

VOLUME 102 ISSUE NO. 1



THE  
*Train Dispatcher*



Painting by Val Wolly

## Legal Notice – Dues

Article 2, Section 4(b) defines the national dues rate. Effective October 1, 2018, the national dues rate is \$104.35 per month. System dues are determined separately by each system committee as shown below. To determine your monthly obligation, add the system dues amount shown below to the national dues rate. Dues are payable monthly in advance.

4b. (1) The monthly National dues of all Active members of this Association, except as otherwise provided in this Section shall be determined annually by multiplying the average truck rail traffic controller (train dispatcher) total daily rate of pay (eight hours straight time pay plus allowances) in effect on July 1 by .295 and rounding up to the next five cents, provided such dues shall not be less than what was in effect on the preceding June 30.

(2) The monthly National dues for active members holding positions rated less than \$200.00 per day shall be determined annually by multiplying the average daily rate of pay (eight hours straight time pay plus allowances) in effect on July 1 for each craft by .295 and rounding up to the next five cents, provided such dues shall not be less than what was in effect on the preceding June 30.

## System Dues Rates – Effective October 1, 2018

ALASKA \$20.00	KEOLIS \$13.40	NS NKP \$18.45
AMTRAK \$16.70	KIAMICHI \$10.00	PanAm \$13.40
BNSF \$20.25	L&I \$9.45	PATH \$18.35
BRC \$20.60	METRA \$17.00	SIRT \$17.95
CONRAIL \$17.75	MRL \$16.60	SOO \$17.20
CSX – South \$25.00	NICTD \$13.65	SUNRAIL \$16.00
– East \$19.05	NJT-P \$16.65	TRA \$32.40
IHB \$20.55	NJT-TD \$16.65	WC \$18.85
KCS \$19.10	NS INT \$18.45	

## Death Benefit Beneficiary

The Executive Board adopted the following policy change:

"If you have not designated a Beneficiary at the time of your death for any amount of benefits payable because of your death, the benefit amount will be paid to:

1. your surviving spouse, if any;
2. your surviving children, if there is no surviving spouse; or
3. your estate, if there are no surviving children.

Any payment will discharge our liability for the amount so paid."

If you would like to establish a beneficiary or modify an existing beneficiary form, go to our website [www.atda.org](http://www.atda.org) go to member forms and select ATDA Beneficiary Form. Print out the form and once completed, return the form to the Office of the Secretary-Treasurer.

## AMERICAN TRAIN DISPATCHERS ASSOCIATION

**National Headquarters**  
4239 West 150th St  
Cleveland, Ohio 44135  
Telephone: 216-251-7984  
[www.atda.org](http://www.atda.org)

*Affiliated with the A. F. L./C.I.O  
and the Transportation Trades  
Department/Rail Division*

## OFFICIAL ROSTER

**F. LEO MCCANN, President**  
4239 West 150th St.  
Cleveland, Ohio 44135  
Office: 216-251-7984

**L. ED DOWELL, Secretary-Treasurer**  
4239 West 150th St.  
Cleveland, Ohio 44135  
Office: 216-251-7984

**PAUL E. AYERS, Vice President**  
P. O. Box 161524  
Fort Worth, TX 76161  
Phone: 817-485-5029

**JOHN T. SALVEY, Vice President**  
34 Kingston Terrace  
Aston, PA 19014-2136  
Phone: 610-494-1791

**RORY R. BROYLES, Vice President**  
1100 Wildflower Circle, Apt. 203  
Washington, PA 15301  
Phone: (412)526-5623

**JOSEPH M. SPARKS, Trustee**  
801 North Cypress Circle  
Kearney, MO 64060

**BARRY A. CROSS, Trustee**  
309 Joy CT.  
Bear, DE 19701-3367

**CHRISTOPHER CALHOUN, Trustee**  
2717 Greystone Estates Parkway  
Belleville, Illinois 62221

## STAFF

**KEN BENNETT**  
Assistant Director of Research

**PAUL ARDEN**  
Assistant Director of Research

**DAN LANIGAN**  
Accountant

**AMBER DAVIS**  
Assistant to the President

# From the President



The two biggest challenges for the ATDA in the first quarter of 2018 have been the train dispatcher consolidations of CSXT and NS. The transfer of all CSXT train dispatchers into Jacksonville, FL. has finally been completed with many outstanding issues left to be resolved. The ATDA has invoked party pay arbitration that will address the serious misinterpretation of seniority rights by

the Carrier. The Norfolk Southern served a NYD Notice on the ATDA in January of its intent to move all the divisional offices into Atlanta, GA by the last quarter of this year. An Implementing Agreement was reached on May 21, 2018. On July 1, 2018, the new daily rate of pay for all train dispatchers will be \$357.82, plus a 15 minute safety briefing arbitrary, bringing the total daily rate to \$369.00. The relocation benefits include the options of taking the non-agreement moving package or a \$30,000 lump sum option (grossed up for taxes) for homeowners. A \$10,000 Transfer Bonus and up to 10 paid days off for house hunting and moving will be paid to those relocating.

In April, the ATDA National office sponsored a two (2) day General Chairmen conference in Nashville, TN as mandated by Resolution No.13 passed by the delegates at the 31st General Assembly. Special guests Michael Kelliher, NMB Acting Chief of Staff, and Arbitrator Jackie Zimmerman made presentations and answered questions from the group. The classes covered a wide range of arbitration topics to assist the General Chairmen in enforcing their respective collective bargaining agreements. Also in April, the CSXT and CSXT-East (former Conrail) System Committees voted in favor of merging both committees into one committee. General Chairman Matthew Stewart is now in charge of the merged system.

