-ARBITRATION AWARD-

IN THE MATTER OF ARBITRATION

-Between-

Canadian Pacific Kansas City Railway Company
("Carrier")

-and-

Brotherhood of Locomotive Engineers and Trainmen
("Organization")

IN ACCORDANCE WITH AND PURSUANT TO THE RECOMMENDATIONS OF

PRESIDENTIAL EMERGENCY BOARD 250

I. AGREEMENT TO ARBITRATION

This Arbitration Tribunal or "Board" was created by Presidential Emergency Board 250 ("PEB 250") recommendations that were codified into Agreement by the parties. The adopted provisions (Article V, Article VI, and Article VII) contain arbitration clauses sanctioning interest arbitration in the event the parties are unable to reach a ratified agreement on specified issues contained therein. The arbitration tribunal shall be a Board of Arbitration consisting of one member appointed by the Union, one member appointed by the Carrier, and one neutral member who shall serve as Chair of the Board. The parties hereto agree that the issues presented emanate from the three cited articles and are hereby submitted to this Board for resolution by interest arbitration in accordance therewith.

II. PARTIES TO THE DISPUTE

Canadian Pacific Kansas City Railway Company ("Carrier")

The Canadian Pacific Kansas City Railway Company is a carrier by rail within the meaning of Section 1, First, of the Railway Labor Act, 45 U.S.C. 151 in good standing operating in the United States and adjoining nations. The Carrier is also a named party in the Report to the President by Emergency Board No. 250.

Director of Labor Relations, Alan L. Weed, and Managing Director of Labor Relations, David Pezzaniti, represented the Carrier in this matter.

Brotherhood of Locomotive Engineers & Trainmen ("Organization")

The Brotherhood of Locomotive Engineers & Trainmen is a representative within the meaning of Section 1, Sixth of the Railway Labor Act, 45 U.S.C. 151 of certain Carrier employees in positions designated by agreement for purposes of collective bargaining grievance and claims handling pursuant to the Railway Labor Act, 45 U.S.C. 156. The Organization is also a named party in the Report to the President by Emergency Board No. 250.

Organization Vice-President, J. Alan Holdcraft, and General Chairman, Billy Evans, represented the Organization in this matter.

BACKGROUND

The parties hereto were party to a National Agreement unsuccessfully negotiated and mediated between a multitude of rail carriers (National Carriers' Conference Committee) and their unions (Coordinated Bargaining Coalition) with the assistance of the National Mediation Board from November 2019 through June 2022. Following unsuccessful negotiations, self-help became available and due to the potential disruption to interstate commerce, President Joseph Biden issued an Executive Order creating Presidential Emergency Board 250 ("PEB"), appointing its three members, and authorizing said PEB to create a report containing recommendations for the ultimate agreement language, which was then enacted by Congress on December 1, 2022.

Among the provisions in the PEB agreement were Articles V, VI, and VII which permitted the parties to serve notice on the other to establish or implement rules and conditions to permit the observance of three areas of concern:
establishment of voluntary scheduled days off (Article V);
implementation of job assignment/scheduling (Article VI); and
implementation of worker availability/resource management (Article VII).

The parties served notice on the articles from June 2023 through June 2024 and undertook the successful negotiation of a tentative agreement ("TA") on Articles V and VI reached on 4-11-24 and 8-5-24. The parties also signed a letter of understanding ("LOU") on 8-5-24 confirming that Article V and VI negotiations were "concluded" and agreeing that the tentative agreement "satisfies the requirements of PEB 250 Articles V and VI". Despite the mutual agreement, the TA was rejected by the Organization's membership in two separate ratification votes. The LOU further acknowledged the parties' ongoing negotiation over a tentative agreement on Article VII which would continue for 14 calendar days, and if unable to reach an agreement an impasse would result, and the parties would submit Article VII to binding arbitration before Arbitrator Sidney Moreland along with the TA, failing its ratification.

