

ARTICLE I WAGES

Q-1: How will an employee be able to verify that he/she has received the full lump sum to which they are entitled pursuant to Sections 2, 3 and 5?

A-1: *The carrier will provide the General Chairman with a detailed explanation of the manner in which the signing bonus and lump sums have been calculated. Any employee who believes that his payment is incorrect will, upon request to the carrier, receive an explanation of how such payment was calculated.*

Q-2: (1) Do the General Wage Increases provided for in Article I apply to Reserve Board (Fireman) payments?

(2) Also to guaranteed extra boards and other reserve board payments?

A-2. (1) Yes.

(2) Yes.

Q-3: In calculating an employee's compensation for the 1% signing bonus and subsequent lump sum payments provided for in this Article, what is the basis upon which the percentage is determined?

A-3: *The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31.*

Q-4: Are the lump sum payments applicable to employees who are suspended, as well as employees who are reinstated with rights unimpaired?

A-4: *Yes, because in both cases the employment relationship is maintained.*

Q-5: Does the December 31, 1999, 4%/6% COLA apply to overmiles?

A-5: Yes.

Q-6: Will payments received by employees who are available on guaranteed extra lists and/or reserve pools, but not used, be considered when calculating the lump sum payments?

A-6: Yes, so long as such payments are subject to general wage increases.

Q-7: An employee had earnings in 1994 and 1995, however, the employee is not currently active due to disability. Is this employee eligible for the signing bonus and 1996 lump sum payment?

A-7: Yes, so long as the employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.

Q-8: Is it a correct understanding that those pay elements which were frozen by the provisions of Article IV, Section 5 of the 1986 BLE National Agreement will not be included in determining an employee's base year compensation?

A-8: The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

Q-9: If an employee received a bonus payment from the Carrier when "borrowing out" on other seniority districts, will such payment be included when calculating the lump sum payments provided for in this Article?

A-9: The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

Q-10: How will the lump sums be calculated for an employee who performed service for a Carrier not party to this contract during the years of 1994 and 1995, but currently employed by a Carrier party hereto?

A-10: *Only compensation earned on the carrier party to this agreement at which employed on the date payment is due will be credited.*

Q-11: What is the definition of "foreign-to-occupation" as used in Section 10?

A-11: *Foreign-to-occupation" is defined in Article I, Section 9 to mean "other than on duty".*

ARTICLE V - BENEFITS ELIGIBILITY

Section 1 - Health and Welfare Plan

Q-1: In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfillment of the seven (7) calendar day requirement for benefit eligibility in the succeeding month?

A-1: *This Article does not change existing definitions of the term "render compensated service" for purposes of Plan eligibility.*

Q-2: Does the seven (7) day qualifying requirement in the previous month apply to those employees who take a period of family or medical leave authorized and provided for under the Family and Medical Leave Act (FMLA)?

A-2: *No. Such period of authorized leave will be treated as if it were a period during which the employee rendered compensated service, subject to the limitations contained on Page 21 of the current Summary Plan Description of The Railroad Employees National Health and Welfare Plan.*

Q-3: If an employee has two (2) starts in one calendar day, how many days will he/she be credited with for purposes of fulfilling the seven (7) calendar day qualifying requirement?

A-3: *The employee receives credit for each calendar day worked.*

Q-4: How are employees treated with reference to benefit eligibility in cases of off-the-job injury and/or illness?

A-4: *In the same manner as currently being treated by the Plan without change.*

Q-5: How is benefit eligibility handled for employees who are absent?

A-5: *The employee must meet the eligibility requirements to be eligible for benefits in the following month.*

Q-6: How are the provisions of the Health and Welfare Plan affected by the changes in benefit eligibility?

A-6: *There is no change.*

Q-7: What was the intent of the parties when increasing the number of qualifying days for health benefit eligibility?

A-7: *The intent was for the employee to render a more proportionate amount of service in a given month so as to be eligible for health benefit coverage in the succeeding month.*

Q-8: Existing rules on some properties contain monthly mileage limitations, monthly earnings limitations, and/or maximum monthly trip provisions so as to possibly preclude an individual from satisfying the seven (7) day qualifying requirement?

A-8: *Under these circumstances, it was not the intent of the parties to disqualify the individual for health care benefits, nor was it the parties' intent for the individual to*

expend vacation days so as to otherwise meet the service requirements.

Q-9: Will mileage equivalents and overtime hours be used in calculating the seven (7) day requirement?

A-9: No.