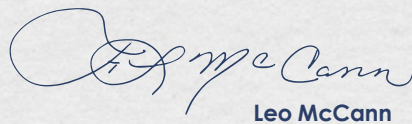
In Negotiations, the Amtrak tentative agreement was overwhelming ratified by the membership and is not amendable until January 1, 2022. General Chairman Cross and Vice President Salvey bargained the new terms of this agreement which calls for seven general wage increases totaling 17.5 % and health and welfare employee contributions capped at \$228/per month effective January 1, 2018. There are no changes to the Comprehensive Plan, Mental Health coverage, Vision Plan, Dental Plan or the Early Retiree Medical Program. The Kiamichi tentative agreement covering Train, Engine, and Yardmaster and Maintenance of Way crafts is out for ratification and the electronic balloting will close on June 25, 2018. We have also reached separate tentative agreements with Montana Rail Link for our train dispatchers and yardmasters under the direction of Vice President Paul Ayers. Both TA's include retroactive back pay with general wage increases for yardmasters beginning on 1/1/16 and 1/1/18 for train dispatchers. On PATH, health and welfare continues to be the biggest

obstacle to reaching an agreement where the Carrier is insistent on unreasonable employee contributions and out of pocket expenses. SIRTIOA bargaining is ongoing and ATDA is in Mediation on PanAm. Secretary-Treasurer Dowell is negotiating a first agreement on TriRail, our newest property.

In arbitration, Vice President Broyles and General Chairman Denucci argued and received a favorable award in a party pay case involving a dispute over the 1966 Protection Agreement whereby the Carrier took the position there was no requirement to give a 60 day notice to abolish a Dearborn ACD desk and that a 1980 Implementing Agreement superseded the language in the 1966 Agreement. Arbitrator Borchini did not buy the Carrier's argument and ruled in our favor. On CSXT, as mentioned above, we are scheduled for party pay arbitration on August 23, 2018 over the CSXT refusal to honor system seniority as a result of moving all the train dispatchers back to Jacksonville, FL. Richard Kasher has been assigned as the arbitrator in this case. Funding for Section 3 arbitration has been non-existent because of the inability of Congress to pass a budget earlier this year. This has created a huge hardship especially for our members who are dismissed and out of work. ATDA is looking at alternative ways to handle claims and discipline through processes such of grievance mediation and alternative dispute resolution which are handled in a much more timely fashion. In this newsletter, you will find a "Status of Disputes" page which lists our outstanding cases. Also, summaries of recent ATDA awards are enclosed and complete copies of these awards are available by contacting either Ken Bennett or Paul Arden of our Arbitration Department at 216-251-7984, Ext. 1002 or 1003.

The ATDA congratulates our 2018 scholarship winners and wishes them success in their continuing education. Gordon Smith, Phil Houle and Teresa Hudson are the three members of our Scholarship Committee who are in charge of administering the yearly \$20,000 budget available for the scholarship applicants.

In closing, I would like to extend a heartfelt thanks to former CSXT-East General Chairman Phil (Houleo) Houle on his retirement. You will find a brief biography of Phil on page 5. My long friendship with Houleo began on the Conrail System Committee where we both served as union officers. He possesses all the characteristics of what a trade unionist should be in his words and actions. His loyalty to the ATDA has been unwavering. While his service to the ATDA will be missed, we wish Houleo a very long and fulfilling retirement.

A handwritten signature in blue ink that reads "Leo McCann". The signature is fluid and cursive, with a large initial "L" and "M".

**Leo McCann**  
President

American Train Dispatchers Association

# New ATDA Members

<i>New Member</i>	<i>System Committee</i>
Zachary A. Fitz-Enz	Alaska Committee
Michael R. Morey	Amtrak Committee
Timothy D Jackson	Amtrak Committee
Michael R. DiCampello	Amtrak Committee
Steven R. McCarthy	Amtrak Committee
Barbara D. Varga	Amtrak Committee
Jesse T Monaghan	Amtrak Committee
Mitchell A Adams	Amtrak Committee
Gary A. Verdi	Amtrak Committee
Robert A. Curry	Amtrak Committee
Joseph B Foley	Amtrak Committee
Demetrios M. Law	Amtrak Committee
Antonio J. Fox	Amtrak Committee
Daniel J. Sauselein	Amtrak Committee
Joseph E Bell	Amtrak Committee
Sean S Morgan	BNSF Committee
Steven T Sikora	BNSF Committee
Daniel Rodriguez	BNSF Committee
Connor L. Slaten	BNSF Committee
Christopher A. Liles	BNSF Committee
Zachary T. Durden	BNSF Committee
Abbey L. Johnston	BNSF Committee
Lauren N. Haller	BNSF Committee
Nichole E Hodnett	BNSF Committee
Kimberly A. Puhak	BNSF Committee
Ian J. Ferguson	Conrail Committee
Charles J. Hyde	IHB Committee
Stephen K. Sharp	KCS Committee
Timothy P. Enneking	KCS Committee
Dianna Green	KCS Committee
Mark A Daniel	MBCR Committee
Jonathan D Leppert	METRA, NIRC Committee
Mark Hoppel	Montana Rail Link Committee
Deven R. McCarthy	Montana Rail Link Committee
Okolo K. Chalmers	New Jersey Transit - Train Dispatchers Committee
Ameenah N. Davis	New Jersey Transit - Train Dispatchers Committee

<i>New Member</i>	<i>System Committee</i>
Christopher D. Mickle	Norfolk Southern Integrated Committee
Ryan C Maury	Norfolk Southern Integrated Committee
Oneka S Lewis	Staten Island Rapid Transit Committee
Mario A. Melendez	Staten Island Rapid Transit Committee
Indra L. Kingston	Staten Island Rapid Transit Committee
Justin M. Fitch	Sunrail Committee
Stacy L. Farnham	Sunrail Committee
Joseph W Borfitz	Sunrail Committee
Daniel-Hunter, Saudonya R	Tri-Rail Committee
Fash, Kevin M	Tri-Rail Committee
Howell, James A	Tri-Rail Committee
Kearney, Keith A	Tri-Rail Committee
McElveen, Richard P	Tri-Rail Committee
Doetzer, Gerald	Tri-Rail Committee
Fernandez, Rodney	Tri-Rail Committee
Reardon, Adam	Tri-Rail Committee
Robinson, Dean	Tri-Rail Committee
Ray, Erica V	Tri-Rail Committee
Zachary A. Miller	Wisconsin Central Committee
Stephen A Truesdale	Wisconsin Central Committee
Kirstyn V. Gebhardt	Wisconsin Central Committee
Breanna N. Brouillette	Wisconsin Central Committee
Martiveya L. Brown	Wisconsin Central Committee
Jeffrey D Fredrickson	Wisconsin Central Committee
Marc A. Messina	Wisconsin Central Committee
Brian J. Flynn	Wisconsin Central Committee
Pamela D. Everett	Wisconsin Central Committee
Tony LaRocque	Wisconsin Central Committee
Michael P. Roe	Wisconsin Central Committee
Larry D Ridgeway	Wisconsin Central Committee
Joshua G. Samford	Wisconsin Central Committee
Brad M. Hardin	Wisconsin Central Committee

