

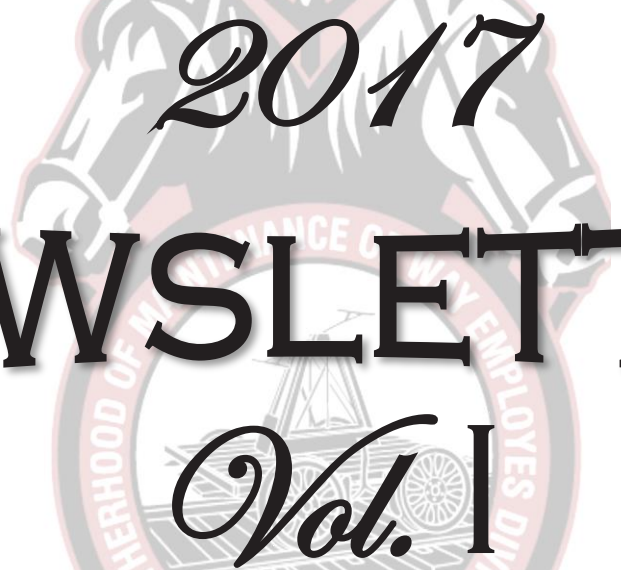
Allied Federation

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
of the International Brotherhood of Teamsters

Dennis Albers
General Chairman


111 Imperial Blvd. C300
Hendersonville, TN
37075

2017 NEWSLETTER Vol. I



Highlights of the 2017 Vol. I Newsletter

- Allied Federation Quadrennial Convention
- National Bargaining Update
- GA-46000 Lifetime Maximum Adjusted for 2017
- Mileage Rates
- Advertisement of Positions
- Changes in Dues for 2017
- PLB 3781
- National Vacation Agreement
- Seniority Roster
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Allied Federation Quadrennial Convention

The convention was a huge success despite hurricane Matthew.

The Allied Federation Convention convened in Tampa, Florida to conduct business and elect system officers, district chairmen and executive board members for the next four (4) years.

The Allied Federation has one hundred four (104) Local Lodges.

Each Local Lodge was entitled to send a delegate to represent them at this Convention. In the event a Local Lodge does not send one of its own members to the Convention, it may elect to be represented by a member in good standing of another Local Lodge in the System Federation,
the General Chairman
or a Vice Chairman.

The voting strength for each delegate was determined by the membership of the Local Lodge in August 2016. In August 2016, the Allied Federation membership was 7803. The Credential Committee reported seventy (70) delegates present, representing one hundred four (104) lodges.

Delegates present constituted a combined 6639 votes which was cast by the delegates.

This is eighty-five percent (85 %) of our membership voting for their union leaders.

ALLIED FEDERATION
QUADRENNIAL
CONVENTION WAS HELD
ON OCTOBER 4 & 5,
2016 IN TAMPA, FLORIDA

RETIRED ALLIED FEDERATION SYSTEM OFFICERS

Brothers Bill Palmer, Jim Knight and Larry Foster retired on January 1, 2017. I cannot express the gratitude, loyalty, support and especially their friendship. All three (3) of these Brothers worked long hours and weekends to service the membership. I wish Bill, Jim and Larry a long and happy retirement.

Thanks Brothers.

Also, I would like to thank the wives - Debbie Palmer, Joy Knight and Debbie Foster for all their support to their husband and the federation.

NEW ALLIED FEDERATION SYSTEM OFFICER

Brother Brandon Fuhrhop was elected at the Convention and has started his new career as a Vice Chairman on January 1, 2017.

Brother Fuhrhop will cover the MOP and KCS

The approximate actual cost of the Convention which includes: airplane tickets, mileage, food, beverage and rooms is in the neighborhood of \$ 192,843.00

"I would like to thank all the delegates for performing their duties as the elected delegate for their Local Lodge. Also, I would like to thank my staff Kristi, Chelsey and Katie for all their hard work to make this a great and successful convention."

- General Chairman, Dennis Albers



ALLIED FEDERATION SYSTEM OFFICERS

<i>Officer</i>	<i>Position</i>	<i>Contact No.</i>
Dennis Albers	General Chairman	618-210-4987
Len Buckley	First Vice Chairman	304-654-6617
Brian Thies	First Vice Chairman	618-201-2844
Pete Amaro	Vice Chairman	956-763-8402
Russell Farmer	Vice Chairman	706-361-5777
Jeff Finch	Vice Chairman	281-923-7962
Brandon Fuhrhop	Vice Chairman	618-521-4215
Roy Griffith	Vice Chairman	804-399-1499
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

System Office

Phone: 615-338-0027 or 800-752-8009 Fax 615-338-0209



NATIONAL BARGAINING UPDATE

A Call to Arms For All of Rail Labor

For two years, the railroads have made no reasonable effort to reach an agreement on health benefits. From the onset of bargaining, the railroads took the position that every union-represented railroad employee was overpaid and had too much health and welfare benefits. The railroads contend that the only way for them to continually produce profits for their shareholders was through slashing your healthcare benefits and giving you paltry wage increases, coupled with the ability to contract out scope covered maintenance of way work. Meanwhile, railroad net income almost doubled from \$6.9 billion in 2006-10 to \$12.2 billion in 2011-15.

