

**Coordinated Bargaining Coalition  
Settlement Proposal  
January 19, 2022**

**I - Wages**

a.

<b>Effective Date</b>	<b>General Wage Increase</b>
July 1, 2020*	6.0%
July 1, 2021*	10.0%
July 1, 2022	6.0%
July 1, 2023	6.0%
July 1, 2024	8.0%
July 1, 2025	4.0%

\*Full Retroactivity on all General Wage Increases dated prior to Agreement date.

b. \$5,000.00 signing bonus.

c. 15% Pay Differential whenever an emergency is declared by local, state, or federal authorities or similar status that requires so-called "essential employees" to continue to work during adverse working conditions.

**II - Paid Leave**

a. The Carrier shall continue to pay full wages and provide all health and welfare benefits for employees (and their respective spouse and dependents) that are not working due to any reasons related to an epidemic(s), pandemic(s) and/or Local/National Emergency(s) ("Epidemic, Pandemic and Local/National Emergency Protections"). The employees' pay will be based upon their respective straight time rates of pay. The reasons for not working related to an epidemic or pandemic may include, but are not limited to, being treated for infection, diseases and/or sickness, isolating and/or quarantining due to exposure and/or suspected exposure, obtaining a test, traveling to and from testing and waiting for test results as well as for caring for a spouse and/or dependent(s).

b. Additionally, the Carrier shall be responsible for providing and paying for a supplemental life insurance and Accidental Death and Dismember benefits ("Life and AD&D") in the respective amounts of \$500,000 and \$250,000 per each employee during an epidemic, pandemic and/or Local/National Emergency. These benefits are to be in addition to already existing Life and AD&D benefits in effect.

c. The continuation of all pay, health and welfare benefits and the supplemental Life and AD&D benefits will continue and remain in effect until 30 days after the declaration of the end of an epidemic and/or pandemic.

d. All employees shall be provided fifteen (15) days of paid leave ("paid sick leave"), at their respective straight time rates of pay, on an annual calendar year basis. Employees shall be

permitted to observe their paid sick leave on an “as needed” basis with no Carrier right of refusal, and no discipline or other such penalty under any applicable attendance policy. When an employee uses sick leave of three days or less in each instance, medical documentation will not be required. This paid sick leave is to be in addition to already existing “paid time off” under existing rules, understandings or custom and/or policy in effect.

- e. Revise and Improve Vacation rule in accordance with the following schedule:
  - One week in first year of employment;
  - Two weeks after one year of employment;
  - Three weeks after five years of employment;
  - Four weeks after eight years of employment;
  - Five weeks after fifteen years of employment;
  - Six weeks after twenty years of employment.
- f. Revise and improve bereavement leave rules to accommodate additional family members, such as but not limited to grandparents, grandchildren, stepchildren, stepparents, spouse’s stepparents, and step grandchildren.
- g. Revise and improve bereavement leave rules to provide four work days of paid time off.
- h. Revise to permit additional flexibility in the timing of taking bereavement leave.
- i. Add Martin Luther King, Jr. Day and Veterans Day to the list of paid holidays.

**III - Health and Welfare** (applicable to National Railroad Employees’ and NRC/UTU H&W Plan where overlap exists)

- a. Eligibility Improvements
  - 1. Extend coverage for suspended/dismissed and furloughed employees, as well as families of deceased employees, to be similar to the extension of coverage for disabled employees.
  - 2. Reinstate coverage for step-grandchildren and children placed by court order.
- b. Autism Spectrum Disorders
  - 1. Remove the speech therapy age limitation for children under 3 years of age as part of a treatment for infantile autism.
  - 2. Provide coverage of ABA services with no dollar limits per year.
  - 3. Provide all services with no age restrictions.
  - 4. Explore options to manage the coverage via a managed autism/applied behavioral analysis program, administered by a qualified vendor chosen by the parties, which includes:
    - dedicated, certified, physician-led team with extensive experience with autism spectrum disorder and ABA.
    - Evaluation and preauthorization procedures.
    - Assistance with network referrals.
    - Help providers develop individualized treatment plans.
    - Clinical oversight, monitoring and ongoing benefit coverage review.

