the employee's guarantee payments would be reduced accordingly as it is today. If employees desire voluntarily scheduled rest days, they can exercise seniority to a pool assignment. Smart rest is clearly workable because it is already in effect for certain extra boards and could be implemented immediately.[4]

Moreover, smart rest on the extra board is the only equitable option for Article V. Implementing ***any*** voluntary rest schedule for extra board assignments introduces uncertainty into the Carrier's operations and will force the Carrier to maintain excessive numbers of employees on extra boards, which means higher guarantee costs, or risk service.[5] Extra board assignments are guaranteed assignments, which means the Carrier pays a set amount of earnings to each employee so they will be available when called. The Carrier may hire employees based on the assumption all rest will be observed. If employees do not observe all of their voluntary rest days, the Carrier will be paying for resources it does not need week to week unless it chooses to furlough employees. This is true because if an extra board has fewer work opportunities for each employee, i.e., they are working less, employees will remain available because that is the only way to maintain guaranteed earnings.

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[3] Employees who do not perform five consecutive starts are already getting at least 24-hours of rest between starts and continue earning guarantee.

[4] The Carrier will need time to implement voluntary rest days. Its BFP includes a provision that requires the parties to develop an implementation plan. Carrier's BFP, Art. V.G. Voluntary rest days for pools will require programming of existing systems to manage. Additionally, the Carrier will need sufficient lead time to hire sufficient resources to implement rest.

[5] If the Board adopts a voluntary work-rest cycle for extra board or guaranteed pool employees, it would need to adopt mechanisms to make its award workable such as pro-rating guarantee payments for unavailability and adopting stringent rules that would forfeit guarantee pay for any instance of unavailability, which would encourage employees to remain available. Even with these elements, such award would fail to satisfy the quid pro quo mandate. See costing comparison chart on page 8.

The Carrier's BFP for smart rest for extra board employees addresses the Organization's desire for voluntary rest days and is consistent with the workability and quid pro quo mandates of the Board. Like work-rest for pools, the Carrier is agreeable to implementing other work-rest cycles for extra boards upon mutual consent of the parties.

C. The Carrier's Final Proposal is the Only Proposal that Complies with the Board's Workability and Quid Pro Quo Mandates.

Offering modest voluntary rest days to pool employees (along with the Carrier's proposed pool regulation) and smart rest for extra board employees is the only path forward that approaches compliance with the workable and equitable mandates of the preliminary order and PEB 250.[6] While programming will be required to accommodate voluntary scheduled rest days for pools, voluntary smart rest for extra boards can be implemented quickly. Any other combination of voluntary work-rest cycles for pool and extra board employees in through freight service would result in a significantly disproportionate exchange of value between the parties and produce unworkable scenarios for both parties.

The following chart approximates[7] costs and hiring needs associated with various combinations of voluntary work-rest based on costing analysis provided on p. 2 of Exhibit 42 to the Carrier's Reply Submission. Costs shown are calculated to include carrying costs for additional employees required to fund 100% of available rest days and additional guarantee for employees added to the extra boards for thru-freight boards only. Yard extra boards are excluded.

[6] The parties are currently engaging in Section 6 bargaining. The only way to produce an appropriate quid pro quo exchange of value for the type of work-rest framework proposed by the Organization is to include value from modifying work rules that are outside the scope of this arbitration.

[7] The numbers shown in this chart approximate the impact of different combinations of scheduled rest for pool and extra board employees. Union Pacific Analysis of SMART Proposal (gray headers) uses the Organization's June/July '24 base, whereas Union Pacific UP Proposal costing (green headers) the Carrier's data.

