

## AGREEMENT

IT IS HEREBY AGREED this 1st day of May, 1996:

### ARTICLE I - THOROUGHBRED PERFORMANCE BONUS

#### Section 1

The Parties signatory hereto pledge their unceasing efforts to transform Norfolk Southern into the safest, most customer-focused, and successful transportation company in the world. The Parties further agree that the compensation system of a world-class transportation company must reflect both the risks and rewards of competing in today's market. This Agreement is the product of that consensus.

#### Section 2

(a) Effective January 1, 1996 and payable in 1997 locomotive engineers represented by the undersigned General Committees will be eligible for a bonus up to a maximum of five percent (5%) of their engineer earnings in the preceding calendar year.

(b) Effective January 1, 1997 and payable in 1998 locomotive engineers represented by the undersigned General Committees will be eligible for a bonus up to a maximum of five percent (5%) of their engineer earnings in the preceding calendar year.

(c) Effective January 1, 1998 and payable in 1999, and each year thereafter, locomotive engineers represented by the undersigned General Committees will be eligible for a bonus up to a maximum of ten percent (10%) of their engineer earnings in the preceding calendar year.

#### Section 3

(a) In any year that an annual bonus is paid under Norfolk Southern Corporation's Bonus Program, the amount payable to an engineer will be calculated by multiplying the employee's engineer earnings for the preceding calendar year by the appropriate percentage in Section 2 of this Article and then by the percentage of the maximum annual bonus (to the second decimal place) paid under the Bonus Program in that year. The "percentage of the maximum annual bonus paid under the Bonus Program" for any given year is hereinafter referred to as the "PBP."

Example: If the PBP is 100% of the maximum bonus in calendar year 1997 and the engineer's earnings in his craft in the preceding calendar year (1996) are \$50,000, the following calculation applies:

$$.05 \times \$50,000 \times 1 = \$2,500 \text{ ( paid in 1997 )}$$

Example: If the PBP is 95.78% of the maximum bonus in calendar year 1999 and the engineer's earnings in his craft in the preceding calendar year (1998) are \$50,000, the following calculation applies:

$$.1 \times \$50,000 \times .9578 = \$4,789 \text{ (paid in 1999)}$$

(b) For the purposes of this section, engineer earnings consist of all payments made under an agreement between the undersigned carriers and the Brotherhood of Locomotive Engineers during the applicable calendar year. The following payments shall be excluded from engineer earnings:

- (i) Thoroughbred Performance Bonus payments,
- (ii) expense reimbursements and allowances, including, but not limited to those required by any protective conditions,
- (iii) any payment made by the carriers in the exercise of their managerial rights; however, this will not restrict the carriers from including such payments in engineer earnings at its sole discretion,
- (iv) any payment made pursuant to a verdict, award or other settlement of a legal dispute.

#### Section 4

The undersigned carriers will advise the undersigned General Committees of the PBP for each calendar year. The determination of the PBP, including but not limited to the methodology employed and the determination of any figures utilized in the calculation of the PBP, shall remain at management's sole discretion, and shall not be a subject for review, negotiation or dispute. Payment will be made as soon as reasonably possible after the bonus is paid under the Bonus Program.

#### Section 5

Payments made under this article will not be used in the calculation of vacation pay.

ARTICLE II - SPECIAL PAY DIFFERENTIAL AND COST OF LIVING PAYMENTS

PART A - SPECIAL PAY DIFFERENTIAL

Section 1

Employees who meet the conditions specified in Article V of the 1991 National Implementing Document will continue to receive the frozen differential of \$15 per basic day and 15 cents per mile for miles in excess of the miles encompassed in the basic day under Article V.

Section 2

Employees working as engineers who meet the conditions specified in Article V Section 1, but not Sections 2 (a) and 2 (b) of the 1991 National Implementing Document will, as of the earlier of July 1, 1996 or fourteen days after the ratification of this agreement, receive the frozen differential of \$15 per basic day and 15 cents per mile for miles in excess of the miles encompassed in the basic day.

PART B - COST OF LIVING PAYMENTS - 1991 National Implementing Document

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article II, Part B of the 1991 National Implementing Document shall be rolled into basic rates of pay on November 30, 1995 and such Article II, Part B shall be eliminated at that time. Any amounts paid from January 1, 1996 under the aforementioned COLA provision (effective January 1, 1996) shall be deducted from regular pay after the effective date of this Agreement.

PART C - COST-OF-LIVING ALLOWANCE & ADJUSTMENTS THERETO AFTER JANUARY 1, 2000

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost of-living allowance shall be payable effective July 1, 2000 based, subject to paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999.

Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d) (iii), according to the formula set forth in paragraph (e)

Measurement Periods

| <u>Effective Date</u><br><u>Base Month</u><br><u>of Adjustment</u> | <u>Measurement Month</u> |
|--|--------------------------|
| September 1999<br>July 1, 2000                                     | March 2000               |
| March 2000<br>January 1, 2001                                      | September 2000           |

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.

(c) The amount of cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period

(d) (i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

| <u>Effective Date</u><br><u>of Adjustment</u> | <u>Maximum CPI Increase That</u><br><u>Shall Be Taken Into Account</u>              |
|---|---|
| July 1, 2000                                  | 3% of September 1999 CPI  |
| January 1, 2001                               | 6% of September 1999 CPI,<br>less the increase from<br>September 1999 to March 2000 |

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

(iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September; the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000 during such measurement period.

(iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost of living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000 shall be adjusted (increased or decreased) effective January 1, 2001 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be added to the amount of the cost-of-living allowance in effect on December 31, 2000 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and then, only to the extent that the

allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

#### Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to Section 1 of this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1999 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1998, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one-half of the cost-of-living allowance effective July 1, 2000.

(b) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(e) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Side Letter #1 of this agreement shall apply with respect to any year covered by this section.

(f) In making calculations under this section, fractions of a cent shall be rounded to the nearest whole cent; fractions less

than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

### Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will not become part of basic rates of pay. In application of such allowance, each one cent per hour of cost-of-living allowance that is payable shall be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Article I, Section 3 of Side Letter #1.

### Section 4 - Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

## ARTICLE III - DENTAL BENEFITS

### Section 1 - Continuation of Plan

The benefits now provided under the Railroad employees National Dental Plan (Dental Plan), modified as provided in Section 2 below, will be continued subject to the provisions of the Railway Labor Act, as amended.

### Section 2 - Eligibility

Existing eligibility requirements under the Dental Plan are amended, effective January 1, 1996, to provide that in order for an employee and his eligible dependents to be covered for Covered Dental Expenses (as defined in the Dental Plan) during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Dental Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

### Section 3 - Benefit Changes

The following changes will be made effective as of January 1, 1999

(a) The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependent in any calendar year beginning with calendar year 1999 will be increased from \$1000 to \$1,500.

(b) The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, will be increased from \$750 to \$1,000.

(c) The exclusion from coverage for implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits

(d) Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.

(e) One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.

(f) The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.

(g) The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.

### ARTICLE IV - VISION CARE

#### Section 1 - Establishment and Effective Date

The railroads will establish a Vision Care Plan to provide specified vision care benefits to employees and their dependents, to become effective January 1, 1999 and to continue thereafter subject to provisions of the Railway Labor Act, as amended, according to the following provisions:

(a) Eligibility and Coverage. Employees and their dependents will be eligible for coverage under the Plan beginning on the first day of the calendar month after the employee has completed a year of service for a participating railroad, but no earlier than the first day of January 1999. An eligible employee who renders compensated service on, or receives vacation pay for, an aggregate



of at least seven (7) calendar days in a calendar month will be covered under the Plan, along with his eligible dependents, during the immediately succeeding calendar month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for the purposes of this Section.

(b) Managed Care Managed vision care networks that meet standards developed by the National Carriers' Conference Committee concerning quality of care, access to providers and cost effectiveness shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in the network along with their covered dependents. Employees enrolled in managed vision care network will have a point-of-service option allowing them to choose an out-of-network provider to perform any vision care service covered by the Plan that they need. The benefits provided by the Plan when services are performed by in-network providers will be greater than the benefits provided by the Plan when the services are performed by providers who are not in-network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be as described in the table below.

| Plan Benefit  | In-Network  | Other Than In-Network   |
|---|---|---|
| One vision examination per 12-month period.                                       | 100% of reasonable and customary charges          | 100% of reasonable and customary charges up to a \$35 maximum   |
| One set of frames of any kind per 24-month period.                                | 100% of reasonable and customary charges <b>1</b> | 100% of reasonable and customary charges up to a \$35 maximum   |
| One set of two lenses of any kind, including contact lenses, per 24-month period. | 100% of reasonable and customary charges <b>2</b> | 100% of reasonable and customary charges up to the following maximums:<br><br>up to \$25 for single vision lenses<br><br>up to \$40 for bifocals<br><br>up to \$55 for trifocals<br><br>up to \$80 for lenticulars<br><br>up to \$210 for medically necessary contact lenses<br><br>up to \$105 for contact lenses that are not medically necessary |
| Where the employee or dependent requires only one lens.                           | 100% of reasonable and customary charges <b>2</b> | 100% of reasonable and customary charges up to a maximum of one-half of the maximum benefit payable for a set of two lenses of the same kind  |

1 Patients who select frames that exceed a wholesale allowance established under the program may be required to pay part of the cost of the frames selected.

2 Patients may be required to pay part of the cost of spectacle lenses or lens characteristics that are not necessary for the patients visual welfare. Moreover, patients who choose contact lenses in lieu of spectacle may be required to pay part of a contact lens evaluation fee and part of the cost of fitting and materials.

## Section 2 - Administration

The Vision Care Plan will be administered by the National Carriers' Conference Committee, which will bear the same responsibilities and perform the same functions as it does with respect to the Railroad Employees National Dental Plan, including the development of detailed plan language describing the Plan's eligibility, coverage, benefit and other provisions.

## ARTICLE V - BENEFITS ELIGIBILITY

### Section 1 - Health and Welfare Plan

The Railroad Employees National Health and Welfare Plan ("the Plan") is amended, effective January 1, 1996, as provided in this Section. In order for an Eligible Employee (as defined by the Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month") such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

### Section 2 - Vacation Benefits

Existing rules governing vacations are amended as follows effective January 1, 1997:

(a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intent that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

(b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45) , on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

(c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

(d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

(e) An employee may make up to two splits in his annual vacation in any calendar year.

(f) An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

(g) Existing rules and practices regarding vacation not specifically amended by this Section, including (but not limited to) scheduling of vacations, shall continue in effect without change.

### Section 3

This Article is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

## ARTICLE VI - PERSONAL LEAVE

See Side Letter #5.

## ARTICLE VII - ENHANCED EMPLOYMENT OPPORTUNITIES

### Section 1

In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived of employment with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

### Section 2

(a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant positions or claim locomotive engineer positions at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single locomotive engineer seniority roster for the carrier shall be developed, in accordance with applicable rules and procedures, no later than June 30, 1996

(b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.

(c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing

agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

**NOTE:** Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2 (c), provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

### Section 3

In the case of any transaction authorized under 49 U.S.C. §10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. §10901(e)

### Section 4

This Article shall become effective ten (10) days after the date of this Agreement and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

## ARTICLE VIII - RATE PROGRESSION ADJUSTMENT FOR PROMOTION

### Section 1

(a) An employee who is subject to national rules concerning rate progression on the effective date of this Article shall have his position on the rate progression scale adjusted to the next higher level upon promotion to engineer. An employee covered by this Agreement who is subject to Article IV, Section 5 of the 1991 National Implementing Document (Rate Progression - New Hires) on the effective date of this Article shall have his position on the rate progression scale adjusted to the next higher level on such effective date.

(b) The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection (a) of this Section shall be made when such employee completes one year

of "active service" (as defined by the aforementioned Article IV, Section 5) measured from the date on which that employee would have attained the position of employee on the rate progression scale provided pursuant to subsection (a) of this Section.

## Section 2

Local rate progression rules applicable on a carrier that is not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

## Section 3

This Article shall become effective ten (10) days after the date of this Agreement and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

## ARTICLE IX - ENHANCED CUSTOMER SERVICE

Article VIII - Special Relief, Customer Service - Yard Crews of the 1991 National Implementing Document is amended to read as follows and furthermore shall be applicable to all carriers party to this Agreement:

### Section 1

(a) When an individual carrier has a customer request for particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted on an experimental basis for a six-month period.

(b) Prior to implementing such service, the carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours' advance notice to the General Chairman of the employees involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Article shall be limited to: starting times, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.

(c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall determine whether a need exists, as provided in paragraph (a), to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in paragraph (b),

it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six-months has expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

(d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which The parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be born equally by the parties.

(e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the carrier's implementation of its proposal.

## Section 2

This Article shall become effective ten (10) days after the date of this Agreement and is not intended to restrict any of the existing rights of a carrier.

## ARTICLE X - DISPLACEMENT

### Section 1

(a) Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules are amended to provide that an employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.

