Topics of the October 2015 Allied Federation Newsletter

- Update on your System Officers
- L&NW Railroad Agreement
- Annual Scholarship Awards
- Updates
  - Union Pacific
  - KCS
  - CSX
- Family and Medical Leave
- Disability
- BMWED CAT Team
- What's happening around the Federation?

David Lopez Retired

Brother David Lopez retired on September 1, 2015 from his Vice Chairman position. I wish Jena and Dave a long and happy retirement.

Louisiana & Northwest Railroad

Louisiana & Northwest members ratified a six (6) year agreement. I would like to thank Vice President Roger Sanchez and Vice Chairman Scott Niswonger for all their assistance and hard work to reach this agreement. Congratulations to our Brothers who work on the Louisiana & Northwest Railroad.
NEWLY APPOINTED VICE CHAIRMEN

In accordance with Article XI, Section 4 of the Allied Federation Constitution and By-Laws which states:

"In case of vacancy in the office of a Vice Chairman, by reason of death, resignation, removal, or any other cause whatsoever, the General Chairman will appoint another member from the appropriate region to perform the duties of such office for the unexpired terms, or until an election may be held at a regulator or special meeting of the Joint Protective Board."

I am happy to announce that Brother James D. Wilson from Parkersburg, WV has agreed to fill the vacant Vice Chairman position. Brother Wilson will be handling the CSX Agreement. Also, I am happy to announce that Brother Kent Malzner from Russellville, MO has agreed to fill the vacant Vice Chairman position from Regions 5 - 9. Brother Malzner will be handling the MOP and KCS Agreements. Both Brother Wilson and Malzner started as Vice Chairmen on July 6, 2015.

Jim Wilson & Kent Malzner
Contact Information

Mr. James D. Wilson
Address:
2300 Division St. Ext.
Parkersburg, WV 26101
Phone:
304-488-3377

Mr. Kent Malzner
Address:
6506 Curtman Road
Russellville, MO 65074
Phone:
573-469-5510

Also, I am pleased to announce and appoint Brother Joe Esquivel, Jr. from Pleasanton, TX. Brother Esquivel has agreed to fill the At Large Executive Board Position vacated by Brother Malzner.
<table>
<thead>
<tr>
<th>Officer</th>
<th>Position</th>
<th>Contact No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Albers</td>
<td>General Chairman</td>
<td>618-210-4987</td>
</tr>
<tr>
<td>Len Buckley</td>
<td>First Vice Chairman</td>
<td>304-654-6617</td>
</tr>
<tr>
<td>Brian Thies</td>
<td>First Vice Chairman</td>
<td>618-201-2844</td>
</tr>
<tr>
<td>Bill Palmer</td>
<td>Vice Chairman-Secr/Treas</td>
<td>402-801-0273</td>
</tr>
<tr>
<td>Pete Amaro</td>
<td>Vice Chairman</td>
<td>956-763-8402</td>
</tr>
<tr>
<td>Russell Farmer</td>
<td>Vice Chairman</td>
<td>706-361-5777</td>
</tr>
<tr>
<td>Jeff Finch</td>
<td>Vice Chairman</td>
<td>281-923-7962</td>
</tr>
<tr>
<td>Larry Foster</td>
<td>Vice Chairman</td>
<td>620-515-2664</td>
</tr>
<tr>
<td>Roy Griffith</td>
<td>Vice Chairman</td>
<td>804-399-1499</td>
</tr>
<tr>
<td>James Knight</td>
<td>Vice Chairman</td>
<td>904-838-5027</td>
</tr>
<tr>
<td>Kent Malzner</td>
<td>Vice Chairman</td>
<td>573-469-5510</td>
</tr>
<tr>
<td>Scott Niswonger</td>
<td>Vice Chairman</td>
<td>501-605-3193</td>
</tr>
<tr>
<td>Pat Quigley</td>
<td>Vice Chairman</td>
<td>859-743-6601</td>
</tr>
<tr>
<td>Ricky Richard</td>
<td>Vice Chairman</td>
<td>409-749-0663</td>
</tr>
<tr>
<td>Andrew Shelton</td>
<td>Vice Chairman</td>
<td>615-512-8852</td>
</tr>
<tr>
<td>Brian Thompson</td>
<td>Vice Chairman</td>
<td>219-765-9334</td>
</tr>
<tr>
<td>Nate Trawick</td>
<td>Vice Chairman</td>
<td>850-293-7826</td>
</tr>
<tr>
<td>James D. Wilson</td>
<td>Vice Chairman</td>
<td>304-488-3377</td>
</tr>
</tbody>
</table>
Annual Scholarship

