

## **BLET Attachment “A”**

- I. **COMPENSATION.** Change existing agreements as follows:
  - A. General Wage Increases — provide for a general wage increase effective January 1, 2020 and each January 1 thereafter, applicable to all rates of pay.
  - B. Cost-of-Living Allowance.
    - 1. Adjust all wage rates quarterly by 1 cent for each 0.1 increase in the CPI-W and continue such adjustments unless changed by future agreement.
  - C. Guaranteed Income.
    - 2. Establish maximum required hours/miles of work per week.
    - 3. Create schedule for semimonthly/weekly payments.
  - D. Alternative Compensation.
    - 1. Establish where not existing, and revise where existing, a profit sharing plan equivalent to that provided the highest officer of the carrier.
    - 2. Establish a committee of equal labor and management representatives to administer alternative compensation plans.
    - 3. Provide basis for including other forms of compensation in the economic package.
  - E. Overmiles — pay all overmiles at the prorated daily rate.
  - F. Overtime — time and one-half pay for work beyond twelve (12) hours on road service assignments that are not already on overtime prior to the twelfth hour.
  - G. Guaranteed Extra Boards.
    - 1. Establish maximum/minimum number of boards and maximum/minimum number of engineers per board.
    - 2. Guarantee established at a minimum of \$11,000.00 per month effective January 1, 2020, subject to future wage increases.
    - 3. Guarantee payment will comport to method of payment of home railroad.
    - 4. Pay all penalty and arbitrary payments over and above guarantee payments.
    - 5. Establish where not existing, and revise where existing, agreements rest day for extra boards.
    - 6. Establish where not existing, and revise where existing, “foot of the board” provisions for all extra boards.
    - 7. Establish where not existing, and revise where existing, lay off period for guaranteed extra boards.
    - 8. Engineer option to hold position at top of board/pool if statutory rest period has not concluded.
    - 9. Engineer option to elect “smart rest” to reset HOS start clock.
  - H. Wage/Shift differential and other additions to basic pay.
    - 1. Pay twenty-five percent (25%) pay differential to employees required to work between the hours of 6:00 p.m. and 6:00 a.m., and on weekends and holidays, applicable to all classes of service.
    - 2. Provide additional compensation for handling, setting up and operating remotely operated locomotives, including Distributive Power.
    - 3. Provide additional compensation for the handling and operation of tonnage trains.
    - 4. Increase current Special Pay Differentials— including, but not limited to, short crew payments/allowances, productivity fund payments and productivity savings sharing payments—and Local Freight Allowance.

5. Establish where not existing, and revise where existing, additional payments for employees who remain available an established number of days per month.
  6. Where trip rates are not applicable, deadhead time will be paid in 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.
- I. Establish maximum train lengths.
  - J. Entry Rates / Two-Tiered Pay System.
    1. Eliminate all entry rates and two-tier pay arrangements.
  - K. Allowances.
    1. Increase Certification Allowance to \$28.00 per start or tour of duty worked, subject to future wage increases.
    2. Establish where not existing, and revise where existing, payments for all medical/operational testing requirements under recertification (i.e., vision, hearing, check ride, written or computerized exam).
    3. Establish where not existing, and revise where existing, allowances for remote control operations.
    4. Establish where not existing, and revise where existing, allowances for positive train control operations.
  - L. Miscellaneous
    1. Fully compensate employees who attend certification or recertification classes.
    2. Establish where not existing, and revise where existing, agreements allowing engineers and conductors whose certificates are suspended or revoked to work in any class of service where seniority is held until certificate is restored.
    3. Establish where not existing, and revise where existing, “foot of the board” provisions for pool service.

