

# **BLET-ATTACHMENT A**

## **WAGE ISSUES**

### **1. COST-OF-LIVING ALLOWANCE**

- a) 3-month adjustment periods
- b) Allow 1 cent for each 0.1 full point change
- c) Immediately incorporated into the basic rates of pay for all purposes
- d) Full COLA w/o caps or limitations continuing into status quo period beyond the moratorium, incorporated into basic pay rates.

### **2. GUARANTEED WEEKLY MONTHLY AND YEARLY INCOME**

- a) Maximum REQUIRED hours/miles of work per week
- b) Formula developed to allow semimonthly/weekly payments

### **3. GENERAL WAGE INCREASE**

- a) Provide for a 7% general wage effective January 1, 2005 and each January 1 thereafter
- b) General wage increases applicable to all basis of pay
- c) Interest on retroactivity, underpayments, and awards

### **4. BASIC DAY THROUGH FREIGHT SERVICE**

- a) Restore basic day to 100 miles

### **5. MILES OVER THE BASIC DAY**

- a) Provide for the payment of the same rate of pay for all miles worked

### **6. OVERTIME**

- a) Provide for overtime at 2 times the basic daily rate for all hours worked in excess of 8 hours regardless of miles run
- b) Provide for overtime payments for all engineers and trainmen, regardless of class of service, for all starts initiated within a 22 and one half hour period of a previous start

### **7. SHIFT DIFFERENTIAL**

- a) Twenty-five percent (25%) differential when required to work between the hours of 6 pm and 6 am; weekends and holidays,
- b) applicable to all classes of service

### **8. ENTRY RATES – TWO-TIER PAY SYSTEMS**

- a) Eliminate all service scales, entry rates/two-tier pay systems

### **9. WAGE DIFFERENTIAL**

- a) Allow an engineer 140% of the next highest paid crew member - no matter how derived
- b) Allow additional compensation for handling, setting up and operating remotely operated locomotives, i.e. IDP, DP, Black Box
- c) Allow additional compensation for the handling and operation of tonnage trains

- d) Increase current Special Pay Differential and Thru Freight Allowance
- e) Establish additional payments for engineers and trainmen who remain available a required number of days per month
- f) Standardize rates of pay (roll existing weight on drivers calculations into basic day)
- g) Establish agreement setting maximum train lengths

**10. CERTIFICATION/RECERTIFICATION ALLOWANCE**

- a) Increase the Certification allowance to \$25.00 per start or tour of duty worked, subject to future wage increases
- b) Standardize payments for all medical/operational testing requirements under recertification, i.e. vision, hearing, checkride, written or computerized exam
- c) Allow engineers and trainmen to attend fully compensated recertification classes at Carrier's technical training center on voluntary basis
- d) Standardize agreements allowing engineers and trainmen the right to work in any class of service where seniority is held during periods when engineer's certificate is suspended or revoked.

**11. TECHNOLOGY ALLOWANCES**

- a. Standardize allowances for remote control operations
- b. Standardize allowances for positive train control operations

**RULES**

**12. GUARANTEED EXTRA BOARDS**

- a) Establish by agreement a maximum/minimum number of boards - maximum/minimum number of engineers and/or trainmen per board
- b) Guarantee established at \$7,000.00 per month, subject to future wage increases
- c) Guarantee payment will comport to method of payment of home railroad
- d) Allow all penalty and arbitrary payments over and above guarantee payments
- e) Establish system agreement for rest day extra boards
- f) Establish "Foot of the board" provisions for all extra boards
- g) Standardize lay off period for guaranteed extra boards

**13. JOB SECURITY**

- a) Guaranteed employment and /or displacement/dismissal allowance for all sale/lease/abandoned lines
  - 1. home railroad
  - 2. acquiring railroad or corporation
- b) Maintenance of compensation and working conditions - Schedule Agreement
- c) National first right of hire for engineers and trainmen
- d) Protective benefits equal to an employees years of service for all New York Dock/Washington Job related transactions
- e) New York Dock/Washington Job Employee protection for loss of work to outside contractors

**14. ASSISTANT ENGINEERS**

- a) Provide sufficient supply to allow ample time off and provide an adequate source of supply of qualified engineers
- b) Second qualified engineer mandatory on runs exceeding four (4) hours on duty with no reduction of labor force except through attrition

**15. DEADHEADING**

- a) Deadhead time (where trip rates are not applicable) will be paid, actual miles or hours, whichever is the greater, and computed separately from other allowances, with a minimum of a basic day, for all employees regardless of service date

