

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

NATIONAL DIVISION
7061 East Pleasant Valley Road
Independence, Ohio 44131



Phone: 216.241.2630
Fax: 216.241.6516
www.ble-t.org

DENNIS R. PIERCE
National President

VIA ELECTRONIC AND FIRST-CLASS MAIL

October 25, 2022

All General/Local Chairmen in National Handling
For Wages, Work Rules, or Health & Welfare

Re: Tentative National Agreement Questions & Answers

Dear Brothers and Sisters:

This letter follows up on my September 22, 2022, letter pertaining to the above-referenced subject. Late yesterday, the BLET and the National Carriers' Conference Committee ("NCCC") completed the "question and answer" period alongside SMART-TD. As you know, Section 41(a) – General Committee Rules of the BLET Bylaws, requires the National Division to provide all General Chairmen and Local Chairmen whose General Committees are in National Handling for Wages, Work Rules or Health & Welfare with a copy of the Tentative Agreement ("TA"). As the agreed-upon Questions and Answers are part of the TA, I am enclosing a copy for your review and guidance. Both General Chairmen and Local Chairmen will receive this information via first-class mail, similar to our distribution of the TA on September 22, 2022. General Chairmen and all Local Chairmen with an email address in UnionTrack will be provided an advanced electronic copy. Also, a copy of the complete TA, including the Q&A, is now available in the Members Area of the BLET website.

Additionally, my office is currently working to develop a Frequently Asked Questions ("FAQ") document to answer the questions that are not addressed in the enclosed Q&A. Many of the questions my office received involved internal processes and did not apply to the application of the contract language.

Ballots will be mailed on Monday, October 31, 2022, and voting will begin at 0001 on Tuesday, November 1st, until 2359 on Sunday, November 20th. We are in the process of activating the Mobilization Network in a "Get Out the Vote" campaign. Our goal is to get all eligible members to vote, and I appreciate your participation in that effort.

Thank you in advance for your assistance and continued support, and with warmest personal regards, I remain

Fraternally yours,



National President

**All General Chairmen/Local Chairmen
in National Handling for
Wages, Work Rules, or Health and Welfare (2)**

October 25, 2022

encl. (1)

cc: E. L. Pruitt, First Vice President (w/encl.)
S. J. Bruno, National Secretary-Treasurer (w/encl.)
All Advisory Board Members (w/encl.)
All Special Representatives (w/encl.)

**AGREED – UPON
QUESTIONS AND ANSWERS**

ARTICLE I – WAGES

- Q1. Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A1. Yes.
- Q2. Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive wage adjustment to the extent applicable and consistent with the reinstatement.
- Q3. Will an Employee who has been dismissed/suspended between July 1, 2020, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?
- A3. Yes, to the extent applicable.
- Q4. Will the retroactive wage increases be applied to the basic daily and overmile rates of pay, overtime, trip rates, penalty claim payments and arbitraries or special allowances expressed in time or miles?
- A4. Yes, if and to the extent subject to the application of general wage increases.
- Q5. Will the retroactive wage payments made to Employees include previous vacation payments, Personal Leave Days and all other contractual pay entitlements?
- A5. Yes, if and to the extent such payments are subject to the application of general wage increases.
- Q6. Will General Wage Increases be applied to current entry rates?
- A6. Yes. The pay rates and any other applicable elements of compensation to which entry rates are applied will be subject to the applications of the General Wage Increases as provided in Article I.

Q7. Will GWIs, including retroactive back payments, be applied to training payments made to Employees in training programs where SMART-TD holds the applicable agreement on the property and such application is not specifically excluded by such agreement?

A7. Yes.

Q8. Will GWIs, including retroactive back payments, be applied to training payments made to Employees in yardmaster training programs on properties where SMART-TD represents yardmasters?

A8. This will be addressed in the same manner as in the past on each individual Carrier.

Q9. If an Employee has worked subsequent to June 30, 2020, under another National Agreement (and received retroactive pay for such work) and as a trainman or yardmaster under this Agreement, is that Employee entitled to retroactive pay under this Agreement for his/her trainman or yardmaster work?

A9. Yes, if otherwise eligible and provided there is no duplication.

Q10. Will an Employee who maintains an employment relationship with a Carrier but who has been promoted to a position in another craft under a CBA with another organization that is party to this Agreement between June 30, 2020, and the effective date of this Agreement, be eligible for the retroactive pay for the time worked under both CBAs?

