

2015 NSR - BLET AGREEMENT

This agreement is hereby made between the Carriers listed on the signature page below (for convenience referred to hereinafter as NSR) and the Brotherhood of Locomotive Engineers and Trainmen (for convenience referred to hereinafter as BLET).

In recognition of the unwavering effort by the Parties to achieve and maintain a collaborative business approach, the Parties signatory hereto pledge their continued efforts to create the most reliable, customer-focused, team-oriented and successful transportation company in the world. The Parties further agree that the compensation system of a world class transportation company must reflect the risks and rewards of competing in an ever-changing and challenging market. This Agreement is the product of that consensus.

ARTICLE I – COMPENSATION

Section 1 – Signing Bonus

- A. As soon as practicable, but not later than ninety (90) days after the date of this Agreement, each engineer covered by this Agreement shall be paid a signing bonus of \$2000. Such signing bonus shall be paid in a separate payment and shall be subject to withholdings for applicable Federal, State, and Local Taxes.
- B. To qualify for the signing bonus an engineer must:
 - 1. have an employment relationship with the Carrier as of February 1, 2015 or have retired or died subsequent to the date of this Agreement; and
 - 2. have compensation for active engineer service performed during the period November 1, 2014 through December 31, 2014, or
 - 3. have been on authorized leave for such entire period of personal illness, on-duty injury, or pursuant to the Family and Medical Leave Act, and return to active service not later than March 1, 2015, or
 - 4. have been out of service for such entire period due to Carrier disciplinary action that is subsequently rescinded or overturned with pay for all time lost.
- C. The signing bonus may not be used to offset, construct or increase guarantees in protection agreements or arrangements.

Section 2 – First General Wage Increase

Effective January 1, 2015, all standard basic daily rates of pay for engineers represented by BLET in effect on December 31, 2014 shall be increased by three percent (3.0%).

Section 3 – First Lump Sum Payment

- A. Each engineer covered by this Agreement shall be paid a onetime lump sum of \$2000. Such lump sum shall be paid no later than February 28, 2016 and will be a separate payment and shall be subject to withholdings for applicable Federal, State, and Local Taxes.
- B. To qualify for the lump sum an engineer must:
 - 1. have an employment relationship with the Carrier as of January 1, 2016; and
 - 2. have compensation for active engineer service performed during the period November 1, 2015 through December 31, 2015, or
 - 3. have been on authorized leave for such entire period of personal illness, on-duty injury, or pursuant to the Family and Medical Leave Act, and return to active service not later than March 1, 2016, or
 - 4. have been out of service for such entire period due to Carrier disciplinary action that is subsequently rescinded or overturned with pay for all time lost.
- C. The lump sum may not be used to offset, construct or increase guarantees in protection agreements or arrangements.

Section 4 – Second General Wage Increase

Effective July 1, 2016, all standard basic daily rates of pay for engineers represented by the BLET in effect on June 30, 2016 shall be increased by two percent (2.0%).

Section 5 – Second Lump Sum Payment

It is expected that following the moratorium period contained in the January 5, 2012 BLET National Agreement, a national agreement (hereinafter "NA") settling notices served by the BLET and various railroads will be reached.

Effective with the date of the signing bonus contained in the NA, if any, engineers covered by this agreement will be entitled to payment of this amount under the same terms and conditions applicable to the National signing bonus.

Section 6 – Third General Wage Increase

Effective July 1, 2017, all standard basic daily rates of pay for engineers represented by the BLET in effect on June 30, 2017 shall be increased by three percent (3.0%).

Section 7 – Fourth General Wage Increase

Effective July 1, 2018, all standard basic daily rates of pay for engineers represented by the BLET in effect on June 30, 2018 shall be increased by three percent (3.0%).

Section 8 – Fifth General Wage Increase

Effective July 1, 2019, all standard basic daily rates of pay for engineers represented by the BLET in effect on June 30, 2019 shall be increased by four percent (4.0%).

Section 9 – Sixth General Wage Increase

It is expected that following the moratorium period contained in the January 5, 2012 BLET National Agreement, a national agreement (hereinafter "NA") settling notices served by the BLET and various railroads will be reached. It is agreed that should the NA include any general wage increases after December 31, 2019, engineers covered by this agreement will be entitled to such wage increases under the same terms and conditions applicable to the National general wage increases.

ARTICLE II – THOROUGHBRED PERFORMANCE BONUS

Section 1

For the 2015 Thoroughbred Performance Bonus (TPB), payable in 2016, the terms of the TPB as outlined in the September 1, 2008 NSR-BLET Agreement will remain in effect.

Section 2

Effective with the 2016 TPB, payable in 2017, the minimum start requirement for bonus eligibility as outlined in the September 1, 2008 NSR-BLET Agreement is eliminated.

Section 3

Effective January 1, 2016, and payable in 2017 and each year thereafter, locomotive engineers represented by the undersigned General Committees will be eligible for a TPB of up to a maximum of ten percent (10%) of their engineer earnings in the

preceding calendar year, provided they have an employment relationship on December 31, or have retired on or after October 1, in the year preceding the TPB payout.

Section 4

The terms and conditions for the administration of the TPB remain as specified in Article I, Sections 3 and 4 of the June 1996 NSR-BLET Agreement between the parties, and subject to the maximum stated in Article II, Section 3 above.

ARTICLE III – PROFESSIONAL PERFORMANCE INCENTIVE

Each engineer through his/her personal performance contributes to the success of Norfolk Southern. In recognition of this contribution, and effective January 1, 2016, engineers will be eligible for the payment of a Professional Performance Incentive (PPI) of seven percent (7%) of their engineer earnings each quarter.

