

UTU ATTACHMENT “A”

December 8, 2014

Except as otherwise provided herein, effective January 1, 2015, the existing rules, agreements, interpretations or practices, however established, shall be amended to provide as follows:

ITEM 1 – SERVICE SCALE

Establish or modify existing agreement provisions to:

- (a) Completely and permanently eliminate service scale 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 to become effective July 1, 2015, 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 that retroactive wage adjustments will be made by separate check to the employee within thirty days of ratification of the agreement.
- (c) An itemized statement detaining each employee’s retroactive wage adjustment calculations will be provided to each individual affected employee at the time of this payment.
- (d) Provide for Cost-of Living Adjustments, in addition to General Wage Increases every six months.
- (e) Yard Foreman rate of pay for hostlers.
- (f) Annual Year End Bonus.

ITEM 3 – FATIGUE ABATEMENT

- (a) Predictable Work Schedules will be established for all employees.
- (b) Establish the right of SMART TD represented employees to provide for rest opportunities and the ability to mark off for rest and for family needs and emergencies related to quality of life.

ITEM 4 – EMPLOYEE CERTIFICATION

Establish or modify existing agreement provisions to:

- (a) Increase the daily compensation for service requiring certification. This payment will subject to General Wage Increases and or COLA'S
- (b) Provide payment for any required periodic qualification or re-certification exams including, but not limited to, written examinations, re-qualification rides, physicals, hearing tests, vision acuity tests, and any other examinations required by the Carrier or statute.
- (c) Certification Pay to be paid to all crafts.
- (d) Pay for operating a Key Train or High Threat Urban Area (HTUA) train.

ITEM 5 – TRAINING

- (a) Amend the Fireman Training Agreement to provide for the same basis of pay applicable to the conductor/foreman on the assignment on which they are training unless otherwise provided for at a higher rate of pay.
- (b) Any required qualification or re-qualification trips will be compensated as if the employee was working as the conductor/foreman on the assignment unless otherwise provided for at a higher rate of pay.
- (c) Active employees on any crew utilized by the Carrier to provide training, instruction, familiarization trips or 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) On properties where SMART TD holds the collective bargaining agreement for engineers, the engineer on any crew utilized by the Carrier to provide training, instruction, familiarization trips or 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.
- (e) Establish a rule to require all training to be performed by a SMART TD Conductor Mentor/Peer Trainer where such rule does not exist.
- (f) Establish a voluntary bid system to allow employees to request to be selected for Engineer Training.
- (g) The practice of terminating an employee for failure to pass promotion shall be eliminated.
- (h) Eliminate the section of Article 13, Section 3, paragraph 1, of the 1985 National Agreement that contemplates fitness and other qualifications being equal.

ITEM 6 – SHIFT AND WEEKEND DIFFERENTIALS

- (a) Provide additional compensation for employees performing service or deadheading in all classes of road or yard service on nights, weekends or holidays.
- (b) Such pay differentials shall be subject to all future wage increases, including cost of living adjustments including COLA'S

ITEM 7 – VACATIONS

Establish or modify existing Vacation Agreement provisions to:

- (a) Reduce the number of years necessary to qualify for a vacation of 2, 3, 4, or 5 etc.
- (b) Provide for a vacation of 6 weeks for 25 years' service.
- (c) Allow up to two (2) weeks of floating vacation per year.
- (d) Increase the number of vacation days that can be taken in single day increments.
- (e) Permit employees with more than one week of vacation to split week-long vacation periods up to the number of weeks' vacation to which they are entitled.
- (f) Reduce the number of previous year qualifying days for annual vacation qualification and the number of accumulated qualifying days for vacations.
- (g) Increase the number of days that will be credited towards vacation qualifications for days on an extra list but performing no service, and days absent from and unable to perform service because of injury received on duty.
- (h) Allow credit towards vacation qualifications for days absent from and unable to perform service because of illness or injury received off duty.
- (i) Allow credit towards vacation qualifications for each day required to take rest mandated by the Rail Safety Improvement Act of 2008.
- (j) Apply pay for time lost in a discipline case in the calculation of vacation qualification, and compensation, just as if such pay had been received for actual service performed during such period of lost time.
- (k) Provide that employees who do not accrue sufficient previous year qualifying days for full vacation entitlement, shall have vacation entitlement pro-rated based on actual qualifying days accrued in the previous year.
- (l) 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.
- (m) Active Military duty count toward qualifying days for vacation.