Early on, the BMWED-SMART Mechanical coalition presented the railroads with a cost-saving measure for health insurance that should have taken the subject off the bargaining table. The measure doesn't cost a single railroad employee a cent more for their current health care benefits and it doesn't cost the railroads a cent more either. The Unions' proposal provides the same savings that the drastic benefit cuts of the last contract provided to the carriers. This time, the insurance vendors of the Plan are the ones who will contribute the savings, not the railroad employees.

After several months of slow-walking the negotiation, the railroads confirmed our findings. They agreed the proposal would save them money without costing employees a cent more.

Then, they said they weren't interested. They said slashing your benefits is the only way forward to reach a "voluntary agreement." The other rail bargaining coalitions have had the same experience at the bargaining table; slashing and gouging is the only path forward for an agreement.

We offered solutions, but the railroads refused any path but their own.

After the Presidential election, the railroads terminated negotiations with each of the Coordinated Bargaining Group¹ and BMWED-SMART Mechanical coalitions, and requested mediation.

In his December 26, 2016 press release, BLET President Dennis Pierce made it clear that right now is the time to fight, and made a call to arms to BLET members to join him in this fight for a fair and reasonable National Agreement. We agree that the time to fight for our livelihood is now. We recognize that the best way to advance the causes of rail labor is through a strong united front. The BMWED stands in solidarity with President Pierce and our BLET union brothers and sisters. We're prepared to fight alongside you, including, on the picket line, to maintain our work rules and health and welfare benefits, and to get the pay increases that railroaders deserve.

To this end, I urge all of rail labor to stand united. We deserve to be heard. Let's make it clear and certain to the railroads that their attack on any single railroader's standard of living and dignity is an attack on every single railroader, and will be met with united resistance.

¹ The Coordinated Bargaining Group consists of the American Train Dispatchers Association; the Brotherhood of Locomotive Engineers and Trainmen; the Brotherhood of Railroad Signalmen; the International Brotherhood of Boilermakers; the National Conference of Firemen and Oilers; and SMART Transportation



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference of the International Brotherhood of Teamsters

A call to arms: Join me in our National Contract fight

By Dennis R. Pierce
BLET National President

(BLET Editor's Note: The following message from BLET National President Dennis R. Pierce has been excerpted from the November 2016 issue of the Locomotive Engineers and Trainmen News.)

INDEPENDENCE, Ohio, December 26 — In the days leading up to this month's Newsletter going to print, a major development occurred in our National Negotiations with the nation's freight carriers. As most of you are aware, on Monday, December 5, 2016, the Unions making up the Coordinated Bargaining Group served notice on the National Mediation Board requesting that they mediate our contract dispute with the freight carriers. It is important that all BLET members understand what has happened with our negotiations to get us to this point, as well as what will happen now that mediation has been invoked, and my message will key on both of those issues. It also is imperative that all BLET members understand the terms and conditions of the Railway Labor Act (RLA) that govern our actions in contract negotiations and this month's Newsletter also includes an explanation of the relevant portions of the RLA (see page 4).

For almost two years, the rail unions in our bargaining group, as well as all other rail unions, have been at the table making every effort to reach an agreement with the freight carriers that would respect the contributions that you make to the carrier's bottom line. We all know that those profits would not be possible without the hard work of the union-represented employees of the nation's freight carriers. When the bargaining round began railroad traffic was good, but that changed within a year of our negotiations starting. Not only did the nation's Class I carriers begin to furlough operating employees as a result of a downturn in business, they began to close shops, mothball low density rail lines and, in some cases, they even spun off portions of their properties to shortline carriers through leases and line sales. Many of these same carriers also served notices to change their operations, and in many cases long standing terminals lost their jobs and those employees were forced to relocate.

I am not sharing any new information with BLET's membership; you have lived through the furloughs and operational changes that your employers have forced upon you. What is important to note in all of this is that history shows us the nation's railroads will find a way to get back to higher profits, and their actions so far make it more than clear that they intend to do that on the backs of their union-represented employees.

