



**UNIFIED SYSTEM DIVISION  
NEWSLETTER  
VOLUME 21 - May, June, July, August 2012**

“A right delayed is a right denied. “



**CARRIER SPECIFIC CONTRACT RESULTS  
EFFECTIVE JULY 1, 2012**

**TERMS OF AGREEMENT BETWEEN  
Brotherhood of Maintenance of Way Employees/IBT  
And  
Union Pacific Railroad**

The following provisions will apply to the territories coming within the jurisdiction of the collective bargaining agreements (CBA) dated January 1, 2011 (MP), July 1, 2001 (UP), November 1, 2001 (CNW), and December 31, 2003 (SPWL), subject to all Class 1 railroads reaching Carrier-specific agreements regarding away from home expense issues and the ratification of the National Agreement between the Brotherhood of Maintenance of Way Employees Division/IBT (BMWED) and the National Carriers' Conference Committee.

- Effective no more than sixty (60) calendar days after ratification, per diem allowances for meals will be increased by \$4.00 applied to the weighted average of straight time days worked by employees headquartered on-line in a month. That adjustment results in the following per diem allowances paid according to work schedules, as follows:

		Meals	Lodging	Incidental
Compressed halves – 10 or more hours	\$ 118.47	\$ 29.00	\$ 77.00	\$ 12.47
4 10s	\$ 108.82	\$ 29.00	\$ 77.00	\$ 2.83
8 hour work days	\$ 86.01	\$ 29.00	\$ 57.01	

- Per diem allowances provided to employees headquartered on-line or in other mobile service will only be paid on days when compensated service is performed and days scheduled but not worked at the direction of management (e.g., Hours of Service required rest for CDL drivers, inclement weather).
- No per diem allowance will be paid to an employee headquartered on-line or in other mobile service who is working (work site reporting) within fifty (50) miles of their residence.
- Per diem allowances for meals will increase an additional two dollars (\$2.00) on January 1, 2015.

		Meals	Lodging	Incidental
Compressed halves – 10 or more hours	\$ 120.47	\$ 31.00	\$ 77.00	\$ 12.47
4 10s	\$ 110.82	\$ 31.00	\$ 77.00	\$ 2.83
8 hour work days	\$ 88.01	\$ 31.00	\$ 57.01	

- The increases to meal and lodging allowances listed in sections 1 and 4 above will be applicable to any Collective Bargaining Agreement provision for payment of meals and lodging other than where a higher allowance or uncapped actual and necessary expenses are allowed. If lodging is not provided by the Company, the schedule of the employee's position will determine the amount of reimbursement or allowance for lodging. Agreement provisions that allow paid lodging and meals for employees who stay at the work location on their rest days are also amended to the amounts above. Meal allowances are not payable on days when lodging is not reimbursed or provided by the Company.
- The parties agree to the creation of a Trainee position, which will be an entry level position for new hires.
  - The Carrier may hire entry level positions (trackman, laborers and helpers) as Trainee positions without a vacancy.
  - Employees hired as a Trainee will not be subject to exercises of seniority (examples include bids or displacements) during his or her probationary period.
  - At the expiration of the Trainee's probationary period, he or she must bid to a vacant position or report for recall. If no extra work is available, he or she will be furloughed.
  - Trainees may be assigned to permanent positions which have been previously bulletined, prior to the expiration of their probationary period with their manager's approval. If so assigned, the trainee may be displaced by senior employees in the nor-

- mal exercise of seniority rights.
- e. If a regularly assigned employee would otherwise furlough and a newly hired employee is occupying a Trainee position at a location where the regularly assigned employee possesses seniority rights, the Company and General Chairman will confer and determine how to keep the regularly assigned employee in compensated service so long as a new hire is occupying a Trainee position in that district/division.
  7. An unqualified employee awarded a welder or crane operator (>30 tons) position can only bid to positions with the same or a higher rate of pay and cannot voluntarily accept an assignment in a lower rated position during the twelve (12) month period after assignment. This provision does not change any other Agreement provisions that have similar restrictions on seniority for any other positions.
  8. The increases to meal and lodging allowances listed in sections 1 and 4 above will be applicable to "D" designated prior right employees holding Machine Operator positions, as outlined in Attachment B dated November 19, 1998, of the D&RGW Implementing Agreement. However, that Agreement is amended such that no allowance will be paid to an employee who is working (work site reporting) within fifty (50) miles of their residence.
  9. The Carrier may establish alternative work weeks and change work schedules (5 8 hour days per week; 4 10 hour days per week and compressed halves) for employees headquartered on-line, as follows:

## **ALTERNATIVE WORK WEEK AND REST DAYS**

(a) The Carrier may establish by bulletin production crews (including locally based supporting forces) with a work week consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days will be either a Saturday or a Sunday, and both weekend days will be designated as rest days where there is no need for weekend work.

(b) The Carrier may establish by bulletin gangs with a work week consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed workweek will include either Saturday or Sunday. However, where there is no need for weekend work, production crews will be given both weekend days as rest days.

Note: Work week schedules under this Rule are subject to "Consecutive Compressed Half Work Periods" sections (d) and (e).

(c) (1) Rules in effect covering payment for service performed on rest days will apply.

(2) Rules in effect covering payment for the performance of all overtime work other than on rest days is amended to the extent that employees assigned to work as provided in paragraph (b) of this Rule will be compensated at the overtime rate for work performed in excess of ten (10) hours on an assigned work day, except as provided in paragraphs (d), (e), and (f) of this Rule.

