



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

Freddie N. Simpson  
*President*

Perry K. Geller, Sr.  
*Secretary-Treasurer*

April 7, 2005

To: All General Chairmen

Enclosed are four recent documents related to the current round of "national bargaining" between the RLBC and the NCCC. The first document, dated March 16, 2005, is an application from the NCCC to the NMB seeking the establishment of a mediation case with BMWED alone. The second document is the April 4, 2005, response of the RLBC by Roland Wilder on behalf of all of the Coalition's unions seeking a single mediation case on the RLBC's notices. (Note that Exhibit A to the RLBC response is a "procedural agreement" between the NCCC and the ATDA.) The third and fourth documents are letters from the ATDA to the NMB and NCCC, respectively.

Please contact me if you have any questions regarding this correspondence.

In solidarity,

Director of Strategic Coordination  
and Research

enclosures

cc: F. Simpson  
P. Geller  
Vice Presidents  
S. Powers  
B. Bon  
B. Hildenbrand  
R. Inclima

10 G Street, N.E., Suite 460  
Washington, DC 20002  
Telephone 202.638.2135 Facsimile 202.737.3085  
[www.bmwe.org](http://www.bmwe.org)

# Document 1

(complete PKs) C-FS, PG, WAB (32-FFM, 20P)

# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036-3514/AREA CODE: 202-862-7200 FAX: 202-862-7230

**ROBERT F. ALLEN**  
Chairman

A. Kenneth Gradia  
Vice Chairman

John F. Hennecke  
Director of Labor Relations

Joanna L. Moorhead  
General Counsel

NA2005MNC  
Sec 6 NOT 11/1/04  
NMB CR-6876

Via Hand Delivery

March 16, 2005

**RECEIVED**

Mr. Lawrence E. Gibbons  
Director, Office of Mediation Services  
National Mediation Board  
1301 K Street, N.W., Suite 250 East  
Washington, D.C. 20572

MAR 18 2005

**BMWED**

Re: Mediation Application - Bargaining Dispute between  
NCCC and BMWED

Dear Mr. Gibbons:

In accordance with the provisions of Section 5, First of the Railway Labor Act and with the applicable rules of the National Mediation Board, I am enclosing two copies of an application for mediation (with exhibits) filed on behalf of the railroads represented by the National Carriers' Conference Committee with respect to notices dated November 1, 2004 served on the Brotherhood of Maintenance of Way Employees Division by and on behalf of those railroads, and notices dated on and after November 1, 2004 served on such railroads by the BMWED.

Please note that our mediation application is not limited to the bargaining notices served generally by and on behalf of the NCCC-represented railroads and the BMWED, but also includes the bargaining dispute between the parties concerning all notices served individually by the BMWED on and after November 1, 2004 on such railroads, which are listed in Exhibit 2 to the application, to the extent of such representation.

We regret the necessity of filing for mediation at this time but, as explained below, we are forced to do so to forestall potential service disruptions. The BMWED has joined six other labor organizations in forming the Rail Labor Bargaining Coalition, and has designated the RLBC as its representative for the 2005 round of collective bargaining (with certain exceptions). Following an initial introductory meeting between the RLBC and the NCCC on January 24, 2005, the parties agreed to schedule three consecutive days of meetings (March 9-11, 2005) to commence substantive discussions on the parties' respective proposals. The RLBC opened the March 9 meeting by presenting the NCCC

**SCANNED**

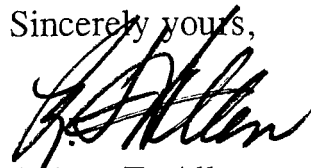
MAR 18 2005

with a proposed agreement that would establish detailed ground rules for negotiations. The NCCC suggested that the parties put aside such "process" issues, without prejudice to either side's position, and engage in substantive negotiations. The RLBC refused, insisting that its proposal on ground rules be resolved before commencing bargaining. The NCCC declined that demand, the March 9 meeting was terminated, and there are no further meetings scheduled with the RLBC. Thus, "conferences" between the parties on their notices could be deemed to have terminated for purposes of the RLA, which in turn could lead to self-help actions after expiration of the statutory ten-day waiting period. Our mediation application averts that potential crisis.

The NCCC wants to start real negotiations about substantive issues and thought RLBC shared that goal when its spokesman told us in a January 12, 2005 letter that the coalition was "eager to begin mutually rewarding discussions." The RLBC's subsequent insistence that bargaining be deferred until the carriers address its demands on non-substantive matters such as process and shape of table issues, however, raises questions about its intentions and motivations. These types of procedural considerations are nothing new and have been successfully managed informally by the parties in decades of past bargaining rounds. In any event, we hope that the coalition is not using this issue to delay negotiations or to manufacture a confrontation simply to appeal to its internal constituents.

It's time to put rhetoric and tactics aside and get on with the real business at hand—working toward voluntary agreements that fairly and equitably address the serious challenges to the future success of the railroad industry and its employees. We look forward to the Board's assistance in helping the parties achieve that goal.

Sincerely yours,



Robert F. Allen

cc: NMB Board Members  
NCCC Members  
RLBC Members  
Roland P. Wilder, Jr.



### Application for Mediation Services

TO THE NATIONAL MEDIATION BOARD, Washington, D. C. 20572: A dispute has arisen between the parties shown below which has not been adjusted between them, and the services of the National Mediation Board under Section 5, First, of the Railway Labor Act, are hereby invoked on specific questions set forth below. The approximate number of employees involved is 24,899 in the craft(s) or class(es) of maintenance of way employees.

**THE SPECIFIC ISSUE(S) IN DISPUTE** (If necessary extend question on additional sheet or attach exhibit):

|                |
|----------------|
| See Exhibit 1. |
|                |
|                |

#### PARTIES TO DISPUTE

| Carrier                  |   | Organization/Individual     |  |
|--------------------------|---|-----------------------------|--|
| Carrier Name             | Carriers represented by NCCC (see Exhibit 2). | Organization Name           | Brotherhood of Maint. of Way Employes Div. |
| L. R. Official/Title     | Robert F. Allen, Chairman, NCCC               | Organization Official/Title | Freddie N. Simpson, President              |
| Address                  | 1901 L Street, N.W., Suite 500                | Address                     | 20300 Civic Center Drive, Suite 320        |
| City, State and Zip Code | Washington, DC 20036-3514                     | City, State and Zip Code    | Southfield, MI 48076                       |
| Telephone                | 202-862-7210                                  | Telephone                   | 248-948-1010                               |
| Fax                      | 202-467-5892                                  | Fax                         | 248-948-7150                               |
| Email                    | rallen@nrrmc.org                              | Email                       | fns@bmwe.org                               |

#### WORKING AGREEMENT

If an agreement governing rates of pay, rules, or working conditions is in effect, give name of parties thereto and date thereof. If there is no such agreement, so state various agreements and dates.

#### COMPLIANCE WITH RAILWAY LABOR ACT

1. If this dispute involves change in the above-mentioned agreement, attach copy of the 30-day notice served by party desiring change and insert date of notice here See Exhibits 3 and 4 attached hereto.
2. If this dispute involves the negotiation of a new or supplemental agreement, attach copy of request made by party desiring same and insert date of request here See answer to question no. 1.
3. If there has been refusal to confer, so state and give reason; otherwise, give date of last conference here March 9, 2005.

Signed at Washington, DC this 16th of March 2005  
 (City and State) (Day) (Month)

|            | Carrier Official | Organization Official |
|------------|------------------|-----------------------|
| Name:      | Robert F. Allen  |                       |
| Title:     | Chairman, NCCC   |                       |
| Signature: |                  |                       |

**Filing Instructions:** File this application in duplicate.

**Additional Sheets:** Use and attach additional sheets as needed.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is 3140-0002. The time required to complete this information collection is estimated to average 15 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

## THE SPECIFIC QUESTION IN DISPUTE

Dispute between railroads represented by the National Carriers' Conference Committee (NCCC) shown on the statement attached hereto and made a part hereof, marked as Exhibit No. 2, and employees of such railroads represented by the Brotherhood of Maintenance of Way Employees Division, growing out of notices to revise and supplement existing agreements identical with or similar to the following samples attached hereto and made a part hereof: (i) notices dated November 1, 2004 served by and on behalf of the various railroads identified above on the BMWED (Exhibit No. 3) and (ii) notices dated on or after November 1, 2004 served by the BMWED generally on such railroads for concurrent handling therewith (Exhibit No. 4 – samples for purposes of illustration).

## ATTACHMENT A

**CARRIERS REPRESENTED BY NATIONAL CARRIERS' CONFERENCE  
COMMITTEE WITH RESPECT TO  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

Alameda Belt Line Railway  
 Alton & Southern Railway Company  
 The Belt Railway Company of Chicago  
 The Burlington Northern and Santa Fe Railway Company  
 Central California Traction Company  
 Consolidated Rail Corporation  
 CSX Transportation, Inc.  
 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  
     Mid Louisiana Rail Corporation  
     SouthRail Corporation  
     TennRail Corporation  
     Joint Agency  
 Lake Superior & Ishpeming Railroad Company  
 Los Angeles Junction Railway Company  
 Manufacturers Railway Company  
 New Orleans Public Belt Railroad  
 Norfolk & Portsmouth Belt Line Railroad 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  
     Interstate Railroad Company  
 Northeast Illinois Regional Commuter Railroad Corporation      1  
 Port Terminal Railroad Association  
 Portland Terminal Railroad Company  
 Terminal Railroad Association of St. Louis  
 The Texas and Mexican Railway Company  
 Union Pacific Railroad Company  
 Wichita Terminal Association

\* \* \* \* \*

# Document 2



# BAPTISTE & WILDER, P.C.

ATTORNEYS AT LAW  
1150 CONNECTICUT AVENUE, N.W., SUITE 500  
WASHINGTON, D.C. 20036  
PHONE: (202) 223-0723  
FAX: (202) 223-9677  
FIRM@BAPWILD.COM

ROLAND P. WILDER, JR.