Q-10: In situations where employees return to work after periods of extended absence as a result of but not limited to, disability, furlough, suspension, dismissal, leave of absence or pregnancy at a point in a calendar month so as to make it impossible to satisfy the seven (7) day requirement, but make themselves otherwise available or work all of the remaining days in that month, will they qualify for medical benefit coverage in the month next following their return to work?

A-10: *This is addressed in and will be determined in accordance with the provisions of Side Letter #7.*

Q-11: Does the term "local officials" as used in Side Letter #5 include division presidents, secretaries/treasurers and legislative representatives who may also be required to lose time from their assignments due to union obligation?

A-11: *No, local officials are limited to working General Chairmen, Local Chairmen, and State Legislative Board Chairmen.*

Q-12: Will regular assigned road freight service employees and/or pool service employees who may be prevented from performing service in a calendar month equal to or exceeding the seven (7) calendar days due to, but not limited to acts of god, catastrophe, inclement weather, related industry shutdowns or other traffic pattern conditions be deemed ineligible for health benefits in the succeeding month?

A-12: *This is addressed in and will be determined in accordance with the provisions of Side Letter #7.*

Q-13: Is it correct that in the event of an employee and/or dependent(s) losing coverage under this rule, such individual will be eligible to continue coverage in accordance with the COBRA rules?

A-13: *Eligibility for COBRA coverage remains unchanged.*

Q-14: When does a newly hired employee first become covered for employee and/or dependent health benefits?

A-14: *This is addressed in and will be determined in accordance with the provisions of Side Letter #7.*

Q-15: Will paid holidays be counted in meeting the qualifying requirement?

A-15: *This Article does not change existing definitions of the term "render compensated service" for purposes of Plan eligibility.*

ARTICLE V - BENEFITS ELIGIBILITY

Section 2 - Vacation Benefits

Q-1: In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfilling the qualifying requirements for vacation to be taken in the succeeding year?

A-1: *Yes, with respect to Reserve Boards and Personal Leave Days, if that is the current practice on the individual railroad.*

Q-2: Is it correct that an employee who works six (6) months in yard service and six (6) months in road service will qualify for a vacation after rendering service amounting to the equivalent of 150 qualifying days commencing January 1, 1997?

A-2: *There is no change from existing applications concerning employees with road and yard rights.*

Q-3: How many days must an employee work in 1996 to qualify for a vacation to be taken in 1997?

A-3: There is no change in the National Vacation Agreement which will increase the qualifying days in 1996 for a 1997 vacation period. Beginning in 1997, however, employees must meet the new qualifying criteria for a 1998 vacation.

Q-4: Are current system agreements providing more than two splits in annual vacations affected by this agreement?

A-4: No.

Q-5: Are current system agreements providing for more than one week of annual vacation to be taken in single day increments changed by this agreement?

A-5: No.

Q-6: What procedure should be followed when requesting a single day of vacation?

A-6: Employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

Q-7: Must the Carrier allow the request made by an employee to observe a single day of vacation?

A-7: Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

Q-8: Will employees be automatically marked up for service upon return from vacation periods of more than a single day?

A-8: The new provisions for automatic mark-up apply only when taking vacation in less than

one week increments. Otherwise, existing rules and practices continue to apply.

Q-9: There are many questions raised with regard to the change in the number of qualifying days. The questions include, but are not limited to, the application of the 1.6 and 1.3 multiplying factors and the determination of the number of accumulated days of service for qualification for extended vacation. How might these questions be resolved?

A-9: *The parties commit to the formulation of a Vacation Synthesis so as to fully incorporate the changes made in this Agreement and to serve as a guide to resolve these questions and issues.*

Q-10: When an employee elects to observe one (1) week of vacation in single day increments as provided for in paragraph (f) does that constitute one (1) of the allowable two (2) splits in his/her annual vacation as provided for in paragraph (e)?

A-10: *Yes.*

Q-11: Does the term "local officials" as used in Side Letter #6 include division presidents, secretaries/treasurers and legislative representatives who may be required to lose time from their assignments due to union obligations?

A-11: *No, local officials are limited to working General Chairmen, Local Chairmen, and State Legislative Board Chairmen.*

Q-12: In application of paragraph (f), how many days of single day vacations may a yard service and road service employee be permitted to take; five, six or seven days?

A-12: *This question should be decided on each individual property in accordance with the past practice as to what appropriately constitutes one (1) week of annual vacation.*

Q-13: Can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than single day increments?

