

SMART TRANSPORTATION DIVISION ATTACHMENT "A"

November 20, 2019

Except as otherwise provided herein, effective January 1, 2020, the existing rules, agreements, interpretations or practices, however established, shall be amended to provide as follows:

ITEM 1 – SERVICE SCALE

- (a) Completely and permanently eliminate service scale/entry rates where such service scale exists.
- (b) Permanently restore dual arbitrary payments which were eliminated by the October 31, 1985, National Agreement.

ITEM 2 – WAGES

- (a) Provide a series of General Wage Increases (GWIs) to become effective January 1, 2020, and every six (6) months thereafter, which shall be applied to all components, including but not limited to arbitraries, differentials, miscellaneous rates, special allowances, daily, weekly, and monthly guarantees based upon hourly or daily rates of pay, including those expressed in terms of miles, and overmiles.
- (b) Require carriers to pay retroactive pay, if necessary, to January 1, 2020. In addition, all retroactive wage adjustments will be made by separate check to the employee within thirty (30) days of ratification of the agreement.
- (c) An itemized statement detailing each employee's retroactive wage adjustment calculations will be provided to affected employees at the time of payment.
- (d) Provide for Cost-of Living Adjustments, (COLAs) in addition to GWIs, every six (6) months.
- (e) Signing bonus of five thousand dollars (\$5,000.00) to be paid within thirty (30) days of ratification of the agreement.
- (f) Annual year-end bonus/profit sharing/stock options, to be paid by December 1 of each calendar year.

ITEM 3 – EMPLOYEE CERTIFICATION AND MAKE-WHOLE PAYMENT

- (a) Increase the daily compensation for service requiring certification to twenty dollars, (\$20.00) subject to all future GWIs and/or COLAs.
- (b) Provide payment for all time lost and expenses incurred in connection with any required periodic qualification or re-certification exams including, but not limited to, required regulatory documents (passports, enhanced drivers' license, TWIC card, etc.), written examinations, re-qualification rides, physicals, sleep studies, hearing tests, vision acuity tests, and any other examinations required by the carrier or statute.
- (c) Certification pay to be paid to all employees holding such certification, regardless of the craft in which service is performed.
- (d) Hazard pay equal to 10% of total earnings per tour of duty for operating a Key Train or High Threat Urban Area train.

ITEM 4 – TECHNOLOGY

- (a) Technology compensation of twenty-five dollars (\$25.00) per day for required utilization of all in-cab and handheld reporting devices, subject to all future GWIs and/or COLAs.

ITEM 5 – SHIFT AND WEEKEND DIFFERENTIAL

- (a) Provide additional compensation for employees performing service or deadheading in all classes of road, yard, and passenger service on nights, weekends, or holidays.
- (b) Such pay differentials shall be subject to all future GWIs and COLAs.

ITEM 6 – RSIA

- (a) Employees will be made-whole for pay purposes up to 276 hours and/or any limbo time when held in due to RSIA.
- (b) Employees observing federally mandated rest periods in accordance with monthly service or consecutive day limitations will not be considered unavailable for any reason.

ITEM 7 – FATIGUE ABATEMENT

- (a) Establish additional rest opportunities and the ability to mark off for family needs, visits to a primary care physician, and emergencies related to quality of life, without penalty.
- (b) Require the carriers to provide accurate train line-ups for more predictability of on-duty time.
- (c) Require the carriers to provide a ten (10) hour advance call time to all employees working in unassigned service.

ITEM 8 – TRAINING

- (a) Amend the pertinent provisions of the 1972 Manning Agreement to provide for the same basis of pay applicable to any craft represented by the SMART-TD on the assignment on which they are training, unless otherwise provided for at a higher rate of pay.
- (b) Any required qualification, re-qualification, and/or familiarization trips will be compensated as if the employee was performing service in any craft represented by the SMART-TD on the assignment, unless otherwise provided for at a higher rate of pay.
- (c) Each employee assigned to a crew utilized by the carrier to provide training, instruction, familiarization trips, or similar mentoring in connection with their regular or extra board assignment shall be provided payment in the amount of four (4) hours at the applicable rate, in addition to all earnings of the assignment.
- (d) Establish a rule to require all training to be performed by a conductor mentor or peer trainer designated by the Organization, where such rule does not exist.
- (e) Establish a voluntary bid system to allow employees to request selection for engineer training.

- (f) Eliminate the pertinent provisions of Article 13, Section 3, Paragraph 1, of the 1985 National Agreement, which contemplate fitness and other qualifications being equal.