## Scholarship Recipients

The American Train Dispatchers Association would like to congratulate the following students receiving our 2018 Scholarship

Lena Allen  
Megan Busby  
Alicia Cross  
Courtney Dowell  
Madison Dressler  
Austin Fladland  
Madison Grigsby  
Bryan Garrett Hammons  
Isaac Hammons  
Trevor Haub  
Brendan Kadlick  
Michael Kadlick  
Danielle Largman  
Victoria McVicar  
Hunter Morse  
Haley Parker  
Makena Parker  
Julian Ramos  
Eric Ramos  
Alexander Rautio  
Mary-Ashley Ray  
William Taylor Ray  
Eldon Schmidt  
Payton Templeton  
Michaela Watts

## Retiring Phil Houle



Retired April 1, 2018. Hired out April 11, 1977 on Conrail in Massena, NY on the Mohawk-Hudson Division of Conrail as an Extra Block-Operator represented by BRAC in Northern New York and as a Station Agent in Huntingdon, Quebec prior to going to Utica, NY in 1986 as a Block-Operator. Qualified as a Train Dispatcher represented by

the ATDA in September 1987 in Utica, NY and transferred with the Utica Train Dispatchers to the Selkirk, NY (CATDF) Albany Division Office the same month. While in Selkirk represented Train Dispatchers as Local Chairman, then Conrail VGC-East representing Selkirk, Mt. Laurel & Harrisburg and served as Co-Chairman on the Conrail/Amtrak Partners in Performance Committee along with assisting in the training of new hire Train Dispatchers. With the split of Conrail served as VGC/Treasurer of the newly formed CSXT-East System Committee, retiring as General Chairman. Served as a delegate to many of the ATDA National Conventions and on the ATDA Scholarship Committee since inception. Phil Houle was the last former working Utica, NY Train Dispatcher to retire.

## Mark Gravelin



Retired March 28, 2018 from the CSX Jacksonville Office. Hired out on Conrail in Watertown, NY on the Mohawk-Hudson Division of Conrail as an Extra Block-Operator represented by

BRAC. Worked as an Operator at various locations around Watertown (Massey Yard) and south to Syracuse along with a stint as a Yardmaster at Massey Yard prior to going to Utica, NY and qualifying as a Train Dispatcher with Conrail on June 21, 1981. In September 1987 Mark (aka Grubby) relocated with the Utica Dispatchers to the new Selkirk, NY (CATDF) Office. While in Selkirk served as a Train Dispatcher on the Safety Committee and attended an ATDA convention in Las Vegas as a delegate. Transferred to Jacksonville, Florida Train Dispatching Office in March 2018 with the CSX centralizing of all Train Dispatching Offices.

# Disability Annuities for Railroad Employees

The Railroad Retirement Act provides disability annuities for railroaders who become totally or occupationally disabled. Medicare coverage before age 65 is also available for totally disabled employees and those suffering from ALS (Amyotrophic Lateral Sclerosis) or chronic kidney disease.

The following questions and answers describe these disability benefits, their requirements, and how to apply for them.

## 1. How do railroad retirement provisions for total disability and occupational disability differ?

A total disability annuity is based on disability for all regular work and is payable at any age to employees with at least 10 years (120 months) of creditable railroad service and, under certain conditions, to employees with 5 to 9 years of creditable railroad service after 1995.

An occupational disability annuity is based on disability for the employee's regular railroad occupation and is payable at age 60 if the employee has 10 years (120 months) of railroad service, or at any age if the employee has at least 20 years (240 months) of service. A current connection with the railroad industry is also required for an occupational disability annuity. The current connection requirement is normally met if the employee worked for a railroad in at least 12 of the 30 months immediately preceding his or her annuity beginning date.

If an employee does not qualify for a current connection on this basis, but has 12 months

of service in an earlier 30-month period, he or she may still meet the current connection requirement. This alternative generally applies if the employee did not have any regular employment outside the railroad industry after the end of the last 30-month period which included 12 months of railroad service, and before the month the annuity begins. Full or part-time work for a non-railroad employer in the interval between the end of the last 30-month period including 12 months of railroad service, and the month an employee's annuity begins, can break a current connection.

## 2. Under what conditions can disabled employees with 5 to 9 years of service be eligible for railroad retirement disability annuities?

Employees with 5 to 9 years of service after 1995, if at least 5 years were after 1995, may qualify for an annuity based on total, but not occupational, disability if they have a disability insured status under social security law. A disability insured status is generally established when an employee has social security or railroad retirement earnings credits in 20 calendar quarters in a period of 40 consecutive quarters ending in, or after, the quarter in which the disability began.

Unlike the two-tier annuities payable to a 10-year employee, disability annuities payable to five-year employees are initially limited to a tier I social security equivalent benefit; a tier II benefit is not payable in these cases until the employee attains age 62. And, the employee's tier II benefit will be reduced for

early retirement in the same manner as the tier II benefit of an employee who retired on the basis of age, rather than disability, at age 62 with less than 30 years of service.

---

### **3. How do the standards for total disability and occupational disability differ?**

An employee is considered to be totally disabled if medical evidence shows a physical and/or mental impairment preventing the performance of any regular and gainful work. An employee is considered to be occupationally disabled if a physical and/or mental impairment prevents the employee from performing the duties of his or her regular railroad occupation, even though the employee may be able to perform other kinds of work. An employee's regular occupation is generally that particular work he or she has performed for hire in more calendar months, which may or may not be consecutive, than any other work during the last five years; or that work which was performed for hire in at least one-half of all the months, which must be consecutive, in which the employee worked for hire during the last 15 years.

