



# Brotherhood Railway Carmen Division

Transportation Communications International Union  
AFL-CIO, CLC

**Richard A. Johnson**  
*General President*

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November 16, 2009

VIA OVERNIGHT MAIL

Mr. A. Kenneth Gradia, Chairman  
National Railway Labor Conference  
1901 L Street, N.W., Suite 500  
Washington, D.C. 20036

Dear Mr. Gradia:

Please consider this letter as the usual and customary notice served in accordance with Section 6 of the Railway Labor Act and existing Carmen agreements of our desire to revise and supplement existing agreements in the manner set forth in the Attachments hereto.

This Notice is being served on the National Carriers' Conference Committee (NCCC) as the authorized bargaining representative of the rail carriers that were listed on Attachment A of the NCCC's November 2, 2009 Section Six Notice served on the Carmen Division of TCU, and will serve as our Section Six Notice on each carrier listed therein as if filed on each individual carrier.

Attachment "A" to this notice concerns wage and rule issues. Attachment "B" concerns health and welfare issues. Attachment "C" involves shopcraft specific proposals and Attachment "D" is made up of local proposals for individual carriers. We reserve the right to serve additional notices to be handled concurrently with this notice.

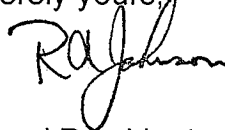
It is further proposed that the desired changes be made effective as of January 1, 2010 unless otherwise specifically noted in said Attachments.

As information, this Section 6 Notice is also applicable to the Carmen members of the Transport Workers Union of America on the CSX, the Norfolk Southern, and Conrail.

Mr. A. Kenneth Gradia  
November 16, 2009  
Page 2

This will also confirm that the parties have agreed to a first meeting date of January 19, 2010 for the commencement of conferences on a national basis on the matters proposed in the Attachments hereto.

Sincerely yours,



General President  
Carmen Division/TCU



International Vice President  
Transport Workers Union of America

RAJ/sjm  
enclosures

cc: R. A. Scardelletti  
Carmen Division Officers  
Carmen International Representatives  
Carmen Assistant International Representatives

**CARRIERS REPRESENTED BY NATIONAL CARRIERS' CONFERENCE  
COMMITTEE WITH RESPECT TO  
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION -  
BROTHERHOOD RAILWAY CARMEN DIVISION**

Alameda Belt Line Railway	
Alton and Southern Railway Company	
The Belt Railway Company of Chicago	
BNSF Railway Company	
Consolidated Rail Corporation	2
CSX Transportation, Inc.	
Gary Railway Company	1
Indiana Harbor Belt Railroad Company	
The Kansas City Southern Railway Company	
Kansas City Southern Railway	
Louisiana and Arkansas Railway	
MidSouth Rail Corporation	
Gateway Western Railway	
SouthRail Corporation	
The Texas Mexican Railway Company	
Joint Agency	
Manufacturers Railway Company	1
New Orleans Public Belt Railroad	
Norfolk Southern Railway Company	
The Alabama Great Southern Railroad Company	
Central of Georgia Railroad Company	
The Cincinnati, New Orleans & Texas Pacific Railway Company	
Georgia Southern and Florida Railway Company	
Interstate Railroad Company	
Tennessee, Alabama and Georgia Railway Company	
Tennessee Railway Company	
Oakland Terminal Railway	
Port Terminal Railroad Association	
Soo Line Railroad Company d.b.a. Canadian Pacific	
Terminal Railroad Association of St. Louis	
Union Pacific Fruit Express	
Union Pacific Railroad Company	
Western Fruit Express Company	

\* \* \* \* \*

## ATTACHMENT "A"

### Wages:

(a) **General Wage Increases:**

- (1) 7% General Wage Increase effective January 1, 2010, and each January 1, thereafter.
- (2) Incorporated into all basic rates of pay for all purposes and all elements

(b) **Weekend/Shift Differential:**

- (1) Weekend/shift differential of 25% applicable to all classes of service.

(c) **Interest:**

- (1) Interest on retroactivity payments.

### Cost-of-Living Adjustments:

(a) Restore Harris COLA with the following provisions:

- (1) Full Cost-of-Living Adjustments (COLA) w/o caps or limitations continuing into status quo period beyond the moratorium, incorporated into basic pay rates.
- (2) One cent for each 0.1 full point change.
- (3) Three Month adjustment periods.
- (4) No offset for Health and Welfare contributions.

### Retirement Accounts:

- (a) Establish 401 (k) Plan Where Presently Not In Effect
- (b) Annual Carrier Contribution
- (c) Full Match up to 7%

**Holidays:**

- (a) Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
- (b) Add Martin Luther King, Jr. Day, Election Day and one additional floating holiday.
- (c) Eligible employees entitled to day off with pay, or if required to work on enumerated holiday, shall be paid at two times the regular rate, in addition to their regular compensation. Holiday pay and pay for working on a holiday will be based on a minimum of (8) hours per day.
- (d) Eliminate all "bridging" requirements.