(i) If the work week is Monday through Thursday and one of the recognized holidays provided for in the applicable collective agreement occurs on Monday or Thursday, employees assigned to work such work week will work ten (10) hours and forty (40) minutes on the three remaining work days of that work week at the straight-time rate of pay.

(ii) Employees who qualify for holiday allowance under existing rules will be paid eight (8) hours at the straight time rate for such holiday.

(iii) If one of the recognized holidays provided for in the applicable agreement occurs on Tuesday or Wednesday, employees assigned to such work week will observe Thursday as the holiday and will work ten (10) hours and forty (40) minutes on the three remaining work days of that work week at the straight time rate of pay. Employees who qualify for holiday allowance under existing rules will be allowed eight (8) hours at the straight time rate for Thursday observed in lieu of the holiday.

(d) If employees assigned to a four (4) day week provided for in this Rule are required to work on a recognized holiday for which no other day is substituted, or is required to work on a day substituted for a recognized holiday, they will be compensated for such service at the time and one half rate in accordance with existing rules in addition to the holiday pay if qualified.

(e) There will be no change in rules applicable to holidays occurring on rest days of employees assigned to service pursuant to the provisions of this rule.

(f) For vacation qualifying purposes, employees assigned to a four (4) day workweek as provided for herein will be allowed credit of one and one-quarter (1.25) days for each day worked during the calendar year.

(g) Employees absent on vacation for which qualified during the period the gang to which assigned is working a four (4) day work week, as provided for in this Rule, will be compensated while on vacation on the basis of ten (10) hours per day at the pro rate and one and one-quarter (1.25) days charged against the number of vacation days to which entitled.

## CONSECUTIVE COMPRESSED HALF WORK PERIODS

(a) The Carrier may establish by bulletin gangs with an alternative work period of a consecutive compressed half work period. The consecutive compressed half will consist of consecutive workdays that may be regularly assigned with eight (8) or more hours per day (i.e. 8, 9, 10, 11, or 12 hour workdays) and accumulated rest days, with the preference being 10 or more hour workdays except in cases of operational necessity. The Carrier will provide written notice to the appropriate General Chairmen with a description of the operational necessity requiring the eight (8) or nine (9) hour workday schedule. The consecutive compressed half will commence on the first calendar day of the payroll period with scheduled work days followed by consecutive accumulated rest days (T1 schedule) or will begin with consecutive accumulated rest days followed by scheduled work days (T2 schedule). The consecutive compressed half arrangement will equal the number of hours worked as if the assignment was for a normal half with 8-hour workdays. Accumulated rest days for employees assigned to a gang working a consecutive compressed half arrangement will consist of the remaining days in the payroll period. The work days and rest days of the consecutive compressed half work period may be scheduled on a non-consecutive basis for governmental regulations.

(b) Where it would be required to work a fraction of a day on a consecutive compressed work period arrangement under (a) in order to equal the number of hours in the period, respectively, the remaining hours will be distributed and worked throughout the compressed work period unless agreed to work a partial day at the end thereof.

(c) Employees working a compressed work period under paragraph (a) will have their workdays and rest days set forth in writing a minimum of five (5) workdays in advance of the beginning of the consecutive compressed half work period arrangement and said written notice will be posted at convenient locations accessible to the employees affected and copied to the appropriate General Chairman.

(d) Temporary change of schedule

Employees assigned as local supporting crews to a production gang or employees working within the window of a production gang assigned to a consecutive compressed half work period may have their work week schedules changed with seven (7) calendar days' notice (with a copy to the appropriate General Chairmen) for the duration of the project. Notice will include information about the project schedule and when the employees will be returned to their regular work week schedule and shift. The intent of the schedule change is to take advantage of the track curfew and will not result in less than a 40 hour work week and will provide appropriate rest.

Example: The calendar below illustrates the application of this Rule when a local gang working a Monday through Friday eight (8) hour day schedule is assigned to provide support for a production gang working a compressed T1 schedule for one (1) payroll half. The local gang is afforded rest days on the first two days of their normal work week (Monday and Tuesday). The local gang then works the T1 schedule of the production gang, in this example eight (8) days of eleven (11) hours each, due to an eighty-eight (88) hour payroll half. As the project is completed, the local gang then returns to its schedule on the following Monday, after observing four (4) rest days.

The local gang is compensated forty (40) straight-time hours as required in the applicable Rule(s), and four (4) overtime hours to compensate for the additional time worked in the week.

Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hours
29 REST	30 REST	31 REST	1 11 HRS	2 11 HRS	3 11 HRS	4 11 HRS	40 ST 4 OT
5 11 HRS	6 11 HRS	7 11 HRS	8 11 HRS	9 REST	10 REST	11 REST	40 ST 4 OT
12 REST	13 8 HRS	14 8 HRS	15 8 HRS	16 8 HRS	17 8 HRS	18 REST	40 ST

In this example, notice would have been given at least by the 23<sup>rd</sup> of the prior month (seven (7) days prior to the change of schedule).

(e) Regular change of schedule

Employees assigned by bulletin to a consecutive compressed half work period may have their work period changed by Notice from the Carrier from a T-1 to a T-2 schedule or vice versa or changed from a consecutive compressed half work period to either a 4-10 or 5-8 work week arrangement or vice versa. The Carrier will make the work schedules available for employees prior to the beginning of each year so that employees are aware of the intended work schedules.