A10. Yes, if otherwise eligible and provided there is no duplication.

Q11. Will RRA Tier I and Tier II taxes, as well as applicable federal, state and local taxes, be applied to the retroactive pay received by an Employee?

A11. Yes, as required by applicable law.

Q12. Will the GWIs provided for in this Agreement be applied to guaranteed extra board and furlough retention board rates of pay?

A12. Yes, if and to the extent such rates of pay are subject to the application of general wage increases.

Q13. Will Employees on approved leaves of absence (medical, disability, or otherwise) be eligible to receive retroactive backpay provided for in this Agreement?

A13. Yes, so long as the Employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.

Q14. If an Employee opts to participate in a negotiated 401k plan, will deductions be taken from retroactive payments? If so, and if that plan provides for an employer matching contribution, will such contributions also apply?

A14. Each Carrier will provide Employees with information regarding the application of its 401k plan.

Q15. If an Employee opts to participate in a negotiated 401k plan, will they have the option of contributing a larger portion of their retroactive pay into that plan?

A15. Each Carrier will provide Employees with information regarding the application of its 401k plan.

Q16. Will retroactive payments be accompanied by a detailed payment description, including a breakdown of how the payment was calculated?

A16. Any Employee who believes his/her back pay computation is incorrect may make written request through their General Chairperson for information regarding that computation. If the General Chairperson concludes that the request has good cause, they will submit it to the Carrier and a Carrier representative will respond. The request must be made to the Carrier within thirty (30) days of receipt of the retroactive payment. Disagreements between the parties may be referred to their respective National bargaining representatives – the President of SMART-TD or President of BLET and the Chairman of the NCCC.

Q17. Is the backpay calculated on earnings minus automobile mileage and meals? What factors will be included in the calculation?

A17. Retroactive wage increases and the resultant backpay will be calculated and applied to all elements of pay that are subject to General Wage Increases as provided in Article I, and will be addressed in the same manner as in the past on each individual Carrier.

Q18. Will back pay be paid on a separate check or included with a regular payroll check?

A18. The Class I Carriers will make retroactive payments (including retroactive wage payments and retroactive service recognition bonus payments) by way of a separate payroll check. Other Carriers will do the same to the extent feasible.

Q19. Will an Employee who resigned voluntarily receive back pay?

A19. Employees who resign prior to ratification of the National Agreement will not receive back pay. Employees who resign after ratification of the National Agreement will receive back pay. Please

note that Employees who retired or died subsequent to June 30, 2020, in the case of the wage increases and January 1, 2020, in the case of the service recognition payments will receive back pay.

Q20. Will back pay payment calculations include Employees' pay rates for vacation in 2023?

A20. Only retroactive payments made in relation to earnings in 2022 will be included in calculating 2023 vacation pay rates.

Q21. Will previous Washington Job Protection claim payments be eligible for retroactive back pay?

A21. Yes, if the payments occurred during the retroactive period and the Employee is otherwise eligible for retroactive payments.

ARTICLE II – SERVICE RECOGNITION BONUSES

Q1. Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the Service Recognition Bonuses?

A1. Yes, if they performed active service at any time between January 1 and November 30 of the applicable calendar year.

Q2. Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the Service Recognition Bonuses?

A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive Service Recognition Bonus payment(s) to the extent applicable and consistent with the reinstatement.

Q3. Will an Employee who has been dismissed/suspended between July 1, 2020, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time lost, have the retroactive service recognition bonuses applied to his/her payment for time lost?

A3. Yes, to the extent applicable.

Q4. Will Employees on approved leaves of absence (medical or otherwise) be eligible to receive retroactive service recognition bonuses provided for in this Agreement?

A4. Yes, provided that the Employee performed active service at any time between January 1 and November 30 of the applicable calendar year (or, for 2022, between January 1 and the date of ratification).

- Q5. Do new-hire Employees qualify for service recognition bonuses?
- A5. Yes, provided that the Employee performed active service at any time between January 1 and November 30 of the applicable calendar year.
- Q6. If an Employee has worked subsequent to June 30, 2020, under another National Agreement and as a trainman, engineer, or yardmaster under this Agreement, is that Employee entitled to receive Service Recognition Bonuses under this Agreement for his/her trainman or yardmaster work?
- A6. Yes, if otherwise eligible and provided there is no duplication.
- Q7. Will the \$1,000.00 yearly service recognition bonus continue after the end of this contract while a new Agreement is negotiated?
- A7. No. The final service bonus will be paid no later than December 31, 2024.

