

# BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

## NATIONAL DIVISION

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## VIA ELECTRONIC AND FIRST-CLASS MAIL

September 22, 2022

All General Chairmen/Local Chairmen in National Handling  
For Wages, Work Rules, or Health & Welfare

Re: Tentative National Agreement

Dear Brothers and Sisters:

Pursuant to Section 41(a) – General Committee Rules of the BLET Bylaws, this is to provide all General Chairmen and Local Chairmen whose General Committees are in National Handling for Wages, Work Rules or Health & Welfare with a copy of the Tentative Agreement (“TA”). The attached TA between the BLET and the National Carriers’ Conference Committee (“NCCC”) was initialed on Thursday, September 15, and has now received a final legal review prior to distribution. Along with your copy of the TA, I also am enclosing the Synopsis, that was prepared in the last few days for distribution to all voting members in their ballot package. Both General Chairmen and Local Chairmen will receive this information via first-class mail, and similar to our distribution to General Chairmen, all Local Chairmen with an email address in UnionTrack will be provided an advanced electronic copy.

As the involved General Chairmen begin your review of the enclosed TA and develop your questions, please make the following information part of that process, and feel free to discuss it with your Local Chairmen. It is important that all BLET officers and members alike understand how these final steps of the Railway Labor Act (“RLA”) occurred, and how the remaining steps will take place.

We are all aware that this round of negotiations has drug on for far too long. That is why in April all of the Rail Unions United requested to be released from mediation to push the negotiations to a conclusion. Although we were prepared to strike at the end of the first cooling-off period, it should come as no surprise that the President issued an Executive Order appointing Presidential Emergency Board (“PEB”) No. 250. This step in the RLA bargaining process has been the standard “next step” in prior releases from mediation, as the PEB is tasked with making a recommendation that they think can be used as the basis of a tentative agreement. That process has resulted in many voluntary agreements, as compared to very few agreements later imposed by Congress. In fact, two rail unions have already ratified agreements based solely on PEB 250’s recommendations.

For our members, it was very clear that the PEB’s recommendations most glaring deficiencies were that they fell short insofar as making favorable recommendations on two key quality of life issues in the eyes of operating employees, sick days and attendance policies. That said, the PEB

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did make favorable recommendations on several other issues. The following table shows without opinion the primary issues presented to the PEB by both sides, and what the PEB's recommendations were.

<b><u>Recommendations more favorable to Unions</u></b>	<b><u>Recommendations more favorable to Carriers</u></b>
<p>Carriers proposed that the PEB recommend (as PEB 219 did in 1991) that an arbitration backstop be added to ongoing on-property crew consist negotiations. This could have resulted in the loss of conductor positions in 6 months. The PEB rejected that proposal, and there will be no fast-tracking of on-property crew consist negotiations protecting the conductor's position indefinitely.</p>	<p>Unions proposed that all employees be given 15 sick days annually. The PEB rejected that proposal.</p>
<p>Carriers proposed that point-of-service medical costs, copays and deductibles be significantly increased. The PEB rejected that proposal.</p>	<p>Unions proposed that all unilaterally imposed attendance policies be eliminated with negotiated attendance standards permissible. The PEB rejected that proposal.</p>
<p>Carriers proposed that employees with families pay higher monthly healthcare premium contributions. The PEB rejected that proposal.</p>	<p>Carriers proposed that employees' monthly healthcare premium contributions be set at 15% of the total premium and adjusted annually to maintain that % going forward with no freeze on the dollar value at the end of the contract period. Four national contract settlements, since and including 2007, have set our contribution at 15%. The PEB adopted that proposal.</p>
<p>Carriers proposed that one additional day of paid leave be made available to all employees on an annual basis. The PEB adopted that proposal.</p>	<p>Carriers proposed on property negotiations to implement Automatic Bid Scheduling where not currently in place. The PEB adopted that proposal.</p>
<p>Unions proposed that all employees in unassigned freight service be given access to voluntary rest days with defined on-property negotiations and arbitration as a backstop to get them in place. The PEB adopted that proposal.</p>	<p>Carrier proposed on-property negotiations to implement self-supporting pools and new staffing regulations where not currently in place. The PEB adopted that proposal.</p>
<p>Unions proposed improvements on insurance coverage for Autism, speech disorders and hearing benefits. The PEB adopted that proposal.</p>	



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Insofar as wage increases are concerned, neither of the proposals put forward by the Carriers or the Unions were included in the PEB's recommendations. Instead, the PEB recommended a 22% General Wage Increase ("GWI") over the five-year life of the agreement (3%, 3.5%, 7%, 4% and 4.5%) along with five (5) \$1,000.00 annual lump sum bonus payments also to be made over the life of the agreement. When compounded, the GWI comes out to 24% over the five years. The PEB also recommended full retroactivity on both the GWI and lump sum payments.