If the compressed half work period schedule changes from the advertised schedule from either a T-1 to a T-2 schedule or vice versa or from a compressed half work period to either a 4-10 or 5-8 work week or vice versa, the Carrier will provide notice at least from the beginning of the payroll period prior to the schedule change. For changes from a work week arrangement, the notice shall be at least from the beginning of the work week prior to the schedule change. Such change will be in effect for a minimum of a payroll period. An employee who has their work period rearranged in this manner will have the privilege of exercising seniority in accordance with applicable rules, upon written notification to his Manager within three (3) calendar days of the notice. The employee may rescind his decision by written notice to the Manager prior to the end of the work cycle. Such exercise of seniority will be granted at the end of the payroll period or work week just prior to the change in schedule.

Employees exercising seniority pursuant to this section may not displace another position working the same schedule as the

one the employee's gang will assume in the next work cycle. An employee exercising seniority under this section to another gang will be deemed to have assumed as acceptable the advertised schedule of the gang into which they have displaced. An employee's previous acceptance of schedule changes does not affect the employee's rights under this section regarding a subsequent schedule change from the advertised work schedule. The advancement or delay of the work schedule is not a change that allows an exercise of seniority under these provisions.

(f) Rules in effect covering payment for service performed on rest days will apply to those accumulated rest days provided within this rule.

(g) Except for any distributed hours provided for in paragraph (b) and (c), time worked prior to or after the assigned daily hours will be paid at the overtime rate in accordance with the overtime provisions of the Agreement.

(h) Observance of holidays will be handled as follows:

(1) Unless agreed otherwise by a majority of the gang members and the appropriate Manager, if a holiday falls on a Monday, Tuesday, Wednesday, Thursday, Friday or Sunday, the holiday will be observed at the end of the compressed work period and the amount of service hours ordinarily scheduled in line with the terms of this Agreement will be reduced by eight (8).

(2) If a holiday falls on a Saturday, there will be no reduction in the amount of service hours ordinarily scheduled in line with the terms of this Agreement.

(3) With a signed election in writing by a majority of the employees subject to a compressed work period arrangement defined under paragraph (a) and with the concurrence of the Manager, accumulated rest days provided herein may be used for workdays to make up time and observe the Thanksgiving and Christmas holidays, but not limited to these holidays, on their normal observed days. Under this same approval process, rest days may be worked in exchange for time off on workdays immediately preceding and/or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate. New Year's Day will not be subject to the provisions of this Rule. Employees however will be permitted to return to the gang on the day following the day New Year's Day holiday is observed. The work period will be extended one additional day to accommodate such travel.

(4) Employees who qualify for holiday allowances under existing rules will be compensated eight (8) hours at the straight time rate for the holiday involved.

(5) If required to perform service during the hours at the end of the compressed work period observed as the holiday, employees will be compensated at the overtime rate.

(i) For vacation qualifying purposes, employees assigned to a compressed work period arrangement as provided herein will be allowed credit for each day worked during the calendar year as follows:

Work Hours	Credit
8	1
9	1.125
10	1.25
11	1.375
12	1.5

(j) Where the hours of the fraction of a day contemplated in paragraph (b) of this Article are distributed throughout the compressed work period, there will be no additional vacation credit allowed. If at the end of the calendar year an employee's vacation qualifying days would be adversely affected as a result of this provision, upon presentation of proof of an adverse impact, vacation qualifying days will be adjusted accordingly.

(k) Employees who observe their vacation while assigned to a gang working a compressed work period arrangement will be compensated on the basis of the gang's regular assigned hours, at the pro rata rate and will be charged the number of vacation days based upon the ratio in paragraph (i).

(l) Due to the unique circumstances involved with working a compressed half arrangement, meal periods will be observed as follows:

(1) Regular Meal Periods – Regular Meal Periods will be observed at the work site or another convenient location between the beginning of the fifth hour and the beginning of the seventh hour after the assigned starting time. The meal period will not be less than thirty (30) minutes not more than one (1) hour. The meal period may be accorded the employees individually or collectively as a gang.

When Regular Meal Period is Not Observed - It is the intent of this rule to allow the employees a meal period at the designated time. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, it will be paid for at the pro rata rate and the affected employees will be allowed a meal period of at least twenty (20) minutes with pay in which to eat at the first opportunity. If the twenty (20) minute meal period is not afforded within the regular hours of assignment, the meal period will be paid for at the overtime rate.

(2) Additional Meal Period – If the employees are scheduled to work ten (10) or more hours per day and are worked

beyond the 13th hour after the assigned starting time, the employees will be accorded a meal period with pay commencing with the 14th hour. The meal will be paid for and provided by the Carrier. Subsequent meals and meal periods provided by the Carrier will be allowed at intervals of not more than six (6) hours computed from the end of the last meal period allowed. In the event a meal period is not afforded at the designated time, the employees will be compensated at double their existing rate of pay from that time until such time as they are accorded a meal period; there will, however, be no compounding of the penalty payments provided herein.

(m) Should any disputes arise regarding the application of this Agreement, the General Chairman and the designated Labor Relations officer will meet in an attempt to resolve any and all issues.

(n) The provisions of the rule apply to a gang as a whole and not individual employees and is designed to improve productivity, and the composition of employee's rest hours to afford employees a greater opportunity for extended visits to their homes. No claims will be filed on behalf of any employees subject to this rule. Except as provided herein, existing practices, understandings, or any other Agreements regarding the assignment of work periods are not modified.