Section 1

The criteria for the quarterly PPI will be as follows:

A. Availability

1. No missed calls.
2. No non-compensated weekend mark-offs (12:01 a.m. Friday through 11:59 p.m. Sunday) except as provided in Section 4 of this Article.
3. One (1) or less non-compensated, non-weekend mark-off per calendar month (mark-off cannot exceed 24 hours or include any part of the weekend) except as provided in Section 4 of this Article.

B. Safety

1. No incidents where the engineer is found responsible for the following violations: GR-13, GR-14, GR-27 (Personal Electronic Devices), Decertifiable Brake Test, Excessive Speeding, Stop Signal, Banner Violation, RVDs, RVIs where the damage meets FRA reporting threshold, Occupying Main Track without Authority, and Conduct Unbecoming.
2. No violations of the Carrier's Drug and Alcohol Policy.

Section 2

- A. Incentive payments will not be subject to reduction based on corporate performance.

- B. For the purposes of this section, engineer earnings consist of all payments made under an agreement between the Parties during the applicable quarter. Consistent with the earnings calculation of the Thoroughbred Performance Bonus, the following payments shall be excluded from engineer earnings:
1. Thoroughbred Performance Bonus payments,
 2. PPI payments,
 3. expense reimbursements and allowances, including, but not limited to those required by any protective conditions,
 4. any payment made by the Carrier in the exercise of its managerial rights; however, this will not restrict the Carrier from including such payments in the engineer earnings at its sole discretion,
 5. any payment made pursuant to a verdict, award or other settlement of a legal dispute.
- C. PPI payments will not be considered engineer earnings for the purpose of the annual Thoroughbred Performance Bonus.
- D. PPI eligibility will be verified and associated payments made in the pay period following the pay period which contained payment for the last day of the quarter.

Section 3

- A. An engineer who earned the PPI in each quarter of a calendar year will be entitled to a fifth incentive payment.
- B. The fifth incentive payment will be equivalent to the average of the four PPI payments that the engineer earned in the calendar year.

Section 4

- A. For any quarter in which an engineer qualifies for the PPI, he/she will also receive one unpaid Designated Day Off (DDO) for use within 90 days of eligibility determination.
- B. Engineers will notify the Carrier at least 5 days in advance of the day that they intend to take a DDO.
- C. A DDO will start at 12:01 a.m. and end at 11:59 p.m. on the scheduled day. Engineers who are working or away from their home terminal at the beginning of an authorized DDO, may request to be tied up for 24 hours immediately upon return to their home terminal or rescind their DDO request.

- D. A DDO will not disqualify an engineer from PPI eligibility.
- E. A DDO may not be scheduled on a designated Extra Pay (EP) day.
- F. A DDO will be available to the engineer for use to secure absence from work without exception. A DDO cannot be denied unless it would create a service disruption. If the DDO is denied on this basis, the engineer will have one additional Personal Leave Day added to his/her accumulated amount in addition to being allowed to observe one additional non-compensated mark-off day during the 90 day period as defined in Section 4(A) of this Article. This additional non-compensated mark-off day will not disqualify an engineer from PPI eligibility.
- G. An engineer cannot be charged with insubordination for refusing duty when observing an approved DDO. Use of an approved DDO cannot be held against an engineer for discipline, absenteeism, or attendance in any manner.

ARTICLE IV – WEEKEND DIFFERENTIALS

Effective the date of this agreement, Article VI of the November 1, 2003 NSR-BLET agreement, as amended by the September 1, 2008 Agreement, is revised as follows. In addition, the holiday differential and the away-from-home terminal weekend differential payable to engineers are eliminated in all classes of service.

Section 1 – Through Freight Service

A. Lay-over Assignments

1. The weekend differential is increased to \$92 payable for starts originating at the Home Terminal for engineers operating in through freight service advertised to layover at an away from home terminal or any other assignment that actually lays over at an away-from-home terminal.
2. Effective January 1, 2019, this weekend differential is increased to \$93.

B. Non Lay-over Assignments

1. In all other through freight service, the weekend differential is increased to \$46.
2. Effective January 1, 2019, this weekend differential is increased to \$46.50.

Section 2 – Other than Through Freight Service

- A. In lieu of a weekend differential for engineers working in other than through freight service, engineers will be paid an allowance of \$8.50 for each working start, regardless of the day of the week.
- B. Effective January 1, 2019, this allowance is increased to \$9.

ARTICLE V – PREDICTABLE WORKFORCE SCHEDULING

Predictable Workforce Scheduling (PWS) will serve as the exclusive method to assign engineers on a weekly cycle based on seniority, qualifications and job preferences. PWS permits engineers to select jobs weekly and provides engineers predictable scheduling and income stability because their job assignments cannot be changed until the next weekly cycle.

Carrier will maintain a database of all engineer assignments, including pools and extra boards, which will be updated as necessary for the following week no later than 11:59 p.m. each Tuesday. Engineers may update their assignment preferences up to 10:00 p.m. each Wednesday. Crew Management will evaluate the assignments and preferences and post engineer assignments for the following week no later than 12:01 p.m. each Thursday.

Engineers will be responsible for accessing the system to determine if their assignment has changed prior to the upcoming weekly cycle, which begins each Saturday at 12:01 a.m. This process will repeat each week under Predictable Workforce Scheduling as described more fully below and in Appendix I.

Section 1 – Assignment Database

- A. Carrier will maintain an Electronic Database by zone/seniority district displaying all available engineer assignments.
- B. Adjustments to existing assignments, pools and extra boards, establishment of new assignments and the elimination of existing assignments for the upcoming weekly cycle will be submitted by 5:00 p.m. Monday and will be shown in the Electronic Database no later than 11:59 p.m. Tuesday.