RPWILDERJR@BAPWILD.COM

April 4, 2005

Mr. Lawrence E. Gibbons  
Director of Mediation Services  
National Mediation Board  
1301 K Street, N.W., Suite 250E  
Washington, DC 20005-7011

***Re: Application for Mediation Services By The  
National Carriers' Conference Committee  
NMB File No. CA-6876***

Dear Mr. Gibbons:

The Rail Labor Bargaining Coalition (RLBC") has asked me to respond to your letter of March 17, 2005, in which you request comments on applications for the Board's mediation services filed by the National Carriers' Conference Committee ("NCCC"). For the reasons set forth below, the applications should be docketed as a single mediation case.

As you know, the RLBC is the designated "representative" for the American Train Dispatchers Association ("ATDA") (with limitations), Brotherhood of Locomotive Engineers & Trainmen ("BLET"), Brotherhood of Maintenance of Way Employees ("BMWED"), Brotherhood of Railroad Signalmen ("BRS"), International Brotherhood of Boilermakers & Blacksmiths ("IBB"), National Conference of Firemen & Oilers/SEIU ("NCFO"), and the Sheet Metal Workers International Association ("SMWIA"), in the 2005 round of wages, rules and benefits negotiations. The RLBC's authority to represent the ATDA is limited to health and welfare. Other issues are to be dealt with locally in accordance with a protocol agreed to between the NCCC and the ATDA (Exh. A).

Mr. Lawrence E. Gibbons

April 4, 2005

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At the Board's request, we have previously furnished you with a copy of the National Bargaining Coalition Agreement, dated September 21, 2004 (Exh. B), in which the seven RLBC-member organizations created a formal entity to which they gave powers of attorney to act on their behalf during negotiations over § 6 Notices exchanged in this round of national handling. Pursuant to the authority thus granted, the RLBC served a § 6 Notice on January 3, 2005 notifying the NCCC and the rail carriers it represents of the changes in rates of pay, rules and working conditions desired by employees in this national bargaining round (Exh. C). The RLBC accepted the § 6 Notices earlier served by NCCC-represented carriers on RLBC-represented organizations and waived initial conference on them.

The first meeting of the RLBC and the NCCC was held on January 17, 2005 in Washington, D.C. Although the RLBC described its § 6 Notice, most of the meeting was devoted to answering the NCCC's questions about the Coalition and how it believed issues identified in outstanding § 6 Notices should be handled. Certain issues were deferred and later answered in writing (Exh. D). Health and welfare issues created by the NCCC's § 6 Notices and the improvements sought in Schedule C of the RLBC's § 6 Notice were discussed the following day during a meeting with the NCCC in which the RLBC participated along with other organizations belonging to the Cooperating Rail Labor Organizations ("CRLO"). Despite these meetings, it was apparent that procedural issues remained for urgent consideration by the parties.

The RLBC sought resolution of these issues when the parties met on March 9, 2005 for what was to be a two and one-half day bargaining session, by proposing the adoption of ground rules. Those ground rules, were designed to defuse process issues that had proven troublesome during the past bargaining round. Nevertheless, after hearing the RLBC's proposal and caucusing for less than five minutes, the carriers announced that nothing in our proposal interested them and declined to discuss it further. We were urged to put aside "process" issues and launch into what the carriers' representative called "substantive discussions." The March 9<sup>th</sup> session ended when the RLBC declined to give up what its members thought important.

Mr. Lawrence E. Gibbons

April 4, 2005

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The RLBC-represented organizations firmly believe that good-faith negotiations over rates of pay, rules and working conditions cannot and will not occur as long as the carriers insist on dominating the agenda, controlling the pace of negotiations and monopolizing information required to formulate and evaluate economic proposals. That is why, on March 14<sup>th</sup>, we requested the Board's assistance in facilitating this dispute (Exh. E). If the NCCC had cooperated, of course, a meeting could have been scheduled within the meaning of § 6, 45 U.S.C. § 156, and the carriers' premature applications for mediation would have been unnecessary. For this reason, we think that the applications were made for tactical reasons to defeat their employees' choice to bargain together in this round through representatives of their own choosing.

The applications for mediation should be docketed as a single mediation case. Certainly the issues in dispute are framed, not just by November 20, 2004 notices served by the NCCC, but also by the January 3, 2005 § 6 Notice served by the RLBC. The common issues identified in the RLBC's Notice, together with correlative issues in the NCCC's Notices, suggest their suitability for national handling. Separate mediation of related notices is plainly inappropriate. Having elected to bargain nationally, NCCC-represented carriers are in no position to object to "a single mediation case covering all issues raised by the Coalition's notice and those contained in the Carriers' notices, at least to the extent such issues were considered in national handling" (Exh. D). *Accord, Alton & So. Ry. v. BME*, 928 F. Supp. 7 (D.D.C. 1996).

Separate mediation of the NCCC-represented carriers' notices would be seriously inconsistent with the right of the organizations to designate the representative of their choice. 45 U.S.C. § 152, Third. "Freedom of choice in the selection of representatives on each side of the dispute is the essential foundation of the statutory scheme. *Texas & N.O. R.R. v. Railway Clerks*, 281 U.S. 548, 569 (1930). "If the unions select a single representative, then that representative may lawfully insist that the same contract terms be applied to all unions that have given their prior approval." *American Railway Supervisors v. Soo Line R.R.*, 891 F.2d 675, 679 (8<sup>th</sup> Cir. 1989).

Since the carriers are obliged to bargain with the RLBC, just as the organizations must bargain with the NCCC, piecemeal mediation over

**BAPTISTE & WILDER, P.C.**

Mr. Lawrence E. Gibbons


April 4, 2005

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common issues is inefficient as well as impermissible. For this round, at least, the parties have agreed that the form of negotiations will be national in scope. By their respective selection of representatives, they have assured that bargaining will be conducted on a multi-employer, multi-union basis. Under these circumstances, common issues should be addressed in a single mediation case.

Very truly yours,

BAPTISTE & WILDER, P.C.

By:   
Roland P. Wilder, Jr.

Attorneys for the Rail Labor Bargaining  
Coalition

cc: RLBC Members  
R. Allen, NCCC

# **Exhibit A**



# American Train Dispatchers Association

AFL-CIO AND TTD — RAIL DIVISION

1370 ONTARIO STREET, SUITE 1040 • CLEVELAND, OHIO 44113-1736  
TELEPHONE: (216) 241-2770 • FAX: (216) 241-6286

F. L. McCann  
President

March 16, 2005  
By Fax & USPS

Robert F. Allen  
Chairman, NRLC  
1901 L Street N. W.  
Washington, D.C. 20036-3514

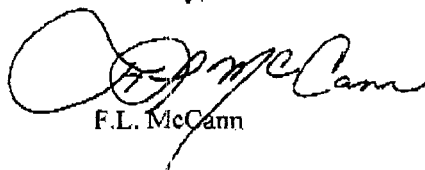
Dear Mr. Allen:

This is to acknowledge receipt of your letter of March 16, 2005, to the National Mediation Board and Application for Mediation Services purporting to invoke mediation with respect to Section 6 notices the National Carriers Conference Committee served on this organization and notices served on NCCC member carriers by ATDA. Your letter states that the carriers' purpose is to "avert[ a] potential crisis" because of a dispute between the NCCC and the RLBC.

You are well-aware that the ATDA is part of the RLBC only insofar as health and welfare issues are concerned. ATDA is bargaining the other issues on the table in this round directly with the carriers and whatever happened between RLBC and NCCC on March 9 has no effect whatsoever on those separate negotiations. There has been no termination (or threatened termination) of conferences as to those issues and there is no "potential crisis" to avert. Your request for mediation is certainly premature as to those notices and should be withdrawn by you, if not rejected by the NMB outright.

If you are sincere in your desire "to start real negotiations about substantive issues," contact ATDA's General Chairmen on those properties and get going.

Sincerely,



F.L. McCann

cc: Lawrence Gibbons  
NMB Members  
NCCC Members  
RLBC Members  
Roland P. Wilder, Jr.



## PROCEDURAL AGREEMENT

The American Train Dispatchers Association ("ATDA") and its various System Committees and the rail carriers represented by the National Carriers' Conference Committee ("NCCC") agree that the following process will be followed with regard to collective bargaining over the outstanding notices served on or after November 1, 2004 by each upon the other pursuant to Section 6 of the Railway Labor Act.

1. Bargaining over all matters will occur without prejudice to any party's position that any particular matter is one which should be addressed between the ATDA and NCCC as <sup>✓</sup> a common issue as opposed to one which should be addressed between an ATDA System Committee and an individual carrier as a non-common issue.