**Vacations:**

- (a) Amend National Agreement to afford additional paid vacation as follows:

Years of Service	Vacation
1 through 4	2 Weeks
5 through 7	3 Weeks
8 through 14	4 Weeks
15 through 19	5 Weeks
20 or more	6 Weeks

- (b) Change the vacation qualifying rules to enable employees not qualifying for vacation benefits to have prorated vacation benefits based upon the percentage of vacation qualifying days worked in the previous year.
- (c) Eliminate restriction on extending vacation with holiday.

**Bereavement Leave:**

- (a) Add the following relatives on whose death bereavement leave shall be granted.
  - (1) Grandchildren
  - (2) Grandparents
  - (3) Stepchildren
  - (4) Stepparents

- (5) Spouse Stepparents.
- (b) Allow four (4) workdays' bereavement leave to be taken at any time up to seven (7) days following the funeral.

**Personal Leave Days:**

- (a) Increase number of personal leave days due each employee in the calendar year.
- (b) Longevity Scale
- (c) Unused personal leave paid or carried over at employee's option.

**Off-Track Vehicle Insurance:**

- (a) Improve existing allowances for employee injuries suffered in a vehicular covered condition by increasing monetary amounts to \$1 million for each loss now carrying a \$300,000 benefit, and \$500,000 for losses now carrying a \$150,000 benefit.
- (b) Increase aggregate limit of payments for any one accident to \$20 million.
- (c) Obtain accident insurance with benefits comparable to the foregoing allowances to cover the Employees injured or killed in an accident while riding in a Carrier-contracted van service regardless of negligence by the van operator.
- (d) Injured employees entitled to disability payments.

**Information Requests:**

- (a) Upon request, the Carrier shall provide the Organization with information necessary to administer and negotiate the collective bargaining agreement.

**Sales, Leases, Abandonments:**

- (a) At least six months prior notice of transactions
- (b) Transaction conditioned on Agreement to conditions for employees no less protective than New York Dock.
- (c) The acquiring entity shall employ employees affected by the transaction, carry-over existing agreements, and recognize the incumbent Union(s).

**Reimbursement for Safety Equipment:**

- (a) Full reimbursement for all required safety equipment, including quality work boots.

**Claim and Grievance Handling:**

- (a) Establish that the (60) day time limit to file a claim starts when the facts of the case are discovered by the Organization rather than the date of the violation or occurrence.
- (a) Carrier must provide any and all materials requested that are pertinent to an ongoing claim or pending investigation.
- (b) An employee will have a right, upon request, to have a union representative present any time he/she is called to a meeting or conference with a Carrier representative.

**Savings Clause:**

- (a) The above Notices or any of them or any part of them shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect.

**Duration:**

- (a) 5 years.

**ATTACHMENT B**  
**HEALTH & WELFARE**

**Railroad Employees National Health and Welfare Plan GA-23000**

**Eligibility -**

- (1) Provide extended benefit coverage to eligible dependents for one full calendar year following the death of a covered employee.
- (2) Provide extended coverage to furloughed employees for twelve (12) months following the month in which such employees last rendered compensated service or received vacation pay, provided the employer has transmitted at least three (3) monthly payments to the Plan on behalf of such employees prior to furlough. During such 12-month period, the furloughed employee shall be reported under “active” employee status.
- (3) Provide full Plan coverage to an employee who is suspended or dismissed from service, and to his eligible dependents, until final disposition of the matter under the *Railway Labor Act*. Until such final disposition, the employee shall be reported under “active” employee status.
- (4) Provide full Plan coverage to an employee who becomes disabled, and his dependents, until such time as the employee and/or spouse become eligible for Medicare and child dependents reach age 19 (age 25 if full-time student).
- (5) Eliminate the seven (7) calendar days per month eligibility requirement (the so-called “7-day rule”) for benefit coverage under the health and welfare, dental and vision plans.



- (6) Dependents of employees on active military status will be provided full coverage for the length of a standard tour of duty plus 6 months.
- (7) Extend full coverage for college students under age 25 for six months following their graduation date.
- (8) Provide full Plan coverage to opposite and same sex domestic partners, including such domestic partners not residing in common law states.
- (9) Extend full coverage to step-grandchildren residing with an employee; and any other children placed with the employee by court order.

#### **Autism Spectrum Disorders**

- (1) The Plan shall provide coverage for the diagnosis of autism spectrum disorders and for the treatment of autism spectrum disorders to the extent that the assessment, diagnosis and treatment of autism spectrum disorders are not already covered by the Plan.
- (2) Treatment for autism spectrum disorders shall include, but is not limited to, the care prescribed, provided, or ordered for an individual diagnosed with an autism spectrum disorder by (a) a physician licensed to practice medicine or (b) a certified, registered, or licensed health care professional with expertise in treating effects of autism spectrum disorders. Such coverage shall include but is not limited to: Applied Behavior Analysis Therapy, Speech Therapy, Social Skills Therapy, Occupational Therapy, and Physical Therapy, Psychological, Psychiatric, and Pharmaceutical Care, and Diagnosis and Assessments.
- (3) Coverage for autism shall not be subject to any maximum benefits, nor subject to any limits on the number of visits to a service provider.