10. Except for the per diem increase described in paragraph 4, the provisions of this agreement will become effective sixty (60) calendar days after ratification.

Agreed on this 25 day of April, 2012.

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**

**FOR THE EMPLOYEES  
REPRESENTED BY THE  
BROTHERHOOD OF MAINTENANCE OF WAY  
EMPLOYES/IBT:**

signature not reproduced  
Chairman

signature not reproduced  
President

### **QUESTIONS AND ANSWERS CONCERNING THE TRAINEE AGREEMENT (SECTION 6)**

THE FOLLOWING INTERPRETATIONS OF THE PROVISIONS OF PARAGRAPH 6 OF THE APRIL 25, 2012 AGREEMENT ("TRAINEE AGREEMENT") HAVE BEEN AGREED UPON BY THE PARTIES TO SAID AGREEMENT AND WILL HAVE THE SAME FORCE AND EFFECT AS THE PROVISIONS OF THE AGREEMENT THAT HAVE BEEN INTERPRETED

Question No. 1:

*Does the Trainee Agreement otherwise restrict the ability of the Company to hire individuals directly into so-called "entry level" positions, e.g., Extra Gang Laborer, B&B Laborer, Sectionman, Trackman and Helper?*

Answer to Question No. 1:

The Trainee Agreement is the primary method by which individuals may enter the Company's service in entry level positions. However, existing specialized training agreements are not superseded or amended by the Trainee Agreement. Additionally, in the case where the Company needs to fill a position on a seniority territory that has not been filled through the advertisement and award procedures and there are no Trainees on that territory's Trainee List, the Company may hire an employee directly into that position.

Question No. 2:

*Does the Trainee Agreement otherwise restrict the ability of the Company to hire employees directly into other than entry level positions?*

Answer to Question No. 2:

The Company may hire an individual directly into an other than entry level position if that position has been advertised and has not been filled by employees possessing seniority rights under the collective bargaining agreement ("CBA") applicable to that position.

Question No. 3:

*When does a Trainee establish seniority on a position coming within the Scope of the applicable CBA?*

Answer to Question No. 3:

A Trainee can establish seniority on a position coming within the Scope of the applicable CBA either by being the successful applicant for an advertised position or through forced assignment.

Question No. 4:

*Do Trainees possess seniority under the Scope of their applicable agreements?*

Answer to Question No. 4:

Trainees do not possess seniority under the Scope of their applicable CBA because there is no "Trainee" classification established within the seniority groups. However, Trainees are given a ranking relative to other Trainees in the Seniority District/Division/System where hired based upon their first day of compensated service.

Question No. 5:

*Does a Trainee's compensated service count towards meeting the compensated service requirements to obtain vacation?*

Answer to Question No. 5:

A Trainee's compensated service counts toward eligibility for any benefit or rate of pay based upon days, months or years of compensated service.

Question No. 6:

*How are Trainees assigned to sub-departments and seniority territories?*

Answer to Question No. 6:

Trainees will be hired within the respective Divisions, Districts, Zones or Systems of the applicable CBAs, but not to specific sub-departments.

Question No. 7 (BMWED-former MP):

*A trainee begins service in a Zone gang, Is the Trainee restricted to bidding only on Zone gangs at the end of his 60 day probation period?*

Answer to Question No. 7:

Trainees hired under the BMWED-UP CBA (former MP) are hired as one of "Trainee-Division", "Trainee-Zone", "Trainee-District" or "Trainee-System". Trainees hired as "Trainee-Zone", "Trainee District" or "Trainee-System" may only make application for advertised zone, district or system positions respectively. A "Trainee-Zone", "Trainee District" and "Trainee-System" will have all service as a Trainee credited towards meeting the twelve month holdown provided in Rule 2(j) of the BMWED-UP CBA (former MP).

Question No. 8 (BMWED-former UP):

*A Trainee begins service in a Consolidated System Gang, is the Trainee restricted to bidding only on Consolidated System Gang position at the end of his 60 day probation period?*

Answer to Question No. 8:

Such Trainee may make application for any position subject to bid by an employee on Consolidated System Gang rosters. Conversely, a Trainee hired in the Nebraska Division could make application for a position in the Nebraska Division or the Consolidated System Gangs, but could not make application for an advertised position in the Idaho Division.

Question No. 9 (SPWL and CNW):

*A Trainee begins service in a system gang operated under either the SPWL or CNW collective agreements. Is the Trainee restricted in the exercise of seniority under either the CNW or SP CBAs?*

Answer to Question No. 9:

The Trainees may bid to any position permitted by the applicable CBA.

Question No. 10

*Can the Company hold a Trainee on a Trainee position after he has been awarded an advertised position coming under the Scope of the Agreement?*

Answer to Question No. 10:

Trainees will be released to the assigned position within the time limits set forth in the applicable CBA.

Question No. 11:

*A Trainee is the successful applicant for a position; however, the Trainee is displaced from the position prior to physically occupying it. What seniority rights, if any, does the Trainee acquire in this situation?*

Answer to Question No. 11:

The Trainee will receive a seniority date in the position's seniority classification corresponding to the date of the assignment. The Trainee also will receive any other seniority rights in lower classifications on the same roster in accordance with the terms and conditions of the CBA applicable to the position. However, the Trainee's accumulation of compensated service for purposes of satisfying any "bid and hold" requirements in the applicable CBA does not start until the Trainee physically occupies the position.

