



# Brotherhood Railway Carmen Division

Transportation Communications Union/IAM

**Richard A. Johnson**  
General President

August 29, 2022

**TO ALL CARMEN MEMBERS ON PROPERTIES  
IN NATIONAL HANDLING:**

**Dear Sisters and Brothers:**

Presidential Emergency Board 250 issued its report to the President on August 16, 2022. Immediately following the issuance of the PEB Report, your Negotiating Committee, together with our labor partners -- the International Association of Machinists (IAM) and Transportation Communications Union (TCU), negotiated with the National Carriers' Conference Committee (NCCC) to try and reach an agreement based upon the Presidential Emergency Board's recommendations. (A complete copy of that report is among the materials uploaded with this letter and the full Tentative Agreement).

On August 29, 2022, we reached a tentative Agreement with the national freight railroads that followed the recommendations of the PEB. This is a summary of that Agreement which is now before you for ratification.

**WAGES**

The tentative agreement provides for a historic 22% in general wage increases (24% compounded over the five-year contract period – January 1, 2020, through December 31, 2024). This is the highest wage increase ever achieved in the history of National Bargaining.

In addition to the GWIs the agreement provides an additional \$1,000 lump sum payment to be paid annually - for each year of the contract period for a total of \$5,000. The wage increases are as follows:

July 1, 2020	3.0%
July 1, 2021	3.5%
July 1, 2022	7.0%
July 1, 2023	4.0%
July 1, 2024	4.5%



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This means, upon ratification, you will receive a 13.5% wage increase, with an additional 8.5% in increases over the next two (2) years.

The average hourly Carmen wage at the beginning of the contract period of \$33.03 will increase to \$37.67 immediately upon ratification and will increase to \$40.94 effective with the final raise of the contract on July 1, 2024.

Based on the average rate, over the life of the agreement, it will produce an additional \$47,583.51 from general wage increases alone. This figure does not take into account the different amounts of overtime hours worked.

Under this agreement, you will receive **full retroactive pay** for the July 1, 2020, 2021, and 2022 increases, contrary to the Carriers' unyielding position that no retroactive pay would be paid to employees in this round of bargaining.

The average retroactive payment, will be **\$12,008**. The exact amount of your retroactive payment will depend upon your specific rate of pay, actual hours, and the amount of overtime worked.

### **HEALTH AND WELFARE CHANGES**

Health and Welfare monthly contributions have been capped at **\$228.89** since July 2016, which represents 12.6% of the Carrier's actual monthly cost of the plan. Under the terms of this Agreement, the monthly cost share will increase from 12.6% to 15% of the Carrier's actual monthly cost of the plan.

Throughout bargaining, before and after the PEB, we fought against any employee increases to cost sharing. However, to be able to achieve the improvements to the healthcare plan we were seeking and to prevent sacrificing any of the current benefits of the plan, it was necessary for the current cap to be lifted and the monthly contribution increased to the full 15%. The future estimated monthly contributions are as follows:

Year	Estimated Monthly Cost
2023	\$295.00
2024	\$308.00
2025	\$326.00

Although we never want to see increases in any of the costs associated with our healthcare plans, this modest increase to our monthly contributions is far less than what the Carriers proposed to the PEB. The Carriers' proposals to move our monthly cost shares into a new "tier" system would have resulted in significant cost increases for all members and even more for members with families. In addition, the Carriers sought to increase the employee cost of many facets of the plan itself including, copays (primary care, specialist, urgent care, emergency room visits, and prescriptions), co-insurance, and deductibles. It is

important to note that the increase in monthly contributions is not effective until January 1, 2023, which ensures that there are zero offsets to your retroactive pay.

Despite the Carrier's determined efforts otherwise, this agreement contains absolutely **no reductions in benefits under any of our healthcare plans.**

In fact, there are significant improvements to the plan as described below. Also, as noted above, this Agreement provides for annual lump sum "recognition bonus" payments of \$1,000 to be made. Based on the projected increases the annual \$1,000 bonus payments are more than sufficient to cover the increases in the monthly contribution.