ARTICLE III – HEALTH AND WELFARE

- Q1. Is the annual hearing benefit of \$2,000 per family member or per family?
- A1. The annual hearing benefit maximum will apply separately to each individual covered by the policy.
- Q2. If a service provider is rebid in accordance with Article III, Section 3, and a new provider is chosen, how will it affect the Employees' benefit levels?
- A2. Re-bidding a service provider cannot result in modification of plan features such as fixed-dollar copayments, deductibles, coinsurance, and out-of-pocket maximums.
- Q3. If a service provider is rebid in accordance with Article III, Section 3, and a decision is made to switch service providers, what will be the extent of disruption and what consideration(s) will be given to minimizing disruption?
- A3. As noted in Q&A #2, re-bidding a service provider cannot result in modification of plan design elements such as copays, deductibles, coinsurance, and out-of-pocket maximums. The joint committees are expected to take steps to minimize provider disruption in the case of re-bids involving claims administrators or formulary disruption in the case of pharmacy benefit managers.
- Q4. Under Article III, will Employees be required to make monthly cost-sharing contributions for dental and/or vision premiums?

- A4. Employees do not make separate contributions for access to dental and vision benefits.
- Q5. How will the monthly Employee cost-sharing contributions be calculated?
- A5. Monthly Employee cost-sharing contributions will be 15% of the sum of the premiums for Employee medical benefits, life insurance and accidental death and dismemberment benefits, dental benefits, and vision benefits. It does not include Carrier costs for at-occupation (on-duty) coverage and/or certain other administrative costs.
- Q6. How often do the parties intend to rebid service providers?
- A6. The Governing Committee or Joint Policyholder Committee of the Plans will develop the process for conducting rebids. Subject to the outcome of those discussions, it is the parties' intent that either party may choose to initiate a rebid process for service providers to coincide with the renewal of the service providers' agreements. In the health care context, most service provider agreements have a three to five year term.
- Q7. Will the details of rebidding service providers be made public to Employees?
- A7. The details of the process are generally not made public. If the parties agree to change service providers, proper notification will be sent out to all affected Employees notifying them in advance of any such changes.

ROUTINE AND PREVENTIVE CARE – SIDE LETTER #3 (OPERATING CRAFTS)

- Q1. If an Employee schedules an appointment 30 or more days in advance and their provider reschedules the appointment to an earlier date, will they be allowed to attend the visit without being subject to any form of discipline under Carrier's attendance related policies?
- A1. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q2. What is the definition of routine and preventive medical care?
- A2. Routine services are defined as services that are not urgent or emergent in nature. They include identifying or evaluating a new condition or illness, routinely monitoring an already known condition, or providing treatment for a condition or illness. Routine care commonly referred to as preventive services include regular checkups, physicals, screenings, and other services designed to prevent an illness or condition from developing, including but not limited to ACA Preventive Health Services.

- Q3. Are routine and preventive dental, vision, and hearing appointments considered routine and preventive medical care, as described in Side Letter #3?
- A3. Yes.
- Q4. If a Carrier requires documentation verifying that an exam took place, what documentation would be required?
- A4. Specific details regarding documentation requested by a Carrier will be developed in the on-property implementation discussions required by Side Letter #3.
- Q5. If an Employee cancels an unpaid scheduled day off contemplated in Side Letter #3, will it be deducted from the Employee's remaining number of allowed routine and preventive visits?
- A5. No, as long as the Employee protects their assignment.
- Q6. May an Employee use unpaid scheduled days off contemplated in Side Letter #3 for family members who require assistance attending routine and preventive visits?
- A6. No, unless otherwise agreed by the Carrier.
- Q7. Are excluded holidays in Side Letter #3 referencing those recognized in the National Agreement(s)?
- A7. Yes, except where amended by on-property agreements.
- Q8. If a healthcare provider only offers certain routine and preventive services on a Monday or Friday, will an Employee be allowed an unpaid scheduled day off to attend if they provide documentation stating such services are only available on those days of the week?
- A8. Side Letter #3 requires that visits occur on Tuesdays, Wednesdays, or Thursdays, excluding holidays. However, in unique circumstances, accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q9. With respect to medical necessity for attending routine and preventive visits (e.g., preparation and/or recovery) will those days also be allowed, and will the cumulative period of absence be counted as one of the three (3) visits contemplated in Side Letter #3?
- A9. Yes, specific details will be developed in the on-property implementation discussions as required by Side Letter #3.