Section 2 – Submitting Preferences

All engineers will be required to electronically indicate their individual preferences for engineer positions on their Electronic Bid Application and will specify a sufficient number of preferences to ensure a selection will be granted on Job Assignment Day, which is Saturday of each week. Engineers will be permitted to make changes or update their individual preferences on their Electronic Bid Application between

12:01 a.m. Saturday and 10:00 p.m. Wednesday during the week preceding Job Assignment Day.

Section 3 – Job Assignments

- A. Assignments awarded will be posted electronically no later than 12:01 p.m. on Thursday for viewing by Engineers. All engineer job assignments will be assigned effective at 12:01 a.m. on Job Assignment Day (Saturday) based upon the individual preferences Engineers submitted on their Electronic Bid Applications, qualifications, and seniority permitting. Engineers will be required to access the Electronic Database to determine their job assignments prior to 12:01 a.m. each Saturday and must do so to be available for their assignments when rested.
- B. Engineers changing assignments on Job Assignment Day will protect their assignment until 11:59 p.m. Friday. Engineers who are in their home terminal will be placed on their new assignment at 12:01 a.m. Saturday. Engineers working or not in their home terminal at the beginning of Job Assignment Day will remain on their previous assignment until returning to their home terminal and will be placed on their new assignment immediately upon tie-up at their home terminal.
- C. Engineers newly assigned to an extra board or unassigned freight pool will be placed at the bottom of the board/pool on Job Assignment Day or when they return to their home terminal in accordance with their tie-up time at the home terminal. If two or more engineers have the same tie-up time, they will be placed on the board/pool in accordance with their last on-duty time.
- D. If the available unassigned freight pool turn is working or out of the terminal when Job Assignment Day takes effect at 12:01 a.m. on Saturday, the turn will be brought back to the home terminal at the bottom of the pool for the newly assigned engineer. The engineer who was working the turn will be shown on a make-up turn and placed on his new assignment when he is relieved at the home terminal.

Section 4 - Vacation

- A. Weekly vacations will commence at 12:01 a.m. Saturday and will end at 11:59 p.m. on Friday. Engineers scheduled to be off for weekly vacation will not have their Electronic Bid Application processed and will not be assigned on Job Assignment Day. Engineers scheduled to return from weekly vacation on the next Job Assignment Day will have their Electronic Bid Application processed by the system.

- B. On the Friday preceding a week of scheduled vacation, engineers on road and combination road/yard extra boards and unassigned through freight pools will not be required to protect any calls later than 6:00 p.m. These engineers may also opt to place themselves at the foot-of-the-board/bottom of the pool on Friday preceding a week of scheduled vacation. Mark-up from weekly vacation will continue to be afforded at 7:00 a.m. on Saturday unless the scheduled reporting time of the engineer's assignment is before 7:00 a.m. Extra board and pool engineers will retain the option of marking up between 12:01 a.m. and 7:00 a.m.
- C. Daily vacation will begin at 12:01 a.m. and will end at 11:59 p.m., unless otherwise authorized. Engineers who are working or away from their home terminal at the beginning of authorized daily vacation, may request to be tied up for 24 hours immediately upon return to their home terminal.

Additional information regarding Predictable Workforce Scheduling may be found in Appendix I.

ARTICLE VI – WORK/REST INITIATIVES

The Parties recognize that the current process for manning and scheduling pools and extra boards should be modified to provide engineers more predictable work/rest schedules. The parties agree that work/rest schedules will be designed with the following principles in mind:

- 1) ensure availability of a sufficient number of engineers;
- 2) provide engineers predictable time off;
- 3) minimize fluctuation in earnings to the engineers;
- 4) minimize cost increases to the Carrier; and,
- 5) adapted to account for differences in pool/extra board size, types of assignments, and operational factors at individual locations.

Work/Rest implementation guidelines are contained in Appendix II.

ARTICLE VII – DETENTION TIME

Effective the date of this agreement, provisions applicable to detention time are revised so as to provide that engineers eligible to receive detention time will be paid continuous time for all time held after 14 hours at the away from home terminal. All other provisions and practices respecting the timing of and amount paid for detention time remain unchanged.

ARTICLE VIII – BLET 401(k) SAVINGS PLAN

The Carrier's match to an engineer's BLET 401(k) plan, effective with the match payable in 2016, will no longer be contingent upon the extent to which the Thoroughbred Performance Bonus is achieved. All other terms regarding the match will remain the same.

ARTICLE IX – BLET SHORT TERM DISABILITY PLAN

Effective the date of this agreement, the December 1, 2004 Letter Agreement (as amended January 1, 2008) is revised so as to increase the amount to be remitted by NSR to the designated BLET Short Term Disability (STD) Plan to \$63.68 per month for employees specified in that letter agreement. Each employee for whom NSR makes such a \$63.68 contribution will have his or her gross pay reduced by the sum of \$13.68 in the same pay period as NSR's contribution to the Plan. BLET and/or the BLET plan will continue to be responsible for the payment of employer taxes, if any, applicable to such STD benefits.

ARTICLE X – GENERAL PROVISIONS

Section 1

A Disputes Committee, consisting of an equal number of BLET General Chairmen and Carrier representatives, will be created to discuss matters of mutual interest and to ensure proper administration of the terms of this Agreement.

Section 2

Except as outlined in Sections 3 and 4 herein, this Agreement shall remain in effect through December 31, 2019 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. No party to this agreement shall serve, prior to November 1, 2019 (not to become effective before January 1, 2020) any notice or proposal (and any pending notices or proposals are hereby withdrawn).