Our contract negotiations are no different. In the two years that we have been at the bargaining table, the carriers have never made a contract offer to any of the unions that we found acceptable. Not only were their offers unacceptable to the unions' bargaining teams, it is clear to me that they also would have been unacceptable to the membership. The level of concessions that were demanded on our Health and Welfare benefits were way beyond anything any of the rail unions had seen in decades. And to add insult to injury, the General Wage Increases they offered were so low that in some cases they would not even have been enough to offset the additional Health and Welfare costs. When business declined the carriers' offers went from bad to worse, and totally unacceptable demands were made to change our work rules in ways that would have our

membership doing more work for less money. We have been crystal clear with the carriers that you would never accept or ratify their demands.

It is important for all BLET members to understand not only what has happened to date, but why it happened. The carriers' unwillingness to treat us fairly was not because of any failure of the participating rail unions to put forward reasonable settlement proposals that reflected what our membership expects. Quite to the contrary, we made it clear that improvements in our Health and Welfare plan and fair wage increases is what our members not only wanted, it is what they have earned. We also argued for improvements to our work rules, including real improvements to mitigate fatigue, and a national agreement to once and for all put an end to the carriers' outrageous attendance policies.

Whether you are an Independent, a Republican, or a Democrat, it should be clear to all involved that the carriers delayed reaching a settlement until they knew the results of the November Presidential election. One of the weaknesses of the bargaining terms and conditions of the RLA is that either side can delay settlement, as the Carriers did throughout 2015 and 2016. We sought a fair agreement for that entire period; it was clear early on that the Carriers intended to delay until now.

In the weeks preceding the election, our meetings with the carriers showed some potential of a reasonable settlement, but that was when the polls favored Secretary Clinton. Early on November 9th it became clear that Mr. Trump had been elected, and before I share how that impacted our negotiations, I think it is important for us all to recognize what happened within our union on election day.

In the year preceding the election, I spent many weeks on the road meeting with member groups. I attended Division meetings, General Committee meetings and State Legislative Board meetings, as well as our regional meetings. I interacted with several hundreds of BLET members, and asked them all to share with me their feelings and opinions on how their employer was treating them, as well as how the outcome of the November elections might impact that. Well before the election, it was clear to me that many of BLET's members were outraged by the way that their employers were treating them, and they were equally outraged that our union has been unable to stop that treatment. Whether it be the carriers' excessive disciplinary policies, including heavy handed attendance policies, or the complete disregard for lineups and the resulting impact on our quality of life, BLET's members are tired of the way things are. Adding to that frustration is the fact that under the governing provisions of the RLA, most if not all of the grievances that frustrate our membership are deemed to be minor disputes that can only be addressed through arbitration. Without belaboring the point, there is a growing feeling that the arbitration provisions of the RLA have failed rail labor on many fronts, and the end result is a disenchanting membership who wants things to change.

It also became clear to me earlier in the year that many BLET members, and many other unionized rail employees, felt so disenfranchised that they were willing to give Mr. Trump a chance. The message that Trump put out during the campaign was attractive to many working and middle class Americans. Many of these Americans feel that the system has left them behind for any number of reasons, and the promises that Trump made led them to believe that he would improve the working class's lot in life. Although this is not based upon hard data, it is safe to conclude that a significant portion of BLET's membership — perhaps over half — voted for Mr. Trump, and in some locations it was much higher. I fully understand this vote of frustration, as I too am completely frustrated with the nation's railroads and their treatment of our membership. In the end, many of BLET's members who voted for Mr. Trump now feel that they won; they are certain that they will be treated better in the workplace, including the terms of their upcoming contract.

The part that may be lost on many of our members, however, is that the railroads also were frustrated. They were frustrated by President Obama's administration, especially when it came to

new legislation and regulations. Be it PTC, crew size, or any of the improvements to our workplace found in the regulations that implemented the Rail Safety Improvement Act of 2008, the carriers have fought tooth and nail to block all new forms of government safety oversight and accountability. When Mr. Trump was elected, much like many of the BLET's members, the carriers feel that they won; they are certain that they will not have to treat you better in the workplace, and that includes any obligation to give you a fair contract. That is where things stand now — a classic stalemate that prevents the parties from reaching a fair contract settlement.

At our first meeting after the election, your negotiating team made it clear to the nation's freight carriers that an unprecedented number of their employees had voted for Trump because they felt that he would stop the railroads from abusing them. We made it clear that, for many of our members, expectations were higher after the election than before, making it even harder to ratify anything less than a fair contract offer. Regardless of who you personally voted for, you should know that our comments fell on deaf ears. It is clear that the CEOs of the nation's freight carriers feel that they have little to lose by exhausting the provisions of the RLA with President-Elect Trump in office to appoint what they expect to be a management friendly Presidential Emergency Board (PEB) sometime next year.