---

### **4. How does the amount of a railroad retirement disability annuity compare to a social security disability benefit?**

Disabled railroad workers retiring directly from the railroad industry at the end of fiscal year 2017 were awarded almost \$2,920 a month on the average, while awards for disabled workers under social security averaged over \$1,295.

### **5. When is early Medicare coverage available for the disabled?**

In general, Medicare coverage before age 65 may begin after a disabled employee annuitant has been entitled to monthly benefits based on total disability for at least 24 months and has a disability insured status under social security law. There is no 24-month waiting period for those who have ALS (Amyotrophic Lateral Sclerosis), also known as Lou Gehrig's disease. The fact that an employee is initially awarded an occupational disability annuity does not preclude early Medicare coverage, if the employee's physical and/or mental condition is such that he or she is totally disabled.

Medicare coverage on the basis of permanent kidney failure requiring dialysis or a kidney transplant is available not only to employee annuitants, but also to employees who have not retired but meet certain minimum service requirements, as well as spouses and dependent children. For those suffering from chronic kidney disease, coverage may begin with the third month after dialysis treatment begins, or earlier under certain conditions. The Social Security Administration usually has jurisdiction of Medicare for those eligible on the basis of permanent kidney failure.

---

### **6. Do the railroad retirement disability annuity requirements include a waiting period similar to the one required for social security disability benefits?**

Yes. A five-month waiting period beginning with the month after the month of the disability's onset is required before railroad retirement disability annuity payments can begin. However, an applicant need not wait until this five-month period is over to file for benefits.

An employee can be in compensated service while filing a disability application provided that the compensated service is not active service and terminates within 90 days from the date of filing. When an employee files a disability application while still in compensated service, it will be necessary for the employee to provide a specific ending date of the compensation.

Compensated service includes not only compensation with respect to active service performed by an employee for an employer, but also includes pay for time lost, wage continuation payments, certain employee protection payments and any other payment for which the employee will receive additional creditable service.

---

## **7. What documentation is required when filing for a railroad retirement disability annuity?**

Employees filing for disability annuities are required to submit medical evidence supporting their claim. Applicants should be prepared to furnish dates of hospitalization, names and dosages of medication, names of doctors, etc. Applicants may also be asked to take special medical examinations given by a doctor named by the RRB. If a disability applicant is receiving workers' compensation or public disability benefits, notice of such payments must be submitted.

Sources of medical evidence for railroad retirement disability purposes may include, but are not limited to, the applicant's railroad employer, personal physician and hospital, the Social Security Administration or the agency paying workers' compensation or public disability benefits. This evidence generally should not be more than 12 months old. In addition, proof of age and proof of any military service credit claimed and a description of past work activity will also be required.

## **8. What is the best way to apply for a railroad retirement disability annuity or early Medicare coverage?**

Applications for railroad retirement disability annuities are generally filed at one of the RRB's field offices, or at one of the office's Customer Outreach Program (CORP) service locations, or by telephone and mail. However, applications by railroad employees for early Medicare coverage on the basis of kidney disease have to be filed with an office of the Social Security Administration, rather than the RRB.

To expedite filing for a railroad retirement disability annuity, disabled employees or a family member should call, write, or send a secure message via the RRB's website, RRB.gov, to the agency's nearest field office to schedule an appointment. For the appointment, claimants should bring in any medical evidence in their possession and any medical records they can secure from their treating sources, such as their regular physician. Employees who are unable to personally visit an RRB office or meet an RRB representative at a CORP service location may request special assistance, such as having an agency representative come to a hospital or the employee's home. RRB personnel can assist disabled employees with their applications and advise them on how to obtain any additional medical evidence required, or any other necessary documents or records.

---

## **9. Can an individual continue to receive an employee disability annuity even if he or she does some work after it begins?**

Special earnings rules apply to disability annuitants and they are more stringent than those that apply to annuitants who have retired on the basis of age and service.



Disability annuities are not payable for any month in which the annuitant earns more than \$920 in 2018 in any employment or self-employment, exclusive of work-related expenses. Withheld payments will be restored if earnings for 2018 are less than \$11,500 after deduction of disability-related work expenses. Failure to report such earnings could involve a significant penalty charge.

These disability work restrictions cease upon a disabled employee annuitant's attainment of full retirement age (age 65 for those born before 1938 to age 67 for those born in 1960 or later). This transition is effective no earlier than full retirement age, even if the annuitant had 30 years of service. Earnings deductions continue to apply to annuitants working for their last pre-retirement non-railroad employer.

If a disabled annuitant works before full retirement age, this may also raise a question about the possibility of that individual's recovery from disability, regardless of the amount of earnings. Consequently, any earnings must be reported promptly to avoid overpayments, which are recoverable by the RRB and may also include penalties.

---

### **10. Does employment with a rail labor organization affect eligibility for a disability annuity?**

Payment of an employee's disability annuity cannot begin earlier than the day after the employee stops working in compensated service for any railroad employer, including labor organizations. Such work includes service for more than \$24.99 in a calendar month to a local lodge or division of a railway labor organization. Also, work by a local lodge or division secretary collecting insurance premiums, regardless of the amount of salary, is railroad work which must be stopped.

### **11. Must an employee relinquish employment rights in order to receive a disability annuity?**

An employee can be in compensated, but non-active, service while filing a disability annuity application as long as the compensated service terminates within 90 days from the date of filing. However, in order for a supplemental annuity to be paid or for an eligible spouse to begin receiving benefits, a disability annuitant under full retirement age must relinquish employment rights.

---

### **12. How can individuals get more information about disability annuities?**

More information is available by visiting the RRB's website, RRB.gov, or by calling an RRB office toll-free at 1-877-772-5772. Persons can find the address of the RRB office servicing their area by calling the agency's toll-free number or by clicking on the Field Office Locator tab at RRB.gov. Most RRB offices are open to the public on weekdays from 9:00 a.m. to 3:30 p.m., except on Wednesdays when offices are open from 9:00 a.m. to 12:00 p.m. RRB offices are closed on Federal holidays.

