

Allied Federation

**BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES DIVISION**

of the International Brotherhood of Teamsters

2016 Newsletter Vol. I

*General Chairman
Dennis R. Albers*

Topics of the 2016 Vol. I Newsletter

- Convention Call
- System Officers
- 2016 Mileage Rates
- National Division Dues Increase 2016
- KCS Updates
- CSX Updates
- Union Pacific Updates
- Motor Carrier Safety Improvement Act
- National Vacation Agreement



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*"Those who expect to reap the blessings of freedom, must,
like men, undergo the fatigues of supporting it."*

-Thomas Paine

**ARE YOU REGISTERED
TO VOTE?**

ALLIED FEDERATION CONVENTION CALL

The Allied Federation 2016 Quadrennial Convention Call, in accordance with Article III, Section 4(a), of the Allied Federation Constitution and Bylaws.

The Convention will be convened at the Crowne Plaza Tampa-Westshore located at 5303 West Kennedy Boulevard, Tampa, Florida 33609; commencing on the morning of October 4, 2016 as prescribed by Article III, Section I of the Allied Federation Constitution and Bylaws. If necessary, the Convention will continue through October 6, 2016.

Local Lodge delegate elections should be conducted in strict compliance with Article III, Section 2(a) which reads as follows.

"Each Local Lodge in the Allied Federation shall be entitled to one delegate chosen by such Lodge to represent them as provided in this section and in accordance with the Merger Agreement between BMWE and IBT and Article XIX, Section 4 of the Bylaws of the Brotherhood of Maintenance of Way Employees Division. All delegates and alternates shall be elected by secret ballot vote of the members in good standing of the Local Lodge by which they are accredited. Each such member, according to current records at the National Division, shall be given at least fifteen (15) days prior written notice of such election mailed to their current address, according to National Division records. Each candidate for delegate and alternate, in order to be eligible to run for election, must be in continuous good standing and actively employed in the craft for a period of twenty-four (24) consecutive months prior to the month of nomination in accordance with Article II, Section 4(a)(1) of the IBT Constitution; except that in cases where newly chartered Local Lodges have been in existence for less than twenty-four (24) months, eligibility will be governed by the provisions of Article II, Section 4(b) of the IBT Constitution. Each such candidate shall be a member in good standing in his Lodge for a period of at least four (4) months and shall have at least four (4) months continuous membership in some Local Lodge or Lodges in good standing with the National Division at the time of election, and shall be a member in good standing through the month prior to the month the System Federation Convention convenes; provided, however, that the four (4) months before the convening of the System Federation Convention. Credentials for the delegates shall be issued by the General Chairman to the Secretary-Treasurers of the Local Lodges in the System Federation at least three (3) months in advance of the Convention. In the event a Local Lodge elects not to send one of its own members to the Convention, it may elect to be represented by a delegate or alternate who is a member in good standing of another Local Lodge in the System Federation, or the General Chairmen or a Vice Chairman may represent a Local Lodge as delegate if such officer is elected delegate or alternate by secret ballot vote, provided, however, that no delegate may represent more than 250 members, unless such members are all members of one Local Lodge, and he must have Credentials from each Lodge selecting him as their delegate, signed by either the President or the Secretary-Treasurer of the Local Lodge, which must be presented to the Credentials Committee before the delegate is seated. All duplicate Credentials must be forwarded to the General Chairman's office at least fifteen (15) days prior to the Convention. The voting strength of such delegate shall be determined by the membership of the Lodge or Lodges he represents; i.e., he shall be given one vote for each member in good standing in such Lodge or Lodges. The necessary actual expenses (excluding salary) of such delegate or alternate delegate when serving as the delegate shall be borne by the System Federation."

Allied Federation System Officers

Officer	Position	Contact No.
Dennis Albers	General Chairman	618-210-4987
Len Buckley	First Vice Chairman	304-654-6617
Brian Thies	First Vice Chairman	618-201-2844
Bill Palmer	Vice Chairman-Secr/Treas	402-801-0273
Pete Amaro	Vice Chairman	956-763-8402
Russell Farmer	Vice Chairman	706-361-5777
Jeff Finch	Vice Chairman	281-923-7962
Larry Foster	Vice Chairman	620-515-2664
Roy Griffith	Vice Chairman	804-399-1499
James Knight	Vice Chairman	904-838-5027
Kent Malzner	Vice Chairman	573-469-5510
Scott Niswonger	Vice Chairman	501-605-3193
Pat Quigley	Vice Chairman	859-743-6601
Ricky Richard	Vice Chairman	409-749-0663
Andrew Shelton	Vice Chairman	615-512-8852
Brian Thompson	Vice Chairman	219-765-9334
Nate Trawick	Vice Chairman	850-293-7826
James D. Wilson	Vice Chairman	304-488-3377

2016 STANDARD MILEAGE RATES FOR BUSINESS

December 17, 2015 - Washington

The Internal Revenue Service today issued the 2016 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

*Beginning on January 1, 2016, the standard mileage rates for the use of a car will be **54 cents per mile for business miles driven, down from 57.5 cents for 2015.***

This change also applies to vans, pickup or panel trucks.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile.