(b) Failure of an employee to exercise displacement rights, as provided in (a) above, will result in said employee being assigned to the applicable extra board, seniority permitting. (The applicable extra board is the extra board protecting the assignment from which displaced.)



(c) In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.

## Section 2

This Article shall become effective ten (10) days after the date of this Agreement and is not intended to restrict any of the existing rights of a carrier.

## ARTICLE XI - GENERAL PROVISIONS

### Section 1 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation and other terms and conditions of employment during the period of the Agreement and is in settlement of the dispute growing out of the notices dated November 1, 1994 served by and on behalf of the carriers listed in Exhibit A upon the organization signatory hereto, and the notices dated on or about November 1, 1994 served by the organization upon such carriers.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal for changing any matter contained in:

- (1) this Agreement,
- (2) the proposals of the parties identified in Section 1(a) of this Article, and
- (3) Section 2(c) (3) of Article VIII of the National Agreement of March 6, 1975.

and any pending notices which propose such matters are hereby withdrawn.

(d) The parties to this Agreement shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal which might properly have been served on November 1, 1994, and any pending notices which propose such matters are hereby withdrawn.

(e) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT NORFOLK, VIRGINIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996.

FOR THE NCCC  
ENGINEERS

FOR THE EMPLOYEES REPRESENTED BY  
THE BROTHERHOOD OF LOCOMOTIVE

\_\_\_\_\_

W.E. Knight

Participating carriers:

S.D. Speagle

Norfolk Southern Railway  
The Alabama Great Southern Railroad Company

R.C. Wallace

Atlantic & East Carolina Railway Company  
Central of Georgia Railroad Company  
The Cincinnati, New Orleans & Texas Pacific Railway Company  
Georgia Southern and Florida Railway Company

P.T. Sorrow

Interstate Railroad Company  
Norfolk & Western Railway Company  
Tennessee, Alabama and Georgia Railway Company  
Tennessee Railway Company

May 1, 1996

#1

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding regarding Articles I and II of the Agreement of this date.

It is understood that The Brotherhood of Locomotive Engineers may between November 1, 1999 and November 30, 1999 provide the Carrier with written notice of its intent to cancel, effective from and after January 1, 2000, Articles I and II collectively of this Agreement.

In the event Articles I and II are canceled, they will, effective from and after January 1, 2000, be replaced by the following:

#### ARTICLE I - WAGES

##### Section 1 - General Wage Increase

(a) Effective from and after January 1, 2000 all standard basic daily rates of pay for employees represented by the Brotherhood of Locomotive Engineers in effect on December 31, 1999 shall be increased by ten-and-one-half ( $10\frac{1}{2}$ ) percent.

(b) In computing the increase under paragraph (a) above, ( $10\frac{1}{2}$ ) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets,

and the amounts so produced shall be added to each standard basic daily rate of pay:

Passenger - 600,000 and less than 650,000 pounds  
Freight - 950,000 and less than 1,000,000 pounds (through freight rates)  
Yard engineers - Less than 500,000 pounds

### Section 2 - Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

### Section 3 - Application of Wage Increase

(a) The adjustment provided for in this Article (I) will apply to mileage rates of pay for overmiles, and (ii) will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.

(b) Miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be adjusted under this agreement in the same manner as heretofore increased under previous wage agreements.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.

(e) Existing money differentials above existing standard daily rates shall be maintained.

(f) In local freight service, the same differential in excess of through freight rates shall be maintained.

(g) Other than standard rates:

Existing basic daily rates of pay other than standard shall be changed, effective as of the date specified in Section 1 hereof, by the same respective percentage as set forth therein, computed and applied in the same manner as the standard rates were determined.

Section 4 - Definition of Carriers' Payment Rate

The carriers' payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve (12) times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 of the Agreed-Upon Implementation of Public Law 102-29 (1991 National Implementing Document).

ARTICLE II - COST-OF-LIVING PAYMENTS

Part A - Cost-of-Living Allowance Through January 1, 2000 and Effective Date of Adjustment

(a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part B of this Article except as otherwise provided in this Part, shall be payable and rolled in to basic rates of pay on January 1, 2000.

(b) The measurement periods shall be as follows:

| <u>Base Month</u> | <u>Measurement Periods</u> | <u>Effective Date</u> |
|-------------------|----------------------------|-----------------------|
|                   | <u>Measurement Month</u>   | <u>of Adjustment</u>  |
| March 1995        | March 1996                 |                       |
| March 1997        | March 1998                 | January 1, 2000       |

plus

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part B, Section 1(e) of this Article.

(c) (I) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

| <u>Effective Date</u> | <u>Minimum CPI Increase That</u>                  |
|-----------------------|---|
| <u>of Adjustment</u>  | <u>Shall Be Taken Into Account</u>                |
| January 1, 2000       | 4% of March 1995 CPI plus<br>4% of March 1997 CPI |

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

| <u>Effective Date<br/>of Adjustment</u> | <u>Maximum CPI Increase That<br/>Shall Be Taken Into Account</u> |
|---|--|
| January 1, 2000                         | 6% of March 1995 CPI plus<br>6% of March 1997 CPI                |

(d) The cost-of-living allowance payable to each employee and rolled in to basic rates of pay on January 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1998 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one half of the cost-of-living allowance effective on January 1, 2000 pursuant to this Part.

(e) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Article I, Section 4 of this side letter shall apply to this section.

#### Part B - Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000

##### Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967-100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000 based, subject to paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d) (iii), according to the formula set forth in paragraph (e)

| <u>Measurement Periods</u> |                          |                                     |
|----------------------------|--------------------------|-------------------------------------|
| <u>Base Month</u>          | <u>Measurement Month</u> | <u>Effective Date of Adjustment</u> |
| September 1999             | March 2000               | July 1, 2000                        |
| March 2000                 | September 2000           | January 1, 2001                     |

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.

(c) The amount of cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d) (i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

| <u>Effective Date of Adjustment</u> | <u>Maximum CPI Increase That Shall Be Taken Into Account</u>                        |
|-------------------------------------|---|
| July 1, 2000                        | 3% of September 1999 CPI  |
| January 1, 2001                     | 6% of September 1999 CPI,<br>less the increase from<br>September 1999 to March 2000 |

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

(iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September; the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of profits which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000 during such measurement period.

(iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000 shall be adjusted (increased or decreased) effective January 1, 2001 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be added to the amount of the cost-of-living allowance in effect on December 31, 2000 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and then, only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.



(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-w) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

## Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to Section 1 of this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1999 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1998, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one-half of the cost-of-living allowance effective July 1, 2000.

(b) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(d) The procedure specified in paragraphs (b) and © shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(e) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Article I, Section 4 of this side letter shall apply with respect to any year covered by this section

(f) In making calculations under this section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part B will not become part of basic rates of pay. In application of such allowance, each one cent per hour of cost-of-living allowance that is payable shall be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Article I, Section 3 of this side letter.

Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % inc to O/M + ID O/M)

ENGINEER WITH A FIREMAN IN THRU FREIGHT SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | O/M RATE | RATE CODE | TOTAL W/D  | RATE CODE | FROZEN PRO RATA | ID RATE FROZ O/M |
|-----------|------------------|-----------|----------|-----------|------------|-----------|-----------------|------------------|
| 144.27    | 16.0350          | 27.0525   | 1.0717   | 6         | 200 -250   | 309       | 13.1800         | 1.1679           |
| 144.42    | 18.0525          | 27.0800   | 1.0732   | 7         | 250 -300   | 310       | 13.1975         | 1.1694           |
| 144.57    | 18.0725          | 27.1075   | 1.0747   | 8         | 300 -350   | 311       | 13.2175         | 1.1709           |
| 144.78    | 18.0975          | 27.1475   | 1.0768   | 9         | 350 -400   | 312       | 13.2425         | 1.1730           |
| 144.99    | 18.1250          | 27.1875   | 1.0789   | 10        | 400 -500   | 313       | 13.2700         | 1.1751           |
| 145.20    | 18.1500          | 27.2250   | 1.0810   | 11        | 450 -500   | 314       | 13.2950         | 1.1772           |
| 145.41    | 18.1775          | 27.2650   | 1.0831   | 12        | 500 -550   | 315       | 13.3225         | 1.1793           |
| 145.59    | 18.2000          | 27.3000   | 1.0849   | 13        | 550 -600   | 316       | 13.3450         | 1.1811           |
| 145.77    | 18.2225          | 27.3325   | 1.0867   | 14        | 600 -650   | 317       | 13.3675         | 1.1829           |
| 145.95    | 18.2450          | 27.3675   | 1.0885   | 15        | 650 -700   | 318       | 13.3900         | 1.1847           |
| 146.13    | 18.2675          | 27.4000   | 1.0903   | 16        | 700 -750   | 319       | 13.4125         | 1.1865           |
| 146.31    | 18.2900          | 27.4350   | 1.0921   | 17        | 750 -800   | 320       | 13.4350         | 1.1883           |
| 146.49    | 18.3125          | 27.4675   | 1.0939   | 18        | 800 -850   | 321       | 13.4575         | 1.1901           |
| 146.67    | 18.3350          | 27.5025   | 1.0957   | 19        | 850 -900   | 322       | 13.4800         | 1.1919           |
| 146.85    | 18.3575          | 27.5350   | 1.0975   | 20        | 900 -950   | 323       | 13.5025         | 1.1937           |
| 147.03    | 18.3800          | 27.5700   | 1.0993   | 21        | 950- 1000  | 324       | 13.5250         | 1.1955           |
| 147.21    | 18.4025          | 27.6025   | 1.1011   | 22        | 1000- 1050 | 325       | 13.5475         | 1.1973           |
| 147.39    | 18.4250          | 27.6375   | 1.1029   | 23        | 1050- 1100 | 326       | 13.5700         | 1.1991           |
| 147.57    | 18.4475          | 27.6700   | 1.1047   | 24        | 1100- 1150 | 327       | 13.5925         | 1.2009           |
| 147.75    | 18.4700          | 27.7050   | 1.1065   | 25        | 1150- 1200 | 328       | 13.6150         | 1.2027           |
| 147.93    | 18.4925          | 27.7375   | 1.1083   | 26        | 1200- 1250 | 329       | 13.6375         | 1.2045           |
| 148.11    | 18.5150          | 27.7725   | 1.1101   | 27        | 1250- 1300 | 330       | 13.6600         | 1.2063           |
| 148.29    | 18.5375          | 27.8050   | 1.1119   | 28        | 1300- 1350 | 331       | 13.6825         | 1.2081           |
| 145.47    | 18.5600          | 27.5400   | 1.1137   | 29        | 1350- 1400 | 332       | 13.7050         | 1.2099           |
| 148.65    | 18.5825          | 27.8725   | 1.1155   | 30        | 1400- 1450 | 333       | 13.7275         | 1.2117           |
| 148.83    | 18.6050          | 27.9075   | 1.1173   | 31        | 1450- 1500 | 334       | 13.7500         | 1.2135           |
| 149.01    | 18.6275          | 27.9400   | 1.1191   | 32        | 1500- 1550 | 335       | 13.7725         | 1.2153           |
| 149.19    | 18.8500          | 27.9750   | 1.1209   | 33        | 1550- 1600 | 336       | 13.7950         | 1.2171           |
| 149.37    | 18.6725          | 28.0075   | 1.1227   | 34        | 1600- 1650 | 337       | 13.8175         | 1.2189           |
| 149.55    | 18.6950          | 28.0425   | 1.1245   | 35        | 1650- 1700 | 338       | 13.8400         | 1.2207           |
| 149.73    | 18.7175          | 28.0750   | 1.1263   | 36        | 1700- 1750 | 339       | 13.8625         | 1.2225           |
| 149.91    | 18.7400          | 28.1100   | 1.1281   | 37        | 1750- 1800 | 341       | 13.8550         | 1.2243           |
| 150.09    | 18.7625          | 28.1425   | 1.1299   | 38        | 1800- 1850 | 342       | 13.9075         | 1.2261           |
| 150.27    | 18.7850          | 28.1775   | 1.1317   | 39        | 1850- 1900 | 343       | 13.9300         | 1.2279           |
| 150.45    | 18.8075          | 28.2100   | 1.1335   | 43        | 1900- 1950 | 344       | 13.9525         | 1.2297           |
| 150.63    | 18.5300          | 28.2450   | 1.1353   | 44        | 1950- 2000 | 345       | 13.9750         | 1.2315           |
| 150.81    | 18.8525          | 28.2775   | 1.1371   | 45        | 2000- 2050 | 346       | 13.9975         | 1.2333           |
| 150.99    | 15.8750          | 28.3125   | 1.1389   | 46        | 2050- 2100 | 347       | 14.0200         | 1.2351           |
| 151.17    | 18.8975          | 28.3450   | 1.1407   | 47        | 2100- 2150 | 348       | 14.0425         | 1.2369           |
| 151.35    | 18.9200          | 28.3800   | 1.1425   | 48        | 2150- 2200 | 349       | 14.0650         | 1.2387           |
| 151.53    | 18.9425          | 28.4125   | 1.1443   | 49        | 2200- 2250 | 350       | 14.0875         | 1.2405           |
| 151.71    | 18.9650          | 28.4475   | 1.1461   | 66        | 2250- 2300 | 351       | 14.1100         | 1.2423           |
| 151.89    | 18.9875          | 28.4800   | 1.1479   | 67        | 2300- 2350 | 352       | 14.1325         | 1.2441           |
| 152.07    | 19.0100          | 28.5150   | 1.1497   | 68        | 2350- 2400 | 353       | 14.1550         | 1.2459           |
| 152.25    | 19.0325          | 28.5475   | 1.1515   | 69        | 2400- 2450 | 354       | 14.1775         | 1.2477           |
| 152.43    | 19.0550          | 28.5825   | 1.1533   | 71        | 2450- 2500 | 355       | 14.2000         | 1.2495           |
| 152.61    | 19.0775          | 28.6150   | 1.1551   | 72        | 2500- 2550 | 356       | 14.2225         | 1.2513           |

