

## Section 2 Furloughed Retention Boards

A. Purpose – In recognizing the Company’s need to retain qualified Trainmen within their work force the parties agree to create an alternative to furlough/cutoff status for otherwise “surplus” Trainmen. The Furlough Retention Board (“FRB”) provides that alternative

B. Eligibility – Any Trainman working in a craft represented by the United Transportation Union who is **unable to exercise his seniority and who otherwise would be furloughed or cut off at the last terminal where the Trainman became qualified may be offered the opportunity to voluntarily accept a position on the FRB.** The Company will determine the location and number of Trainmen who may be assigned to the FRB. Once the numbers of slots have been determined, they will be offered in seniority order to **Trainmen who have been furloughed/cut off at the supply point.** The number of FRB positions made available at each location **may be adjusted by the Company on the first day of each bi-weekly pay period.**

C. Assignment

**1. When a Furlough Retention Board is established, CMC will notify a Trainman at the time of furlough/cut off of the FRB option. The newly furloughed/cut off Trainman must exercise his option within 2 hours of such notification.**

2. Qualified senior cut off/furloughed Trainmen who did not exercise their FRB option at the time of furlough may only displace junior Trainmen assigned to the FRB at 0001 hours on the Saturday of each bi-weekly pay period by notifying CMC of their intention as soon as practicable; but in no event less than 72 hours beforehand.

3. Once assigned, FRB Trainmen will be obligated to remain on the FRB for a minimum of two bi-weekly pay periods, unless recalled to active service during that time; or displaced by senior furloughed/cut off Trainmen at the supply point.

D. Availability

1. FRB Trainmen will be **required to be available to work or train on six (6) scheduled days per bi-weekly pay period,** which may also require them to work additional days in order to complete a tour of duty/return to his home terminal. **The six (6) scheduled days of required availability will be designated by CSXT Crew Management for each FRB position at the time they are established, and will be claimable by FRB Trainmen in seniority order at the beginning of each bi-weekly pay period.**

2. The performance of additional work to complete a tour of duty or return to his home terminal will not alter in any manner his obligation as an FRB Trainman or change his designated work days for the month. However, **FRB Trainmen will not be subject to CSXT’s Simplified Availability Policy until formally recalled to active service.**

**3. FRB Trainmen will not be eligible to use PLD’s, DVD’s and DDO’s on days scheduled to protect the Company’s service requirements.**

E. Work and Training – FRB Trainmen may be used on their designated work days for any work or training assignments required of other train/yard Trainmen. Trainmen will not be required to work or train outside of their supply point jurisdiction.

F. Vacancy Procedure

1. **FRB Trainmen may be used as a source of supply for filling vacancies, protecting emergencies and performing extra service when the extra board is exhausted.**

• CSXT and UTU agree it is not the intent of this agreement to use FRB positions in any manner to reduce the number of Trainmen assigned to extra boards. In this regard, CSXT specifically acknowledges its obligation to maintain a sufficient number of Trainmen on extra boards. Additionally, the parties acknowledge FRB is not intended to function as an alternative extra board, but rather as a mechanism to provide additional work opportunities and compensation to Trainmen that would otherwise be furloughed or cut off. It is not envisioned the existence of an FRB will modify traditional methods used for sizing extra boards. CSXT confirms it will not use this agreement to increase the number of Trainmen who would otherwise be in furlough status and/or to arbitrarily reduce extra board staffing levels as a result of the existence of an FRB.

2. Weekly Adjustments (Non-Pay Period Adjustments) – in the event five (5) FRB or more starts are used in a weekly period the workforce will not be reduced. If less than five (5) FRB starts are used weekly adjustments can be made to the extra board to be effective the following Saturday. Trainmen reduced from the workforce will be offered the opportunity to place themselves to the FRB. CMC may either add additional positions to absorb these Trainmen; or, reduce the equivalent number of junior Trainmen on the FRB Bi-weekly (Pay Period Adjustments) – For each nine (9) starts that have been protected by Trainmen assigned to the FRB during a bi-weekly pay period, one (1) additional Trainman will be recalled to the workforce on the next board adjustment following the biweekly pay period in which excessive FRB starts were used. Trainmen recalled to the workforce as outlined herein will remain on the working board for a minimum of one week and will be subject to regular board adjustments thereafter.

3. In the event a major shutdown associated with customer plants, a downturn of customer service requirements or the elimination of service is made known and it is not considered a “normal board adjustment”, the parties will immediately meet to review adjustments that will be made other than defined herein.

**G. Order of Call – Where multiple FRB Trainmen are scheduled on the same day, they will be called for work in seniority order if rested. FRB Trainmen may be called out of seniority order for rules class, re-certification exams or additional training as required.**

H. Compensation – FRB Trainmen will accept the conditions and rate of pay of the assignment for which called. If training or working on an assignment that is tied up at the away-from-home terminal, the Expenses Away From Home and Held-Away-From-Home Terminal provisions of this Agreement will apply.

## **I. Guarantee**

**1. FRB Trainmen will be guaranteed a minimum of four (4) days pay at the Trainman's Board Guarantee rate per bi-weekly pay period so long as the Trainman performs all work and training for which called on his scheduled days (or is available for service).**

**• A Trainman who is unavailable or does not answer a call on a scheduled day will forfeit one-half (1/2) of his guarantee (2 days) for that pay period, although he will continue to be called on subsequent assigned days for the remainder of the pay period and may accept the call; being compensated for service performed.**

**• Should a Trainman be unavailable or not answer two calls on scheduled days during a pay period, he will lose his entire guarantee for that pay period.**

**• Should a Trainman be unavailable or not answer more than two calls on scheduled days during any consecutive bi-weekly pay period, he will be removed from the FRB and will be ineligible to be re-instated to the FRB for the next six bi-weekly pay periods.**

2. All earnings attributable to the Trainman's association with the FRB will be offset against their guarantee for that bi-weekly pay period, including return trips that may commence on a day following a scheduled work day.

3. Compensation paid for personal leave days, daily vacation days or weekly vacation days on days other than scheduled work or training days will not be charged against the biweekly guarantee.

4. A Trainman observing vacation week(s) covering scheduled FRB availability days during a bi-weekly pay period will be offset 1/4<sup>th</sup> of his guarantee for each such day unavailable because they are on vacation.

5. The FRB guarantee payment will be included in the bi-weekly pay period in which it is earned.

**J. Health & Welfare – Health & Welfare benefits will be provided for FRB employees under the Health & Welfare plan for which they were covered by at the time of their furlough/cut off.**

K. Vacation Qualification & Entry Rates – Calendar days on which an FRB Trainman performs service or is scheduled to perform service will be included in the qualification for vacation (1.6 multiplier); such days shall also constitute a tour of duty in the application of Article IV, Section 6 (Rate Progression) of the Mediation Agreement made

**October 31, 1985 between the NCCC and the UTU.**