ITEM 8 – OVERTIME

Establish or modify existing agreement provisions to:

- (a) Provide for compensation at the overtime rate after 8 hours on duty on assignments with a mileage component, regardless of miles run and without reduction in pay for all miles run.
- (b) Provide for overtime in regular assigned service for shifts in excess of five (5) days per week where rules do not currently provide for such overtime payment.
- (c) Provide for overtime for service performed on assigned rest days where rules do not currently provide for such overtime payment.
- (d) Include all service in operating crafts for overtime qualifying purposes.
- (e) Where existing overtime rules provide for payment in less than eight (8) hours, such existing rules will remain undisturbed.

ITEM 9 – MEAL PERIODS/MEAL ALLOWANCES/H-A-F-H-T

- (a) Allow \$20.00 after being held 4 or more hours at other than the designated home terminal; with an additional \$10.00 after being held an additional 12 hours; and an additional \$10.00 for every 8 hour period or portion thereafter. Meal allowances will be subject to all general wage and cost-of-living increases.
- (b) Employee to remain on pay until the time they receive a room at the away-from-home terminal lodging facility.
- (c) Provide that Held-Away-From-Home-Terminal pay will begin at the expiration of required legal rest, and will be paid continuously until the train departs the terminal, or if deadheaded, until the conveyance by which deadheaded departs the terminal.
- (d) Yard lunch period time to be increased from 20 minutes to one hour with no reduction in pay, and the lunch period must begin after 4 1/2 hours and be completed before 6 hours. If such meal period is not granted as outlined herein, the employee will be allowed an additional day at the rate of pay applicable to the assignment.
- (e) Establish a standard for eating facilities for yard and other assigned crews.

ITEM 10 – REMOTE CONTROL

Establish or modify existing agreement provisions to:

- (a) Increase RCO pay from 46 minutes to 3 hours.
- (b) Required to pay eight hours pay for conversion of Remote Control to Conventional.

ITEM 11 – 401K PLAN

Establish or modify existing agreement provisions to:

- (a) Provide for the establishment of an employer contributing 401K Plan. Employer contributions under this agreement shall be in addition to any employer contributions under existing agreements on a particular Carrier, subject to applicable legal limitations. The fees associated with this plan will be the responsibility of the carrier.

ITEM 12 – HOLIDAYS

Establish or modify existing agreement provisions to:

- (a) Increase the number of paid holidays, including, but not limited to, Martin Luther King's birthday, Mother's Day and Veteran's Day.
- (b) Time and one-half for 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 13 – SICK LEAVE

- (a) Establish two (2) paid Sick leave days per month for all train and engine service employees without censure or discipline.
- (b) Sick Leave days to be carried over to next year if not used.
- (c) Establish an employer funded Short term/Long Term Disability Insurance Plan.

ITEM 14 – TRAUMA LEAVE

Establish or modify existing agreement provisions to:

- (a) Provide for compensated trauma leave and counseling, if requested.

ITEM 15 – OFF-TRACK VEHICLE ACCIDENT BENEFITS

Establish or modify existing agreement provisions to:

- (a) Improve the off-track vehicle benefits to provide for full wage loss.
- (b) Provide adequate uninsured and underinsured motorist/driver protection.

ITEM 16 – BEREAVEMENT LEAVE

Establish or modify existing agreement provisions to:

- (a) Provide improvements in compensation, number of allowable days off, and persons for whom such leave and compensation will be allowed to include domestic partner, stepparents, stepbrother, stepsister, stepchildren, grandchild, grandparents and spouse's grandparents.

ITEM 17 – LOCOMOTIVE STANDARDS

Establish or modify existing agreement provisions to:

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

ITEM 18 – JURY DUTY

Establish or modify existing agreement provisions to:

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

ITEM 19 – LODGING

Establish or modify existing agreement provisions to allow:

- (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 on away from home terminal lodging facility and twenty four hour eating facilities.
- (c) "Reverse lodging" to employees, where applicable.

ITEM 20 – DEADHEADING

Establish or modify existing agreement provisions to provide:

- (a) Deadhead to be paid at a Basic Day or Trip Rate, whichever is greater in all classes of Service.

ITEM 21 – EMPLOYMENT/FURLOUGH

Establish or modify existing agreement provisions to:

- (a) Eliminate Article XII of the 1985 UTU National Agreement in its entirety.
- (b) 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 a man is furloughed, he would be able to put his name on a list to be given first consideration for a job on other railroads.)
- (c) An employee who is furloughed and called back to work should be guaranteed a minimum of 60 days of work and pay.
- (d) SMART TD Train service employees 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.
- (e) Establish attendance standards that balance the needs of the service with the employee's need for adequate predictable time off.
- (f) Carriers required to provide a quarterly report of the total number of assignments/positions by terminal or district.
- (g) Carrier required to provide monthly report of dues deductions of all operating employees.

