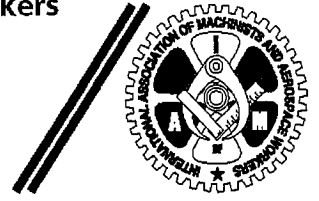


# Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



Robert A. Scardelletti  
National President



File: 279-621

Subject: Mediation  
TCU/IAM ARASA Supervisors  
– New Jersey Transit

March 20, 2014

**SENT VIA EMAIL AND  
OVERNIGHT DELIVERY**

Mr. Daniel Rainey, Chief of Staff  
Acting Director, Mediation Services  
National Mediation Board  
1301 K Street, NW, Suite 250 East  
Washington, DC 20005

Dear Mr. Rainey:

Enclosed are two (2) copies of completed Forms NMB-2 with required exhibits in application for the services of your Board in accordance with and under the provisions of Section 5, First, of the Railway Labor Act, as amended.

This invocation constitutes further efforts on the part of the Organization to settle an existing dispute between New Jersey Transit and the ARASA Supervisors Craft of TCU/IAM concerning this Organization's Section 6 Notice filed on April 12, 2011 to revise wages, rules, and health and welfare.

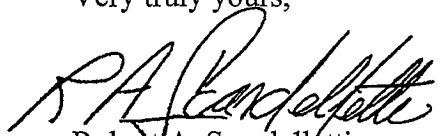
The Organization has three crafts currently unable to settle disputes with New Jersey Transit. The other two crafts, Clerks and Carmen, will also be filing Applications for Mediation Services. The Organization believes it will facilitate settlement if bargaining in mediation is conducted in combination with the other two crafts.

The Parties met in conference on at least two occasions, including the last conference on February 19, 2014. It was clear from the last conference that the Parties were not making any progress in reaching an agreement.

Mr. Daniel Rainey  
March 20, 2014  
Page 2

Therefore, the services of the National Mediation Board are necessary if we are to obtain a peaceful settlement. In accordance with the Railway Labor Act, as amended, it is requested that your Board advise New Jersey Transit of the status quo provisions of the Act. It is further requested that you promptly docket this dispute and assign a Mediator thereto at the earliest practicable date, and that mediation sessions be convened with all affected TCU/IAM crafts present.

Very truly yours,



Robert A. Scardelletti  
National President

Enclosures

cc: W. Murphy, Deputy General Manager, Labor Relations & Administration  
J. M. Parker, National Vice President  
J. J. Derillo, Sr., National Representative/ARASA  
M. G. Klein, General Chairman/ARASA



## Application for Mediation Services

TO THE NATIONAL MEDIATION BOARD, Washington, D. C. 20005: A dispute has arisen between the parties shown below which has not been adjusted between them, and the services of the National Mediation Board under Section 5, First, of the Railway Labor Act, are hereby invoked on specific questions set forth below. The approximate number of employees involved is 226 in the craft(s) or class(es) of Supervisors.

**THE SPECIFIC ISSUE(S) IN DISPUTE** (If necessary extend question on additional sheet or attach exhibit):

The Organization's Section 6 Notice dated April 12, 2011 to revise wages, rules and health & welfare.

### PARTIES TO DISPUTE

Carrier		Organization/Individual	
Carrier Name	New Jersey Transit	Organization Name	Transportation Communications Union/IAM
L. R. Official/Title	William Murphy, Deputy Gen Mgr, LR	Organization Official/Title	R. A. Scardelletti, National President
Address	One Penn Plaza East	Address	3 Research Place
City, State and Zip Code	Newark, NJ 07105-2246	City, State and Zip Code	Rockville, MD 20850
Telephone	973-491-7000	Telephone	301-840-8701
Fax		Fax	301-948-1369
Email	wmurphy@njtransit.com	Email	scardellettir@tcunion.org

### WORKING AGREEMENT

If an agreement governing rates of pay, rules, or working conditions is in effect, give name of parties thereto and date thereof. If there is no such agreement, so state New Jersey Transit-TCU/IAM Supervisors amended thru 6-30-2011

### COMPLIANCE WITH RAILWAY LABOR ACT



God Bless America



The American Railway and Airway Supervisors Association  
Transportation Communications International Union  
AFL-CIO, CLC

Advisory Board

Gary Wertz, William Mills, Clarence Spurlock  
Robert Dube, Steven Hirschbein

Joseph J. Derillo, Sr., International Representative

April 12, 2011

Mr. William B. Murphy  
Deputy General Manager – Labor Relations & Administration  
New Jersey Transit  
One Penn Plaza East  
Newark, NJ 07105-2246

Dear Mr. Murphy:

Please consider this letter as the usual and customary notice served in accordance with Section 6 of the Railway Labor Act of our desire to revise and supplement existing agreement provisions pertaining to wages and rules to the extent set forth in Attachment "A", and to revise and supplement existing agreement provisions pertaining to health and welfare in accordance with the proposal as set forth in Attachment "B". In addition, Attachment "C" pertains to "Common Shop – Craft Rules"; Attachment "D" addresses MofW issues; and Attachment "E" addresses MofE issues. It is further proposed that the desired changes be made effective as of July 1, 2011, unless otherwise specifically noted in said Attachments.