As you may recall, during the Allied Federation Executive Board meeting in October 2014; an increase to the number of scholarships given annually was approved. This is the first year the Allied Federation has been honored to award not only two (2), but four (4) hard working students.

Congratulations to these dedicated young men and women.

Emily Marie Jones
Daughter of Shawn Jones
SE Scholarship

Trevor Mercer
Son of Todd Mercer
SE Scholarship

Katelyn Thies
Daughter of Brian Thies
SW Scholarship

Cody Mueller
Son of Donald Mueller
SW Scholarship
MOP Seniority Lock and Hold December 1, 2014 - Section 2(1)

"The Carrier will, within eighteen (18) months following the effective date of this Agreement, hire at least twenty (20) additional employees within the Bridge & Building Sub-Department over and above natural attrition for the purpose of expanding the number of bridge maintenance gang and reducing subcontracting of such work."

As of today, Union Pacific has complied with the agreement, plus hired an additional fifty-eight (58) in the Bridge & Building Sub-Department for a total of seventy-eight (78) new employees.

MOP Amend Rule 19(d):
(1) "Unless otherwise agreed to by the designated Carrier Officer and General Chairman, an employee who applies for and accepts a bulletined assignment in another class than the one in which currently employed to establish seniority or qualification will remain in the assignment for a period of not less than thirty (30) days except in those instances where the employee is disqualified; recalled to a higher class; or the position is abolished or acquired by a senior employee in the exercise of displacement rights in which the employee may exercise seniority pursuant to Rule 2, Bids will not be accepted for such employees until the thirty (30) working day period, the employee will be considered "qualified" on the assignment and notation of such qualification will be made in the appropriate employment records."

MOP SENIORITY RIGHT - RULE 2(J)
"New employee will not be permitted to exercise seniority outside of the service in which they commenced service (district, zone or system) until they have completed twelve (12) months of service. If an employee is unable to hold a position in his respective service, the employee may exercise seniority subject to recall and during such period may make application for positions in others services. New employees may bid for positions and shall obtain a seniority date in any classification in which a junior employee obtained seniority through advertisement and assignment if the new employee was unable to be assigned to the position due to the restriction of this section. Employee shall receive the same seniority date as that received by the junior employee and shall be ranked immediately ahead of that junior employee on the applicable classification roster. Upon initially occupying a position acquired through the application of this Rule, should an employee fail to qualify for the position, he will forfeit seniority in that classification."
MOP SYSTEM GANGS RULE 3 (E)(1)(2)
"Employees working on a system position for a period of six (6) months or more as specified hereinafter, will receive one dollar ($1.00) for each hour they received straight time compensation during the entire six-month and beyond as applicable. This one dollar ($1.00) allowance is not subject to future general wage increases or cost of living allowance unless agreed to otherwise."
"Employees' time under (1) of this section will be bridged from one position to another if;
(i) such employees continue to fill a system position,
(ii) such employees do not apply for and accept assignment to an bulletined position of a lower rate of pay as that vacated; and
(iii) such employees do not apply for and accept assignment on another gang for a bulletined position of the same rate of pay as that vacated.