Beyond the information previously presented to the Board, additional considerations must be taken into account regarding employees' use of scheduled rest periods. Further analysis shows costing calculations provided in Exhibit 42 excluded the impact of the changes in guarantee paid to extra board employees. This is driven by employees being shifted to the pool to cover additional prearranged layoffs, employees added for rest days, and the utilization of rest days by the extra board. In addition, we identified that the employees added to cover the scheduled rest will also be eligible for scheduled rest. As a result, we have added additional employees to reflect this reality. Each additional employee will have an associated annual carrying cost. The previously mentioned factors in conjunction with hiring decisions and employee use of scheduled rest could cause costs and FTE estimates to be 2-4 times higher than shown in Exhibit 42, especially for more generous work-rest models. The 3rd column in the chart below reflects these additional considerations:

		Extra Board		
		January		May
		Smart rest	5-2	5-2
Pool	4-1	516 FTEs $19.6 M	1,076 FTEs $55.3 M	1,655 FTEs $145.6 M
	5-1	471 FTEs $18.1 M	1,031 FTEs $53.8 M	1,535 FTEs $141.5 M
	5-2	741 FTEs $27.3 M	1,301 FTEs $63.1 M	1,962 FTEs $156.0 M
	6-3	867 FTEs $31.6 M	1,427 FTEs $67.4 M	2,806 FTEs $244.9 M

Carrier's Final Proposal

Carrier's Initial Proposal

Organization's Initial Proposal

The Board should refrain from adopting work-rest cycles for pool and extra board employees beyond the Carrier's BFP. In addition to not being workable, see supra, pgs. 5-6; Carrier's Initial Submission, pg. 63, any other work-rest offerings for pool and extra board employees would impose significant costs for the Carrier that cannot be offset by efficiencies afforded in Articles VI and VII.

II. The Parties Largely Agree on How to Implement Article VI.

Article VI was originally proposed by the Carrier and was included in PEB 250's recommendation for the benefit of the Carrier. The intent of the article was to gain efficiencies in the Carrier's job bidding process by standardizing rules across its system and reducing the time it takes for employees to move from job to job, i.e, displacement time. The Carrier's initial proposal included standardized rules for its standing bid process, which reduced displacement time from 48 hours to 24 hours, established uniform notification rules to inform employees about new job assignments, and eliminated daily preference rules. All elements of the Carrier's initial Article VI proposal were within the Board's jurisdiction. See Carrier's Opening Submission, p. 41-42.

The Organization's initial proposal contemplated the development and implementation of a weekly bidding system, which is something the Carrier does not seek to implement. The development of the technology required to implement the Organizations proposal would impose costs on the Carrier and delay the implementation of a new bidding process. Also, the Organization's initial proposal included extra elements like lodging and changes to existing rules about when jobs must be bulletined, which adds to the Carrier's costs. Beyond that, the Organization's initial proposal reflected the inability of all SMART TD General Chairpersons to eliminate bespoke rules like daily preference and to standardize pass-up rules. See Carrier's Reply Submission, pgs. 24-25.

The Carrier's final Article VI proposal is similar to its initial proposal, but it is modified as described below to address concerns raised by the Organization. All modifications mirror what is already in place for the engineers, the craft working side-by-side trainpersons. That those rules were voluntarily agreed upon with the engineer craft demonstrates that they are workable and equitable. The modifications in the Carrier's BFP result in marginal additional costs that are not reflected in the May calculations shown on p. 4.

A. The Carrier's Article VI Proposal Implements Uniform Standing Bid Procedures System-Wide.

The Carrier's BFP on Article VI implements standardized rules regarding when assignments must be re-bulletined. See Carrier's BFP, Art. VI.D. It also reduces displacement time, i.e., the time that an employee has to place himself on a new assignment after being bumped, to 24 hours from 48 hours and standardizes notification rules across the system and provides for constructive notification eight hours after Crew Management Services (CMS) calls all contact numbers listed for an employee. Id. at Art. VI.O. The parties' subsequent discussions indicate that these elements of the proposal are not controversial.

Articles VI.I and VI.J of the Carrier's BFP implement standardized rules to address when assignments go "no bid" or when employees fail to have bids on file. The Carrier's final proposal differs from its initial proposal in these situations. First, if an employee does not exercise seniority within twenty-four (24) hours of being properly notified, their permanent bid sheet is blank, or they do not have seniority to hold any of their choices, the Carrier's proposal is to place the employee in any open assignment or displace the junior trainperson ***at the employee's current location*** before placing the employee in open positions located anywhere in the hub. Similarly, in situations where an open position is not filled, the Carrier's BFP would look to fill the vacancy with employees located closest to the vacancy, rather than filling with the junior employee in the hub. These changes address the concerns raised by the Organization about the potential for disruption to employees when employees are forced to jobs located away from their current assignments.