It is our desire that conference on this notice be held at the earliest practicable date and, in any event, on or before July 1, 2011, and that you, within ten (10) days after receipt of this notice, suggest a time, date and place for conference.

Please be advised any agreement negotiated between the parties will be subject to approval of the TCU International President and ratification by the membership.

This notice is in addition to any other requests we have submitted to you which are now pending. We also reserve the right to serve additional notices to be handled concurrently with this notice.

Very truly yours,

Joseph J. Derillo, Sr., International Representative

Martin G. Klein, General Chairman

cc: R. A. Scardelletti, IP



## ATTACHMENT "A"

### Wages:

(a) General Wage Increases:

- (1) 7% General Wage Increase effective July 1, 2011, and each July 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.

### Holidays:

- (a) Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
- (b) Add 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.

**Bereavement Leave:**

- (a) 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) 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.

**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.

**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.

**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%

- (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

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

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 July 1, 2011:

- (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.
- (5) July 1, 2011 – Adjustments in the benefit levels and wage brackets shall be made to reflect the wage increases on July 1, 2011. Thereafter, subsequent adjustments shall be made annually on July 1.

**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"

### Wage Responsibility Adjustment:

- (a) A differential rate will be established to positions on which employees are directly responsible for or signatory to the following:
  - (1) FRA-required tests and inspections.
  - (2) Work requiring EPA certification
  - (3) Positions requiring CDLs.
  - (4) Positions subject to Hours of Service rules.
  - (5) All additional positions that require any other Federal, State, or Municipal government certification and/or licensing, or comparable recognized certification, not mentioned above.
- (b) \$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.
- (c) Eliminate any and all pyramiding restrictions on differential rates.
- (d) Differential rates shall be rolled in to regular rates of pay and employees paid such for all hours compensated for.

### 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.

**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"**

**(Maintenance of Way)**

- a) All Asst. Supervisors to be raised to equal per hour for all Classifications
- b) Eliminate 30 minute unpaid lunches and replace with 20 minute paid lunch and 10 minute coffee break
- c) All ARASA members be required to swipe ID once at some point during the tour
- d) All required specialized license fees to be paid by the carrier (Marty Dobbins – Environmental.)
- e) MW to be responsible for disbursement of overtime, not the carrier
- f) After 5 to 10 years in Supervision, full medical at retirement
- g) Vesting in the NJT pension plan, as eligible (rule of 80)
- h) Re-instate double time
- i) Contract to be edited to infuse previous Appendices into the rules they retain to
- j) Printed and bound copies of entire book to be distributed to all ARASA MW members and new hires as applicable.
- k) Clearly define ARASA Asst. Supervisors to have first choice to Supervisor positions
- l) Life insurance policy to remain in effect after retirement.
- m) Outside vendors to pay a stipend into a fund (to be divided by all unions on property) while performing work in a "Union Shop"
- n) Sadie Hawkins Day (Rollover)
- o) The current number of positions shall remain in effect

**ATTACHMENT "E"**

**(Maintenance of Equipment)**

- a) Private locker/lunch room for Supervisors
- b) All ARASA members be required to swipe ID once at some point during the tour
- c) Rate differential – All foreman rates be adjusted to a higher amount than the highest paid craft employee, with allowances for increases based on interim changes in craft
- d) Tied to the above – Level-III Foremen, when bidding off, can be held 4 months until a replacement candidate can qualify – Mechanical Desk Supervisors can remain 6 months. – The pay is the same, the rules should apply equally.
- e) Mechanical Desk “red phone” or “hotline” needs to be recorded to protect ARASA members from verbal abuse from callers – bear in mind this number is only used by upper management.
- f) If Level-III positions are to remain, Carrier/Union needs to co-operatively revisit the allocation of these positions (currently all but 2 are at the MMC/ROC.) add more Level-III positions.
- g) After 5 to 10 years in Supervision, full medical at retirement
- h) Vesting in the NJT pension plan, as eligible (rule of 80)
- i) Double time pay re-instated
- j) Contract to be edited to infuse previous Appendices into the rules they retain to
- k) Clarify definition of discipline regarding temporary disqualification of Foremen.
- l) Life insurance policy to remain in effect after retirement
- m) Outside vendors to pay a stipend into a fund (to be divided by all unions on property) while performing work in a “Union Shop”
- n) The current number of positions shall remain in effect

Mail to:  
Mediation Department  
National Mediation board  
1301 K Street NW, Suite 250 E

Or fax to:  
Mediation – 202-692-5084  
email:mediation@nmb.gov





God Bless America



The American Railway and Airway Supervisors Association  
Transportation Communications International Union  
AFL-CIO, CLC