***Union Plus<sup>®</sup>***  
***Mortgage Program***

Active or retired union member?  
You and your family may be able to take advantage of special benefits with financing from Wells Fargo Home Mortgage. With our Union Plus<sup>®</sup> mortgage program<sup>1</sup>, we'll help you find financing that meets your needs and supports your homeownership goals. Contact us to get started.



Learn More 

**866-802-7307**

  
**UNIONPLUS**

## In an effort to inform the membership of some Arbitral Awards, below are summaries of some recent awards.

### *PLB No. 7730 Case No. 3, Neutral Fagnani – Conrail*

#### **Train allowed to enter out of service track.**

The Claimant was charged with allowing a train to enter an out of service track occupied by a signal gang and was dismissed from service. First, the Neutral dismissed several procedural issues raised by the Organization, including contentions that included typographical errors in the transcript, not listing specific rules in notice of discipline and not listing Carrier witnesses on the notice to attend the investigation. The Neutral noted that "the Claimant's representative acknowledged that the investigation had been conducted in a fair and impartial manner." On the merits of the case, the Claimant acknowledged that he did allow a train to operate into an area that was occupied by a signal gang. Even though the train dispatching computer system allowed this to occur, the Carrier's operating rules prohibited the movement that Claimant allowed to occur. The Neutral found that "the Claimant's proven offense constituted a serious breach of the rules and created a situation where tragic consequences could have occurred absent the quick action of the Foreman. The fact that such consequences did not occur in no way lessens the severity of the offense."

**Claim Denied.**

### *PLB No. 7578 Case No. 9, Neutral Newman – METRA*

#### **Failure to block de-energized track.**

The Claimant was working as a Load Dispatcher. He was charged for failing to instruct the Train Dispatcher to apply blocking devices to protect a de-energized section of track and for being dishonest by failing to fully reveal all the facts surrounding his actions. As a result, an electric commuter train entered the de-energized track and became disabled. The claimant was dismissed from service. The Organization argued several procedural defects, including that the Claimant was not timely informed of the charges and that the notice was vague and defective. On the merits of the case, the Organization argued that the Carrier failed in its burden of proof that Claimant was solely responsible for the incident and that there

were mitigating circumstances related to equipment malfunction and faulty maintenance. The Organization also argued that the Carrier failed to prove that Claimant was dishonest or failed to fully reveal the facts of the incident. The Neutral found that there were no due process violations that would require that the charges be set aside and that the Carrier met its burden of proof relating to the protection of the de-energized track. However, the Neutral did find that the Carrier failed to prove that the Claimant was dishonest or knowingly withheld information with respect to the incident. Claimant was returned to service without back pay and his dismissal was converted to a long-term suspension.

**Claim sustained in part.**

### *PLB No. 7578 Case No. 10, Neutral Newman – METRA*

#### **Insubordination.**

This case is in connection with Case No. 9 on the same Board. Claimant was charged with insubordination when he failed to comply with a Manager's instructions to provide a statement regarding an incident, became quarrelsome and abandoned his position without authorization. The Organization argue several procedural defects, including that the Claimant was not timely informed of the charges and that the notice was vague and defective. On the merits of the case, the Organization argued that the Carrier failed to meet its burden of proof by substantial evidence, considering that only the Manager and the Claimant testified to the alleged events and their versions thereof showed a real possibility of miscommunication and misunderstanding. The Neutral found that there were no due process violations that required that the charges be set aside. The Neutral did find that the Carrier failed to meet its burden of proving that Claimant knowingly abandoned his job, failed to protect his assignment or outright refused to give a written statement. But, the Neutral did note that Claimant's actions "added to the confusion and impression that he was insubordinate and quarrelsome." Claimant was returned to service without back pay and his discipline was converted to a long-term suspension.

**Claim sustained in part.**

## *PLB 7299 Case No. 4, Neutral Campagna – Montana Rail Link*

### ***Incorrect main line authority.***

The Claimant was charged with issuing an incorrect main line Track Warrant that resulted in a train traveling 9 miles beyond its actual authorized limits. Claimant was suspended from service for 15 days. The Neutral ruled that the Carrier had proven "through substantive credible evidence" that Claimant had incorrectly issued the main track authority and that Claimant had admitted that he issued the incorrect warrant. The Neutral then addressed whether the level of discipline was appropriate and ruled that "while the Board finds that some form of disciplinary action is warranted, we do not find that a fifteen (15) day suspension is warranted." Based on the Claimant's long-term service with the Carrier (22 years) and that this incident was "an isolated one", the discipline was reduced to a 10-day suspension.

***Claim sustained in part.***

## *PLB 7403 Case No. 51, Neutral Ray – Norfolk Southern*

### ***Failure to protect malfunctioning road crossing.***

The Claimant was charged with not issuing a mandatory directive to a train to operate at 15MPH over a road crossing with partially activated crossing protection. Claimant was dismissed from service. The Organization argued and Claimant maintained that he did not issue the directive because the train was required to stop at another crossing a tenth of a mile before for inoperative crossing protection. Claimant did not factor in that the train crew would ignore the first stop and protect and therefore be going track speed through the second crossing. The Neutral ruled "In view of the circumstances, this Board does not see this instance as a reason for permanent dismissal and will allow Claimant another opportunity to show that he can be a rule abiding and productive member of the Carrier workforce. For that reason, the Board holds that Claimant should be returned to service with seniority unimpaired, but without pay for time lost."

***Claim sustained in part.***

## *PLB 7403 Case No. 52, Neutral Ray – Norfolk Southern*

### ***Improper Track Authority for Roadway Worker***

The Claimant was charged with failing to protect a Roadway Worker and on-track equipment by not including a second train that the Roadway Worker was to follow in Box 8 of a Track Authority. Claimant was dismissed from service. The Organization argued that as Claimant was issuing a Track Authority to a Roadway Worker that included instructions to follow

a train, he failed to notice that a second train was in the block and he failed to record that train on the authority before issuing it to the Roadway Worker. The error was caught before the Roadway Worker and his equipment occupied the track and the error was corrected. Claimant attempted to report the incident to her supervisor who was not immediately available. The Neutral found that "substantial evidence is present to support the charge. In view of the seriousness of the case, the Board will not alter Carrier's decision."