As a result of all of this, and as I write this piece, nearly all of the involved rail unions are now in mediation with the National Mediation Board managing that process. The RLA requires that the parties attempt to mediate their contract differences before either side can exercise "self-help." Self-help to the carriers includes a lock out and/or the right to impose changes in rates of pay, rules and working conditions. On the union side, self-help includes the right to strike. But before either of those options is available to either side, the parties must attempt to reach a settlement mediated by the National Mediation Board. The current makeup of the three appointed members of the NMB is two Democrats and one Republican. That will almost certainly change before our dispute is resolved, so it is hard to know how long the parties will remain in mediation. In one worst case scenario, most of Rail Labor was held in mediation for up to nearly eight (8) years in a previous contract dispute with Amtrak. It is also noteworthy that the NMB ultimately answers to the President, and he will have input on the process and its timeline. It is clear to us that the carriers want to expedite the mediation process in the hope that they will get this dispute to a management-friendly PEB in short order.

As for our efforts, your negotiating team has heard loud and clear that our membership will not voluntarily accept a less than fair contract offer that diminishes our health care plan, adversely changes work rules, and provides less than acceptable wage increases. Not now, especially when the expectations of our membership have exponentially increased day after day. Despite our best efforts, the carriers continue to require our members to manage and operate new and unproven technologies under threat of discipline. They give no regard to our increased productivity; instead they only push for more without offering any recognition for the past 30 years of crew size reductions resulting in fewer employees doing more work.

The carriers refuse to provide meaningful predictability on when we are expected to work, but continue to administer oppressive attendance policies that not only prevent our members from taking time off when they are fatigued; they also prevent our members from being home for family birthdays, holidays, graduations and even funerals.

In the end, unless the National Mediation Board can convince the carriers to reach a fair settlement, we will arrive at the point where the Board will be required to proffer arbitration as a way to resolve the dispute. Accepting such a proffer would terminate our rights to self-help, and would place our dispute in the hands of someone not affected by the outcome.

Our Bylaws were changed in 1986 to require that your National President cannot accept such a proffer without first obtaining rank and file ratification. No BLE International or BLET National

President has ever put that question to a vote in national freight negotiations since then, as it is obvious that our membership will not give up its right to strike in return for arbitration. The right to strike is your ultimate right to economic strength and, absent some dramatic change that I don't see on the horizon, I can tell you now that I will reject any proffer of arbitration.

If we can't achieve a fair and equitable contract that is worthy of your consideration through mediation, the prospects for which seem very slim right now, our bargaining dispute will reach a "final" cooling-off period, after which both sides would have the legal right to exercise self-help. I cannot speak for what the carriers will do when they gain that right, but I can assure you that I am convinced that the only leverage that we have is the economic strength of a strike. When we legally reach that point, I fully intend to authorize that strike, and to join the membership on the picket line as we all act in solidarity.

Should that occur, I will be calling on all affected BLET members to join in our efforts as our strength is in our numbers. Having said all this, there is one piece that we must all recognize. Under the RLA, without Congressional involvement, there is only one person who can take away our legal right to exercise our economic strength through striking. That person is the President of the United States of America, and the President exercises his right to do so by appointing a Presidential Emergency Board. When the time comes, I will be personally calling on President-Elect Trump not to interfere in our dispute with the carriers. I also will be asking all of you to do the same.

As I have said in the past, I cannot guarantee the outcome of this dispute, but I can guarantee you that your National Negotiating Team is working for you and we will fight the carriers' attempt to force you under a substandard contract with every ounce of our energy.

Monday, December 26, 2016

bentley@ble-t.org

<http://www.ble-t.org/pr/news/newsflash.asp?id=5918>

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<http://www.ble-t.org>



Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers

Robert A. Scardelletti
National President

SPECIAL ALERT

NATIONAL NEGOTIATIONS UPDATE DECEMBER 2016

National negotiations between the freight railroads in national negotiations and the TCU Coalition remain stalled, hostage to the carriers' unremitting demands for major concessionary changes to the plan design of GA-23000.

Negotiations began in January of 2015. TCU invoked mediation in October 2015. The parties have met regularly since then under the auspices of the National Mediation Board. No progress has been made.

Each side has exchanged voluminous information, with the carriers emphasizing what they consider to be the high costs of the national health insurance plan relative to other industries, including non-union. The TCU coalition has stressed how much the plan design savings from the last contract have gone to hold down costs, that employees are paying enough now, and that comparing us to non-union industries is a non-starter. The parties also remain far apart on wages. And, at a recent session, the carriers added a host of concessionary work rule demands to their agenda.