**Prescription Drug Benefit -**

- (1) Prescription drug co-pays shall be as follows:
  - Retail: generic – no co-pay; brand name -- \$5.00
  - Mail Order: generic – no co-pay; brand name \$10.00.

**Coordination of Benefits -**

- (1) Increase Coordination of Benefits to allow reimbursement up to a maximum of 100% of allowable charges.

**Lifetime Maximum -**

- (1) Increase lifetime maximum under CHCB and MMCP out-of-network to unlimited.

**Reasonable and Customary Determinations -**

- (1) Increase the threshold for R&C determinations to the 95<sup>th</sup> percentile of data selected by the Plan.

**Hearing Benefits -**

- (1) Provide an annual hearing benefit of \$4,000 for each covered person.
- (2) In addition to the \$4,000 benefit described in (1) above, provide hearing tests as a covered benefit when medically necessary to diagnose or treat illnesses *other than hearing loss*.

**Birth Control/Reversal -**

- (1) Provide coverage under the plan for voluntary sterilization and/or reversal.

**Employee Contributions -**

- (1) Eliminate any and all reference to required employee contributions as referred to in current National Agreement.

**Employee Opt-Outs -**

- (1) Increase payments to employees who opt-out of Plan coverage from \$100 per month to \$250 per month.

**Mobile Facilities -**

- (1) Amend the current Plan definition of a facility to include a mobile facility used by licensed physicians or other qualified medical personnel to deliver services to employees and their dependents billed under covered codes as directed by the American Medical Association or other governing bodies.

**Dependent Pregnancy**

- (1) Provide full coverage for pregnancies of female dependent children.
- (2) Provide full coverage for new born children of female dependent children through age two.

**Nutritional Supplements**

- (1) Provide coverage for medically necessary nutritional supplements under the medical plan.

**Speech Therapy**

- (1) Provide services to restore or improve speech for employees and all eligible dependents without regard to age.

**Hospice Benefits**

- (1) Increase the hospice benefits to reasonable and customary charges for each course of care.

## **COBRA**

- (1) Provide employees unlimited COBRA eligibility when necessary to bridge a gap between GA-23000 and GA-46000.

## **Repatriation Insurance**

- (1) Provide medical evacuation and repatriation insurance to cover 100% of the cost for the transportation of a participant and or dependent(s) via air or ground ambulance from any location more than 100 miles from their home or from a foreign country to their home location or a medical facility within 30 miles thereof. Such coverage shall include bed-to-bed service; the cost of a medical escort; travel costs for dependent spouse and/or children; repatriation of mortal remains, including all transportation, logistical and legal arrangements in connection therewith; transportation of baggage and/or belongings back to the home of the participant/dependent; legal services arising in connection with medical situations.

## **Health Risk Assessment Incentive**

- (1) Establish an incentive payment of \$100 for the completion of each employee Health Risk Assessment by an employee or dependent aged 18 or over.

## **Managed Medical Care Program (MMCP)-**

- (1) Reduce all co-payments under MMCP to \$5.00 per visit including emergency room.
- (2) Reduce all out-of-network penalties to 10%.
- (3) Reduce annual out-of-network, out-of-pocket maximums to \$500/individual and \$1,000/family.
- (4) Reduce the out-of-network deductibles to \$100/individual \$300/family
- (5) Eliminate out-of-network lifetime maximum benefit.

- (6) Provide out of network coverage for:
- Immunizations and well-person physical benefits without annual caps to include annual routine physical exams, (including diagnostic testing and immunizations); well-woman visits (including breast examination and/or mammogram, pelvic examination and pap smear); child preventive care given in connection with routine pediatric care, (including immunizations for children as recommended by CDC).
  - Annual prostate cancer screening at no cost to the participant.
  - Annual influenza vaccinations at no cost to the participant.
  - Sigmoidoscopy or colonoscopy for participants over 40 years of age at no cost to the participant.
  - Other screening tests as recommended by the United States Preventive Disease Task Force at no cost to the participant.
- (7) Eliminate defined awarded markets and open all markets to allow choice of all three providers, Aetna, Highmark and United Healthcare.
- (8) Cap the 20% non-notification penalty under the Care Coordination/Medical Management Program at an annual out-of-pocket maximum of \$1,000.
- (9) Provide for an annual out-of-pocket maximum of \$500 for chiropractic and physical therapy services.
- (10) If a participant's primary care physician, treating specialist or other provider, or preferred hospital or facility, terminates network participation with the insurance company providing service to the participant, allow the participant to elect coverage under one of the other insurance carrier(s) in that market anytime during the year.

**Comprehensive Health Care Benefit (CHCB)-**

- (1) Provide uniform application of immunizations and well-person physical benefits provided under MMCP to CHCB without annual caps to include annual routine physical exams, (including diagnostic testing and immunizations); well-woman visits

(including breast examination and/or mammogram, pelvic examination and pap smear); child preventive care given in connection with routine pediatric care, (including immunizations for children as recommended by CDC).