I share the recommendations, good or bad, for this reason. When pushed to resolve our contract negotiations either with a threat of a strike or lockout looming or after one of the two has occurred, the historical actions of Congress have rarely varied from the PEB recommendations. It is a matter of record that Senator Burr (Rep-North Carolina) submitted a resolution to the Senate seeking unanimous consent to impose only what the PEB recommended while we were at the bargaining table last week. Although that effort was blocked by Senator Sanders (Ind-Vermont), it is important to know how Congress, regardless of political affiliation, has viewed PEB recommendations in the past. In the last negotiations where the PEB recommendations were rejected by the Unions (PEB 219 in 1991), Congress adopted those recommendations for the most part as they were written as a settlement of all open issues on the table.

I will turn now to where we found ourselves last week as we sat down one last time in an attempt to reach an agreement worthy of our members' consideration. It was clear that the PEB's recommendations on sick leave and attendance would prevent a tentative agreement based solely on those recommendations from being ratified. For that reason, the BLET's National Wage Team made it clear from the onset of the negotiations, as we had in all post-PEB negotiations, that there must be improvements beyond the PEB's recommendations on those issues before any tentative agreement could be reached.

As you would expect, when one party attempts to re-open any issue that it did not prevail on, it opens the negotiations to the other party arguing the same. Please reference the listing of good and not-so-good recommendations above and note that the Crew Consist issue is noted first; that is for a reason. I can assure you that the Carriers detest the PEB recommendation on Crew Consist even more than they detest the PEB's economic recommendations. The Carriers' attempts to eliminate conductors have been the primary cause of delayed negotiations, insufficient hiring in the operating crafts leading to short staffing, and adoption of attendance policies to make existing employees work more to make up for the shortages.

Do not underestimate the value of SMART-TD's victory on this issue insofar as the PEB recommendation is concerned. While BLET bargained jointly with SMART-TD for a second national bargaining round and provided our support on their Crew Consist efforts, their presentation to the PEB is what carried this issue resulting in a recommendation that protects the trainmen rights of their members and ours.

A full re-opening of our sick leave proposal and our attendance proposal could have had the effect of re-opening all of the recommendations, including those favorable to the membership like the

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Crew Consist recommendation. Knowing that our efforts focused on improving on the PEB recommendations on medical time off and attendance.

As a result, the TA we reached includes national agreement language that, for the first time ever, includes nationally negotiated attendance rules for certain medical issues. For those who do not have assigned work days and assigned start times (yard, local, road switcher), the Carriers can no longer assess attendance points under existing policies or future policies when those employees schedule up to three (3) routine and preventative medical visits per year. The TA language covers all absences needed to attend those appointments and addresses the concern of employees and spouses that our members cannot even get a physical without being assessed points. The TA also excludes all hospital admissions and surgical events from the assessment of points under existing and future attendance policies.

Although I have already heard that these provisions of the TA may not go far enough, I would ask those General Committees who have been to the courthouse over carrier attendance policies to remember the carrier's position in court; we don't negotiate on attendance. That barrier has been broken once and for all if this TA becomes our national contract and the value of that cannot be overlooked. It must also be recognized that these improvements over and above the PEB's recommendation were obtained without the Carriers re-opening their attack on two-person crews.

Please also note that as part of our late-night negotiations, BLET, SMART-TD, and the Brotherhood of Railroad Signalmen ("BRS") stayed at the table until we gained a side letter capping the employees' monthly contribution to health and welfare premiums at the end of this contract. That too is over and above what is in the pure PEB recommendations. As a result of the "me-too" provision that the other rail unions obtained, our improvement is their improvement as well. What this all means is that monthly premiums will not increase above the capped amount while we bargain the next contract, eliminating the possibility that our members' monthly contributions might increase above the cap before wages do.

As for the process going forward, General Chairmen have fifteen (15) days from receipt of this letter to submit questions to my office pertaining to the terms of the attached TA. Those questions will then be consolidated into a single document, and the National Wage Team will return to the bargaining table with SMART-TD and the Carriers to mutually agree upon the answers to those questions.

We are tentatively scheduled to mail ballot packets on or about Friday, October 14, 2022. Voting is tentatively scheduled to run from 12:01 a.m. E.D.T. on Monday, October 17 until 11:59 p.m. E.S.T. on Wednesday, November 16, after which time National Secretary-Treasurer Bruno will tabulate the vote and certify the results to me.

Locomotive engineer members working for the following railroads are eligible to participate in the ratification process:



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- Belt Railway Company of Chicago;
- BNSF Railway Company;
- Cedar River Railroad Company d.b.a. Canadian National;
- Consolidated Rail Corporation;
- CSX Transportation, Inc.;
- Grand Trunk Western Railroad Company d.b.a. Canadian National;
- Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company d.b.a. Canadian National;
- Indiana Harbor Belt Railroad Company;
- Kansas City Southern Railway Company, including the following subsidiaries: Kansas City Southern Railway Company, including the following subsidiaries: Kansas City Southern Railway; Louisiana and Arkansas Railway; MidSouth Rail Corporation; Gateway Western Railway; SouthRail Corporation; and Texas Mexican Railway Company (locomotive engineers and train service employees);
- Longview Switching Company;
- Norfolk Southern Railway Company;
- Portland Terminal Railroad Company;
- Soo Line Railroad Company;
- Union Railroad Company;
- Union Pacific Railroad Company;
- Winston Salem Southbound Railway Company; and
- Wisconsin Central d.b.a. Canadian National.