Q10. With respect to ensuring that Employees are available to attend their scheduled routine and preventive visits, will Employees be allowed to lay off in advance, and if so, what is the allowed duration of the advance lay off?

A10. Yes. The duration of the advance lay off will vary depending on the assignment, and should be handled between the Carrier and the Employee or their Union Representative.

Q11. Will Employees be allowed to lay off outside of Tuesday, Wednesday, or Thursday if they are required to do so either for medical necessity or availability purposes (e.g., medically necessary preparation on Monday, for a Tuesday visit)?

A11. Yes, with appropriate medical documentation.

Q12. If a holiday precedes or follows the date of a scheduled routine or preventive visit and the Employee is required to lay off (either for medical necessity or availability purposes), will the Employee be allowed unpaid scheduled leave on those days?

A12. Yes, as long as the date of the visit does not fall on a holiday.

Q13. Will approved absences to attend routine and preventive visits be used to reduce the available FMLA hours earned/granted for the year?

A13. No, approved absences under Side Letter #3 do not impact the number of hours available to FMLA-eligible Employees.

Q14. If an Employee must lay off to attend a follow-up routine or preventive visit directly resulting from a previously allowed routine or preventive visit, will that absence be considered part of the original visit, or will it count against their remaining number of allowed visits?

A14. If the follow-up visit immediately follows the date(s) of the approved absence (e.g., Tuesday visit results in necessary imaging or lab testing the following day), accommodations may be made between the Carrier and the Employee or their Union Representative to extend the original visit to include the additional absence. Otherwise, a follow-up visit will be considered as a separate visit.

Q15. If an Employee is held at his or her away-from-home terminal for an unanticipated and/or inordinate amount of time that may inhibit them from attending a scheduled and approved preventive or routine visit, will the Carrier deadhead the Employee home to facilitate the visit?

- A15. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q16. Will consideration be given to allowing Employees fewer than 30 days advance notice for scheduling routine and preventive visits?
- A16. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q17. If an Employee is transported to a medical facility via emergency transportation services, will that be considered a hospital admission not resulting in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?
- A17. If the Employee is admitted to the hospital, then it will not result in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance policy or guidelines.
- Q18. Regarding the issue of absences relating to surgeries not resulting in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies, does this include non-emergency and/or outpatient surgeries?
- A18. Yes.
- Q19. What is the definition of the term "unassigned" noted in Paragraph 2 of Side Letter #3?
- A19. Regardless of Carrier terminology, all Employees working in rotating pool and extra board service (including combination road/yard extra boards), whether or not they have voluntary or mandatory rest days or assigned days off, are considered "unassigned" for purposes of Side Letter #3.
- Q20. If a routine or preventive visit is initially scheduled and approved as described in Side Letter #3, does the Carrier have discretion to withdraw their approval at a later date?
- A20. No.
- Q21. If a routine or preventive visit is cancelled and/or rescheduled by the Employee's provider after the Employee marks off to attend the visit, will the Employee be subject to any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?
- A21. No. However, the Carrier may require documentation verifying that the visit was scheduled as reported by the Employee and then cancelled by the provider after the Employee had marked off.

Q22. Are holidays referenced in Side Letter #3 referring to the actual day of the holiday, or the day the holiday is observed (if different from the day of the holiday)?

A22. Side Letter #3 refers to the day of the holiday (regardless of the day on which it is observed).

Q23. With respect to hospital admissions and surgeries, will Employees also be allowed unpaid time off for follow-up visits connected with the hospital admission or surgery (e.g., exams, physical therapy, lab testing, etc.) without being subjected to any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?

A23. For a follow-up visit, Employees may request to use one of the three (3) visits for routine and preventive medical care, as outlined in Side Letter #3.

Q24. Are Employees required to mark up after a routine or preventive visit as contemplated by Side Letter #3, or will they be automatically marked up at a specific time?

A24. This will be determined by the provisions of the on-property agreement governing mark up and mark off rules.

Q25. Is there a "cap" on the number of "hospital admissions and surgeries" covered by the 4th paragraph of Side Letter #3?

