

## **Attachment B**

Subject to the provisions of Sections 2 and 3 of the Agreement, a scheduled 6-2 work/rest cycle overlay may be established at \_\_\_\_\_ for employees assigned to the \_\_\_\_\_.

1. Employees will be allocated work/rest cycles by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as six (6) consecutive days during which an employee is available for service, paid in lieu of service (PLDs, single-day vacation, paid company business, etc.) or performs work (the work cycle) followed by two (2) consecutive rest days (the rest cycle).
  - 1.1. Unless the employee elects to not observe all or a portion of the rest cycle, markoff 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 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 hereof.
    - 1.1.1. If the employee's turn is at the home terminal and not in active service, 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 assume the work/rest cycle of the turn. When the turn arrives back at the home terminal it shall be removed from this pool.
    - 1.1.3. Where applicable, employees shall have their guarantee offset for each 24-hour period, or portion thereof, while observing the rest cycle.
    - 1.1.4. Employees who elect to not observe any portion of the rest cycle must advise Crew Support of their intent not less than 24-hours prior to the beginning of the rest cycle.
    - 1.1.5. The rest cycle shall not be comingled with any 48-hour or 72-hour rest period mandated by the Rail Safety Improvement Act.
    - 1.1.6. Employees who are required to observe either a 48-hour or 72-hour rest period mandate by the Rail Safety Improvement

Act during the work cycle shall not be eligible to observe the next-following rest cycle.

- 1.2. 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 two 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 48 hours.
    - 1.2.1. Where applicable, employees unavailable 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 pursuant to the operation of this section shall not have guarantee offset due to unavailability during this 12-hour period.
  - 1.3. 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 48-hour provision of Section 1.2 will be available for call for assignments that begin on or after the expiration of the 48-hour rest cycle period.
  - 1.4. When the president, local chairman, secretary-treasurer and/or legislative representative of the Organization must be off during a work-cycle to conduct union business, the union officer shall not be deprived of observing the following rest-cycle due to the union business unavailability. However, where applicable, guarantee shall be offset for each 24-hour period of unavailability, or portion thereof. Unavailability under this Section 1.4 shall not count toward guarantee forfeiture pursuant to Section 2 hereof.
2. Where applicable, more than one unpaid unavailability event (meaning unavailability during any 24-hour period or portion thereof) during a payroll period shall result in forfeiture of guarantee for that payroll period.
  3. An employee who stays marked up during the 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 during the rest cycle. For

availability calculation purposes and to allow for “emergencies,” an employee may take one unpaid layoff in each month, or if the employee remains on a position subject to the terms of this Agreement for three consecutive months, three unpaid days off during any three-month rolling period.

- 3.1. This Section 3 contemplates availability standards and does not affect Section 2 of this Agreement.
4. Employees exercising displacement rights or force assigned to this pool or guaranteed extra board must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace.
5. When an employee returns to this pool after having observed either a temporary or vacation vacancy that employee shall be placed pursuant to Sections 5.1 and 5.2 hereof.
  - 5.1. If the employee’s turn is at the home terminal and not in active service, the employee shall be placed on the turn.
  - 5.2. 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 assume the work/rest cycle of the turn. When the turn arrives back at the home terminal, it shall be removed from this pool.
6. Employees in this 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.
  - 6.1. 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 preceding the vacation period.
  - 6.2. Employees shall not be allowed to observe split vacation periods that are separated only by a rest cycle.
7. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.
8. 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.