Following the failed ratification of the parties' agreement on Articles V and VI, the parties continued their discussions, which included further Article VII negotiations. Having been unable to reach any mutual agreement to alter the last TA covering Articles V and VI and reaching a partial consensus on Article VII, the parties have hereby submitted all three articles to this Board for resolution by binding arbitration in accordance with the PEB language contained in said articles. It is noted, all three articles contain the same arbitration language providing that if the parties are unable to reach a ratified agreement, either party may submit the matter to binding party pay arbitration to determine whether and how the rules referenced, noticed, and negotiated in each article will be implemented.

III. ISSUES AND STATEMENT OF CLAIM

The Carrier asserts that only the specifically agreed upon language of the final TA covering Articles V and VI is proper for arbitration in accordance with Articles V and VI. The Carrier asserts the parties have successfully narrowed the Article VII negotiations to roughly three issues: Extra Board rules, SMART Rest terms, and Unassigned Pool Freight rules. The Carrier asserts that the successful aspects of the negotiation of the Article VII issues was memorialized in a 8-9-24 proposed memorandum of agreement, which also becomes proper for arbitration in accordance with Article VII.

The Organization asserts that in addition to the failed TA covering Articles V and VI being proper for arbitration, their post failed ratification proposals concerning scheduled days off (Article V); automated bid scheduling proposals (Article VI); and pools and extra board proposals most recently presented to the Carrier (Article VII); should all be proper for arbitration.

IV. OPINION, ARBITRATOR MORELAND

The parties herein, represented by competent and capable advocates, presented comprehensive pre-hearing submissions supplemented by oral arguments before this Board.

Organization's Position

In addition to the provisions of the TA, which failed a vote of the membership, the Organization responded to feedback from their members and has presented minor amendments to Article V and VI that were not in the tentative agreed upon provisions.

Article V: Members want an opportunity to mark up early in order to maximize their earnings whenever business slows. The Carrier agreed to early mark up when an employee starts a rest day late. The Organization contends this proposal would allow the employees greater productivity and give the Carrier greater flexibility during peak business periods.

Article VI: Members prefer a 28-day mark over a 7-day mark allowing them to hold an awarded position for a 28-day period, which will provide greater stability in their lives; eliminating the bump time as was sought by the Carrier; and allowing employees on the Extra Board to return to their original rotation after returning from a marked vacancy taken.

Article VII: The Organization has submitted a proposed agreement for Article VII which was presented to the Carrier on 8-20-24 and again on 8-27-24. Rule 59 of our current agreement governs pool freight service and the parties' proposal listed additional pools that may be established even where pool service was already in place. This effectively modifies Rule 59 allowing pools to be established without additional agreement.

The Organization also proposes a modification to Rule 59 so that Engineers who mark off will have their turn removed from the pool and placed at the bottom of the board when they mark up.

While the Carrier has the right to abolish, establish, and regulate extra boards, they do not have the authority to eliminate the earnings guarantee of 10 basic days' pay in each semi-monthly period. While the parties were agreeable to amend Rule 26 (e) to regulate extra boards to provide between 9 and 11 starts, the Carrier demanded this not constitute a guarantee. We have agreed to amend Rule 26 to allow the Carrier to establish extra boards at any location without approval of the General Committee (see Rule 26 (b)). However, the assignments and territory over which those extra boards protect must remain applicable. Also, the Organization proposes $4,500. semi-monthly guaranteed extra board pay regardless of employees taking off days.

The Organization asserts that our proposals be adopted by the Board for the reasons stated in our submissions and arguments presented to the Board.

Carrier's Position

The parties agreed to a final agreement covering Articles V and VI on 8-5-24 and agreed that the matter would be the subject for binding arbitration in the event of the agreement failing to be ratified.