II. **WORKING CONDITIONS.** Change existing agreements as follows:

- A. Job Security.
  1. Require all trains to be crewed by at least two (2) crew members, one of whom will be a certified locomotive engineer. On properties where the BLET represents train service employees, the second crew member will be a certified conductor.
- B. Transactions.
  1. Extend Article VII of the May 31, 1996 “Core” National Agreement to cover transactions involving States, over which the Surface Transportation Board does not take jurisdiction.
  2. Provide at least six (6) months’ advance notice of transactions.
  3. Condition all transactions on the provision of employee protective conditions no less beneficial than *New York Dock*.
  4. Certify as adversely affected under WJPA all employees affected by an Interdivisional Service transaction, with benefits for a period equal to length of service, and provide transportation or reasonable allowance in lieu thereof if reporting to a point more than ten (10) miles from one’s home.
  5. Guarantee employment and/or displacement/dismissal allowance for employees affected by line sales/leases/abandonments on both (a) the home railroad and (b) the acquiring railroad or corporation.

6. Condition all transactions upon the acquiring entity maintaining existing compensation and working conditions and recognition of the Organization as collective bargaining representative.
  7. Provide a national first right of hire to all employees adversely affected by transactions.
  8. Increase protective periods to the equivalent of an employee's years of service for all *New York Dock*/WJPA-covered transactions.
- C. Technology.
1. Provide lifetime job and wage protection, subject to future wage increases, for all employees affected by PTC and other technology, whether publicly or privately financed.
  2. Transporting High-Level Radioactive Waste and Spent Nuclear Fuel ("HLW/SNF").
    - a. Compensation.
      - i. Pay all BLET-represented employees transporting HLW/SNF a percentage premium for all shipments handled.
      - ii. Make whole all BLET-represented employees held off their turn or assignment to handle shipments of HLW/SNF for lost earnings in addition to all wages earned during shipment of HLW/SNF.
    - b. Safety provisions.
      - i. Provide all BLET represented employees transporting HLW/SNF with personal dosimetry capable of measuring gamma radiation emitted by the shipment. TLD, film badge, or digital dosimeter is recommended.
      - ii. Dosimetry must be worn by the crew at all times while on duty.
      - iii. Provide Dosimetry results to each employee transporting HLW/SNF and his immediate supervisor prior to the employee's next exposure to HLW/SNF, but in no case less than one month after transport. This measurement will be considered the legal record of exposure.
      - iv. Provide all BLET-represented employees whose duties may require them to be in close contact with cars carrying HLW/SNF with dosimetry.
      - v. Ensure that the whole body exposure of any BLET-represented employee engaged in the transportation of HLW/SNF, or in close contact with cars carrying HLW/SNF, does not exceed 100 mrem/year and protect such employees who reach that level from further exposure to HLW/SNF until the start of the next calendar year.
      - vi. Provide for female employees to, at any time, declare themselves to be Declared Pregnant Workers ("DPWs") and remove themselves from the list of employees qualified to be exposed to HLW/SNF and do not require such employees to transport or otherwise be exposed to HLW/SNF until such a time as they revoke their DPW status in writing to the Carrier.

- vii. Provide that crews will not be deadheaded on trains transporting HLW/SNF under any circumstances.
- viii. Provide that trains transporting HLW/SNF will not be unnecessarily delayed.
- ix. Provide for all BLET-represented employees on trains transporting HLW/SNF to be removed immediately at crew change points, upon reaching the federal hours of service, or at any time when it becomes apparent that the train will be tied down short of the terminal.
- x. Provide that trains transporting HLW/SNF will hold the mainline at meeting points when practicable.
- xi. Provide that BLET-represented employees will not be required to assist in decontamination of equipment or personnel or assist in spill, containment, or firefighting procedures.
- xii. Provide that locomotives used to transport HLW/SNF must have working dynamics, locking doors and windows and a reliable second means of communication separate and apart from the carrier's radio communication.
- xiii. Provide that locomotives used to transport HLW/SNF must meet all standards of 49 C.F.R. Part 229 prior to use.

c. Training.

