

QUESTIONS AND ANSWERS

Article I - Wages

Q-1 How do the eligibility provisions for the Longevity Bonus in this Agreement differ from the eligibility provisions for the Signing Bonus and Lump Sum Payments provided for in Article I of the National BLE Agreement dated May 31, 1996 ("1996 Agreement")?

A-1 The dates, of course, are different, and the time period for ascertaining eligibility is different. All other eligibility issues should be governed by how eligibility was determined under the 1996 Agreement.

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Q-2 What are some examples of the application of the Answer to Q-1?

A-2 The following are illustrative examples:

E-1 An employee is reinstated to service with seniority unimpaired but without pay for all time lost. Is such employee entitled to the payment provided for in Section 1(a)?

No.

E-2 Will receipt of vacation pay during the period October 1, 2003 and November 30, 2003 qualify an individual for the Longevity Bonus?

No.

E-3 An employee received compensation for active service performed during the period October 1, 2003 and November 30, 2003 but died prior to December 1, 2003. Is this employee eligible for the Longevity Bonus?

Yes, provided the employee is otherwise eligible as provided in the Article.

- E-4 Will employees on reserve boards, guaranteed extra boards, and the like, and those employees receiving displacement/dismissal allowance under the various labor protective provisions be eligible for the Longevity Bonus provided for in the Article?

Yes, provided that such employees are otherwise eligible as provided in the Article.

- E-5 Will the Longevity Bonus be included in earnings for calculation of vacation pay?

Yes.

- E-6 Will employees on authorized military leave during the period specified in Article I, Section 1(b)(3)(i) be eligible for the Longevity Bonus upon return to service with the Carrier?

Yes, provided they have established seniority in train or engine service with a covered carrier on or before October 31, 1985.

- E-7 If an employee is unable to work at any time between October 1, 2003 through November 30, 2003 due to his/her part-time involvement with union business, is such employee eligible for the Longevity Bonus?

No.

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- Q-3 Will the payment of the Longevity Bonus be used to offset any guarantee an employee may be receiving, regardless of type of guarantee it may be?

A-3 The Longevity Bonus cannot be used to offset guarantees in protective agreements or arrangements.

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Q-4 Under what circumstances will BLE members working as firemen or trainmen be eligible for the Longevity Bonus?

A-4 If such employee received compensation for active service performed under a BLE collective bargaining agreement at any time during the period October 1, 2003 through November 30, 2003, had not received a Longevity Bonus by virtue of employment under another agreement, and is otherwise eligible, such employee will be eligible for the BLE Longevity Bonus.

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Q-5 How will General Wage Increases (GWI) and Cost-of-Living (COLA) be applied to other than standard rates of pay and monthly guarantees applicable to road and yard service employees?

A-5 The GWI's and COLA's provided for in this Agreement will be applied in the same manner as they have been applied in the past.

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Q-6 Will the 4% GWI effective July 1, 2002 and the 2-1/2% GWI effective July 1, 2003 be paid retroactive to such respective effective dates following ratification and adoption of this Agreement?

A-6 Yes.

Q-7 Is it the parties' intent that an employee who otherwise qualified under Article I, Section 1, and who received compensation for active service performed during the specified period, would not be eligible for the Longevity Bonus if he/she were off at any time during the qualification period for union business?

A-7 No.

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Q-8 The applicable agreement provision on a carrier expressly provides that a certain duplicate time payment is subject to adjustment for subsequent general wage increases. Will the general wage increases provided for in Article I be applied to such duplicate time payment?

A-8 Yes.

Article II - Optional Alternative Compensation Program

Q-1 How will such a program be determined and implemented?

A-1 The program is totally optional, and will be offered at each Carrier's discretion, and will be implemented only by mutual agreement between the parties.

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Q-2 What is meant by the term "smallest employee grouping that can administered"?

A-2 The least number of employees agreed to by the parties.

