

## **Memorandum of Understanding under auspices of Dispute Resolution Committee**

The following is without prejudice to either party's position regarding Article 55 of the BLET SSA and is intended to address Mine Run operations identified below. It is agreed:

The Company may establish Mine Run assignments to work in the mine run territories at Hazard, Loyall, Shelby, Martin and Paintsville, Kentucky, Peach Creek, Danville, Elk Run and S. Charleston, West Virginia, subject to the following:

- A. Mine Run assignments will be established with an on duty time, on and off duty locations, advertised rest days and working limits. As outlined in their advertisement, Engineers will be notified upon reporting for duty of the specific run and territory they will operate for each tour of duty. It is understood that extra service may be operated to perform the work described in this agreement supplementary to assigned Mine Run service in accordance with Note 2 of Article 55.

**Note:** Rest days of assignments will be reviewed by the Local Chairman and the Local Supervisor. This note is not intended to restrict the Company from establishing assignments to meet customer service requirements.

- B. Assignments established under this agreement may be assigned to operate five (5) days a week and will be compensated the greater of the following:
1. A daily minimum trip rate each day of \$200.00 with overtime after 8 hours (overtime to be computed by dividing \$200.00 by eight (8) and multiplying by 1.5), or;
  2. Actual miles run, including highway miles (payable at \$2.00 per mile), or;
  3. Total miles of working limits assigned for that work day (payable at \$2.00 per mile).

**Note 1:** EC, E9 and 19 Concode payments will be paid (when applicable) in addition to the daily rate identified in paragraph B above.

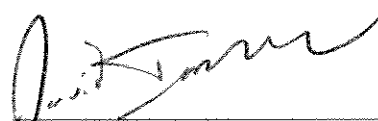
**Note 2:** All rates will be subject to applicable GWIs/COLAs.

- C. Assignments established in accordance with this agreement will be afforded the existing provisions of the BLET Single System Agreement not in conflict with this Memorandum of Understanding.
- D. Regular assigned employees will not be disqualified from Holiday Pay in the event they elect not to work the assigned day(s) off of their assignment, provided they otherwise qualify for the Holiday.

- E. Engineers in this service may be required to operate back and forth over the territory within the advertised limit of their assignment, as required, without additional compensation or penalty. However, any engineer exceeding either the limits advertised by notice or the limits established each day will be allowed a penalty day pursuant to the application of Article 55, Q&A #2.
- F. Outstanding claims – as exclusively defined in Attachment “A”, will be resolved based upon the provisions contained herein, between the BLET General Chairman and the HDO by February 28, 2009. Failure to satisfactorily resolve the claims, they will be referred back to the DRC for final handling.
- G This settlement will not be referred to by either party regarding application of Article 55 at any other location.

If the foregoing reflects our discussions on this matter, please indicate by affixing your signature in the space provided.


Signed this date, November 12, 2008, at Jacksonville, Florida.

  
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David Ingoldsby, AVP – LR

AGREED:

  
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Tony Smith, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

  
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D. L. Moates, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

  
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R. A. Finamore, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

APPROVED:

  
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Dennis Pierce, Vice President  
Brotherhood of Locomotive Engineers and Trainmen