Section 3

It is expected that following the moratorium period contained in the January 5, 2012 BLET National Agreement a national agreement (hereinafter "NA") settling notices served by the BLET and various railroads will be reached. It is agreed that the following

provisions (under these or similar designations), if any, contained in the NA will be applicable to the parties signatory to this Agreement: bereavement leave, classification, cost savings, disability, holidays, off-track vehicle insurance, personal leave days, productivity improvement, retirement, sick days, staffing and vacation.

Section 4

The parties agree that they shall grant and maintain their powers of attorney to their respective representatives at the national level to progress and resolve any Section 6 notices related to health and welfare (H&W) in any national bargaining round(s) that progress between November 1, 2014 and December 31, 2019. When any national settlement on H&W covering engineers represented by the BLET is consummated, such settlement, including moratorium/duration provisions, will be fully applicable to the parties signatory to this Agreement.

Signed at Norfolk, Virginia, this _____ day of _____, 2015.

FOR THE CARRIERS:



S. R. Weaver
Vice President Labor Relations

J. D. Moore
Assistant Vice President Labor Relations

C. S. Decker
Director Labor Relations

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS
AND TRAINMEN:

Subject to ratification



D. L. Dehart, General Chairman

SUBJECT TO RATIFICATION
KSP

K. S. Peek, General Chairman

Subject to Ratification
MW

M. L. Wallace, General Chairman

PARTICIPATING CARRIERS:

Norfolk Southern Railway Company
The Alabama Great Southern Railway Company
Central of Georgia Railway Company
The Cincinnati, New Orleans & Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
Tennessee, Alabama and Georgia Railway Company
Tennessee Railway Company

APPENDIX I
PREDICTABLE WORKFORCE SCHEDULING

Section 1 – Assignment Database

- A. Other than through freight assignments (including work trains) that are worked extra three (3) or more days beginning at 12:01 a.m. on Tuesday through 11:59 p.m. on the following Monday will be added to the Electronic Database for the next Job Assignment Day, unless it is known the assignment will not work in that week.
- B. When the conditions of an assignment change, the Electronic Database of assignments will be updated. If the change in conditions would not have previously permitted the incumbent to make a seniority move at the time of the change, Carrier may operate the assignment under the new conditions before the upcoming Job Assignment Day by giving notice to impacted engineers prior to going off-duty the day before the change is effective.
- C. If an assignment contained in the Electronic Database is not awarded but works three (3) or more days the following week, the engineer who included the assignment in his/her Electronic Bid Application and would have been awarded the assignment will receive a basic day payment in addition to all other earnings for each day the assignment worked during that week provided he/she was available on those days.
- D. Carrier may regulate guaranteed extra boards weekly on Job Assignment Day. The number of engineers to be assigned to the guaranteed engineers' extra boards for the upcoming Job Assignment Day will be shown no later than 11:59 p.m. Tuesday. The number of engineers assigned to the guaranteed extra board may be increased at any time.

Section 2 – Submitting Preferences

- A. Engineers who fail to submit preferences or fail to submit a sufficient number of preferences will be assigned a position in the following order:
 - 1. Unfilled/open positions protected by the supply point;
 - 2. Unfilled/open positions on the extra board at the supply point;
 - 3. Unfilled/open positions at the next supply point in accordance with local practices
- B. When it is known by 10:00 p.m. on the Wednesday prior to a Job Assignment Day that an engineer will be off for an extended absence (injury, discipline, medical, leave of absence, military leave, etc.), his/her Electronic Bid Application will not be processed and the engineer will not be assigned on Job Assignment Day.

- C. Engineers marking up after being off for an extended absence (injury, discipline, medical, leave of absence, military leave, etc.) must arrange with Crew Management to ensure their Electronic Bid Application is activated prior to 10:00 p.m. Wednesday before the upcoming Job Assignment Day. In the event the engineer is not available to protect the position awarded, it will be filled from the extra board until they are marked-up during that week.

Engineers who have not been awarded an assignment when they are marked-up will be assigned as outlined in Paragraph A above.

Section 3 – Job Assignment

- A. Extra board engineers protecting an assignment at an outlying point who are changing assignments will be deadheaded (and paid accordingly) to the home terminal of their new assignment immediately upon tie-up from their tour of duty that started on Friday.
- B. Engineers whose assignments are abolished between Job Assignment Days will receive payment at the applicable rate for each day/trip their assignment would have worked in the advertised work week in addition to all other earnings.
- C. Engineers in assigned other than through freight service will receive payment at the applicable rate for each day/trip their assignments are annulled between Job Assignment Days except when holiday qualifying assignments are annulled on holidays and/or the assignments are annulled due to Acts of Providence.
- D. Engineers changing assignments to a pool with active and inactive boards who are in their home terminal when Job Assignment Day takes effect will be placed at the bottom of the active board if the available turn is on the active board. Otherwise, newly assigned engineers who are in their home terminal will be placed at the bottom of the inactive board. Engineers who are not in the home terminal when Job Assignment Day takes effect will be placed as outlined above when they return to the home terminal.
- E. If the available turn in a pool with active and inactive boards is working or out of the terminal when Job Assignment Day takes effect, the turn will be brought back to the bottom of the inactive board to the newly assigned engineer. The engineer who was working the turn will be shown on a make-up turn and placed on his new assignment when he is relieved at the home terminal.
- F. Engineers, BLET Local and General Chairmen will be provided access to jobs assigned.