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % inc to O/M + ID O/M)

ENGINEER WITHOUT A FIREMAN IN THRU FREIGHT SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | O/M RATE | RATE CODE | TOTAL W/D  | RATE CODE | FROZEN PRO RATA | ID RATE FROZ O/M |
|-----------|------------------|-----------|----------|-----------|------------|-----------|-----------------|------------------|
| 150.27    | 18.7850          | 28.1775   | 1.1317   | 6         | 200 -250   | 309       | 13.9300         | 1.2279           |
| 150.42    | 18.8025          | 28.2050   | 1.1332   | 7         | 250 -300   | 310       | 13.9475         | 1.2294           |
| 150.57    | 18.8225          | 28.2325   | 1.1347   | 8         | 300 -350   | 311       | 13.9675         | 1.2309           |
| 150.78    | 18.8475          | 28.2725   | 1.1368   | 9         | 350 -400   | 312       | 13.9925         | 1.2330           |
| 150.99    | 18.8750          | 28.3125   | 1.1389   | 10        | 400 -450   | 313       | 14.0200         | 1.2351           |
| 151.20    | 18.9000          | 28.3500   | 1.1410   | 11        | 450 -500   | 314       | 14.0450         | 1.2372           |
| 151.41    | 18.9275          | 28.3900   | 1.1431   | 12        | 500 -550   | 315       | 14.0725         | 1.2393           |
| 151.59    | 18.9500          | 28.4250   | 1.1449   | 13        | 550 -600   | 316       | 14.0950         | 1.2411           |
| 151.77    | 18.9725          | 28.4575   | 1.1467   | 14        | 600 -650   | 317       | 14.1175         | 1.2429           |
| 151.95    | 18.9950          | 28.4925   | 1.1485   | 15        | 650 -700   | 318       | 14.1400         | 1.2447           |
| 152.13    | 19.0175          | 28.5250   | 1.1503   | 16        | 700 -750   | 319       | 14.1625         | 1.2465           |
| 152.31    | 19.0400          | 28.5600   | 1.1521   | 17        | 750 -800   | 320       | 14.1850         | 1.2483           |
| 152.49    | 19.0625          | 28.5925   | 1.1539   | 18        | 800 -850   | 321       | 14.2075         | 1.2501           |
| 152.67    | 19.0850          | 28.6275   | 1.1557   | 19        | 850 -900   | 322       | 14.2300         | 1.2519           |
| 152.85    | 19.1075          | 28.6600   | 1.1575   | 20        | 900 -950   | 323       | 14.2525         | 1.2537           |
| 153.03    | 19.1300          | 28.6950   | 1.1593   | 21        | 950- 1000  | 324       | 14.2750         | 1.2555           |
| 153.21    | 19.1525          | 28.7275   | 1.1611   | 22        | 1000- 1050 | 325       | 14.2950         | 1.2573           |
| 153.39    | 19.1750          | 28.7625   | 1.1629   | 23        | 1050- 1100 | 326       | 14.3200         | 1.2591           |
| 153.57    | 19.1975          | 28.7950   | 1.1647   | 24        | 1100- 1150 | 327       | 14.3425         | 1.2609           |
| 153.75    | 19.2200          | 28.8300   | 1.1665   | 25        | 1150- 1200 | 328       | 14.3650         | 1.2627           |
| 153.93    | 19.2425          | 28.8625   | 1.1683   | 26        | 1200- 1250 | 329       | 14.3875         | 1.2645           |
| 154.11    | 19.2650          | 28.8975   | 1.1701   | 27        | 1250- 1300 | 330       | 14.4100         | 1.2663           |
| 154.29    | 19.2875          | 28.9300   | 1.1719   | 28        | 1300- 1350 | 331       | 14.4325         | 1.2681           |
| 154.47    | 19.3100          | 28.9650   | 1.1737   | 29        | 1350- 1400 | 332       | 14.4550         | 1.2699           |
| 154.65    | 19.3325          | 28.9975   | 1.1755   | 30        | 1400- 1450 | 333       | 14.4775         | 1.2717           |
| 154.83    | 19.3550          | 29.0325   | 1.1773   | 31        | 1450- 1500 | 334       | 14.5000         | 1.2735           |
| 155.01    | 19.3775          | 29.0650   | 1.1791   | 32        | 1500- 1550 | 335       | 14.5225         | 1.2753           |
| 155.19    | 19.4000          | 29.1000   | 1.1809   | 33        | 1550- 1600 | 336       | 14.5450         | 1.2771           |
| 155.37    | 19.4225          | 29.1325   | 1.1827   | 34        | 1600- 1650 | 337       | 14.5675         | 1.2789           |
| 155.55    | 19.4450          | 29.1675   | 1.1845   | 35        | 1650- 1700 | 338       | 14.5900         | 1.2807           |
| 155.73    | 19.4675          | 29.2000   | 1.1863   | 36        | 1700- 1750 | 339       | 14.6125         | 1.2825           |
| 155.91    | 19.4900          | 29.2350   | 1.1881   | 37        | 1750- 1800 | 341       | 14.6350         | 1.2843           |
| 156.09    | 19.5125          | 29.2675   | 1.1899   | 35        | 1800- 1850 | 342       | 14.6575         | 1.2861           |
| 156.27    | 19.5350          | 29.3025   | 1.1917   | 39        | 1850- 1900 | 343       | 14.6800         | 1.2879           |
| 156.45    | 19.5575          | 29.3350   | 1.1935   | 43        | 1900- 1950 | 344       | 14.7025         | 1.2897           |
| 156.63    | 19.5800          | 29.3700   | 1.1953   | 44        | 1950- 2000 | 345       | 14.7250         | 1.2915           |
| 156.81    | 19.6025          | 29.4025   | 1.1971   | 45        | 2000- 2050 | 346       | 14.7475         | 1.2933           |
| 156.99    | 19.6250          | 29.4375   | 1.1989   | 46        | 2050- 2100 | 347       | 14.7700         | 1.2951           |
| 157.17    | 19.6475          | 29.4700   | 1.2007   | 47        | 2100- 2150 | 348       | 14.7925         | 1.2969           |
| 157.35    | 19.6700          | 29.5050   | 1.2025   | 48        | 2150- 2200 | 349       | 14.8150         | 1.2987           |
| 157.53    | 19.6925          | 29.5375   | 1.2043   | 49        | 2200- 2250 | 350       | 14.8375         | 1.3005           |
| 157.71    | 19.7150          | 29.5725   | 1.2061   | 66        | 2250- 2300 | 351       | 14.8600         | 1.3023           |
| 157.89    | 19.7375          | 29.6050   | 1.2079   | 67        | 2300- 2350 | 352       | 14.8825         | 1.3041           |
| 158.07    | 19.7600          | 29.6400   | 1.2097   | 68        | 2350- 2400 | 353       | 14.9050         | 1.3059           |
| 158.25    | 19.7825          | 29.6725   | 1.2115   | 69        | 2400- 2450 | 354       | 14.9275         | 1.3077           |
| 158.43    | 19.8050          | 29.7075   | 1.2133   | 71        | 2450- 2500 | 355       | 14.9500         | 1.3095           |
| 158.61    | 19.8275          | 29.7400   | 1.2151   | 72        | 2500- 2550 | 356       | 14.9725         | 1.3113           |
| 158.79    | 19.8500          | 29.7750   | 1.2169   | 73        | 2550- 2600 | 357       | 14.9950         | 1.3131           |

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % inc to O/M + ID O/M)

ENGINEER WITH A FIREMAN IN LOCAL FREIGHT SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | O/M RATE | RATE CODE | TOTAL W/D  | RATE CODE | FROZEN PRO RATA | ID RATE FROZ O/M |
|-----------|------------------|-----------|----------|-----------|------------|-----------|-----------------|------------------|
| 144.83    | 18.1050          | 27.1575   | 1.0773   | 6         | 200 -250   | 209       | 13.2500         | 1.1735           |
| 144.98    | 18.1225          | 27.1850   | 1.0788   | 7         | 250 -300   | 210       | 13.2675         | 1.1750           |
| 145.13    | 18.1425          | 27.2125   | 1.0803   | 8         | 300 -350   | 211       | 13.2875         | 1.1765           |
| 145.34    | 18.1675          | 27.2525   | 1.0824   | 9         | 350 -400   | 212       | 13.3125         | 1.1786           |
| 145.55    | 18.1950          | 27.2925   | 1.0845   | 10        | 400 -450   | 213       | 13.3400         | 1.1807           |
| 145.76    | 18.2200          | 27.3300   | 1.0866   | 11        | 450 -500   | 214       | 13.3650         | 1.1828           |
| 145.97    | 18.2475          | 27.3700   | 1.0887   | 12        | 500 -550   | 215       | 13.3925         | 1.1849           |
| 146.15    | 18.2700          | 27.4050   | 1.0905   | 13        | 550 -600   | 216       | 13.4150         | 1.1867           |
| 146.33    | 18.2925          | 27.4375   | 1.0923   | 14        | 600 -650   | 217       | 13.4375         | 1.1885           |
| 146.51    | 18.3150          | 27.4725   | 1.0941   | 15        | 650 -700   | 218       | 13.4600         | 1.1903           |
| 146.69    | 18.3375          | 27.5050   | 1.0959   | 16        | 700 -750   | 219       | 13.4825         | 1.1921           |
| 146.87    | 18.3600          | 27.5400   | 1.0977   | 17        | 750 -800   | 220       | 13.5050         | 1.1939           |
| 147.05    | 18.3825          | 27.5725   | 1.0995   | 18        | 800 -850   | 221       | 13.5275         | 1.1957           |
| 147.23    | 18.4050          | 27.6075   | 1.1013   | 19        | 850 -900   | 222       | 13.5500         | 1.1975           |
| 147.41    | 18.4275          | 27.6400   | 1.1031   | 20        | 900 -950   | 223       | 13.5725         | 1.1993           |
| 147.59    | 18.4500          | 27.6750   | 1.1049   | 21        | 950- 1000  | 224       | 13.5950         | 1.2011           |
| 147.77    | 18.4725          | 27.7075   | 1.1067   | 22        | 1000- 1050 | 225       | 13.6175         | 1.2029           |
| 147.95    | 18.4950          | 27.7425   | 1.1085   | 23        | 1050- 1100 | 226       | 13.6400         | 1.2047           |
| 148.13    | 18.5175          | 27.7750   | 1.1103   | 24        | 1100- 1150 | 227       | 13.6625         | 1.2065           |
| 148.31    | 18.5400          | 27.8100   | 1.1121   | 25        | 1150- 1200 | 228       | 13.6850         | 1.2083           |
| 148.49    | 18.5625          | 27.8425   | 1.1139   | 26        | 1200- 1250 | 229       | 13.7075         | 1.2101           |
| 148.67    | 18.5850          | 27.8775   | 1.1157   | 27        | 1250- 1300 | 230       | 13.7300         | 1.2119           |
| 148.85    | 18.6075          | 27.9100   | 1.1175   | 28        | 1300- 1350 | 231       | 13.7525         | 1.2137           |
| 149.03    | 18.6300          | 27.9450   | 1.1193   | 29        | 1350- 1400 | 232       | 13.7750         | 1.2155           |
| 149.21    | 18.6525          | 27.9775   | 1.1211   | 30        | 1400- 1450 | 233       | 13.7975         | 1.2173           |
| 149.39    | 18.6750          | 28.0125   | 1.1229   | 31        | 1450- 1500 | 234       | 13.8200         | 1.2191           |
| 149.57    | 18.6975          | 28.0450   | 1.1247   | 32        | 1500- 1550 | 235       | 13.8425         | 1.2209           |
| 149.75    | 18.7200          | 28.0800   | 1.1265   | 33        | 1550- 1600 | 236       | 13.8650         | 1.2227           |
| 149.93    | 18.7425          | 28.1125   | 1.1283   | 34        | 1600- 1650 | 237       | 13.8875         | 1.2245           |
| 150.11    | 18.7650          | 28.1475   | 1.1301   | 35        | 1650- 1700 | 238       | 13.9100         | 1.2263           |
| 150.29    | 18.7875          | 28.1800   | 1.1319   | 36        | 1700- 1750 | 239       | 13.9325         | 1.2281           |
| 150.47    | 18.8100          | 28.2150   | 1.1337   | 37        | 1750- 1800 | 241       | 13.9550         | 1.2299           |
| 150.65    | 18.8325          | 28.2475   | 1.1355   | 38        | 1800- 1850 | 242       | 13.9775         | 1.2317           |
| 150.83    | 18.8550          | 28.2825   | 1.1373   | 39        | 1850- 1900 | 243       | 14.0000         | 1.2335           |
| 151.01    | 18.8775          | 28.3150   | 1.1391   | 43        | 1900- 1950 | 244       | 14.0225         | 1.2353           |
| 151.19    | 18.9000          | 28.3500   | 1.1409   | 44        | 1950- 2000 | 245       | 14.0450         | 1.2371           |
| 151.37    | 18.9225          | 28.3825   | 1.1427   | 45        | 2000- 2050 | 246       | 14.0675         | 1.2389           |
| 151.55    | 18.9450          | 28.4175   | 1.1445   | 46        | 2050- 2100 | 247       | 14.0900         | 1.2407           |
| 151.73    | 18.9675          | 28.4500   | 1.1463   | 47        | 2100- 2150 | 248       | 14.1125         | 1.2425           |
| 151.91    | 18.9900          | 28.4850   | 1.1481   | 48        | 2150- 2200 | 249       | 14.1350         | 1.2443           |
| 152.09    | 19.0125          | 28.5175   | 1.1499   | 49        | 2200- 2250 | 250       | 14.1575         | 1.2461           |
| 152.27    | 19.0350          | 28.5525   | 1.1517   | 66        | 2250- 2300 | 251       | 14.1800         | 1.2479           |
| 152.45    | 19.0575          | 28.5850   | 1.1535   | 67        | 2300- 2350 | 252       | 14.2025         | 1.2497           |
| 152.63    | 19.0800          | 28.6200   | 1.1553   | 68        | 2350- 2400 | 253       | 14.2250         | 1.2515           |
| 152.81    | 19.1025          | 28.6525   | 1.1571   | 69        | 2400- 2450 | 254       | 14.2475         | 1.2533           |
| 152.99    | 19.1250          | 28.6875   | 1.1589   | 71        | 2450- 2500 | 255       | 14.2700         | 1.2551           |
| 153.17    | 19.1475          | 28.7200   | 1.1607   | 72        | 2500- 2550 | 256       | 14.2925         | 1.2569           |
| 153.35    | 19.1700          | 28.7550   | 1.1625   | 73        | 2550- 2600 | 257       | 14.3150         | 1.2587           |