A-13: *Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.*

Q-14: **If an employee observes a single day of vacation and subsequently becomes ill so as to be unable to work the next day, what must he/she do inasmuch as they are to mark-up for service automatically?**

A-14: *The employee should follow the established procedure for marking off sick.*

Q-15: **Are an employee's obligations under existing rules and practices with respect to protecting service on his assigned off/rest days changed if the employee observes a single day of vacation immediately prior to such off/rest day?"**

A-15: *No.*

Q-16: **May an employee request a single day of vacation to be taken immediately following a day where he/she was off sick or observing a personal leave day?**

A-16: *Yes.*

ARTICLE VI - PERSONAL LEAVE DAYS

Q.1: **Are passenger and local freight service engineers entitled to personal leave days provided for in the Article?**

A.1: *Yes. The intent of Article VI was to provide personal leave days to all engineers who were not entitled to paid holidays.*

Q.2: **Is the time in service in other crafts counted when determining years of service?**

A.2: *Yes, if that is the current practice on the*

individual railroad.

Q.3: May an employee eligible for personal leave days accumulate days he is not allowed to take during the year?

A.3: *Yes, up to a maximum of thirty (30) days.*

ARTICLE VII - ENHANCED EMPLOYMENT OPPORTUNITIES

Q-1: Should a subsequent separate transaction occur after an initial relocation would the affected employee be allowed to again apply under Section 2?

A-1: *Yes.*

Q-2: What does "deprived of employment" mean for the purposes of the application of this Article?

A-2: *The inability to obtain any possible position to which entitled.*

Q-3: Will the resultant seniority roster established per Article VII, Section 2, cause any employee to suffer a loss of seniority on any roster to which they currently have seniority?

A-3: *No. Such employee establishes seniority as of the date of service in the vacant, must fill or claim open, must fill position. All existing seniority remains intact.*

Q-4: In order for an employee to receive the relocation allowance under Section 2(c), is it required that the employee:

(a) Sell his/her existing residence?

(b) Stay/work a minimum amount of time at the new location?

(c) Move thirty (30) or more miles from his former residence?

- A-4: (a) No.
- (b) *To receive the full allowance, the rule requires that the employee be at the new location at the time the second payment is due.*
- (c) *Yes. The note to paragraph (c) requires an exercise of seniority a distance greater than 50 miles.*
- Q-5: **What is the definition of "prior right territory(s)" as set forth in the note to Section 2(c)?**
- A-5: *This is determined on the individual properties in accordance with the applicable rules and/or practices governing seniority.*

ARTICLE VIII - RATE PROGRESSION

- Q-1: **What rate of pay is applicable to employees who are promoted to conductor (foreman) and/or engineer but are working as brakemen (helpers) and/or hostler?**
- A-1: *Once an individual is promoted to conductor (foreman) and/or engineer, that employee receives the applicable rate percentage, regardless of the craft in which they are working, until such time as they reach the next rate step in accordance with Article IV, Section 5 of the 1991 Implementing Document.*
- Q-2: **An 80% entry rate employee promoting to engineer March 1, 1996, immediately elevates to the 85% entry rate. On his/her July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?**
- A-2: *No. The employee goes to 90% on July 1, 1997.*
- Q-3: **An employee is elevated to the next step in the rate progression upon promotion from brakeman to conductor. Does that employee elevate to the next step upon subsequent promotion to engineer?**
- A-3: *Yes.*

Q-4: Where existing promotion rules or practices provide for the automatic promotion to conductor and engineer upon promotion to either conductor or engineer, will an employee be elevated two (2) steps on the wage scale?

A-4: Yes.

ARTICLE IX - ENHANCED CUSTOMER SERVICE

Q-1: What is the intent of the parties with respect to the provision in paragraph (b) which states "..., the Carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours advance notice..."?

A-1: *The intent was for the Carriers to routinely give as much advance notice as possible to the involved BLE General Chairmen(s) prior to implementation of the proposed service under paragraph (a).*

Q-2: Should the Carrier notify the General Chairmen(s) in writing when and where it intends to establish such service and identify the involved customer?

A-2: *Yes, and such notification should include the specific rule(s) where relief or relaxation is requested.*

Q-3: What will prevent the Carrier from routinely furnishing the minimum notice under the rule, i.e., 48 hours, prior to implementing the desired service?

A-3: *The intent was for the Carriers to routinely give as much advance notice as possible to the involved BLE General Chairmen(s) prior to implementation of the proposed service under paragraph (a).*

Q-4: Is it the intent of the parties that the Joint Committee referred to in paragraph (c)

will be established and meet at the location where the proposed service is to be implemented?

A-4: *The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.*

Q-5: Can the Carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that Carrier within the combination road-yard service zone?