In addition to the above, conductor and trainmen members working for the Texas Mexican Railway Company are eligible to vote because the BLET is their certified collective bargaining representative.

In closing, it is important that the voting membership is given the tools to sort the truth from fiction as we move towards the voting period. One of the mistruths out there is the decades-old story that a non-returned ballot is counted one way or the other. This “urban legend” has been around for many years, and it is patently false. The members who return a ballot, for or against the TA, will decide the issue, as is required by our Bylaws.

A new myth also sprung up this week suggesting that our Union might decide to impose the TA if the ratification vote fails. That too is patently false and can only be seen as an attempt to attack your Union. Our Bylaws require membership ratification of contracts and have no provisions that allow any officer or group of officers to override that right. This is true no matter what others may say. Our Bylaws also go so far as to require membership ratification on the question of our contract dispute, or a portion in dispute, being taken to arbitration. That requirement is also not subject to override by any union officer or group of officers.

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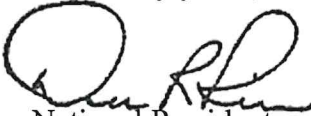
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Equally important, beware the motivations of those bashing our Union for sending a TA to the membership for their consideration. Our ratification process is the only way to ensure that the membership is given access to the democratic rights and protections provided by our Bylaws. The membership will decide the next steps that our Union takes, all of which are still available to them depending upon the decision they make.

Thank you for taking the time to fully understand all of the complexities that confront us. In the near future, we will also be posting all pertinent documents in the Members Area of the BLET website. Once the balloting begins, we will again be activating the Mobilization Network in a "Get Out the Vote" campaign. Our goal is to get all eligible members to vote, and I appreciate your participation in that effort.

Thanking you in advance for your assistance and support, and with warmest personal regards, I remain

Fraternally yours,



National President

encls. (2)

cc: E. L. Pruitt, First Vice President (w/encls.)  
S. J. Bruno, National Secretary-Treasurer (w/encls.)  
All Advisory Board Members (w/encls.)  
All Special Representatives (w/encls.)

## Synopsis of 2022 Tentative National Agreement

On September 15, 2022, the BLET reached a Tentative Agreement with the National Carriers' Conference Committee (NCCC). Below is a synopsis of the terms of the five (5) year Tentative Agreement:

### **General Wage Increases (GWIs) and Service Recognition Bonuses**

- 24% compounded GWIs over the life of the agreement + \$5,000 in lump sum bonuses
  - Largest wage increase in nearly half a century
  - Full retroactivity applied to both GWIs and bonus payments (see charts below)

General Wage Increases		Service Recognition Bonuses	
Effective Date	Percentage	Effective Date	Amount
July 1, 2020	3.0%	December 1, 2020	\$1,000
July 1, 2021	3.5%	December 1, 2021	\$1,000
July 1, 2022	7.0%	December 1, 2022	\$1,000
July 1, 2023	4.0%	December 1, 2023	\$1,000
July 1, 2024	4.5%	December 1, 2024	\$1,000

Estimated Retroactive Payment + Bonuses	
Based on December 1, 2022 Implementation	
Annual Earnings Basis	Total Retroactive Pay
\$75,000	\$15,523
\$100,000	\$19,696
\$125,000	\$23,871
\$150,000	\$28,044

### **Quality of Life Enhancements (Personal Leave, Scheduled Days Off, and Excused Absences)**

- All road service assignments (including extraboards) will have assigned days off
  - Observing assigned days off will be completely voluntary
  - Assigned days off will be negotiated by General Committees of Adjustment, and if necessary, with expedited and binding arbitration to ensure timely implementation
- Addition of one (1) paid personal leave day, scheduled according to current personal leave and/or daily vacation day rules, or as an awarded day off on the employee's birthday
- Employees in unassigned service (including extraboards) will be allowed to attend 3 annual routine/preventive medical care visits without being assessed any form of disciplinary points, demerits, or disciplinary citations under any Carriers' attendance policies.
  - Exams must be scheduled at least thirty (30) days in advance and must take place on a Tuesday, Wednesday, or Thursday (excluding holidays)
  - Each excused absence includes the necessary time off prior to and/or following the exam (employees are entitled to 3 occurrences per year, not just 3 days)
- All absences relating to hospital admissions and surgeries will not result in any form of disciplinary points, demerits or disciplinary citations under any Carriers' attendance-related policies.