Question No. 12:

*How long may a Trainee remain in active service in a Trainee position?*

Answer to Question No. 12:

A Trainee must make application for advertised positions after his 60th day in service. If a Trainee is unsuccessful in obtaining an advertised position, the Trainee may then be assigned to a vacant temporary position, subject to displacement by other employees under the terms of the applicable CBA or worked "extra" subject to displacement by senior employees in the exercise of seniority. If no temporary or "extra" positions are available for the Trainee on his applicable seniority territory, the Trainee will assume furlough status with rights to make application for advertised positions and also subject to forced assignment to advertised positions for which no bids are received.

Question No. 13:

*How are unassigned or furloughed Trainee employees force assigned to advertised positions for which no bids are received?*

Answer to Question No. 13:

The senior unassigned or furloughed Trainee in the applicable seniority territory will be informed of his forced assignment to the position. If the Trainee refuses assignment, he will be considered to have resigned from the service of the Company. The Company will continue down the list of unassigned or furloughed Trainees in seniority order until the position is filled or the list is exhausted by Trainees refusing forced assignment.



Question No. 14:

The various CBAs state that an employee's probationary period extends for 60 days after the employee acquires seniority. Since Trainees generally will not acquire seniority under the CBA until sometime after their 60 days of service as Trainees, does this mean the Trainee who bids in a position and establishes seniority under the CBA for the first time is now subject to a second probationary period?

Answer to Question No. 14:

No. The Trainee's first 60 days of service are the probationary period under all applicable CBAs.

Question No. 15:

Paragraph 6b of the Trainee Agreement states that Trainees "will not be subject to exercises of seniority (examples include bids or displacements) during his or her probationary period. What bidding rights to Trainees have, if any?

Answer to Question No. 15:

Trainees, prior to the completion of their 60th day of service following their first day of compensated service, do not have a demand right to submit a bid for an advertised position. However, Trainees may make bids and such bids will be considered as a showing of interest in the position by the Trainee. If the Company decides to fill the advertised position with a Trainee because there are no bids received from regular employees, the Company will select the senior Trainee submitting a showing of interest (bid) for that position. A Trainee so assigned will obtain seniority in that classification on the date of assignment. Once a Trainee has completed the probationary period, the Trainee has full rights to submit bids on any advertised position and will be awarded positions based upon his relative standing on the Trainee list applicable to the seniority territory in which employed.

Question No. 16:

Paragraph 6d of the Trainee Agreement says that Trainees "may be assigned to permanent positions which have been previously bulletined, prior to the expiration of their probationary period with their manager's approval." How will such assignments be made?

Answer to Question No. 16:

Such assignments will be offered, first to the senior Trainee in the applicable seniority territory who possesses the same qualifications that a regular employee seeking to acquire seniority in that classification must possess under the applicable CBA. If the Trainee refuses the assignment, he will be considered to have resigned from service with the Company. The position will thereafter be offered to junior Trainees also possessing the same qualifications until the position is filled or the list of Trainees is exhausted.

Question No. 17:

What qualifications must a Trainee possess to be the successful applicant for an advertised position?

Answer to Question No. 17:

Trainees making application for positions will be required to possess the same qualifications that a regular employee seeking to acquire seniority in that classification must possess under the applicable CBA. A trainee initially establishing seniority in a classification other than an entry-level position will be subject to any "bid and hold" obligations attaching to regular employees seeking to establish seniority in that same way under the applicable CBA.

Question No. 18:

How will the location of Trainees and the relative "seniority" rankings between Trainees be made known to the Union?

Answer to Question No. 18:

The Company commits that it will provide timely information to the Union regarding the hiring and status of trainees.

Signed this 15th day of June 2012.

FOR THE CARRIER  
Signatures not reproduced

FOR THE EMPLOYEES  
Signatures not reproduced

**WANT TO BECOME A LIFE MEMBER?  
IT'S EASY AND VERY INEXPENSIVE! HERE'S HOW:**

Sec. 4. Any member who has 50 years of continuous membership in the BMWED shall receive a life membership and appropriate merit awards. Retirees who have less than 50 years of membership with the BMWED and wish to become a life member will be offered a chance to purchase a life membership in the BMWED. The cost for a life membership will be determined by the number of years needed to equal 50 calendar years of membership multiplied by 70% of the current retiree dues rate. Dues payments in the first and/or last year of membership will fulfill the dues requirement for that year. Life members shall continue to have all of the rights and benefits afforded a full dues-paying retired member in accordance with the provisions of these Bylaws, subject to the terms of the Merger Agreement.

Current Retiree Dues Rate= \$16.00 per year.  
70% of \$16.00 = \$11.20 per year to purchase up to 50 years.

Example: A member retires with 43 years of service and needs to purchase 7 years to reach 50 years for a life membership. 7 years X \$11.20 = \$78.40. If you have any left over dues from your automatic dues deduction, usually at least 1 month at \$70.50, you can use that towards your purchase of a life membership. In this example you would pay another \$7.90, applied to your left over dues, to become a Life Member.