- i. Once qualified, employees shall be deemed qualified for two-year periods.
- ii. Qualification shall consist of training on the following:
  - (a) The risks of radiation exposure.
  - (b) Radiological fundamentals.
  - (c) Radiation protection concepts. (Must include dosimetry types and their use, and time/distance/shielding concepts.)
  - (d) Physical design features, limits, policies, and procedures.
  - (e) Routine and emergency actions. (Must include spill and containment actions, personal decontamination, and security response.)
  - (f) Individual rights and responsibilities.
  - (g) Individual exposure reports.
  - (h) Shipment security
  - (i) ECP brake systems, where in use.

D. Cab conditions.

- 1. Improve and expand agreement provisions requiring a safe, sanitary and healthy locomotive cab.
- 2. Provide that cab temperature be maintained at no less than 70° Fahrenheit or more than 80° Fahrenheit at maximum authorized speed.
- 3. Provide for improved mechanical refrigeration for food and beverages, microwave oven, high intensity cab lighting, BLET approved locomotive seats.
- 4. Provide that locomotive consist be managed so that locomotive consists are reentered at the first available location to ensure that a locomotive with a working toilet and working air conditioning is positioned on the lead.

- E. Provide full reimbursement for all required personal protective equipment.
- F. Away-From-Home-Terminal Conditions.
  - 1. Provide payment for all time held at the away-from-home terminal after expiration of ten (10) hours off duty.
  - 2. Provide reimbursement for full cost of all meals, with a minimum of \$24.00 for a layover between four and twelve hours, \$40.00 for a layover between twelve and twenty-four hours and \$56.00 for a layover exceeding twenty-four hours.
  - 3. Provide suitable lodging at the carrier's expense, as agreed upon on a local basis by BLET General Chairman/Chairmen having jurisdiction and/or his/their designees.
  - 4. Increase in lieu of lodging reimbursement and reverse lodging reimbursement.
  - 5. Establish where not existing, and revise where existing, payment for meals and lodging while force assigned.
  - 6. Provide employees on duty in excess of four (4) hours with a hot meal or time to obtain hot meal en route.
  - 7. Increase meal allowance en route.
- G. Work/Rest and Calling.
  - 1. Allow employees up to thirty (30) hours of undisturbed rest, upon request, without violating any carrier availability policy.
  - 2. Establish where not existing, and revise where existing, agreements to allow employees 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.
  - 3. Require carrier to approve advance lay off request in a timely manner.
  - 4. Establish where not existing, and revise where existing, maximum number of hours an employee is required to be available during any given week and/or month in all classes of service.
  - 5. Require a carrier to provide a 10-hour call before service is to be performed.
  - 6. Establish where not existing, and revise where existing, specific starting time brackets.
  - 7. Allow employees to go under pay at the time that they receive their call for service.
  - 8. Establish where not existing, and revise where existing, rule to allow additional payment for all employees used for service off of their assignment.
  - 9. Allow for penalty payment when employees are not provided timely and accurate line-up information.
  - 10. Require that employees be afforded trip- or train-specific information.
- H. Discipline and Certification Revocation.
  - 1. Require in all discipline and/or FRA certification revocation matters that the carrier provide the accused and his/her duly accredited representative, as part of the investigation/revocation hearing notice, a copy of all evidence (e.g., paper and/or electronic documents, including but not limited to electronic, video and audio data) upon which it relied in preferring the charges referenced in the notice, and will update this disclosure as soon as practicable upon receipt of additional evidence upon which it intends to rely in conducting the investigation/revocation hearing. Disclosure material must be received at least three (3) days prior to the date the hearing is scheduled to begin.