APPENDIX II

WORK/REST IMPLEMENTATION GUIDELINES

Section 1 – Work/Rest Pools and Extra Boards

- A. Consistent with the provisions of Article VI, the parties agree that the preferred/primary work/rest schedule for unassigned pool freight service and extra boards (road and combination road/yard) will be six (6) available days followed by two (2) rest days (6/2), wherein the rest days rotate.
- B. The parties may consider alternative work/rest schedules consistent with the provisions of Article VI as outlined below:
 - 1. Four (4) available days followed by one (1) rest day (4/1) wherein the rest days rotate;
 - 2. Combination of six (6) available days followed by two (2) rest days, then five (5) available days followed by one (1) rest day (6/2, 5/1);
 - 3. Other work/rest schedules as may be mutually agreed upon.
- C. Existing pool service that naturally provides predictable time off may remain in place by mutual agreement.
- D. Following Carrier's notice as outlined in Section 6, the parties will discuss work/rest conditions for unassigned pool service and extra boards prior to implementation. The parties may consider work/rest schedules as outlined in paragraphs A or B above. As outlined in Section 6, if the parties cannot agree, the 6/2 work/rest schedule may be established subject to the following conditions:
 - 1. The involved pool or extra board will be divided into four work/rest groups.
 - 2. An engineer at the home terminal will be marked off rest days at 8:00 p.m. on the day preceding his/her assigned rest days. An engineer who is on duty or at the away from home terminal at the beginning of his/her assigned rest days will be automatically marked off upon arrival at the home terminal.
 - 3. An engineer will be automatically marked up at 10:00 p.m. (service to begin no earlier than 12:01 a.m.) on his/her last rest day on his/her turn as it stands in the rotation. If the engineer's turn reaches the first out position before completion of the rest days, the turn will be held in place until completion of the rest period, when it will again be subject to call.
 - 4. An engineer who has a duty period that extends into his/her assigned rest days will observe his/her rest period and will be automatically marked up at the expiration of the 48 hour rest period

on his/her turn as it stands in the rotation. If the engineer's turn reaches the first out position before completion of the 48 hour rest period, the turn will be held in place until the completion of the rest period, when it will again be subject to call.

5. Engineers may not make seniority moves within the pool or extra board.
6. A newly assigned engineer to the pool or extra board will be placed on an available turn. If no vacant or new turn exists, the engineer will be placed on the turn occupied by the junior engineer. In each case, the newly assigned engineer will be placed at the bottom of the pool/board and assume the conditions of the turn, including the work/rest cycle.
7. When a pool or extra board is reduced, the junior engineer(s) will be removed.
8. The parties recognize it may be necessary to periodically re-assign engineers among the work rest groups to maintain an even distribution. Before making adjustments, Carrier will consult with the appropriate BLET local chairman.
9. Implementation of work/rest schedules does not override the parties' obligation to comply with the Rail Safety Improvement Act (RSIA).

The following provisions will apply to 6/2 work/rest extra boards:

10. Engineers held to an outlying point vacancy in accordance with schedule rules will forfeit their right to the assigned extra board rest day(s) for the duration of the vacancy.
11. Carrier will continue to regulate the number of engineers assigned to the extra board.

Section 2 – Pool Turn Handling

All unassigned work/rest pools, except those outlined in Section 1(C) of this Appendix, will be handled as follows:

- A. When a pool turn becomes first out at the home terminal and the incumbent engineer is unavailable at call time (except for statutory rest or rest days), his/her turn will be placed at the bottom of the pool, where it will remain until the engineer marks up. The next rested and available engineer in the pool will become first out and called for the trip. Turns for engineers observing assigned rest days will be handled in accordance with Section 1, Paragraph D, 3 of this Appendix.
- B. When such a pool is exhausted, a make-up turn may be added to the pool at the home terminal. The make-up turn will take its turn at the away-

from-home terminal and will be removed from the pool after it arrives at the home terminal.

Section 3 – Pool Regulation

Effective with the implementation of work/rest pools, and no later than January 1, 2016, pool regulation will be modified as follows for through freight pools.

A. All pool service will be regulated on starts rather than mileage. A start is defined as any trip (terminal to terminal working trips, terminal to terminal deadhead trips, combined deadhead and service or combined service and deadhead trips, turnaround trips, etc.) made by either a pool turn or make-up turn in a pool.

B. Pool service will be regulated as follows:

<u>Pool Mileage (Trip)</u>	<u>Monthly Starts Target</u>
Up to 160 miles	Between 20 and 23
161 – 190 miles	Between 19 and 22
191 – 250 miles	Between 18 and 21
251 miles or greater	Between 17 and 20

C. The above monthly starts targets may be modified by mutual agreement.

D. Pools will be regulated no more than once per week.

E. The checking period for pool service will begin each Friday for the previous twenty (20) days (including Friday). The following formula will be used to determine the average monthly starts per turn:

1. Calculate the number of monthly starts for the pool by multiplying the number of starts made by the pool during the checking period by 1.5.
2. To determine the average monthly starts per turn, divide the number of monthly starts for the pool by the number of regular pool turns.

F. If the average monthly starts per turn are within the parameters for the pool outlined in B above, no adjustment is necessary. If the average monthly starts per turn are outside the parameters for the pool outlined in B above, the pool will be adjusted so that the average number of monthly starts per turn is within the applicable range for the pool, as close as possible to the middle of the range. When mid-range adjustment is the objective, resulting turn fractions of .51 will be rounded up and .50 and below will be rounded down.

G. The parties recognize that the regulation method provided is intended to meet operational obligations, achieve manpower stability and provide sufficient earning opportunity for the involved engineers. To ensure the successful application of this provision, the monthly start regulation range of a specific pool may be modified by mutual agreement between the parties if the regulation results in the following:

1. Consistently depressed earnings for involved engineers;
2. Consistent need for adjustment;
3. Consistently excessive RSIA mandatory unavailable time;
4. Consistently excessive make-up turns necessary;
5. Trains consistently held for engineers;
6. Less than consistently predictable time off.