ITEM 9 – OVERTIME

- (a) Provide compensation at the overtime rate after eight (8) hours on-duty for assignments with a mileage component, regardless of miles run and without reduction in pay for all miles run.
- (b) Provide overtime to all employees after twelve (12) hours on-duty for freight service runs exceeding 195 miles.
- (c) Provide overtime to all employees in regular assigned service exceeding five (5) days per week, where rules do not currently provide for such overtime payment.
- (d) Provide overtime to all employees for service performed on assigned rest days, where rules do not currently provide for such overtime payment.
- (e) Include all service in operating crafts for overtime qualifying purposes.

ITEM 10 – MEAL PERIODS, MEAL ALLOWANCES, AND HELD-AWAY PAY

- (a) Allow a rate equal to the IRS rate for all away from home meals per calendar day (currently \$66.00).
- (b) Employees shall continue to be compensated until they receive a room at the away-from-home terminal lodging facility.
- (c) Held-away pay will begin at the expiration of required legal rest, and will be paid continuously until the return train departs the away-from-home terminal, or if deadheaded, until the conveyance by which deadheaded departs the away-from-home terminal.
- (d) Increase yard meal period from twenty (20) minutes to one (1) hour with no reduction in pay. Such meal period must begin after four-and-one-half (4 ½) hours on-duty, and be completed before six (6) hours on-duty. If such meal period is not granted as outlined herein, the employee will be allowed an additional day's pay at the rate of the assignment.
- (e) Establish a standard for eating facilities for yard and other assigned crews.
- (f) Increase ID meal allowance on freight runs to twelve dollars and fifty cents, (\$12.50) subject to all future GWIs and COLAs.

ITEM 11 – REMOTE CONTROL COMPENSATION

- (a) Increase RCO pay from forty-six (46) minutes to three (3) hours.
- (b) Provide eight (8) hours of pay for conversion of remote control to conventional operation.

ITEM 12 – 401K PLAN

- (a) Establish an employer-contribution 401k Plan, with matching employee contributions. This 401k Plan shall be in addition to any other plan currently available.
- (b) The fees associated with this plan will be the responsibility of the carriers.

ITEM 13 – VACATIONS

- (a) Reduce the number of years necessary to qualify for a vacation and increase the total number of vacation weeks, as follows:
 - One (1) year of service provides two (2) weeks.
 - Five (5) years of service provides three (3) weeks.
 - Ten (10) years of service provides four (4) weeks.
 - Fifteen (15) years of service provides five (5) weeks.
 - Twenty (20) years of service provides six (6) weeks.
 - Twenty-five (25) years of service provides seven (7) weeks.
- (b) Allow up to three (3) weeks of floating vacation per year.
- (c) Allow all vacation weeks to be taken in single day increments.
- (d) Provide guaranteed availability of pre-arranged compensated time off.
- (e) Permit employees to split all week-long vacation periods to which he/she is entitled.
- (f) Increase the number of days credited towards vacation qualifications for days on an extra list and performing no service.
- (g) Increase the number of days absent or unable to perform service due to an on-duty injury.
- (h) Allow credit towards vacation qualifications for days absent from and unable to perform service due to an off-duty illness or injury.
- (i) Allow credit towards vacation qualifications for each day required to observe federally mandated rest periods in accordance with monthly service or consecutive day limitations.
- (j) Employees who do not accrue the required days for full vacation entitlement shall have vacation entitlement pro-rated, based on actual qualifying days accrued in the previous calendar year.
- (k) Recognize that compensated service days of employees transferring to train and engine service crafts from non-train and engine service crafts will be used in determining previous year qualifying days and accumulated qualifying days.
- (l) Employees absent during the vacation bid period due to an approved leave of absence, disciplinary reinstatement, or military leave, will be allowed to, upon return to service, bid any vacation earned in accordance with the National Vacation Agreement.

ITEM 14 – HOLIDAYS AND PERSONAL LEAVE DAYS

- (a) Increase the number of paid holidays to include Martin Luther King's birthday, Mother's Day, Father's Day, Halloween, and Veteran's Day.

- (b) Pay time and one-half to employees who are not currently covered under the National Holiday Rule for working on a holiday.
- (c) Holiday pay for all assignments not currently covered under the National Agreement.
- (d) Change the allotment of personal leave days to match the number of paid holidays. The employee may choose to either receive paid compensation for the holiday or waive holiday pay in lieu of an accrued personal day.
- (e) Allow unused personal leave days to be carried over to the subsequent calendar year without reduction in rate.