- (2) Provide 90/10 co-insurance under the CHCB plan.
- (3) Reduce the annual deductible to \$100/individual \$300 family.
- (4) Provide benefits comparable to MMCP for employees who do not live in MMCP network areas.
- (5) Reduce annual out-of-pocket maximums to \$500/individual and \$1,000/ family.
- (6) Provide annual prostate cancer screening at no cost to the participant.
- (7) Provide annual influenza vaccinations at no cost to the participant.
- (8) Provide sigmoidoscopy or colonoscopy for participants over 40 years of age at no cost to the participant.
- (9) Provide other screening tests as recommended by the United States Preventative Disease Task Force at no cost to the participant.
- (10) Cap the 20% non-notification penalty under the Care Coordination/Medical Management Program at an annual out-of-pocket maximum of \$1,000.
- (11) Provide for an annual out-of-pocket maximum of \$500 for chiropractic and physical therapy services.

#### **Managed Mental Health and Substance Abuse Benefit (MHSA)**

- (1) Reduce all co-payments under MHSA to \$5.00 per visit including emergency room.
- (2) Reduce all out-of-network penalties to 10%.
- (3) Amend the current requirement that Out-of-Network outpatient services be administered by a licensed psychologist to allow that such care may be administered by Masters level clinicians.

- (4) Eliminate lifetime maximum benefit for Mental Health services.
- (5) Cap the 50% non-notification penalty at an annual out-of-pocket maximum of \$1,000.

**Life/AD&D Insurance**

- (1) Increase Active Employee Life Insurance to \$50,000.00.
- (2) Increase Retired Employee Life Insurance to \$10,000.00.
- (3) AD&D - increase coverage to the following:

**TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS**

<u>COVERED LOSSES</u>	<u>BENEFIT AMOUNTS</u>
Life	\$30,000
A hand*	\$8,000
A foot*	\$8,000
Sight of an eye	\$8,000
Loss of more than one of the above in any one accident	\$16,000
Paralyzation	\$25,000

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut-off at/or above the wrist.

Loss of a foot means that all of the foot is cut-off at/or above the ankle.

*\*Loss of a hand or foot shall also include the loss of use of a hand or foot even if the limb is still intact.*

Paralyzation means the loss of use of the extremities of the body as a result of an accident, such as, but not limited to paraplegia, quadriplegia, or hemiplegia occurring from a traumatic brain injury.

Not more than \$30,000 will be paid for all covered losses caused by all injuries which are sustained in one accident.

### **Railroad Employees National Dental Plan (GP12000-A)**

#### **Eligibility -**

- (1) Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated service.
- (2) Provide full Plan coverage to an employee and eligible dependent who is suspended or dismissed from service until final disposition under the *Railway Labor Act*.
- (3) Extend dental coverage for retirees and their eligible dependents until the employee reaches age 65.

#### **Benefits**

- (1) Eliminate the annual deductible.
- (2) Increase the annual maximum to \$15,000.00.
- (3) Increase Type B coverage to 100%.
- (4) Increase Type C coverage to 75%.
- (5) Increase orthodontia benefit to 90% with a maximum of \$8,000.00.
- (6) Provide orthodontia coverage to all employees and covered dependents regardless of age.
- (7) Eliminate the alternate treatment provisions of the Plan.

### **Railroad Employees National Vision Plan**

#### **Network -**

- (1) Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated



service.

**In-Network Benefits -**

- (1) Increase the frame allowance to \$400.
- (2) Provide full coverage for the following options:
  - Scratch Coating
  - UV Protection
  - Anti-Reflective Coating
  - Photochromic Lenses
  - Progressive Lenses
- (3) Increase allowance for contact lenses to \$400 annually.
- (4) Add laser surgery benefit. Provide full coverage for laser surgery to correct vision in one or both eyes.
- (5) Eliminate lens exclusions for oversized lenses.

**Hospital Associations**

- (1) Hospital Association benefits will continue to be set by the individual Hospital Association.
- (2) Enable Hospital Associations to increase member dues at a rate equal to the increase in cost-sharing payments, without increasing the total cost-sharing amount paid by Hospital Association members.
- (3) Amend the "Dues Offset Formula" to provide that Hospital Association dues offsets will be increased by the same percentage that Plan costs increase for a given year. Thereafter, adjustments, if any, shall be made annually on January 1<sup>st</sup> of each subsequent year.
- (4) The so-called "pick-up and/or runout liability fees" for any employees (or dependents, if applicable) transferring from Hospital Association Railroads to Non-

Hospital Association Railroads and/or transferred from Non-Hospital Association Railroads to Hospital Association Railroads will be borne by the Railroads.

- (5) Disabled or Retired Hospital Association members whose coverage is disrupted for any reason other than non-payment of Association dues will be allowed to enroll in the Railroad Employees National Early Retirement Major Medical Benefit Plan (GA-46000) without penalty provided they would have met the eligibility requirements at the time they retired.
- (6) Treat Dependent Spouses covered as Employees under a Hospital Association Plan the same as two married railroad employees covered under the Plan who are not covered under a Hospital Association Plan.
- (7) Provide Hospital Association dependents the choice to select their coverage from a Hospital Association or from one of the national plan carriers.