Section 4 – Work/Rest Extra Board Guarantee

A. Engineers assigned to work/rest extra boards, as outlined in Section 1, who stay marked up to the extra board the entire bi-weekly pay period, except for their scheduled rest day(s), will be eligible for existing bi-weekly guarantee subject to applicable general wage increases, cost of living adjustments, and rate progression. Engineers who mark off for any reason, except as provided in A(1) through A(4), will forfeit their guarantee for the applicable bi-weekly pay period.

1. Engineers will not forfeit their guarantee while observing compensated leave, such as bereavement leave, jury duty, personal leave, or single day(s) of vacation. Guarantee for engineers observing compensated leave will be reduced by 1/14 for each day of compensated leave and payment(s) for the compensated leave will not be held against the guarantee.
2. Local Chairmen will have their guarantee reduced by 1/14 for each non-rest day they are marked off union business.
3. Engineers observing a Designated Day Off (DDO) will have their guarantee reduced by 1/14 for each non-rest day they are unavailable.
4. Engineers who mark-off for weekend military obligation, no more than one weekend per month, will have their guarantee reduced by 1/14 for each non-rest day they are unavailable.

B. If the number of engineers assigned to an extra board is increased or decreased the engineers' guarantee will be prorated for the period they are assigned to the extra board.

Section 5 – Calling windows

In addition to existing assigned service assignments/rules, calling windows may be advertised by mutual agreement for engineers to operate designated trains or groups of trains within a six (6) hour or less window at the home and away from home terminal under the following conditions:

- A. Engineers may be called to go on duty on one of the designated trains or groups of trains within a six (6) hour or less on duty window beginning with the designated start time. Engineers will not be responsible to protect service in advance of the advertised calling window at the home terminal.
- B. Engineers with overlapping calling windows will be called in order of the earliest calling window first.
- C. Upon expiration of the calling window, engineers will be paid on a minute to minute basis at the pro rata rate of pay for up to two (2) hours. At the expiration of the two (2) hours, engineers will be placed on duty. No later than two (2) hours from the designated calling window end time, engineers will be:
 - 1. Called for a designated train;
 - 2. Called for another train outside of the service with the same final terminal and paid a basic day in addition to all other earnings;
 - 3. Deadheaded;
 - 4. Annulled and paid a round trip at the applicable rate.

Section 6 – Notice Procedures

- A. Carrier may serve 20 days written notice to the BLET General Chairman of its intent to establish work/rest schedules for unassigned pools and extra boards. The notice will identify the involved pool(s) and/or extra board(s) and the proposed work/rest schedule as outlined in Section 1.
- B. If either party believes implementation or continuation of the work/rest schedule for the involved service does not meet the objectives of the work/rest principles as outlined in Article VI, written objection to the Disputes Committee may be filed. The Disputes Committee will meet within 20 days of the objection to resolve the issues, unless other arrangements are made.
- C. If the Disputes Committee is unable to resolve the dispute, status quo will be maintained for the involved service.

D. Work rest schedules, other than 6/2 work/rest schedule, must be mutually agreed to by the parties. If the involved service concerns implementation or continuation of a 6/2 work/rest schedule, the dispute may be submitted to expedited arbitration. The party who believes implementation or continuation of the 6/2 work/rest schedule violates the principles outlined in Article VI will bear the burden of proof. The Arbitrator will determine if the 6/2 schedule meets the work/rest principles contained in Article VI:

1. ensure availability of a sufficient number of engineers;
2. provide engineers predictable time off;
3. minimize fluctuation in earnings to the engineers; and,
4. minimize cost increases to the Carrier.

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 1

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:

This confirms our understanding in regards to the criteria for the Professional Performance Incentive (PPI) contained in Article III.


BLET Local and/or Vice Local Chairmen, who mark-off union business to attend investigations, attend monthly non-weekend local union meetings, and scheduled meetings with Carrier officers, will remain eligible for the PPI provided they otherwise qualify. Additionally, BLET Local Division Secretary-Treasurers and Presidents, who mark-off no more than once per month to attend the monthly non-weekend local union meeting, will remain eligible for the PPI provided they otherwise qualify.

BLET Local Chairmen, on union compensated mark-offs to attend the quadrennial General Committee meeting and the quadrennial BLET National Convention, will remain eligible for the PPI provided they otherwise qualify, but will not be eligible for a DDO in the subsequent 90 day period.

Documentation of union business mark-offs will be provided to the appropriate BLET General Chairman, and will be provided to the Director Labor Relations upon request.

If the above sets forth your understanding, please sign below.

Very truly yours,


S. R. Weaver

Subject to ratification
DLD

D. L. Dehart, General Chairman
SUBJECT TO RATIFICATION
KSP

K. S. Peek, General Chairman
Subject to Ratification
M. L. Wallace

M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 2

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:

This confirms our understanding in regards to the Article III, Professional Performance Incentive.

The BLET and the Carrier agree it is desirable to add additional performance measures to the list of criteria contained in Section 1 of Article III as technology and administration permit. Such criteria may only be added by mutual concurrence.

If the above sets forth your understanding, please sign below.

Very truly yours,



S. R. Weaver

*Subject to ratification
DLD*

D. L. Dehart, General Chairman

*SUBJECT TO RATIFICATION
KSP*

K. S. Peek, General Chairman

*Subject to Ratification
MLW*

M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 3

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:


This confirms our understanding in regards to Article III, Professional Performance Incentive (PPI), and the utilization of Designated Days Off (DDO) by engineers.

Engineers who qualify for the PPI in a quarter but have worked less than 30 starts as an engineer in that quarter will not be eligible for a DDO in the following 90 day period. Engineers will still be eligible for the PPI payment.