- Family support and empowerment.
- c. Hearing Benefits
  1. Increase the annual benefit to cover costs at 100%, including but not limited to exams, treatment and devices.
- d. Networks, Co-Pays/Deductibles/Out-of-pocket Maximums, and Employee Contributions
  1. Status quo or better.
- e. Life Insurance
  1. Increase Active Employee Life Insurance to no less than \$50,000.00.
  2. Increase Retired Employee Life Insurance to no less than \$20,000.
- f. AD&D Insurance - increase coverage as follows:

<b>TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS</b>	
<b>COVERED LOSS</b>	<b>BENEFIT AMOUNT</b>
Life	No less than \$50,000
A hand	No less than \$8,000
A foot	No less than \$8,000
Sight of an eye	No less than \$8,000
Loss of more than one of the above in any one accident	No less than \$16,000
Paralyzation	No less than \$25,000

- Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.
- Loss of a hand means that all of the hand is cut-off at/or above the wrist.
- Loss of a foot means that all of the foot is cut-off at/or above the ankle.
- Loss of a hand or foot shall also include the loss of use of a hand or foot even if the limb is still intact.
- Paralyzation means the loss of use of the extremities of the body as a result of an accident, such as, but not limited to paraplegia, quadriplegia, or hemiplegia occurring from a traumatic brain injury.
- No less than \$50,000 will be paid for all covered losses caused by all injuries which are sustained in one accident.
- g. Quality of Life and Other Various Improvements
  1. 30-day fills at retail pharmacies.
  2. Voluntary sterilization for males.
  3. Increase opt-out bonus to a percentage of the carrier's premium.
  4. Increase hospice benefits to full cost of care.
  5. Introduce positive reinforcement/incentives for health risk assessments, biometric screenings, and attending annual checkups (including provisions for sufficient time off, without penalty, to attend such checkups and screenings).
- h. Railroad Employees National Dental Plan

1. Expand eligibility for new hires and eligible dependents to full plan benefits to become effective when medical coverage is effective.
2. Extend Plan benefits to dependents on the same basis as those under the medical plan, including but not limited to, age 26 without regard to marital status, residence or full-time student status.
3. Provide full Plan coverage to an employee and eligible dependent that is suspended or dismissed from service until final disposition under the Railway Labor Act.
4. Extend dental coverage for retirees and their eligible dependents until the employee reaches age 65 or becomes eligible for Medicare, whichever is the latter.
5. Eliminate the annual deductible.
6. Increase the annual maximum to dental plan standards but no less than \$4,000.
7. Increase Type B coverage to 100%.
8. Increase Type C coverage to dental plan standards but no less than 75%.
9. Increase orthodontia benefit to 75% with a maximum of dental plan standards but no less than \$5,000.
10. Provide orthodontia coverage to all employees and covered dependents regardless of age.
11. Eliminate the alternate treatment provisions of the Plan.

i. Railroad Employees National Vision Plan

1. Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated service.
2. Provide full Plan benefits to dependents on the same basis as those under the medical plan, including but not limited to, age 26 without regard to marital status, residence or full-time student status.
3. Increase the in-network frame allowance to 100% per calendar year.
4. Provide full coverage for all lens types, sizes and services.
5. Increase the allowance for contact lenses to 100% per calendar year.
6. Provide full coverage for corrective eye surgery, including but not limited to laser eye surgery, to correct vision in one or both eyes.

j. Hospital Associations

1. Improvement of "Dues Offset Formula" and Coordination of Benefits.

k. Supplemental Sickness Benefit Plan

1. Amend the Plan so that the combined benefit limits payable under the Plan are 90% of the employee's regular daily rate, including payments from the Railroad Retirement Board, if eligible.
2. Remove the requirement that employee must be eligible for Railroad Retirement sickness benefits in order to qualify for benefits hereunder.
3. Amend the Plan to change the maximum duration for the payment of benefits to 18 months from 12 months.
4. Employees will be eligible for these benefits after three months of service, regardless of eligibility for Railroad Retirement sickness benefits.
5. In the event an employee attempts to return to work once the employee is medically qualified by his attending physician and is unreasonably delayed by the Carrier with

respect to the employee returning to service, the employee will be entitled to 8 hours compensation each day he is prevented from returning to service.