2. Bargaining will be conducted both at the headquarters locations of the individual carriers with whom there exist non-common issues and in Washington, D.C. Meetings will alternate between these locations, to the extent practical. Both common and non-common issues may be raised regardless of the site of the meeting, although the parties agree not to raise an issue parochial to one carrier at a meeting occurring at the headquarters of another carrier, unless otherwise agreed by the parties.

3. Discussions on non-common issues shall not be delayed by discussions on common issues, and vice-versa. Rather, discussions on both shall occur concurrently. Should tentative agreement be reached on one set of issues before tentative agreement is reached on the other set of issues, the parties will continue negotiations on the unresolved set of issues until settlement. Final agreements will be entered into only when settlement has been reached on all issues.

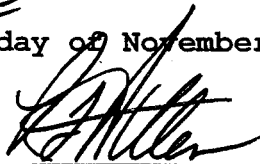
4. This agreement may be terminated by either party upon written notice to the other. The exercise of the option to terminate this agreement shall not be considered a refusal to bargain in good faith or in any way violate any party's obligations under the Railway Labor Act.

5. The fact that this agreement has been executed by the President of the ATDA shall not cause this Agreement to be considered a national, multi-employer agreement as opposed to a separate agreement negotiated individually with each carrier who NCCC represents. ATDA's System Committees have authorized ATDA's President to sign on their behalf as a matter of convenience in order to expedite the implementation of the terms of this Agreement.

Dated in Washington, D. C. this 12<sup>th</sup> day of November, 2004.



American Train Dispatchers  
Association



National Carriers' Conference  
Committee



# Exhibit B

## NATIONAL BARGAINING COALITION AGREEMENT

By the signatures of their chief executives below, the following organizations representing employees of the nation's Class I rail carriers hereby form the "Rail Labor Bargaining Coalition" (hereafter "Coalition") and agree to be bound by the rules, regulations, principles and commitments set forth below:

American Train Dispatchers Association  
Brotherhood of Locomotive Engineers & Trainmen, a Division of the Rail Conference,  
International Brotherhood of Teamsters  
Brotherhood of Maintenance of Way Employes  
Brotherhood of Railroad Signalmen  
International Association of Machinists and Aerospace Workers  
International Brotherhood of Boilermakers, Blacksmiths,  
Iron Ship Builders, Forgers and Helpers  
International Brotherhood of Electrical Workers  
National Conference of Firemen & Oilers - SEIU  
Sheet Metal Workers International Association

This Coalition shall be open to such other rail labor organizations as may be acceptable to all of the founding affiliates and which agree to adopt the rules, regulations, principles, and commitments of this Agreement by so stating in an addendum to this Agreement properly executed by the chief executive(s) of such organization(s).

### I. PRINCIPLES UNDERLYING THE FORMATION OF THE COALITION

This Coalition has been created in recognition of these principles:

- For many years, rail labor conducted national bargaining with the nation's Class I rail carriers via coordinated union coalitions. Using this method, the unions were able to achieve very beneficial changes in rates of pay, rules and standard working conditions for the employees they represented.
- In recent years, the organizations have strayed from that concept and have bargained for national agreements on an individual organization basis, without coordination amongst the organizations; this has resulted in the frustration of bargaining goals, extended negotiations, and overlong mediation efforts to the detriment of employees in all crafts.
- It has become very evident that settlements of national wage and rules bargaining disputes will be reached more expeditiously and successfully if the organizations coordinate their bargaining efforts.

-- Coordinated handling of national bargaining issues can best be accomplished by the creation of a formal entity to which participating organizations grant their powers of attorney and pledge their cooperation and, where necessary, financial commitment.

## II. THE COALITION'S ORGANIZATIONAL STRUCTURE

In conducting its affairs, the Coalition shall honor these basic regulations and procedures:

1. MEMBERSHIP RIGHTS. Every affiliated organization shall be entitled to a full voice and vote in all matters brought before the Coalition. The Coalition shall meet on a regular basis to discuss matters of concern to the affiliates. Affiliated organizations that fail to satisfy their obligations under this Agreement shall be subject to expulsion from the Coalition by a two-thirds vote of the affiliates voting on a one-vote-per-organization basis.

2. VOTING PROCEDURES. Except as otherwise provided herein, all actions of the Coalition, including decisions to expend Coalition funds, must be approved by a majority of the Coalition's affiliated organizations on both a one-vote-per-organization and an overall membership basis. For purposes of counting membership strength in overall membership voting determinations, each organization shall be assigned the total number of members as provided by United Healthcare (or the National Plan administrator) and distributed by the Chairman of the Cooperating Rail Labor Organizations (CRLO) and shall cast such membership vote as a bloc.

3. FINANCIAL SUPPORT. Coalition expenditures shall be paid for directly by each affiliated organization based on the organization's percentage of all members covered by the agreements for which the Coalition is bargaining. Expulsion or withdrawal from the Coalition shall not excuse an organization from paying its share of any such expenditures incurred prior to the expulsion or withdrawal, absent express written consent from each of the remaining affiliates.

4. PROFESSIONAL ASSISTANCE. The Coalition may engage the services of legal counsel, economists, and such other professional advisors/consultants as it may deem necessary to assist the Coalition in achieving its stated goals. The decision to engage any such assistance, the persons or entities to be engaged, and the terms of the engagement shall be subject to a vote conducted pursuant to Paragraph 2 above.

5. POWER OF ATTORNEY. The Coalition members will work cooperatively to develop Section 6 notices regarding rates of pay, rules and working conditions for service upon the rail carriers on or about November 1, 2004. By executing this Agreement and becoming an affiliate of the Coalition, each organization acknowledges that it has granted to the Coalition a power of attorney to act on the organization's behalf insofar as representing the organization in collective bargaining over the Section 6 notices mentioned above. This power of attorney is not revocable for the duration of a bargaining round, as set forth in Paragraph III-3, without the express written consent of every other affiliate of the Coalition. An affiliate may limit its power of attorney to

certain issues (i.e. health and welfare) with the consent of the other affiliates. No affiliate shall conclude a separate agreement resolving the uniform Section 6 notices served by the Coalition and/or its affiliates with the Class I carriers' multiemployer bargaining representative (i.e., the National Carriers' Conference Committee) or with any individual Class I carrier participating in national bargaining with the Coalition without the express written consent of every other affiliate of the Coalition.

### **III. THE COALITION'S BARGAINING PROTOCOL**

The following principles shall guide the Coalition's bargaining-related activities:

1. PARTICIPATION IN BARGAINING. Every affiliate shall be entitled and obligated to participate directly on the Coalition's bargaining team and to attend all bargaining sessions between the Coalition and the representative of the carriers.

2. SELECTION OF SPOKESPERSONS. The Coalition will designate chief bargaining spokespersons for particular issues identified in the processes described in Paragraph II-5 above. The designation of such spokespersons shall be done in accordance with the voting procedures in Paragraph II-2. A spokesperson will be responsible for the general direction of bargaining on the particular issue for which he/she was designated until such time as he/she is replaced by a vote conducted under Paragraph II-2.

3. RATIFICATION OF AGREEMENTS.

No tentative agreement negotiated by the Coalition shall be submitted to the respective memberships of the Coalition's affiliates for ratification until the decision to initiate the ratification process is approved by a two-thirds majority of the Coalition's affiliated organizations on both a one-vote-per-organization basis and an overall membership basis, membership being determined in the same manner as in Paragraph II-2 above. When submission of a tentative agreement for ratification has been so approved, every affiliate shall place the tentative agreement before its affected membership for approval or rejection in accordance with its own internal procedures. An affiliate's obligations under this Agreement terminate when the affiliate ratifies the agreement proffered under this Paragraph.

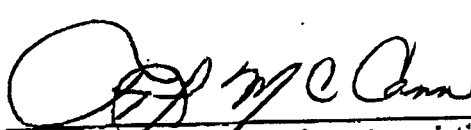
4. WITHDRAWAL FROM COALITION BARGAINING.

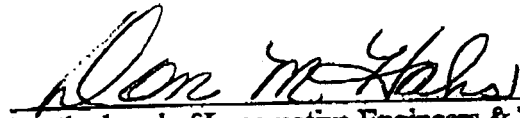
Organizations affiliated with the Coalition at the outset of round of national handling commencing on or about November 1, 2004, shall not withdraw from the Coalition, without the express written consent of every other affiliate of the Coalition, until the affiliate's obligations terminate pursuant to Paragraph III-3.

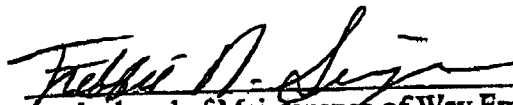
5. EMERGENCY BOARDS, ARBITRATION PROCEEDINGS, ETC. The Coalition shall represent its affiliates in all proceedings before Presidential Emergency Boards, arbitration panels, or other forums where disposition of the uniform Section 6 notices is placed at issue.

6. ENCOURAGEMENT OF ON-PROPERTY COALITIONS. Each affiliate shall encourage its subordinate bodies to form and participate in similar bargaining coalitions to coordinate bargaining over local issues on the properties of all rail carriers participating in national handling. This Agreement does not affect the rights of affiliates to serve Section 6 notices upon carriers for local issues.