### **Improved Predictability, Assignment Selection, and Scheduling**

- Carriers may initiate a process to implement Automated Bid Scheduling (ABS) rules, where such rules do not already exist
  - Employees will electronically submit their assignment preferences, which will be automatically adjusted on a predetermined periodic basis
  - ABS rules will be subject to applicable on-property membership ratification rules, with expedited and binding arbitration as a backstop
- The Carriers and General Committees of Adjustment will reevaluate and reestablish pool and extraboard regulation, and may implement self-supporting pools
  - In doing so, the parties must provide:
    - Opportunities for rest outside/in addition to federal requirements
    - Procedures for employees to voluntarily swap/trade assignments
    - Procedures to ensure pre-arranged layoffs

### **Health and Welfare Plan Enhancements**

- All age limitations on speech therapy removed (currently limited to those 3 and younger)
- Addition of autism therapies, including Applied Behavioral Analysis (ABA) treatment
- Increase hearing benefits from \$600 per year to \$2,000 per year

### **Health and Welfare Plan Costs**

- No increases to point-of-service/out-of-pocket costs
  - Co-pays, deductibles, coinsurance, prescription drugs, and out-of-pocket maximums remain unchanged
- The sole change is a small increase in monthly cost-sharing contributions, which would increase by 2.4% of premiums, from 12.6% to 15% of premiums
  - Monthly contributions frozen at 15% and capped at \$398.97 effective January 1, 2025
  - Estimated increases effective January 1, 2023, with no retroactivity (see chart below)

<b>Estimated Monthly Cost-Sharing Contribution Amounts</b>	
<b>Based on Current Projections Provided by Insurance Companies</b>	
Effective Date	Monthly Contribution
January 1, 2023	\$319
January 1, 2024	\$340
January 1, 2025	\$362

- To help limit or reduce the above-projected increases, the Tentative Agreement also includes a provision for the Unions and Carriers to develop a process for re-bidding our contracts with the Plan's insurance companies and providers
  - This process will be designed specifically for the purpose of limiting unnecessary cost increases, resulting in lower premiums (and therefore limiting our monthly cost-sharing contributions)
  - This process will also be designed to mitigate against unnecessary disruption (if any) to the provider networks and our members
  - This process will not result in higher point-of-service and/or out-of-pocket costs



**MEDIATION AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers and Trainmen, witnesseth:

**IT IS HEREBY AGREED:**

**ARTICLE I – WAGES**

**Section 1 - First General Wage Increase**

(a) Effective July 1, 2020, all standard basic daily rates of pay for employees represented by the Brotherhood of Locomotive Engineers and Trainmen ("BLET") in effect on June 30, 2020 shall be increased by three (3) percent.

(b) In computing the increase under paragraph (a) above, three (3) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds
	(through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- Less than 500,000 pounds
	(separate computation covering five day rates and other than five-day rates)

**Section 2 - Second General Wage Increase**

Effective July 1, 2021, all standard basic daily rates of pay in effect on June 30, 2021 for employees represented by the BLET shall be increased by three-and-one-half (3.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

**Section 3 - Third General Wage Increase**

Effective July 1, 2022, all standard basic daily rates of pay in effect on June 30, 2022 for employees represented by the BLET shall be increased by seven (7) percent, computed and applied in the same manner prescribed in Section 1(b) above.

#### **Section 4 - Fourth General Wage Increase**

Effective July 1, 2023, all standard basic daily rates of pay in effect on June 30, 2023 for employees represented by the BLET shall be increased by four (4) percent, computed and applied in the same manner prescribed in Section 1(b) above.

#### **Section 5 - Fifth General Wage Increase**

Effective July 1, 2024, all standard basic daily rates of pay in effect on June 30, 2024 for employees represented by the BLET shall be increased by four-and-one-half (4.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

#### **Section 6 - Standard Rates**

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

#### **Section 7 - Application of Wage Increases**

(a) The adjustments provided for in this Article (i) will apply to mileage rates of pay for overmiles, and (ii) will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.

(b) Miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be adjusted under this Agreement in the same manner as heretofore increased under previous wage agreements.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.

(e) Existing money differentials above existing standard daily rates shall be maintained.

(f) In local freight service, the same differential in excess of through freight rates shall be maintained.

(g) Where applicable, the differential of \$4.00 and/or \$6.00 per basic day in freight, passenger and yard service, and 4¢ and/or 6¢ per mile for miles in excess of the number of miles encompassed in the basic day in freight and passenger service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement

of 1950 firemen would have been required. Such differential will continue to be applied in the same manner as the local freight differential.

(h) In computing the first increase in rates of pay effective under Section 1 for firemen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional \$.40" effective July 1, 1968, the three (3) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Section 1, exclusive of local freight differentials and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases effective July 1, 2021, July 1, 2022, July 1, 2023 and July 1, 2024. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional \$.40" to standard basic through freight rates of pay are set forth in Appendix 1 which is a part of this Agreement.

(i) Other than standard rates:

(1) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 1, 2, 3, 4, and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(2) Where applicable, the differential of \$4.00 and/or \$6.00 per basic day in freight, passenger and yard service, and 4¢ and/or 6¢ per mile for miles in excess of the number encompassed in the basic day in freight and passenger service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required. Such differential will continue to be applied in the same manner as the local freight differential.

(3) Daily rates of pay, other than standard, of firemen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Sections 1, 2, 3, 4, and 5 hereof by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (i)(1) above.

(j) Trip Rates established pursuant to Article V of the 2003 BLET Agreement shall be adjusted by application of the general wage increases provided for in this Article I, in the manner set forth in Article V, Part B, Section 4(c)(1) of that Agreement.