Article VI.L of the Carrier's BFP eliminates existing rules that are inconsistent with the standardized standing bid process. This includes the elimination of daily preference rules, which permit daily bidding on trainperson assignments. These rules are only in place at 10 of our 110 yards and only for the trainperson craft.

B. The Carrier's Article VI Proposal Adds Travel Time and Pass-Up Rules.

The Carrier's final proposal includes travel time if an employee is forced to a position that is more than 100 miles from the employee's previous assignment. See Section VI.K. The Carrier's proposal provides 24 hours' travel time if an employee's new position is located 101-200 miles form their previous assignment and 48 hours' travel time if the new position is located more than 201+ miles from the employee's previous assignment. The Carrier's travel time proposal, while not identical to the Organization's initial proposal, is consistent with the voluntarily negotiated rule in place for all employees in engine service.

The Carrier's BFP also includes a quarterly pass-up right for all SMART TD employees compared to its initial proposal, which did not include a pass-up right. See Art. VI.M. This provision gives trainpersons the ability to bid to new assignments once a quarter and gives employees more choices to exercise their seniority to select job assignments. The Carrier's proposal addresses the Organization's concerns of having ***<u>no</u>*** ability to pass up assignments, while standardizing pass-up rules across its system among SMART TD committees and across all train and engine employees.

III. The Carrier Maintains its Initial Article VII Proposals to Satisfy the Workability and Quid Pro Quo Mandates.

A. The Carrier's Proposal on Pools and Extra Boards are Workable and Equitable.

Article VII was originally proposed by the Carrier, which PEB 250 adopted for the benefit of the Carrier. Indeed, Article VII provides the Carrier with the primary source of operating efficiencies for the Carrier to offset the cost associated with implementing Article V.[8] The Carrier maintains all of the elements of its initial proposal in its BFP, but adopts some of the Organization's approaches to the self-supporting pool mechanism and regulation. For

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[8] While the self-supporting pool mechanism produces some cost savings for the Carrier, such savings are relatively moderate because the Carrier ultimately still needs available resources to protect train service and will still pay earnings to employees who ultimately perform the work.

example, the parties seem to agree that self-supporting pools would eliminate reliance on an extra board to fill vacancies, but the language of their respective initial proposals differed slightly regarding how layoffs in a self supporting pool would work. In response, the Carrier has incorporated portions of the Organization's language in its final proposal. See Carrier's BFP, Art. VII.A.1 and 2.[9]

B. The Carrier Includes Hours of Service (HOS) in the Pool.

The Carrier's BFP maintains its initial proposal to include HOS work in the pool. See Art. VII.A.5. Pool employees should protect all work associated with the movement of thru- freight trains from origin to destination, including trains that do not quite make to their destination. The Carrier also maintains its position that employees performing HOS work would receive the same trip rate as if they worked from origin to destination. Id. This not only provides them with the same earnings as if they worked to an away from home terminal, but it also provides more opportunities to work that affords employees more time at home.

The Organization opposes this element of the Carrier's proposal, arguing that the inclusion of HOS work increases the variability of service into the pool. This argument ignores the fact that all thru-freight service, whether on a pool or extra board, is inherently variable. Existing technology provides employees with visibility into train line up that should allow employees to better manage their schedules. Defining pool work is necessarily a part of implementing self supporting pools and is clearly within the Board's jurisdiction. It is also workable and equitable because it keeps all work associated with thru-freight trains in the pool, provides more work opportunities to pool employees, and provides an opportunity for the Carrier to manage its guarantee costs.

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[9] Article VII.A.4 of the Carrier's BFP omits the Organization's proposed penalty payments associated with the self-supporting pool mechanism. The Organization's initial proposal preserved these penalties, which reduces the Carrier's savings and erodes the benefits associated with self-supporting pools.