National Division Dues Increase Effective January 1, 2016 **(NOT SYSTEM/FEDERATION DUES)**

Article XV, Section 3, Paragraph 3, Paragraph 1, of the BMW Division Bylaws, effective January 1, 2005, reads in part as follows:

"Sec. 3. Each member shall be required to pay all BMWED dues and assessments. National Division dues shall be adjusted each January to reflect one and three-tenth (1.3) of the average straight time hourly rate of pay for each of the three rate classifications listed in Paragraph 3.8 of the Merger Agreement. The average straight time hourly rate of pay for standard contracts will be based on the information reflected in the annual statement published by the National Railway Labor Conference which shall be used as an equivalent formula. In the event the National Railway Labor Conference ceases to publish the annual statement or alters it materially, and for non-standard and non-rail contracts listed in paragraph 3.8 of the Merger Agreement, an alternative equivalent formula shall be adopted so as to accurately reflect increases in the rates-of-pay provided for under Agreements during appropriate measurement period. Said amounts shall be rounded to the nearest 25 cents, which additional sum shall be taken into consideration when calculating any dues increases for the following year."

National Division dues will increase from \$33.25 to \$35.00 per month which is a \$1.75 increase per month.

The Allied Federation has the same language covered under Article XX, Section 3, Paragraph 2 of the Allied Federation Bylaws effective January 2009 and each January thereafter.

After discussion with the Vice Chairmen, I have decided **NOT to increase the System dues for 2016.** Since 2009 your System dues have only increased three (3) times.

NATIONAL DIVISION DUES FOR NON-WORKING MEMBERS

Article XV, Section 3, Paragraph 3 read as follows:

"Sec.3. Any member who wishes to maintain full good standing during periods of unemployment or sickness may pay dues at the applicable Non-Working rate. The Non-Working rate shall equal the sum of the then current applicable IBT and Rail Conference per capita remittance, plus one dollar each to National Division, his System Division or Federation, and his Local Lodge. Dues timely paid at the Non-Working rate shall supersede any System Division or Federation or Local Lodge rate of dues and assessments set by action of their governing bodies. Members paying Non-Working dues will be counted in National Division's per capita remittances to the International Union."

If you are on unemployment or sickness leave and wish to remain as a member in "good standing", you will need to send a check or money order to the System Office in the amount of \$17.99 with your name and ID number.

NATIONAL VACATION AGREEMENT OF DECEMBER 17, 1941

It is important you schedule your vacation to avoid the carrier imposing your vacation. Please provide the carrier with a written vacation schedule and make sure to keep a copy.

Article 4 (a): "Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations. The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates."

- Thus, the vacation agreement contemplated that vacations would be "fixed" and "assigned" with the desires and preferences of the employees.

Article 4 (b): "The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) **require all or any number of employees in any plant, operation, or facility, who are entitled to vacation to take vacation at the same time.**"

- So, when vacations are NOT scheduled, the carrier can take advantage of that fact to impose vacation schedules at their whim. This invokes the provision that management may upon reasonable notice require all or any number of employees in any plant, operation or facility to take vacation at the same time.

Article 5: "Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employees so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be affected employee.

If the carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided."

- The vacation agreement further implies that vacations are to be scheduled because it provided that each employee entitled to a vacation will take it at the time assigned; and that it is intended that the vacation date designated will be adhered to so far as practicable.

*"The BMWED is you. This Union is comprised of us all,
brought together to provide strength, security and viability....
... We are at our strongest
when we are organized and
committed as a unified force. "*

BMWED-IBT President
Freddie Simpson



SENIORITY ROSTER

It is that time of the year for the Carrier's (Railroads) to post seniority rosters which will be open for protest. Most of the Agreements have a ninety (90) day window to protest seniority rosters from the date the seniority rosters are posted.

- MOP Rule (b) (2)
- BNSF (ATSF) Rule 2 (d)
- CSX Rule 4, Section 6 (b)
- Florida East Coast Rule 6 (c)
sixty (60) day period to protest seniority rosters
- KCS Rule 4.3
- Louisiana & Northwest Rule 4 (c)
- Evansville Western Railway Rule 13 (b)
- New Orleans Public Belt Railroad Rule 8 (c)
thirty (30) day period to protest seniority rosters
- Appalachian & Ohio Railroad Rule 13 (b)
thirty (30) day period to protest seniority rosters
- Huron & Eastern Railway Rule 4 (c)
thirty (30) day period to protest seniority rosters.
- Port Terminal Railroad Association Rule 3 (c)

It will be the responsibility of each employee to verify individual seniority dates. Please take time and review your seniority date in each classification. If not correct, immediately file a roster protest. Roster protest forms can be found on our website (alliedfed.org) under individual railroads.

Claim Forms, Address
Change Request Forms,
Lodge Transfer
Request, New Hire
Application Forms,
and *much more* now
available on the
website.

For the convenience of
our valued Allied
Federation members,
forms are now not only
accessible but fillable
online.



www.alliedfed.org

KCS UPDATE

Another major step to eliminate contracting out on KCS property.

After months of negotiations we have reached an agreement with KCS to establish a new **B&B System Pile Driving Gang**. This agreement includes Kansas City Southern, Louisiana and Arkansas Railway, Joint Agency, Mid South Rail Corporation, South Rail, Gateway Western Railway and the Texas Mexican Railroad Company.