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % inc to O/M + ID O/M)

ENGINEER WITHOUT A FIREMAN IN LOCAL FREIGHT SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | O/M RATE | RATE CODE | TOTAL W/D   | RATE CODE | FROZEN PRO RATA | ID RATE FROZ O/M |
|-----------|------------------|-----------|----------|-----------|-------------|-----------|-----------------|------------------|
| 150.83    | 18.8550          | 28.2825   | 1.1373   | 6         | 200 -250    | 209       | 14.0000         | 1.2335           |
| 150.98    | 18.8725          | 28.3100   | 1.1388   | 7         | 250 -300    | 210       | 14.0175         | 1.2350           |
| 151.13    | 18.8925          | 28.3375   | 1.1403   | 8         | 300 -350    | 211       | 14.0375         | 1.2365           |
| 151.34    | 18.9175          | 28.3775   | 1.1424   | 9         | 350 -400    | 212       | 14.0625         | 1.2386           |
| 151.55    | 18.9450          | 28.4175   | 1.1445   | 10        | 400 -450    | 213       | 14.0900         | 1.2407           |
| 151.76    | 18.9700          | 28.4550   | 1.1466   | 11        | 450 -500    | 214       | 14.1150         | 1.2428           |
| 151.97    | 18.9975          | 28.4950   | 1.1487   | 12        | 500 -550    | 215       | 14.1425         | 1.2449           |
| 152.15    | 19.0200          | 28.5300   | 1.1505   | 13        | 550 -600    | 216       | 14.1650         | 1.2467           |
| 152.33    | 19.0425          | 28.5625   | 1.1523   | 14        | 600 -650    | 217       | 14.1875         | 1.2485           |
| 152.51    | 19.0650          | 28.5975   | 1.1541   | 15        | 650 -700    | 218       | 14.2100         | 1.2503           |
| 152.69    | 19.0875          | 28.6300   | 1.1559   | 16        | 700 -750    | 219       | 14.2325         | 1.2521           |
| 152.87    | 19.1100          | 28.6650   | 1.1577   | 17        | 750 -800    | 220       | 14.2550         | 1.2539           |
| 153.05    | 19.1325          | 28.6975   | 1.1595   | 18        | 800 -850    | 221       | 14.2775         | 1.2557           |
| 153.23    | 19.1550          | 28.7325   | 1.1613   | 19        | 850 -900    | 222       | 14.3000         | 1.2575           |
| 153.41    | 19.1775          | 28.7650   | 1.1631   | 20        | 900 -950    | 223       | 14.3225         | 1.2593           |
| 153.59    | 19.2000          | 28.8000   | 1.1649   | 21        | 950- 1000   | 224       | 14.3450         | 1.2611           |
| 153.77    | 19.2225          | 28.8325   | 1.1667   | 22        | 1000- 1050  | 225       | 14.3675         | 1.2629           |
| 153.95    | 19.2450          | 28.8675   | 1.1685   | 23        | 1050- 1100  | 226       | 14.3900         | 1.2647           |
| 154.13    | 19.2675          | 28.9000   | 1.1703   | 24        | 1100- 1150  | 227       | 14.4125         | 1.2665           |
| 154.31    | 19.2900          | 28.9350   | 1.1721   | 25        | 1150- 1200  | 228       | 14.4350         | 1.2683           |
| 154.49    | 19.3125          | 28.9675   | 1.1739   | 26        | 1200- 1250  | 229       | 14.4575         | 1.2701           |
| 154.67    | 19.3350          | 29.0025   | 1.1757   | 27        | 1250- 1300  | 230       | 14.4800         | 1.2719           |
| 154.85    | 19.3575          | 29.0350   | 1.1775   | 28        | 1300- 1350  | 231       | 14.5025         | 1.2737           |
| 155.03    | 19.3800          | 29.0700   | 1.1793   | 29        | 1350- 1400  | 232       | 14.5250         | 1.2755           |
| 155.21    | 19.4025          | 29.1025   | 1.1811   | 30        | 1400- 1450  | 233       | 14.5475         | 1.2773           |
| 155.39    | 19.4250          | 29.1375   | 1.1829   | 31        | 1450- 1500  | 234       | 14.5700         | 1.2791           |
| 155.57    | 19.4475          | 29.1700   | 1.1847   | 32        | 1500- 1550  | 235       | 14.5925         | 1.2809           |
| 155.75    | 19.4700          | 29.2050   | 1.1865   | 33        | 1550- 1600  | 236       | 14.6150         | 1.2827           |
| 155.93    | 19.4925          | 29.2375   | 1.1883   | 34        | 1600- 1650  | 237       | 14.6375         | 1.2845           |
| 156.11    | 19.5150          | 29.2725   | 1.1901   | 35        | 1650- 1700  | 238       | 14.6600         | 1.2863           |
| 156.29    | 19.5375          | 29.3050   | 1.1919   | 36        | 1700- 1750  | 239       | 14.6825         | 1.2881           |
| 156.47    | 19.5600          | 29.3400   | 1.1937   | 37        | 1750- 1800  | 241       | 14.7050         | 1.2899           |
| 156.65    | 19.5825          | 29.3725   | 1.1955   | 38        | 1800- 1850  | 242       | 14.7275         | 1.2917           |
| 156.83    | 19.6050          | 29.4075   | 1.1973   | 39        | 1850- 1900  | 243       | 14.7500         | 1.2935           |
| 157.01    | 19.6275          | 29.4400   | 1.1991   | 43        | 1900- 1 950 | 244       | 14.7725         | 1.2953           |
| 157.19    | 19.6500          | 29.4750   | 1.2009   | 44        | 1950- 2000  | 245       | 14.7950         | 1.2971           |
| 157.37    | 19.6725          | 29.5075   | 1.2027   | 45        | 2000- 2050  | 246       | 14.8175         | 1.2989           |
| 157.55    | 19.6950          | 29.5425   | 1.2045   | 46        | 2050- 2100  | 247       | 14.8400         | 1.3007           |
| 157.73    | 19.7175          | 29.5750   | 1.2063   | 47        | 2100- 2150  | 248       | 14.8625         | 1.3025           |
| 157.91    | 19.7400          | 29.6100   | 1.2081   | 48        | 2150- 2200  | 249       | 14.8850         | 1.3043           |
| 158.09    | 19.7625          | 29.6425   | 1.2099   | 49        | 2200- 2250  | 250       | 14.9075         | 1.3061           |
| 158.27    | 19.7850          | 29.6775   | 1.2117   | 66        | 2250- 2300  | 251       | 14.9300         | 1.3079           |
| 158.45    | 19.8075          | 29.7100   | 1.2135   | 67        | 2300- 2350  | 252       | 14.9525         | 1.3097           |
| 158.63    | 19.8300          | 29.7450   | 1.2153   | 68        | 2350- 2400  | 253       | 14.9750         | 1.3115           |
| 158.81    | 19.8525          | 29.7775   | 1.2171   | 69        | 2400- 2450  | 254       | 14.9975         | 1.3133           |
| 158.99    | 19.8750          | 29.8125   | 1.2189   | 71        | 2450- 2500  | 255       | 15.0200         | 1.3151           |
| 159.17    | 19.8975          | 29.8450   | 1.2207   | 72        | 2500- 2550  | 256       | 15.0425         | 1.3169           |
| 159.35    | 19.9200          | 29.8800   | 1.2225   | 73        | 2550- 2600  | 257       | 15.0650         | 1.3187           |

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % Inc to O/M)