Similarly, the parties agreed to many aspects of Article VII during negotiations and agreed to continue negotiating the narrowing and few outstanding issues through 8-20-24 and that the matter would also be the subject for binding arbitration in the event the timeline for negotiating expired.

The Organization has proposed changes to the TA seeking Board consideration, to which the Carrier objects, citing provisions of the PEB 250 agreement language which limits the scope of arbitral authority to whether and how the rules referenced in the specific article will be implemented only. PEB 250 agreement language does not allow the Organization to unilaterally submit unrelated new rules or the modification of unrelated existing rules for arbitration after the agreement to arbitrate has been agreed upon.

The Carrier recognizes that the provisions set forth in the PEB 250 Recommendations, now codified by the parties, emanate from negotiations preceding the PEB and reflect a level of resolution reached by the parties to the issues addressed in Articles V, VI, and VII. Particularly, Articles VI and VII restrict the Organization’s ability to raise any issues beyond the specific implementation of those parts the Carrier served notice on.

Notwithstanding the Organization’s improper attempt to seek provisions outside of the PEB’s parameters, the Carrier argues the terms of the TA should be imposed by the Board. For similar reasons, the Carrier contends their final 8-9-24 proposal concerning Article VII are the appropriate standards to be implemented pursuant to the PEB 250 Recommendations.

The Carrier stresses that Articles VI and VII empower the Carrier to serve notice after which the Organization is limited to responding to the specific implementation issues of only those items noticed by the Carrier.

Unlike the Organization, the Carrier never proposed additional work rules outside of those specified by PEB 250 in Articles VI and VII, rendering the Carrier’s Article VII proposal the more appropriate in adhering to the PEB mandates. The Carrier's rights under Articles VI and VII to select the items to serve notice on were an essential part of the quid pro quo balance under PEB 250 for the wage and compensation package.

Despite objections from the Organization, the parties engaged in lengthy and productive discussions narrowing down the Article VII noticed issues foreseeing arbitration. The Carrier's last formal proposal dated 8-9-24 and discussed between the parties on 8-15-24 represents the parties’ last best effort of an Article VII agreement and should therefore be adopted by the Board.

As for the mutually negotiated provisions of Articles V and VI reflected in the TA, the Carrier contends said document represents the earnest and thorough negotiations between the parties and should likewise be enacted by the Board.

Reasoning, Arbitrator Moreland

Presidential Emergency Board 250 provided a compensation package with a 22% wage increase compounded over a 5-year period; annual lump sum payments of $1,000. each year; plus, paid personal leave equivalent to an additional .5% gross wage increase. It was described by the Organization's National President, Dennis Pierce, as "the largest wage increases in nearly half a century." The product of years of negotiation, PEB 250 Recommendations also reflect bilateral gains for the Carrier commensurately bargained for in good faith which serve to offset the financial wins the Organization beholds. The presence of those balanced rights are reflected in the directives and language of Articles V, VI, and VII, as discussed, *infra.*

The Award herein is addressed in two basic parts; the tentative agreement between the parties following notice, bargaining, and a meeting of minds resulting in the reached agreement concerning Articles V and VI addressing quality of life and scheduling predictability; and secondly, in the specified items from Article VII addressing resource management that were noticed by the Carrier, responded to by the Organization, permissible within the parameters of Article VII, and negotiated by the parties to impasse.

As for Article V and VI, there is great apprehension to coerce by arbitration, contract provisions beyond what the parties themselves perfected during the prescribed negotiation process enacted by a Presidential Emergency Board. The tentative agreement before us clearly emanates from the PEB's narrowly fashioned parameters.

Under Article V, the Organization *shall* specifically notice the Carrier of the Organization's desire to establish agreement rules creating voluntary assigned off days and specify conditions for establishing said rules. The Carrier *may* respond with their own notice and specifics for establishing agreement rules creating voluntary assigned days off and specify any desired conditions for establishing said rules. Here, the establishment of voluntary assigned days off became the option of the Organization to undertake, after which the Carrier may respond with their own notice. The tone of the Presidential Emergency Board edict reflects a foregone conclusion that voluntary scheduled off days were/are to be implemented if initiated by the Organization, which is achieved in the tentative agreement before us.