C. The Carrier Maintains Its Intended Proposal Pool Regulation, But Adopts the Organization's Pool Start Ranges With a Rest Day Factor

The Carrier's initial proposal regulated – or sized – the pools to cover all rest days and known vacancies. It did this by lowering its proposed start ranges to reflect the rest day cycles adopted for pools. Adjusting the start ranges in this manner shifts resources from guaranteed extra boards to the pool, which ensures that the pool will have sufficient resources to perform its work. It also reduces the amount of guarantee paid by the Carrier by reducing extra boards. In contrast, Organization's presentation at the arbitration hearing and the parties' discussions on this topic suggest that the regulation method should only permit the Carrier to shift employees from the extra board to the pool to cover rest days that employees actually observe.[10] By moving only the number of employees to cover observed rest days, the Organization aims to protect earnings of pool employees while causing the Carrier to bear increased guarantee costs, which is not equitable. Under the Organization's desired approach, the Carrier would be unable to avoid paying guarantee to employees that are not working without modifications to the furlough recall rules.[11] The Carrier's proposal on pool regulation reflects the workable and equitable trade off required to provide employees with voluntary rest days. This compares to the Organization's one-sided proposal, which prioritizes maintaining employee choice and earnings.

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[10] The Organization's initial proposal does not specify when employees must provide notice to the Carrier that they intend to observe rest days. Its arbitration presentation suggests that its proposal contemplates that employees would have to provide sufficient notice so the Carrier could regulate its boards appropriately. See page 89 of the January 22, 2025 transcript.

[11] In most cases, furloughed employees require 30 days' notice for recall, which hinders the Carrier's ability to align its workforce levels with fluctuating work opportunities. Accordingly, the Carrier is proposing a shorter recall period for employees who are recalled within 14 days from the date of furlough. See Carrier's BFP, Article VI.S. If the Board adopts voluntary rest days on the extra board or fails to adopt the Carrier's proposed pool regulation methodology, such a provision would be even more important. This modification to furlough recall rules gives the Carrier a tool to manage its excess guarantee costs, but the Carrier would have to use it sparingly to minimize retention risks.

The Carrier's final Article VII proposal adopts the Organization's proposed start ranges. See Carrier's BFP, Art. VII.B.1. It also includes a similar 7-day "look ahead" factor, which allows the Carrier to include enough employees to cover known vacancies in a 7-day period. Id. at Art. VII. B.2. However, to account for rest days, the Carrier's final proposal includes a rest-day factor that allows the Carrier to staff pools with a sufficient number of employees to cover all rest days available to the pool.[12] Id. As discussed earlier on the previous page, sizing the pool for 100% of potential rest days allows the Carrier to manage its guarantee costs and match resources with the work to be performed. The language in the Carrier's final proposal simplifies the regulation process and provides employees with more flexibility to choose when they observe rest days.

D. The Carrier's BFP Preserves Its Discretion to Manage Extra Boards, But Requires Notice of Changes to the Organization.

The Carrier's initial proposal also provided for the Carrier's right to abolish, establish and combine extra boards, which was specifically contemplated by PEB 250. The Organization opposes this discretion because it wants to maintain supplemental extra boards despite the lack of productivity associated with these boards[13] and it believes that the Carrier will not staff its extra boards adequately. Regarding the first objection, the Carrier's initial and reply submissions describe why the Organization's arguments to maintain supplemental extra boards are specious. [14] The Organization's second objection makes no sense at all. The Carrier has every incentive to ensure that it is staffed appropriately to protect service. In fact, to impose minimum staffing requirements for extra boards would be inequitable because it would

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[12] The rest-day factor reflects the work-rest cycle of the pool. For example, for a 4-1 work-rest cycle, the rest-day factor would be 1.2.

[13] Currently, supplemental extra boards receive 85% of the full extra board guarantee and only work an average of 2 starts per pay half.

[14] There is no bar to changes on the former International Great Northern and Texas & Pacific Properties. See Carrier's Reply Submission, pgs. 72-74.

hinder the Carrier's ability to manage its guarantee expense and put resources where they are needed.