Signed this 21st day of Sept., 2004 in Washington, D.C.

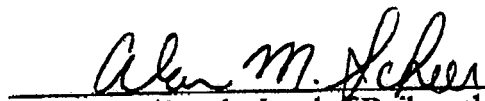
 (Health & Welfare Only)  
American Train Dispatchers Association

  
Brotherhood of Locomotive Engineers & Trainmen,  
a Division of the Rail Conference, International Brotherhood of Teamsters

  
Brotherhood of Maintenance of Way Employees

  
Brotherhood of Railroad Signalmen

International Association of Machinists and Aerospace Workers

  
International Brotherhood of Boilermakers, Blacksmiths,  
Iron Ship Builders, Forgers and Helpers

---

International Brotherhood of Electrical Workers

*George J. Lawrence*  
National Conference of Firemen & Oilers - SEIU

*Henry B. Garland*  
Sheet Metal Workers' International Association

# Exhibit C

**RAIL LABOR BARGAINING COALITION**  
1023 15<sup>TH</sup> STREET, N.W., 10<sup>TH</sup> FLOOR, WASHINGTON, D.C. 20005

GEORGE J. FRANCISCO, JR.  
CHAIRMAN

PHONE: (202) 962-0981  
Fax: (202) 872-1222

January 3, 2005

***VIA HAND DELIVERY***

Robert F. Allen, Chairman  
National Railway Labor Conference  
1901 L Street, N.W.  
Washington, D.C. 20036-3514

Dear Mr. Allen:

To date, seven organizations representing employees of the Nation's Class I rail carriers have become signatory to the National Bargaining Coalition Agreement. That agreement designates the Rail Labor Bargaining Coalition (RLBC) as the representative of the seven organizations identified in Attachment A for the 2005 wages, rules and benefits round of collective bargaining. The organizations participating in the RLBC intend to bargain on a coordinated national basis with respect to employees they represent on the rail freight carriers represented by the NCCC in this bargaining round. This letter is being addressed to you as you have previously stated that you have been authorized to represent the Carriers identified in Attachment A to your November 1, 2004 letter to each of the organizations. You will be advised whenever other organizations authorize the RLBC to represent them in national handling with respect to NCCC-represented carriers.

Attachment B is the common § 6 Notice served on NCCC-represented carriers by the organizations signatory to the National Bargaining Coalition Agreement consistent with the authorizations described in Attachment A. (This notice does not supersede or render ineffective outstanding Section 6 notices that have not yet been resolved relating to the period January 1, 2000 to date.) Each organization reserves the right to serve separate § 6 Notices of craft-specific changes in rates of pay, rules and working conditions they seek in this round of bargaining. The RLBC's authority with respect to each organization is set forth in Attachment A. The common issues that we believe can be successfully bargained on a multi-craft national basis are set forth in Attachment B. We reserve the right to modify our notice as necessary to respond to changes sought by the carriers, or otherwise to facilitate national handling bargaining. Notices pertaining to local issues, of course, will be served on individual properties in accordance with past practice.

Attachment C consists of improvements sought by the Coalition organizations in the following health and welfare plans: Railroad Employees National Health and Welfare



Robert F. Allen, Chairman  
January 3, 2005  
Page 2 of 3

Plan GA-23000; Railroad Employees National Early Retirement Major Medical Benefit Plan GA-46000; Railroad Employees National Dental Plan GP 12000-A; Railroad Employees National Vision Plan; and Supplemental Sickness Benefit Plan – Provident Policy R-5000. The notice also seeks a greater administrative role for rail labor with respect to the selection of health insurers and the provision of benefits. The Coalition organizations will bargain with the other Cooperating Railway Labor Organizations (CRLO) over the uniform health and benefit improvements sought in Attachment C.

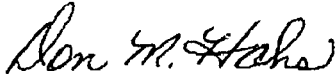
The attached notices represent a more enthusiastic embrace of national handling by rail labor in this bargaining round than has been the case in the recent past. We are optimistic that true national handling of common issues will serve the mutual interest of carrier and employee in achieving a prompt, orderly resolution of this dispute.

The RLBC-represented organizations have designated Roland P. Wilder, Jr., Esq., Baptiste & Wilder, P.C., 1150 Connecticut Ave., N.W., Suite 500, Washington, D.C. (202) 223-0723, to serve as their spokesperson in this round of bargaining. Please contact him to schedule a date and time for meeting. We are in agreement that initial conferences can be waived on our notice and the notices served by the NCCC on RLBC-represented organizations.

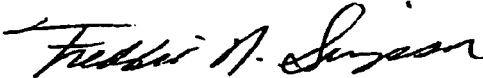
Very truly yours,



American Train Dispatchers Association



Brotherhood of Locomotive Engineers & Trainmen,  
A Division of the Rail Conference, IBT



Brotherhood of Maintenance of Way Employees



Brotherhood of Railroad Signalmen

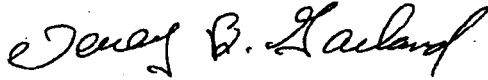


International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers and Helpers

Robert F. Allen, Chairman  
January 3, 2005  
Page 3 of 3



National Conference of Firemen and Oilers, SEIU



Sheet Metal Workers International Association

## ATTACHMENT "A"

### Organizations Represented by Rail Labor Bargaining Coalition

American Train Dispatchers Association <sup>1</sup>

Brotherhood of Locomotive Engineers & Trainmen,  
A Division of the Rail Conference, IBT<sup>4</sup>

Brotherhood of Maintenance of Way Employees<sup>4</sup>

Brotherhood of Railroad Signalmen <sup>2</sup>

International Brotherhood of Boilermakers, Blacksmiths,  
Iron Ship Builders, Forgers and Helpers <sup>3</sup>

National Conference of Firemen and Oilers, SEIU <sup>3</sup>

Sheet Metal Workers International Association <sup>3</sup>

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<sup>1</sup>Health & Welfare Only                      Attachment "C"  
<sup>2</sup>Excluding Items 16 through 19           Attachment "B"  
<sup>3</sup>Excluding Items 17 and 18               Attachment "B"  
<sup>4</sup>Excluding 19                                   Attachment "B"

**ATTACHMENT "B"**

**Rail Labor Bargaining Coalition**  
**Section 6 Notice**

1. Wages:
  - a. General Wage Increases
    - (1) 7% effective Jan. 1, 2005, and each January 1 thereafter
    - (2) Incorporated into all basic rates of pay for all purposes and all elements.
  - b. Skill/equity/shift differentials
    - (1) Agreed-upon classifications, operating and non-operating crafts.
    - (2) Weekend/shift differential of 25% applicable to all classes of service.
  - c. Regular Overtime
    - (1) Paid at two times regular rate.
    - (2) Operating Crafts: two times basic daily rate after 8 hours, regardless of miles run.
  - d. Interest on retroactivity, underpayments and awards.
  - e. Eliminate all service entry rates, scales rates, and two-tier pay systems.

2. COLA:
  - a. Full COLA w/o caps or limitations continuing into status quo period beyond the moratorium, incorporated into basic pay rates.
  - b. 1 cent for each 0.1 full point change.
  - c. Three-month adjustment periods.
3. Retirement Accounts:
  - a. Establish 401(k) Plan.
    1. Annual carrier contribution.
    2. Full match up to 3%.
  - b. Contribution rate formula Operating and Non-operating
4. Long-Term Disability: 80% average monthly compensation for five years.
5. Holidays:
  - a. Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
  - b. Add Martin Luther King, Jr.'s birthday, Election Day and an additional floating holiday.
  - c. Eligible employees entitled to day off with pay, or if required to work on enumerated holiday, paid at two times the regular rate for a minimum of eight (8) hours, in addition to their regular compensation.

6. Vacations:

- a. Amend National Agreement to afford additional paid vacation as follows:

| <u>Years Service</u> | <u>Vacation</u> |
|----------------------|-----------------|
| 1 thru 4             | 2 weeks         |
| 5 thru 7             | 3 weeks         |
| 8 thru 14            | 4 weeks         |
| 15 thru 19           | 5 weeks         |
| 20 +                 | 6 weeks         |

- b. Change the vacation qualifying rules to enable employees not qualifying for full vacation benefits to have prorated vacation benefits based upon the percentage of vacation qualifying days worked in the previous year.

7. Bereavement Leave:

- a. Add mother-in-law, father-in-law, grandchildren, grandparents, stepchildren, stepparents and spouse's stepparents as relatives on whose death bereavement leave shall be granted.
- b. Allow four (4) consecutive workdays' bereavement leave to be taken at any time up to seven (7) days following the funeral.

8. Personal Leave Days:

- a. Increase number of personal leave days due each employee in the calendar year.
- b. Longevity Scale.
- c. Unused personal leave paid or carried over at employee's option.

9. Sick Leave:

- a. Effective January 1, 2005, each employee with one year of service will receive a sick leave benefit consisting of twelve (12) sick days each calendar year to supplement sickness benefits available under the RUIA.
- b. Benefit days remaining unused at the end of the first calendar year will be placed in a "Sick Leave Reserve Account," to which the following year's sick leave accrual will be added. Benefits may be used from the first day of illness or injury, so long as the employee's account balance is not exhausted, whether or not RUIA sickness benefits are paid to the employee.
- c. Sick leave benefits shall accrue at the rate of one (1) day per month for each month of compensated service, with unlimited accumulation, and shall be paid at the time of retirement or termination.
- d. Employees may draw upon their Reserve Accounts for maternity and paternity leave.