MOP - PROMOTION - RULE 19(f)
"An employee exercising seniority will be permitted, on written request to his immediate supervisor on the form provided herein (Appendix 20), copy to the General Chairman, or may be required, to give reasonable, practical demonstration of his qualifications to perform the duties of the position. If management determines that the employee is not qualified, the employee may request a conference through the General Chairman or other officer of the Organization. Such request must be made to the appropriate Company Manager within twenty (20) calendar days of the disqualification. Conference will be promptly held, with a written decision being issued to the employee. If the employee is dissatisfied with the decision, the disqualification may be submitted as a claim or grievance under the

If you have any news, recent pictures from lodge meetings, or a congratulations for someone of the Allied Federation to share. Send your pictures and/ or information to system.office@alliedfed.org Attn: Newsletter
KCS UPDATE

**KCS - Addendum 21 - Per Diem Expenses (BMWE):**

*Here’s the calculation for July 1, 2015*

CPI Index:

March 2015 688.243
March 2014 692.725

688.243/692.725 = .9935299

BMWE Per Diem Rate ----

2014 Current Rate: **$72.47**

2015 Adjusted Rate: $72.47*.9935299 = **$72.00**

**KCS TIME CLAIMS.**

KCS Managers and Labor Relations Department is taking a hard position on settlement of time claims. **KCS Labor Relations Department is taking the following positions to deny time claims:**

- No proof work was performed on the dates in question
- The contractor did not work at the mile post listed in the claim
- The contractor mentioned in the claim did not work at all
- No work was performed on that subdivision by any contractor
- The contractor did not work the days mentioned in the claim
- The contractor only worked some of the days mentioned in the claim
- Another contractor performed the work

**Brother in order for us to refute KCS information and be successful at claim conference we need the following information:**

- Need statements for each claim signed by our members and dated
- Need signed and dated statements from witnesses that this work was performed at the specific location
- Need any additional information you can provide, such as; exact mile post, city, name of siding, the work being performed, name of contractors, the number of contractors, the hours, and that this is work that belongs to the BMWED, and if possible please give examples of the contractor work in question that you have performed in the past over the years since you have been in the BMWED and etc.
CSX Meal Per Diem Increase

Effective July 1, 2015 the meal per diem will increase to $28.00/daily.

CSX Rail Grinder Agreement - dated November 5, 2009

CSXT may contract out for the operation of both the large self-propelled rail grinders and small self-propelled switch and crossing grinders. However, pursuant to the terms set forth herein, a Production Foreman position with the SPG rate of pay and Class "A" Machine Operator positions will be bulletined and assigned on a Service Lane basis to work with each rail grinder that is contracted to work on CSXT property.

The terms and conditions of the June 1, 1999 Agreement shall apply to Production Gang Foreman and Class "A" Machine Operator positions that must be established to work with each contracted rail grinder except that the incumbents of these positions shall be entitled to the following additional benefits: (1) single occupancy motel lodging for each day they are entitled to lodging pursuant to Appendix "G"; (2) travel allowance as provided in Section 11 - Travel Allowance of the SPG Agreement; and (3) lump sum payments pursuant to Section 18 A-2 of the SPG Agreement.

The Production Foreman position and Class "A" Machine Operator position that must be assigned to work with each rail grinder on a Service Lane basis shall be established as follows:

- During December of each year, CSXT will advertise a tentative schedule for each rail grinder to be operated pursuant to the terms of this Letter of Agreement during the following calendar year.

- The employees holding the Production Foreman and Class "A" Machine Operator positions for that rail grinder will temporarily vacate the positions to which they are regularly assigned in order to work with the rail grinder.

- An employee assigned to a Production Foreman or Class "A" Machine Operator position pursuant to the Letter of Agreement shall be required to work with the rail grinder when it enters his Service Lane.

- If an employee vacates a Production Foreman or Class "A" Machine Operator position pursuant to Paragraph 5 above, CSXT will bulletin the vacancy to the appropriate Service Lane and assign the senior applicant for the remainder of the calendar year.
CSX - MILITARY - RETURN TO WORK POLICY
CSX Transportation Return to Work Physical (CSX Transportation, Inc. Employees). CSX Transportation, Inc. (CSXT) employees who are off on military leave for more than 90 days must have a physical before returning to work.

If the employee is held out of service to a Return to Work physical they will be compensated for the number of business days they are held out of service until qualified by CSXT Medical department up to a maximum of 15 business days. Contact the CSXT Nurse Medical Manager to schedule the Return to Work physical (904) 359-3714.