A25. No.

Q26. Will the routine and preventive visits described in Side Letter #3 be available to Employees in assigned service if their off days don't provide the opportunity to schedule appointments, on either assigned off days, for routine and preventive medical care visits?

A26. Routine and preventive visits described in Side Letter #3 do not apply to Employees in assigned service, unless otherwise agreed upon by the Carrier and the Union representative.

Q27. Will emergency dental or vision procedures qualify as absences relating to hospital admissions and surgeries?

A27. Yes. Emergency dental or vision procedures would qualify under Side Letter #3 if they require a hospital admission and/or surgery.

Q28. Do routine and preventive medical care occurrences as outlined in Side Letter #3 affect eligibility for Professional Performance Incentives (PPI) or any other attendance or performance based bonus?

A28. Unpaid absences related to routine and preventive care visits under Side Letter #3 will be handled in the same manner as other non-compensated absences, pursuant to the applicable on-property agreement, unless otherwise mutually agreed upon by the parties.

Q29. Are Employees in rotating pool and extra board service (see Q&A 20) who already have assigned rest days and those who already work under earned rest agreements (such as but not limited to the 4&2 work/rest cycle) entitled to the unpaid scheduled days off for routine and preventive visits as described in Side Letter #3?

A29. Yes.

Q30. If an Employee marks off sick, and then is admitted to the hospital or has surgery during the mark off, will the provisions of Side Letter #3 relating to hospital admissions and surgeries apply?

A30. Yes.

Q31. Can previous marks off be removed from an Employee's record? In other words, can the mark-offs identified in Side Letter #3 be removed retroactively?

A31. Side Letter #3 will become effective on the date the National Agreement is ratified, and will only apply to mark offs occurring on or after that date.

Q32. Once requested (at least 30 days prior), how long will the Carrier have to approve or decline requests for routine and preventive visits?

A32. Specific details regarding the timeline to approve or deny requests will be developed in the on-property implementation discussions required by Side Letter #3.

Q33. Are all train and engine service Employees covered under the provisions of Side Letter #3 relating to approved medical leaves of absence, and absences relating to hospital admissions and surgeries?

A33. Yes.

ARTICLE IV – PERSONAL LEAVE

Q1. If an Employee elects to use the additional paid day off on their birthday, can the day be denied if the Employee's birthday falls on a recognized holiday?

A1. No. The Employee will be awarded the day off, which will then be subject to the rules associated with scheduled vacation.

Q2. In the above example where an Employee elects to use the additional paid day off on their birthday, which also falls on a recognized holiday, is the Employee entitled to claim holiday pay if they were scheduled to work, and/or would the Employee be entitled to observe the holiday the day after if the Employee's assignment is annulled due to the holiday?

A2. Holiday qualification rules are not changed by this Agreement.

Q3. If an Employee elects to use the additional paid day off on their birthday, will it be paid as a personal leave day or a single use vacation day?

A3. It will be paid in the same manner as a daily vacation day, unless the Employee does not have sufficient service in the preceding calendar year to qualify for paid vacation; in which case, it will be paid at the applicable basic daily rate for their class of service.

Q4. If an Employee elects to use the additional paid day off as a single use vacation day, how is the pay calculated?

A4. It will be paid in the same manner as established daily vacation day rules.

Q5. Can the Carrier force an Employee to use the additional paid day off when absent due to FMLA leave?

A5. No.

Q6. May Employees assigned to yard service or other classes of service elect to use the additional paid day off as a personal leave day, even if their assignment entitles them to holiday pay in lieu of personal leave days?

A6. Yes, however, the Employee must be assigned to a personal leave day assignment when the day is observed. If the Employee is not assigned to a personal leave day assignment, the day will be converted to a single use vacation day unless the Employee elects to bank/carryover the day (subject to existing rules regarding the same). The mechanics of implementing this provision are subject to further on-property discussion.

Q7. If an Employee elects to use the additional paid day off as a personal leave day, then the Employee is assigned to a job that does not receive personal leave days, will their personal leave day still be honored?