I. National Health Legislation

1. Regarding benefits already included due to legislation; make changes permanent regardless of possible repeal or reduction in benefits due to legislation.
2. In the event that further national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan and the NRC/UTU Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, The Railroad Employees National Dental Plan and The Railroad Employees National Vision Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.
3. Should national health legislation repeal or eliminate any health care coverage or individuals provided under the Plan, such coverage and individuals will continue to be covered without regard to national legislation.

m. General

1. In addition to the National Railroad Employees' H&W Plan, the JPC shall be joint policyholders and will jointly participate in the selection of the insurance company or companies or other administrators required to administer all benefit Plans covering employees subject to this Agreement. The Joint Plan Committee shall oversee and administer the Railroad Employees National Health and Welfare Plan, the Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Dental Plan, the Railroad Employees National Vision Care Plan, the various plans established to provide supplemental sickness benefits to covered employees and any and all plans which may hereafter be developed or introduced to provide health and welfare benefits to active and retired employees and their eligible dependents.
2. Freeze Monthly Employee Cost Sharing at Current Level.

**IV - Miscellaneous**

- a. Any Union Organization having a more favorable existing rule or agreement than anything agreed to here has the right to retain the more favorable rule.
- b. Each Organization may negotiate specific work rules as applied to the respective Carriers independently within the context of the bargaining process associated with this agreement.
- c. Six-year term.
- d. Standard national moratorium.
- e. New notices may be progressed on or after November 1, 2025 (not to be effective before January 1, 2026).

## Operating Craft Addendum– January 19, 2022

1. Withdraw all crew consist related Section Six notices.
2. Immediate elimination of all unilaterally imposed attendance policies. Going forward, only those attendance policies agreed upon by both parties will be implemented.
3. All operating employees in road or yard service will be given access to scheduled days off/rest days.
4. Annual vacations will be assigned utilizing a methodology agreed upon by Management and the Union
5. Operating employees will have guaranteed access to utilize paid leave without carrier right of refusal
6. Modify Held Away from home Terminal payments to be continuous from time of legal rest
7. Away from home terminal meal allowance will be paid as follows
  - a) Off 4 hours 21.22
  - b) Off 24 hours 10.08 (total due 31.30)
  - c) Off 24 hours and one minute-10.08 (total due 41.38)
  - d) Off 32 hours and one minute- 10.08 (total due 51.46)
  - e) Additional meal continuing each 8-hour period of fraction thereof
  - f) Annual COLA adjustment to apply to these totals
8. All employees in road service who work a national holiday or any day designated by any carrier as having a high impact will be paid at time and one half for the trip
9. Operating employees who are called for service without proper predictability will have the unfettered right to lay off without carrier right of refusal.
10. No right to furlough new hire operating employees for one year
11. All operating employees recalled from furlough are guaranteed 90 days compensation
12. All operating employees forced assigned to another location will be given 60 lodging at carrier expense.
13. Operating employees will have the right to reverse their lodging with no carrier right of refusal
14. Amend the off-track vehicle agreement to provide for full reimbursement of lost wages, and provide employees adequate uninsured and underinsured motorist/driver protection.



## **CRAFT SPECIFIC ISSUES**

### **YARDMASTER PROTECTION (SCOPE)**

The following shall apply to all Yardmasters (including relief and extra):

- Provide exclusive rights 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.
- Clearly define the duties and responsibilities of Yardmasters to 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, including (but not limited to) data input and handling of all electronic devices used by train crew members.
- Clearly define parameters for transferring, consolidating, combining, or centralizing assignments to any location outside of the terminal at which the train crews are operating, regardless of Yardmaster seniority districts. In situations where Yardmaster assignments are moved to a different location, New York Dock provisions shall apply to all who are adversely affected.

### **YARDMASTER VACATIONS**

Apply the principles of Article V, Section 2(d) of the 1996 UTU Arbitration Award No. 559 (vacation benefits eligibility and scheduling) to all SMART-TD Yardmasters.

Apply 1/52 pay or a basic day (whichever is greater) to fall in line with the other crafts when calculating vacation pay.

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.

Allow up to 3 weeks of vacation to be taken in single day increments.

Yardmasters 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.

### **YARDMASTER PERSONAL LEAVE DAYS**

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.

Allow Yardmasters to carryover any unused personal leave days to the subsequent calendar year.

**YARDMASTER 401K PLAN**

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, and all costs and fees associated with such plan are borne by the carrier.

**YARDMASTER MEAL ALLOWANCE**

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