10. Off-Track Vehicle Insurance:

- a. Improve existing allowances for employee injuries suffered in a vehicular covered condition by increasing monetary amounts to \$1 million for each loss now carrying a \$300,000 benefit and \$500,000 for losses now carrying a \$150,000 benefit.
- b. Increase aggregate limit of payments for any one accident to \$20 million.
- c. Obtain accident insurance with benefits comparable to the foregoing allowances to cover to employees injured or killed in an accident while riding in a Carrier-contracted van service regardless of negligence by the van operator.
- d. Injured employees entitled to disability payments.

11. Labor-Management Committees:

All labor-management committees, including but not limited to safety committees, quality committees, quality circle committees, quality-in-action committees, labor-management productivity committees, and any other employee-carrier committee, on which employees serve, must be established by agreement of the parties.

12. Family And Medical Leave Act:

The provisions of the federal Family and Medical Leave Act of 1993 shall apply to all employees covered by this agreement, subject to the following:

- a. All employees covered by this agreement shall be considered eligible regardless of any restrictions contained in the Act requiring a certain number of employees to be employed within a certain radius of a worksite.
- b. The twelve (12) month period in which eligible employees may take unpaid leave shall be the calendar year.
- c. Each employee shall be entitled to take up to 12 weeks of unpaid leave, regardless of whether their spouse is also an employee of the carrier.
- d. Parents-in-law, grandparents and grandchildren shall be added to the list of those for whom eligible employees may take unpaid leave.
- e. Payment for benefits under the Railroad Employees National Health and Welfare Plan shall be continued without cost to the employee during any period when an employee is taking FMLA leave.

13. Information Requests:

Upon request, the Carrier shall provide the Organization with information reasonably necessary to administer and negotiate the collective bargaining agreement.



14. Sales, Leases, Abandonments
  - a. Six months notice of transactions
  - b. Transaction conditioned on agreement to conditions for employees no less protective than New York Dock.
  - c. Employment of employees affected by transaction under conditions prescribed by existing agreements and recognition of union.
15. Negotiate or amend job stabilization or other unemployment agreements to provide furlough/wage rate protection for employees on seniority list as of date of the Agreement.
16. Rule against outsourcing scope work.
17. Provide for the elimination of camp cars, outfit cars, trailers and other mobile lodging facilities provided by the Carrier and provide that all employees shall receive single occupancy lodging and full reimbursement of expenses for meals and telephone while away from home.
18. Provide mileage reimbursement and pay at the applicable straight time or overtime rates for all time expended traveling between home and away from home lodging locations or work locations and from one work point to another.
19. Eliminate incidental / simple task rules.
20. Full reimbursement for all required safety equipment.

**Savings Clause:** The above Notices, or any of them, or any part of them shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect.

**ATTACHMENT "C"**  
**HEALTH & WELFARE**

**Railroad Employees National Health and Welfare Plan GA-23000**

**Eligibility –**

- (1) Provide extended benefit coverage to eligible dependents for one full calendar year following the death of a covered employee.
- (2) Provide extended coverage to furloughed employees for twelve (12) months following the month in which such employees last rendered compensated service or received vacation pay, provided the employer has transmitted at least three (3) monthly payments to the Plan on behalf of such employees prior to furlough. During such 12-month period, the furloughed employee shall be reported under "active" employee status.
- (3) Provide full Plan coverage to an employee who is suspended or dismissed from service, and to his eligible dependents, until final disposition of the matter under the *Railway Labor Act*. Until such final disposition, the employee shall be reported under "active" employee status.

- (4) Provide full Plan coverage to an employee who becomes disabled, and his dependents, until such time as the employee and/or his dependents become eligible for Medicare.
- (5) Eliminate the seven (7) calendar days per month eligibility requirement (the so-called "7-day rule") for benefit coverage under the health and welfare, dental and vision plans.
- (6) Employees on active military status (and their dependents) will be covered to the same extent as provided for under disability provisions.
- (7) Extend full coverage for college students under age 25 for six months following their graduation date.

**Life/AD&D Insurance –**

- (1) Increase Active Employee Life Insurance to \$50,000.00.
- (2) Increase Retired Employee Life Insurance to \$10,000.00.
- (3) AD&D – increase coverage to the following:

## TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS

| <u>COVERED LOSSES</u>                                     | <u>BENEFIT AMOUNTS</u> |
|---|------------------------|
| Life  | \$30,000               |
| A hand  | \$8,000                |
| A foot  | \$8,000                |
| Sight of an eye   | \$8,000                |
| Loss of more than one of the above<br>in any one accident | \$16,000               |
| Paralyzation  | \$25,000               |

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut-off at/or above the wrist.

Loss of a foot means that all of the foot is cut-off at/or above the ankle.

*\*Loss of a hand or foot shall also include the loss of use of a hand or foot even if the limb is still intact.*

Paralyzation means the loss of use of the extremities of the body as a result of an accident, such as, but not limited to

paraplegia, quadriplegia, or hemiplegia occurring from a traumatic brain injury.

Not more than \$30,000 will be paid for all covered losses caused by all injuries which are sustained in one accident.

**Prescription Drug Benefit –**

- (1) Prescription drug co-pays shall be as follows:
  - Retail: generic – no co-pay; brand name --\$5.00
  - Mail order: generic – no co-pay; brand name \$10.00

**Coordination of Benefits -**

- (1) Increase Coordination of Benefits to allow reimbursement up to a maximum of 100% of allowable charges.

**Lifetime Maximum –**

- (1) Increase lifetime maximum under CHCB and MMCP out-of-network to unlimited.

**Reasonable and Customary Determinations –**

- (1) Increase the threshold for R&C determinations to the 95<sup>th</sup> percentile of data selected by the Plan.

**Hearing Benefits –**

- (1) Provide an annual hearing benefit of \$1500 for each covered person.

- (2) In addition to the \$1500 benefit describe in (1) above, provide hearing tests as a covered benefit when medically necessary to diagnose or treat illnesses *other than hearing loss*.

**Birth Control/Reversal –**

- (1) Provide coverage under the plan for voluntary sterilization and/or reversal, as well as benefits for contraceptive medications.

**Employee Contributions –**

- (1) Eliminate any and all reference to required employee contributions as referred to in current National Agreement.

**Employee Opt-Outs –**

- (1) Allow all employees to opt-out of Plan coverage and receive \$200 per month.

**Mobile Facilities –**

- (1) Amend the current Plan definition of a facility to include a mobile facility used by licensed physicians or other qualified medical personnel to deliver services to employees and their dependents billed under covered codes as directed by the American Medical Association or other governing bodies.

### **Managed Medical Care Program (MMCP)-**

- (1) Reduce all co-payments under MMCP to \$5.00 per visit including emergency room.
- (2) Reduce all out-of-network penalties to 10%.
- (3) Reduce annual out-of-network out-of-pocket maximums to \$500 per person and \$1,000 per family.
- (4) Provide out of network coverage for:
  - Immunizations and well-person physical benefits without annual caps to include annual routine physical exams, (including diagnostic testing and immunizations); well-woman visits (including breast examination and/or mammogram, pelvic examination and pap smear); child preventive care given in connection with routine pediatric care, (including immunizations for children as recommended by CDC).
  - Annual prostate cancer screening at no cost to the participant.
  - Annual influenza vaccinations at no cost to the participant.

- Sigmoidoscopy or colonoscopy for participants over 40 years of age at no cost to the participant.
  - Other screening tests as recommended by the United States Preventive Disease Task Force at no cost to the participant.
- (5) Establish defined criteria for new managed care markets that, when met, will trigger the automatic establishment of MMCP in such markets.

**Comprehensive Health Care Benefit –**

- (1) Provide uniform application of immunizations and well-person physical benefits provided under MMCP to CHCB and/or BHCB without annual caps to include annual routine physical exams, (including diagnostic testing and immunizations); well-woman visits (including breast examination and/or mammogram, pelvic examination and pap smear); child preventive care given in connection with routine pediatric care, (including immunizations for children as recommended by CDC).
- (2) Provide 90/10 co-insurance under the CHCB plan.
- (3) Eliminate the annual deductible.



- (4) Provide benefits comparable to MMCP for employees who do not live in MMCP network areas.
- (5) Reduce annual out-of-pocket maximums to \$500 per person and \$1000 per family.
- (6) Provide annual prostate cancer screening at no cost to the participant.
- (7) Provide annual influenza vaccinations at no cost to the participant.
- (8) Provide sigmoidoscopy or colonoscopy for participants over 40 years of age at no cost to the participant.
- (9) Provide other screening tests as recommended by the United States Preventative Disease Task Force at no cost to the participant.

**Managed Mental Health and Substance Abuse Benefit (MHSA)**

- (1) Reduce all co-payments under MHSA to \$5.00 per visit including emergency room.
- (2) Reduce all out-of-network penalties to 10%.
- (3) Amend the current requirement that Out-of-Network outpatient services be administered by a licensed psychologist to allow that such care may be administered by Masters level clinicians.

