

ARTICLE I – THOROUGHBRED PERFORMANCE BONUS

- Q.1 How will starts worked in other crafts be counted for bonus eligibility?**
A.1 Starts in other crafts will be converted to factored starts according to the class of service performed (through-freight or other-than-through-freight service) for the purpose of engineer bonus eligibility. The calculation of the bonus amount will still be based on engineer earnings as defined in the June 1996 Agreement.
- Q.2 How will vacation taken by employees whose regular assignments are in other than thru freight be counted for bonus eligibility?**
A.2 Employees will receive credit for 5, 6, or 7 factored starts per week. The number of starts will be determined by the number of days that the employee's regular assignment is bulletined to work.
- Q.3 How will vacation taken by employees whose regular assignments are in through freight be counted for bonus eligibility?**
A.3 Employees will receive credit for the weekly average starts of a pool spot in their assigned pool. The weekly average will be determined by reviewing the number of starts in the pool in the calendar month previous to the vacation period. The average starts will be factored in accordance with Side Letter No.3.
- Q.4 How will vacation taken by extra board employees be counted for bonus eligibility?**
A.4 Employees assigned to road or combination boards will receive credit for 7 unfactored starts. Employees assigned to yard boards will receive credit for 5 factored starts
- Q.5 How will multiple starts be counted for bonus eligibility?**
A.5 A second start paid on the basis of a new day will be credited.
- Q.6 If a yard or local assignment is annulled on a holiday, will the regularly assigned employee be credited with a start?**
A.6 Yes. An employee assigned to a regularly scheduled yard or local assignment that is annulled for a single day will be credited with one factored start (unless they are not available for service on the involved day).
- Q.7 If an assigned road engineer's job is annulled for a day, is he given credit for bonus eligibility purposes?**
A.7 Employees assigned to a regularly scheduled yard or local assignment that is annulled for a single day will be credited with one factored start (unless they were not available for service on the involved day).
- Q.8 How will elected union officers who miss starts due to marking off for union business be treated for the purpose of calculation of starts for bonus eligibility under this agreement?**
A.8 Within ten days of the last day of each quarter, the General Chairman will submit to the Director of Labor Relations a list of elected union officers who have missed starts during that quarter due to being off for bona fide union business. The information will identify the starts missed and the reason and will verify that the employee received pay in lieu of lost wages (as will be reported on the year end LM-2, 3, and 4 reports) from the BLET. The General Chairman will certify that the information furnished is accurate to the best of his knowledge. Missed starts will not be counted unless certified by the General Chairman.
- Q.9 If an engineer is compensated under any make-whole agreement, will he be credited with the corresponding amount of starts?**
A.9 An engineer will accumulate a start for each actual tour of duty performed.

- Q.10 Will time spent at away-from-home terminals or time spent for re-familiarization trips without pay count toward qualifying for bonus?**
- A.10 No. Employees will be required to work the requisite amount of starts. Subject to the provisions of Side Letter No. 3.
- Q.11 How will starts missed account of marking off safety, company business (including DSLE), attending mandatory NS workshops, attending court on behalf of the Company, or participating in START conference where time is lost be counted for bonus eligibility?**
- A.11 An engineer who loses time will have a start credited when marked-off for the following: paid mandatory work shops, DSLE service, bona fide company business; and, attending court and jury duty in accordance with the Agreement rules applicable to those events.
- Q.12 How does a combined deadhead from terminal to terminal count for bonus eligibility?**
- A.12 A combined service and deadhead or combined deadhead and service or a deadhead from terminal A to Terminal B will count as one start according to the class of service (through-freight or other-than-through-freight service) for which called.
- Q.13 How will starts be counted for employees who work in both through freight and other than through freight in the same year?**
- A.13 Starts will be factored according to the class of service performed (through freight or other than through-freight service). Employees with a combination of service in one year will be required to meet the cumulative annual start totals for through freight for the purpose of engineer bonus eligibility.
- Q.14 How many starts would accrue for a flip trip (a combined service and deadhead trip)?**
- A-14 An engineer will be credited with two starts if his or her run is more than a basic day in a single direction (and one start if it is not). The entire mileage of the combined service will be used to calculate when overtime commences.
- Q.15 Are one or two starts credited where no flip trip has been established and an engineer operates in combined service (by deadheading from one terminal to another and then takes a train from one terminal to another or vice versa)?**
- A.15 In these circumstances an engineer will be credited with two starts if his or her run is more than a basic day in a single direction (and one start if it is not). The entire mileage of the combined service will be used to calculate when overtime commences.
- Q.16 How are engineer availability requirements affected by the starts for bonus eligibility?**
- A.16 It is understood that bonus eligibility requirements do not set forth acceptable attendance standards in any manner
- Q.17 How are starts worked off of a combination extra list factored?**
- A.17 Service from a road or combination road/yard extra board or yard extra board will be credited according to the class of service performed.
- Q.18 Is a day an extra employee is available and not used from an extra board counted as a start, or a regular yard employee who marks up on "Golden or Hungry Board" on an off day credited if no service is performed on the off days, or is time lost because of an on-duty injury counted?**
- A.18 Service on an extra board and time lost because of an on-duty injury will be counted in the same manner that it is counted for vacation qualification:

- Calendar days on which an employee assigned to an extra list is available for service and for which days he performs no service, not exceeding ninety (90) such days, will be included in the determination for bonus eligibility;
- Also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of an on-duty injury will be included.
- The 90 and 45 days referred to, as stipulated by the Vacation Agreement, shall not be subject to any computation factor multipliers.
- "Golden or Hungry List" availability but not worked days will not be counted for bonus eligibility.

Q.19 How many starts would accrue when deadheading and service is paid separate and apart?

A.19 A trip consisting of a deadhead and service paid separate and apart is credited with two starts (one for the separate deadhead and one for the separate service paid separate and apart).

Q.20 What factor will be applied to separate deadheads?

A.20 The class of service (through-freight or other-than-through-freight service) called for determines the appropriate factored start to be counted.

Q.21 Will time off for paid bereavement leave and paid personal leave be counted for bonus eligibility?

A.21 A start credit will be allowed for each paid bereavement leave day and paid personal leave day taken. Computation factor multipliers will continue to not apply when crediting paid bereavement or paid personal leave days for bonus eligibility.

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ARTICLE II – SIGNING BONUS

Q.1 Will the Signing Bonus be considered engineer earnings for the purposes of calculating the Thoroughbred Performance Bonus?

A.1 No.

Q.2 Does "active service" as referred to in Article II (b) (2) refer to active engineer service?

A.2 Yes.

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ARTICLE III – LUMP SUM

Q.1 Will the Lump Sum be considered engineer earnings for the purposes of calculating the Thoroughbred Performance Bonus?

A.1 No.

Q.2 Does "active service" as referred to in Article III (b) (2) refer to active engineer service?

A.2 Yes.

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ARTICLE V – DIFFERENTIALS

Section 1- Weekend/Holiday Differential

Q.1 How will separate deadheads be treated in regard to weekend/holiday payment?

A.1 The weekend/holiday differential is paid for separate deadhead service if the engineer otherwise qualifies.

Q.2 How will multiple starts be treated in regard to weekend/holiday payment?

A.2 An engineer performing a second start paid on the basis of a new day will be paid a weekend/holiday differential if the engineer otherwise qualifies.

Q.3 Are one or two differentials paid when an engineer is paid for a flip trip?

A.3 An engineer who otherwise qualifies will be paid two weekend/holiday differentials if his or her run is more than a basic day in a single direction (and one differential if it is not). The entire mileage of the flip trip is used to calculate when overtime commences.

Q.4 Are one or two differentials paid where no flip trip rate has been established and an engineer operates in combined service (by deadheading from one terminal to another and then takes a train from one terminal to another or vice versa)?

A.4 In these circumstances an engineer will be paid two differentials if his or her run is more than a basic day in a single direction (and one differential if it is not). The entire mileage of the combined service will be used to calculate when overtime commences.

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ARTICLE V – DIFFERENTIALS

Section 2- Extra Pay Days

Q.1 How will and when will the Company notify the Union of EP days?

A.1 The General Chairmen responsible for each location will be notified in writing for the calendar year involved prior to January 1.

Q.2 How will the Company and the Union notify each District?

A.2 Although not required by the Agreement, the Company intends to post an electronic informational bulletin prior to January 1 for the year the EP days are being designated.

Q.3 Will EP days be paid to locals, road switchers, pushers, or work trains that are paid on a mileage basis and do not qualify for holiday pay?

A.3 No. The Agreement provides that through-freight employees who go on duty between 12:00 a.m. and 11:59 p.m. on a designated EP day will be paid time and one half for the service they perform as well as an additional basic day.