***Claim denied.***

## *PLB 7650 Case No. 31, Neutral Zusman – CSX Transportation*

### ***Train allowed to proceed with a defective car.***

The Claimant was charged with instructing a train to proceed after being advised of a defective car in the train. Claimant was dismissed from service. The Organization argued Claimant believed that car was safe to be moved after the Conductor reported that he had inspected the car and had "already cut the brake out on it and everything". The Carrier argued that the Conductor also advised Claimant that he tested the car with a tempilstik and the axle on the car was hot enough to melt it, but that this information was not passed to the Chief Dispatcher before the train was allowed to proceed. The train derailed shortly after being instructed to continue, causing over a million dollars of damage. The Neutral found that the "Claimant had a responsibility to relay accurate information. In this instant, the incomplete information let to the derailment that could have caused death, let alone the substantial damage."

***Claim denied.***

## *PLB 7650 Case No. 30, Neutral Zusman – CSX Transportation*

### ***Failure to maintain proper blocking until no longer needed.***

The Claimant was charged with failing to maintain proper blocking to all routes and devices until it was no longer needed. Claimant was accessed a 30 day actual suspension. The Organization asserted that Claimant issued an EC-1 authority which also blocked the associated tracks covered by the authority. Sometime after the EC-1 was issued, there was a CADS malfunction that caused the EC-1 to fail, clearing the associated blocking devices while the track was still occupied. Claimant acted immediately to provide alternate protection. The Neutral found amongst other things that there was "virtually unrefuted" testimony of a failure of CADS, and that "the Claimant acting to assure protection, when without knowledge of how to deal with a specific CADS error, provided protection within the minute to assure safety."

***Claim was sustained in full.***

# STATUS OF DISPUTES

<i>Docket</i>	<i>Carrier</i>	<i>Claimant</i>	<i>Subject</i>	<i>Status</i>
PLB-7575-41	BNSF	S. Horner	Sick Pay	Awaiting NMB Funding
PLB-7575-42	BNSF	J. S. Atkinson	Displacement	Awaiting NMB Funding
PLB-7575-43	BNSF	K. Nichols	Sick Pay	Awaiting NMB Funding
PLB-7575-44	BNSF	D. H. Schauman	Discipline	Awaiting NMB Funding
PLB-7575-45	BNSF	J. R. Wilkerson	Discipline	Awaiting NMB Funding
PLB-7575-46	BNSF	R. D. Vierkant	Time Limits	Awaiting NMB Funding
PLB-7575-47	BNSF	R. A. Luttrull	Discipline	Awaiting NMB Funding
PLB-7575-48	BNSF	S. C. Parmele	Discipline	Awaiting NMB Funding
PLB-7576-59	BNSF	J. T. Adams	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-60	BNSF	E. M. Gant	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-61	BNSF	S. S. Harver	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-62	BNSF	S. M. Carmichael	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-63	BNSF	T. C. Ross	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-64	BNSF	T. C. Ross	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-65	BNSF	A. M. Wilkenson	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7576-66	BNSF	J. T. Adams	Discipline	Hearing held 1/10/2018 - Awaiting Decision
PLB-7814-01	BNSF	K. D. Carter	Discipline	Denied - 01/31/18
PLB-7814-02	BNSF	K. N. Clifford	Discipline	Denied - 01/31/18
PLB-7814-03	BNSF	M. L. Penny	Discipline	Denied - 01/31/18
PLB-7814-04	BNSF	S. A. Hudson	Discipline	Denied - 01/31/18
PLB-7814-05	BNSF	J. A. Weber	Discipline	Denied - 01/31/18
PLB-7814-06	BNSF	M. D. Thomas	Discipline	Denied - 01/31/18
PLB-7814-07	BNSF	A. B. Alter	Discipline	Denied - 01/31/18
PLB-7814-08	BNSF	J. G. Rios	Discipline	Denied - 01/31/18
PLB-7814-09	BNSF	J. A. Weber	Discipline	Denied - 01/31/18
PLN-7814-10	BNSF	J. A. Weber	Discipline	Denied - 01/31/18
PLB-7814-11	BNSF	J. D. Weber	Discipline	Denied - 01/31/18
PLB-7814-12	BNSF	T. G. Dethmers	Discipline	Sustained in part - 01/31/18
PLB-7730-3	CR	C. G. Mitchell	Discipline	Denied 01/2/2018
PLB-7650-27	CSX	M.P. Koecher	Seniority move	Sustained in Part - 4/2/2018
PLB-7650-28	CSX	C.J. Boehm	Seniority move	Sustained in Part - 4/2/2018
PLB-7650-29	CSX	M. Stewart	Seniority move	Denied - 4/2/2018
PLB-7650-30	CSX	W.J. Wilson	Discipline	Sustained - 3/23/2018
PLB-7650-31	CSX	G.G. Anderson	Discipline	Denied - 3-23-2018
PLB-7650-32	CSX	T.A. Rice	Discipline	Denied - 3-23-2018
PLB-7650-33	CSX	T.M. Bell	Discipline	Denied 3-23-2018
PLB-7650-34	CSX	R. G. McCann	Discipline	Awaiting NMB Funding
PLB-7650-35	CSX	R. G. McCann	Discipline	Awaiting NMB Funding
PLB-7650-36	CSX	M. P. Quirin	Discipline	Awaiting NMB Funding
PLB-7650-37	CSX	T. M. Storey	Discipline	Awaiting NMB Funding
PLB-7650-38	CSX	P. P. Hubba	Order of Call	Awaiting NMB Funding
PLB-7650-39	CSX	G. P. Davis	Discipline	Awaiting NMB Funding
PLB-7650-40	CSX	Various	Scope	Awaiting NMB Funding
PLB-7650-41	CSX	Various	Scope	Awaiting NMB Funding
PLB-7650-42	CSX	J. M. Quackenbush	Discipline	Awaiting NMB Funding
PLB-7650-43	CSX	B. M. Huff	Discipline	Awaiting NMB Funding
PLB-7650-44	CSX	M. A. Castleman	Discipline	Awaiting NMB Funding
PLB-7650-45	CSX	W. J. Sikes	Discipline	Awaiting NMB Funding
PLB-7769-1	Keolis	Various	Scope	Denied 01/7/2018
PLB-7153-5	KRR	J. Fisher	Discipline	Denied 9/25/2017
PLB-7153-6	KRR	B. Eaton	Discipline	Hearing held 1/19/2018 - Awaiting Decision
PLB-7153-7	KRR	S. Smith	Discipline	Hearing held 1/19/2018 - Awaiting Decision