DDOs are intended as a tool for engineers to secure absences from work throughout the 90 day period for having achieved the performance criteria contained in Article III, Section 1. The Parties recognize the obligation in granting these requests when properly made. The Parties also agree to promptly resolve the dispute if DDO requests are clustered in such a manner that would create undue operational hardship.

If the above sets forth your understanding, please sign below.

Very truly yours,


S. R. Weaver

Subject to ratification
DLD

D. L. Dehart, General Chairman
SUBJECT TO RATIFICATION
KSP

Subject to ratification
M.L.W.

M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 4

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:

This confirms our understanding in regards to implementation of Article V – Predictable Workforce Scheduling.

The parties recognize that Predictable Workforce Scheduling will require extensive computer programming prior to implementation. The General Chairmen will be provided periodic updates concerning system progress. Not less than thirty (30) days prior to implementation, the parties will meet for purposes of viewing a demonstration of the system, as well as a system tutorial for use by engineers.


Additionally, the parties anticipate utilizing engineers to assist in training during PWS implementation. Engineer trainers will be mutually agreed upon by the BLET Local Chairman and Division Road Foreman and paid time lost when engaged in training.

Following Carrier notice of its intent to implement Predictable Workforce Scheduling, engineers must identify their preferences on their Electronic Bid Application form at least seven (7) days prior to implementation date.

If the above sets forth your understanding, please sign below.

Very truly yours,


S. R. Weaver

Subject to ratification


D. L. Dehart, General Chairman
SUBJECT TO RATIFICATION

KSP

K. S. Peek, General Chairman
Subject to ratification



M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 5

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:

This confirms our understanding in regards to Article V – Predictable Workforce Scheduling (PWS).

During negotiations, the Parties discussed the appropriate day of the week for Job Assignment Day. Following implementation of PWS, the Parties agreed to monitor its performance, including the selection of Saturday as Job Assignment Day to ensure it is consistent with the needs of service. In the event it becomes necessary to change the Job Assignment Day, the Parties will meet to discuss the reasons for the change. The Parties will collaborate to choose an alternate selection. In the event the Parties do not reach consensus, the Carrier may serve a 60-day notice amending Job Assignment Day. Barring concurrence, the Carrier may serve only one such notice during this Agreement.

Additionally, the parties agree that if Job Assignment Day is amended, all references in the Agreement to days of the week that were premised on Saturday as Job Assignment Day, including the beginning and end of weekly vacations, will be adjusted to reflect the change to the new day.

If the above sets forth your understanding, please sign below.

Very truly yours,



S. R. Weaver

Subject to ratification



D. L. Dehart, General Chairman

SUBJECT TO RATIFICATION



K. S. Peek, General Chairman



M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 6

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:

This confirms our understanding in regards to implementation of Article VI - Work/Rest Initiatives.

The Parties agree to work cooperatively throughout 2015 to provide engineers in all service (including through freight and extra board) predictable time off as outlined in Article VI and Appendix II.

If the above sets forth your understanding, please sign below.

Very truly yours,


S. R. Weaver

Subject to ratification
DLD

D. L. Dehart, General Chairman

SUBJECT TO RATIFICATION
KSP

K. S. Peek, General Chairman

Subject to ratification
M. L. Wallace

M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 7

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471

Gentlemen:

This confirms our understanding in regards to the Disputes Committee established in Article X and the expedited arbitration provision in Appendix II.

The parties agree to meet promptly following ratification of this agreement to address the Disputes Committee process and to establish procedures governing expedited arbitration.

If the above sets forth your understanding, please sign below.

Very truly yours,


S. R. Weaver

Subject to ratification
D.L.D.

D. L. Dehart, General Chairman
SUBJECT TO RATIFICATION
KSP

K. S. Peek, General Chairman
Subject to Ratification
M.L.W.

M. L. Wallace, General Chairman

Scott R. Weaver
Vice President
Labor Relations
757-629-2453

_____, 2015

Side Letter No. 8

Mr. D. L. Dehart, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
2117 West Alto Road
Kokomo, Indiana 46902

Mr. M. L. Wallace, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Mr. K. S. Peek, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 5959
Virginia Beach, Virginia 23471


Gentlemen:

This confirms our understanding in regards to Article XI Section 2 (3)(c) of the September 1, 2008 NSR-BLET Agreement.

It is agreed to modify Article XI Section 2, (3)(c) of the September 1, 2008 NSR-BLET Agreement so that references to the date of November 1, 2014 will now be November 1, 2019.

If the above sets forth your understanding, please sign below.

Very truly yours,


S. R. Weaver

Subject to ratification
DLD

D. L. Dehart, General Chairman

SUBJECT TO RATIFICATION
KSP

K. S. Peek, General Chairman

Subject to ratification
MW

M. L. Wallace, General Chairman

AGREED TO QUESTIONS & ANSWERS

ARTICLE I – COMPENSATION

Q1: For purposes of eligibility for the signing bonus and/or lump sum payment outlined in Article I, how are engineers who are dismissed or off pending a disciplinary investigation treated with respect to having an employment relationship with the Carrier?

A1: Engineers off pending or dismissed, who are subsequently reinstated, will be eligible for the payment within ninety (90) days of reinstatement.

Q2: Will the signing bonuses or lump sum be considered engineer earnings for the purpose of calculating the Thoroughbred Performance Bonus or Professional Performance Incentive?

A2: No, consistent with past agreements.

ARTICLE II – THOROUGHbred PERFORMANCE BONUS

Q1: For purposes of eligibility for the Thoroughbred Performance Bonus (TPB) in Article II, Section 3, how are engineers who are dismissed or off pending a disciplinary investigation treated with respect to having an employment relationship with the Carrier?