Article VI states the Carrier alone *may* serve notice of the Carrier's intent to implement the automated bid scheduling agreement described therein and may identify Carrier-specific implementation matters the Carrier believes must be addressed in connection with any implementation thereof. The Organization *may* respond only to the Carrier-specific implementation issues specified within the Carrier notice which the Organization believes must be addressed. Here, the implementation is entirely at the option of the Carrier with the Organization constrained to raising "Carrier-specific implementation issues" in response.

It is further noted, Article V speaks to "establishing" rules while Article VI speaks to "implementing" a specified automated bid scheduling agreement preordained by the Presidential Emergency Board. Neither article reflects an intent by the PEB to allow the parties to diminish, obstruct, or impede the Carrier's obtained rights to the efficiency measures gained through protracted negotiations culminating in the PEB 250 Recommendations.

The Organization offered amendments to the Article V and VI tentative agreement after the failed ratification vote, to which the Carrier objects. Those additional last-minute proposals have been reviewed carefully against the backdrop of the PEB 250 directive: *"If the parties are unable to reach a ratified agreement...within 180 days of the initial notice, then either party may submit the matter to final and binding...interest arbitration..."* PEB 250 contemplated a negotiated agreement submitted for ratification within 180 days. Failing ratification, "the matter" (referencing what was presented for ratification) may be submitted to binding interest arbitration to be held within 60 days. The PEB further mandated the arbitration decision be rendered within 30 days. Clearly, PEB 250 requires a very expedient process moving quickly from notice to negotiated agreement, to ratification vote, to final and binding arbitration. The Organization's proposals to broaden the tentative agreement post failed ratification vote, runs counter to the streamlined process set forth by the Presidential Emergency Board and represents a variation from specified matters already identified and submitted for arbitration.

More specifically, the Organization's last-minute Article V proposal changes the agreed upon structure of the two rest days allowing Engineers to mark up for work after 24 hours instead of observing 48 hours of consecutive rest. This proposal significantly alters the agreed upon 6/2 schedule (6 on 2 off, work/rest arrangement) agreed upon by the parties and submitted to arbitration.

The Organization's last-minute Article VI proposal consist of items far beyond the scope of the item-specific article and the Carrier's notice, seeking to re-write significant portions of the tentative agreement. The Organization's posterior Article VI proposals are best characterized as an attempt to serve their own notice upon the Carrier, running counter to the PEB's directive empowering the Carrier to serve notice and exclusively identify Carrier-specific implementation matters. Like the Organization's last minute Article V proposal, their Article VI proposal also represents matters not included in the submission to arbitration.

The parties' tentative agreement on Article V and VI represents the product of collective bargaining within the parameters set forth by the Presidential Emergency Board and carried out by notable and skilled negotiators representing both sides; a document best left undisturbed by a third party, absent compelling reasons not demonstrated by the Organization.

Article VII, like Article VI empowers the Carrier the option of serving notice from the limited items specified therein, reflecting a deliberate narrowing of items contrived from years of quid pro quo negotiating the issues surrounding pools, extra boards, and work predictability/flexibility. A careful reading of Articles VI and VII reveal the PEB's clear intent to allow the Carrier to select from a short list of pre-determined issues and in doing so, control a very limited dialogue. The Organization's response is limited to issues concerning the implementation of the Carrier specified matters noticed, precluding the negotiation of additional issues without clear consent and waiver by both parties. The parties' letter of understanding states they negotiated the terms of Article VII pursuant to Article VII.