# STATUS OF DISPUTES

<i>Docket</i>	<i>Carrier</i>	<i>Claimant</i>	<i>Subject</i>	<i>Status</i>
PLB 7468-34	KCS	J. Chandler	Discipline	Awaiting NMB Funding
PLB-7468-35	KCS	D. Clements	Discipline	Awaiting NMB Funding
PLB-7801-1	MBCR	Multiple	Office Relocation	Denied 10/19/2017
PLB-7323-4	MRL	T. D. Downard	Discipline	Sustained in Part 1/8/2018
PLB-7403-49	NS	A. N. Crist	Discipline	Denied 12/30/2017
PLB-7403-50	NS	D. A. Kinsey	Discipline	Denied 12/30/2017
PLB-7403-51	NS	T. J. Young	Discipline	Sustained in Part 12/30/2017
PLB-7403-52	NS	B. A. Linsenmayer	Discipline	Denied 12/30/2017
PLB-7403-53	NS	W. W. Nnochironye	Discipline	Denied 12/30/2017
PLB-7403-54	NS	J. M. Jones	Discipline	Sustained in Part 12/30/2017
PLB-7403-55	NS	G. A. Orr	Discipline	Sustained in Part 12/30/2017
PLB-7403-56	NS	D. K. Bush-Smith	Discipline	Denied 12/30/2017
PLB-7403-57	NS	R. L. Robinson	Discipline	Sustained in Part 12/30/2017
PLB-7299-17	NS	T. S. Scott	Discipline	Awaiting NMB Funding
PLB-7299-18	NS	T. S. Scott	Discipline	Awaiting NMB Funding
PLB-7299-19	NS	S. R. Cournoyer	Discipline	Awaiting NMB Funding
PLB-7299-20	NS	J. M. Jones	Discipline	Awaiting NMB Funding
PLB-7299-21	NS	W. W. Nnochironye	Discipline	Awaiting NMB Funding
PLB-7299-22	NS	D. A. Kinsey	Discipline	Awaiting NMB Funding
PLB-7299-23	NS	D. A. Kinsey	Discipline	Awaiting NMB Funding
PLB-7299-24	NS	P. L. Incarnato	Compensation	Awaiting NMB Funding
PLB-7299-25	NS	T. T. Daniels	Discipline	Awaiting NMB Funding
PLB-7299-26	NS	K. R. Bentley	Discipline	Awaiting NMB Funding
PLB-7299-27	NS	M. M. Pate	Discipline	Awaiting NMB Funding
PLB-7578-9	NIRC	H. Gray	Discipline	Sustained in Part 2/23/2018
PLB-7578-10	NIRC	H. Gray	Discipline	Sustained in Part 2/23/2018
PLB-7644-23	WC	M. Cleve	Discipline	Sustained 11/14/2017
PLB-7644-25	WC	S. Deemer	Withheld from Service	Denied 11/14/2017
PLB-7644-26	WC	J. Hoogeveen	Discipline	Denied 11/14/2017
PLB-7644-27	WC	C. Driver	Discipline	Sustained in Part 11/14/2017

## *From the Secretary-Treasurer*

### INFORMATION WHICH WILL HELP US BETTER SERVE YOU:

- **Update your address every time you move.**  
We do not get address updates from the Railroads.
- **Update your status whenever it changes.** *Example:* Active to Seniority Retention (management) or vice versa. This affects whether or not you receive ballots and/or other correspondences.
- **If you have designated a beneficiary, is it up to date?** If you have previously designated a former spouse, that is who will get this benefit unless you update your designated beneficiary.

**If you need make any updates or have questions about your membership, contact Amber Davis at (216) 251-7984 ext. 1006 or email at [davis@atda.org](mailto:davis@atda.org).**

# FOR THOSE COVERED BY THE NATIONAL HEALTH AND WELFARE PLAN



## You're now eligible for Teladoc

Teladoc gives you access to a U.S. licensed doctor 24/7 by phone or video from wherever you are most comfortable.

## CARE ON YOUR TERMS

We help address a broad spectrum of healthcare needs from the flu and allergies to migraines and backaches. Register your account today by visiting <https://www.teladoc.com/railroad/>.

## HOW IT WORKS

First, set up your account online or on the app. Next, fill out a quick general health summary. You can schedule a visit with a doctor for a time that works or have an on-demand visit. Go to the Teladoc website <https://www.teladoc.com/railroad/> to learn more.

## COVERAGE

Any general medical appointment will cost you \$10 or less per visit. That's more affordable than going to urgent care, the ER or your primary physician. To learn more about coverage, visit the Teladoc website <https://www.teladoc.com/railroad/>.

## DOWNLOAD THE APP

Our award-winning app was designed for quick and easy use. You can access all your information and schedule visits from one place. Visit the Teladoc website <https://www.teladoc.com/railroad/> to learn more about downloading the app.

## OTHER SERVICES

We also provide access to care in Behavioral Health, Dermatology, Sexual Health, Caregiving and Tobacco Cessation.

## LARGEST & MOST TRUSTED

We're the world's largest and most trusted provider of virtual care. All of our doctors are U.S. board-certified and our member satisfaction rate is +90%.