U.S. DEPARTMENT of TRANSPORTATION - FEDERAL RAILROAD ADMINISTRATION - OFFICE OF SAFETY

Code of Federal Regulation - Track Safety Standards Part 213.7 - Designation of qualified persons to supervise certain renewals and inspect track.

(a) Each track owner to which this part applies shall designate qualified persons to supervise restorations and renewal of track under traffic conditions. Each person designated shall have

1. At least
   (i) 1 year of supervisor experience in the railroad track maintenance; or
   (ii) A combination of supervisory experience in track maintenance and training from a course in track maintenance or from college level educational program related to track maintenance.
2. Demonstrated to the owner that he or she:
   (i) Knows and understands the requirements of this part that apply to the restoration and renewal of the track for which he or she is responsible;
   (ii) Can detect deviations from those requirements; and
   (iii) Can prescribe appropriate remedial action to correct or safely compensate for those deviations; and
3. Written authorization from the track owner to prescribe remedial actions to correct or safely compensate for deviations from the requirements.

(b) Each record of an inspection under §§ 213.4, 213.119, 213.233, and 213.235 shall be prepared on the day the inspection is made and signed by the person making the inspection. Records shall specify the track inspected, date of inspection, location and nature of any deviation from the requirements of this part, and the remedial action taken by the person making the inspection. The owner shall designate the location(s) where each original record shall be maintained for at least one year after the inspection covered by the record. The owner shall also designate one location, within 100 miles of each state in which they conduct operations, where copies of records which apply to those operations are either maintained or can be viewed following 10 days notice by the Federal Railroad Administration.

(c) Records of internal rail inspections required by § 213.237 shall specify the

1. Date of inspection;
2. Track inspected, including beginning and end points;
3. Location and type of defects found under § 213.113;
4. Size of defects found § 213.113, if not removed prior to the next train movement;
5. Initial remedial action taken and date thereof;
6. Location of any track not tested pursuant to § 213.237(g)
Family and Medical Leave Act

Many employees aren’t aware of how FMLA works.

Last year my mother was battling terminal cancer. My decision to take off from work to help care for her was instinctual, but it was met with a suite of questions about how to balance my personal wishes with my professional responsibilities. Would I be able to take the time off and still keep my job? Was I eligible to use leave guaranteed by the Family and Medical Leave Act (FMLA), and was my company an eligible employer to grant this leave? How would it affect me and my employer, both during my time away and when I returned to work? What's FMLA in the first place?

Like many, I was unfamiliar with FMLA's provisions, and suddenly, a circumstance had arisen that caused me to consider them.

It's a good practice to keep abreast to all possible employee privileges at your job, so you know where you stand before you face a situation where you'll need to use them. When it comes to FMLA, specifically, here are a few things that you might not have known.

1. First, what is it?

The Family and Medical Leave Act took effect in 1993 to help balance workplace demands with the medical needs of employees and their families. You're entitled to take up to 12 weeks of unpaid leave during a 12-month period for your own serious health condition, or to care for an immediate family member who has a serious health condition. You may also use the FMLA for what the Department of Labor website refers to as "birth and bonding:" an extended parental leave for the birth or adoption of a child, and for bonding with a new foster child. If you're going to be caregiver to an "immediate family member," brush up on your state's definition of whom that is.

According to the federal law, immediate family members are parents, spouses and children. Various states have expanded the definition to include a domestic partner, a parent-in-law, a sibling and a grandparent, so check your state's labor laws as well as with your company's human resources (HR) department.
2. Not every employee is eligible. Just because you're working doesn't mean you're protected for extended leave under the FMLA. Eligible employees must have worked for their employer for at least 12 months prior to requesting the leave. And they must also have worked at least 1,250 hours in those 12 months. For someone who works an eight-hour day, that translates to approximately 156 days. Your company must also be eligible to let you use the privilege, which means it must have at least 50 employees who work within 75 miles of its location. Once again, various states have different provisions, so consult with HR.

3. Your employer may require that you use paid leave first. Also check with HR about whether or not your employer will require that you use up your paid leave before using leave under the FMLA. Even if your company doesn't require it, you may still elect to first use accrued time for the obvious financial benefits. "This could be good for you," says Gregory Grant, a partner and the chair of the employment and labor practice at the Washington D.C.-based law firm Shulman Rogers. "For most of us, losing pay entirely would be an issue."