- (4) Eliminate lifetime maximum benefit for Mental Health services.

**CHCB, MMCP (BHCB, HMO, If Applicable) – Cost Containment Through Health Management**

- (1) Establish toll-free Nurse Line and other services to provide employees and their families' resources to help in decision making.
- (2) Implement a more comprehensive disease management program. Research and interview vendors that provide disease management programs that can be targeted to Plan members who need to manage emerging chronic and acute conditions such as cardiac disease, diabetes, asthma, low back pain, depression. Adopt comprehensive disease management programs to reduce emergency room visits, inpatient admissions, and acute episodes while promoting quality of care, treatment compliance and slowing rate of disease progression.

**Railroad Employees National Early Retirement Major Medical Benefit Plan (GA-4600)**

**Eligibility –**

- (1) Provide coverage for anyone collecting an annuity pursuant to the Railroad Retirement Act who was formerly covered by GA-23000.

- (2) Provide automatic enrollment into GA-46000, with a written notification to the employee.
- (3) Provide extended benefits for up to five (5) calendar years to a dependent spouse who is under the age of 65 when the retired employee qualifies for Medicare due to age.
- (4) Eliminate the COBRA exclusion from age annuitant eligibility.
- (5) Increase the lifetime maximum under GA-46000 to \$250,000 and provide for annual increases consistent with the rate of medical inflation.

**Managed Care -**

- (1) Establish managed care benefits under GA-46000 that are identical in all respects to the MMCP under GA-23000.

**Comprehensive Care –**

- (1) Establish comprehensive care benefits under GA-46000 that are identical in all respects to the CHCB under GA-23000.

**General -**

- (1) Provide lifetime benefit limits, deductibles, and out-of-pocket maximums that are identical to GA-23000.

## **Railroad Employees National Dental Plan (GP12000-A)**

### **Eligibility –**

- (1) Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated service.
- (2) Provide full Plan coverage to an employee and eligible dependent who is suspended or dismissed from service until final disposition under the *Railway Labor Act*.
- (3) Establish dental benefit coverage for employees who are eligible for GA-46000.

### **Benefits-**

- (1) Eliminate the annual deductible.
- (2) Increase the annual maximum to \$3,000.00
- (3) Increase Type B coverage to 100%.
- (4) Increase Type C coverage to 75%.
- (5) Increase orthodontia benefit to 90% with a maximum of \$2,500.00
- (6) Provide orthodontia coverage to all employees and covered dependents regardless of age.
- (7) Eliminate the alternate treatment provisions of the Plan.

## **Railroad Employees National Vision Plan**

### **Network –**

- (1) Expand network coverage to the Vision Service Plan (VSP) Standard Network to all covered employees.
- (2) Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated service.

### **In-Network Benefits -**

- (1) Increase the frame allowance to \$250.
- (2) Provide full coverage for the following options:
  - Scratch Coating
  - UV Protection
  - Anti-Reflective Coating
  - Photochromic Lenses
  - Progressive Lenses
- (3) Increase allowance for contact lenses to \$250 annually.
- (4) Add laser surgery benefit. Provide full coverage for laser surgery to correct vision in one or both eyes.

**Hospital Associations –**

- (1) Hospital Association benefits will continue to be set by the individual Hospital Association.
- (2) Effective January 1, 2005, the so-called “Dues Offset” formula for Hospital Association members, as provided in Article V, Financing the Policy Contract, of the 1973 Collective Bargaining Agreement, will be amended to provide a monthly payment equal to the individual COBRA rate projected for the calendar year of providing employee medical care for the Railroad Employees National Health and Welfare Plan (the National Plan).
- (3) Thereafter, adjustments, if any, shall be made annually on January 1<sup>st</sup> of each subsequent year.
- (4) The so-called “pick-up fees” for any employees (or dependents, if applicable) transferring from Hospital Association Railroads to Non-Hospital Association Railroads will be borne by the Railroads.
- (5) Disabled or Retired Hospital Association members whose coverage is disrupted for any reason other than non-payment of Association dues will be allowed to enroll in the Railroad

Employees National Early Retirement Major Medical Benefit Plan (GA-46000) without penalty provided they would have met the eligibility requirements at the time they retired.

- (6) Provide that all employees receiving FO healthcare benefits from a Hospital Association shall receive, at a minimum, the treatment contained in side letter #6 to the NCCCBRS agreement of September 28, 2003.

**Supplemental Sickness Benefit Plan – Provident Policy R-5000**

Amend the provisions of Provident Policy R-5000, the Supplemental Sickness Benefit Plan, to provide the following effective January 1, 2005:

- (a) Amend the Plan so that the combined benefit limits payable under the Plan are 90% of the employee's regular daily rate, including payments from RRB, if eligible.
- (b) Remove requirement that employee must be eligible for Railroad Retirement sickness benefits in order to qualify for benefits hereunder.
- (c) Amend the Plan to change the maximum duration for the payment of benefits to 18 months from 12 months.

- (d) Employees will be eligible for these benefits after three months of service, regardless of eligibility under RRB.

**GENERAL**

- (1) The JPC shall be joint policyholders and will jointly participate in the selection of the insurance company or companies or other administrators required to administer all benefit Plans covering employees subject to this Agreement, shall jointly determine the plan benefits needed to meet the changing needs of the employees and otherwise jointly administer all of the Plans' activities. The Joint Plan Committee shall oversee and administer the Railroad Employees National Health and Welfare Plan, the Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Dental Plan, the Railroad Employees National Vision Care Plan, the various plans established to provide supplemental sickness benefits to covered employees and any and all plans which may hereafter be developed or introduced to provide health and welfare benefits to active and retired employees and their eligible dependents.



- (2) Eliminate the exclusion of benefits for treatment by a family member who is otherwise a qualified provider, from any and all plans containing such exclusion

# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036-3514/AREA CODE: 202-862-7200 FAX: 202-862-7230

**ROBERT F. ALLEN**  
Chairman

**A. Kenneth Gradia**  
Vice Chairman

**John F. Hennecke**  
Director of Labor Relations

**Joanna L. Moorhead**  
General Counsel

January 10, 2005

## VIA FACSIMILE AND U.S. MAIL

George J. Francisco, Jr.  
Chairman, Rail Labor Bargaining Coalition  
1023 15<sup>th</sup> Street, N.W.  
10<sup>th</sup> Floor  
Washington, D.C. 20005

Roland P. Wilder, Jr., Esq.  
Baptiste & Wilder, P.C.  
1150 Connecticut Ave., N.W.  
Suite 500  
Washington, D.C. 20036

Dear Messrs. Francisco and Wilder:

This will acknowledge receipt of Mr. Francisco's letter to me dated January 3, 2005. In that letter, Mr. Francisco advises that: (i) the Rail Labor Bargaining Coalition ("RLBC") has been designated as the representative of seven labor organizations<sup>1</sup> "for the 2005 wages, rules and benefits round of collective bargaining"; and (ii) the RLBC-represented unions "intend to bargain on a coordinated national basis with respect to employees they represent" on the carriers represented by the National Carriers' Conference Committee for the 2005 national bargaining round.

Attachments B and C to Mr. Francisco's letter contain the RLBC's bargaining proposals on wages, rules and benefits for the 2005 round with respect to the NCCC-represented carriers, which were served on me in my capacity as Chairman of the NCCC. This letter shall constitute acknowledgment of receipt of that notice on behalf of those carriers. Please note that (i) we expressly reserve our rights to question the legality and propriety of such notice, and (ii) this acknowledgment will be deemed to

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<sup>1</sup> The American Train Dispatchers Association, the Brotherhood of Locomotive Engineers & Trainmen, the Brotherhood of Maintenance of Way Employees, the Brotherhood of Railroad Signalmen, the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the National Conference of Firemen and Oilers, SEIU, and the Sheet Metal Workers International Association.

Page 2 of 3

cover service of the RLBC notice by the participating unions and/or their officers on me or on any NCCC-represented railroad that may occur on or after January 3, 2005.

As you know, on November 1, 2004 each of the RLBC organizations was served with a national bargaining notice on behalf of the NCCC-represented carriers. I note that the RLBC concurs with our suggestion to waive initial conferences on our respective notices and asks that we contact its designated spokesman, Mr. Wilder, to schedule a date and time to commence bargaining. We are scheduled to meet with you and the other CRLO groups on January 25, 2005 at the NRLC's offices to discuss health and welfare matters. In addition to that meeting, the NCCC is currently available to meet with the RLBC on the following days and I ask Mr. Wilder to let me know if any of those dates are acceptable:

January 24, 2005 at 1:00 p.m. (NRLC Offices)  
January 28, 2005 at 10:00 a.m. (NRLC Offices)  
February 17, 18 at 10:00 a.m. (Miami, FL - Site TBD)

Your letter indicates that the individual unions in the Coalition intend to serve additional "craft-specific" and/or "local" notices, but how you propose to handle any such notices is not clear to us. As you know, national handling is obligatory with respect to all proposed changes in agreements (including those relating to work rules as well as those relating to wages and benefits) in a round in which general wage adjustments are proposed because all such proposals may affect the economics of settlement. General Committee of Adj. v. Burlington Northern, 295 F.3d 1337 (D.C. Cir. 2002), on remand, 290 F. Supp. 2d 138 (D.D.C. 2003); Alton & So. Ry. Co. v. BMW, 928 F. Supp. 7 (D.D.C. 1996). Therefore, national handling is obligatory with respect to all issues regarding changes in agreements between the NCCC-represented carriers and the respective Coalition organizations advanced in the 2005 bargaining round, regardless of how they may be labeled or characterized.