The Carrier is unwilling to compromise its full discretion to manage its extra boards – an item expressly provided by PEB 250 – because this provides the majority of the value accruing to the Carrier as part of a quid pro quo exchange. The Carrier modified its final proposal to include a requirement to provide 10 days' notice to the Organization of any changes to existing extra boards. See Carrier's BFP, Art. VII.C. Such notice will provide the parties an opportunity to discuss and resolve any implementation concerns raised by the Organization.

E. The Carrier's Final Proposal Doubles the Available Slots in the Preapproved Layoff (PAL) System With Provisions to Protect Train Service.

The Carrier's BFP includes features that allow through freight employees with greater flexibility to manage their schedules. First, it maintains the ability of non-guaranteed pool employes to trade turns.[15] See Carrier's BFP, Art. VII.F. Second, the Carrier increased its proposed percentage of available slots in its PAL System. Initially, the Carrier proposed increasing the current PAL percentage of 4% to 5% for pools and extra boards. The Organization complained that this change was not meaningful. Instead, its initial proposal contemplated that 20% of all extra board employees and 25% of all pool employees could schedule time off on any given day in a year. See Organization's Initial Proposal, Art. II.A.15 and Art. I.B.5, pgs. 86,90. Clearly, the Organization's initial proposal is not workable or equitable. See Carrier's rebuttal presentation, slide 28.

The Carrier's BFP moves closer to the Organization's initial proposal by doubling the percentage of available PAL slots for pool and road extra board employees to 8%. See Art. VII. D.1. The current 4% allocation reflects the number of flatlined slots required to ensure that paid

[15] Because guaranteed pools and extra boards receive guarantee for availability, the Carrier is not willing to extend trade turn capability to these assignments.

leave can be scheduled. While doubling this allocation probably will not satisfy the Organization's desire to maximize choices available to employees – especially on weekends and around holidays – it is still a meaningful increase that coupled with voluntary rest days gives employees more scheduling optionality than they currently enjoy.

In order to protect train service against higher day-to-day levels of both unknown layoffs and higher known absences resulting from higher PAL allocations, the Carrier has included language in its final proposal that will enable it to protect train service. Article VII.E. of the Carrier's BFP includes the ability to use "any qualified employee" to provide service on any particular day. In response to the Organization's objections at arbitration, the Carrier has tailored its proposal to require a separate evaluation prior to each job that the Carrier cannot fill because of a lack of available personnel. Contrary to arguments made by the Organization in arbitration, the use of this provision would be limited to extraordinary and necessary circumstances and would not violate any crew consist provisions. See pages 20-21 of the January 23, 2025 transcript.

Summary

The parties have been unable to reach a voluntary resolution of Articles V, VI, and VII in post-arbitration discussions. The Carrier has thoughtfully modified its initial arbitration proposal to address concerns raised by the Organization to provide meaningful opportunities for employees to manage their schedules. The Carrier respectfully requests that the Board adopt its final proposal on Articles V, VI, and VII, which satisfies its workability and quid pro quo mandates.

Exhibit 1 – Summary of Proposal Changes:

	UP's SBA Proposal	UP's Best and Final	Union's SBA Proposal
Article 5	• 5&1 for Pool Freight ○ Guarantee offset for existing guaranteed pools for taking voluntary rest day. ○ Will forfeit guarantee on existing guaranteed pools if unavailable more than one occurrence or greater than 48 hours (PS days included). • Voluntary SMART Rest on Road/Combination Extra Boards. ○ No guarantee offset for taking voluntary SMART rest. ○ Will forfeit guarantee if unavailable more than one occurrence or greater than 48 hours (PS days included). ○ Ability to use any qualified employee	• 4 & 1 voluntary rest for Pool Freight ○ Guarantee offset on existing guaranteed pools for taking voluntary rest day. ○ Will forfeit guarantee on existing guaranteed pools if unavailable more than one occurrence or greater than 48 hours. (removed PS days). ○ "Opt-out" option. • Voluntary SMART Rest on Road/Combination Extra Boards. ○ No guarantee offset for taking voluntary SMART rest. ○ Will forfeit guarantee unavailable more than one occurrence or greater than 48 hours (removed PS days). • Other work rest models by mutual agreement • May suspend rest days for emergencies/service interruptions.	• Union determines work/rest schedule for each pool or default of 4/1 voluntary rest for pool freight • 5/2 voluntary rest on extra board. ○ Will forfeit guarantee if unavailable more than one-occurrence or greater than 48 hours (excludes numerous layoffs). ○ No guarantee offset for rest days. ○ Additional guarantee costs.
	UP's SBA Proposal	**UP's Best and Final**	**Union's SBA Proposal**
Article 6	• Bulletin new assignments only for 72-hour bulletin period. • Jobs filled in seniority order. • Eliminates Daily Preference. • Notification begins after 8 hours and must place within 24 hours. • Force to any open assignment. • All pass up eliminated. • AWOL after 15 days.	• Bulletin new assignments only for 72-hour bulletin period. • Jobs filled in seniority order. • Eliminates Daily Preference. • Notification begins after 8 hours and must place within 24 hours. • Force at location first, then next closest. • Quarterly pass-ups • AWOL after 30 days • Travel time if forced over 100 miles	• Displacement and notification time unclear. • Additional costs associated with seniority moves. • Creates smaller seniority boundaries. • Carves out daily preference boards. • Ability to pass up assignment every 30 days. • Travel time if forced over 100 miles.
	UP's SBA Proposal	**UP's Best and Final**	**Union's SBA Proposal**
Article 7	• Self Supporting Pool ○ Remove turn at call time and next rested moves up the board. ○ If pool is exhausted, use next available trainperson at location, or next closest location. No additional pay for protecting work. ○ Pools preform all pool and hours of service work. • Pool Regulation ○ Range and/or target for staffing (starts) accounts for rest days with predetermined look back period of the work performed, ○ 7 day look forward for known vacancies and rest day factor at 100% • Carrier owns regulation on all guaranteed boards. • Carrier may abolish, establish and combine extra boards. • PAL at 5% • Carrier may abolish, establish and combine extra boards. • Trade turn for non-guaranteed pool freight service.	• Self Supporting Pool ○ Remove turn at time of layoff and next rested moves up the board. ○ If exhausted, use next available trainperson at location or next closest location. No additional pay for protecting work. ○ Pools preform all pool and hours of service work. • Pool Regulation ○ Regulated based on a predetermined look back period of work performed and based on a starts range reflected in SMART's proposal. ○ 7 day look forward for known vacancies and rest day factor at 100%. • Carrier owns regulation on all guaranteed boards. • Carrier may abolish, establish and combine extra boards with 10 day written notice. • Increase PAL to 8% • Ability to use any qualified employee with guardrails • Trade turn for non-guaranteed pool freight service.	• Self Supporting Pool ○ Remove turn at time of layoff and next rested moves up the board. ○ If exhausted, use next available trainperson at location or next closest location. Additional pay for protecting work. ○ HOS relief restricted to extra board only. • Pool Regulation ○ Regulated based on a predetermined look back period of work performed and based on a starts range. ○ 7 day look forward for known vacancies. ○ Additional costs for not working within the target starts. • Extra boards regulated at 30%. • Cannot abolish/combine extra boards. • May establish new boards but cannot force employees to that board. • PAL at 25% for Pool & 20% for Extra Board. • Trade Turn for all pool freight service. • Additional guarantee costs.

Exhibit 2 - Carrier's "Best and Final Proposal"

Article V – Scheduled Days Off for Thru Freight Road Service

A. Pool Freight Service

A. The default work/rest schedule for pool service will have a schedule of four (4) workdays or available for workdays followed by one (1) voluntary rest day (4/1). Instead of the default 4/1, a pool may elect a schedule of five (5) workdays or available for workdays followed by one (1) voluntary rest day (5/1). If an employee is at the away from home terminal, their voluntary rest day will begin upon tie up at the home terminal. Employees who do not elect to observe the voluntary rest day will be subject to RSIA.