The purpose of this Agreement is to expand work opportunities to employees of the Kansas City Southern Railway Company.

Therefore, it is agreed:

- *The Carrier shall have the right to operate a B&B System Pile Driving gang without regard for existing maintenance of way seniority district boundaries on all respective properties to perform bridge and building activities.*
- *The Carrier retains the right to abolish a Gang by notice operating under this Agreement.*
- *A KCS B&B System Pile Driving gang may operate throughout the Carrier's consolidated system. The KCS B&B System Pile Driving gang will consist of: B&B Foreman, B&B Pile Driver Operator, B&B Loco Crane Operator and B&B Mechanic/Carpenter. All such positions shall be governed by the collective bargaining agreement between the Kansas City Southern Railway Company ("KCS") and the Union revised July 1, 1979, as subsequently amended, which is currently in effect on the KCS, except as otherwise provided herein.*
- *The Carrier will initially bulletin the KCS B&B System Pile Driving gang position(s) system wide. The positions that will be advertised are: B&B Foreman, B&B Pile Driver Operator, B&B Loco Crane Operator and B&B Mechanic/Carpenter. Awarding of positions will be assigned by seniority in the order listed in paragraph 1 on an alternate basis between the federations' signatory to this agreement (i.e. Allied Federation and Illinois Central Gulf Federation) and derived from the KCS B&B System Bid and Displacement List found in Attachment A of this Agreement.*
- *If in the initial awarding/assignment of these positions on the alternate basis no member from one of the named federations above (i.e. Allied Federation and Illinois Central Gulf Federation) bids, then the most senior member from the other federation will be awarded the position.*
- *Positions which become vacant shall be filled in the usual manner per the provisions of Rule 11 – Bulletining Positions under the BMW/KCS L&A Agreement revised July 1, 1979, as subsequently amended.*
- *Employees assigned to KCS B&B System Pile Driving Gang positions will be required to remain in their position for no less than one (1) year period. Those positions subject to the one (1) year lock-in are: B&B Foreman, B&B Pile Driver Operator, B&B Loco Crane Operator and B&B Mechanic/Carpenter.*
- *Senior qualified employees as derived from the KCS B&B System Bid and Displacement List ("List") found in Attachment A of this Agreement who have been displaced or whose position has been abolished may displace lower ranked employees on the "List" who are assigned to B&B Foreman, B&B Pile Operator, B&B Loco Crane Operator or B&B Mechanic/Carpenter under this Agreement.*

- *The positions under this agreement will be compensated as follows:*
 - a. B&B Foreman rate of pay shall be \$30.43 per hour subject to general wage increases.*
 - b. B&B Pile Driver Operator, B&B Loco Crane Operator and B&B Mechanic/Carpenter rate of pay shall be \$30.00 per hour subject to general wage increases.*
- *Each employee assigned as an operator under this Agreement who does not leave the gang voluntarily for a period of at least one (1) year (i.e. an employee who remains assigned as an operator for one (1) continuous year as measured from the date assigned to the same date the following year) shall be entitled to an annual lump sum payment not exceeding \$2,000.00 for each one (1) year period so assigned, and the lump sum(s) shall be paid on or before January 31 of the following year after completion of each one (1) year period.*
- *Except for those employees identified in paragraph 7 above, each employee assigned under this Agreement who does not leave the gang voluntarily for a period of at least one (1) year (i.e. an employee remains assigned for one (1) continuous year as measured from the date assigned to the same date the following year) shall be entitled to a lump sum payment not to exceed \$1,000 annually and, it shall be paid on or before January 31 of the following year. If the Carrier disbands the gang in less than one (1) year, the Carrier will be responsible for payment of the incentive earned as of that date.*

The complete agreement will be mailed.



Brother Weaver signing up KCS
members for CATS.
January 12,13, 2016
in De Quincy, Louisiana.

CSX – SECTION 11 OF Appendix 2 TRAVEL ALLOWANCE

In accordance with the requirements of Section 11, as amended August 22, 2005, quoted below, the travel allowance applied to employees in System Production Gangs is to be recalculated annually.

Section 11- Travel Allowance

CSXT Labor Agreement No. 12-81-97, Section 4 (Appendix H) is amended to a flat weekly allowance set at \$155.00 per week beginning January 1, 2006. As of January 1, 2007, and each January 1st thereafter, the weekly rate will be adjusted by the percent in change in the IRS allowable mileage rate published in January of that year compared to the published in January of the preceding year, which will be applied to the rate. At no time will the weekly rate fall below \$155.00

Based on IRS date, effective January 1, 2015 reimbursement for business miles driven was set at \$.575 per mile. On December 17, 2015 the IRS posted a news release indicating the reimbursement rate for 2016 will be \$.54 per miles for business miles driven.

