

Attachment D

This Attachment applies to runs of 160 miles or greater. It provides for a 7/3 work/rest cycle for the pool and a 5/2 work/rest cycle for the corresponding extra board.

A scheduled work/rest cycle board may be established at _____ for employees assigned to the _____.

Part A: Pool Freight Service

1. Employees will be allocated 7/3 work/rest cycles by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as seven consecutive days during which an employee is available for service, paid in lieu of service (PLDs, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three consecutive rest days (the rest cycle).
 - 1.1 Mark off for scheduled rest days will occur automatically at 9:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the employee is available to protect service on duty on or after 9:00 a.m. on the day following the last scheduled rest day and the employee(s) shall be placed pursuant to Sections 1.1.1 and 1.1.2 of this Part A.
 - 1.1.1 If the employee's turn is at the home terminal, the employee shall be placed on the turn.
 - 1.1.2 In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall retain the work/rest cycle of the turn. When the turn arrives back at the home terminal it shall be removed from this pool.
 - 1.2 Employees may elect to not take any of their rest-cycle days. This decision must be made 24 hours prior to the first rest day.
 - 1.2.1 Observed rest-cycle days must be consecutive.
 - 1.3 Employees observing the rest cycle will not be called to protect service with an on-duty time between 9:00 p.m. on the day immediately preceding the rest cycle and 9:00 a.m. on the first day of the rest cycle. In order to insure that employees will have three full rest days available for each rest cycle, employees called prior to 9:00 p.m. on the day immediately preceding the

start of the rest cycle, and who do not tie-up at or before 9:00 a.m. on the first day of the rest cycle, will have their scheduled rest cycle begin upon tie up at the home terminal and it shall run for 72 hours.

- 1.4 Except as provided under Section 1.2, positions going on work cycle will be available for call for assignments that begin on or after the 9:00 a.m. cycle time. Employees on rest cycles that are extended due to the 72-hour provision of Section 1.2 will be available for call for assignments that begin on or after the expiration of the 72-hour rest cycle period.
2. An employee who lays off exclusively within his/her assigned rest cycle(s) and stays marked up during his/her assigned work cycle, will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent. An employee may layoff, during the work cycle, up to two weekdays and three "Any" days, total, in a three month period without triggering a violation of the Attendance Guidelines. An employee assigned to the pool for less than a three month period will have the layoff threshold prorated.
3. Employees exercising displacement rights onto a turn in this pool must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace.
 - 3.1 In the event the turn held by the junior employee is either in active service or at the away-from-home terminal, the employee exercising seniority to this pool shall be placed to the bottom of the Board and shall assume the work/rest cycle as provided above. When the junior employee returns to the home terminal, that turn shall be removed from this pool.
 - 3.2 Employees in any work/rest pool shall not be allowed to bid or bump from one turn in the pool to another turn in the pool.
4. When an employee returns to this pool after any layoff, that employee shall be placed pursuant to Sections 4.1 and 4.2 hereof.
 - 4.1 If the employee's turn is at the home terminal and not in active service, the employee shall be placed on the turn. In the event the employee is not rested, he/she may be runaround by other pool (craft) that are rested and will retain restoration provisions.
 - 4.2 In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to

the bottom of the Board and shall retain the work/rest cycle of the turn. When the turn arrives back at the home terminal, it shall be removed from this pool.

5. Prior to making any adjustments to the rest cycle tracks for any particular pool, a supervisor within Crew will notify the appropriate local chairman to discuss why the change is needed.

- 5.1 In the event the Local Chairman does not agree that the change is justified, the matter will be promptly elevated to the involved General Chairman and the Region Vice President or his designee for resolution.

Part B: Extra Board

1. Employees will be allocated a 5/2 work/rest cycle by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as five consecutive days during which an employee is available for service, paid in lieu of service (PLDs, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and two consecutive rest days (the rest cycle).

- 1.1 Mark off for scheduled rest days will occur automatically at 9:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the employee is available to protect service on duty on or after 9:00 a.m. on the day following the last scheduled rest day.

- 1.1.1 Both rest cycle days are mandatory.

- 1.2 Positions going on work cycle will be available for call for assignments that begin on or after the 9:00 a.m. cycle time.

2. Guarantee offsets:

- 2.1 Employees shall not have their guarantee offset for either day of the 2-day rest cycle.