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

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

NOTE 3: The Carrier will advise the General Chairperson of the process to elect a voluntary rest day when technology is developed to support the administration of the schedule.

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 24-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 of a trainperson is unavailable in compensated or 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. Extra trainpersons unavailable 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.

NOTE: If existing agreements require a more restrictive forfeiture provision than provided in Section B.1.e above, the more restrictive forfeiture agreement rules will remain in place.

f. 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. Work/rest schedules may be designed as, but are not limited to, the following:

1. Six (6) workdays or available for workdays followed by three (3) voluntary rest days (6/3).
2. Six (6) workdays or available for workdays followed by two (2) voluntary rest days (6/2).
3. Five (5) workdays or available for workdays followed by two (2) voluntary rest days (5/2).

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. Within 60 days from the effective date of this agreement, the Organization may notify the carrier if a pool board elects the one-time option to "opt out" of the work/rest schedule provided in Section A, above. If a pool elects to "opt out," prior fatigue mitigation programs and/or rest provisions identified above in Section C will be restored. A pool board that elects to "opt out" of a work rest schedule may activate a voluntary undisturbed rest (24 total hours between consecutive trips) to break consecutive RSIA starts at their home terminal after working five (5) consecutive trips/tours of duty as defined in Section B.

NOTE: The one-time opt out applies only to Article 5. Employees cannot opt out of the provisions in Article 6 and/or 7.

F. 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 may suspend rest days on impacted board(s) after providing notice to the General Chairperson. 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.

G. Implementation of work/rest schedules for all or a portion of a crew base on a territory is dependent on the availability of technology to support the administration of the schedule and a sufficient train crew base to support the implementation. The Carrier will develop and implementation plan for each Committee's territory as soon as practicable. While technology is being developed to implement voluntary rest days, the Carrier will implement a voluntary 4/1 based on RSIA starts until such time the technology can be implemented.

Article VI – Automated Bid Scheduling (Standing Bid Process)

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 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.

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.

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.

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. The most junior trainperson in the hub 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 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. 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 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 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. Nothing prohibits trainpersons from accepting notification, nor prohibits the Carrier from attempting to notify, during such unavailable period.

P. When a trainperson is displacing to a pool, 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. 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 statutory and/or mandatory rest 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 rested trainperson on the protecting extra board. If there is no available trainperson on the protecting extra board available, a rested and available trainperson in assigned or unassigned service at the location where the vacancy exists will be called and required to protect. If there is no available trainperson at the location where the vacancy exists, the rested and available trainperson at the next closest point of supply will be used.

4. 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.

5. Employees working on a pool freight board will be used to perform hours of service relief/short turnaround service and unassigned work train service prior to the extra board. Trainpersons used in hours-of-service relief will be compensated one trip rate and be placed back to the top of the board upon tie up.

   NOTE: Nothing in this section prevents the use of other crews to perform work currently permitted by prevailing agreements, including but not limited to, yard crews performing Hours of Service relief within the road/yard zone, a rested and available extra board employee when the pool board is exhausted, local service within their bulletin limits or road (traveling) switchers within their zones.

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

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, 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. Next, multiply the prorated monthly starts by a ‘rest day factor’ calculated for a pool’s applicable work-rest schedule.

   NOTE 1: The ‘rest day’ factor accounts for all potential rest days that can be taken. It is calculated by dividing the total number of rest days by the total number of cycle days and then adding 1. For example, the rest day factor for a 4/1 schedule would be 1.2.

NOTE 2: If the parties mutually agree to another rest day model as provided under Article 5, Section C the rest day factor will reflect the total rest days divided by the total cycle days (rest days plus available days).

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 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 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.
   23 positions x 1.2 (rest day factor) = 27.6 or 28 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 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 along with the appropriate vacancy procedures to protect service by providing 10 day written notice.

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 of 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 assignments due to lack of personnel and time will not permit calling a rested extra employee, 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 that is advancing in the pool must be rested at the time of the trade request.

2. Such trade must be mutually agreed 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 unlimited amount that they can accept from requests.

General Provisions

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.