## **MAJOR IMPROVEMENTS WERE MADE TO THE PLAN**

### **Speech Therapy**

The age restriction for participants requiring speech therapy is **eliminated** for services related to Autism Spectrum Disorders, developmental delays, cerebral palsy, hearing impairment or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate.

Previously only children under the age of 3 could receive speech therapy for these services.

### **Autism Spectrum Disorder Coverage**

Coverage is expanded to include services for the diagnosis and treatment of Autism Spectrum Disorder, without application of age or dollar limitations (other than generally applicable cost-sharing requirements under the terms of the Plan). Benefits will include speech, occupational and physical therapies, Applied Behavior Analysis, and other medically appropriate intensive behavioral therapies; provided that any such coverage shall be subject to medical management processes (such as prior authorization or treatment plan requirements) applied by the company administering the member's benefits.

This benefit has been long sought after. This will help many employees with dependents who require treatment for autism.

### **Hearing Benefits**

The annual limit for hearing benefits increases from \$600 to \$2,000.

Services under this benefit include tests and examinations, including those by an audiologist or a hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing.

## **Labor and Management Administrative Procedures for Solicitation of Vendors Rebids**

The parties, Labor and Management, will develop a rebid process designed to ensure that the Plan is providing the most cost-effective vendors available to allow for solicitation rebids. This process will be a joint decision and neither side will be able to make changes to any of the insurance benefit companies without the other's authorization.

These improvements will become effective on January 1, 2023.

### **PERSONAL HOLIDAY**

This agreement provides members with an additional day of paid leave. To ensure members have every opportunity to utilize this benefit the Personal Holiday can be used as any of the following:

- a. An additional personal leave day
- b. An additional single day of vacation
- c. A Personal Holiday to be taken on the member's birthday

### **WORK RULES**

For the entire period of negotiations, the Carrier sought major work rule changes. The final agreement calls for no concessions or changes to our existing rules; a significant accomplishment in its own right.

### **ME TOO PROVISION**

If any union reaches an agreement with the NCCC which contains better wage increases or benefits than what was recommended by PEB 250, we will get the higher amount. This is the first provision of this type ever achieved in National Bargaining and it was accomplished without reducing any of the value recommended by the PEB. With this, our members can be assured they are receiving the very best agreement terms possible.

### **WHY THIS CONTRACT SHOULD BE RATIFIED**

This contract achieves record-setting, historical wage increases with real income gains. **The average member will net \$47,583.51 over the life of the agreement** - an amount higher than *ever* achieved on any National Agreement. The wage gains are front-loaded so that you will receive 13.5% of the total 22% general wage increase within 60 days of this Agreement being signed (if ratified) with more significant increases to come in 2023 and 2024.

The Agreement ensures that our members receive every penny of the Presidential Emergency Board's recommendations. If we believed there was any path to additional improvements, we would still be negotiating. But, as an extra safeguard, we were successful

in negotiating a Me-Too clause, in the unlikely event any other Union is able to achieve more, to ensure our members get the same value.

For all the above reasons, our coalition partners – Transportation Communications Union and International Association of Machinists – have initialed identical agreements.

I recognize the PEB did not provide recommendations that resolve all of the Unions' demands. However, the Carmen craft is significantly different from other crafts. For example, the majority of our assignments are regularly assigned positions with a defined schedule and are not subject to the same scheduling scenarios as crafts whose members do not have set schedules or who do not have a fixed work location. As a result, some of our priorities in bargaining are different. For these reasons, your committee believes it is in the best interest of our members to reach an agreement that secures the full value of the wage increases recommended by the PEB. This Agreement accomplishes that.

### **FAILURE TO RATIFY**

If this Agreement doesn't ratify, all bets are off. PEB 250 provided recommendations that are significantly greater than any previously seen in this industry. Given the upcoming mid-term election and ongoing supply chain issues, it is not logical to believe Congress would ever intervene to do more than what is recommended by PEB 250. In fact, it is more likely, due to those factors that Congress would *extend* the current cooling-off period and/or even direct the parties to binding arbitration for a final resolution. Despite rumors you may hear on-property or on social media, there is simply no real path that provides for any improvements beyond what this Agreement provides. With that assurance, it would be irresponsible for me to lead you to believe otherwise.

