

**MEDIATION AGREEMENT**

THIS AGREEMENT, made this 16<sup>th</sup> day of December, 2003 by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, witnesseth:

**IT IS HEREBY AGREED:**

**ARTICLE I - WAGES**

**Section 1 - Longevity Bonus**

(a) Not later than three months after the date of this Agreement each employee who qualifies under subsection (b) shall be paid a Longevity Bonus of \$1,200. Such Bonus shall be paid in a separate check and shall be subject to withholdings for applicable Federal, State and Local taxes.

(b) To qualify for the Longevity Bonus an employee must:

- (1) have an employment relationship with the carrier as a locomotive engineer on December 1, 2003;
- (2) have established seniority in train or engine service with a carrier signatory to this Agreement on or before October 31, 1985; and
- (3) (i) have received compensation for active service performed during the period October 1, 2003 through November 30, 2003, or

- O employee protective arrangements
- O employee availability
- O vacation scheduling
- O daily mark up (preference) rules in yard service
- O technology issues

(c) Article XI, Section 4(a) is amended to read as follows:

“While the Panel’s recommendations shall not be considered final and binding, the parties shall exert good faith efforts to utilize those recommendations as a basis for settlement of the issues involved. Notwithstanding any provision to the contrary, the Panel may be dissolved at any time by majority vote of the members.”

## **ARTICLE IX - OFF-TRACK VEHICLE ACCIDENT BENEFITS**

Article IV(b) of the March 10, 1969 BLE Agreement, as amended by Article X of the July 26, 1978 BLE Agreement, is further amended as follows effective on the date of this Agreement.

### **Section 1**

Paragraph(b)(1) - Accidental Death or Dismemberment of the above-referenced Agreement provisions is amended to read as follows:

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"(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident."

**Section 2**

Paragraph (b)(3) - Time Loss of the above-referenced Agreement provisions is amended to read as follows:

“(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.”

Section 3

Paragraph(b)(4) - Aggregate Limit of the above-referenced Agreement provisions is amended by raising such limit to \$10,000,000.

ARTICLE X – GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in settlement of the

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

SIGNED AT WASHINGTON, D.C. THIS 16<sup>th</sup> DAY OF DECEMBER, 2003.

FOR THE PARTICIPATING  
CARRIERS LISTED IN EX-  
HIBIT A REPRESENTED  
BY THE NATIONAL CAR-  
RIERS' CONFERENCE  
COMMITTEE:

FOR THE EMPLOYEES  
REPRESENTED BY THE  
BROTHERHOOD OF  
LOCOMOTIVE ENGI-  
NEERS:

[Signature]

Don M. Gehr

[Signature]

John / Flynn  
MR [Signature]

[Signature]

Kenneth R. Peifer

Trial  
874-800  
2863

## QUESTIONS AND ANSWERS

### Article I - Wages

Q-1 How do the eligibility provisions for the Longevity Bonus in this Agreement differ from the eligibility provisions for the Signing Bonus and Lump Sum Payments provided for in Article I of the National BLE Agreement dated May 31, 1996 ("1996 Agreement")?

A-1 The dates, of course, are different, and the time period for ascertaining eligibility is different. All other eligibility issues should be governed by how eligibility was determined under the 1996 Agreement.

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Q-2 What are some examples of the application of the Answer to Q-1?

A-2 The following are illustrative examples:

E-1 An employee is reinstated to service with seniority unimpaired but without pay for all time lost. Is such employee entitled to the payment provided for in Section 1(a)?

No.

E-2 Will receipt of vacation pay during the period October 1, 2003 and November 30, 2003 qualify an individual for the Longevity Bonus?

No.

E-3 An employee received compensation for active service performed during the period October 1, 2003 and November 30, 2003 but died prior to December 1, 2003. Is this employee eligible for the Longevity Bonus?

**Article IX - Off-Track Vehicle Accident Benefits**

Q-1 What effect do the improvements to the Off-Track Vehicle Accident benefits have upon employees entitled to receive them?

A-1 The Off-Track Vehicle Accident benefit improvements merely increase existing benefit levels.

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Q-2 What changes were made to the application of "Off Track Vehicle Coverage"?

A-2 The benefits were increased and there are no changes to the application.