**WHERE ELSE CAN I FIND DETAILS ABOUT MY CONTRACT?**

You can find the April 25, 2012 BMWED\UPRR Specific Agreement as well as much more information and news concerning your job and the rail industry on your web site at: <http://www.usdbmwed.org/>

**What's there you ask? Information on:**

- Local Lodges\Locations & Officers
- Contracts & Agreements
- Rosters & Pay Rates
- Health & Safety
- Forms
- Bylaws & Contacts
- Retirement
- Member Address Change
- F. E. L. A.
- Members Only Section (You must sign up first)
- Teamster News-National Division News & much more

# UNIFIED SYSTEM DIVISION WEB SITE INFORMATION & UPDATE

The new Unified System Division Web Site, <http://www.usdbmwed.org/index.cfm>, has been up and running for a year. We went on-line with the new site last July and we are very proud of the progress the site has made as well as the new look and design. The USD web site is a product of Union Active and Union-America.com who are Teamster Brothers and Sisters of the Graphic Communication Conference. The site is maintained by 1st Vice Chairman\Sec. Treas. Louis Below. It makes us very proud to say that our web site is made in America by Union Members who are part of our Teamster Family.

## WEB SITE STATISTICS

**Report Period: Jul 17, 2012 - Jul 10, 2012**

7 Day Traffic Summary		
Day	Hits:	Unique Visitors:
Tuesday, Jul. 17	55	25
Monday, Jul. 16	47	23
Sunday, Jul. 15	31	18
Saturday, Jul. 14	24	12
Friday, Jul. 13	40	13
Thursday, Jul. 12	52	17
Wednesday, Jul. 11	59	21
Tuesday, Jul. 10	41	13
<b>Total:</b>	<b>349</b>	<b>142</b>
<b>Average per day:</b>	<b>50/day</b>	<b>20/day</b>

The number of hits to our web site since July 11, 2011 is more than 84,000. A weekly statistics chart to the left shows the weekly total from July 10, 2012 through July 17, 2012. The average number of hits per day, as well as unique visitors or first time visitor totals, per day and week, are also displayed.

The number of members who have signed up for access to the "Members Only" section of the web site is currently 227. This is a small number compared to the total membership of the USD which is now more than 5,000.

These members receive exclusive text alerts and email alerts as well as access to important information not open to the public. **You have to sign up to participate. Go to the main page and sign up now.**

## HOW DO I NAVIGATE THE WEB SITE?

Some of you may not know how to navigate the site to find the information you are looking for. The box below left is a snapshot of the "Member Resources" section that can be found on the left hand side of the web site home page. Hovering your mouse over a menu, title or image will open up that item to an article, document, chart or link to another web site which then allows you to reach the information you need. You will also know when a menu item links to another item when your mouse changes from a pointer to a pointing hand.



Whenever you see a small triangle on the top of a menu or on the side of a menu, **as in the pictures below**, that's your clue to click on that menu to open up another sub menu. **As an example**, move your mouse over the Pay Rates box and it changes color as well as underlines the title. It also opens up another menu so you can choose what particular pay rate you're looking for. (See the boxes below for an example.) From there merely move your mouse to the box you wish to open and left click your mouse. You'll then open up the pay rate you're looking for.

Member Resources	
Member Home	
Member Address Change	
USD Newsletters	
Member Benefits	▶
Local Lodges	▶
Rosters	▶
Pay Rates	▶
Forms	▶

Rosters	▶	
<u>Pay Rates</u>	▶	UP Division Rates
Forms	▶	UP System Gang Rates
Retirement Information		C&NW District Rates
Member Directory		SP District Rates
Officers & Staff		BRC Rates
		PTRC Rates

The above information is but a brief sampling of what's available on your web site. The news information is constantly changing. We have direct news feeds from the BMWED National Division as well as other direct news feeds from the Teamsters. We will be posting information that is important to you and your job as it becomes available. We also want to hear from you. We would like to post pictures of Lodge meetings and events. If you have an interesting story about a member, active or retired, please send it along. We'll try to include it in our next newsletter and on the web site. Please send your pictures and information via email to: [Lbelow.usd@att.net](mailto:Lbelow.usd@att.net) Send by regular mail to: **Louis R. Below, 1st Vice Chairman\Sec. Treas., PO Box 629, El Dorado, CA 95623**



# RAILROAD RETIREMENT BOARD INFORMATION

## New Benefit Year Begins July 1 for Railroad Unemployment and Sickness Benefits

A new benefit year under the Railroad Unemployment Insurance Act begins July 1, 2012. The maximum daily benefit rate payable for claims under this Act remains at \$66 in the new benefit year. Benefits are normally paid for the number of days of unemployment or sickness over four in 14-day registration periods, so maximum benefits for biweekly claims will continue to total \$660.

During the first 14-day claim period in a benefit year, benefits are payable for each day of unemployment or sickness in excess of seven, rather than four, which, in effect, provides a one-week waiting period. Initial sickness claims must also begin with four consecutive days of sickness. However, only one waiting period is required during any period of continuing unemployment or sickness, even if that period continues into a subsequent benefit year. Claimants already on the rolls will, therefore, normally not be required to serve another waiting period because of the onset of the new benefit year.

To qualify for normal railroad unemployment or sickness benefits in the benefit year beginning July 1, 2012, an employee must have had railroad earnings of at least \$3,325 in calendar year 2011, counting no more than \$1,330 for any month. Those who were first employed in the rail industry in 2011 must also have at least five months of creditable railroad service in that year.