The TCU Coalition consists of TCU Carmen and Clerks, IBEW, IAM, and TWU. Two other coalitions are also meeting. One consists of ATDA, BLET, BRS, IBB, NCFO-SEIU, and SMART-Transportation (UTU). The other consists of BMWED and SMART-Mechanical (Sheet Metal). We are in regular contact with both coalitions, and both report no progress. Until now, neither has been in mediation.

The election of President Trump puts the prospect of a Presidential Emergency Board into the distant future. A whole new National Mediation Board will have to be appointed and confirmed, and it is expected that process will take many months. From the beginning, both sides said they prefer a voluntary settlement, but the gap in health care expectations continues to make that problematic. Clearly the carriers feel emboldened by the Republican sweep.

On the bright side, our last contract provided for a 3% general wage increase on the first day of the new contract (January 1, 2015). And it also provided for a freeze of a \$198 monthly employee contribution for one and a half years past the contract's duration, an unprecedented accomplishment. The contract also provided that, on July 1, 2016, there would be a one-time increase reflecting the employee's 15% cost share at that time. That amount came to \$228.89.

The good news is that the \$228.89 monthly contribution cannot be increased until a new contract is reached. (One of the TCU Coalition's demands is that the amount remains frozen in the upcoming contract as well.)

If there were no freeze, employees would begin paying on January 1, 2017, 15% of the increased health insurance costs, which have been determined to be \$261.37 a month. The freeze will save every member \$32.48 a month during 2017. If no contract is reached in 2017, the freeze will remain in place, but the cost of the plan will again go up, all of which will be borne by the carriers.

To give you an idea of the overall cost of the plan, the carrier monthly medical premium per employee increased to \$1657.42; the monthly dental premium to \$64.57; the monthly life insurance premium to \$12.30; and the monthly vision to \$8.16. The total monthly employer premium comes to \$1742.45, or \$20,909.40 a year.

The parties will be conferring in January to set up a next meeting date, which will be the first since the presidential and congressional elections. We will keep you apprised as negotiations proceed.

"The carrier's insistence on sweeping changes to our insurance is proving a tremendous obstacle to reaching an agreement," says National President Robert Scardelletti. "We are very proud of the excellent insurance benefits we have negotiated for our members, and we will vigorously oppose their demands to radically weaken it. No one likes delay, but we will not agree to concessions just to get an agreement."

GA- 46000 LIFETIME MAXIMUM ADJUSTED FOR 2017

The lifetime maximum benefits for the Railroad Employees National Early Retirement Major Medical Benefits (also known as ERMA or GA-46000) Plan will increase from \$151,600 to \$157,800 on January 1, 2017.

At the end of 2001, Labor and Management agreed on various procedures to administer the annual changes in the amount of the lifetime maximum benefit under ERMA plan. In conjunction with the formula established in 2001, a new lifetime maximum was calculated for 2017 by utilizing the October 2016 consumer price index (CPI) date for Hospital and related Service and Physician Services.

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Brotherhood of Maintenance of Way Employees



Search for "Brotherhood of Maintenance of Way Employees"

And LIKE our page!



ALL RAILROADS - ADVERTISEMENT OF POSITIONS

Each Railroad has different Rules to advertise positions and each Railroad has different qualifications and requirements such as: CDL, Hazmat, FRA, etc. Therefore, it is necessary to review each bulletin to determine if the endorsement is required.

Example – B&B Gang has 6 employees and the Railroad requires all six (6) employees to have a CDL license. This is a clear violation of Public Law Board 3781 Award No. 157, on account the Award asserts only 3 employees would be required.

Example – Bus Driver position advertised with Hazmat Endorsement.

Example – Foreman position advertised with Class A CDL but is assigned a pick-up truck.

2017 STANDARD MILEAGE RATES FOR BUSINESS

December 13, 2016 - Washington - The Internal Revenue Service today issued the 2017 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purpose.

Beginning on January 1, 2017, the standard mileage rates for the use of a car (also vans, pickup or panel trucks) will be **\$.535 cents per mile for business miles driven, down from \$.54 per mile for 2016.**

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

PROCEEDINGS BEFORE PUBLIC LAW BOARD NO. 3781

AWARD NO. 157

Case No. 157

Referee Fred Blackwell

Carrier Member: J. C. Amidon

Labor Member: D. D. Bartholomay

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs.