ITEM 22 – PERSONAL PROTECTIVE EQUIPMENT

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

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.

YARDMASTER ISSUES
(In addition to those listed above)

ITEM 23 – WAGES

- (a) Ten percent General Wage increase per year.
- (b) Annual Year End Bonus.

ITEM 24 – YARDMASTER PROTECTION

Establish or modify existing agreement provisions to require:

- (a) 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. When yardmaster work is transferred outside of the location, it will be done in accordance with the provision 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.
- (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.

ITEM 25 – EXTRA BOARDS

- (a) Establish a formula to determine the number of employees assigned to the extra board, based on a ratio of extra positions to regular positions for yardmasters.
- (b) Yardmaster work week will begin on Saturday and conclude on Friday, with one assigned rest day each week to be assigned by the carrier and will be the same each week.

ITEM 26 – YARDMASTER VACATIONS

Establish or modify existing agreement provisions to:

- (a) Reduce the number of years necessary to qualify for a vacation of 2, 3, 4, or 5 etc.
- (b) Provide for a vacation of 6 weeks for 25 years' service.
- (c) Apply 1/52 pay provisions as in the April 29, 1949 National Vacation Agreement, as amended, for yardmasters.
- (d) 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.

ITEM 27 – YARDMASTER PERSONAL LEAVE DAYS

- (a) Increase personal leave days for yardmasters to include 2 personal leave days after 2 years service, 4 personal leave days after 7 years service, 6 personal leave days after 10 years service, 8 personal leave days after 15 years service, 10 personal leave days after 20 years service.
- (b) Allow Yardmasters to carryover any unused personal leave days.

ITEM 28 – MEAL ALLOWANCE

- (a) Establish a rule providing that yardmasters will be allowed a meal period after 4 ½ hours and before the expiration of 6 hours on duty. If such meal period is not granted before the expiration of 6 hours, yardmasters will be allowed an additional forty minutes at the overtime rate of pay.

ITEM 29 – DISPLACEMENTS

- (a) Establish a rule to provide for periodic opportunity to exercise displacement rights.

ITEM 30 – YARDMASTER JOB ABOLISHMENTS

Establish or modify existing agreement provisions to:

- (a) Require a time study prior to abolishment of yardmaster.
- (b) Provide protection against contracting out yardmaster work.

ITEM 31 – TRAINING ALLOWANCE

- (a) Establish a rule providing for minimum compensation when employees are training as yardmasters.
- (b) Establish a rule providing for payment of one hour at the rate of pay applicable to the assignment for yardmasters required to supervise employees training as yardmasters.

ITEM 32 – SICK LEAVE

- (a) Amend the Yardmaster Supplemental Sickness Plan to provide benefit payments beginning the first day of sickness.
- (b) Modify 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.

ITEM 33 – LIFE INSURANCE

- (a) Increase the face amount of the current benefits provided in the Yardmasters Supplemental Life Insurance Policy to \$50,000.00 at no extra cost to the employee.

ITEM 34 – SUPERVISION OF REMOTE CONTROL

- (a) Establish a rule to provide for additional compensation when working with remote control crews.

ITEM 35 – BEREAVEMENT LEAVE

Establish or modify existing agreement provisions to:

- (a) Provide improvements in compensation, number of allowable days off, and persons for whom such leave and compensation will be allowed to include domestic partner, stepparents, stepbrother, stepsister, stepchildren, grandchild, grandparents and spouse's grandparents.

ITEM 36 – HOLIDAYS

Establish or modify existing agreement provisions to:

- (a) Increase the number of paid holidays, including, but not limited to, Martin Luther King's birthday, Mother's Day and Veteran's Day.
- (b) Time and one-half for 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 37 – SCOPE RULE

- (a) Yardmasters will have the exclusive right over any movement on other than main track within their designated territory.

ITEM 38 – YARDMASTER TURNOVER TIME

- (a) Turnover Time increased to a guaranteed thirty (30) minutes.

ITEM 39 – 401K PLAN

Establish or modify existing agreement provisions to:

- (a) Provide for the establishment of an employer contributing 401K Plan. Employer contributions under this agreement shall be in addition to any employer contributions under existing agreements on a particular Carrier, subject to applicable legal limitations.
- (b) The fees associated with this plan will be the responsibility of the carrier.

ITEM 40 – SERVICE SCALE

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

ITEM 41 – UNASSIGNED YARDMASTERS

- (a) Eliminate unassigned and substitute yardmaster positions.

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