The evidence shows the parties' good faith Article VII negotiations are reflected in a draft agreement dated 8-9-24 containing proposals addressing subject items from Article VII and mirroring those noticed by the Carrier on 6-17-24, namely the conditions for self-supporting pools, pool and non-guaranteed extra board regulation, workforce predictability and flexibility through rest, and the assignment of positions governed by seniority. The evidence also shows the parties negotiated Article VII to a narrowly focused and short list of unresolved issues in contemplation of forthcoming interest arbitration. A very few remaining issues emerged; extra board rules under Article VII versus existing CBA Rule 26; unassigned pool freight rules under Article VII versus existing CBA Rule 59; and conditions governing SMART rest (a term used for rules designed to avoid federally mandated rest to increase employees' earning opportunities).

On 8-20-24 and 8-27-24, beyond the deadline for further negotiation and as the deadline for binding arbitration was approaching, the Organization sent new Article VII proposals to the Carrier that included measures beyond the scope of the Article VII items proper for negotiation and subsequent arbitration, such as mandating extra board pay to a minimum of $4,500. bi-monthly regardless of off days, allowing Engineers to drop their turn, and that all earnings from Engineers who choose to work on their voluntary off days not be applied to their pay guarantee. The Carrier contends these belated proposals seek to establish new rules not associated with the specifics of Article VII, nor do they address the singular concept of purely implementing the specifics of Article VII that were noticed by the Carrier. After a review of Article VII and the Organization's tardy proposals, the Board agrees.

The Carrier's 8-9-24 Article VII proposal memorializing items negotiated within the framework and timelines of Article VII, represents the latest intent of the parties at the bargaining table acting within their agreed upon deadline to arbitrate the specifically noticed Article VII items.

The provisions of the tentative agreement promulgated by this Award include and represent the parties' confirmation that their concluded negotiations resulted in said agreement, in satisfaction of the requirements of Articles V and VI of the Presidential Emergency Board 250 Recommendations.

V. AWARD

The Agreement between the parties that shall govern pursuant to and in accordance with Articles V, VI, and VII of Presidential Emergency Board 250's Recommendations shall be as follows:

I. ARTICLE V SCHEDULED DAYS OFF

1. The following will apply to thru freight road service and extra boards (excluding, locals and road switchers).

2. Engineers assigned to thru freight road service and extra boards will work a 6/2 schedule (6 on 2 off, work/rest arrangement).

3. Where thru freight road service and extra boards have been established, the scheduled weekly voluntary rest days will commence at 0001 hours, with the Engineer automatically marked back to the bottom of such board at 0001 following the rest day(s). Engineers will not be called for duty that commences on or after 23:59 hours proceeding their rest day.

4. If an Engineer is currently working or away from the home terminal at the time the scheduled rest day(s) are to begin, the rest day(s) will begin upon the Engineer's tie-up time at his home terminal and run for forty-eight (48) hours, with the

Engineer automatically marked back to the bottom of the board at the expiration of that time.

5. Rest days are assigned but optional. When an Engineer elects to take their rest days, both must be taken. Engineers who elect not to take their rest days must inform crew management by email or phone no later than 1400 hours on the Sunday prior to the next 7-day mark work cycle.

6. Calendar Days as recognized under Rule 59 of the current MidSouth and SouthRail agreements, will not be applicable or payable to assignments included under this agreement, when rest days are observed and, on any day, when returning from rest, if returning any time after 0001.

   An employee who works into their first rest day may elect to return at 0001 following their rest days instead of observing 48 hours from tie up.

   Example:
   Engineer Smiths, rest days are Tuesday Wednesday. Engineer Smith works into his first rest day of Tuesday and ties up at 0400. Engineer Smith returns to the board 48 hours later, 0400 on Thursday. Engineer Smith will not receive Calendar days for his two-rest days nor for Thursday due to returning to the board after 0001.