**Supplemental Sickness Benefit Plan - Provident Policy R-5000**

Amend the provisions of Provident Policy R-5000, the Supplemental Sickness Benefit Plan, to provide the following effective January 1, 2010:

- (1) Amend the Plan so that the combined benefit limits payable under the Plan are 90% of the employee's regular daily rate, including payments from the Railroad Retirement Board, if eligible.
- (2) Remove requirement that employee must be eligible for Railroad Retirement sickness benefits in order to qualify for benefits hereunder.
- (3) Amend the Plan to change the maximum duration for the payment of benefits to 18 months from 12 months.
- (4) Employees will be eligible for these benefits after three months of service, regardless of eligibility for Railroad Retirement sickness benefits.

**Long-Term Disability:**

- (1) Establish a Long Term Disability policy providing for 80% Average Monthly Compensation for Five Years.

#### **COST CONTAINMENT MEASURES**

- (1) Waive co-pays when an employee is referred by the Nurse Helpline to seek treatment from the emergency room.
- (2) Increase the day's supply of medication at retail pharmacies to 30 days and impose a limitation of two (2) refills thereafter.

#### **NATIONAL HEALTH LEGISLATION**

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, The Railroad Employees National Dental Plan and The Railroad Employees National Vision Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

## GENERAL

- (1) The JPC shall be joint policyholders and will jointly participate in the selection of the insurance company or companies or other administrators required to administer all benefit Plans covering employees subject to this Agreement, shall jointly determine the plan benefits needed to meet the changing needs of the employees and otherwise jointly administer all of the Plans' activities. The Joint Plan Committee shall oversee and administer the Railroad Employees National Health and Welfare Plan, the Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Dental Plan, the Railroad Employees National Vision Care Plan, the various plans established to provide supplemental sickness benefits to covered employees and any and all plans which may hereafter be developed or introduced to provide health and welfare benefits to active and retired employees and their eligible dependents.
- (2) Eliminate the exclusion of benefits for treatment by a family member who is otherwise a qualified provider, from any and all plans containing such exclusion.

## ATTACHMENT "C"

### COMMON SHOP-CRAFT RULES

#### Subcontracting (Outsourcing):

- (a) Revise and amend all Subcontracting Rules to prohibit subcontracting of work.

#### Simple Task Rules:

- (a) Eliminate all incidental/simple task rules.

#### Wage Responsibility Adjustment:

- (a) Increase all differential rates presently in effect to \$1.50 per hour.
- (b) The "differential rate" shall also apply to positions on which employees are directly responsible for or signatory to the following:
  - (2) FRA-required tests and inspections.
  - (3) Work requiring EPA certification
  - (4) Positions requiring CDLs.
  - (5) Positions subject to Hours of Service rules.
  - (6) All additional positions that require any other Federal, State, or Municipal government certification and/or licensing, or comparable recognized certification, not mentioned above.
  - (7) Lead electricians/mechanics.
- (c) \$1.50 per hour differential to each employee required to move locomotives subject to the FRA Hours of Service with a minimum payment of (4) hours per each (8) hour shift.
- (d) Eliminate any and all pyramiding restrictions on differential rates.
- (e) Differential rates shall be rolled in to regular rates of pay and employees paid such for all hours compensated for.

#### Wage Equalization:

- (a) Prior to implementation of the General Wage Rate in accordance with Attachment "A" (1) the hourly, weekly and monthly rates of pay shall be adjusted to equalize the rates to the highest National Base Rate.

### **Sick Leave:**

- (a) Effective January 1, 2010, each employee with one year of service will receive a sick leave benefit consisting of twelve (12) sick days each calendar year to supplement sickness benefits available under the RUIA and R-5000 supplemental. i.e. in addition to other benefits provided.
- (b) Sick days be taken on an hourly or daily basis, with (8) individual hours to constitute a day.
- (c) Sick days remaining unused at the end of the first calendar year will be carried over into the next calendar year and be added to the total number of sick days available.
- (d) Sick leave days shall accrue at the rate of one (1) day per month for each month of compensated service, with unlimited accumulation and shall be paid at the time of retirement or termination.
- (e) Employees may use their sick days for maternity and paternity leave.

### **Overtime Rules:**

- (a) Revise and amend rules providing for double time in certain situations.
- (b) Revise overtime rules to provide for a minimum of 1 hour at the overtime rate on overtime before and after regular shift.
- (c) Penalty pay for forced overtime.
- (d) Revise overtime rule to provide for four (4) hours at the overtime rate for minimum call for overtime not continuous with regular shift.

### **Bulletin Rules:**

- (a) Revise and amend all bulletin rules to require that all positions requiring work performed subject to FRA – Hours of Service be bulletined with precise duties listed and to include any differentials for performing FRA – Hours of Service work be included within the base rate shown on the bulletin.

### **Vacation Relief:**

- (a) Revise and amend Vacation Relief position rules.