Instead of receiving thousands of dollars in back pay, thousands more in wage increases, and benefitting from healthcare improvements provided by this Agreement, our members will be in limbo. Without knowing the results of the upcoming mid-term elections, we cannot gauge what impact any congressional intervention might have. However, there is no evidence that suggests we would be remotely better off by allowing Congress to get involved and legislate our agreement.

### **CONCLUSION**

It has been over three years since negotiations began and our members' last raise. Negotiations were long, hard, and contentious. I assure you, this Agreement provides far greater increases than the Carrier ever intended. With ratification, you and your family will receive several thousand dollars in back pay together with thousands more in increased wages. Your health care will remain at the Platinum Level, with the monthly cost fixed at 15% of the plan cost throughout the life of the Agreement. In addition, every member will receive an additional day of paid leave. Your work rules have been protected – **NO** changes. In the rare event that another Union secures higher wages or benefits, the Me-Too Provision of this Agreement ensures you will receive that value as well.

If you have any questions regarding the proposed agreement, you can email them to [tcuvote@tcunion.org](mailto:tcuvote@tcunion.org). Your questions will be answered by return email as quickly as possible.

Sisters and Brothers, I submit to you - there is nothing further to gain from prolonging an Agreement, and the uncertain alternatives could be disastrous. Last month, at the TCU/IAM Convention, President Maratea committed to every Carmen delegate that our members would be able to vote on the terms of their agreement. That agreement is now before you for your consideration and I strongly recommend that you vote **FOR** ratification.

In solidarity,

A handwritten signature in black ink that reads "R. A. Johnson". The signature is written in a cursive style with a large, sweeping "R" and "J".

R. A. Johnson  
General President  
Brotherhood Railway Carmen Division

**Remember, you must vote by 3 pm September 14, 2022**

MEDIATION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood Railway Carmen – Division of Transportation Communications Union/IAM, witnesseth:

**IT IS HEREBY AGREED:**

ARTICLE I - WAGES

Section 1- First General Wage Increase

On July 1, 2020 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2020 shall be increased in the amount of three (3) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased by the money amount of increase in the rates of pay of passenger carmen, so that the money differential existing as of the first increase date between the rates of passenger carmen and the rates of freight carmen will be preserved. The increase provided for in this Section 1 shall be applied as follows:

- (a) Hourly Rates –  
Add 3 percent to the existing hourly rates of pay.
- (b) Daily Rates –  
Add 3 percent to the existing hourly rates of pay.
- (c) Weekly Rates –  
Add 3 percent to the existing hourly rates of pay.
- (d) Monthly Rates –  
Add 3 percent to the existing hourly rates of pay.
- (e) Disposition of Fractions –  
Rates of pay resulting from application of paragraphs (a) to (d), inclusive, above which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

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NLCZ  
8-29-22

FOR THE NCC:  
BMB 8/29/22

(f) Application of Wage Increase –

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly, or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 2 – Second General Wage Increase

Effective July 1, 2021 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2021 shall be increased in the amount of three-and-one-half (3.5) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3 – Third General Wage Increase

Effective July 1, 2022 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2022 shall be increased in the amount of seven (7) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4 – Fourth General Wage Increase

Effective July 1, 2023 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2023 shall be increased in the amount of four (4) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 – Fifth General Wage Increase

Effective July 1, 2024 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2024 shall be increased in the amount of four-and-one-half (4.5) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

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## ARTICLE II – SERVICE RECOGNITION BONUSES

### Section 1 – First Service Recognition Bonus

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

### Section 2 – Second Service Recognition Bonus

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

### Section 3 – Third Service Recognition Bonus

(a) A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and September 13, 2022 and who: (1) maintains an active employment relationship with the carrier as of September 13, 2022; or (b) retired or died on or after January 1, 2022.