- A7. Yes, the time off will be honored, but the personal leave day will be converted to a single use vacation day.
- Q8. Will the additional paid day(s) off be provided retroactive to 2020? If so, will they be granted in the form of additional paid day(s) off, or will they be included in the Employees' retroactive pay? If included in retroactive pay, will they be paid at the applicable personal leave day rate, or the single use vacation day rate?
- A8. No. The additional paid day off will be provided starting in 2023.
- Q9. If the effective date of this Agreement is beyond the window for scheduling 2023 vacation, how will the 2023 additional paid day off be granted and calculated?
- A9. Employees who were not able to make an election during the 2023 vacation scheduling process will be given the opportunity to elect prior to the end of 2022 to use the additional paid day off on their birthday, provided the Carrier has fifteen (15) days' notice. If no election is made, they will be considered to have elected a single use vacation day. The mechanics of implementing this provision are subject to further on-property discussion.
- Q10. If a new-hire Employee with no previous year's earnings elects to use the additional paid day off as a single use vacation day, how will this pay be calculated?
- A10. It will be paid as a personal leave day, at the applicable rate.
- Q11. If an Employee elects to use the additional paid day off as a personal leave day, can it be carried over from year to year?
- A11. This will be handled in accordance with the on-property agreement(s) governing personal leave days.
- Q12. If an Employee elects to use the additional paid day off as a personal leave day, would compensation for that personal leave day be deducted from any monetary payments in the form of guarantee and/or performance bonuses?
- A12. This will be handled in accordance with the on-property agreement(s) governing personal leave days.
- Q13. If an Employee elects to use the additional paid day off on their birthday or as a single use vacation day, would receipt of pay for that day count for purposes of health & welfare eligibility?

A13. Yes.

Q14. Is the intent of Article IV to grant 1 additional paid day off for each year of the term of this Agreement, or will Employees continue to receive the additional paid day off beyond January 1, 2025?

A14. Beginning in 2023, Employees will receive 1 additional paid day off per calendar year in accordance with Article IV. This 1 additional paid day off per calendar year will continue each year until or unless a different Agreement is reached by the parties.

Q15. In the case of personal leave days, will the additional paid day off be subject to existing requirements for a certain number of starts in the preceding calendar year? In the case of daily vacation days and/or birthdays, will the additional paid day off be subject to existing vacation qualification requirements?

A15. No. The requirement to receive the additional paid day is to perform compensated service at any time in the year in which the additional paid day off will be used.

Q16. How will the additional paid day off be bid during the previous year's vacation scheduling and what restrictions will be placed on it being awarded? Can it be used any time during the year or only as late as the Employee can hold?

A16. This will be handled in accordance with the on-property agreement(s) governing personal leave days or single use vacation days, as applicable.

Q17. Is there a penalty if the Carrier denies the additional paid day?

A17. This will be handled in accordance with the on-property agreement(s) governing personal leave days, single use vacation days, or scheduled vacation, as applicable.

Q18. If an Employee elects to observe the additional paid day off on their birthday under Article IV, paragraph (c), will the time off be automatically approved?

A18. Yes, subject to rules associated with scheduled vacation.

Q19. If an Employee elects to use the additional paid day off on their birthday under Article IV, paragraph (c), then they are working an assignment that provides that day off, will they have the option to change their additional paid day off back to a Personal Day or Daily Vacation and use it at a later date?

- A19. No. The election on how to use the additional paid day off must be made during the prior year's vacation scheduling process.
- Q20. If an Employee's birthday falls on their assigned rest day(s), who decides whether they observe their additional paid day off under Article IV, paragraph (c) before or after those rest day(s)?
- A20. This will be subject to existing rules associated with scheduled vacation.

ARTICLE V – SCHEDULED DAYS OFF

- Q1. May a General Committee's proposal include multiple versions of voluntary assigned days off rather than a single system (e.g., a proposal that gives Employees in unassigned pool service the choice between a 6 and 3, 11 and 4, 4 and 1, and/or a 6 and 2 work/rest cycle, versus a proposal that gives them 5 and 2 only)?
- A1. General Committees may serve Notices proposing such agreements, which would then be subject to the on-property bargaining, ratification, and/or binding arbitration provisions of Article V, except as limited by Side Letter #5.
- Q2. If the parties are unable to reach a ratified agreement on assigned days off within 180 days of the initial Union Notice, may the parties extend the 180-day period by mutual agreement?
- A2. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article V, except as limited by Side Letter #5.
- Q3. After implementation of a voluntary assigned days off agreement, may either party serve additional Notices pursuant to Article V?
- A3. No, except by mutual agreement.
- Q4. Will the Union be permitted to serve Notice on the Carrier of its desire to establish rules for voluntary assigned days off for extra boards (including combination road/yard extra boards, if applicable,) covering thru freight road service?
- A4. Yes, pursuant to the timeline in Article V, except as limited by Side Letter #5.
- Q5. Will observing voluntary assigned days off result in a deduction of monetary guarantees, in situations where pools and/or extra boards provide such guarantees?
- A5. This will be subject to on-property bargaining in accordance with Article V, except as limited by Side Letter #5.

