

ARTICLE I WAGES

- Q-1: How will an employee be able to verify that he/she has received the full lump sum to which they are entitled pursuant to Sections 2, 3 and 5?
- A-1: The carrier will provide the General Chairman with a detailed explanation of the manner in which the signing bonus and lump sums have been calculated. Any employee who believes that his payment is incorrect will, upon request to the carrier, receive an explanation of how such payment was calculated.
- Q-2: (1) Do the General Wage Increases provided for in Article I apply to Reserve Board (Fireman) payments?  
  
(2) Also to guaranteed extra boards and other reserve board payments?
- A-2. (1) Yes.  
  
(2) Yes.
- Q-3: In calculating an employee's compensation for the 1% signing bonus and subsequent lump sum payments provided for in this Article, what is the basis upon which the percentage is determined?
- A-3: The employee's "compensation" as used on such employee's carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31.
- Q-4: Are the lump sum payments applicable to employees who are suspended, as well as employees who are reinstated with rights unimpaired?
- A-4: Yes, because in both cases the employment relationship is maintained.
- Q-5: Does the December 31, 1999, 4%/6% COLA apply to overmiles?
- A-5: Yes.

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

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

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

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

#### ARTICLE V - BENEFITS ELIGIBILITY

##### Section 1 - Health and Welfare Plan

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

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

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

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

- Q-9: Will the new qualifying provisions be applied retroactively to January 1, 1996 so as to disqualify individuals for employee and/or dependent health benefits who were eligible under the previous requirements?
- A-9: No. As provided in Side Letter #5, such provisions shall be applied effective on the first day of the calendar month immediately following the month in which the Agreement is ratified.
- Q-10: Will mileage equivalents and overtime hours be used in calculating the seven (7) day requirement?
- A-10: No.
- Q-11: In situations where employees return to work after periods of extended absence as a result of but not limited to, disability, furlough, suspension, dismissal, leave of absence or pregnancy at a point in a calendar month so as to make it impossible to satisfy the seven (7) day requirement, but make themselves otherwise available or work all of the remaining days in that month, will they qualify for medical benefit coverage in the month next following their return to work?
- A-11: This is addressed in and will be determined in accordance with the provisions of Side Letter #8.
- Q-12: Does the term "local officials" as used in Side Letter #6 include division presidents, secretaries/treasurers and legislative representatives who may also be required to lose time from their assignments due to union obligation?
- A-12: No, local officials are limited to working General Chairmen, Local Chairmen, and State Legislative Board Chairmen.

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

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

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

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

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

A-4: No.

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

A-5: No.

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

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

- Q-12: In application of paragraph (f), how many days of single day vacations may a yard service and road service employee be permitted to take; five, six or seven days?
- A-12: This question should be decided on each individual property in accordance with the past practice as to what appropriately constitutes one (1) week of annual vacation.
- Q-13: Can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than a single day increments?
- A-13: Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.
- Q-14: If an employee observes a single day of vacation and subsequently becomes ill so as to be unable to work the next day, what must he/she do inasmuch as they are to mark-up for service automatically?
- A-14: The employee should follow the established procedure for marking off sick.
- Q-15: Are an employee's obligations under existing rules and practices with respect to protecting service on his assigned off/rest days changed if the employee observes a single day of vacation immediately prior to such off/rest day?"
- A-15: No.
- Q-16: May an employee request a single day of vacation to be taken immediately following a day where he/she was off sick or observing a personal leave day?
- A-16: Yes.

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

(a) Sell his/her existing residence?

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

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

A-4: (a) No.

(b) To receive the full allowance, the rule requires that the employee be at the new location at the time the second payment is due.

(c) Yes. The note to paragraph (c) requires an exercise of seniority a distance greater than 50 miles.

Q-5: What is the definition of "prior right territory(s)" as set forth in the note to Section 2(c)?

A-5: This is determined on the individual properties in accordance with the applicable rules and/or practices governing seniority.

#### ARTICLE VIII - RATE PROGRESSION

Q-1: What rate of pay is applicable to employees who are promoted to conductor (foreman) and/or engineer but are working as brakemen (helpers) and/or hostler?

A-1: Once an individual is promoted to conductor (foreman) and/or engineer, that employee receives the applicable rate percentage, regardless of the craft in which they are working, until such time as they reach the next rate step in accordance with Article IV, Section 5 of the 1991 Implementing Document.

Q-2: An 80% entry rate employee promoting to engineer March 1, 1996, immediately elevates to the 85% entry rate. On his/her July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?

A-2: No. The employee goes to 90% on July 1, 1997.

- Q-4: Is it the intent of the parties that the Joint Committee referred to in paragraph (c) will be established and meet at the location where the proposed service is to be implemented?
- A-4: The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.
- Q-5: Can the Carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that Carrier within the combination road-yard service zone?
- A-5: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.
- Q-6: Does this rule permit the use of road crews to perform customer service within switching limits?
- A-6: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.
- Q-7: Can the Carrier be considered a customer in the application of this rule?
- A-7: The word "customer", as used in paragraph (a), was not meant to apply to the Carrier.

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

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

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

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

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

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

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

A-2: Yes.

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

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

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

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

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

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

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

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

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

A-2: Yes.