Under certain conditions, employees with at least 10 years of service who do not qualify in the new benefit year on the basis of their 2011 earnings may still be able to receive benefits after June 30, 2012. For example, such employees who received normal benefits in the benefit year ending June 30, 2012, might still be eligible for extended benefits. In addition, ten-year employees may be eligible for accelerated benefits if they have rail earnings of at least \$3,412.50 in 2012, not counting earnings of more than \$1,365 a month.

Application forms for unemployment and sickness benefits may be obtained from railroad employers, railroad labor organizations, any Railroad Retirement Board (RRB) office, or the agency's website at [www.rrb.gov](http://www.rrb.gov). Also, as an alternative to applying for unemployment benefits through the mail, rail workers can file applications and subsequent claims for unemployment benefits online. Similarly, they can file claims for sickness benefits online, although the original application must still be submitted by mail. Employees can also access information about their individual railroad unemployment insurance account statements online. These account statements provide a summary of the unemployment and sickness benefits paid under the Railroad Unemployment Insurance Act to rail employees.

To access these online services, employees must first establish an RRB Internet Services account. For security purposes, first-time users must apply for a Password Request Code, which they will receive by regular mail in about 10 business days. To do this, employees should click on the link for requesting a Password Request Code (PRC) in the Benefit Online Services Login section of the [www.rrb.gov](http://www.rrb.gov) home page. Once employees establish their online accounts, they will be able to file their applications and biweekly claims for unemployment benefits as well as conduct other business with the RRB over the Internet. Employees are encouraged to initiate an online account while still employed so the account is established if they ever need to use these or other select RRB Internet services. Employees who have already established online accounts do not need to do so again.

Claimants with questions about unemployment or sickness benefits should contact an RRB office by calling toll free at 1-877-772-5772. Claimants can also find the address of the RRB office servicing their area and get information about their claims and benefit payments by calling this toll-free number. Most RRB offices are open to the public from 9:00 a.m. to 3:30 p.m., Monday through Friday, except on Federal holidays. Field office locations can also be found online at [www.rrb.gov](http://www.rrb.gov).

## ***IMPORTANT REMINDER***

Watch for information this fall from your Health Care Provider. A condition of the new contract dictates that you will be able to enroll in a Flexible Spending Account (FSA). **The enrollment period comes around only once a year in the fall.** Effective January 1, 2013, employees will be eligible to participate in an FSA with each Railroad. Employees can put aside up to \$2500 before taxes for the payment of medical expenses incurred by the employee, the employee's spouse and dependents. **(Pre Tax dollar savings is near 33%)** Examples of eligible expenses:

- Co-payments for doctors or prescription drugs
- Dental charges not otherwise covered by insurance
- Eyeglasses or hearing aids not otherwise covered by insurance
- Deductibles and out of pocket payments
- FSA is a "use it or lose it" proposition in that any money left over in an FSA account at the end of the year is forfeited. "Use it or lose it" is a governmental regulation, not a collectively bargained term.



## **UNIFIED SYSTEM DIVISION MEMBER SAVES LIVES**

July 18, 2012-Milwaukie, Oregon

Unified System Division Member from Lodge 757, Cornell Washington, was working as a Union Pacific Railroad Flagman and Employee In Charge (EIC) on July 18, 2012 in Milwaukie, Oregon when he noticed TriMet contractor employees in grave danger. Brother Washington's quick action saved the lives of three (3) employees from McDonald Excavating, Inc. Here's what happened.



Cornell Washington was on duty for Union Pacific Railroad on Wednesday, July 18, 2012 as the EIC in charge of a "Form-B" that stretched for five (5) miles in the Milwaukie, Oregon area. Cornell happened to be in the right place at the right time when he noticed something wrong at a street project near where he was stationed. Portland Oregon Light Rail (TriMet) was in the process of some expansion work and had contracted with Stacy and Witbeck to perform some of the underground work. Stacy and Witbeck had sub-contracted some of that work to McDonald Excavating, Inc. Part of that work entailed an eleven foot (11') deep trench in the street for access to underground utilities in the vicinity of where Brother Washington was working. Cornell was not in charge of overseeing the safety of the employees working in the trench in the street since it wasn't interfering with the Union Pacific Railroad operations yet it was close enough for him to notice something was wrong. Cornell had noticed throughout the morning that three (3) McDonald Excavating employees were assigned to work that project. A Foreman, who remained at street level and oversaw their operation and two (2) other employees who worked down in the

eleven foot (11') deep trench.

Cornell noticed that the two (2) employees had been in and out of the trench most of the morning without incident until about 2:30 PM. At this time one (1) of the employees grabbed a gas powered concrete saw and took it down into the trench to cut a concrete sewer pipe. The other employee in the trench was spraying down the dust created from the concrete saw with a water hose. The next thing Cornell noticed was the Foreman screaming over by the trench. Cornell then noticed the Foreman entering the trench. Cornell knew something was wrong so he proceeded to the trench to see what the problem was. In the bottom of the trench was one (1) man unconscious, the one who was operating the saw, the other man collapsed to the ground but still conscious, the one who was spraying the water hose, and the Foreman at the bottom of the trench on his knees gasping for air. Cornell immediately laid down on his belly at street level reaching and grabbing for the Foreman with one hand and at the same time dialing 911 for emergency medical help. The Foreman, with the help of Cornell, was able to grab the unconscious employee and get him to the ladder. Then the Foreman was able to get that employee shoved up against the ladder enough to get his shoulder under him so he could shove and lift him with his shoulder high enough for Cornell to retrieve him from the ditch. The conscious, but collapsed employee, even though he was very wobbly on his feet, was also helped out of the ditch by the Foreman and Cornell. Cornell then helped the Foreman out of the trench.