- Q6. How will the number and frequency of scheduled days off be determined?
- A6. Scheduling and frequency is subject to on-property negotiations as outlined by Article V, except as limited by Side Letter #5.
- Q7. Does Article V apply to extra boards?
- A7. Article V applies to all thru freight road service, including extra boards that protect thru freight road service.
- Q8. Does the Union's Notice under Article V of this Agreement have to represent all locations under the jurisdiction of the General Committee of Adjustment, or can it be done by individual location(s)?
- A8. The General Committees of Adjustment may serve Notice(s) on a General Committee wide basis. However, nothing prevents the General Committees from including location-specific proposals in the Notice.
- Q9. Where agreements are reached pursuant to Article V, will observing voluntary rest days be mandatory or optional?
- A9. Where voluntary rest days are included in an agreement reached under Article V, observing these rest days will be subject to the terms of the applicable agreement. To the extent the agreement results from interest arbitration, the parties agree that Article V does not permit an arbitrator to impose mandatory days off.
- Q10. Will assigned days off begin and end at the same time?
- A10. This will be subject to on-property bargaining in accordance with Article V, except as limited by Side Letter #5.

ARTICLE VI – AUTOMATED BID SCHEDULING

- Q1. If the Carrier elects to serve Notice to the Union of its desire to establish automated bid scheduling rules, is their Notice limited to the items specifically listed in Article VI, or may they serve Notice on other work rules?
- A1. The Carrier may serve a Notice to implement the Automated Bid Scheduling agreement described in (a) – (d) of Article VI as limited in Side Letter #5, and, in doing so, may identify any Carrier-specific implementation matters that it believes must be addressed in connection with such

implementation. However, there is nothing that precludes the parties from bargaining over additional work rules, provided that there is mutual agreement to do so.

Q2. After implementation of an automated bid scheduling agreement, may the Carrier serve additional Notices pursuant to Article VI?

A2. No, except by mutual agreement.

Q3. If the parties are unable to reach a ratified agreement on automated bid scheduling rules within 180 days of the initial Carrier Notice, may the parties extend the 180-day period by mutual agreement?

A3. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article VI.

Q4. In situations where existing on-property vacation agreements provide weekly/block vacation rules that begin and end at times other than 12:01 a.m. and 11:59 p.m., will those established rules remain in effect and not be subject to Notices served by the Carrier pursuant to Article VI?

A4. Article VI(d)(2) is intended to permit the parties to agree to vacation begin and end times other than 12:01 a.m. and 11:59 p.m., subject to the ratification and binding arbitration rules provided for in Article VI, except as limited by Side Letter #5.

Q5. Regarding Article VI(a)(3) which places responsibility on the Employee to access the Carrier's system to determine if their assignment has changed, will the Carrier also send notifications to Employees if and/or when their assignments change?

A5. This will be determined by existing on-property agreement(s), or will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, as limited by Side Letter #5.

Q6. Upon returning from weekly/block vacation, how will Employees be placed to assignments?

A6. This will be determined by the provisions of the existing on-property agreement(s), or will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, as limited by Side Letter #5.

Q7. In situations where existing on-property vacation agreements provide the opportunity for weekly/block vacation to be taken outside of the prescribed weekly/block vacation dates and times

and/or coincide with assigned rest days, will those established rules remain in effect and not be subject to Notices served by the Carrier pursuant to Article VI?