**16. CAB CONDITIONS**

- a) Improve and expand agreement conditions providing for a safe, sanitary and healthy locomotive cab
- b) maintain cab temperature at no less than 70 degrees nor more than 80 degrees
- c) provide for improved mechanical refrigeration for food and beverages, microwave oven, AM/FM radio, high intensity cab lighting, BLE approved locomotive seats

**17. ENGINEER RESPONSIBILITY/AUTHORITY**

- a) Engineer be granted additional/expanded authority over ground crew members supporting the movement of trains
- b) Engineer's will be paid additional compensation when required to file reports

**18. HELD-AWAY-FROM-HOME TERMINAL TIME**

- a) Provide for payment for all time at held-away-from-home terminal
- b) Allow for actual reimbursement for all meals, with a minimum of \$15.00 for a layover between four and twelve hours, \$25.00 for a layover between twelve and twenty eight hours and \$35.00 for a layover exceeding twenty four hours

**19. LODGING AGREEMENT**

- a) Suitable lodging to be provided by the carrier and agreed upon on a local basis as agreed upon by BLET Local Chairman
- b) Increase in lieu of lodging reimbursement and reverse lodging reimbursement
- c) Establish payment for meals and lodging while force assigned

**20. REST PERIOD**

- a) Engineers and trainmen will be allowed up to 30 hours of undisturbed rest, on request without violating any Carrier availability policy

**21. STANDARDIZE LAY-OFF/MARK UP RULE**

- a) Standardize agreements to allow engineers and trainmen a set number of days that they may lay off after working the required number of hours/miles/days during an agreed upon measurement period.
- b) Establish agreement that requires Carrier to approve advance lay off request in a timely manner

**22. MAXIMUM WORK HOURS**

- a) Establish a maximum number of hours an engineer and trainmen is required to be available during any given week and/or month in all classes of service

**23. ENGINEER/TRAINMEN TRAINING**

- a) Establish a system rule to require minimum standards in the training of locomotive engineers and trainmen
- b) Standardize and increase training allowance

**24. MEAL EN ROUTE**

- a) Engineers and trainmen on duty in excess of 4 hours will be provided a hot meal or time to obtain hot meal en route
- b) Increase meal allowance in route

**25. CALLING RULE**

- a) Establish a rule to require a carrier to provide engineers and trainmen with an 8-Hour call before service is to be performed
- b) Establish specific starting time brackets for engineers and trainmen
- c) Establish rule to allow engineers and trainmen to go under pay at the time that they receive their call for service
- d) Standardize rule to allow additional payment for all engineers and trainmen used for service off of their assignment
- e) Establish rule to allow for penalty payment when engineers and trainmen are not provided timely and accurate line up information
- f) Establish rule to allow engineers and trainmen to be afforded trip/train specific information

**26. AMEND INITIAL AND FINAL TERMINAL DELAY RULES**

- a) Terminal delay payments will apply to all engineers and trainmen regardless of service date where trip rates are not in effect
- b) Eliminate grace periods and offsets to terminal delay payments where trip rates are not in effect

**27. INTERDIVISIONAL SERVICE**

- a) Provide for payment for all time at held-away-from-home terminal
- b) Overtime after eight hours on duty regardless of length of run
- c) Engineers and trainmen on duty in excess of 4 hours will be provided a hot meal or time to obtain a hot meal en route
- d) 8-Hour call at home terminal
- e) Minimum 10 hour's undisturbed rest at away-from-home terminal upon request
- f) Automatic certification as adversely affected for all employees affected by an Interdivisional transaction
- g) Provide transportation or reasonable allowance if reporting to a point more than 10 miles from one's home

## BENEFITS

### 28. PAID PERSONAL LEAVE DAYS

- a) Effective January 1, 2005, all engineers and trainmen represented by the Brotherhood of Locomotive Engineers and Trainmen shall have their personal leave days increased the calendar year.
- b) Longevity Scale
- c) Unused personal leave paid or carried over at employee's option

### 29. SUPPLEMENTAL SICK LEAVE PLAN

- a) Effective January 1, 2005, 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.
- b) Benefit days remaining unused at the end of the first calendar year will be placed in a "Sick Leave Reserve Account," to which the following year's sick leave accrual will be added. Benefits may be used from the first day of illness or injury, so long as the employee's account balance is not exhausted, whether or not RUIA sickness benefits are paid to the employee.
- c) Sick leave benefits 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.
- d) Employees may draw upon their Reserve Accounts for maternity and paternity leave.