CONSOLIDATED RAIL CORPORATION

STATEMENT OF CLAIM:

Claim of the Brotherhood (MW-2717) that:

1. The Agreement was violated when the Carrier assigned junior Foreman J. A. Morris, instead of Mr. E. O. Spring, to the Outer Yard, Toledo, Ohio track foreman position advertised via Bulletin T-85 beginning July 6, 1992.
2. As a consequence of the violation referred to in Part (1) above, Claimant E. O. Spring shall be compensated for all wage loss suffered, including benefits and other credits, beginning July 6, 1992 and continuing until such time as he was permitted to return to duty from furlough.

FINDINGS:

Upon the whole record and all the evidence, after hearing in the Carrier's Office, Philadelphia, Pennsylvania, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

DECISION:

Claim sustained for Foreman's position compensation for days that Employee J. A. Morris performed service on position claimed by Claimant between July 9 and August 16, 1992.

OPINION

The Organization submits that Claimant Spring should have been recalled from furlough to the Outer Yard, Toledo, Ohio, Track Foreman position, advertised in Bulletin T-85, that was assigned to junior Foreman J. A. Morris. Compensation for the alleged violation of Claimant Spring's seniority rights is requested.

The qualifications in Bulletin T-85, dated June 18, 1992, included the requirement that the successful applicant have a Class C commercial driver's license (CDL) and be certified by the Federal Highway Administrative (FHWA).

The Carrier's initial denial of the claim was in a September 23, 1992 letter of the Division Engineer, Dearborn, Michigan, which stated that (CE 3b):

"Be advised that the position Mr. Morris was assigned required an FHWA...certification, which Mr. Spring did not possess."

The record confirms that, at the time of the denial of the claim, the Claimant did not have a FHWA certification and a CDL, which latter the Claimant did not receive until April 13, 1995.

The Organization submits that the lack of a CDL and FHWA certification, on the part of the Claimant, was not a proper basis for bypassing the Claimant for the Foreman position in question in favor of a junior Employee Foreman. In this regard the Organization's appeal letter, dated December 23, 1992, states in pertinent part (CE 5a):

"...I disagree with Mr. Elston's reason denying Mr. Spring's claim contending he wasn't 'fully qualified' in that he didn't possess FHWA qualifications. First of all the position was a Track Foreman job, not Vehicle Operator. Secondly the gang was a production support gang

in which many employees possessed the License if someone was needed to drive a vehicle requiring the license. Awarding the Foreman position to Morris was contrary to the Carrier's present policy in that only gangs with 5 or less will have to have a back up License (see attached Conrail Form)."

The "Conrail Form" referred to in this passage, in the window that lists the positions requiring CDL and FHWA certification, states (CE 5a, p. 4):

"FOREMAN (5 MEN OR LESS) SAME AS GANG DRIVER, AS BACKUP"

In reviewing the foregoing and the record as a whole, the Board finds that the record contains no challenge by the Carrier, by rebuttal evidence or otherwise, to the Union assertion that the Carrier's policy concerning CDLs and FHWA certification precluded its application to the disputed Foreman position because the position was Foreman of a gang that was comprised of more than five (5) members and that was working with a large Production Gang.

Therefore, the Claimant's lack of a CDL and FHWA certification should not have been treated as factors that disqualified Claimant Spring for the disputed Foreman position. A sustaining compensatory award is therefore in order.

In view of the foregoing, and based on the record as a whole, the claim will be sustained as hereinafter provided.



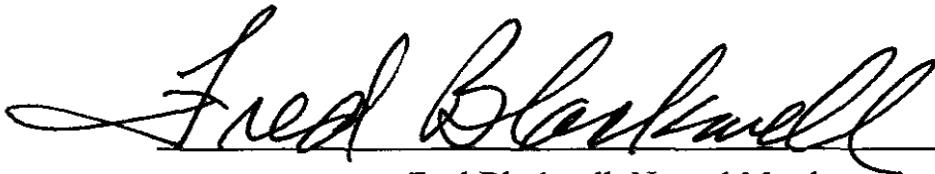
Fred Blackwell
Chairman / Neutral Member
Public Law Board No. 3781

May 30, 1998

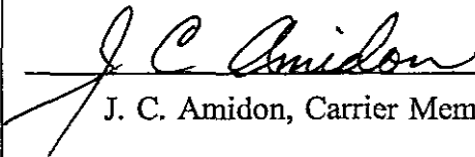
AWARD

The claim is supported and shown to be meritorious by the preponderating evidence of record. Accordingly the claim is hereby sustained and the Carrier shall compensate the Claimant in the amount that Employee J. A. Morris earned for performing service on the Foreman position in question in the period of July 9 through August 16, 1992.

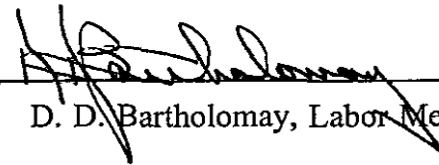
BY ORDER OF PUBLIC LAW BOARD NO. 3781.