Keep in mind, though, that paid leave you use won't count against the 12 unpaid weeks you're entitled to. For example, if you work for a company that offers paid maternity leave, you'd use that first before taking additional time using the FMLA.

4. Your employer may require proof of the serious health condition. This can be a touchy issue when it comes to your own health and that of your family. It's not written in the law that you must always garner proof of the reason you need to take leave, but your boss is entitled to ask for it, and if he or she does, you must obtain certification from a health care provider. "It is a sensitive issue, and a private issue. But still, for extended leave, I counsel my employers that yes, they should seek certification. Just go about it in a responsible manner," Grant says.

The Department of Labor website states that an employer should request certification at the time you request the leave or within five business days.

After that, you're allowed at least 15 calendar days to obtain proof. An employer may also contact your health care provider for authentication or clarification, but breathe easy—employers are not allowed to ask providers for additional information beyond what is contained in the certification form.

5. A job is guaranteed to you, but not necessarily the same job you had before. Ideally, your company will be able to restore you to the same job you had before. But that isn't what's guaranteed. According to the Department of Labor website, "an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment."

"Employers have a broader obligation to all of their employees to run and operate their businesses appropriately, and to continue to do business," Grant says. "We're talking about a quarter of the year's worth of leave."

"You won't leave as a manager and then come back working as a well-paid subordinate. Equivalent means that if you left a manager, you return a manager. However, you might leave as manager of 'Y' and then come back to be manager of a complementary function of the business," Grant continues.

6. You may request additional time to care for a member of the military. Under the FMLA, you may take up to 26 weeks of leave in a single 12-month period to care for a covered service member with a serious health condition, provided that you’re the service member’s spouse, child, parent or the nearest blood relative who has been granted legal custody of the injured service member. The same stipulations for employee and employer eligibility apply, and covered service members means someone in the regular or reserved Armed Forces who was on active duty or was called to active duty.

There are numerous other regulations and provisions to cipher if you're considering leave under the FMLA. For complete information on how the law may work for you, visit the Department of Labor's website.
24 HR DISABILITY IS HERE

Advantage of Being a BMWE Member
Through a lot of hard work and negotiations, the BMWE, will now be able to protect its Membership with Disability, Life, and other insurance products made especially for the Membership.

These Products are brought to you by
TRANSAMERICA INSURANCE COMPANY

Products Are Being Offered Guaranteed Issue During the Initial Enrollment Period

Most policies will be offered guaranteed issue, which means NO Health Questions during the first offering period. After that period is over, you will be subject to answering health questions and can be denied.

Guaranteed Issue Off the Job Accident/Sickness Disability up to $3,000/month
Guaranteed Issue On the Job Accident w/Disability up to $2,000/month
Guaranteed Issue Cancer Plan (3 Optional Levels)
Guaranteed Issue Life Insurance up to $100,000 (Term or Universal Life)

All of these benefits will be deducted from your paycheck via a third party administrator.

So, don't delay in your opportunity to “Protect What Matters Most” and enroll during the Guaranteed Issue Period (No Health Questions) to protect your most valuable asset, “YOUR INCOME”.

The ForWard Insurance Agency, Inc.

Agents
Kathy Dowell: 281-731-8700
Hammie Ward III: 832-264-9928
Office Number
832-644-6264
Fax Number
281-446-0461

Customer Service
ICB America
1-877-700-3640
info@icbamerica.com
The BMWED Communication Action Team (CAT)

Listening to you!

Every labor union in the United States is under assault from large employers, and the politicians they bankroll to do their bidding. The Brotherhood of Maintenance of Way is no exception. There are big railroads that would like to see the Brotherhood disappear or severely weakened. President Simpson and the leaders of the BMWED are acting to protect the power and influence of your union by strengthening communication throughout the entire Brotherhood. The first step is to hear from all the members of the BMWED about their vision for the future of the union.