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Q-3 May employees elect to opt out of an agreed to "Optional Alternative Compensation Program" when offered?

A-3 Alternative compensation arrangements negotiated under this Article will cover only the employees mutually agreed to by the parties.

Article III - Cost-of-Living Payments

Q-1 Will the cost-of-living adjustments provided for in Part B be applicable to overmile rates of pay?

A-1 Yes.

Article V – Pay System Simplification

Q-1 May the parties subject to the local negotiations that establish Trip Rates agree to include other components (including overtime) in Trip Rates?

A-1 Yes, provided there is mutual agreement to do so.

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Q-2 If an employee is subject to entry rates and rate progression at the time Trip Rates are established, is such employee to receive the applicable percentage, i.e., 75%, 80%, 85%, etc., of the newly established Trip Rate?

A-2 Yes, as provided in Article V, Part B, Section 4(c)(2) and Article VI.

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Q-3 Under Article V, Parts B and C, will Trip Rates be developed and implemented on the same basis described therein for firemen (where applicable) on those properties where BLE is the duly designated representative for such employees under the Railway Labor Act?

A-3 Yes.

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Q-4 Once a Trip Rate has been developed, are future general wage increases and cost-of-living allowances applicable to the entire Trip Rate?

A-4 Yes, except as provided in Article V, Part B, Section 4(c)(1).

Q-5 Once a pay element has been incorporated in the calculation of the trip rate, will claims for that pay element be considered by the Carrier?

A-5 No. Claims for such pay elements incorporated in the Trip Rate will not be considered by the Carrier and will not be responded to.

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Q-6 Will all claim settlements or arbitration decisions related to pay elements that are included in Trip Rates be incorporated in the Trip Rate calculation?

A-6 Yes, for those settlements or decisions that are based on events that took place during the applicable Test Period, but were not included during the initial Trip Rate calculation.

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Q-7 Where a pool/run consists entirely of post-85 employees, will the earnings attributable to them be computed as if they were pre-85 employees?

A-7 Yes, but where the parties determine that recomputing earnings to determine as to what elements of pay to be incorporated in the Trip Rate would have been paid to pre-85 employees is not feasible, the parties may use data from a comparable run (comparable in length, running time, and other operating characteristics) to determine the value of such pay elements, which will be included in the Trip Rate computation.

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Q-8 Will earnings paid to extra employees working in the pool be included in the test period?

A-8 Yes, as provided in Article V, Part B, Section 3.

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Q-9 After the establishment of Trip Rates, the Carrier required additional work of a crew so as to violate a work rule not included in the Trip Rate calculation. Is such penalty payment still applicable and, if so, at what rate?

A-9 Yes, penalty payments not included in the Trip Rate will still be payable at the same amount at which paid prior to the establishment of Trip Rates. For example, if a certain penalty payment is paid as a basic day prior to the establishment of Trip Rates and that penalty payment is not included in the Trip Rate, the proper penalty payment would still be a basic day after the implementation of Trip Rates.

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Q-10 How will an employee covered by the Trip Rates be compensated for personal leave days, holiday pay and/or vacation pay?

A-10 Compensation for personal leave days, holiday pay and/or vacation pay, will continue to be paid in accordance with rules and practices in existence prior to establishment of Trip Rates. If those rules and practices require payment of earnings of a trip, Trip Rates, if established, will apply.

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Q-11 Can either party, i.e., BLE or Carrier, submit a dispute over the Trip Rate implementation to the National Disputes Committee?

A-11 Yes.

Q-12 At what point is it appropriate for a dispute to be referred to the National Disputes Committee?

A-12 After notice has been served pursuant to Article V, Part B, Section 9(a) and carrier has proposed a Test Period for a particular run/pool, if an impasse develops, either party may refer a dispute to the National Disputes Committee.

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Q-13 Does a Trip Rate proposed by the Carrier, based solely upon the incorporation of the National Pay Elements set forth in Section 5, become effective thirty (30) days after the Carrier's notice is served, absent agreement between the parties?