Fred Blackwell, Neutral Member



J. C. Amidon, Carrier Member



D. D. Bartholomay, Labor Member

Executed on June 19TH, 1998

DOC\CONRAIL\3781\157-157.530

CHANGES TO DUES IN 2017

NATIONAL DIVISION DUES INCREASE EFFECTIVE JANUARY 1, 2017

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."

Based upon the annual statement published by the National Railway Labor Conference, it has been determined that the average straight-time hourly rate of pay for Class I maintenance of way employees during 2015 was \$27.93. One and three tenths (1.3) times the amount equals \$36.31, which, rounded to the nearest 25 cents, results in the National Division dues increasing from \$35.00 to \$36.25 per month.

Allied Federation Dues effective January 1, 2017

Article XX, Section 3, Paragraphs 2, of the Allied Federation Constitution and ByLaws, effective January 1, 2009 reads in part as follows:

"Effective with the month of January, 2009 and each January thereafter, System dues shall be adjusted to reflect one and seventy six hundreds (1.76) 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."

System dues increase in the amount of \$4.25 for the following Class I railroads:

- CSX, SEAB-CSX, NRPC-Amtrak, Norfolk-Southern, UP, KCS, PTRR, BNSF, Connex, Evansville Western, NOPB, FEC and TCTR

System dues increase in the amount of \$4.25 for the following Class II railroads:

- L&NW, A&O and H&E

NATIONAL DIVISION DUES FOR NON-WORKING RATE MEMBERS

Article XV, Section 3, Paragraph 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."

2017 Non-working Dues are \$18.65

OFF WORK?

If you are on unemployment or sickness and wish to remain a member in "good standing", you will need to send a check or money order to the System Office in the amount of \$18.65 with your name and ID number.

When going off of work or returning to work, be sure to notify the System Office. You can check on the status of your dues, notify the Federation of a transition you are making, or just be sure you have not missed a month during your time off. 615-338-0027 OR 800-752-8009

NATIONAL VACATION AGREEMENT

OF DECEMBER 17, 1941

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 and impose vacation schedules at their whim - invoking 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.

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) days 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)
- Roster protest forms can be found on our website (alliedfed.org) under individual railroads.

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.

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.

CSX UPDATE

Travel Allowance:

On December 13, 2016, the IRS posted a news release indicating the reimbursement rate for 2017 will be \$.535 per mile or business miles driven.

In connection with the above, calculation shown below, indicate that the SPG Travel Allowance will decrease by \$1.74 per week.

NEW RATE FOR TRAVEL ALLOWANCE TIME SPG GANGS EFFECTIVE JANUARY 1, 2017 IS \$186.33

NEW RATE FOR TRV TRAVEL ALLOWANCE (SLWT) GANGS EFFECTIVE JANUARY 1, 2017 IS \$99.28

NEW RATE FOR TRV TRAVEL ALLOWANCE (DISTRICT) GANGS IS \$71.70.

Request a packet for unemployment, sickness or furlough information, as well as information on NON-WORKING dues rates at 615-338-0027.

The 2017 Non-Working Dues amount is currently \$18.65



Claim Forms, Address Change

Request Forms,

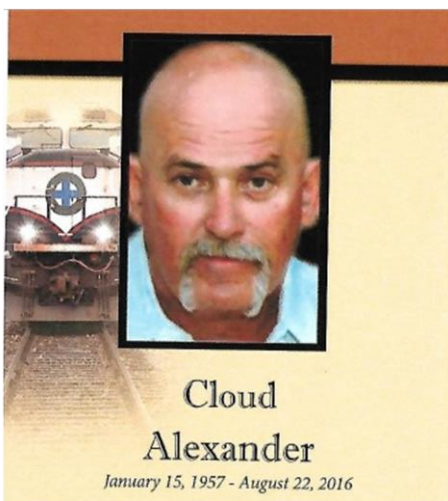
Lodge Transfer Request,

New Hire Application

*Forms, and **much more** now available on the website.*

www.alliedfed.org

In Loving Memory



Cloud was born January 15, 1957 in Waco, Texas to the late James Joseph and Onita Gay Martin Alexander. Cloud worked hard all his life, starting with work on his grandfather's dairy farm and then in August of 1978 he went to work for the Union Pacific Railroad. Cloud married the love of his life, Betty Kay Baker on June 15, 1974. Working on the railroad for over 38 years, he was known for walking many miles around the rail yard each day; his hard work advanced him to Foreman. His employees always knew they would never be asked to do work that Cloud would not do, he was always right there alongside them. Cloud was an honorable and well respected man by all those he served with on the railroad and will be deeply missed by his family and friends. Cloud enjoyed time outdoors, hunting, fishing, and gardening. He taught both his children and grandchildren to enjoy the outdoors and showed them how to give and show love.