In connection with the above, calculations shown below indicate that the SPG Travel Allowance will decrease by \$12.19 per week

In accordance with provisions of the agreement and effective January 1, 2016 the weekend travel allowance (FTV) for SPG, District Gangs and SLWT Gangs:

	SPG	SLWT	DISTRICT
2015 TRAVEL ALLOWANCE	\$200.26	\$106.70	\$77.06
% CHANGE	(6.087)	(6.087)	(6.087)
DECREASE	\$12.19	\$6.49	\$4.69
2016 TRAVEL ALLOWANCE	\$188.07	\$100.21	\$72.37

CSX SIDE LETTER #24 OF THE JUNE 1, 1999 AGREEMENT

CSX Rule 3, Section 4(a):

*An employee who fills a temporary position pending assignment and who is within his ten (10) day bumping period because of either being displaced or on a position that was abolished **will have then (10) days to make a displacement from the last day worked on the temporary assignment.***

An employee who fills a temporary position coming from furlough will return to furlough following his occupying the temporary assignment unless he is able to go to another temporary assignment either vacant or occupied by a junior employee.

CSX Rule 3, Section 4(d):

An employee completing a temporary assignment under this rule will, within ten (10) days, exercise his seniority on any temporary position or return to his former permanently assigned

position. If his former permanently assigned position is no longer available, he may exercise seniority as provided in Rule 4.

CSX Rule 4, Section 2(b):

A question arose as to whether an employee may be displaced before he actually works a position since the definition listed on page 2 of the Collective Bargaining Agreement states, "the term "displace" and "displaced" as used in this agreement mean physical displacement". Therefore, an employee is not the incumbent of a position until he physically occupies the position.

In other words, the senior employee reporting before starting time of the regular assignment and advising that he is placing a bump on the position will be allowed to claim the position.

This clearly supports the Organization's position.
An employee is NOT required to make a displacement on MyJobTrax before making a displacement.

CSX-Questions and Answers Concerning the Interpretation and Application of Agreement signed February 29, 2012

Seniority - Bidding/Displacing:

1. Question

What does the Agreement signed February 29, 2012 provide with respect to **assignments and displacement?**

Answer

*"Seniority **shall control in assignment of all positions and displacements without regard to prior qualification** except that employees who have not been previously qualified shall not be permitted to displace on the machines identified in lines 1-5 of memorandum of Agreement 6018-12 CSXT, i.e. the Dyna CAT's, CAT 2X, CAT 09, Rubber Tired Cranes (such as Grove/Gallion/Pettibone, Tie Inserters and Removers (such as TKOs/TRIPP/TR10s) and Combination Cribber/Adzers. While employees who have not previously qualified on these machines will not be permitted to displace (bump) on these machines they will be entitled to bid to position on these machines and establish qualifications."*

2. Question

If a position requires a Federal Railroad Administration (FRA) certification, is the employee required to possess a valid and appropriate certification prior to bidding on or displacing to that position?

Answer

No; however, all employees hired on or after January 1, 2013, will be required to have a minimum of one-year of service in order to bid or displace to a position that requires an FRA certification

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EVANSVILLE WESTERN RATIFIED CONTRACT

Members on the Evansville Western Railway ratified a new contract which became effective January 1, 2016. This entire new agreement can be found on our website.

Here are some highlights:

Article 1 - General Wage Increase

- (a) Effective January 1, 2016, the basic hourly rates of pay will be increased.
- (b) The basic hourly rates of pay effective *January 1, 2016* shall be increased as follows:

January 1, 2017	3%
January 1, 2018	3%
January 1, 2019	3%
January 1, 2020	3%

Article II - Cost of Living Adjustments

Cost-of-Living Allowance and Adjustments there to will be applicable after January 1, 2021

Rule 35 is revised to read as follows:

"Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, step-parent, child, stepchild, spouse, grandparent, spouse's parent, or spouse's step parent."

UNION PACIFIC (MOP) AGREEMENT UPDATE

MOP - Seniority - Department Bid and Hold

"Effective December 1, 2014, employees who successfully exercise their seniority to a position advertised and awarded pursuant to Rules 19 and 20 to a group other than the group to which currently assigned will be required to remain in the group assigned as a result of the award for not less than three (3) years from the date the employee is assigned to the position.

For the purpose of this Agreement 'Group' is defined as either the Track Group, B&B Group, or Hoisting Engineer Group."

The parties agreed to the following with respect to the implementation of this provision:

- I. The three (3) year group bid and hold set forth in the above-quoted provision initially applies to an employee who is a successful bidder (applicant) for a position advertised in a group other than the group in which he is assigned after December 1, 2014.
- II. The three (3) year restriction on the exercises of seniority does not apply to an employee who exercise displacement rights to a position in the same group following the abolishment of his position or displacement by a senior employee.
- III. The three (3) year restriction on the exercise of seniority does not apply to an employee who involuntarily "bumps" (exercise displacement rights) to a position in a group following the abolishment of his position or displacement by a senior employee.
- IV. The only exception to the three (3) year group bid and hold is when a restricted employee within their three (3) years in either the Track or B&B Group may make a voluntary exercise of seniority to a position in the Hoisting Engineer Group at any time. A successful applicant will be restricted to a bid and hold within the Hoisting Engineer Group for three (3) years after assignment to the position.

MOP Rule 19(d)

(1) 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 than the one in which currently employed **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 the employee may exercise seniority pursuant to Rule 2. **Bids will not be accepted from such employees until the thirty (30) working day period is expired.** At the end of the 30 working days period, the employee will be considered "qualified" on the assignment and notation of such qualification will be made in the appropriate employment records.