### **Traveling Roadway Mechanic Rules:**

- (a) Revise and amend all pay rules for monthly rated Traveling Mechanics to provide that time worked in excess of (10) ten hours per day Monday through Friday to be payable at the applicable overtime rate.

- (b) Revise and amend all rules for travel compensation to provide travel pay for all hours expended traveling between actual home and away from home lodging locations or work locations and from one work point to another.

**Meal Allowances**

- (a) Revise and amend all “meal rate” provisions to provide for the U.S. Government IRS established rates for the nationwide geographical areas.

**ATTACHMENT D**  
**INDIVIDUAL UNION LOCAL ISSUES**

**(This will not be part of our common notice & is here simply as a reminder of issues we said we'd address locally)**

**Labor-Management Committees:**

- (a) All labor-management committees, including, but not limited to safety committees, quality committees, quality circle committees, quality-inaction committees, labor-management productivity committees and any other employee-carrier committee, on which employees serve, must be established by Agreement of the parties.

**Job Stabilization or Other Unemployment Agreement:**

- (a) Negotiate or amend job stabilization or other unemployment Agreements to provide Furlough/wage rate protection for employees on seniority list as of date of agreement.



ATTACHMENT "D"

for the  
February 1, 2006  
BURLINGTON NORTHERN (BN) AGREEMENT  
as revised and amended

and the  
January 1, 1945  
ST. LOUIS SAN FRANCISCO (SLSF) AGREEMENT  
as revised and amended

and the  
September 1, 1974  
ATCHISON TOPEKA AND SANTA FE RAILWAY (ATSF) AGREEMENT  
as revised and amended

- Article I*                      Revise and amend Rule 90 of the BN Agreement, Rule 50 of the ATSF and Rule 126 of the SLSF Agreement; to require at least one Carman to accompany the Driver, when the Road Truck is required to repair cars away from the shops.
- Article II*                     Revise and amend the Rules of the scheduled Agreements to provided for payment at the time and one-half rate for all wrecking work performed outside the home terminal yard limits, to include all time waiting and traveling to and from the wreck site, starting from the time the call is made to either the Carrier's forces or the contractor to proceed to the work site.
- Article III*                    Revise and amend the Rules of the Agreements to provide that any employee who is utilized as a Foreman or Relief Foreman, he/she may not perform the work of the Carman craft on any of the three shifts, on any given day (24 hour period) that he/she performs service as a Supervisor. Furthermore, that no employee may work in the capacity as a Foreman or Relief Foreman in excess of thirty consecutive calendar days without returning to his assigned bulletin position or his position shall become vacant and placed for bulletin in accordance with the terms of the scheduled Agreement. Any employee who shall perform the

preponderance of his work as a Supervisor (in any capacity) for a period 180 days shall be deemed as a full exempt Supervisor and his position shall be placed as a permanent vacancy for bulletin. Further, employees so assigned shall be taken in seniority order from those applicants to the position.

*Article IV*

Revise and amend the Rules of each scheduled Agreement, to provide that any time an Employee is restricted from assuming his new assignment within ten (10) calendar days from the date the positions are awarded, the successful applicant shall be entitled to the rate of the new assignment, plus a restriction penalty of \$100.00 per calendar day of restriction.

*Article V*

Revise and amend the Rules of each Agreement, to provide that the Carrier shall contractually bear 100% of the cost of any and all required PPE/tools/apparatus/safety clothing/safety shoes/boots, etc., etc, required by the Carrier to be worn or utilized by the Employees.

*Article VI*

Revise and amend each of the scheduled Agreements to provide: Where employees are working at a point, on similarly bulletined/assigned positions, that the choice of daily task shall be determined by individual in seniority order.

*Article VII*

Revise and amend Rule 12 of the September 1, 1974, ATSF Agreement to require: That when it is necessary to call employees for overtime by shift that the employee having the least amount of overtime available shall be called and utilized to fill the position first. Regardless whether the employee is assigned/bulletined to work in the train yard or repair track.

*Article VIII*

Revise and amend the applicable agreement to correct and adjust the compensation rate for those employees working for the BNSF at the Carrier's 14<sup>th</sup> Street Suburban Passenger Services to reflect the hourly wages paid to passenger service employees at Metra, in Chicago.

- Article IX*                    Revise and amend SLSF Rule 50 and BN Rule 22 to provide and clarify "Rolling and Bumping" as currently permitted by BN Rule 16 and 22 and SLSF Rule 50.
- Article X*                    Revise and amend ATSF Rule 17 and 22 to allow an exempt foreman who voluntarily relieves himself from a supervisory position to only displace onto an open position and prevent him from displacing an actively working Journeyman or Apprentice.
- Article XI*                    Revise and amend the June 7, 2004, Apprenticeship Agreement to clarify payment of time and one half and/or double time to the apprentices for travel or classroom instruction outside regular bulletined hours.
- Article XII*                    Revise and amend BN Rule 92 and ATSF Rule 110 to require the Carrier to offer advancement to coach cleaners to the position of Carman Apprentice before hiring from outside the Company.
- Article XIII*                    Revise and amend the Agreement Rules to provide a penalty payment when an employee is denied a twenty minute lunch period during the fifth hour. Employees required to work beyond the limits of the fifth and sixth hour without being permitted a lunch period shall be compensated one hour penalty payment at the straight time rate. Revise and amend the Rules of each Agreement to define meal periods during the fifth hour on duty, and uniform commencing and quitting times.
- Article XIV*                    Revise and amend SLSF Rule 35 Discipline, to provide for time limits the same as BN Rule 35.
- Article XV*                    Revise and amend ATSF and SLSF Agreements to provide the same bereavement leave and benefits provided in the BN Agreement And in addition add the following; still born babies, foster children, grandchild, step grandchild, brother-in-law, sister-in-law and increase the days to 5 working days to be used at the employees discretion but within thirty days of the date of death of a covered member.