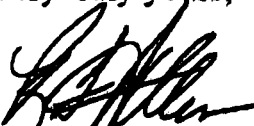
In that connection, by letter dated December 28, 2004 to BMW President Simpson, we have suggested multiple dates for conferences between the NCCC and the BMW with respect to proposals for the 2005 bargaining round as required by law. If the BMW intends to deal with all issues in this round concerning the NCCC-represented carriers in the format you have suggested, we would appreciate your prompt confirmation. Otherwise, we expect and await a direct response from the BMW to our request for conferences.

Page 3 of 3

Finally, we agree that the ongoing national negotiations between the NCCC and certain organizations in the Coalition on unresolved notices from the 2000 bargaining round are not affected by either the RLBC notice or the carriers' notices for the 2005 round.

We look forward to commencing our discussions on the many challenges and opportunities before us.

Very truly yours,



Robert F. Allen

cc: NCCC Members  
NCCC Carriers

F. L. McCann  
D. M. Hahs  
F. N. Simpson  
W. D. Pickett  
A. M. Scheer  
D. B. Garland

# Exhibit D

# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036-3514/AREA CODE: 202-862-7200 FAX: 202-862-7230

**ROBERT F. ALLEN**  
Chairman

**A. Kenneth Gradia**  
Vice Chairman

**John F. Hennecke**  
Director of Labor Relations

**Joanna L. Moorhead**  
General Counsel

## VIA FACSIMILE AND U.S. MAIL

January 25, 2005

Roland P. Wilder, Jr., Esq.  
Baptiste & Wilder, P.C.  
1150 Connecticut Ave., N.W.  
Suite 500  
Washington, D.C. 20036

Dear Mr. Wilder:

During our meeting yesterday, I asked you a series of questions regarding the Rail Labor Bargaining Coalition and the RLBC's intentions, plans and expectations regarding negotiations with the National Carriers' Conference Committee for the 2005 bargaining round. You deferred answering certain of those questions and asked that we provide those questions to you in written form before responding. We agreed. Set forth below are all of the questions we asked that, according to our notes, were deferred.

1. Which coalition unions will be serving "craft-specific" notices? When will such notices be served? What subjects will be covered?
2. Which coalition unions will be serving "local" notices? Which System Federations/General Committees? When will such notices be served? What subjects will be covered? Would any agreement reached on issues contained in local notices be subject to approval by that union's representatives on other carriers represented by the NCCC?
3. Does the RLBC contemplate a single mediation case or separate cases for each union?

- A. If separate, does the RLBC intend to coordinate bargaining in each case? Seek a common release date for each case?
- 4. If mediation occurs, does the RLBC (or any individual Coalition member) intend to exclude any notices-national, "craft-specific", "local"-in whole or part?
- 5. If establishment of a PEB were recommended, would the RLBC seek a single PEB, more than one?

Please give me a call if you wish to discuss these questions or need clarification or additional information to respond. We look forward to hearing from you.

Very truly yours,



Robert F. Allen

cc: NCCC Members

# BAPTISTE & WILDER, P.C.

ATTORNEYS AT LAW

1150 CONNECTICUT AVENUE, N.W., SUITE 500

WASHINGTON, D.C. 20036

PHONE: (202) 223-0723

FAX: (202) 223-9677

FIRM@BAPWILD.COM

ROLAND P. WILDER, JR.

February 18, 2005

RPWILDERJR@BAPWILD.COM

***VIA FACSIMILE (202-467-5892) &  
FIRST CLASS MAIL***

Mr. Robert F. Allen  
Chairman  
National Rail Labor Conference  
1901 L Street, N.W.  
Washington, D.C. 20036-3514

Dear Mr. Allen:

This is in response to your letter of January 25, 2005, in which you ask certain questions about the Rail Labor Bargaining Coalition's "intentions, plans and expectations" for the 2005 bargaining round. I have circulated your letter to participating organizations, which have now responded to the best of their ability. The answers to your questions appear below. They are not intended to qualify or limit our Section 6 Notice of January 3, 2005; rather they describe the present intentions of RLBC members.

1. Craft-specific notices have already been served by the BLET due to the somewhat different issues facing that operating organization. Those notices afford reasonable notice of the changes desired by BLET and need not be elaborated upon here. Except for the BLET and the ATDA, RLBC-represented organizations do not presently anticipate serving craft-specific notices. They believe that the changes they seek in existing agreements are embraced within the Coalition's notice. Most of the changes sought by the carriers' notices appear to be sufficiently related to issues raised by the Coalition's notice to enable their fair consideration by the Coalition. We expressly reserve, however, our rights to question the legality and propriety of one or more such notices.

2. A local notice was served by BLET General Chairman Dennis R. Pierce on the BNSF. That notice was acknowledged by your letter of January 31, 2005. Similar notices may be served by BLET General Chairmen on other properties in the near future. They can be processed in the manner outlined in your January 31<sup>st</sup> letter. The ATDA, through its System Committees, has served wage and rules notices directly on several NCCC-represented carriers (BNSF, KCS, TRRA, BRC), and will shortly serve a notice on Conrail covering wages and rules. You acknowledged the notice served on BNSF by ATDA General Chairman Ayers in your letter of February 1, 2005. As you know, the ATDA has not authorized the RLBC to represent it with respect to wage and rules issues; it intends to bargain locally with NCCC-represented carriers.



Mr. Robert F. Allen  
February 18, 2005  
Page 2

over wages and rules pursuant to the Procedural Agreement providing for multi-level bargaining. Although the ATDA will attend Coalition wage and rules bargaining sessions to assure coordination with national handling, it intends to negotiate all wage and rules issues locally.

At present, other organizations have not authorized the service of local notices by subordinate bodies. If and when local notices are served, we anticipate that they will be handled and settled on the individual properties in accordance with past practice. Failing resolution, those notices will be brought to the national table and resolved through negotiations between representatives of the carriers and affected organizations. The representatives designated by those organizations may be different than those designated to conduct national handling.

The extent to which agreements reached on issues contained in local notices would be subject to approval by that organization's representatives on other carriers would be governed by the organization's internal law and past practice. We do not expect any change from past bargaining rounds in the way local notices are handled and agreements are ratified. My understanding is that agreements reached on local notices were generally not subject to approval by representatives of the same or other crafts on other carriers.

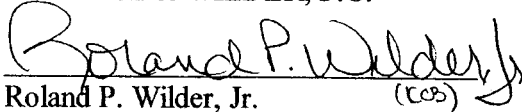
3. The RLBC contemplates a single mediation case covering all issues raised by the Coalition's notice and those contained in the carriers' notices, at least to the extent such issues were considered in national handling. In any event, we anticipate a high degree of coordination in the handling of all notices.

4. Although it is impossible to foresee the precise contours of our dispute by the time mediation becomes necessary, if it does, we anticipate that the issues will have been narrowed to the point where they can and must be considered in a single mediation. For pragmatic reasons, however, we are unwilling to rule out the possibility that the parties might seek to exclude one or more notices for separate resolution due to unforeseen circumstances. For instance, local BLET notices served by subordinate bodies on individual carriers were typically not dealt with in national handling mediation unless the parties agreed to include such notices. Greater certainty is not possible at this early stage.

5. The RLBC will seek a single PEB if voluntary agreement on remaining issues is not reached by the end of the thirty-day "cooling-off period."

Very truly yours,

BAPTISTE & WILDER, P.C.

By:   
Roland P. Wilder, Jr. (CS)

Attorneys for the Rail Labor Bargaining  
Coalition

cc: Coalition Members

# **Exhibit E**

BAPTISTE & WILDER, P.C.

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ROLAND P. WILDER, JR.

RPWILDERJR@BAPWILD.COM

March 14, 2005

Mr. Larry Gibbons  
Director of Mediation  
National Mediation Board  
1301 K Street, N.W.  
Washington, D.C. 20036

**Re: 2005 National Wage and Rules Movement:  
NCCC & RLBC**

Dear Mr. Gibbons:

We write as attorneys for the Rail Labor Bargaining Coalition, the § 2, Third “representative” of the ATDA, BLET, BMWED, BRS, IBB, NCFO and SMWIA in the 2005 bargaining round.

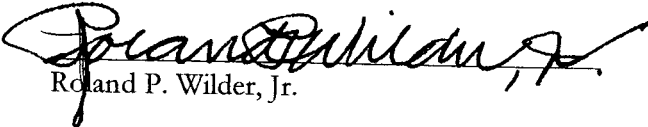
The National Carriers Conference Committee and the RLBC met on March 9, 2005 for what was to be a two and one-half day bargaining session. In an effort to prevent the floundering that characterized the last bargaining round, the RLBC placed the enclosed ground rules on the table for consideration by the carriers. The carriers declined to consider our proposal, saying: “There will be no ground rules.” Bargaining broke off when the organizations would not acquiesce to the carriers’ position.