(2) An employee who is disqualified from a position within 30 working calendar days when attempting to establish seniority for the first time in any Sub-Department within a Group in which the employee did not previously hold seniority **will not establish seniority** therein. Employees so disqualified will be governed by the exercise of seniority rules contained in Rule 19 (d).

MOP - "Temporary Productive Work (TPW) Program with BMWED

Temporary Productive Work program allows members to temporarily return to work and perform productive work while recovering from an illness or injury that is within their physical capabilities.

1. TPW is a **completely voluntary program** in which the Carrier and the BMWED employees may participate. The Carrier will make a good-faith effort to find work for employee subject to this agreement.

When an employee enters the TPW program, the General Chairman will receive written notice of such that contains:

- a. The employee's name.
 - b. The location of the TPW work.
 - c. The expected duration of the TPW.
 - d. A general description of the TPW.
 - e. The name of the employee's immediate supervisor while performing TPW.
2. Participation will be limited to 30 calendar days. The positions will not perform scope covered work while assigned to TPW.
3. Employees placed on a TPW position will be compensated at the rate of \$24.49 per hour and will be allowed a 40 hour work week. If a holiday is observed on a regular workday, the employee will receive 8 hours of pay for that holiday.
4. TPW positions will be assigned without being advertised for seniority choice. The positions are not subject to any seniority principles and will not require an abolishment notice at their conclusion. Employees on a TPW assignment will not perform work of any other position established under the January 1, 2011 Agreement as amended.
5. Employees will be treated as returning from their leave of absence once they are cleared to return to a regular assignment under the January 1, 2011 Agreement, as amended.
6. Time spent working on TPW positions will count as time worked for all longevity based agreement benefits.
7. This agreement will expire on December 31, 2016, unless it is extended by mutual agreement. This agreement may also be cancelled by either party by serving a 30 day notice to the other party.
8. At the conclusion of this pilot project, the parties will meet and review the results of the project.

Motor Carrier Safety Improvement Act

When the Motor Carrier Safety Improvement Act of 1999 passed, the U.S. Congress instructed the Federal Motor Carrier Safety Administration (FMCSA) to significantly revise the commercial driver's licensing program.

In response to these instructions, the FMCSA issued a final rule to address the issues prompted by the FMCSA including some of the following:

- Disqualification of drivers from driving while suspended, disqualified, or causing a fatality.
- Expanding the definition of serious traffic violation.
- Extending driver record check.
- Notification requirements.
- Disqualification of commercial drivers for violations obtained while driving a non-commercial motor vehicle.

Below we go into greater detail of each individual item. These are a direct result of the final rule and the reason why CSX is requiring you to comply with the CMSVA mandate when completing the Driver Information Form.

Expanding the Definition of Serious Traffic Violations

Serious traffic violations mean the conviction of any of the following offenses when operating a CMV, except weight, defect and parking violations:

- Excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit.
- Reckless driving as defined by State or local law or regulation, including but not limited to offenses of driving a CMV in willful or wanton disregard for the safety of persons or property.
- Improper or erratic traffic lane changes.
- Following the vehicle ahead too closely.
- FA violation, arising in connection with the fatal accident, or State or local law relating to motor vehicle traffic control.
- Driving a CMV without obtaining a CDL.
- Driving a CMV without a CDL in the driver's possession.
- Driving a CMV without the proper class of CDL and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported.

Expanded Driver Record Check

Applicants for an initial CDL and those transferring or renewing a CDL, must provide state driver licensing agency personnel with the name of all states where previously licensed for the past 10 years to drive any type of motor vehicle, allowing state officials to obtain an applicant's complete driving record. The final rule limits this record check to CDL drivers initially renewing their licenses after the effective date of this rulemaking.

States must maintain a CDL driver-history record noting an individual's convictions for state or local motor vehicle traffic control laws while operating any type of motor vehicle. Information on these convictions and other licensing actions must be kept a minimum of 3 years.

Disqualifying offenses range from 3 years to life.

Notification Requirements

States that disqualify a CDL holder licensed by another State, or revoke, suspend, or cancel an out-of-State CDL holder's privilege to operate a CMV for at least 60 days, must notify the State that issued the license of the disqualification, revocation, suspension, or cancellation, within 10 days.

Disqualification of Drivers for violations of Non-CMV's

The final rule allows CDL drivers to be disqualified if they have been convicted of traffic offenses while operating a non-CMV, which result in their license being canceled, revoked or suspended; or of committing drug or alcohol-related offenses while driving a non-CMV. It also adds 2 new disqualifying offenses: driving a CMV after the driver's CDL was revoked, suspended or canceled for violations while operating a CMV and causing a fatality through the negligent or criminal operation of a CMV.

In addition, CSX requires additional information that is also part of The Commercial Motor Vehicle Safety Act.

1. A copy of your medical examiner's certificate or medical card completed by a medical examiner approved by CSX if you have one.
2. A copy of your unexpired Commercial Driver's License (CDL)

OR

A copy of both a road test certificate from the past 3 years and your non-commercial driver's license.

CSX's policy requires you to have the Driver Information Form, a copy of your valid D.L. and a copy of your current medical card turned in or you may be disqualified as a CDL driver. We want to make sure our members are in compliance with CSX's policy and have the appropriate materials in to CSX by the deadline. This is for members who hold a position on CSX that requires you to drive a Commercial Motor Vehicle, possess a valid CDL or plan on bidding a position that requires a CDL.