Cloud was known for living his life from the salt of the earth and caring for all those that came into his world. His children were taught never to lie or steal and if you "killed it - you skin it and you eat it!"



Left: Vice Chairmen Bill Palmer, Jim Knight and Larry Foster pictured with General Chairman Dennis Albers.

Middle Left: Vice Chairman Russell Farmer congratulates Lesley Bateson of Lodge 2163 on his retirement.

Congratulations On Your Retirement



Middle Right: First Vice Chairman Brian Thies and Vice Chairman Kent Malzner present members of lodge 1365 retirement plaques. Bob Kohlenberg, Barry Hinkle, Mike Kinney.



Bottom: Vice Chairman Russell Farmer congratulates Steve Moore, also of lodge 2163 on his retirement.





CLAIM FORM - *ALLIED FEDERATION* FAX: 615-338-0209

Or mail to: 111 Imperial Blvd, C-300, Hendersonville, TN 37075

Print this form at the WEBSITE: ALLIEDFED.ORG

Telephone: 800-752-8009

Time Limits start on the date of occurrence (violation).

Submit this form **WITHIN 15 DAYS AFTER THE VIOLATION** to insure time limits are met.

WHO is claiming?

Claimant Name _____ ID No _____

Address _____ City _____ State _____ Zip _____

Phone(s) home _____ cell _____ other _____

Railroad _____ Division Engineer _____

Headquarters _____ Gang No. _____ Position _____

Work Hours - AM _____ to PM _____ Check one- 5-8 hr days _____ 4-10 hr days _____

Seniority dates: Position (1) _____ Date (1) _____ Position (2) _____ Date (2) _____

List any additional claimants:

Additional Name(s)	Employee ID No	Seniority Date	Position	Telephone
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(addl 1) _____

(addl 2) _____

(addl 3) _____

(addl 4) _____

(addl 5) _____

WHAT did the company do that violated the Agreement? BE SPECIFIC. We need this INFO!

(who did work) _____

(what work done) _____

(or what type work) _____

WHEN did the violation occur?

Date(s) of violation from _____ violation to _____

Time: (From) _____ (To) _____ Total hours involved _____

Is this claim/violation continuing? Check one - (Yes) _____ (No) _____

WHERE did the violation occur?

Where-Location (M.P.) _____ Where Railroad _____ Where Seniority District _____

Where-Division _____ Where-Town _____ Where-State _____

IF THIS IS A CONTRACTING OUT VIOLATION:

Name of Contractor _____ Number of Contractor's employees _____

Time worked each day _____ Date(s) worked _____

Type of equipment used _____

Explain what the contractor was doing _____

Signature of Claimant _____



BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
of the International Brotherhood of Teamsters

Allied Federation

Dennis R. Albers
General Chairman

111 Imperial Blvd. C-300, Hendersonville, TN 37075
(615) 338-0027 Fax (615) 338-0209

EMPLOYEE FURLOUGH (CUT-OFF) FORM

Name: _____ Employee ID# _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (Home) _____ (Cell) _____

E-Mail: _____

Railroad: _____ Division: _____

Home Seniority District: _____

Date you were furloughed (cut-off): _____

Location you were furloughed (cut-off) from: _____

Supervisor Information: _____

(This is specific to your situation - example: Division Engineer, SPG, SLWT, DTM, System Rail & Tie, District Gang, Zone Gang, MTP, etc. This is information to help us identify the job you were cut off from.)

Please sign this form ➡ :

and fax to (615) 338-0209

Additional forms available www.alliedfed.org



2017

Allied Federation Scholarship

APPLICATION PROCEDURE:

To apply for a BMW
scholarship, submit via mail
the following:

- Completed application form.
- Most recent academic transcript.
- College entrance examination (ACT and/or SAT) scores.
- A statement/essay of 300 words or less written by the applicant outlining the applicant's career goals and explaining how the BMW has impacted applicant's life.

ELIGIBILITY THE FOLLOWING CRITERIA MUST BE MET:

Application must be submitted by a dependent of a BMW member, who has graduated from high school and is enrolled in an accredited college or university, technical college, or who is enrolled full time as an undergraduate student at an accredited college or university.

Deadline for applications is August 10, 2017.

*Preference will be given to applicants of deceased members of the Allied Federation.
Previous winners are eligible to win again.*

Allied Federation
111 Imperial Blvd, C-300
Hendersonville, TN 37075

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
LANSING, MI
PERMIT NO. 75