A-5: *The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.*

Q-6: Does this rule permit the use of road crews to perform customer service within switching limits?

A-6: *The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.*

Q-7: Can the Carrier be considered a customer in the application of this rule?

A-7: *The word "customer", as used in paragraph (a), was not meant to apply to the Carrier.*

Q-8: Is there any limitation as to the number of

miles a yard crew may be required to travel in road territory in order to provide the customer service contemplated by this rule?

A-8: *Yes. Yard crews are limited to the minimum number of miles necessary to accomplish the service consistent with the spirit and intent of the parties.*

Q-9: **Where customer service can be accomplished by a road crew, is the Carrier within the intent of the rule to establish the use of a yard crew to perform this work?**

A-9: *The Carrier's use of yard crews must meet the requirements of the rule.*

Q-10: **Does this Article IX supersede the Road/Yard Service zone established under Article VIII, Section 2(a)(iii) of the May 19, 1986 National Agreement or the agreed upon interpretations pertaining thereto?**

A-10: *No, this Article amends Article IX - Special Relief, Customer Service - Yard Crews of the BLE Implementing Document of November 7, 1991.*

Q-11: **Does Article IX contemplate the use of yard crews from one seniority district or Carrier to perform service for a customer which is located on the line of another Carrier?**

A-11: *It is not the intent of the rule to permit yard crews from one Carrier to substitute for yard crews of another unrelated Carrier.*

Q-12: **Are any employee protective provisions applicable to employees adversely affected by the institution of service under Article IX?**

A-12: *As set forth in paragraph (e).*

Q-13: **Does Article IX contemplate the establishment of split-shifts in yard service?**

A-13: *No.*

Q-14: Paragraph (e) requires that the Carrier show a "bona fide" need for the rule relief requested or that it cannot provide the service at a "Comparable Cost" under the existing rules. Will the Carriers burden of proof in this regard be met simply by showing that the customer service can be accomplished at a reduced cost?

A-14: *No, a carrier will also have to demonstrate compliance with Section 1(a).*

Q-15: If a yard crew is providing particularized service to a customer under this rule, may the Carrier properly require the yard crew to provide service to other industries located in the area or along the line?

A-15: *The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.*

Q-16: May the Carrier use a road crew to provide service to a customer within the switching limits of a terminal?

A-16: *The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.*

Q-17: Will a yard crew used in accordance with this Article have its work confined solely to meet the specific service requirements?

A-17: *The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.*

Q-18: **Can Employees of a Carrier who may be restricted by physical disabilities or for disciplinary reasons from performing road service on that Carrier be used to perform such service under this Article?**

A-18: *No.*

Q-19: **If a carrier fails to comply with the provisions of Article IX, what remedy is available to employees adversely affected by the carrier's implementation of its proposal?**

A-19: *The arbitrator is authorized to fashion a remedy appropriate to the circumstances under Section 1(e).*

ARTICLE X - DISPLACEMENT

Q-1: **On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?**

A-1: *No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.*

Q-2: **Is an employee displaced under Section 1, electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?**

A-2: Yes.

Q-3: **How is an employee covered by this Article handled who fails to exercise seniority placement within 48 hours?**

A-3: *Such employee is assigned to the applicable extra board, seniority permitting, pursuant to Section 1(b) and subsequently governed by existing rules and/or practices.*

Q-4: **How long a period of time does an employee have to exercise displacement rights outside the boundaries specified in Section 1(a)?**

A-4: *The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.*

Q-5: **What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?**

A-5: *A new 48-hour period begins.*

Q-6: **Is it intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to extra board restrictions and or seniority consideration?**

A-6: *See Section 1(c) of Article X.*

Q-7: **Is it the intent of Article X to impose discipline on employees who fail to exercise seniority within 48 hours?**

A-7: *No, Section 1(b) provides that in these circumstances the employee will be assigned to the applicable extra board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such extra board.*

Q-8: Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?

A-8: No.

Q-9: If an employee notifies the Carrier of their intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48 hour period of their desire to displace within the 30 miles?

A-9: No.

Q-10: How is the 30 miles limit to be measured -- rail or highway?

A-10: Highway.

Q-11: When does the 48 hour time period within which the employee must exercise displacement rights begin?

A-11: *When properly notified under existing rules governing this situation.*

ARTICLE XI - NATIONAL WAGE AND RULES PANEL

Q-1: Can the activities of the panel be stopped at any time during the process and, if so, by what means?

A-1: *Yes, in accordance with Section 4(a).*

Q-2: Are the parties limited to considering only those items listed in Section 2?

A-2: Yes.