**If you should have any questions, concerns or uncertainties please
contact one of your System Officers for advice**

AND/OR

Jessica Bentley

Director, Title & Registration Services

ABS National Auto Services, Inc.

9000 Executive Park Dr. #A115

Knoxville, TN 37923

1-800-288-6324 ext 245

Fax# 844-605-1372



Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters

Freddie N. Simpson
President

Perry K. Geller, Sr.
Secretary-Treasurer

December 22, 2015

To: All BMWED National Division and System Officers

Dear Brothers and Sisters:

Re: BMWED Cash and Non-Cash Compensation as of January 1, 2016

Attached for your information and use are the annual and monthly values attributed to cash and non-cash compensation accorded to Maintenance of Way employees under the terms of the April 25, 2012 National Agreement, and statutory benefits provided by applicable Federal law, effective January 1, 2016.

The attached chart was constructed using an average hourly wage of \$26.89, the figure used by National Division to calculate National Division dues for Class I railroad employees for the calendar year 2016, and all figures are computed on the basis of an employee working straight time only on a twelve (12) month no-furlough basis. Obviously, figures for taxes paid by the Carrier and employee towards Railroad Retirement will vary based upon each employee's actual hourly rate of pay and number of hours worked in any calendar year. The purpose of the chart is to provide a reasonable example of economic value provided to BMWED members under the terms of the National Agreement and Federal Law.

Please also note that the values for the health insurance include the actual amounts paid by the carriers to the various health insurance providers/administrators, including on-duty injury coverage. As you can see, those figures are greater than the amounts used to calculate the employee cost-sharing contributions. The employee cost-sharing contribution has remained at \$198 per month since January 1, 2010. However, effective July 1, 2016 through December 31, 2016, it will increase to \$228.89 per month. This increase is in accordance with Article III, Part B, Section 1(c) of the April 25, 2012 National Agreement.

If you have any questions regarding this circular, please contact Peter Kennedy, Executive Assistant to the President, at (248) 662-2614.

Fraternally yours,

President

Attachment

cc:	Perry K. Geller, Sr.	Gary Hart	Tim McCall
	Clark Ballew	Charlie Hogue	Michelle Osborne
	Bill Bon	Rick Inclima	Mark Schappaugh
	Carey Dall	Don Griffin	All BMWED Designated Counsel

PEK/kh opeiu42

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**COMPENSATION PACKAGE
2016**

The following breakdown represents the estimated value of cash and non-cash compensation accruing to Maintenance of Way employees with an hourly wage of \$26.89 working straight time hours only during the entire calendar year.

PAID BY THE CARRIER	PER YEAR	PER MONTH Jan. 1 – June 30, 2016	PER MONTH July 1 – Dec. 31, 2016
Wages	\$55,931.16	\$4,660.93	\$4,660.93
Railroad Retirement Tier I & Medicare (7.65%)	\$4,082.76	\$341.41	\$339.05
Railroad Retirement Tier II (13.1%)*	\$6,991.44	\$584.64	\$580.60
Unemployment (RUIA) (2.15%)**	\$375.36	\$31.28	\$31.28
Railroad Employees' National Health & Welfare Plan***	\$17,388.00	\$1,449.00	\$1,449.00
Vision Plan	\$97.92	\$8.16	\$8.16
Dental Plan (GP-12000)	\$677.64	\$56.47	\$56.47
Retiree Health Plan (GA-46000)	\$1,616.40	\$134.70	\$134.70
Supplemental Sickness Benefits (GP-7000)	\$394.44	\$32.87	\$32.87
Off-Track Vehicle Insurance	\$5.40	\$.45	\$.45
Employee Cost-Sharing Health Insurance Contribution	-\$2,561.34	-\$198	-\$228.89
Employee Railroad Retirement Tier I & Medicare (7.65%)*	-\$4,082.76	-\$341.41	-\$339.05
Employee Railroad Retirement Tier II (4.9%)*	-\$2,615.10	-\$218.68	-\$217.17
Total Employer Paid Cash, Non-Cash Compensation and Payroll Taxes Less Employee Cost-Sharing and Employee Payroll Taxes	\$78,301.32	\$6,541.82	\$6,508.40

* All Tier I and Tier II payments based on the \$198.00 (January – June 2016) and \$228.89 (July – December 2016) monthly cost-sharing payments being deducted prior to the calculation of payroll taxes.

** The RUIA tax rate is based upon each railroad's experience (the more claims for unemployment insurance, the higher the rate) and can vary from 0.65% to 12% of a maximum monthly wage of \$1,455.00. For purposes of this chart, the figure of 2.15% is used. The actual rate for employees will vary by employer.

*** Includes both foreign to occupation and on-duty coverage, life insurance and accidental death and dismemberment coverage.



2016 Notice of Health Plan Changes for Pensioner Under 65 Members (Summary of Material Modifications)

Who is UPREHS?

Union Pacific Railroad Employees Health Systems (UPREHS) is a not-for-profit, self-funded health plan owned and operated by its members. UPREHS was organized as a not-for-profit entity in 1947 after labor union leaders saw a need to ensure that adequate separation was established between the health plans and the employers. UPREHS employs approximately 85 TCU members striving earnestly to serve our union brothers and sisters each day. We currently provide medical health benefit coverage to over 20,000 union members.