ITEM 15 – SICK LEAVE

- (a) Establish paid sick leave for all train and engine service employees, without censure or discipline.

ITEM 16 – TRAUMA LEAVE AND MATERNITY LEAVE

- (a) Provide for compensated trauma leave equal to 60% of employee's salary, and counseling, if requested.
- (b) Employees will have the option to take up to three (3) out of six (6) weeks of paid maternity leave. This would apply to both parents.

ITEM 17 – OFF-TRACK VEHICLE AGREEMENT

- (a) Amend the off-track vehicle agreement to provide for full reimbursement of lost wages.
- (b) Provide employees adequate uninsured and underinsured motorist/driver protection.

ITEM 18 – BEREAVEMENT LEAVE

- (a) Provide improvements in compensation and number of allowable days off for bereavement leave, to be taken within thirty (30) days from the date of death.
- (b) Expand the persons for whom such leave and compensation will be allowed to include domestic partners, step-parents, step-siblings, step-children, grandchildren, grandparents, and spouse's grandparents.

ITEM 19 – LOCOMOTIVE STANDARDS

- (a) Establish standards for the collection and use of any information or data captured by a recording device on a locomotive.
- (b) Provide uniform locomotive cab standards including, but not limited to: climate control, cleanliness, seating and cab equipment, and other such appropriate facilities to facilitate safe and efficient operations.
- (c) Require carriers to provide air ride or other suitable shock-absorbing seats on all locomotives.
- (d) Require carriers to provide functional air conditioning on all lead locomotives.

- (e) Require carriers to provide a working microwave on locomotives used in through freight service.
- (f) Require carriers to provide a working hot plate on locomotives used in through freight service.
- (g) Require carriers to provide a working coffee maker on locomotives used in through freight service.
- (h) Require carriers to provide a functioning toilet on all occupied locomotives used in yard or road service.
- (i) Establish a National Locomotive Cab Committee.

ITEM 20 – JURY DUTY

- (a) Provide that employees will be made-whole for all time lost as a result of being summoned for jury duty.

ITEM 21 – LODGING

- (a) Carrier-provided lodging, including meal allowances, for employees forced to a permanent vacancy more than 30 miles from their home terminal.
- (b) Establish minimum standards for away-from-home terminal lodging facilities and twenty-four (24) hour dining facilities, and provide suitable transportation to and from dining facilities.
- (c) Provide reverse lodging to employees, where applicable.
- (d) Provide individual lockers for all employees at away from home terminal/lodging facilities.

ITEM 22 – DEADHEADING

- (a) All deadheads to be paid at a basic day or trip rate, whichever is greater in all classes of service.
- (b) Eliminate two-tier pre/post 85 pay for deadheads.
- (c) Wait time pay on minute-by-minute basis for all time in excess of thirty (30) minutes spent waiting on carrier-provided transportation (paid in addition to regular service).
- (d) Provide that train crews will not be deadheaded via locomotives.

ITEM 23 – EMPLOYMENT AND FURLOUGHS

- (a) Eliminate Article XII of the 1985 UTU National Agreement in its entirety.
- (b) Provide carrier-subsidized vocational training for all furloughed employees.
- (c) Establish a rule requiring all railroads signatory to the National Agreement to give first employment consideration to qualified conductors who are furloughed from other signatory railroads. (If an individual is furloughed, he/she would be able to put their name on a list to be given first consideration for employment on other railroads.)

- (d) Guarantee a minimum of sixty (60) days of work and/or compensation for employees who are furloughed and called to return to work.
- (e) Employees holding train service seniority will be the first source of supply for establishing Yardmaster seniority. Such positions will be filled by the senior represented employee making application solely on a voluntary basis.

ITEM 24 – PERSONAL PROTECTIVE EQUIPMENT

- (a) Require carriers to provide all personal protective equipment.

ITEM 25 – NEW HIRE PROCESS

- (a) A SMART-TD designated officer will attend and contribute input for all crafts represented by such Organization during the carriers' hiring process.
- (b) Require carriers to provide a quarterly report of the total number of assignments/positions by terminal or district.
- (c) Require carriers to provide a monthly non-dues paying report to the General Chairperson(s).

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.