Because the carriers insist on bargaining on their terms or not at all, we believe that the Board’s assistance could help facilitate resolution of this dispute over process. Facilitators have been assigned to assist parties in other disputes of this sort, where, as here, a formal request for mediation would be premature.

By copy of this letter, we will ask the NCCC to join with us in cooperating with your agency to find a quick solution to this dispute.

Very truly yours,

BAPTISTE & WILDER, P.C.

By:   
Roland P. Wilder, Jr.

cc: RLBC Members  
R. Allen, NCCC

## **NATIONAL BARGAINING GROUND RULES**

The National Carriers' Conference Committee ("NCCC") and the Rail Labor Bargaining Coalition ("RLBC") agree that the following ground rules shall apply to their negotiations regarding Section 6 notices served by the organizations on the carriers represented by NCCC and by the carriers on the organizations represented by RLBC to be effective no earlier than January 1, 2005:

1. In these negotiations, the NCCC represents the carriers identified on Exhibit A hereto, each of whom has authorized the NCCC to act on its behalf in this bargaining round. Carriers may be added to this list during bargaining in accordance with the internal procedures of the NCCC.
2. In these negotiations, the RLBC represents the labor organizations that are identified on Exhibit B hereto, each of whom has authorized the RLBC to act on its behalf in this bargaining round. Organizations may be added to this list during bargaining in accordance with the internal procedures of the RLBC.
3. NCCC and RLBC shall determine who shall participate directly on their respective bargaining teams and attend bargaining sessions. Spokespersons may be designated generally or on particular subjects that are addressed in the bargaining. Each party may also designate appropriate individuals to participate on its behalf for the purpose of contributing expertise to the discussions. The parties will notify one another when such experts are to attend, at least seven (7) calendar days in advance of the bargaining session.
4. The parties will attempt to schedule in advance bargaining sessions for each calendar quarter. Additional bargaining sessions as warranted may be arranged by

mutual consent. Unless the parties agree otherwise, bargaining sessions will begin at 1:00 p.m. on the first day of each session and at 10:00 a.m. on each subsequent day of the session.

5. The parties will attempt to align related common and craft-specific issues, so that suitable representatives will be available to take part in all negotiations according to one or more formats agreed to by the parties.

6. Bargaining sessions will be held at locations mutually agreed between the parties. When rooms for bargaining are rented, (a) there shall be at least two rooms rented: one for bargaining and at least one for separate caucuses, and (b) the cost of such rentals and related expenses (i.e., beverages, easels, etc.) shall be shared equally by the parties.

7. The parties agree to provide to each other all requested information unless good cause exists not to provide such information. The reason for any non-disclosure shall be discussed by the parties. "Good cause" shall be determined by balancing the relevance and necessity of having the requested information available for bargaining and the competitive interests adversely affected by its limited disclosure. Each and every participant in negotiations shall execute a confidentiality agreement, which establishes a commitment of non-disclosure regarding any information shared by the parties.

8. Discussions between the parties will not be used by either party in any dispute that is concerned with the meaning or position taken by the other side regarding existing rates of pay, rules or working conditions **in effect as of the date of these negotiations**, including disputes that are or may be subject to grievance arbitration or litigation of any kind. The parties agree that all written and oral communications

between the parties, including discussions over this procedural agreement, will be without prejudice to any party's position regarding its rights under the Railway Labor Act or existing agreements.

9. Contract wording will be finalized at the bargaining table before a tentative agreement occurs.

10. Agreement(s) resulting from these negotiations are subject to ratification by the RLBC's affiliates in accordance with their respective internal procedures. No agreement will be considered ratified until it has been ratified by the Coalition's affiliates in accordance with the National Bargaining Coalition Agreement. Within ten (10) days of receipt of notification by the RLBC that its affiliates have obtained the approval of their memberships, RLBC will notify NCCC that it deems the agreement ratified. The tentative agreement shall then be incorporated into a final agreement that shall be executed by each affiliate and the carriers. If the membership of one or more RLBC affiliates rejects a tentative agreement, the RLBC shall promptly notify the NCCC.

11. No organization identified on Exhibit B shall conclude a separate agreement with the NCCC or with any carrier identified on Exhibit A resolving the Section 6 notices served by the RLBC or the NCCC without the express written consent of the RLBC and the NCCC. Similarly, no carrier identified on Exhibit A shall conclude a separate agreement with RLBC or any organization identified on Exhibit B resolving the Section 6 notices served by the RLBC or the NCCC without the express written consent of the RLBC and the NCCC.

Signed this \_\_\_\_\_ day of March, 2005 in Washington, D.C.

For the NCCC

---

For the RLBC

---

Exhibit A



EXHIBIT B

American Train Dispatchers Association (for Health and Welfare only)

Brotherhood of Locomotive Engineers & Trainmen, a Division of the Rail Conference,  
International Brotherhood of Teamsters

Brotherhood of Maintenance of Way Employes, a Division of the Rail Conference,  
International Brotherhood of Teamsters

Brotherhood of Railroad Signalmen

International Brotherhood of Boilermakers, Blacksmiths, Iron Ship Builders, Forgers and  
Helpers

National Conference of Firemen & Oilers — SEIU

Sheet Metal Workers International Association

# Document 3



# American Train Dispatchers Association

AFL-CIO AND TTD — RAIL DIVISION

1370 ONTARIO STREET, SUITE 1040 • CLEVELAND, OHIO 44113-1736

TELEPHONE: (216) 241-2770 • FAX: (216) 241-6286

F. L. McCann  
President

April 4, 2005 (By Fax and USPS)

Lawrence E. Gibbons  
Director, Office of Mediation Services  
National Mediation Board  
Washington, DC, 20572

NA 2005MOVE  
See 6 NOT 11/1/04  
NMB# 6876

Re: NMB File No. CA-6876

Dear Mr. Gibbons:

This is to respond to your letter of March 17, 2005, regarding the application for mediation services filed by the National Carriers' Conference Committee ("NCCC"). You have asked the addressees to provide comments on the carriers' application. It is the position of the American Train Dispatchers Association that the Board should not docket the carriers' application as to the carrier and ATDA notices not covered by the bargaining between NCCC and the Rail Labor Bargaining Coalition ("RLBC"); if the Board does docket the application, it should be docketed separately insofar as it relates to the ATDA.

As has been explained to the carriers on several occasions, most recently March 16, 2005 (see copy of letter attached), ATDA is part of the Rail Labor Bargaining Coalition ("RLBC") only insofar as health and welfare issues are concerned. ATDA is bargaining the other issues on the table in this round separately and directly with the individual carriers. The carriers say they seek mediation because of events at a meeting between RLBC and NCCC on March 9, 2005. Those events had no effect whatsoever on the separate negotiations over rates of pay, rules, and working conditions other than health and welfare for the employees represented by ATDA. There has been no termination (or threatened termination) of conferences as to those issues and there is no "potential crisis" to avert. The carriers' request for mediation is certainly premature as to those notices. We have asked that the NCCC withdraw its mediation application in that regard but have not heard back from the NCCC.

For these reasons, the NMB should reject the NCCC application as to ATDA's non-RLBC issues if it is not withdrawn. If the NMB does docket the application as to ATDA, there should be a separate case number assigned to it.

Sincerely,

F.L. McCann, President

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Page Two (2)  
April 4, 2005

Gibbons, NMB

**Enclosure**

cc w/ encl: RLBC unions  
NCCC  
Members of the NMB  
Roland Wilder, Esq.  
Michael Wolly, Esq.

# Document 4



# American Train Dispatchers Association

AFL-CIO AND TTD — RAIL DIVISION

1370 ONTARIO STREET, SUITE 1040 • CLEVELAND, OHIO 44113-1736  
TELEPHONE: (216) 241-2770 • FAX: (216) 241-6286

F. L. McCann  
President

March 16, 2005  
By Fax & USPS

Robert F. Allen  
Chairman, NRLC  
1901 L Street N. W.  
Washington, D.C. 20036-3514

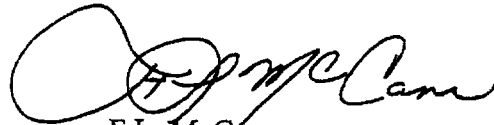
Dear Mr. Allen:

This is to acknowledge receipt of your letter of March 16, 2005, to the National Mediation Board and Application for Mediation Services purporting to invoke mediation with respect to Section 6 notices the National Carriers Conference Committee served on this organization and notices served on NCCC member carriers by ATDA. Your letter states that the carriers' purpose is to "avert[ a] potential crisis" because of a dispute between the NCCC and the RLBC.

You are well-aware that the ATDA is part of the RLBC only insofar as health and welfare issues are concerned. ATDA is bargaining the other issues on the table in this round directly with the carriers and whatever happened between RLBC and NCCC on March 9 has no effect whatsoever on those separate negotiations. There has been no termination (or threatened termination) of conferences as to those issues and there is no "potential crisis" to avert. Your request for mediation is certainly premature as to those notices and should be withdrawn by you, if not rejected by the NMB outright.

If you are sincere in your desire "to start real negotiations about substantive issues," contact ATDA's General Chairmen on those properties and get going.

Sincerely,



F.L. McCann

cc: Lawrence Gibbons  
NMB Members  
NCCC Members  
RLBC Members  
Roland P. Wilder, Jr.