## **ARTICLE II – SERVICE RECOGNITION BONUSES**

### **Section 1 – First Service Recognition Bonus**

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2020 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2020; or (2) retired or died on or after January 1, 2020.

### **Section 2 – Second Service Recognition Bonus**

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2021 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2021; or (2) retired or died on or after January 1, 2021.

### **Section 3 – Third Service Recognition Bonus**

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and [Date of Ratification] and who: (1) maintains an active employment relationship with the carrier as of [Date of Ratification]; or (2) retired or died on or after January 1, 2022.

### **Section 4 – Fourth Service Recognition Bonus**

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2023 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2023; or (2) retired or died on or after January 1, 2023. The payment will be made no later than December 31, 2023.

### **Section 5 – Fifth Service Recognition Bonus**

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2024 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2024; or (2) retired or died on or after January 1, 2024. The payment will be made no later than December 31, 2024.

## **ARTICLE III - HEALTH AND WELFARE**

### **Part A – Plan Changes**

#### **Section 1 – Continuation of Plan**

The Railroad Employees National Health and Welfare Plan (“the Plan”), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

#### **Section 2 – Plan Design Changes**

(a) Effective January 1, 2023, the Plan’s Managed Medical Care Program (“MMCP”) and its Comprehensive Health Care Benefit (“CHCB”) shall be modified with respect to hearing benefits to increase the maximum annual payment for tests and examinations, including those by an audiologist or hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing, to \$2,000.

(b) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to add coverage for the diagnosis and treatment of Autism Spectrum Disorder, without application of age or dollar limitations (other than generally applicable cost-sharing requirements under the terms of the Plan). Coverage for the treatment of Autism Spectrum Disorder shall include speech therapy, occupational and physical therapies, Applied Behavior Analysis, and other medically appropriate intensive behavioral therapies; provided that any such coverage shall be subject to medical management processes (such as prior authorization or treatment plan requirements) applied by the company administering the member’s benefits.

(c) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to remove the age restriction on speech therapy as part of a treatment for developmental delay, cerebral palsy, hearing impairment or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate. Medical management processes will continue to apply to such coverage.

#### **Section 3 – Other**

The parties agree to direct their representatives to the Plan’s Joint Plan Committee (JPC) to participate in the JPC’s design and implementation, in a timely fashion, of an appropriate service provider rebid process to ensure that current costs are competitive and not excessive.

## **Part B – Employee Sharing of Plan Costs**

### **Section 1 – Monthly Employee Cost-Sharing Contributions**

(a) Effective January 1, 2023, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carriers' Monthly Payment Rate. Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carriers' Monthly Payment Rate for the relevant year.

(b) For purposes of subsection (a) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' monthly payments to –

- (1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
- (2) the Dental Plan for employee and dependent dental benefits, and
- (3) the Vision Plan for employee and dependent vision benefits,

would have been during that year, per non-hospital association road employee, in the absence of any employee contributions in the aforementioned plans.

### **Section 2 – Pre-Tax Contributions**

Employee cost-sharing contributions made pursuant to this Part B shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

### **Section 3 – Method of Making Employee Cost-Sharing Contributions**

Employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

## **ARTICLE IV – PERSONAL LEAVE**

Each employee shall be provided with an additional paid day off and will elect, by providing notice to the employer during the prior year's vacation scheduling process, to use the additional paid day off as:



- (a) a personal leave day to be scheduled during the upcoming year, subject to rules associated with personal leave days;
- (b) an additional single use vacation day to be scheduled during the upcoming year, subject to rules associated with single use vacation days; or
- (c) an awarded day off on the employee's birthday during the upcoming year or, if such birthday falls on a scheduled rest day, on the working day immediately preceding or following the employee's birthday, subject to rules associated with scheduled vacation.

An employee who does not make an election during the prior year's vacation scheduling process will be considered to have selected option (b).

## **ARTICLE V – SCHEDULED DAYS OFF**

Any General Committee seeking to establish rules creating voluntary assigned days off in thru freight road service shall serve a written Notice on the Carrier of its desire to establish voluntary assigned days off agreement rules. The Notice shall specify the rules the Union proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such rules. The Carrier may respond with its own Notice specifying the rules that the Carrier proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such rules.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial Union Notice to negotiate the terms and conditions of the proposed assigned days off agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

If the parties are unable to reach a ratified agreement on assigned days off rules within one hundred eighty (180) days of the initial Union Notice, then either party may submit the matter to final and binding, party-paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the

hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Union will have exhausted all rights to serve any notices pursuant to this Article.

## **ARTICLE VI – AUTOMATED BID SCHEDULING**

Each carrier may serve a notice of its intent to implement the Automated Bid Scheduling Agreement described in (a) – (d), below, and, in doing so, may identify any carrier-specific implementation matters that it believes must be addressed in connection with such implementation. The organization may respond with its own list of carrier-specific implementation issues that it believes must likewise be addressed.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial Carrier Notice to negotiate the terms and conditions of the proposed agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

### **(a) Automated Bid Scheduling (ABS)**

- (1) Automated Bid Scheduling (ABS) will serve as the primary method to assign employees on a regular basis, based on seniority, qualifications and job preferences.
- (2) Carriers will maintain a system containing all employees' assignments, including pools and extra boards, which will be updated as necessary. Employees may update their assignment preferences at the designated time. New assignments will be bulletined or posted.
- (3) Employees will be responsible for accessing the system to determine if their assignment has changed.