A-13 Yes, unless the BLE representative(s) make a timely written referral of the matter to the National Disputes Committee.

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Q-14 If Trip Rates are not established by the date specified in Article V, Part B, Section 9(g), can the Carrier delay the application of the national pay elements set forth in Article V, Part B, Section 5 to post October 31, 1985 employees effective the next day after that date by simply referring the matter to the National Disputes Committee?

A-14 No. Under those circumstances, Article V, Part B, Section 9(h) provides in part that, effective on the next day after the date specified in Article V, Part B, Section 9(g), post October 31, 1985 employees on runs/pools for which Trip Rates have not been implemented by such date "will be paid on the same basis as Pre-85 Employees represented by BLE with respect to the national pay elements identified in Section 5 of this Part", and the National Disputes Committee will resolve the Trip Rate issue(s) in dispute if such is referred to the Disputes Committee by either party. However, disputes pending before the National Disputes Committee prior to such date over any issue will be governed solely by the

outcome of the dispute resolution process as provided in Article V, Part B, Section 9(h).

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Q-15 Does the implementation of Trip Rates permit road crews to perform any additional work (moves) at the initial, intermediate or final terminals over and above that permitted by existing agreements?

A-15 Article V, Part A, Section 1(b) provides that the provisions of the new pay system will have no effect on work rules except where a pay element is incorporated in a Trip Rate.

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Q-16 In computing overtime will the Trip Rate be used?

A-16 No. Overtime will continue to be applied as it is now.

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Q-17 Will Trip Rates be applicable to both the working trip and the deadhead trip?

A-17 Yes. Where Trip Rates are implemented, employees will receive the Trip Rate for both the deadhead and the working trip. Multiple Trip Rates will not be paid when service and deadhead(s) are combined during a tour of duty.

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Q-18 Road extra board employees are used to provide Hours of Service relief as well as protecting other road assignment vacancies. How will these employees be compensated when performing service once Trip Rates are established?

A-18 A road extra board employee called to provide hours of service relief, or multiple trip turnaround service, will be paid the Trip Rate of the service for which called. When called to fill vacancies, road extra board employees will be paid the appropriate Trip Rate of the assignment for which called.

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Q-19 What constitutes a “material change”?

A-19 ~~Article V, Part B, Section 8 provides a process for adjustment of an established Trip Rate in response to a subsequent material change, i.e., one that significantly affects the run/pool.~~

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Q-20 What elements of pay will be included in a yard Trip Rate?

A-20 This determination will be made, where the parties agree to implement a yard Trip Rate, on a basis that is consistent both with yard service and with the terms, conditions, principles and guidelines set forth in Parts A and B of Article V.

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Q-21 How will the “12-month period of normalized operations” be determined in calculating Trip Rates?

A-21 The 12-month Test Period will be proposed by the carrier in its notice, with the burden of substantiating such period as reflecting “normalized operations” for the pool/run placed on the carrier.

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Q-22 Will pay elements not specifically included in Trip Rates continue to be applicable?

A-22 Yes.

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Q-23 How will Trip Rates be determined for new runs/pools since there is no "Test Period"?

A-23 As provided in Article V, Part B, Section 7.

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Q-24 Will the establishment of Trip Rates have any affect on local agreements providing for mileage and/or earnings regulations.

A-24 No. Such local agreements will continue to apply.

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Q-25 Does the 12-month period of Normalized Operations by this Article have to be consecutive?

A-25 Yes, if the 12 consecutive months actually reflect Normalized Operations.

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Q-26 Are additional mileage or time payments, such as mileage or terminal mileage payments, afforded certain group(s) of employees as a result of other agreement rules or provisions other than the May 19, 1986 Arbitrated National Agreement to be included in the earnings used to develop a Trip Rate?

A-26 No.

Q-27 Does the term “yard runarounds” refer to road crews who are called in order but depart the initial terminal out of that order?