ENGINEER WITH A FIREMAN - FIVE DAY YARD SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | RATE CODE | TOTAL W/D  | RATE CODE | FROZEN PRORATA | *O/M RATE |
|-----------|------------------|-----------|-----------|------------|-----------|----------------|-----------|
| 153.69    | 19.2125          | 28.8175   | 6         | 200 -250   | 457       | 14.1400        | 1.1536    |
| 153.69    | 19.2125          | 28.8175   | 7         | 250 -300   | 457       | 14.1400        | 1.1536    |
| 153.69    | 19.2125          | 28.8175   | 8         | 300 -350   | 457       | 14.1400        | 1.1536    |
| 153.69    | 19.2125          | 28.8175   | 9         | 350 -400   | 457       | 14.1400        | 1.1536    |
| 153.69    | 19.2125          | 28.8175   | 10        | 400 -450   | 457       | 14.1400        | 1.1536    |
| 153.69    | 19.2125          | 28.8175   | 11        | 450 -500   | 457       | 14.1400        | 1.1536    |
| 153.94    | 19.2425          | 28.8650   | 12        | 500 -550   | 458       | 14.1725        | 1.1561    |
| 154.16    | 19.2700          | 28.9050   | 13        | 550 -600   | 459       | 14.2000        | 1.1583    |
| 154.37    | 19.2975          | 28.9450   | 14        | 600 -650   | 460       | 14.2250        | 1.1604    |
| 154.59    | 19.3250          | 28.9875   | 15        | 650 -700   | 461       | 14.2525        | 1.1626    |
| 154.81    | 19.3525          | 29.0275   | 16        | 700 -750   | 462       | 14.2800        | 1.1648    |
| 155.02    | 19.3775          | 29.0675   | 17        | 750 -800   | 463       | 14.3075        | 1.1669    |
| 155.24    | 19.4050          | 29.1075   | 18        | 800 -850   | 464       | 14.3350        | 1.1691    |
| 155.45    | 19.4325          | 29.1475   | 19        | 850 -900   | 465       | 14.3600        | 1.1712    |
| 155.67    | 19.4600          | 29.1900   | 20        | 900 -950   | 466       | 14.3875        | 1.1734    |
| 155.89    | 19.4875          | 29.2300   | 21        | 950- 1000  | 467       | 14.4150        | 1.1756    |
| 156.11    | 19.5150          | 29.2725   | 22        | 1000- 1050 | 468       | 14.4425        | 1.1778    |
| 156.32    | 19.5400          | 29.3100   | 23        | 1050- 1100 | 469       | 14.4700        | 1.1799    |
| 156.54    | 19.5675          | 29.3525   | 24        | 1100- 1150 | 470       | 14.4975        | 1.1821    |
| 156.75    | 19.5950          | 29.3925   | 25        | 1150- 1200 | 471       | 14.5225        | 1.1842    |
| 156.97    | 19.6225          | 29.4325   | 26        | 1200. 1250 | 472       | 14.5500        | 1.1864    |
| 157.18    | 19.6475          | 29.4725   | 27        | 1250- 1300 | 473       | 14.5775        | 1.1885    |
| 157.40    | 19.6750          | 29.5125   | 28        | 1300- 1350 | 474       | 14.6050        | 1.1907    |
| 157.61    | 19.7025          | 29.5525   | 29        | 1350- 1400 | 475       | 14.6300        | 1.1928    |
| 157.83    | 19.7300          | 29.5950   | 30        | 1400- 1450 | 476       | 14.6575        | 1.1950    |
| 158.04    | 19.7550          | 29.6325   | 31        | 1450- 1500 | 477       | 14.6850        | 1.1971    |
| 158.26    | 19.7825          | 29.6750   | 32        | 1500- 1550 | 478       | 14.7125        | 1.1993    |
| 158.47    | 19.8100          | 29.7150   | 33        | 1550- 1600 | 479       | 14.7375        | 1.2014    |
| 158.69    | 19.8375          | 29.7550   | 34        | 1600- 1650 | 480       | 14.7650        | 1.2036    |
| 158.90    | 19.8625          | 29.7950   | 35        | 1650- 1700 | 481       | 14.7925        | 1.2057    |
| 159.12    | 19.8900          | 29.8350   | 36        | 1700- 1750 | 482       | 14.8200        | 1.2079    |
| 159.33    | 19.9175          | 29.8750   | 37        | 1750- 1800 | 483       | 14.8450        | 1.2100    |
| 159.55    | 19.9450          | 29.9175   | 38        | 1800- 1850 | 484       | 14.8725        | 1.2122    |
| 159.76    | 19.9700          | 29.9550   | 39        | 1850- 1900 | 485       | 14.9000        | 1.2143    |
| 159.98    | 19.9975          | 29.9975   | 43        | 1900- 1950 | 486       | 14.9275        | 1.2165    |
| 160.19    | 20.0250          | 30.0375   | 44        | 1950- 2000 | 487       | 14.9525        | 1.2186    |
| 160.41    | 20.0525          | 30.0775   | 45        | 2000- 2050 | 488       | 14.9800        | 1.2208    |
| 160.62    | 20.0775          | 30.1175   | 46        | 2050- 2100 | 489       | 15.0075        | 1.2229    |
| 160.84    | 20.1050          | 30.1575   | 47        | 2100- 2150 | 490       | 15.0350        | 1.2251    |
| 161.05    | 20.1325          | 30.1975   | 48        | 2150- 2200 | 491       | 15.0600        | 1.2272    |
| 161.27    | 20.1600          | 30.2400   | 49        | 2200- 2250 | 492       | 15.0875        | 1.2294    |
| 161.48    | 20.1850          | 30.2775   | 66        | 2250- 2300 | 493       | 15.1150        | 1.2315    |
| 161.70    | 20.2125          | 30.3200   | 67        | 2300- 2350 | 494       | 15.1425        | 1.2337    |
| 161.91    | 20.2400          | 30.3600   | 68        | 2350. 2400 | 495       | 15.1675        | 1.2358    |
| 162.13    | 20.2675          | 30.4000   | 69        | 2400- 2450 | 496       | 15.1950        | 1.2380    |
| 162.34    | 20.2925          | 30.4400   | 71        | 2450- 2500 | 497       | 15.2225        | 1.2401    |
| 162.56    | 20.3200          | 30.4800   | 72        | 2500- 2550 | 498       | 15.2500        | 1.2423    |

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % Inc to O/M)

ENGINEER WITHOUT A FIREMAN - FIVE DAY YARD SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | RATE CODE | TOTAL W/D     | RATE CODE | FROZEN PRORATA | *O/M RATE |
|-----------|------------------|-----------|-----------|---------------|-----------|----------------|-----------|
| 159.69    | 19.9625          | 28.9425   | 6         | 200 -250      | 457       | 14.6400        | 1.2136    |
| 159.69    | 19.9625          | 29.9425   | 7         | 250 -300      | 457       | 14.6400        | 1.2136    |
| 300       | -350             | 457       | 14.6400   | 1.2136 159.69 | 19.9625   | 29.9425        | 9         |
| 1.2136    | 159.69           | 19.9625   | 29.9425   | 10 400        | -450      | 457            | 14.6400   |
| 11        | 450              | -500      | 457       | 14.6400       | 1.2136    | 159.94         | 19.9925   |
| 458       | 14.6725          | 1.2161    | 160.16    | 20.0200       | 30.0300   | 13             | 550       |
| 160.37    | 20.0475          | 30.0700   | 14        | 600 -650      | 460       | 14.7250        | 1.2204    |
| 650       | -700             | 461       | 14.7525   | 1.2226 160.81 | 20.1025   | 30.1525        | 16        |
| 1.2248    | 161.02           | 20.1275   | 30.1925   | 17 750        | -800      | 463            | 14.8075   |
| 18        | 800              | -850      | 464       | 14.8350       | 1.2291    | 161.45         | 20.1825   |
| 465       | 14.8600          | 1.2312    | 161.67    | 20.2100       | 30.3150   | 20             | 900       |
| 161.89    | 20.2375          | 30.3550   | 21        | 950- 1000     | 467       | 14.9150        | 1.2356    |
| 1000-     | 1050             | 468       | 14.9425   | 1.2378 162.32 | 20.2900   | 30.4350        | 23        |
| 1.2399    | 162.54           | 20.3175   | 30.4775   | 24 1100-      | 1150      | 470            | 14.9975   |
| 25        | 1150-            | 1200      | 471       | 15.0225       | 1.2442    | 162.97         | 20.3725   |
| 472       | 15.0500          | 1.2464    | 163.18    | 20.3975       | 30.5975   | 27             | 1250-     |
| 163.40    | 20.4250          | 30.6375   | 28        | 1300- 1350    | 474       | 15.1050        | 1.2507    |
| 1350-     | 1400             | 475       | 15.1300   | 1.2525 163.83 | 20.4800   | 30.7200        | 30        |
| 1.2550    | 164.04           | 20.5050   | 30.7575   | 31 1450-      | 1500      | 477            | 15.1850   |
| 32        | 1500-            | 1550      | 478       | 15.2125       | 1.2593    | 164.47         | 20.5600   |
| 479       | 15.2375          | 1.2614    | 164.69    | 20.5875       | 30.8800   | 34             | 1600-     |
| 164.90    | 20.6125          | 30.9200   | 35        | 1650- 1700    | 481       | 15.2925        | 1.2657    |
| 1700-     | 1750             | 482       | 15.3200   | 1.2679        |           |                |           |
| 165.33    | 20.6675          | 31.0000   | 37        | 1750- 1800    | 483       | 15.3450        | 1.2700    |
| 165.55    | 20.6950          | 31.0425   | 38        | 1800- 1850    | 484       | 15.3725        | 1.2722    |
| 165.76    | 20.7200          | 31.0800   | 39        | 1850- 1900    | 485       | 15.4000        | 1.2743    |
| 165.98    | 20.7475          | 31.1225   | 43        | 1900- 1950    | 486       | 15.4275        | 1.2765    |
| 166.19    | 20.7750          | 31.1625   | 44        | 1950- 2000    | 487       | 15.4525        | 1.2786    |
| 166.41    | 20.8025          | 31.2025   | 45        | 2000- 2050    | 488       | 15.4800        | 1.2808    |
| 166.62    | 20.8275          | 31.2425   | 46        | 2050- 2100    | 489       | 15.5075        | 1.2829    |
| 166.64    | 20.8550          | 31.2825   | 47        | 2100- 2150    | 490       | 15.5350        | 1.2851    |
| 167.05    | 20.8825          | 31.3225   | 48        | 2150- 2200    | 491       | 15.5600        | 1.2872    |
| 167.27    | 20.9100          | 31.3650   | 49        | 2200- 2250    | 492       | 15.5875        | 1.2894    |
| 167.48    | 20.9350          | 31.4025   | 66        | 2250- 2300    | 493       | 15.6150        | 1.2915    |
| 167.70    | 20.9625          | 31.4450   | 67        | 2300- 2350    | 494       | 15.6425        | 1.2937    |
| 167.91    | 20.9900          | 31.4850   | 68        | 2350- 2400    | 495       | 15.6675        | 1.2958    |
| 168.13    | 21.0175          | 31.5250   | 69        | 2400- 2450    | 496       | 15.6950        | 1.2980    |
| 168.34    | 21.0425          | 31.5650   | 71        | 2450- 2500    | 497       | 15.7225        | 1.3001    |
| 168.56    | 21.0700          | 31.6050   | 72        | 2500- 2550    | 498       | 15.7500        | 1.3023    |
| 168.77    | 21.0975          | 31.6450   | 73        | 2550- 2600    | 499       | 15.7750        | 1.3044    |



BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)  
(10.5 % Inc to O/M)

ENGINEER WITHOUT A FIREMAN - SIX AND SEVEN DAY YARD SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | RATE CODE | TOTAL W/D  | RATE CODE | FROZEN PRORATA | *O/M RATE |
|-----------|------------------|-----------|-----------|------------|-----------|----------------|-----------|
| 148.63    | 18.5800          | 27.8700   | 11        | 450 -500   | 414       | 13.6175        | 1.1232    |
| 148.84    | 18.6050          | 27.9075   | 12        | 500 -550   | 415       | 13.6450        | 1.1253    |
| 149.02    | 18.6275          | 27.9425   | 13        | 550 -600   | 416       | 13.6675        | 1.1271    |
| 149.20    | 18.6500          | 27.9750   | 14        | 600 -650   | 417       | 13.6900        | 1.1289    |
| 149.38    | 18.6725          | 28.0100   | 15        | 650 -700   | 418       | 13.7125        | 1.1307    |
| 149.56    | 18.6950          | 28.0425   | 16        | 700 -750   | 419       | 13.7350        | 1.1325    |
| 149.74    | 18.7175          | 28.0775   | 17        | 750 -800   | 420       | 13.7575        | 1.1343    |
| 149.92    | 18.7400          | 28.1100   | 18        | 800 -850   | 421       | 13.7800        | 1.1361    |
| 150.10    | 18.7625          | 28.1450   | 19        | 850 -900   | 422       | 13.8025        | 1.1379    |
| 150.28    | 18.7850          | 28.1775   | 20        | 900 -950   | 423       | 13.8250        | 1.1397    |
| 150.46    | 18.8075          | 28.2125   | 21        | 950- 1000  | 424       | 13.8475        | 1.1415    |
| 150.64    | 18.8300          | 28.2450   | 22        | 1000- 1050 | 425       | 13.8700        | 1.1433    |
| 150.82    | 18.8525          | 28.2800   | 23        | 1050- 1100 | 426       | 13.8925        | 1.1451    |
| 151.00    | 18.8750          | 28.3125   | 24        | 1100- 1150 | 427       | 13.9150        | 1.1469    |
| 151.18    | 18.8975          | 28.3475   | 25        | 1150- 1200 | 428       | 13.9375        | 1.1487    |
| 151.36    | 18.9200          | 28.3800   | 26        | 1200- 1250 | 429       | 13.9600        | 1.1505    |
| 151.54    | 18.9425          | 28.4150   | 27        | 1250- 1300 | 430       | 13.9825        | 1.1523    |
| 151.72    | 18.9650          | 28.4475   | 28        | 1300- 1350 | 431       | 14.0050        | 1.1541    |
| 151.90    | 18.9875          | 28.4825   | 29        | 1350- 1400 | 432       | 14.0275        | 1.1559    |
| 152.08    | 19.0100          | 28.5150   | 30        | 1400- 1450 | 433       | 14.0500        | 1.1577    |
| 152.26    | 19.0325          | 28.5500   | 31        | 1450- 1500 | 434       | 14.0725        | 1.1595    |
| 152.44    | 19.0550          | 28.5825   | 32        | 1500- 1550 | 435       | 14.0950        | 1.1613    |
| 152.62    | 19.0775          | 28.6175   | 33        | 1550- 1600 | 436       | 14.1175        | 1.1631    |
| 152.80    | 19.1000          | 28.6500   | 34        | 1600- 1650 | 437       | 14.1400        | 1.1649    |
| 152.98    | 19.1225          | 28.6850   | 35        | 1650- 1700 | 438       | 14.1625        | 1.1667    |
| 153.16    | 19.1450          | 28.7175   | 36        | 1700- 1750 | 439       | 14.1850        | 1.1685    |
| 153.34    | 19.1675          | 28.7525   | 37        | 1750- 1800 | 441       | 14.2075        | 1.1703    |
| 153.52    | 19.1900          | 28.7850   | 38        | 1800- 1850 | 442       | 14.2300        | 1.1721    |
| 153.70    | 19.2125          | 28.8200   | 39        | 1850- 1900 | 443       | 14.2525        | 1.1739    |
| 153.88    | 19.2350          | 28.8525   | 43        | 1900- 1950 | 444       | 14.2750        | 1.1757    |
| 154.06    | 19.2575          | 28.8875   | 44        | 1950- 2000 | 445       | 14.2975        | 1.1775    |
| 154.24    | 19.2800          | 28.9200   | 45        | 2000- 2050 | 446       | 14.3200        | 1.1793    |
| 154.42    | 19.3025          | 28.9550   | 46        | 2050- 2100 | 447       | 14.3425        | 1.1811    |
| 154.60    | 19.3250          | 28.9875   | 47        | 2100- 2150 | 448       | 14.3650        | 1.1829    |
| 154.78    | 19.3475          | 29.0225   | 48        | 2150- 2200 | 449       | 14.3875        | 1.1847    |
| 154.96    | 19.3700          | 29.0550   | 49        | 2200- 2250 | 450       | 14.4100        | 1.1865    |
| 155.14    | 19.3925          | 29.0900   | 66        | 2250- 2300 | 451       | 14.4325        | 1.1883    |
| 155.32    | 19.4150          | 29.1225   | 67        | 2300- 2350 | 452       | 14.4550        | 1.1901    |
| 155.50    | 19.4375          | 29.1575   | 68        | 2350- 2400 | 453       | 14.4775        | 1.1919    |
| 155.68    | 19.4600          | 29.1900   | 69        | 2400- 2450 | 454       | 14.5000        | 1.1937    |
| 155.86    | 19.4825          | 29.2250   | 71        | 2450- 2500 | 455       | 14.5225        | 1.1955    |
| 156.04    | 19.5050          | 29.2575   | 72        | 2500- 2550 | 456       | 14.5450        | 1.1973    |
| 156.22    | 19.5275          | 29.2925   | 73        | 2550- 2600 | 457       | 14.5675        | 1.1991    |
| 156.40    | 19.5500          | 29.3250   | 74        | 2600- 2650 | 458       | 14.5900        | 1.2009    |
| 156.58    | 19.5725          | 29.3600   | 75        | 2650- 2700 | 459       | 14.6125        | 1.2027    |
| 156.76    | 19.5950          | 29.3925   | 76        | 2700- 2750 | 460       | 14.6350        | 1.2045    |