What is the reason for this communication?

To notify you of the following changes to your UPREHS plan, effective January 1, 2016. This plan has no out-of-network benefits and has a lifetime combined medical and pharmacy benefit maximum of \$150,000.

- A premium increase to \$500 per month, effective January 1, 2016.
- New benefits, including telemedicine and annual wellness examinations.
- Increased co-payments for emergency room visits. Co-payments are fixed dollar amounts.
- A \$500 annual medical benefit deductible. You pay all medical benefit costs up to the deductible amount before the plan begins to pay for covered services (except for annual wellness examinations).
- Once the annual medical benefit deductible is met, there is a 20% medical co-insurance (your share of the cost of a covered service), up to the annual medical benefit out-of-pocket maximum. Covered medical benefits are paid at 100% of the plan allowable amount after meeting your annual medical benefit maximum out-of-pocket.
- The annual medical benefit out-of-pocket maximum is \$2,500. The annual medical benefit deductible and 20% co-insurance apply to your annual maximum out-of-pocket. Covered medical benefits are paid at 100% of the plan allowable amount after meeting your annual medical benefit maximum out-of-pocket.
- Prescription drug benefit co-payment changes. Your plan provides a tiered co-payment drug benefit. The cost of the drug to you depends on the tier to which the drug is assigned.

Why are benefit changes necessary?

Although the medical and pharmacy costs for the Pensioner Under 65 plan have increased by 18% over the past five years, UPREHS has made minimal plan changes during that time. We have engaged with top healthcare industry experts to research ways to better utilize your trust funds to secure excellent, affordable benefits with minimal impact to you. *Your Plan for Life!*

UNION PACIFIC RAILROAD EMPLOYEES HEALTH SYSTEMS

PO Box 161020 • Salt Lake City, UT 84116-1020 • PHONE: 800-547-0421 • FAX: 801-595-4399

The following is a brief summary of benefit changes. You can find more information about these benefit changes at www.uphealth.com (click on the "For Members" tab at the top right of the home page). Please contact us with any questions via email at help@uphealth.com.

2016 Medical Benefit Changes <i>This plan has no out-of-network benefits and has a lifetime combined medical and pharmacy benefit maximum of \$150,000.</i>	You Pay (In-Network)
\$500 annual medical deductible. You pay all medical benefit costs until the annual medical benefit deductible is met.	\$500 annual deductible
20% co-insurance on medical benefits Your share of the cost of covered services after the annual medical benefit deductible is met, up to the annual out-of-pocket maximum.	20% co-insurance
Annual out-of-pocket on medical benefits maximum The annual medical benefit deductible and 20% co-insurance apply to your annual maximum out-of-pocket. Covered medical benefits are paid at 100% of the plan allowable amount after meeting your annual medical benefit maximum out-of-pocket.	\$2,500 annual out-of-pocket maximum
New Annual Wellness Exam and Benefits – Covered at 100% UPREHS values your quality of life. We encourage you to take advantage of this PREVENTIVE CARE BENEFIT to help identify any chronic conditions in their early stage and to assure that you are as healthy as possible for years to come.	\$0 co-payment
Telemedicine Visit - Doctor on Demand UPREHS knows there are times when a visit to the doctor's office is inconvenient. We are pleased to announce a NEW TELEMEDICINE BENEFIT available at a low cost to you. A Doctor on Demand video visit allows a physician to provide focused care at a time and location convenient for you. With video, they can look, listen and engage with you to diagnose your issues and provide an effective treatment plan through a mobile device such as your iPad, computer or smart phone. (Types of service include: cold & flu, sore throat, UTI's, travel illness, sports injuries, skin issues/rashes, diarrhea & vomiting, and eye conditions)	\$10 co-payment
Emergency Room UPREHS will pay out-of-network benefits for emergency room services for the first 24 hours. After 24 hours, you must either transfer to a participating hospital or you may be responsible for the remaining charges.	\$125 co-payment
Specialty Drugs administered in a physician's office Precertification required. Call 800-547-0421.	\$100 co-payment for the drug
Specialty Drugs administered in a hospital Precertification required. Call 800-547-0421.	\$100 co-payment for the drug
Home Infusion Therapy Specialty Drugs Precertification required. Call 800-547-0421.	25% for the drug

2016 Prescription Drug Benefit Changes

Your plan provides a tiered co-payment drug benefit. The cost to you depends on the tier to which the drug is assigned and if you have met the annual prescription drug cap of \$1,700.

Pharmacy Co-payment Amounts	Tier 1 Preferred Generic (30-Day)	Tier 2 Generic (30-Day)	Tier 3 Preferred Brand (30-Day)	Tier 4 Non-Preferred Brand (30-Day)	Tier 5 Specialty (30-Day)
Depot Drug Pharmacies	30-day \$3 supply A 90-day \$9 supply will be dispensed when filling from Depot Drug Mail Order Pharmacy	\$10	\$20	\$75	Not Available
Retail	\$15	\$20	\$40	\$100	Not Available
Briova Specialty Pharmacy Call 800-850-9122 Fax 800-218-3223	\$5	\$10	\$25	\$75	25%

Drug and Medication Tiers

Tier 1-UPREHS Preferred Generic Drugs

Tier 2-UPREHS Generic Drugs

Tier 3-UPREHS Preferred Brand Drugs

Tier 4-UPREHS Non-Preferred Brand Drugs

Tier 5-UPREHS Specialty Drugs - 25% co-insurance minus any available manufacturer, state or other assistance programs that may apply.