A-27 Yes.

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Q-28 Will implementation of Trip Rates change a protected employee’s test period average or test period hours?

A-28 No.

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Q-29 If a separate working trip is made by the pool/run following an automatic release or after completion of the initial working trip and such separate working trip is treated as a Start for purposes of computation of that pool/run’s Trip Rate, how will such separate working trips be treated after implementation of Trip Rates?

A-29 They will be treated as separate Starts.

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Q-30 For the purposes of Article V, Part B, Section 9(h), what date will be treated as “the date specified in subsection (g)”?

A-30 The first day of the thirtieth (30th) full calendar month following the date of this Agreement, except as provided below.

That date will be March 1, 2005 for any run/pool not covered by Trip Rates with another operating organization, unless as of that date:

(i) a carrier notice to implement Trip Rates for such run/pool with such other operating organization is pending, or

(ii) Trip Rates have not been implemented for such run/pool with another operating organization either by agreement of the parties or pursuant to Disputes Committee authorization.

Article VI - Service Scale

Q-1 If an agreement is not reached on an individual railroad as contemplated by Section 3, how will employees establishing seniority on or after July 1, 2004 be compensated?

A-1 In accordance with the rules that adjust employee compensation based on length of service in effect on such railroad on June 30, 2004

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Q-2 Are entry rates and rate progression provisions of existing agreements eliminated on July 1, 2004?

A-2 Yes, but only for employees subject to such provisions on June 30, 2004 represented by BLE and only when working as a locomotive engineer on and after July 1, 2004.

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Q-3 A local rule currently provides that an employee who is subject to rate progression will be paid, when working as a locomotive engineer, at the full rate of pay. Is that local rule affected by Article VI?

A-3 No.

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Q-4 How will the new Service Scale contemplated by Section 3 be established?

A-4 By the Carrier, subject to review by the organization representative(s).

Q-5 Will the Service Scale to be established by the Carrier be identical to that which is governed by existing rules, which are in effect on such Carrier on June 30, 2004?

A-5 Yes.

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~~Q-6 Does this Article apply to firemen in training programs to become locomotive engineers?~~

A-6 No.

Article VII - Enhanced Manpower Utilization

Q-1 What is meant by the phrase “authorized or approved time off”?

A-1 This phrase is intended to mean the time such as, but not limited to, when an employee is off account of personal illness, Family and Medical Leave Act, personal leave days, vacations, or any other approved time off.

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Q-2 Is the Carrier required to provide the organization representative(s) anything more than a synopsis of their proposed rule?

A-2 Yes. A detailed proposal must be provided to the organization representative(s) prior to any submission of the matter to final and binding arbitration.

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Q-3 Will this Article have any affect on existing work/rest agreements currently in effect?

A-3 No.

Article VIII - National Wage & Rules Panel

Q-1 Are the items to be considered by the Panel limited to those set forth in this rule?

A-1 No. The parties are free to discuss and resolve any matters of mutual concern consistent with the intent of this forum.

Article IX - Off-Track Vehicle Accident Benefits

Q-1 What effect do the improvements to the Off-Track Vehicle Accident benefits have upon employees entitled to receive them?

A-1 The Off-Track Vehicle Accident benefit improvements merely increase existing benefit levels.

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Q-2 What changes were made to the application of "Off Track Vehicle Coverage"?

A-2 The benefits were increased and there are no changes to the application.

Article X - General Provisions

Q-1 In several Articles of this Agreement reference is made to the date October 31, 1985 when discussing "pre-85" and "post-85" employees. The parties recognize that other specific dates may exist in agreements which define issues relative to "pre-85" and "post-85" employees.

~~Accordingly, do the parties agree that the reference to "pre-85" and "post-85" employees in this Agreement is intended to include all employees such as those referenced above?~~

A-1 The parties agree that this must be answered on a case-by-case basis in light of the parties' mutual intentions and an evaluation of the relevant facts and circumstances.