- Article XVI*            Revise and amend the Rules of each Agreement to provide for the payment of all necessary expenses including meals and/or, lodging, and/or transportation while working away from home point or on line of road.
- Article XVII*           Revise and amend the Rules of each Agreement to require the Carrier to provide all investigation and discipline notices to the General Chairman/IR or his designee.
- Article XVIII*           Revise, amend and clarify the transfer Agreement to provide verification of contact of the employee by a manager and his acceptance or declination to transfer. Clarify process of removal of employee from transfer lists when a transfer is made and employee has transfer requests to several locations.
- Article XIX*            Revise and amend the Classification of Work Rules of all Agreements, to include lifting and jacking of cars, all (air, electronic, hydraulic) brake systems on freight cars.
- Article XX*             Revise and amend the apprentice agreement to clarify receiving credit for the five days sent home with pay on force reductions. When establishing Carman seniority and granting restored lost service time, the days to be counted will be actual days of service not the five out of seven days policy currently utilized. And vacation clarified. (paid in lieu of taking vacation)
- Article XXI*            Revise and amend all Agreements to establish standard bulletins for positions, mutually agreed to by the Organization. ( job titles and duties)
- Article XXII*           Revise and amend the apprentice agreement, Section (c) Probationary Period, that an apprentice cannot be dismissed under this provision for any other reason other than insufficient aptitude or interest to learn the trade. Absenteeism is not cause under this provision.
- Article XXIII*          Revise and amend BN Rule 26 to combine the Rocky Mountain Seniority District into the Alliance Seniority District.

- Article XXIV*            Revise and amend the SLSF and ATSF Agreements to standardize each Agreement for the consistent application of daylight savings time. Apply BN Rule 1(l) to the SLSF and ATSF Agreement rules for daylight savings time.
- Article XXV*            Revise and amend all Agreements to establish that an employee who works in a temporary or relief supervisor capacity regularly or irregularly for one year (365 days from first time training or filling a supervisor position) must be considered in an exempt status and will be governed by the existing rules regarding voluntary/ involuntary return to the craft. In addition he may not continue to be used in a relief status if not accepted for promotion to full exempt status after one year.
- Article XXVI*           Revise and amend all Agreements to provide for sick leave of five days per year which can then be accumulated/banked each year for a total of thirty days. Thereafter the employee may take payment/cash in - for additional days earned after the accumulation of thirty sick days.
- Article XXVII*          Revise and amend all Agreements to increase personal days to three per year and make them accumulative to thirty days.
- Article XXIII*          Revise and amend the Agreements to prevent contractors from performing repairs, jacking, lifting, refurbishing railcars or performing any freight car work on BNSF property
- Article XXIX*           Revise and amend the Agreements to limit Health and Welfare co-payment to \$150.00
- Article XXX*            Revise and amend the Agreements to establish protection under Classification of Work rules.
- Article XXXI*           Revise and amend the Agreements to establish consistent application of equal overtime distribution
- Article XXXII*          Revise and amend the Agreements to provide for time and one half pay for all employee training classes, safety training, rules classes and rules exams, when performed outside the employees' regular bulletin hours or rest days.

- Article XXXIII*      Revise and amend the Agreements to provide for straight time pay for all hours subject to call.
- Article XXXIV*      Revise and amend the BN Agreement to eliminate Appendix G-2 and replace it with the September 25, 1964, Agreement as amended.
- Article XXXV*        Revise and amend all Agreements to provide that any employee has a right to view his/her personal record
- Article XXXVI*      Revise and amend all Agreements to eliminate the current provision to remove employees from the seniority roster with less than three years service, who have been furloughed for one year.
- Article XXXVII*     Revise and amend all Agreements to allow two days floating vacation days to be taken in November and December of each year
- Article XXXVIII*    Revise and amend all Agreements to require a minimum of 50% Friday/Saturday, Saturday/Sunday and Sunday/Monday rest day positions at each location with uniform starting and quitting times.

*Savings Clause:*

Where any of the above described work, or items of work, are currently protected by one of the Agreements or is currently being performed by Carmen through existing rule, practice or interpretation, the fact that the subject matter is included in this notice shall not be construed as an admission in any manner or form that such work or work items are not now covered by one of the scheduled Agreements or practices on the property and is generally recognized as Carmen's work. This shall serve as formal notice to collectively amend each of the scheduled Agreements (BNSF, SLSF, ATSF) currently governing work on the BNSF Railroad. Additionally the Employees reserve the right to amend and/or serve additional notices to be handled concurrently with this notice.