Emergency medical, fire and police responded and all three (3) men were taken to the nearest hospital for care. Two (2) of them were released by Midnight and a third was kept overnight for observation because of [Carbon Monoxide Poisoning](#).

Three (3) families today have a Husband, Father, Brother, or Son at home thanks to the quick reactions of Cornell Washington. Thank You Brother Washington.

LRB

## **UNDERSTANDING THE UP\BMWED AGREEMENT DATED 07-01-2001**

Recently a member lost 14 years of seniority in a class while working on a Consolidated System Gang because he, within ninety (90) calendar days of his assignment, voluntarily vacated the position to accept an assignment in a lower class. We are posting the applicable rule below with the important language underlined. It is extremely important to know how you can affect your seniority by your own actions. When in doubt always call a Union Representative prior to making a mistake that cannot be reversed. Note: The entire rule can be found on the contracts page at: [www.usdbmwed.org](http://www.usdbmwed.org)

### **RULE 22 - RETENTION OF SENIORITY**


(a) Unless otherwise agreed to by the designated Carrier Officer and General Chairman, an employee who applies for and accepts a bulletined assignment in another class to establish seniority or qualifications will remain in the assignment involved for a period of not less than thirty (30) working days except in those instances where the employee is disqualified; recalled to a higher class; or the position is abolished or acquired by a senior employee in the exercise of displacement rights in which event the employee may exercise seniority pursuant to Rule 21. Bids will not be accepted from employees who are working in a lower classification pursuant to Rule 22(a) until the thirty (30) working day period has expired.

(b) Unless otherwise agreed to by the designated Carrier Officer and the General Chairman, an employee assigned to a Group 6, 20, 21, 26 or 27 position pursuant to Rule 20 (d) or (e) will forfeit seniority in the classification of that position if, within ninety (90) calendar days of the assignment he voluntarily vacates the position to accept an assignment in a lower class.

Employees who apply for and accept bulletined assignments in the Foreman and Assistant Foreman classifications will be excluded from the forfeiture of seniority provisions of this section.

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## **FORMER AMTRAK MEMBERS NOW WORK FOR HERZOG MEMBERS RETAIN COLLECTIVE BARGAINING AND BENEFITS**

 Transit America Services, Inc., (T.A.S.I.) a subsidiary of Herzog Contracting Corporation headquartered in St. Joseph, MO, has been awarded a 5 year contract by the CalTrain Board of Directors thereby ending a 20 year relationship with Amtrak. T.A.S.I. took over full operation of the CalTrain Commuter Line from South San Francisco, CA to Gilroy, CA on May 25, 2012. Unified System Division Members who were employed by Amtrak on this commuter line were required to be offered jobs by T.A.S.I. as the new operator based on a federal law known as the Federal Transit Act. Here's how it works:

The Federal Transit Act is a federal law by which the Federal Transit Administration provides grants to states, state agencies, cities and public authorities to support mass transportation—typically buses, subways, commuter rail and ferries. All federal transit grants are subject to what are known as 13(c) protective conditions for transit workers (after a provision in the predecessor law—the Urban Mass Transportation Act). The JPB and the Rail Unions entered a 13(c) Arrangement in 1994 in order for the JPB to satisfy the requirements of Section 13(c) in connection with federal grants for the Caltrain service.

The 1994 13(c) Agreement provides the following protections:

- \* in the event of a change in contractor from Amtrak to another operator, Amtrak employees will have a preference in hiring for reasonably comparable positions with the new contractor; and they will be entitled to the protections of the Agreement whether they remain Amtrak employees or move to the new contractor.
- \* the wages, hours and working conditions and benefits of Amtrak employees will be assumed by TASI, any changes must be negotiated with the Union.
- \* in the event of any change that would result in displacement of employees or reassignment of forces “as a result of the Project”, the JPB or its contractor will give at least 90 days’ notice to the Unions and negotiate or arbitrate an arrangement for selection of forces and assignment of employees from among the affected employees—an “Implementing Agreement.” In this case, an agreement will cover the transfer of Amtrak employees to TASI. These agreements usually provide for the carryover of seniority rights and fill the new positions by seniority for the start-up of operations.
- \* if an employee is unable to hold a job by exercise of normal/regular seniority under the Amtrak CBA, or by seniority provided under an Implementing Agreement to be used for jobs with TASI, the employee is entitled to a dismissal allowance equal to his/her average monthly earnings in the 12 months prior to change for up to 6 years depending on year of service. For example, if you have only 3 years on the job then 3 years of protection—6 or more years then monthly allowance for up to 6 years. If an employee declines a reasonably comparable job, the employee will lose the allowance that would be paid otherwise
- \* if an employee can hold job (either with TASI or by exercise of Amtrak seniority) but suffers a loss of compensation, the employee is entitled to the difference in earnings based on the employee’s average monthly earnings in 12 months prior to change. For example, the employee can keep working in a similar position but the rate of pay is lower, or can’t hold a lead position and loses a differential for that lead position when working as journeyman. The employee can collect difference in earnings monthly for up to 6 years.

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Martin Luther King, Jr.

“A nation or civilization that continues to produce soft-minded men purchases its own spiritual death on the installment plan.”

“All labor that uplifts humanity has dignity and importance and should be undertaken with painstaking excellence.”

“A riot is the language of the unheard.”