A1: Engineers off pending or dismissed, who are subsequently reinstated, will be eligible for the payment within ninety (90) days of reinstatement.

ARTICLE III – PROFESSIONAL PERFORMANCE INCENTIVE

Q1: Are scheduled rest days considered a non-compensated mark-off for purposes of PPI?

A1: No.

Q2: How are GR-13/GR-14/GR-27 offenses defined for the purposes of applying PPI eligibility?

A2: This Article refers to the offenses as defined in effect as of the date of this Agreement.

Q3: How will engineers who work as an engineer and in other crafts during the same quarter be handled for PPI eligibility?

A3: The performance criteria will be based on service as an engineer. The calculation of the incentive amount will be based on engineer earnings as defined by Article III, Section 2(b) of this Agreement.

Q4: How will DDOs be handled when an engineer is working in another craft?

A4: A DDO may only be scheduled and taken when an engineer is holding an engineer assignment.

ARTICLE V & APPENDIX I – PREDICTABLE WORKFORCE SCHEDULING

Section 1 – Assignment Database

Q1: Will the electronic Database display an indicator when the assignments have been updated for the next weekly cycle?

A1: Yes.

Q2: Will work trains called in emergency (derailment, Act of Providence, etc.) that work three (3) or more days as outlined in Section 1, Paragraph A of Appendix I be included in the Electronic Database for the upcoming Job Assignment Day?

A2: No, unless it is known the assignment will work three (3) or more days in the upcoming week.

Q3: Does this Agreement change Carrier's ability to set back the starting time of assignments?

A3: No. The starting time of an assignment may be temporarily changed where permitted by the applicable BLET Schedule Agreement.

Section 2 – Submitting Preferences

Q4: Does the term "engineer" include all employees on the engine service rosters?

A4: Yes.

Q5: Will engineers who were off for an extended absence (injury, discipline, medical, leave of absence, etc.) and marked-up without an assignment be permitted to choose between placement on an unfilled position and an extra board position?

A5: Engineers will be placed where qualified. Engineers qualified on an unfilled position and the extra board will be placed on their preferred assignment, seniority permitting. Engineers not qualified to hold an unfilled position or the extra board may be placed on the supplemental board once marked-up and may be called for assignments, on which they are qualified, when the primary extra board is exhausted until reassigned on Job Assignment Day.

Section 3 – Job Assignments

Q6: Will the senior engineer preferring an assignment be considered if his qualifications for the assignment have lapsed?

A6: Yes.

Q7: How will engineers not previously qualified on an assignment become eligible for placement on that assignment?

A7: Engineers will make qualification arrangements with their supervisor to be considered for the assignment, seniority permitting. Qualification arrangements will be handled promptly without unnecessary delay.

Q8: Is it the intent of this Agreement to modify existing agreements or practices regarding when engineers will be paid for time spent qualifying/re-familiarizing?

A8: No.

Q9: Will the turn of an engineer newly assigned on Job Assignment Day be held for rest?

A9: Yes. If an engineer's turn reaches the first out position before he/she is rested, it will be held in place until rested and again subject to call.

Q10: May Carrier decrease the number of engineers on a guaranteed engineer's extra board between Job Assignment Days?

A10: Carrier may not reduce engineers assigned or added to the extra board until the next Job Assignment Day.

Q11: When will engineer extra board guarantee payments begin and end for engineers moving to or from the extra board on Job Assignment Day?

A11: Guarantee payments for engineers newly assigned to an extra board will begin at 12:01 a.m. on Job Assignment Day. If the engineer is not

available due to working a previous assignment on Job Assignment Day, guarantee coverage will begin on the first day available on the extra board without regard to the time placed on the extra board.

Engineers moving from the board on Job Assignment Day will remain on the board and eligible for guarantee, if otherwise eligible, until 11:59 p.m. Friday.

Q12: In Section 3, Paragraph C of Appendix I, what constitutes assigned other than through freight service?

A12: Regularly assigned yard, road switcher, mine run, local, pusher, and utility engineer assignments.

Q13: Will BLET Local and General Chairmen have access to engineers' Electronic Bid Applications under their jurisdiction?

A13: Yes.

Q14: When changing assignments to a pool or extra board, may engineers specify their preferred turn?

A14: When changing assignments to unassigned pools or extra boards, including those with rotating rest days, engineers will be assigned to the available turn. Available turn is defined as a new or vacant turn, or the turn occupied by the junior engineer. When changing assignments to pools or extra boards with fixed rest day(s) or pools with calling windows, engineers may specify their preferred turn. If there are multiple turns with the same fixed rest day(s) or calling windows, engineers may specify their preferred group of turns, and will be assigned to the available turn in the group as outlined above.

Q15: In pools with active and inactive boards, will an inactive turn be moved to the active board when an available turn working or out of the terminal is brought back to the bottom of the inactive board to a newly assigned engineer?

A15: No. When a turn, including a make-up turn, returns to the home terminal, the first out inactive turn will be moved to the active board. The make-up turn will be removed from the pool upon arrival.

ARTICLE VI & APPENDIX II – WORK/REST INITIATIVES

Q1: Will the single day vacation divisor be reduced when rotating work/rest schedules are implemented for unassigned pools/extra boards?

A1: No, it will remain seven (7) days.

Q2: Is a flip trip counted as one or two starts under Appendix II, Section 3?

A2: A flip trip will be counted as two (2) starts if the terminal to terminal mileage exceeds 130 miles, otherwise it will be counted as one (1).

Q3: Is it the intent of Appendix II, Section 5(C)(2) to utilize calling window engineers on other trains outside of the service ahead of rested and available pool engineers?

A3: No.