BLE RATES OF PAY  
EFFECTIVE (TEST - 1996)

ENGINEER WITH A FIREMAN - SIX AND SEVEN DAY YARD SERVICE

| BASIC  | CURRENT | OVER-   | RATE |            | RATE | FROZEN   |
|--------|---------|---------|------|------------|------|----------|
| DAY    | PRORATA | TIME    | CODE | TOTAL W/D  | CODE | PRO RATA |
| 142.63 | 17.8300 | 26.7450 | 11   | 450 -500   | 414  | 13.1175  |
| 142.84 | 17.8550 | 26.7825 | 12   | 500 -550   | 415  | 13.1450  |
| 143.02 | 17.8775 | 26.8175 | 13   | 550 -600   | 416  | 13.1675  |
| 143.20 | 17.9000 | 26.8500 | 14   | 600 -650   | 417  | 13.1900  |
| 143.38 | 17.9225 | 26.8850 | 15   | 650 -700   | 418  | 13.2125  |
| 143.56 | 17.9450 | 26.9175 | 16   | 700 -750   | 419  | 13.2350  |
| 143.74 | 17.9675 | 26.9525 | 17   | 750 -800   | 420  | 13.2575  |
| 143.92 | 17.9900 | 26.9850 | 18   | 800 -850   | 421  | 13.2800  |
| 144.10 | 18.0125 | 27.0200 | 19   | 850 -900   | 422  | 13.3025  |
| 144.28 | 18.0350 | 27.0525 | 20   | 900 -950   | 423  | 13.3250  |
| 144.46 | 18.0575 | 27.0875 | 21   | 950- 1000  | 424  | 13.3475  |
| 144.64 | 18.0800 | 27.1200 | 22   | 1000- 1050 | 425  | 13.3700  |
| 144.82 | 18.1025 | 27.1550 | 23   | 1050- 1100 | 426  | 13.3925  |
| 145.00 | 18.1250 | 27.1875 | 24   | 1100- 1150 | 427  | 13.4150  |
| 145.18 | 18.1475 | 27.2225 | 25   | 1150- 1200 | 428  | 13.4375  |
| 145.36 | 18.1700 | 27.2550 | 26   | 1200- 1250 | 429  | 13.4600  |
| 145.54 | 18.1925 | 27.2900 | 27   | 1250- 1300 | 430  | 13.4825  |
| 145.72 | 18.2150 | 27.3225 | 28   | 1300- 1350 | 431  | 13.5050  |
| 145.90 | 18.2375 | 27.3575 | 29   | 1350. 1400 | 432  | 13.5275  |
| 146.08 | 18.2600 | 27.3900 | 30   | 1400- 1450 | 433  | 13.5500  |
| 146.26 | 18.2825 | 27.4250 | 31   | 1450- 1500 | 434  | 13.5725  |
| 146.44 | 18.3050 | 27.4575 | 32   | 1500- 1550 | 435  | 13.5950  |
| 146.62 | 18.3275 | 27.4925 | 33   | 1550- 1600 | 436  | 13.6175  |
| 146.80 | 18.3500 | 27.5250 | 34   | 1600- 1650 | 437  | 13.6400  |
| 146.98 | 18.3725 | 27.5600 | 35   | 1650- 1700 | 438  | 13.6625  |

|        |         |         |    |       |      |     |         |
|--------|---------|---------|----|-------|------|-----|---------|
| 147.16 | 18.3950 | 27.5925 | 36 | 1700- | 1750 | 439 | 13.6850 |
| 147.34 | 18.4175 | 27.6275 | 37 | 1750- | 1800 | 441 | 13.7075 |
| 147.52 | 18.4400 | 27.6600 | 38 | 1800- | 1850 | 442 | 13.7300 |
| 147.70 | 18.4625 | 27.6950 | 39 | 1850- | 1900 | 443 | 13.7525 |
| 147.88 | 18.4850 | 27.7275 | 43 | 1900- | 1950 | 444 | 13.7750 |
| 148.06 | 18.5075 | 27.7625 | 44 | 1950- | 2000 | 445 | 13.7975 |
| 148.24 | 18.5300 | 27.7950 | 45 | 2000- | 2050 | 446 | 13.8200 |
| 148.42 | 18.5525 | 27.8300 | 46 | 2050. | 2100 | 447 | 13.8425 |
| 148.60 | 18.5750 | 27.8625 | 47 | 2100- | 2150 | 448 | 13.8650 |
| 148.78 | 18.5975 | 27.8975 | 48 | 2150- | 2200 | 449 | 13.8875 |
| 148.96 | 18.6200 | 27.9300 | 49 | 2200- | 2250 | 450 | 13.9100 |
| 149.14 | 18.6425 | 27.9650 | 66 | 2250- | 2300 | 451 | 13.9325 |
| 149.32 | 18.6650 | 27.9975 | 67 | 2300- | 2350 | 452 | 13.9550 |
| 149.50 | 18.6875 | 28.0325 | 68 | 2350- | 2400 | 453 | 13.9775 |
| 149.68 | 18.7100 | 28.0650 | 69 | 2400- | 2450 | 454 | 14.0000 |
| 149.86 | 18.7325 | 28.1000 | 71 | 2450- | 2500 | 455 | 14.0225 |
| 150.04 | 18.7550 | 28.1325 | 72 | 2500- | 2550 | 456 | 14.0450 |
| 150.22 | 18.7775 | 28.1675 | 73 | 2550- | 2600 | 457 | 14.0675 |
| 150.40 | 18.8000 | 28.2000 | 74 | 2600- | 2650 | 458 | 14.0900 |

SOUTHERN AND AFFILIATES

BLE RATES OF PAY

EFFECTIVE (TEST - 1996)

(10.5 % inc to O/M)

ENGINEER WITH A FIREMAN IN ROAD SWITCHER SERVICE

| BASIC  | CURRENT  | OVER-   |        |            | O/M  | RATE    | FROZEN |
|--------|----------|---------|--------|------------|------|---------|--------|
| DAY    | PRO RATA | TIME    | RATE   | TOTAL W/D  | CODE | PRORATA |        |
| 151.48 | 18.9350  | 28.4025 | 1.1255 | 200 -250   | 809  | 13.8450 |        |
| 151.63 | 18.9550  | 28.4325 | 1.1270 | 250 -300   | 810  | 13.8650 |        |
| 151.78 | 18.9725  | 28.4600 | 1.1285 | 300 -350   | 811  | 13.8825 |        |
| 151.99 | 19.0000  | 28.5000 | 1.1306 | 350 -400   | 812  | 13.9100 |        |
| 152.20 | 19.0250  | 28.5375 | 1.1327 | 400 -450   | 813  | 13.9350 |        |
| 152.41 | 19.0525  | 28.5775 | 1.1348 | 450 -500   | 814  | 13.9625 |        |
| 152.62 | 19.0775  | 28.6175 | 1.1369 | 500 -550   | 815  | 13.9875 |        |
| 152.80 | 19.1000  | 28.6500 | 1.1387 | 550 -600   | 816  | 14.0100 |        |
| 152.98 | 19.1225  | 28.6850 | 1.1405 | 600 -650   | 817  | 14.0325 |        |
| 153.16 | 19.1450  | 28.7175 | 1.1423 | 650 -700   | 818  | 14.0550 |        |
| 153.34 | 19.1675  | 28.7525 | 1.1441 | 700 -750   | 819  | 14.0775 |        |
| 153.52 | 19.1900  | 28.7850 | 1.1459 | 750 -800   | 820  | 14.1000 |        |
| 153.70 | 19.2125  | 28.8200 | 1.1477 | 800 -850   | 821  | 14.1225 |        |
| 153.88 | 19.2350  | 28.8525 | 1.1495 | 850 -900   | 822  | 14.1450 |        |
| 154.06 | 19.2575  | 28.8875 | 1.1513 | 900 -950   | 823  | 14.1675 |        |
| 154.24 | 19.2800  | 28.9200 | 1.1531 | 950- 1000  | 824  | 14.1900 |        |
| 154.42 | 19.3025  | 28.9550 | 1.1549 | 1000- 1050 | 825  | 14.2125 |        |
| 154.60 | 19.3250  | 28.9875 | 1.1567 | 1050- 1100 | 826  | 14.2350 |        |
| 154.78 | 19.3475  | 29.0225 | 1.1585 | 1100- 1150 | 827  | 14.2575 |        |
| 154.96 | 19.3700  | 29.0550 | 1.1603 | 1150- 1200 | 828  | 14.2800 |        |
| 155.14 | 19.3925  | 29.0900 | 1.1621 | 1200- 1250 | 829  | 14.3025 |        |

|        |         |         |        |            |     |         |
|--------|---------|---------|--------|------------|-----|---------|
| 155.32 | 19.4150 | 29.1225 | 1.1639 | 1250- 1300 | 830 | 14.3250 |
| 155.50 | 19.4375 | 29.1575 | 1.1657 | 1300- 1350 | 831 | 14.3475 |
| 155.68 | 19.4600 | 29.1900 | 1.1675 | 1350- 1400 | 832 | 14.3700 |
| 155.86 | 19.4825 | 29.2250 | 1.1693 | 1400- 1450 | 833 | 14.3925 |
| 156.04 | 19.5050 | 29.2575 | 1.1711 | 1450- 1500 | 834 | 14.4150 |
| 156.22 | 19.5275 | 29.2925 | 1.1729 | 1500- 1550 | 835 | 14.4375 |
| 156.40 | 19.5500 | 29.3250 | 1.1747 | 1550- 1600 | 836 | 14.4600 |
| 156.58 | 19.5725 | 29.3600 | 1.1765 | 1600- 1650 | 837 | 14.4825 |
| 156.76 | 19.5950 | 29.3925 | 1.1783 | 1650- 1700 | 838 | 14.5050 |
| 156.94 | 19.6175 | 29.4275 | 1.1801 | 1700- 1750 | 839 | 14.5275 |
| 157.12 | 19.6400 | 29.4600 | 1.1819 | 1750- 1800 | 841 | 14.5500 |
| 157.30 | 19.6625 | 29.4950 | 1.1837 | 1800- 1850 | 842 | 14.5725 |
| 157.48 | 19.6850 | 29.5275 | 1.1855 | 1850- 1900 | 843 | 14.5950 |
| 157.66 | 19.7075 | 29.5625 | 1.1873 | 1900- 1950 | 844 | 14.6175 |
| 157.84 | 19.7300 | 29.5950 | 1.1891 | 1950- 2000 | 845 | 14.6400 |
| 158.02 | 19.7525 | 29.6300 | 1.1909 | 2000- 2050 | 846 | 14.6625 |
| 158.20 | 19.7750 | 29.6625 | 1.1927 | 2050- 2100 | 847 | 14.6850 |
| 158.38 | 19.7975 | 29.6975 | 1.1945 | 2100- 2150 | 848 | 14.7075 |
| 158.56 | 19.8200 | 29.7300 | 1.1963 | 2150- 2200 | 849 | 14.7300 |
| 158.74 | 19.8425 | 29.7650 | 1.1981 | 2200- 2250 | 850 | 14.7525 |
| 158.92 | 19.8650 | 29.7975 | 1.1999 | 2250- 2300 | 851 | 14.7750 |
| 159.10 | 19.8875 | 29.8325 | 1.2017 | 2300- 2350 | 852 | 14.7975 |
| 159.28 | 19.9100 | 29.8650 | 1.2035 | 2350- 2400 | 853 | 14.8200 |
| 159.46 | 19.9325 | 29.9000 | 1.2053 | 2400- 2450 | 854 | 14.8425 |
| 159.64 | 19.9550 | 29.9325 | 1.2071 | 2450- 2500 | 855 | 14.8650 |
| 159.82 | 19.9775 | 29.9675 | 1.2089 | 2500- 2550 | 856 | 14.8875 |