### Section 4 – Fourth Service Recognition Bonus

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

### Section 5 – Fifth Service Recognition Bonus

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

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## ARTICLE III - HEALTH AND WELFARE

### Part A – Plan Changes

#### Section 1 – Continuation of Plan

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

#### Section 2 – Plan Design Changes

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

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

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

#### Section 3 – Other

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

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

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

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

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

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

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

**Section 2 – Pre-Tax Contributions**

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

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

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

**ARTICLE IV – PERSONAL LEAVE**

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

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

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

## ARTICLE V - GENERAL PROVISIONS

### Section 1 - Court Approval

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

### Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2019 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2019 (including any notices outstanding as of that date).

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

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

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

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

FOR THE PARTICIPATING  
CARRIERS LISTED IN  
EXHIBIT A:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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FOR THE EMPLOYEES  
REPRESENTED BY THE  
BROTHERHOOD RAILWAY CARMEN  
- DIVISION OF TCU/IAM:

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

FOR THE EMPLOYEES REPRESE-  
NTED BY THE TRANSPORT  
WORKERS UNION

\_\_\_\_\_

*NSZ*

*BMS*

, 2022

#1

Mr. Don Grissom  
General President  
Brotherhood Railway Carmen Division  
Transportation Communications Union  
3 Research Place  
Rockville, MD 20850

Dear Mr. Grissom:

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

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

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

Very truly yours,

Brendan M. Branon

WE 2

BMB

, 2022

#2

Mr. Don Grissom  
General President  
Brotherhood Railway Carmen Division  
Transportation Communications Union  
3 Research Place  
Rockville, MD 20850

Dear Mr. Grissom:

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

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

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

Very truly yours,

Brendan M. Branon

I agree:

D. Grissom

*WES*

*BMB*

, 2022

#3

Mr. Don Grissom  
General President  
Brotherhood Railway Carmen Division  
Transportation Communications Union  
3 Research Place  
Rockville, MD 20850

Dear Mr. Grissom:

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

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

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

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

Please acknowledge your agreement by signing in the space below.

Very truly yours,

Brendan M. Branon

I agree:

\_\_\_\_\_  
D. Grissom

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EXHIBIT A  
(CARMEN)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY AND ON BEHALF OF SUCH CARRIERS UPON THE BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION - COMMUNICATIONS UNION/IAM, AND NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BRC-TCU/IAM UPON SUCH CARRIERS.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood Railway Carmen – Division of Transportation-Communications Union/IAM.

Alton and Southern Railway Company  
The Belt Railway Company of Chicago  
Bessemer and Lake Erie Railroad Company d.b.a. C.N.  
BNSF Railway Company - 4  
Consolidated Rail Corporation - 2  
CSX Transportation, Inc.  
Delaware & Hudson Railroad Company d.b.a. C.P. - 3  
Gary Railway Company - 1  
Grand Trunk Western Railroad Company d.b.a. C.N.  
Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company d.b.a. C.N.  
Indiana Harbor Belt Railroad Company  
The Kansas City Southern Railway Company  
    Kansas City Southern Railway  
    Louisiana and Arkansas Railway  
    MidSouth Rail Corporation  
    Gateway Western Railway  
    SouthRail Corporation  
    The Texas Mexican Railway Company  
    Joint Agency  
New Orleans Public Belt Railroad Corporation - 5  
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  
    Tennessee, Alabama and Georgia Railway Company

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Tennessee Railway Company  
Northeast Illinois Regional Commuter Railroad Corporation (METRA) - 3  
Northern Indiana Commuter Transportation District - 3  
Port Terminal Railroad Association  
Soo Line Railroad Company d.b.a. C.P. - 3  
Terminal Railroad Association of St. Louis  
Union Pacific Railroad Company  
Western Fruit Express Company  
Wisconsin Central Ltd. d.b.a. C.N.

Notes:

- 1 - Health & Welfare only
- 2 - Includes employees represented by the Transport Workers Union of America
- 3 - Health & Welfare and Supplemental Sickness only
- 4 - Excludes any Section 6 Notices covering employees working under or covered by the Train Inspections at Third Parties Agreement effective June 3, 2014, or any similar subsequent agreements.
- 5 - Wages, Health & Welfare and Supplemental Sickness only

FOR THE CARRIERS:

FOR THE BROTHERHOOD RAILWAY  
CARMEN - DIVISION OF TCU/IAM:

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

*WES*

*BMB*