SMART TRANSPORTATION DIVISION YARDMASTER ISSUES

(In addition to those listed above)

ITEM 26 – WAGES

- (a) Provide a series of General Wage Increases (GWIs) to become effective January 1, 2020, and every six (6) months thereafter, which shall be applied to all components, including but not limited to arbitrables, differentials, miscellaneous rates, special allowances, daily, weekly, and monthly guarantees based upon hourly or daily rates of pay, including those expressed in terms of miles, and overmiles.
- (b) Require carriers to pay retroactive pay, if necessary, to January 1, 2020. In addition, all retroactive wage adjustments will be made by separate check to the employee within thirty (30) days of ratification of the agreement.
- (c) An itemized statement detailing each employee's retroactive wage adjustment calculations will be provided to affected employees at the time of payment.
- (d) Provide for Cost-of Living Adjustments, (COLAs) in addition to GWIs, every six (6) months.
- (e) Signing bonus of five thousand dollars (\$5,000.00) to be paid within thirty (30) days of ratification of the agreement.
- (f) Annual year-end bonus/profit sharing/stock options, to be paid by December 1 of each calendar year.

ITEM 27 – YARDMASTER PROTECTION (SCOPE)

- (a) The term "Yardmaster" as used in this agreement shall be construed to mean Yardmasters of all grades, including relief and extra, except footboard Yardmasters.
- (b) Yardmasters will have the exclusive right to instruct and supervise all train and engine service crews, regardless of carrier nomenclature or class of service, while they occupy other than main line trackage within their respective districts
- (c) The duties and responsibilities of Yardmasters shall include: supervision over employees directly engaged in the switching, blocking, classifying and handling of cars, trains and duties directly incidental thereto that are required of the Yardmaster in a territory as designated by the carrier and such other duties as assigned.
- (d) Yardmaster work cannot be transferred, consolidated, combined or centralized to any location outside the terminal, regardless of seniority districts, unless a demonstrative decline in volumes of cars in/out and a reduction of crews supervised to one (1) crew regardless of class of service. When Yardmaster work is transferred outside of the location, it will be done in accordance with the provisions of New York Dock. An incumbent on a position transferred and those that may fall out at the bottom will be automatically certified as adversely affected.
- (e) Other properly authorized representatives of the Company may, incidental to their other duties, perform duties performed by Yardmasters so long as such performance does not result in the elimination of a Yardmaster's position.

ITEM 28 – EXTRA BOARDS

- (a) Establish and maintain a guaranteed extra boards at all terminals where there are regular assigned Yardmasters.

- (b) Guaranteed extra board Yardmasters will have two (2) assigned rest days designated by the carrier. Rest days do not need to be consecutive, however, the carrier will make every attempt to do so.

ITEM 29 – YARDMASTER VACATIONS

- (a) Reduce the number of years necessary to qualify for a vacation and increase the total number of vacation weeks, as follows:
- One (1) year of service provides two (2) weeks.
 - Five (5) years of service provides three (3) weeks.
 - Ten (10) years of service provides four (4) weeks.
 - Fifteen (15) years of service provides five (5) weeks.
 - Twenty (20) years of service provides six (6) weeks.
 - Twenty-five (25) years of service provides seven (7) weeks.
- (b) Apply 1/52 pay or a basic day (whichever is greater) to fall in line with the other crafts.
- (c) Recognize that compensated service days of employees transferring to Yardmaster service from all non-Yardmaster crafts will be used in determining previous year qualifying days and accumulated qualifying days.
- (d) Allow all vacation weeks to be taken in single day increments.
- (e) Employees who do not accrue the required days for full vacation entitlement shall have vacation entitlement pro-rated, based on actual qualifying days accrued in the previous calendar year.

ITEM 30 – YARDMASTER PERSONAL LEAVE DAYS

- (a) Change the allotment of personal leave days to match the number of paid holidays. Yardmasters may choose to either receive paid compensation for the holiday or waive holiday pay in lieu of an accrued personal day.
- (b) Allow Yardmasters to carryover any unused personal leave days to the subsequent calendar year.

ITEM 31 – MEAL ALLOWANCE

- (a) Provide Yardmasters an automatic arbitrary payment of one (1) hour of straight time, added to their daily wage, in lieu of taking their allotted meal period.

ITEM 32 – DISPLACEMENTS

- (a) Regular assigned Yardmasters that are displaced will bump a junior Yardmaster (per Applicable Agreement) where their seniority allows, or be placed on an unassigned extra board, and be allowed to flow back to his/her previous craft (if allowed by agreement) and will be required to protect all vacant Yardmaster positions.