### **(b) Submitting Preferences**

- (1) All employees will be required to electronically file their individual preferences for their assignment(s) on their Automated Bid Application and will specify a sufficient number of preferences to ensure a selection will be granted.
- (2) Employees may make changes or update their individual preferences on their Automated Bid Application.

### **(c) Job Assignments**

- (1) Assignments awarded will be posted electronically for employees. All employee assignments will be assigned based upon the individual preferences employees submitted

on their Automated Bid Applications, qualifications and seniority permitting. It is the employee's responsibility to be aware of the new assignment (if applicable) and be rested and available to report when required.

- (2) Employees changing assignments will protect their assignment until the designated date and time. Employees who are at their home terminal (and not working) will be placed on their new assignment at the designated date and time. Employees on-duty or not at their home terminal at the start of a new assignment will remain on their previous assignment until returning to their home terminal.
- (3) Employees newly assigned to an extra board or pool freight service will be placed at the bottom of the board/pool at the start of a new assignment or when they return to their home terminal in accordance with their tie-up time. If two or more employees have the same tie-up time, they will be placed on the board in accordance with their last on-duty time.

(d) Vacation

- (1) Weekly vacations will commence and end at a designated date and time. Employees scheduled to be off for weekly vacation will not have their Automated Bid processed and will not be assigned to a new assignment. Employees returning from weekly vacation will have their Automated Bid Application processed by the system.
- (2) Weekly/block vacation will begin at 12:01 a.m. and will end at 11:59 p.m., unless otherwise authorized.

If the parties are unable to reach a ratified agreement on the rules referenced in this Article within one hundred eighty (180) days of the initial carrier notice, then either party may submit the matter to final and binding, party-paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.



If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Carrier will have exhausted all rights to serve any notices pursuant to this Article.

## **ARTICLE VII – POOLS AND EXTRA BOARD**

Each carrier may serve a notice of its intent to implement some or all of the items below and, in doing so, may identify any carrier-specific implementation matters that it believes must be addressed in connection with such implementation. The organization may respond with its own list of carrier-specific implementation issues that it believes must likewise be addressed.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial carrier's notice to negotiate the terms and conditions of the proposed agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

(a) Self-supporting pools

- (1) Pools will be converted to a system under which pool vacancies are primarily protected within that pool
- (2) Pools will operate on a first in/first out basis unless otherwise agreed to by a carrier and labor organization

(b) Pool and extra board regulation

- (1) Pool service will be regulated based on a target number of starts that takes the length of run into consideration
- (2) There will be a predetermined time period during which the number of starts is tabulated for use in the carrier's calculation of the requisite number of employees in the pool
- (3) There will be a predetermined time period for predicting the future number of pool starts utilizing technology
- (4) There will be a process for automatic pool adjustment to ensure consistency with the requirements and intent of the Rail Safety Improvement Act (RSIA), full-time employee availability and fatigue abatement
- (5) Pools will operate on a first in/first out basis, unless otherwise agreed to by the parties
- (6) The carrier may abolish or establish road, yard or combination extra boards which will be regulated by the carrier based on the needs of service

(c) Workforce predictability and flexibility

(1) In conjunction with adoption of the above listed in Paragraph A and/or Paragraph B above, new agreements will provide for one or more of the following:

- (a) Opportunity for employees to observe rest outside the requirements of the Rail Safety Improvement Act
- (b) A procedure under which employees may trade assignments
- (c) A procedure under which employees may receive a pre-arranged layoff

If the parties are unable to reach a ratified agreement on the rules referenced in this Article within one hundred eighty (180) days of the initial carrier notice, then either party may submit the matter to final and binding, party-paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Carrier will have exhausted all rights to serve any notices pursuant to this Article.

## **ARTICLE VIII – GENERAL PROVISIONS**

### **Section 1 - Court Approval**

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

### **Section 2 - Effect of this Agreement**

(a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1,

2019 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2019 (including any notices outstanding as of that date).

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2024 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2024 (not to become effective before January 1, 2025), any notice or proposal.

(d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

(Remainder of Page Intentionally Blank)

SIGNED AT ARLINGTON, VA, THIS \_\_TH DAY OF \_\_\_\_\_ 2022.

**FOR THE PARTICIPATING  
CARRIERS LISTED IN  
EXHIBIT A:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE EMPLOYEES  
REPRESENTED BY THE  
BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS  
AND TRAINMEN:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_, 2022  
#1

Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1, 2 and 3 and the service recognition bonuses provided for in Article II, Sections 1 and 2 of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases and service recognition bonuses as soon as possible and no later than sixty (60) days after the date of this Agreement. The carriers will make the service recognition bonus payment provided for in Article II, Section 3 of the Agreement at the same time as the aforementioned retroactive payment.