2. Require that, in addition to disclosure in all discipline and/or FRA certification revocation matters, the carrier supply relevant information requested by the duly accredited representative in a discovery request.
  3. Standardize discipline rules and procedures.
  - I. Military service — protect earnings and guarantees for all time spent in mandatory military service, offset by military pay, credit all days in military service toward vacation qualification and any other benefit that is based on workdays.
  - J. Jury duty — eliminate basic day maximum and 60-day annual maximum.
- III. **BENEFITS.** Change existing agreements as follows:
- A. Paid Time Off.
    1. Vacations.
      - a. Improve vacation benefits by providing:
        - i. two weeks' vacation after (i) one or more years of service, (ii) 160 qualifying days, and (iii) 240 qualifying days in the preceding year;
        - ii. three weeks' vacation after (i) five or more calendar years of service, (ii) 800 qualifying days, and (iii) 240 qualifying days in the preceding year;
        - iii. four weeks' vacation after (i) eight or more calendar years of service, (ii) 1,280 qualifying days, and (iii) 240 qualifying days in the preceding year;
        - iv. five weeks' vacation after (i) fifteen or more calendar years of service, 2,400 qualifying days, and (iii) 240 qualifying days in the preceding year; and
        - v. six weeks' vacation after twenty or more calendar years of service, 3,200 qualifying days, and (iii) 240 qualifying days in the preceding year.
      - b. Allow BLET-represented employees to set aside up to two (2) weeks of vacation to be taken in single day increments, with a savings clause for agreement provisions currently permitting three (3) or more weeks of single-day vacations.
      - c. Allow vacation to be prorated for employees who do not qualify for all of their vacation on the same percentage that they worked in the preceding year.
      - d. Establish where not existing, and revise where existing, a vacation allocation process.
      - e. Establish where not existing, and revise where existing, process for assignment of vacations to Local Chairmen.
      - f. Establish where not existing, and revise where existing, vacation vacancy bidding process.
    2. Personal/sick leave.
      - a. Increase personal leave days to reflect a maximum equal to the number of holidays and eliminate the longevity scale.
      - b. Allow unused personal leave days to be either paid or carried over, without limitation, at the individual employee's option.
      - c. Remove prohibition against utilizing personal leave days while working on any assignment that is eligible for holiday pay.

- d. Provide each employee having at least one year of service with twelve (12) days of paid sick leave each calendar year, which may be used from the first day of illness, injury, and maternity/paternity leave, and that thereafter paid sick leave benefits shall accrue at the rate of one (1) day per month for each month of compensated service, with unlimited accumulation.
  - e. Provide that sick leave days remaining unused at the end of the first calendar year be placed in a "Sick Leave Reserve Account," to which the following year's sick leave accrual will be added.
  - f. Provide for all accrued sick leave to be paid at the time of retirement or termination.
- B. Short-Term Disability/Long-Term Disability.
- 1. Increase current \$40.00 monthly short-term disability contribution to \$62.35, to be further increased thereafter by subsequent wage increases.
  - 2. Establish where not existing, and revise where existing, a carrier-funded disability plan that provides (a) 100% of average monthly compensation, adjusted for subsequent wage increases, for the first twelve (12) months of disability, and (b) 80% of average monthly compensation, adjusted for subsequent wage increases, thereafter, payable until normal retirement age.
- C. Section 401(k) accounts.
- 3. Establish accounts on those properties where they do not already exist.
  - 4. Provide for the carrier to match dollar-for-dollar the employee's contribution up to three percent (3%) of gross earnings.
  - 5. Provide for at least one member of the Board of Directors to be selected by the Union.
- D. Off-Track Vehicle Coverage.
- 1. Increase existing benefits for employee injuries suffered in a covered accident 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.
  - 2. Increase aggregate limit of payments for any one accident to \$20 million.
  - 3. Provide insurance with benefits comparable to the foregoing amounts to cover employees injured or killed in an accident while riding in a Carrier-contracted van service regardless of negligence by the van operator.
  - 4. Provide for injured employees to be entitled to disability payments.
- E. Bereavement Leave.
- 1. Revise the current bereavement leave rules by adding death of mother-in-law, father-in-law, grandparent, grandchild, stepparent, stepchildren, and spouse's stepparent to coverage.
  - 2. Modify agreement to allow four (4) consecutive days' bereavement leave with pay to be taken any time until seven (7) days after the death without restriction.

IV. **SAVINGS CLAUSE.** With regard to the settlement of any issue identified in this Notice, an individual committee representing employees party hereto may elect to preserve any existing agreement provision(s) where more beneficial.