- A7. Such agreements will be subject to Carrier Notices pursuant to Article VI, as limited by Side Letter #5, and subject to the ratification and/or binding arbitration provided for in Article VI.
- Q8. Where automated bid scheduling agreements are implemented pursuant to Article VI, will the Union be provided the opportunity to review bids and awarded assignments after the agreed upon date for the close of bidding, prior to the agreed upon adjustment date?
- A8. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q9. If an Employee does not submit a sufficient number of job selections to ensure placement on any assignment or if they are not placed on any assignment due to seniority, how will they be handled?
- A9. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q10. Is the intent of Article VI to eliminate the opportunity for Employees to bump and displace each other (where applicable)?
- A10. Automated bid scheduling agreements are intended to amend existing agreements that provide for bumping and displacements and will be subject to on-property bargaining in accordance with Article VI, except as limited by Side Letter #5. Placement of Employees onto assignments will continue to be governed by the Employees' seniority, qualifications, and job preferences.
- Q11. Is the intent of Article VI to eliminate extra boards?
- A11. No.
- Q12. What will happen when Employees are awarded and placed on a new assignment with a scheduled start time, and they are observing federally mandated rest at the on-duty time of that assignment?
- A12. Federally mandated rest, including RSIA unavailability, must be observed. However, the determination as to if/when the Employee should report for duty upon becoming rested will be governed by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.

Q13. If an Employee subject to automated bid scheduling works into his or her weekly/block vacation, will that vacation be extended or will this time be lost?

A13. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.

Q14. If a Carrier serves Notice to the Union under Article VI, will they be served on a property-by-property basis, or a system wide basis?

A14. Carriers may choose to serve such Notices on either basis.

Q15. Does Article VI give the Carrier the right to implement the Automated Bid Scheduling on any trial/test basis, or must this be negotiated?

A15. It must be negotiated and ratified, or arbitrated in accordance with the provisions of Article VI, except as limited by Side Letter #5, unless the parties mutually agree otherwise.

ARTICLE VII – POOLS AND EXTRA BOARD

Q1. If the Carrier elects to serve Notice to the Union of its desire to implement pool and extra board rules, is their Notice limited to the items specifically listed in Article VII, or may they serve Notice on other work rules?

A1. The Carrier may serve a Notice of its intent to implement some or all of the items listed in Article VII, except as limited by Side Letter #5, and, in doing so, may identify any Carrier-specific implementation matters that it believes must be addressed in connection with such implementation. However, there is nothing that precludes the parties from bargaining over additional work rules, provided that there is mutual agreement to do so.

Q2. Where a self-supporting pool is implemented pursuant to Article VII, will Employees on those assignments be expected to protect assignments outside of that self-supporting pool?

A2. No, except in the normal course of vacancy procedures/running calling decisions, as authorized by existing agreements, or by mutual agreement.

Q3. After implementation of pool and extra board agreements, may the Carrier serve additional Notices pursuant to Article VII?

A3. No, except by mutual agreement.

- Q4. If the parties are unable to reach a ratified agreement on pool and extra board rules within 180 days of the initial Carrier Notice, may the parties extend the 180-day period by mutual agreement?
- A4. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article VII, except as limited by Side Letter #5.
- Q5. If the Union elects not to serve Notice under Article V and the Carrier elects to serve Notice under Article VII(a) and/or (b), will the provisions of (c)(1) ensure that the affected Employees are provided with one or more of the items listed in (c)(1)(a) – (c)?
- A5. Yes.
- Q6. Under Article VII(c)(1)(a), may a Carrier propose an opportunity for Employees to observe rest outside the requirements of the RSIA that includes assigned days off?
- A6. Yes, pursuant to Article VII(c)(1)(a).
- Q7. May Article VII(c)(1)(b) provide the opportunity for Employees to trade assignments for a single tour of duty, for the entire duration or the remaining portion of an automated bid cycle (where such rules are in effect), or both?
- A7. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q8. May Article VII(c)(1)(b) provide the opportunity for Employees to trade road and yard assignments?
- A8. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q9. May Article VII(c)(1)(b) provide the opportunity for Employees to trade assignments between crafts, provided that both crafts are covered by such agreement(s) and the involved Employees are qualified in the respective crafts?
- A9. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q10. Are assignment trades under Article VII(c)(1)(b) subject to prior review and/or approval by anyone other than the involved Employees, and if so, who?

- A10. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q11. When trading assignments under Article VII(c)(1)(b), will the involved Employees be limited in their abilities depending on their availability status?
- A11. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q12. Where self-supporting pools are established pursuant to Article VII, will those pools include a monetary or mileage guarantee?
- A12. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q13. What will be the basis for determining pool and extra board staffing?
- A13. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q14. Will Article VII result in elimination of foot-of-the-board provisions of existing agreements (where already in effect)?
- A14. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q15. Is the intent of Article VII to create multi-directional pools?
- A15. No.