If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
Dennis Pierce

\_\_\_\_\_, 2022  
#2

Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This refers to the increase in wages and the service recognition payments provided for in Sections 1, 2 and 3 of Article I and Sections 1 and 2 of Article II of the Agreement of this date.

It is understood that the retroactive portion of those wage increases and service recognition payments shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to June 30, 2020 in the case of the wage increases and January 1, 2020 in the case of the service recognition payments.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
Dennis Pierce



Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This confirms our understanding with respect to the PEB 250 recommendation that the parties engage in local negotiations with respect to scheduling and job assignment issues including scheduled days off. This letter is without prejudice to either party's positions regarding attendance policies.

Employees in unassigned service, including employees who obtain days off under Article V of this agreement, will be allowed unpaid scheduled day(s) off that are necessary to attend up to three (3) routine and preventive medical care visits per calendar year without being assessed any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies; provided such exams are scheduled on Tuesday, Wednesday, or Thursday, excluding holidays, and the carrier is provided with at least 30 days advance notice. Documentation verifying that the exam took place may be required by the carrier. The parties will promptly engage in local discussions to implement the terms of this paragraph, including procedures to accommodate employees who move from unassigned to assigned service subsequent to scheduling an exam (where a carrier attendance policy differentiates between such classes of service). If the parties are unable to reach agreement, those issues will be resolved through final and binding expedited interest arbitration.

It is intended that employee requests for routine and preventive medical care time off under the preceding paragraph normally will be granted without regard to usual staffing and operational contingencies. Where other time off requests on the same day(s) would jeopardize operation of the train schedule, the local carrier official and union local chairman will consider appropriate accommodations of the conflicting requests.

This letter also will confirm that approved medical leaves of absence taken pursuant to and in compliance with carrier medical leave of absence policies will not result in any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies. Absences relating to hospital admissions and surgeries will not result in any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies.

The carriers will assess short-term serious illnesses or injuries on their individual merits taking into account the gravity of the medical issue.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
Dennis Pierce

\_\_\_\_\_, 2022  
#4

Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This confirms our understanding with respect to PEB 250 recommendations that requires each employee to contribute to the Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to the lesser of 15% (fifteen percent) of the Carriers' then current Monthly Payment Rate or a frozen cap of **\$398.97** (three hundred ninety-eight dollars and ninety-seven cents) for the year 2025 and each year thereafter until a new BLET National Agreement is negotiated and ratified (at which time the full 15% employee contribution rate is reinstated unless otherwise agreed).

If the negotiations for that National Agreement result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the cap above with annual indexing in the involved years, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the RLA (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
Dennis Pierce

\_\_\_\_\_, 2022

#5

Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This will confirm our understanding regarding notices that may be served by the parties under Articles V, VI and VII:

BNSF

- Electronic/Automated Bid: BNSF may serve notices regarding the subjects in Article VI to modify displacement and notification times.
- Self-Supporting Pools & Pool/Extra Board Regulation: BNSF may serve notices regarding the subjects in Article VII except with respect to Self-Supporting Pools where permanent Self-Supporting Pools, as proposed in Article VII, are already in place by permanent (non-pilot) agreement (i.e., an agreement that is amendable only by mutual agreement or through the RLA section 6 process) or with respect to Pool Regulation where Pool Regulation, as proposed in Article VII, is already in place by permanent agreement.
- Scheduled Off Days: BLET may serve notices regarding the subjects in Article V except where scheduled off days are already in place by permanent agreement.

CN

Neither party will serve any notices to the other under Articles V, VI, or VII.

CSX

Neither party will serve any notices to the other under Articles V, VI, or VII.

Kansas City Southern

- Electronic/Automated Bid: KCS may serve notices regarding the subjects in Article VI.
- Self-Supporting Pools & Pool/Extra Board Regulation: KCS may serve notices regarding the subjects in Article VII on the KCS property, except with respect to Self Supporting Pools where Self Supporting Pools, as proposed in Article VII, are already in place and except with respect to Pool Regulation on the MidSouth property.

- Scheduled Off Days: BLET may serve notices regarding the subjects in Article V except where scheduled off days are already in place by agreement.

#### Norfolk Southern

Neither party will serve any notices to the other under Articles V, VI, or VII.

#### Union Pacific

- Electronic/Automated Bid: Union Pacific may serve notices regarding the subjects in Article VI to eliminate displacement and notification times.
- Self-Supporting Pools & Pool/Extra Board Regulation: Union Pacific may serve notices regarding the subjects in Article VII except it may not serve notice with respect to Pool Regulation where Pool Regulation, as proposed in Article VII, is already in place by permanent agreement.
- Scheduled Off Days: BLET may serve notice regarding the subjects in Article V except where scheduled days off are already in place by permanent agreement.

#### All Other Carriers in Exhibit A

The carriers may serve notices regarding the subjects in Article VI and Article VII and BLET may serve notice regarding the subjects in Article V.