### 30. PROFIT SHARING

- a) Provide all engineers and trainmen with a profit sharing plan equivalent to that of the highest officer of the carrier.

### 31. SHORT TERM/LONG-TERM DISABILITY

- a) 100% of average monthly compensation - first 12 months
- b) 80% of average monthly compensation - until age 62

### 32. 401 K RETIREMENT ACCOUNTS

- a) Similar to accounts established under Section 401K of the Tax Code
- b) Contribution by the carrier to be dollar for dollar match of employees contribution full match up to 3%
- c) Establish agreement to add Labor Member to sit on Board of Directors

### 33. HOLIDAYS

- a) Amend existing agreements governing paid holidays to provide Martin Luther King Jr's, birthday, Election day and one floating holiday
- b) Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
- c) Eligible employees entitled to day off with pay, or if required to work on enumerated holiday, paid at two times the regular rate for a minimum of eight (8) hours, in addition to their regular compensation.

**34. 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 to 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.

**35. BEREAVEMENT LEAVE**

- a) Effective January 1, 2005, revise the current bereavement leave rules by adding mother-in-law, father-in-law; grandparent; grand child; stepparent; stepchildren; spouses stepparent
- b) Modify agreement to allow four (4) consecutive workdays' bereavement leave to be taken any time until seven (7) days after the death without restriction

**36. VACATIONS**

Amend the National Vacation Agreement as Follows:

- a) Two (2) weeks vacation after 1 or more years of service
- b) Three (3) weeks with pay based upon completion of five (5) or more calendar years of service and upon meeting the qualifying requirements
- c) Four (4) weeks with pay based upon completion of eight (8) or more calendar years of service and upon meeting the qualifying requirement
- d) Five (5) weeks with pay based upon completion of fifteen (15) or more calendar years of service and upon meeting the qualifying requirements
- e) Six (6) weeks with pay based upon completion of twenty (20) or more calendar years of service and upon meeting the qualifying requirements
- f) Allow engineers and trainmen to set aside up to two weeks of vacation to be taken in single day increments
- g) Allow vacation to be prorated for engineers and trainmen who do not qualify for all of their vacation on the same percentage that the engineers or trainmen's worked in the preceding year

**37. AMEND ARTICLE VIII OF AWARD OF ARBITRATION BOARD 458**

- a) Amend Article VIII, Sections 1 and 2 – "reasonable walking distance"
- b) Amend Article VIII, Section 3 - Incidental Work

**38. FAMILY AND MEDICAL LEAVE ACT**

- a) The provisions of the federal Family and Medical Leave Act of 1993 shall apply to all employees covered by this agreement, subject to the following:
  - All employees covered by this agreement shall be considered eligible regardless of any restrictions contained in the Act requiring a certain number of employees to be employed within a certain radius of a worksite.
  - The twelve (12)month period in which eligible employees may take unpaid leave shall be the calendar year.

- Each employee shall be entitled to take up to 12 weeks of unpaid leave, regardless of whether their spouse is also an employee of the carrier.
- Parent-in-law, grandparents and grandchildren shall be added to the list of those for whom eligible employees may take unpaid leave.
- Payments for benefits under the Railroad Employees National Health and Welfare Plan shall be continued without cost to the employee during any period when an employee is taking FMLA leave.

### **39. INFORMATION REQUESTS**

Upon request, the Carrier shall provide the Organization with information reasonably necessary to administer and negotiate the collective bargaining agreement.

### **40. SALES, LEASES AND ABANDONMENTS**

- a) Six month notice of transactions.
- b) Transaction conditioned on agreement to conditions for employees no less protective than New York Dock.
- c) Employment of employees affected by transaction under conditions prescribed by existing agreements and recognition of union.

### **41. MISCELLANEOUS**

- 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 the Agreement.
- b) Rule against outsourcing scope work.
- c) Provide for elimination of camp cars, outfit cars, trailers and other mobile lodging facilities provided by the Carrier and provide that all employees shall receive single occupancy lodging and full reimbursement of expenses for meals and telephone while away from home.
- d) Provide mileage reimbursement and pay at the applicable straight time or overtime rates for all time expended traveling between home and away from home lodging locations or work location and from one work point to another.
- e) Eliminate incidental/simple task rules.
- f) Full reimbursement for all required safety equipment.

### **42. LABOR-MANAGEMENT COMMITTEES TO BE ESTABLISHED BY AGREEMENT ONLY**

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

### **43. SAVINGS CLAUSE**

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.