ITEM 33 – YARDMASTER JOB ABOLISHMENTS

- (a) Require a time study of at least ten (10) days prior to the abolishment of Yardmaster positions. The General Chairperson or his/her designee, along with a duly authorized company official, will be present during such time study period.
- (b) Yardmasters shall be allowed a one-time system transfer if his/her terminal is shut down and there is no Yardmaster work being performed. The affected Yardmaster shall be placed at the bottom of the seniority roster.

ITEM 34 – TRAINING ALLOWANCE

- (a) Yardmasters will be compensated four (4) hours straight time pay while training any new Yardmaster, or when providing remedial training for Yardmasters.
- (b) Yardmasters will be compensated at their daily rate when familiarizing at a different location with a minimum of forty-five (45) starts.
- (c) Yardmasters who have not worked at a location for one (1) year will be afforded a minimum of forty-five (45) starts in order to refamiliarize at the new location. Additional compensated training shall be allowed as needed.

ITEM 35 – SICK LEAVE

- (a) Amend the Yardmaster Supplemental Sickness Plan to provide benefit payments beginning the first day of sickness.
- (b) Amend the Yardmaster Supplemental Sickness Plan to allow yardmasters who are on a military or government pension to be entitled to full Yardmaster sickness benefits when off due to illness or sickness with Trustmark Insurance.
- (c) Establish two (2) paid sick leave days per month for all Yardmaster employees, without censure or discipline.

ITEM 36 – LIFE INSURANCE

- (a) Increase the benefit under the Yardmasters' supplemental life insurance Policy to fifty thousand dollars (\$50,000.00) for active employees, and twenty thousand dollars (\$20,000.00) for retirees.

ITEM 37 – SUPERVISION OF REMOTE CONTROL

- (a) Yardmasters supervising crews that operate remote controlled equipment will be compensated an additional arbitrary payment of one (1) hour at straight time pay.

ITEM 38 – BEREAVEMENT LEAVE

- (a) Provide improvements in compensation and number of allowable days off for bereavement leave.
- (b) Expand the persons for whom such leave and compensation will be allowed to include domestic partners, step-parents, step-siblings, step-children, grandchildren, grandparents, and spouse's grandparents.

ITEM 39 – HOLIDAYS

- (a) Increase the number of paid holidays to include Martin Luther King's birthday, Mother's Day, Father's Day, Halloween, and Veteran's Day.
- (b) Pay time and one-half to employees who are not currently covered under the National Holiday Rule for working on a holiday.
- (c) Holiday pay for all assignments not currently covered under the National Agreement.

ITEM 40 – MATERNITY LEAVE

- (a) Yardmasters will have the option to take up to three (3) out of six (6) weeks of paid maternity leave. This would apply to both parents.

ITEM 41 – YARDMASTER TURNOVER TIME

- (a) Increase turnover time to a guaranteed minimum of thirty (30) minutes.

ITEM 42 – 401K PLAN

- (a) Establish an employer-contribution 401k Plan, with matching employee contributions of ten percent (10%). This 401k Plan shall be in addition to any other plan currently available.
- (b) The fees associated with this plan will be the responsibility of the carrier.

ITEM 43 – SERVICE SCALE

- (a) Eliminate all rate progression when promoted to Yardmaster.

ITEM 44 – UNASSIGNED YARDMASTERS

- (a) Unassigned Yardmasters with insufficient seniority to hold a regularly assigned Yardmaster position will be established only after a guaranteed extra board Yardmaster position is established.

ITEM 45 – YARDMASTER PROTECTION

- (a) Yardmasters will remain at their respective location should they be forced to control another yard location.

ITEM 46 – SHIFT AND WEEKEND DIFFERENTIAL

- (a) Provide weekend differential payment for Yardmasters working 1st shift.
- (b) Provide differential payment for all Yardmasters working 2nd shift.
- (c) Provide differential payment for all Yardmasters working 3rd shift.

(d) Such pay differentials shall be subject to all future GWIs and/or COLAs.

ITEM 47 – JURY DUTY

(a) Provide that Yardmasters will be made-whole for all time lost as a result of being called for jury duty.

ITEM 48 – TECHNOLOGY

(a) Provide technology payment for any current and future responsibilities that involve the use of handheld reporting devices or camera monitoring devices to perform Yardmaster duties at remote locations.

ITEM 49 – NEW HIRE PROCESS

(a) An officer designated by the Organization will attend and contribute input for all crafts represented by such Organization during the carriers' hiring process.

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.