It is further understood that if notices related to Articles V, VI and VII where applicable are served by the parties or pending concurrently, the negotiations on those notices shall at the request of either party be combined up to and including a single carrier-level interest arbitration process that includes all pending proposals under Articles V, VI, and VII. Nothing herein will preclude a party from presenting property-specific proposals during the carrier-level arbitration.

Please indicate your concurrence by signing in the space below.

Very truly yours,

Brendan M. Branon

I agree:

---

Dennis Pierce

\_\_\_\_\_, 2022

#6

Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This letter will serve as clarification of the application of the additional paid time off day described in Article IV of the national agreement for new hires. We agree that employees hired on or before September 30 of a year will have access to the additional day of paid time off in that year.

The carriers will offer a reasonable means and a reasonable time period for these newly hired employees to elect from among the three options for using the day that are described Article IV, items (a)-(c) of the national agreement or, in the absence of the employee electing one of the three options, the additional paid time off will be provided under option (b).

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
Dennis Pierce



\_\_\_\_\_, 2022  
#7

Mr. Dennis Pierce  
National President  
Brotherhood of Locomotive Engineers & Trainmen  
7061 East Pleasant Valley Road  
Independence, OH 44131

Dear Mr. Pierce:

This confirms our understanding with respect to the tentative agreement of this date that would resolve our respective bargaining notices served on or subsequent to November 1, 2019 ("Tentative Agreement or TA").

If the railroads in national handling collectively enter into a voluntary and ratified national agreement ("New Agreement") to resolve the national notices served on or after November 1, 2019 with any labor organization that provides, in the aggregate, materially greater overall economic value to the employees represented by that organization than is provided for in the report of Presidential Emergency Board No. 250 with respect to that craft, BLET may request that the same value, measured on a GWI-equivalent basis, be added to the Tentative Agreement in a manner to be determined by the parties.

If the President of the BLET believes that a New Agreement has potentially triggered the understanding in this letter, he shall, within 30 days of the date such New Agreement is ratified, provide prompt written notification to the Chairman of the NCCC, and the national parties shall confer within fifteen (15) calendar days to discuss further handling of the matter. Any disagreement between the parties regarding the interpretation or application of this understanding shall be resolved through final and binding party-paid arbitration.

This agreement shall be non-precedential and shall not be referenced in any forum except for the limited purpose of enforcing its terms. This agreement shall expire and have no further effect with respect to a national agreement reached by another labor organization 30 days after the date that the applicable national agreement is ratified.

Please acknowledge your agreement by signing in the space below.

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
Dennis Pierce

**EXHIBIT A  
(BLET)**

**RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY AND ON BEHALF OF SUCH CARRIERS UPON THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN, AND NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN, UPON SUCH CARRIERS.**

**Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Locomotive Engineers and Trainmen:**

The Belt Railway Company of Chicago  
BNSF Railway Company  
Cedar River Railroad Company d.b.a. C.N.  
Consolidated Rail Corporation  
CSX Transportation, Inc.

Baltimore & Ohio Railroad Company (Former)  
Baltimore & Ohio Chicago Terminal Railroad Company (Former)  
Chesapeake & Ohio Railway Company (Former)  
Chicago & Eastern Illinois Railroad Company (Former)  
Clinchfield Railroad Company (Former)  
Consolidated Rail Corporation (Former)  
Toledo Terminal Railroad Company (Former)  
Louisville & Nashville Railroad Company (Former)  
Monon Railroad Company (Former)  
Pere Marquette Railroad Company (Former)  
Seaboard Coast Line Railroad Company (Former)  
Western Maryland Railroad Company (Former)  
Richmond Fredericksburg & Potomac Railroad Company (Former)  
Gainesville Midland Railroad Company (Former)

Delaware & Hudson Railroad Company d.b.a. C.P. – 1  
Grand Trunk Western Railroad Company d.b.a. C.N.  
Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company d.b.a. C.N.

Indiana Harbor Belt Railroad Company  
The Kansas City Southern Railway Company  
Kansas City Southern Railway  
Louisiana and Arkansas Railway  
MidSouth Rail Corporation  
Gateway Western Railway

SouthRail Corporation  
The Texas Mexican Railway Company  
Joint Agency  
Longview Switching Company  
Norfolk Southern Railway Company  
The Alabama Great Southern Railroad Company  
Central of Georgia Railroad Company  
The Cincinnati, New Orleans & Texas Pacific Railway Company  
Georgia Southern and Florida Railway Company  
Tennessee, Alabama and Georgia Railway Company  
Tennessee Railway Company  
Northeast Illinois Regional Commuter Railroad Corporation (METRA) – 1  
Portland Terminal Railroad Company  
Soo Line Railroad Company d.b.a. C.P. - 1  
Union Railroad Company - 1  
Union Pacific Railroad Company  
Winston Salem Southbound Railway Company  
Wisconsin Central Ltd. d.b.a. C.N.

\* \* \* \* \*

**Notes:**

1 - Health & Welfare only

**FOR THE CARRIERS:**

**FOR THE BROTHERHOOD OF:  
LOCOMOTIVE ENGINEERS  
AND TRAINMEN:**

\_\_\_\_\_, 2022  
Arlington, VA