The Communication Action Team (CAT) was formed by the National Division in early 2015 to carry out the mission of direct member to member communication on the tracks. The CAT now has a team of regional internal organizers and a national coordinator who are responsible for reaching out to you and your sister/brother members. The CAT will be training as many rank-and-file members to be Front Line Communicators (FLC’s) as possible so that every gang, headquarters point and work location is reached.

The goal is that all 36,000 members of the Brotherhood are in direct communication with someone in their worksite about the issues that concern us all:

- our wages
- our benefits
- our working conditions

Pictured here:
Left to right.
Jimmy Turner,
Tom Boyd,
Nathan Smart.
Standing Barry Mcglocking
CSX FLC Training-Atlanta, Georgia

The Internal Organizer for the South Region is Matt Weaver. His phone number is (248)986-6079, and his email is mweaver@bmwe.org. Feel free to communicate with Matt Weaver to get the CAT started where you work.
Congratulations....

Lyle Gardner
Brother Gardner retired with 37 years of service, as a member of lodge 2388.

Pictured:
Vice Chairman Patrick Quigley (left) presents Brother Gardner (right) with a retirement plaque.

A very safe and happy retirement from the Allied Federation Officers and Staff.

Conrad Hundley
Brother Hundley retired after 42 years of service, as a member of lodge 2162. Conrad also held a position on the Allied Federation Executive Board.

Pictured:
Vice Chairman Russell Farmer (left) presents Brother Hundley (right) with a retirement plaque.
To read about our history, visit the BMWED website at www.bmwe.org.

INCLUDED IN THIS NEWSLETTER IS A TIME CLAIM FORM. TIME CLAIMS SHOULD BE SENT TO THE SYSTEM OFFICE

You have two (2) options:

Fax - 1-615-338-0209  
E-Mail - system.office@alliedfed.org

You can find more forms, agreements, and other useful information about the Allied Federation at www.alliedfed.org
CLAIM FORM - ALLIED FEDERATION  FAX: 615-338-0209
Or mail to: 111 Imperial Blvd, C-300, Hendersonville, TN 37075
Print this form at the WEBSITE: ALLIEDFED.ORG  Telephone: 800-752-8009

Time Limits start on the date of occurrence (violation).
Submit this form WITHIN 15 DAYS AFTER THE VIOLATION to insure time limits are met.

WHO is claiming?

Claimant Name ___________________________ ID No ___________________________
Address ___________________________ City _______________________ State __ Zip __________
Phone(s) home _______ cell _______ other _______
Railroad ___________________________ Division Engineer ___________________________
Headquarters ___________________________ Gang No. ___________ Position _______
Work Hours - AM _______ to PM _______ Check one- 5-8 hr days _______ 4-10 hr days _______
Seniority dates: Position (1) ___________ Date (1) ___________ Position (2) ___________ Date (2) ___________
List any additional claimants:
Additional Name(s) Employee ID No Seniority Date Position Telephone
(addl 1) ___________________________ ___________________________ ___________________________ ___________________________
(addl 2) ___________________________ ___________________________ ___________________________ ___________________________
(addl 3) ___________________________ ___________________________ ___________________________ ___________________________
(addl 4) ___________________________ ___________________________ ___________________________ ___________________________
(addl 5) ___________________________ ___________________________ ___________________________ ___________________________

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

(who did work) ___________________________
(what work done) ___________________________
(or what type work) ___________________________

WHEN did the violation occur?

Date(s) of violation from ___________________________ violation to ___________________________
Time: (From) ___________________________ (To) ___________________________ Total hours involved ___________________________
Is this claim/violation continuing? Check one - (Yes) _______ (No) _______

WHERE did the violation occur?

Where-Location (M.P.) ___________________________ Where Railroad ___________________________ Where Seniority District ___________________________
Where-Division ___________________________ Where-Town ___________________________ Where-State ___________________________

IF THIS IS A CONTRACTING OUT VIOLATION:
Name of Contractor ___________________________ Number of Contractor’s employees ___________________________
Time worked each day ___________________________ Date(s) worked ___________________________
Type of equipment used ___________________________
Explain what the contractor was doing ___________________________
Please SIGN or type your full name and employee id ___________________________
(Your typed name and id will replace your signature)