Q.4 Is a through-freight engineer limited to six (6) EP days when exercising seniority from one location to another that has different designated EP days?

A.4 No.

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ARTICLE X – DISABILITY

Q.1 Who will be handling the money if the disability premium is under \$57.68?

A.1 The Agreement increased the Company's contribution. The Union remains responsible for the Plan's administration.

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ARTICLE XI – SCOPE
Section 1 –Road Service
Section 2- Yard Service
Side Letter No. 2

- Q.1 Will trainmen who have been run-around on the seniority list for entry into LET be considered protected engineers once they are promoted and placed on the seniority roster ahead of present protected engineers?**
- A.1 The parties will identify the number of employees holding engineer seniority on each seniority district on the effective date of this Agreement including those who are in LET on that date (who later establish engineer seniority on each such district). Only those locomotive engineers are “covered” engineers in the application of this Section 2, paragraph 3(a).
- Q.2 What is a “train service engineer?”**
- A.2 Train service engineers may operate locomotives singly or in multiples and may move them with or without cars coupled to them.
- Q.3 Is it understood that the Company will not pursue with the FRA a different certification requirement before November 1, 2014?**
- A.3 Article XI, Section 2, paragraph (c) provides in pertinent part that prior to November 1, 2014, the Company will not establish a new class or sub-class of engineer certification covering conventional (on-board, fixed) control operation less than “train service engineer” as established by NSR under applicable federal regulations as a means of changing the interpretation or application of this Article. Changes in purely remote control certification are not barred by this Article.
- Q.4 How will the snapshots of yard assignments on August 1, 2008 be made? Will it be jobs worked on this date or will it be actual yard jobs assigned?**
- A.4 Article XI, Section 2, paragraph 3(a) provides in pertinent part that the parties will identify the number of conventional yard engineer jobs and assignments at each location on August 1, 2008 and that number of jobs and assignments will be the “baseline” number of “protected” yard engineer jobs and assignments.
- Q.5 When will the percentages be made available to the BLE?**
- A.5 Article XI, Section 2, paragraph 3(a) provides in pertinent part that on August 1, 2009 and every August 1 thereafter, the parties shall determine the percentage of covered engineers on each seniority district who have attrited from service since the date of this Agreement.
- Q.6 In Section 2, paragraph 3(a), does a seniority district include an entire seniority district or will this be terminal by terminal?**
- A.6 Article XI, Section 2, paragraph 3(a) provides in pertinent part that the parties will identify the number of employees holding engineer seniority on each seniority district on the effective date of this Agreement including those who are in LET on that date (who later establish engineer seniority on each such district).
- Q.7 What is meant by the term “ground service employee?” Does it include brakeman, conductor, RCO etc.?**
- A.7 The term “ground service employee” is an employee who works in a craft commonly associated with train service employees.

Q.8 Who is permitted to operate remote control locomotives?

A.8. Article XI, Section 1(a) provides in part that on any job or assignment in any class of road service, a locomotive engineer will be assigned use of any remote control locomotives deployed by the company, provided such assignment would not preclude use of remote control by others in addition to the engineer.

Article XI, Section 2(b) provides in part that on any job or assignment in any class of yard service, an NS locomotive engineer may be required to operate a non-conventional (remote control) locomotive.

Article XI, Section 3 provides in part that nothing in this article limits or affects, or is ever to be taken to limit or affect, yard service that operates exclusively by use of remote control locomotive equipment.

Q.9 Will the Company provide all General and Local Chairmen the established switching limits of all terminals within their jurisdiction?

A.9 Article XI, Section 2, paragraph 4 provides in pertinent part that in the application of Section 2 of this Article, hybrid operations are geographically limited to switching limits in effect on the effective date of this Agreement, or the road-yard service zones established under Article VIII, Section 2 of the 1986 Arbitrated Agreement, whichever are larger. And, if such an operation is at a location where the switching limits have been expanded since 1978, a subsequent expansion of the switching limits will not have the effect of expanding the area in which hybrid operations under Section 2 may occur. Further, if such an operation is at a location where the switching limits have not been expanded since 1978, a subsequent expansion of the switching limits may expand the area in which hybrid operations under Section 2 may occur, but not more than 20 miles beyond the original switching limits. In order for the Company to effect any switching limit changes, it will serve the appropriate notice to the General Chairman pursuant to the applicable agreement.