CANADIAN PACIFIC/SOO LINE RAILROAD  
ATTACHMENT "D"

1. Work boots to be furnished at no cost to the Members.
2. Winter overshoes to be furnished at no cost to the Members.
3. Rain gear for inclement weather to be provided where necessary to the Members.

## CSX ATTACHMENT "D"

- Increase Carmen Leader differential.
- Provide for \$1.50 hourly rate differential for Carmen performing training.
- Increase Engine Carpenter rate and add deferential pay for any work performed on a locomotive. Provisions providing for a mandatory penalty for any Engine Carpenter work performed by other crafts on locomotives.
- Revise and amend Rule 8 - Meal allowances
- Increase CDL differential for any job requiring a CDL license.
- Increase Welding differential.
- Remove all split shift provisions.
- Provisions requiring that a minimum of two Carmen or Road/Block Truck Carmen be present at every derailment.
- Provisions requiring that a minimum of two Carmen be sent to perform any work outside of the terminal. This would include Road/Block trucks as well as Car Repair Service Trucks, and inspection work.
- Provisions providing minimum staffing at Outlying Points.
- Revise and amend rules providing for double time in certain situations.
- Revise overtime rules to provide for a minimum of 1 hour at the overtime rate for before and after shift.
- Revise overtime rule to provide for four (4) hours at the applicable overtime rate for minimum call for overtime not continuous with regular shift.



THE GARY RAILROAD  
ATTACHMENT "D"

1. Rain gear for inclement weather to be provided where necessary to the Members.
2. If an employee is required to work beyond their scheduled quit time, they become compensated at a minimum of one full hour at the 1 ½ times pay rate.

INDIANA HARBOR BELT RAILROAD  
ATTACHMENT "D"

1. Protective clothing to be furnished to Members at no cost (eg. Welding protection, oxyacetylene burning protection)
2. Increase of work-boot allowance.
3. Inclement weather clothing protection provided at no cost to the Members.

MANUFACTURERS RAILWAY  
ATTACHMENT "D"

- Apply any and all improvements regarding, but not limited to vacation, paid holidays, personal leave days or qualification regarding the same negotiated by the National Negotiating Committee to the Manufactures Railway Carmen employees
- Increase all on property Carmen differentials

NOPD  
ATTACHMENT "D"

- Apply any and all improvements regarding, but not limited to vacation, paid holidays, personal leave days or qualification regarding the same negotiated by the National Negotiating Committee to the NOPB employees
- Increase all on property Carmen differentials

NS  
ATTACHMENT "D"

- Increase Carmen Leader differential.
- Increase Training Carmen Leader (TGL) differential.
- Increase Welding differential.
- Increase Engine Carpenter rate and add deferential pay for any work performed on a locomotive. Provisions providing for a mandatory penalty for any Engine Carpenter work performed by other crafts on locomotives.
- Paid meals for working overtime and Road/Block Truck jobs that require the employees to leave or go outside home the home terminal to perform any duties.
- CDL differential for any job requiring a CDL license.
- Remove all split shift provisions.
- Revisions in the Student Agreement to increase the first eight (8) weeks pay by \$100.00 per week to \$550.00 per week.
- Provisions/language clarifying Carmen Leaders are not to be utilized, required, trained and/or instructed to question any craft employee and/or required to do any report or the reporting of on the job accidents/injuries and/or safety audits.
- Provisions requiring that a minimum of two Carmen or Road/Block Truck Carmen be present at every derailment.
- Provisions requiring that a minimum of two Carmen be sent to perform any work outside of the terminal. This would include Road/Block trucks as well as Car Service Trucks.
- Provisions providing minimum staffing at Outlying Points.
- Revise Rules for attending Court. Establish provisions/language for the ability to return to work after Court.
- Weekly pay provision.
- \$100.00 Annual Work Boot Allowance.
- Revise START Program allowing more Union input.

UNION PACIFIC RAILROAD  
SEPTEMBER 1, 2003 AGREEMENT  
ATTACHMENT "D"

1. Add Paragraph K to Rule 6:
  - (K) *Employees required to attend Company training of any kind on rest day, before or after bulletined hours, will be paid at the rate of time and one half.*
2. Change Rule 45 to address Mechanics In Charge.
3. Rule 19. Bereavement Leave: Add grandparents, spouses' brothers and sisters.
4. Rule 16. Delete five (5) consecutive work days and change to thirty (30) consecutive work days.
5. Rule 49. Differentials for Carmen:
  - a. Classroom Instructor. Change to \$1.00 per hour.
  - b. Lead Carman. Change to \$1.00 per hour
  - c. Carman - Hours of Service. Change to \$1.00 per hour.
  - d. Carman - AAR Write-up. Change to \$1.00 per hour.
  - e. Carman - Layout Man. Change to \$1.00 per hour.
  - f. Carman Welder. Change to \$1.00 per hour.