II. Article VI AUTOMATED BID SCHEDULING

(7-day Mark) (replaces any and all agreement articles with the exception of Article 25(e), Article 27(b) and existing "flowback" agreement, that outline placement procedures to permanent or temporary positions)

A. Employee Placement Procedures

An Engineer will be entitled to exercise seniority rights subject to the following procedures:

1. The following will apply to thru freight road service, extra boards, locals, yard, and road switchers.

2. Engineers will bid to a position or jobs for a seven (7) day period.

3. Engineers may place a bid to a position or job, including the Extra Board by filing a bid in the prescribed manner, by 1000

hours on Friday for the 7-day period that will begin 0001 hours on the following Monday.

a. Except as provided for in Part 9 below, all changes will be executed by 2201 hours Sunday for 0001 hours Monday.

b. Increases or reductions to assigned service or unassigned service will be done at 2201 hours Sunday for 0001 hours Monday.

c. Determination to establish a new job, abolish an existing job, or make changes to rest day schedule will be announced by noon on Wednesday for the following bid period. This will include increases or reductions in the pool made in connection with regulation.

4. Positions will be awarded by seniority preference in accordance with standing bid preference, and once awarded a position an Engineer will hold that position for that 7-day period.

5. Engineers who do not submit a different bid for a new bid period will be governed by their last standing bid.

   a. Once submitted, a bid will remain in effect until replaced by a new bid.

   b. In the event there is no standing bid or there are insufficient choices to place an Engineer, such Engineer will be assigned by the Company.

6. Engineers will be assigned to a job/assignment according to their standing bid on file. The Engineer will assume the job/assignment at 0001 on Monday. If the job is working the Engineer will assume the job/assignment when it ties up (unless the job is a pool in which the Engineer will be placed in the pool last out on his/her new assignment).

7. Engineers not assigned to a position on the 7-day mark as a result of a period of absence when marking up for service, will be placed on to the extra board until the next 7-day mark.

8. A vacancy that becomes available after the start of the bid period will be filled from the extra board until the remainder of that 7-day period.

9. Engineers must displace the junior employee in the pool or extra board when making a seniority move through the seven (7) day mark.

10. In the event of an emergency condition, the Local Chairperson and the CMC will consult upon an equitable arrangement to protect the service. Once the emergency is over, the 7-day bid system will be reinstated.

B. Filling Engineer Vacancies:

To the extent applicable the following call order will replace the current call order identified in Rule 25.

1. Applicable extra board.

2. Unassigned pool, if, or when established, at the location of vacancy.

3. Other extra boards, if established, in same terminal.

4. The senior demoted Engineer at the location of the vacancy, who is not on assigned rest days.

5. The first-out qualified rested Engineer on the nearest extra board(s) within the Seniority District via highway miles; if none.

6. The first-out qualified and rested Engineer on the nearest extra board via highway miles on the adjacent Seniority District. Engineers used from the adjacent Seniority District will only be used on a tour of duty basis.

7. Engineers at the location who are on assigned rest days in seniority order, provided RSIA rest requirements do not prevent them from protecting their next scheduled shift or extend their rest period from their scheduled return from rest days. Engineers at this step of the calling procedures are not required to accept the call.

III ARTICLE VII POOLS AND EXTRA BOARD

1. Self-Supporting Unassigned Pool Service

1. Unassigned pool service may be converted to self-supporting pools by the Company subject to the terms and conditions set forth herein.
   The implementation of self-supporting pools at these locations below is subject to STB approval of the ______________ and operational necessity:

   - Meridian, MS to Myrtlewood, AL
   - Myrtlewood, AL to Meridian, MS
   - Myrtlewood, AL to Jackson, MS
   - Jackson, MS to Myrtlewood, AL

2. Self-Supporting Pool shall include the home and away from home terminals of the run(s). Engineers in unassigned pool service run first-in, first-out among other Engineers in the same pool.

3. The Engineer who is marking off or not available to be called in proper order and the turns they occupy will then be removed from the pool rotation. The Engineer standing next out and rested, and the turns they occupy, will be used on the next call in that unassigned pool.