# Procedures Regarding Dues and Fee Objectors

The following policy adopted by the Executive Board is mailed to each new member upon acceptance of their application and is published annually in the Train Dispatcher. The Executive Board has adopted the following procedure regarding maintenance of union membership and dues obligations under the union shop agreements between ATDA and the employers for whom its members work, in order to comply with interpretations of the U.S. Constitution and the Railway Labor Act by the United States Supreme Court:

**1.** Any employee whom the ATDA represents who is required to be a member of the union under a union shop agreement, but who objects to joining or remaining a member of the union, will be deemed to have met the requirements of the union shop agreement if the employee pays to the ATDA an amount equal to the periodic dues, fees and assessments (not including fines and penalties) uniformly required of all members of the union within the time limits provided for in the union shop agreement. Such employee shall be known as a "service fee payer." Service fee payers are not union members; they may not vote in union elections or be candidates for union office, attend union meetings, serve as delegates to union conventions or participate in the delegate selection process, or vote on the ratification of collective bargaining agreements.

**2.** Any employee subject to a union shop agreement who is not a member of the ATDA has the legal right, through timely written objection, to limit his/her service fee payment to expenditures that are necessarily or reasonably undertaken by the union to represent employees for whom it is the exclusive representative, i.e. activities of the union that are related to collective bargaining, contract administration and grievance handling. In such case, expenses unrelated to these activities, will be excluded from the service fee calculation. Such "non-chargeable expenditures" include contributions of money or paid union staff time to political parties, candidates, and charities and other organizations; expenses to recruit new members; legislative lobbying expenses not directly related to collective bargaining agreement negotiation or administration, including time of union officers and employees; AFL-CIO and affiliated organization dues; costs of portions of the union's newsletter and magazine publications not related to the employment interests of the employee; members-only benefit expenses; and expenses for litigation that does not directly concern the objector, his bargaining unit, or the union as an institution.

**3.** An employee who wants to submit such an objection must do so initially within 30 days after he/she first begins paying a service fee and receives notice of this procedure and thereafter annually in writing to the Secretary-Treasurer postmarked during the

month of July each year. The objection must include the employee's name, home address, social security number, employer, job title, work location, and home and office phone numbers. The service fees of new employees who file such objections shall be reduced retroactively to the date he/she first begins paying a service fee; the service fees of all other employees who file such objections shall be reduced for the twelve-month period beginning the subsequent October 1st after the objection is received and ending September 30th of the following year. Prior to the beginning of this twelve month period, each employee who has filed an objection will be provided with a full explanation of the basis for the reduced fee, and an explanation of the procedure for challenging the calculation of that reduced fee.

**4.** The union shall maintain records of the amount of time, dues/assessment/fee income, and assets that are expended for chargeable and non-chargeable activities. Such records shall be subject annually to an independent audit in order to determine the amount of reduced fee to be charged service fee objectors.

**5.** An employee may challenge the union's calculation of the reduced fee via arbitration before an impartial arbitrator in accordance with the Rules for Impartial Determination of Union Fees of the American Arbitration Association. In such an arbitration, the union bears the burden of proving the propriety of its calculation. To invoke arbitration, the employee must submit his/her challenge in writing to the International Secretary-Treasurer postmarked within 30 days of his receipt of the fee explanation. Pending resolution of the challenge, the union shall place in an interest-bearing escrow account a sufficient portion of the fees being paid by those employees who have filed challenges to ensure that the portion of the fee reasonably in dispute will not be expended. After the issuance of the arbitrator's ruling, the union shall promptly distribute the escrowed monies in accordance with the ruling and, if required by the ruling, adjust the amount of the reduced fee.

**6.** This procedure shall be administered in a manner that is completely fair to service fee payers who register objections. The Secretary-Treasurer is authorized to determine the amount of the reduced fee each year, to provide proper notice of this procedure to service fee payers, and to recommend to the Executive Board the establishment of such other procedures as may be required by state or federal laws for the accommodation of service fee objections.

**7.** This procedure shall be published by the union in its newsletter or magazine, and sent to each service fee payer, annually. It shall also be provided to each new employee when he/she first becomes subject to a union shop agreement after the adoption of this procedure.



**American Train Dispatchers Association**  
4239 West 150th St  
Cleveland, Ohio 44135  
E-Mail Address [dowell@atda.org](mailto:dowell@atda.org)  
Website: [www.atda.org](http://www.atda.org)

PRESORTED STD  
US POSTAGE  
**PAID**  
MAILER'S CHOICE

## NATIONAL HEALTH AND WELFARE BENEFIT DIRECTORY

### United Healthcare

#### **National Plan-GA-23000**

Managed medical Care  
Programs (MMCP) &  
Comprehensive Health Care  
Benefit (CHCB)  
1-800-842-9905  
[www.myuhc.com](http://www.myuhc.com)

#### **Retiree Claims-GA-46000**

UnitedHealthcare  
P.O. Box 30985  
Salt Lake City, UT 84130-0985  
1-800-842-5252

#### **Retiree Supplemental- GA-23111**

UnitedHealthcare  
P.O. Box 30304  
Salt Lake City, UT 84130-0404  
1-800-842-5252

### Aetna Healthcare

3541 Winchester Road  
Allentown, PA 18195  
1-800-842-4044  
[www.aetna.com](http://www.aetna.com)

### Highmark Blue Cross Blue Shield

#### **Railroad Dedicated Unit**

P.O. Box 890381  
Camp Hill, PA 17089-0381  
1-866-267-3320  
[www.bcbs.com](http://www.bcbs.com)

### Life Insurance

#### **MetLife**

P.O. Box 6122  
Utica, NY 13504-6122  
1-800-310-7770  
[www.metlife.com](http://www.metlife.com)

### Vision Service Plan

#### **EyeMed**

Member Support  
1-855-212-6003  
[www.eyemedvisioncare.com/  
railroad](http://www.eyemedvisioncare.com/railroad)

### Mental Health and Substance Abuse Benefits

#### **For treatment, claims or inquiries call:**

United Behavioral Health  
1-866-850-6212  
[www.liveandworkwell.com](http://www.liveandworkwell.com)  
Access code: Railroad  
Company identifier: RR

### Dental Benefits under Group Policy No. GP-12000

#### **Aetna**

P.O. Box 14094  
Lexington, KY 40512-4094  
1-877-277-3368  
[www.aetna.com](http://www.aetna.com)

### Managed Pharmacy Benefit

#### **Express Scripts**

**UnitedHealthcare Plans  
GA-23000 and GA-46000**  
1-800-842-0070  
[www.medco.com](http://www.medco.com)