SOUTHERN AND AFFILIATES

BLE RATES OF PAY

EFFECTIVE (TEST- 1996)

(10.5% Inc to O/M)

ENGINEER WITHOUT A FIREMAN IN ROAD SWITCHER SERVICE

| BASIC DAY | CURRENT PRO RATA | OVER-TIME | RATE    | TOTAL W/D   | O/M CODE | RATE PRORATA | FROZEN                            |
|-----------|------------------|-----------|---------|-------------|----------|--------------|-----------------------------------|
| 157.48    | 19.6850          | 29.5275   | 1.1855  | 200 -250    | 809      | 14.5950      | 157.63 19.7050 29.5575 1.1870 250 |
| -300      | 810              | 14.6150   | 157.78  | 19.7225     | 29.5850  | 1.1885       | 300 -350 811 14.6325 157.99       |
| 19.7500   | 29.6250          | 1.1906    | 350     | -400 812    | 14.6700  | 158.20       | 19.7750 29.6625 1.1927 400 -450   |
| 813       | 14.6850          | 158.41    | 19.8025 | 29.7025     | 1.1948   | 158.450      | -500 814 14.7125 158.62 19.8275   |
| 29.7425   | 1.1969           | 500       | -550    | 815 14.7375 | 158.80   | 19.8500      | 29.7750 1.1987 550 -600 816       |
| 14.7600   | 158.98           | 19.8725   | 29.8100 | 1.2005      | 600      | -650         | 817 14.7725                       |
| 159.16    | 19.8950          | 29.8425   | 1.2023  | 650 -700    | 818      | 14.8050      |                                   |
| 159.34    | 19.9175          | 29.8775   | 1.2041  | 700 -750    | 819      | 14.8275      |                                   |
| 159.52    | 19.9400          | 29.9100   | 1.2059  | 750 -800    | 820      | 14.8500      |                                   |
| 159.70    | 19.9625          | 29.9450   | 1.2077  | 800 -850    | 821      | 14.8725      |                                   |
| 159.88    | 19.9850          | 29.9775   | 1.2095  | 850 -900    | 822      | 14.8950      |                                   |
| 160.06    | 20.0075          | 30.0125   | 1.2113  | 900 -950    | 823      | 14.9175      |                                   |
| 160.24    | 20.0300          | 30.0450   | 1.2131  | 950- 1000   | 824      | 14.9400      |                                   |
| 160.42    | 20.0525          | 30.0800   | 1.2149  | 1000- 1050  | 825      | 14.9625      |                                   |
| 160.60    | 20.0750          | 30.1125   | 1.2167  | 1050- 1100  | 826      | 14.9850      |                                   |
| 160.78    | 20.0975          | 30.1475   | 1.2185  | 1100- 1150  | 827      | 15.0075      |                                   |
| 160.96    | 20.1200          | 30.1800   | 1.2203  | 1150- 1200  | 828      | 15.0300      |                                   |
| 161.14    | 20.1425          | 30.2150   | 1.2221  | 1200- 1250  | 829      | 15.0525      |                                   |
| 161.32    | 20.1650          | 30.2475   | 1.2239  | 1250- 1300  | 830      | 15.0750      |                                   |
| 161.50    | 20.1875          | 30.2825   | 1.2257  | 1300- 1350  | 831      | 15.0975      |                                   |
| 161.68    | 20.2100          | 30.3150   | 1.2275  | 1350- 1400  | 832      | 15.1200      |                                   |
| 161.86    | 20.2325          | 30.3500   | 1.2293  | 1400- 1450  | 833      | 15.1425      |                                   |
| 162.04    | 20.2550          | 30.3825   | 1.2311  | 1450- 1500  | 834      | 15.1650      |                                   |
| 162.22    | 20.2775          | 30.4175   | 1.2329  | 1500- 1550  | 835      | 15.1875      |                                   |
| 162.40    | 20.3000          | 30.4500   | 1.2347  | 1550- 1600  | 836      | 15.2100      |                                   |
| 162.58    | 20.3225          | 30.4850   | 1.2365  | 1600- 1650  | 837      | 15.2325      |                                   |
| 162.76    | 20.3450          | 30.5175   | 1.2383  | 1650- 1700  | 838      | 15.2550      |                                   |
| 162.94    | 20.3675          | 30.5525   | 1.2401  | 1700- 1750  | 839      | 15.2775      |                                   |
| 163.12    | 20.3900          | 30.5850   | 1.2419  | 1750- 1800  | 841      | 15.3000      |                                   |
| 163.30    | 20.4125          | 30.6200   | 1.2437  | 1800- 1850  | 842      | 15.3225      |                                   |
| 163.48    | 20.4350          | 30.6525   | 1.2455  | 1850- 1900  | 843      | 15.3450      |                                   |
| 163.66    | 20.4575          | 30.6875   | 1.2473  | 1900- 1950  | 844      | 15.3675      |                                   |
| 163.84    | 20.4800          | 30.7200   | 1.2491  | 1950- 2000  | 845      | 15.3900      |                                   |
| 164.02    | 20.5025          | 30.7550   | 1.2509  | 2000- 2050  | 846      | 15.4125      |                                   |
| 164.20    | 20.5250          | 30.7875   | 1.2527  | 2050- 2100  | 847      | 15.4350      |                                   |
| 164.38    | 20.5475          | 30.8225   | 1.2545  | 2100- 2150  | 848      | 15.4575      |                                   |
| 164.56    | 20.5700          | 30.8550   | 1.2563  | 2150- 2200  | 849      | 15.4800      |                                   |
| 164.74    | 20.5925          | 30.8900   | 1.2581  | 2200- 2250  | 850      | 15.5025      |                                   |
| 164.92    | 20.6150          | 30.9225   | 1.2599  | 2250- 2300  | 851      | 15.5250      |                                   |
| 165.10    | 20.6375          | 30.9575   | 1.2617  | 2300- 2350  | 852      | 15.5475      |                                   |
| 165.28    | 20.6600          | 30.9900   | 1.2635  | 2350- 2400  | 853      | 15.5700      |                                   |
| 165.46    | 20.6825          | 31.0250   | 1.2653  | 2400- 2450  | 854      | 15.5925      |                                   |
| 165.64    | 20.7050          | 31.0575   | 1.2671  | 2450- 2500  | 855      | 15.6150      |                                   |
| 165.82    | 20.7275          | 31.0925   | 1.2689  | 2500- 2550  | 856      | 15.6375      |                                   |

ARTICLE I - WAGES

Q-1: Does the General Wage Increase provided for in Article I of Side Letter #1 apply to guaranteed extra board payments?

A-1: Yes.

Q-2: Does the December 31, 1999, 4% / 6% COLA apply to overmiles?

A-2: Yes.

Q-3: What is the definition of "foreign-to-occupation": as used In Section 10?

A-3: "Foreign-to-occupation" is defined in Article I, Section 4 of Side Letter #1 to mean "other than on duty".

May 1, 1996

# 2

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen

This confirms our understanding that In the event Articles I and II of Agreement of this date are canceled in accordance with Side Letter 1 and replaced with Articles I and II of Side Letter 1 the following reflects our understanding in regard to Article I -Wages of the Agreement of this date.

Solely for the purpose of concluding this Agreement, the carriers have agreed to apply the general wage increases provided for therein to mileage rates of pay for miles run in excess of the number of miles comprising a basic day (overmiles)

Our agreement to include language providing for such applications shall not be considered as precedent for how such issues should be addressed in the future and is without prejudice to our position that this component of the pay system is inappropriate.



Mr. W. E. Knight et al.

May 1, 1996

Page 2

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#3

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding riding with respect to the Agreement of this date.

The existing differential of \$6 per basic day, currently payable to engineers working without firemen, shall be incorporated into the basic daily rates of pay of engineers working without firemen and will be subject to wage increases subsequent to this agreement. The differential of 6 cents per mile for miles in excess of the number of miles encompassed in the basic day, payable to engineers working without firemen, is incorporated into the overmile rate for engineers working without firemen and will be subject to wage increases subsequent to this agreement. The standard reduced crew allowance payable to engineers working with a reduced train crew and without a fireman under Side Letter 20 of the 1986 BLE National Agreement is only payable to engineers receiving the special allowance under Article V of the 1991 National Implementing Agreement.

Mr. W. E. Knight et al.

May 1, 1996

Page 2

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#4

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, Ohio 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen

This confirms our agreement that the health and welfare offsets will be taken against the 1998 and 1999 Thoroughbred Performance Bonuses in the following manner:

(A) There will be subtracted from each engineer's 1997 bonus a sum equal to the lesser of (x) one-half of the bonus described in Article I of this agreement and (y) two times one-quarter of the amount, if any, by which the carriers' payment rate for 1996 for foreign-to-occupation health benefits under The Railroad Employees National Health and Welfare Plan (Plan) exceeds such payment rate for 1995.

(B) There will be subtracted from each engineer's 1999 bonus a sum equal to the lesser of (x) one-half of the bonus described in Article I of this agreement and (y) one-and-one-half times one-quarter of the amount, if any, by which the carriers' payment rate for 1998 for foreign-to-occupation health benefits under the Plan exceeds such payment rate for 1995.

The carriers' payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve times the payment made by the carriers to the Plan each month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month

Mr. W. E. Knight et al.

May 1, 1996

Page 2

(in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 of the Agreed Upon Implementation of Public Law 102-29 (1991 National Implementing Document)

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#5

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

Section 1

Employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave day(s) on the following basis subject to the limitation contained in Section 2, below:

| <u>Years of Service</u>              | <u>Personal Leave Days</u> |
|--------------------------------------|----------------------------|
| Less than five years                 | 3 days                     |
| Five years and less than 10 years    | 5 days                     |
| Ten years and less than 15 years     | 7 days                     |
| Fifteen years and less than 20 years | 9 days                     |
| Twenty years or more                 | 11 days                    |

Section 2

The number of personal leave days each road freight service engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of road and/or yard seniority rights. Once an engineer has reached the maximum of 11 days under this or any other agreement, he will not be entitled to any additional paid holidays or personal leave day(s) in that calendar year.

If an engineer takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will

increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

### Section 3

Personal leave day(s) may be taken upon 24 hours' advance request to an appropriate Carrier Officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days with less than 24 hours' notice. The engineer will be paid one basic day at the rate of the last service performed for each personal leave day(s). Should the Carrier refuse an engineer's request for Personal day(s), those leave days will be carried over, but must be requested and granted prior to May 1 of the following year. Any personal leave days not taken during the calendar year because of failure of the engineer to make timely request therefor shall not be carried over.

### Section 4

Personal leave day or days will not be scheduled to start on other than a workday of the engineer's position. Personal leave days for extra board engineers and those in pool freight service will begin when they otherwise would have been called. Personal leave days paid for will be counted as qualifying days for vacation Purposes.

### Section 5

Personal leave days will not be scheduled or allowed to start on other than a work day of engineer's position and when personal leave days begin, they will be taken consecutively.

Personal leave days for extra board engineers and those in Pool Freight Service will begin when they otherwise would have been called.

### Section 6

For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine and female genders.

### Section 7

Appended as Attachment "A" are questions and answers concerning this Agreement.

Mr. W. E. Knight et al.

May 1, 1996 {}{}{}

Page 3

Section 8

This Agreement will be effective this date and remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle



## Attachment "A"

### Question and Answer No. 1.

- Q. If an engineer with more than five years and less than ten years of service, who is entitled to five Personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to five personal leave days?
- A. Yes, but he could not get more than eleven Personal leave days and holidays through the combination of the two.

### Question and Answer No. 2.

- Q. In the event the same engineer, who qualified for and who is entitled to five personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?
- A. Four.

### Question and Answer No. 3.

- Q. In the case of a 20-year engineer working the first part of the year on freight trains not covered by holiday pay, and during such time uses all eleven days of his "personal leave," then goes to a road freight run covered by Holiday Pay Rules, or yard service covered by Holiday Pay Rules, what is his eligibility for holiday pay?
- A. He would not be eligible for holiday pay, as he used his maximum eleven days for the year, and no more holiday-pay days would be due; similarly, if he used five days of Personal leave, he would only be eligible for the six holiday-pay opportunities the remainder of the year, i.e., in no event can an engineer accrue more than eleven days' personal leave or holiday pay in combination.