4. When the Engineer who marked off returns, they and their turn will be marked up to the bottom of the board in accordance with the agreement and will assume that position in the rotation of the unassigned pool.

2. Extra Boards

1. The Carrier may abolish or establish road, yard or combination extra boards which will be regulated by the Carrier based on the needs of service.

   NOTE: The number of extra board positions shall be regulated by the Company in a manner that provides Engineers the opportunity to make between 9 and 11 starts in a two-week checking period. This is not intended to operate as or constitute a guarantee.

2. Extra Board locations will be determined by the Company and not limited to current locations defined in Rule 26.

3. Extra Boards will operate on a first-in, first-out basis, based on tie-up time. Where more than one Engineer is marked

back up to the Board at the same time, their previous tie up time will govern their order.

4. Unless otherwise provided for herein, Engineers assigned to Extra Boards will fill temporary vacancies and extra assignments at the location of the Board.

5. Except when held for mandatory rest pursuant to RSIA, when Engineers mark back up for any reason they will be placed to the bottom of the Extra Board and the following will apply:

    a. Engineers who are held from the extra board to obtain mandatory rest pursuant to RSIA will retain their relative standing while obtaining the required period of rest after which they shall be subject to call in accordance with governing calling rules.

6. Extra Board positions will be assigned on the basis of seniority consistent with the provisions of the 7-day mark.

7. The Company will provide the General Chairman fourteen (14) days' advance notice for any Extra Board it intends to establish and/or abolish.

8. Except in cases of emergency which affects the continued operation of the railroad, increases or decreases to the Extra Board should occur at the time of the weekly board mark.

3. SMART Rest

1. There will be a process implemented that will allow the company to place Engineers on SMART rest at the home terminal, who elect not to observe their voluntary rest days and who have had starts on four (4) or five (5) consecutive days, as defined by the RSIA, to extend rest time on the fifth (5th) or sixth (6th) consecutive day in order to avoid being placed on duty prior to the expiration of 24 hours.

    a. The Company will place employees on "Smart Rest", subject to all the conditions of this Section being satisfied.

    b. After 4 days if employees haven't already achieved a natural reset break, the T&E Regulatory Specialist will begin evaluating opportunities to add the appropriate amount of regulatory rest to employees to ensure they receive the required hours off within a 7-day period to re-set their starts.

c. Considerations will include operational impact, and manpower status

d. The employees will not be contacted, this rest will be added into the crew system.

e. There will be no penalty claim for use of this provision.

f. The employee will remain in their position on the board until they become rested.

g. Provided that the individual observing "Smart Rest" works the next available tour of duty, which must be prior to any observed rest cycle, unavailability pursuant to the terms of this Section shall not be considered, in any manner, when calculating availability under the terms of any availability policy or attendance guidelines.

4. Assignment to Positions

Assignment to positions shall be governed by seniority in accordance with the provisions of the7-Day mark bid system.

The effective date of this Agreement will be coinciding with the first full 7-day mark cycle after the parties receive the Arbitration Award establishing this Agreement.

-END OF AGREEMENT-

It is the intent of this Award that the above-described Agreement is effectively binding upon the parties as if fully negotiated, expressed, ratified, and executed by the authorized representatives of both parties hereto, and said Agreement shall constitute the entire Agreement between these parties in accordance with and fulfillment of Articles V, VI, and VII of the Presidential Emergency Board 250 Recommendations enacted December 1, 2022.

The cost of the arbitration shall be borne equally by both parties pursuant to Articles V, VI, and VII unless mutually agreed otherwise.

This Award is rendered timely and shall become effective upon the date fixed herein below in accordance with Articles V, VI, and VII.

Thus signed this 14th day of October 2024

Sidney Moreland, IV, Arbitrator
Neutral Member/Chair

Alan L. Weed
Carrier Member

J. Alan Holdcraft
Organization Member