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ARTICLE XII – UTILITY ENGINEERS

Q.1 Will calling times for utility positions be governed by applicable rules for yard extra boards?

A.1 Article XII provides in pertinent part that a utility yard engineer may currently perform any service currently performed by a yard engineer and will work under and be paid according to all effective BLE/NSR schedule rules governing yard service.

Q.2 How will utility engineers be used?

A.2 A utility yard engineer, with or without a ground crew, may perform any service currently performed by a yard engineer and will work under and be paid according to all effective BLET/NSR schedule rules governing yard service. A utility yard engineer may be attached to more than one ground crew during the engineer’s tour of duty, but not to more than one ground crew at any one time.

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ARTICLE XIV – STANDING BID ARRANGEMENT

Q.1 Will the Company give ample notice to BLET before implementation?

A.1 Although not required by the agreement it is the Company’s intent to afford sufficient notice prior to standing bid implementation.

- Q.2 If an engineer is working his No. 5 preference and is assigned to his No. 4 preference, when will the job he has vacated be assigned?**
- A.2 Article XIV, paragraph 8 provides in pertinent part that permanent assignments will be effective at 12:01 p.m. on Mondays. Article XIV, paragraph 6 provides in pertinent part that when a vacant permanent position is to be filled, the senior qualified employee who does not already hold a position with a higher preference will be assigned to it. Vacancies created by the assignment of an employee to a position in this way will be filled in the same manner and at the same time.
- Q.3 If a regularly assigned engineer accrues a displacement right and exercises that right, how and when will the job he vacated be assigned?**
- A.3 See A.2 above.
- Q.4 May an engineer exercise a displacement right to an assignment that had been filled by a standing bid and after exercising displacement rights, is an engineer required to update his/her standing bid?**
- A.4 The standing bid arrangement does not change displacement rights. Engineers will update their individual preferences whenever new or additional positions are established. Such individual employee preferences may also be changed from time to time but such changes will not retroactively affect previously made assignments.
- Q.5 Will new jobs and pool assignments added during an adjustment period be filled through advertisement or immediately by standing bid?**
- A.5 Article XIV provides in pertinent part that engineers will update their individual bid preference whenever new or additional positions are established. A new or additional position will be filled according to the standing bid process for a new job or pool assignment and resulting permanent vacant positions.
- Q.6 How will standing bids apply to a seniority district that encompasses more than one zone, and will an engineer be forced from one zone to another zone if he/she had a standing bid on multiple zones?**
- A.6 Article XIV provides in pertinent part that a standing bid list may be established at any engineer supply point and will serve as the exclusive method for assignments to permanent positions. The standing bid list will include all engineer positions (including the extra board) for the involved supply point. An engineer may also list positions for other supply points (where he or she holds seniority). Accordingly, an engineer will be awarded his/her highest preference regardless of supply point or zone where the assignment is located, if qualified for the territory.
- Q.7 When adding preferences to your bid, can the Company add assignments outside your zone or location?**
- A.7 Article XIV provides in pertinent part that a standing bid list may be established at any engineer supply point and will serve as the exclusive method for assignments. The standing bid list will include all engineer positions (including the extra board) for the involved supply point.
- Q.8 Is an engineer permitted to bid to a district where he had previously been qualified but his qualifications have lapsed?**
- A.8 The Agreement does not alter existing seniority rights to assignments. The Agreement does not change existing agreements relating to agreement qualification rules nor company policy regarding qualification requirements.
- Q.9 Will a standing bid stay in effect when an engineer is in demoted status?**
- A.9 A standing bid is in effect when an employee is working in the engineer craft.

Q.10 Will the standing bid of an engineer who is on vacation be considered while the engineer is on vacation?

A.10 Yes, and the engineer will assume his new position upon his return from vacation.

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ARTICLE XV – ADJUSTMENT OF GUARANTEED EXTRA BOARDS

Q.1 Will the Company give specific dates for adjustment of guaranteed extra boards?

A.1 No. But, NSR will not make adjustments in order to reduce the number of positions assigned to a guaranteed extra board more often than three times in a calendar month.

Q.2 Will adjustments to guaranteed extra board be the unilateral decision of the local supervisor?

A.2 Yes. All other provisions respecting the establishment, adjustment, or use of guaranteed (or non-guaranteed extra boards) are not changed.