### Question and Answer No. 4.

- Q. If a passenger service engineer, where no holiday pay applies, or a yard service employee, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?
- A. Yes, after the engineer has made one or more trips in freight service.

Question and Answer No. 5.

Q. An engineer has five years of service as of December 28, 1992, has taken no personal leave days prior to that date and is then entitled to five personal leave days, but there are only four days remaining in the year. After taking four Personal leave days, may he then carry the fifth day over into the next year?

A. No.

Question and Answer No. 6.

Q. An engineer who will have five years of service on August 1, 1992, takes three personal leave days prior to that date. Is he entitled to an additional two Personal leave days after August 1, 1992?

A. Yes.

Question and Answer No. 7.

Q. Can an engineer on a combination road/yard extra board take Personal leave days?

A. Yes, but he cannot get more than 11 personal leave/holidays through a combination of the two.

Question and Answer No. 8.

Q. .When personal leave days have begun, how will they be computed?

A. Consecutively on calendar-day basis.

Question and Answer No. 9.

Q. Does this Agreement preclude the payment of time and one-half for service actually performed on a holiday by an engineer who has previously taken a combination of eleven (11) holiday / personal leave days?

A. No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule.

Question and Answer No. 10.

Q. If an engineer carries over personal leave days as provided by Section 3, will such employee be permitted to take his personal leave days even though he is holding, at that time, an assignment covered by the National Paid Holiday Rules?

A. Yes.

May 1, 1996

#6

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to Article III, Section 2 and Article V, Section 1 of the Agreement of this date.

Those provisions shall be applied effective on the first day of the calendar month immediately following the month in which this Agreement is ratified.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#7

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding regarding Article V - Benefits Eligibility of the Agreement of this date.

This will confirm our understanding that eligibility criteria in effect on December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials") . In other words, the changes in eligibility as set forth in Article V, Section 1 are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Mr. W. E. Knight et al.

May 1, 1996

Page 2

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#8

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding regarding Article V - Benefits Eligibility of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who holds positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials") . In other words, the changes in eligibility as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Mr. W. E. Knight et al.

May 1, 1996

Page 2

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#9

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

During the negotiations which led to the Agreement of this date, the parties had numerous discussions about the relationship between time worked and benefits received. The carriers were concerned that certain employees were not making themselves sufficiently available for work, but due to the then current eligibility requirements such employees remained eligible for health and welfare benefits.

As a result of these discussions, the parties agreed to tighten one eligibility requirement from any compensated service in a month to seven calendar days compensated service in a month (the seven-day rule"). However, it was not the intent of the parties to affect employees by this change where such employees have made themselves available for work and would have satisfied the seven-day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven-day rule, or because monthly mileage limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule .

Also where employees return to work from furlough, suspension, dismissal, or disability (including pregnancy), or commence work as new hires, at a time during a month when there is not opportunity to render compensated service on at least seven calendar days



Mr. W. E. Knight et al.

May 1, 1996

Page 2

during that month, such employees will be deemed to have satisfied the seven-day rule, provided that they are available or actually work every available work opportunity.

However, in no case will an employee be deemed eligible for benefits under the new eligibility requirement if such employee would not have been eligible under the old requirements.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#10

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

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Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding regarding Article IX - Enhanced Customer Service of the Agreement of this date.

In recent years the rail freight sector of the transportation market place has taken steps toward a more competitive discipline which, if successful, could point the rail industry toward more growth. The parties to this Agreement are intent on nurturing these improvements. In this respect we mutually recognize that an important reason underlying the recent improvement has been enhanced focus on customer needs and improved service as the framework for working conditions. Increase employee productivity and more immediate responses to customer needs by railroad employees at all levels have been and will continue to be at the very heart of this effort.

In order to continue these recent improvements, the parties intend to respond to customers' needs with even greater efforts. In Article IX, we have developed a framework for achieving our mutual goal of retaining existing customers and attracting new business by providing more efficient and expedient service, including relaxation of work rules specified therein where and to the extent necessary for those purposes. We are also in accord that these undertakings should appropriately recognize the interests of affected employees in fair and equitable working conditions.

Mr. W. E. Knight et al.

May 1, 1996

Page 2

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#11

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This refers to our discussions concerning flowback arrangements between engine and train service Positions in those situations where the BLE represents engineers. Each carrier shall meet with and obtain the concurrence of the BLE representative(s) having jurisdiction over the engineers' seniority roster or rosters involved in any flowback arrangements on such carrier before the flowback arrangements are implemented.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#12

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

P.T. Sorrow  
P.T. Sorrow

May 1, 1996

#13

Mr. W. B. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

Employees will be called in the order they are marked up and available for service. In no case is an employee due compensation if not called due to not being rested under the Hours of Service Law.

Employees runaround during their tour of duty through no fault of their own will be marked up at the opposite terminal, provided they advise appropriate carrier personnel, in the same relative position as they stood at the terminal where their assignment went on duty.

It is not the intent of this understanding to require crews to be run in the same order as called.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

May 1, 1996

#14

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

Independent yard assignments may be required to perform general yard switching without additional compensation. Regular assigned yard assignments will not be annulled as a result of the application of this understanding.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

May 1, 1996

#15

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

Extra board engineers must be available for all engineer assignments protected by the extra board.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace



May 1, 1996

#16

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, Illinois 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms Our understanding with respect to the Agreement of this date.

Upon the service of a notice under Article IX, Section 1, of the 1986 BLE National Agreement of intent to implement interdivisional service, the parties will discuss the details of operating and working conditions of the proposed runs during a period of 30 days following the date of the notice. If they are unable to agree, at the end of the 30-day period, with respect to runs which operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Article IX, Section 4 of the 1986 BLE National Agreement. This trial basis operation will not be applicable to runs which it is anticipated will result in the elimination of an existing home terminal. This understanding does not restrict any of the existing rights of the Carrier and is not applicable to any notice served prior to the date of this agreement.

Mr. W. E. Knight et al.  
May 1, 1996  
Page 2

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

May 1, 1996

#17

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
433 South Street  
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

In consideration of the mutual benefits that can be obtained by both the Carrier and engineers represented by the Brotherhood of Locomotive Engineers, the parties will negotiate agreements that recognize that engineers can be utilized when necessary to fill vacancies on all runs originating from their home terminal.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

May 1, 1996

#18

Mr. W. E. Knight, General Chairman  
Brotherhood of Locomotive Engineers  
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Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

It is understood that employees will be required to participate in the Carrier's Direct Deposit Program for all future payroll payments and any rule, agreement or understanding in conflict therewith is canceled. Engineers will have thirty (30) days from the date of this agreement to provide Payroll with all necessary information needed to begin the program or provide payroll written notification of their refusal to participate.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

May 1, 1996

#19

Mr. W. E. Knight, General Chairman  
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Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

In recognition of the parties' mutual desire to operate the service in a more efficient manner while reducing the time at the away from home terminal, turnaround service may be established between terminals under the terms and conditions of Article IX - Interdivisional Service of the 1986 National Agreement. It is not intended to restrict any of the existing rights of the Carrier by this understanding.

Please acknowledge your agreement by signing your name in the space provided below

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

May 1, 1996

#20

Mr. W. E. Knight, General Chairman  
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Mr. S. D. Speagle, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 4509  
Decatur, IL 62521

Mr. R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
P.O. Box 16039  
Asheville, NC 28816

Gentlemen:

This confirms our understanding with respect to the Agreement of this date

Reference is made to discussion of the Agreement of this date during which it was agreed that the Carrier can utilize work trains in revenue service without penalty.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

R.F. Allen

Robert F. Allen

I agree:

W.E. Knight  
W.E. Knight

Stephen D. Speagle  
S.D. Speagle

R.C. Wallace  
R.C. Wallace

## 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 Lime be counted toward fulfillment of the seven (7) calendar day requirement for benefit eligibility in the succeeding month?

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

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

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

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

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

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

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

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

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

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

A-6: There is no change.

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

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

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

A-8: Under these circumstances, it was not the intent of the parties to disqualify the individual for health care benefits, nor was it the parties intent for the individual to expend vacation days so as to otherwise meet the service requirements.

Q-9: Will 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 # 6, 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 #9.

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

A-13: This is addressed in and will be determined in accordance with the provisions of Side Letter # 9.

Q-14: Is it correct that in the event of an employee and/or dependent(s) losing coverage under this rule, such individual will be eligible to continue coverage in accordance with the COBRA rules?

A-14: Eligibility for COBRA coverage remains unchanged.

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

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

## ARTICLE V - BENEFITS ELIGIBILITY

### Section 2 - Vacation benefits

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

A-1: Yes, if that is the current practice on the individual railroad.

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

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

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

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

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

A-4: No.

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

A-5: No.

Q-5: What procedure should be followed when requesting a single day of vacation?

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

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

A-7: Yes, employees should follow the established procedure for assigning vacation on the property.

Where there is none, the procedures used for scheduling personal leave days should be used.

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

A-8: The new provisions for automatic mark-up apply only when taking vacation in less than one week increments. Otherwise, existing rules and practices continue to apply.

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

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

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

A-10: Yes.

Q-11: Does the term "local officials" as used in Side Letter #8 include division presidents, secretaries / treasurers and legislative representatives who may be required to lose time from their assignments due to union obligations?

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

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

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

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

## ARTICLE VII - ENHANCED EMPLOYMENT OPPORTUNITIES

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

A-1: Yes.

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

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

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

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

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

- (a) Sell his / her existing residence?
- (b) Stay / work a minimum amount of time at the new location?
- (c) Move thirty (30) or more miles from his former residence?

A-4: (a) No.

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

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

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

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

## ARTICLE VIII - RATE PROGRESSION

- Q-1: What rate of pay is applicable to employees who are promoted to engineer but are working as brakemen (helpers) and / or hostler?
- A-1: Once an individual is promoted to 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 Agreement.
- Q-2: An 80% entry rate employee promoting to engineer March 1, 1996, immediately elevates to the 85% entry rate. On his / her July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?
- A-2: No. The employee goes to 90% on July 1, 1997.
- Q-3: An employee is elevated to the next step in the rate progression upon promotion from brakeman to conductor. Does that employee elevate to the next step upon subsequent promotion to engineer?
- A-3: Yes.
- Q-4: Where existing promotion rules or practices provide for the automatic promotion to conductor and engineer upon promotion to either conductor or engineer, will an employee be elevated two (2) steps on the wage scale?
- A-4: Yes.

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

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

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

A-8: No.

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

A-9: No.

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

A-10: Highway

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

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

## ARTICLE IX - ENHANCED CUSTOMER SERVICE

- Q-1: What is the intent of the parties with respect to the provision in paragraph (b) which states "...,  
the  
Carrier will extend seven (7) days advance notice where practicable but in no event less than  
forty-eight (48) hours advance notice.
- A-1: The intent was for the Carriers to routinely give as much advance notice as possible to the  
involved BLE General Chairmen(s) prior to implementation of the proposed service under  
paragraph (a).
- Q-2: Should the Carrier notify the General Chairmen(s) in writing when and where it intends to  
establish  
such service and identify the involved customer?
- A-2: Yes, and such notification should include the specific rule(s) where relief or relaxation is  
requested.
- Q-3: What will prevent the Carrier from routinely furnishing the minimum notice under the rule, i.e.,  
48  
hours, prior to implementing the desired service?
- A-3: The intent was for the Carriers to routinely give as much advance notice as possible to the  
involved BLE General Chairmen(s) prior to implementation of the proposed service under  
paragraph (a).
- Q-4: Is it the intent of the parties that the Joint Committee referred to in paragraph © will be  
established and meet at the location where the proposed service is to be implemented?
- A-4: The Committee will confer by whatever means are appropriate and practical to the  
circumstances, including telephonically.
- Q-5: Can the Carrier require a yard crew from one seniority district to meet the service requirements  
of a customer if such customer is located in road territory in another seniority district on that  
Carrier  
within the combination road-yard service zone?
- A-5: The carrier's rights under this Article are limited to certain identified rules under defined  
circumstances, provided that the carrier has complied with all applicable requirements set  
forth  
therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is  
egregiously inconsistent with the intent of the rule will not be implemented without



conference between the BLE President and the NCCC Chairman.

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

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

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

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

Q-8: Is there any limitation as to the number of miles a yard crew may be required to travel in road territory in order to provide the customer service contemplated by this rule?

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

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

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

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

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

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

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

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

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

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

A-13: No.

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

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

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

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

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

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

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

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

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

A-18: No.

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

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

## ARTICLE X - DISPLACEMENT

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

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

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

A-2: Yes.

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

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

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

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

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

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

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

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

Q-7. Is it the intent of Article X to impose discipline on employees who fail to exercise seniority with 48 hours.

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

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

A-8: No

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

A-9: No.

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

A-10 Highway.

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

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