This document constitutes a Summary of Material Modifications to the Summary Plan Descriptions for the Plans in effect as of January 1, 2015. The changes described in this document are generally effective as of January 1, 2016. Please keep this document with your other UPREHS Benefit Plan materials so that you have up to date information. For a copy of your benefit plan materials, visit us at www.uphealth.com.

Program Letter

United States Railroad Retirement Board Office of Programs



Quality Reporting Service Center

Phone: (312) 751-4992

e-mail: qrsc@rrb.gov

[Fax: (312) 751-7123]

Letter No.
2016-01

Date: 12/04/2015

TO: Certification Registration, Retirement and Unemployment Contact Officials

SUBJECT: Notice of Annual Rates (2016)

Please distribute this notice to all individuals within your organization who may need the information in connection with their work.

Creditable and Taxable Compensation

The 2016 railroad retirement tax rates and maximum compensation bases are as follows:

	<u>Tax Rate</u>	<u>Earnings Base</u>
Employee Tier I	6.2%	\$118,500
Medicare	1.45%	No Limit
Employer Tier I	6.2%	\$118,500
Medicare	1.45%	No Limit
Employee Tier II	4.9%	\$88,200
Employer Tier II	13.1%	\$88,200
Railroad Unemployment Insurance	Variable	\$1,455
Railroad Unemployment Insurance Maximum	None	\$1,879

The Tier II tax rates are determined annually from a tax rate schedule based on an average account benefits ratio reflecting railroad retirement fund levels. Employer tax rates can range from 8.2 percent to 22.1 percent. Employee tax rates can range from 0 percent to 4.9 percent.

Special Note: Beginning in 2013, employees will pay an additional 0.9 percent on earnings above \$200,000 (for those who file an individual return) or \$250,000 (for those who file a joint return). This additional HI tax rate is not reflected in the tax rates shown above.

Experience Rating

In October 2015, each employer was sent a notice of their 2016 Railroad Unemployment Insurance Act (RUIA) contribution rate. If you have not received your notice, please contact the Quality Reporting Service Center.

Retirement and Survivor Benefits

Exempt Amounts for Annual Earnings Test for Less Than Full Retirement Age Annuitants: In 2016, the annual exempt amount for less than full retirement age annuitants is \$15,720. The monthly exempt amount for the first year of retirement in 2016 is \$1,310.

Exempt Amounts for Annual Earnings Test for Full Retirement Age Annuitants: In 2016, the annual exempt amount for full retirement age annuitants is \$41,880. The monthly exempt amount for the first year of retirement in 2016 is \$3,490.

No Cost-of-living Increase: Annuitants will not receive a cost-of-living increase in 2016.

Unemployment and Sickness Benefits

Maximum Daily Benefit Rate: Under the Railroad Unemployment Insurance Act (RUIA), the maximum daily benefit rate is equal to 5 percent of the monthly RUIA compensation base, rounded down to the nearest multiple of \$1.00. For days of unemployment and sickness in registration periods beginning on and after July 1, 2016, the maximum daily rate is \$72.00. The maximum rate for registration periods beginning on or after July 1, 2017, is \$72.00.

Monthly Compensation Base: The monthly compensation base under the Railroad Unemployment Insurance Act for calendar year 2016 is \$1,455.

Qualifying Base Year Compensation: The amount of base year compensation required in 2016 to qualify for benefits in the benefit year beginning July 1, 2017, is \$3,637.50.

Compensation of \$3,637.50 is also the amount of creditable compensation required to end a voluntary leaving of work disqualification period in months in calendar year 2016. In addition, remuneration earned in calendar year 2016 from employment covered under the Act cannot be considered subsidiary remuneration if the employee's base year earnings are less than \$3,637.50.

Maximum Benefits: The monthly amount of base year 2016 compensation that can be counted in determining the maximum amount of normal benefits payable to an employee in the benefit year beginning July 1, 2017, is \$1,879.

Maximum Monthly Compensation Base and the Earnings Test: For unemployment registration periods beginning July 1, 2017 and later, no benefits are payable for which the total amount of an employee's earnings and other remuneration from railroad and non-railroad work for days in the period exceeds the monthly compensation amount of \$1,455.



Above Retiree George Dawkins of Local Lodge 1509 receiving his gold watch for retirement. Presented by Vice Chairman, Jim Wilson.



Top Right Scott Lacy receiving his pocket watch from lodge 996 for his Retirement. January 30, 2015



Bottom Vice Chairman, Russell Farmer presents Brother Everett Griffin of lodge 2163 with his retirement plaque

Congratulations

on your Retirement



Left General Chairman, Dennis Albers presents retirement plaques to Bobby Butts and David Love at lodge 1035 meeting in Evansville, Indiana.



Right Retiree Charlie Hoskins is presented with his gold watch from lodge 1509 by Vice Chairman, Jim Wilson.