Advisory Board

Gary Wertz, William Mills, Clarence Spurlock  
Robert Dube, Steven Hirschbein

Joseph J. Derillo, Sr., International Representative

April 12, 2011

Mr. William B. Murphy  
Deputy General Manager – Labor Relations & Administration  
New Jersey Transit  
One Penn Plaza East  
Newark, NJ 07105-2246

Dear Mr. Murphy:

Please consider this letter as the usual and customary notice served in accordance with Section 6 of the Railway Labor Act of our desire to revise and supplement existing agreement provisions pertaining to wages and rules to the extent set forth in Attachment "A", and to revise and supplement existing agreement provisions pertaining to health and welfare in accordance with the proposal as set forth in Attachment "B". In addition, Attachment "C" pertains to "Common Shop – Craft Rules"; Attachment "D" addresses MofW issues; and Attachment "E" addresses MofE issues. It is further proposed that the desired changes be made effective as of July 1, 2011, unless otherwise specifically noted in said Attachments.

It is our desire that conference on this notice be held at the earliest practicable date and, in any event, on or before July 1, 2011, and that you, within ten (10) days after receipt of this notice, suggest a time, date and place for conference.

Please be advised any agreement negotiated between the parties will be subject to approval of the TCU International President and ratification by the membership.

This notice is in addition to any other requests we have submitted to you which are now pending. We also reserve the right to serve additional notices to be handled concurrently with this notice.

Very truly yours,

Joseph J. Derillo, Sr., International Representative

Martin G. Klein, General Chairman

cc: R. A. Scardelletti, IP



3 Research Place + Rockville, Maryland 20850-3279



## ATTACHMENT "A"

### Wages:

- (a) **General Wage Increases:**
  - (1) 7% General Wage Increase effective July 1, 2011, and each July 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.

### Holidays:

- (a) Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
- (b) Add 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.

**Bereavement Leave:**

- (a) 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) 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.

**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.

**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

~~limit to any limits on the number of visits to a service provider~~

- (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.

**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

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 July 1, 2011:

- (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.
- (5) July 1, 2011 – Adjustments in the benefit levels and wage brackets shall be made to reflect the wage increases on July 1, 2011. Thereafter, subsequent adjustments shall be made annually on July 1.

**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"

Wage Responsibility Adjustment:

- (a) A differential rate will be established to positions on which employees are directly responsible for or signatory to the following:
  - (1) FRA-required tests and inspections.
  - (2) Work requiring EPA certification
  - (3) Positions requiring CDLs.
  - (4) Positions subject to Hours of Service rules.
  - (5) All additional positions that require any other Federal, State, or Municipal government certification and/or licensing, or comparable recognized certification, not mentioned above.
  
- (b) \$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.

(c) FRA Hours of Service restrictions on differential rates

- (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.

**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"**

**(Maintenance of Way)**

- a) All Asst. Supervisors to be raised to equal per hour for all Classifications
- b) Eliminate 30 minute unpaid lunches and replace with 20 minute paid lunch and 10 minute coffee break
- c) All ARASA members be required to swipe ID once at some point during the tour
- d) All required specialized license fees to be paid by the carrier (Marty Dobbins – Environmental.)
- e) MW to be responsible for disbursement of overtime, not the carrier
- f) After 5 to 10 years in Supervision, full medical at retirement
- g) Vesting in the NJT pension plan, as eligible (rule of 80)
- h) Re-instate double time
- i) Contract to be edited to infuse previous Appendices into the rules they retain to
- j) Printed and bound copies of entire book to be distributed to all ARASA MW members and new hires as applicable.
- k) Clearly define ARASA Asst. Supervisors to have first choice to Supervisor positions
- l) Life insurance policy to remain in effect after retirement.
- m) Outside vendors to pay a stipend into a fund (to be divided by all unions on property) while performing work in a "Union Shop"
- n) Sadie Hawkins Day (Rollover)
- o) The current number of positions shall remain in effect

**ATTACHMENT "E"**

**(Maintenance of Equipment)**

- a) Private locker/lunch room for Supervisors
- b) All ARASA members be required to swipe ID once at some point during the tour
- c) Rate differential – All foreman rates be adjusted to a higher amount than the highest paid craft employee, with allowances for increases based on interim changes in craft
- d) Tied to the above – Level-III Foremen, when bidding off, can be held 4 months until a replacement candidate can qualify – Mechanical Desk Supervisors can remain 6 months.  
– The pay is the same, the rules should apply equally.
- e) Mechanical Desk “red phone” or “hotline” needs to be recorded to protect ARASA members from verbal abuse from callers – bear in mind this number is only used by upper management.
- f) If Level-III positions are to remain, Carrier/Union needs to co-operatively revisit the allocation of these positions (currently all but 2 are at the MMC/ROC.) add more Level-III positions.
- g) After 5 to 10 years in Supervision, full medical at retirement
- h) Vesting in the NJT pension plan, as eligible (rule of 80)
- i) Double time pay re-instated
- j) Contract to be edited to infuse previous Appendices into the rules they retain to