- 2.1.1 If an employee should exercise his/her option to change rest cycles, only four rest cycle days in any given payroll period will be protected from any guarantee offset. Otherwise, any additional rest cycle day will offset the guarantee by 1/15.

2.2 Employees shall not have their guarantee offset for time off due to rest required by Federal Hours of Service Regulations.

2.2.1 The “no-offset” provision of 2.2 above is exclusive to this Agreement, without prejudice to either party’s position on the propriety of such offsets.

2.3 For the first unpaid unavailability event (a 24-hour period, or portion thereof) during the work cycle in a payroll period, there shall be 3/15 (three-fifteenths) offset of all guarantee accrued for the payroll period.

2.3.1 For the second unpaid unavailability event (a second 24-hour period, or portion thereof) during the work cycle in a payroll period, the employee shall forfeit all guarantee accrued for the payroll period.

2.4 Guarantee offsets for paid unavailability will be handled under existing rules governing layoffs while assign to a guaranteed extra board.

2.4.1 Paid Jury Duty and paid Bereavement Leave will also be considered as “paid” days for purposes of this section.

2.5 When president, local chairman, (approved) vice local chairman, secretary-treasurer and/or legislative representative of an Organization must be off during a work-cycle to conduct union business, guarantee where applicable, shall be offset 1/15th for each 24-hour period of unavailability, or portion thereof. Unavailability under this Section shall not count toward guarantee forfeiture pursuant to Section 2 hereof.

3. Employees exercising displacement rights to this guaranteed extra board must be rested and available for service for a minimum of eight hours to be eligible for guarantee for any particular calendar day. (in other words by 4 pm)

4. Employees exercising displacement rights to this guaranteed extra board must displace the junior employee holding their desired work/rest cycle, but will be afforded the ability to subsequently bid and be assigned open rest cycle days through the electronic bid system.

5. Prior to making any adjustments to the rest cycle tracks for any particular extra board, a supervisor within Crew will notify the appropriate local chairman to discuss why the change is needed.
 - 5.1 In the event the Local Chairman does not agree that the change is justified, the matter will be promptly elevated to the involved General Chairman and the Region Vice President or his designee for resolution
6. Employees force assigned to this guaranteed extra board must displace the junior employee and will assume the work/rest cycle of the position to which they are forced.
7. When an employee is added to this guaranteed extra board, whether by exercise of seniority or force assignment, no one should be automatically cut off. If Carrier later decides that there are too many employees with a particular set of rest days, the junior employee holding those rest days will be removed.
8. The so-called "Smart Rest" option specified in Section 5 of the RSIA Core Agreement shall not be available to employees on extra boards covered by this Agreement

Part C: General

1. Employees in either service who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
 - 1.1 Employees who desire to take advantage of this provision shall be required to notify Crew Support 24-hours prior to the start of the rest-cycle immediately proceeding the vacation period.
 - 1.2 Employees shall not be allowed to observe split vacation periods that are separated only by a rest cycle.
2. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.
3. These conditions may be extinguished by either party serving thirty (30) days written notice on the other party, with the understanding that the parties shall meet and address the issue(s) that caused the service of the cancellation notices. Furthermore, the parties commit

to seeking resolution of those issues in an effort to preserve these conditions.

UTU Side Letter #1

Dear Mr Green:

In conjunction with the implementation with Attachments D and E of the RSIA Agreement, it was agreed that the following would apply on the former SLSF property:

The "Letter of Increase" provision contained in Article 19, Section A, Paragraph (4) of the Conductors' and Brakemen's Schedule will be replaced with standing bids for each work/rest cycle assigned to positions on the guaranteed extra board.

If the above correctly recites our understanding, please indicate so by affixing your signature in the space provided below.

Sincerely,

Roger A. Bolduc

I concur:

S.F. Green

UTU Side Letter #2

Dear Mr Green:

During our discussions of Attachments D and E to the RSIA Agreement, it was recognized, before implementing these new work/rest arrangements on a system-wide basis, that trial "pilot projects" should first be implemented at specific locations.

It was agreed that during the first 60 days of any pilot-project implemented pursuant to Attachments D and E, before either party exercises its cancellation right, the parties will promptly meet and will make every reasonable effort to resolve any unforeseen problem(s) that should arise.

Sincerely,

Roger A. Bolden

I concur:

S.F. Green