

THE
TRAIN DISPATCHER

**ATDA 2021
SYSTEM COMMITTEE TRAINING**
Week of August 30, 2021



**DISNEY'S CORONADO SPRINGS RESORT
ORLANDO, FL**

Officer Training: Filing Claims, Attending Investigations, Railway Labor Act, LMRDA Standards, Officer Elections, ATDA Constitution and By-Laws, ATDA General Assembly, Duty of Fair Representation, FMLA, Maintaining System Funds, and Proper Filing of Reports.

Legal Notice – Dues

Article 2, Section 4(b) defines the national dues rate. Effective October 1, 2020, the national dues rate is \$109.50 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.

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 trick 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 \$300.00 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.

System Dues Rates –

Effective October 1, 2020

ALASKA \$20.00	KEOLIS \$15.10	PanAm \$15.10
AMTRAK \$17.85	KIAMICHI \$10.00	PATH \$18.35
BNSF \$20.75	L&I \$9.90	SIRT \$18.65
BRC \$20.15	METRA \$17.35	SOO \$17.90
CONRAIL \$18.25	MRL \$18.25	SUNRAIL \$16.80
CSX – South \$25.00	NICTD \$13.90	TRA \$33.40
– East \$19.65	NJT-P \$17.60	TRI-RAIL \$18.95
IHB \$21.15	NJT-TD \$17.60	WC \$19.45
KCS \$19.65	NS INT \$19.00	

2021 System Committee Officer Training Walt Disney World Resort, Orlando FL

Mark your calendar	Arrival	Departure
General Chairman	August 30	September 3
All Other Officers	August 31	September 3

Do not book travel until notified to do so.

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 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

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Cleveland, Ohio 44135
Telephone: (216)251-7984
atda.org

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

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KEVIN M. KETCHAM, Trustee

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STAFF

PAUL ARDEN

Director of Research

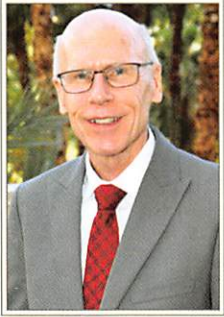
DAN LANIGAN

Accountant

AMBER DAVIS

Assistant to the President

From the President



I am pleased to report the System Committee Training is scheduled for the week of August 30, 2021 in Orlando, Florida at the Disney Resorts. We will be providing specific details regarding your travel. The General Chairmen will arrive one day ahead of

the rest of the System Officers to receive training on the new arbitration software that will assist them in the filing of claims and grievances. Secretary-Treasurer Dowell will oversee the travel arrangements and should be contacted to answer any of your questions. If you do not plan on attending, please notify us as soon as possible.

Turning to ATDA specific matters, the pandemic halted travel for our national officers and many representation matters have been conducted by on-line internet meetings through Zoom and Microsoft Teams. Bargaining, arbitration, investigations, and union meetings have taken place using technology as a substitute for travel. We learned that many of our meetings can continue to take place using these new methods of communication, even after the pandemic. This will result in savings to the organization.

In National Bargaining, the ATDA and our coalition rail group (Coordinated Bargaining Coalition) have continued to meet monthly through the Zoom format, with no real progress to report. Both sides have presented their proposals and have found no common ground that would lead to a fair and equitable agreement. We are far apart on healthcare, wages, and rules and hope that meeting in person for the upcoming negotiations will lead to more substantive talks. In local negotiations, Vice President Brandon Denucci and General Chairman Sol Williams successfully negotiated a five (5) year agreement ratified by the train dispatchers and bridge operators on the Louisville and Indiana RR.

Two major mergers and one takeover were recently announced. CP intends to merge with KCS. CSXT seeks to acquire Pan Am Railways.

Watco will take over approximately 900 miles of railroad from CN.

CP Rail filed with the STB to merge with the Kansas City Southern. If approved by the Surface Transportation Board ("STB"), the transaction will combine the two railroads to create the first rail network connecting the U.S., Mexico, and Canada. Joining in Kansas City, MO., CP and KCS together will connect customers via single-network transportation offerings between points on CP's system throughout Canada, the U.S. Midwest, and the U.S. Northeast and points on KCS' system throughout Mexico and the South-Central U.S.

CSX Transportation filed with the STB for acquisition of regional Pan Am Railways. Genesee & Wyoming will operate and maintain Pan Am Southern under its Pittsburg & Shawmut subsidiary, which will do business as Berkshire & Eastern. CSX and NS will jointly own Pan Am Southern, with NS retaining its 50% share and CSX acquiring Pan Am Railways' stake. Norfolk Southern also gains trackage rights over CSX, Providence & Worcester, and Pan Am between the Albany, N.Y., area and Ayer, Mass., for intermodal and automotive traffic.

Watco will buy 650 miles of branch lines in Wisconsin and Michigan from Canadian National, along with 250 miles of the company's Soo Subdivision in Ontario where it will acquire the line between Sault Ste. Marie and Oba, Ont.

In arbitration, ATDA won a big victory over CSXT in a dispute over the Supplemental Sickness Benefit Plan. Special Board of Adjustment No 1195, Case No. 1 was argued by VP Brandon Denucci and assisted by General Chairman Colin Thurman. Lisa Charles served as arbitrator. The Carrier eliminated the Disputes Committee which allowed an employee who had been denied benefits the ability to appeal his/her decision to a panel of three (3) qualified physicians. The Carrier claimed this was merely an "administrative function" and the ATDA Plan duplicated the original National Supplemental Sickness Benefit Plan. The Arbitrator disagreed

and ruled in the Organization's favor. CSXT is required to reinstitute the Disputes Committee. Another major arbitration case is pending and tied into the National Health & Welfare Plan. The National Carriers Conference Committee (NCCC), representing the railroads, is attempting to change provisions of the Health & Welfare Plan without negotiating with the rail unions. Collective bargaining is the only route to achieving these changes.

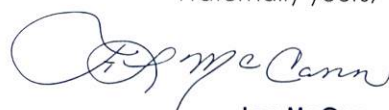
On the organizing front, under the direction of Secretary-Treasurer Dowell and Vice President Broyles, we were successful in acquiring the train dispatchers on Trinity Railroad (Herzog), located in the DFW area of Texas. VP Broyles and VP Porter have been working with our new members in getting their input before negotiating the first agreement. Also, we filed for representation on New Jersey Transit Light Rail (Bombardier) and won the election with every employee voting for the ATDA. However, the Carrier has filed an appeal claiming the train dispatchers perform supervisory duties and cannot be represented by the ATDA. Vice President John Salvey has been the point of contact with these new prospective members

and ST Dowell has been working with the NLRB and our General Counsel Kevin Brodar and Assistant General Counsel Erika Diehl in making sure all the proper paperwork is provided to the NLRB. Hopefully, the NLRB will rule in our favor and issue certification to the ATDA.

In closing, the scholarship deadline for submitting applications closed on May 10, 2021. We will be awarding the scholarships around June 30, 2021, after the Scholarship Committee (Reggie Vincent, Gordon Smith, Phil Houle) evaluates the applications and makes their final decisions.

Until next time, I hope this summer finds you well and you can do the things with your family, friends and loved ones that was impossible one year ago.

I remain,
Fraternally yours,



Leo McCann
President

American Train Dispatchers Association

New ATDA Members

New Member

System Committee

Zachary T. Bergman

Amtrak Committee

Megan E. Bolen

Kiamichi Committee

Zeina N. Boumalhab

Kiamichi Committee

Amanda C. Box

MBCR Committee

Abdul R. Brimah

MBCR Committee

Derek C. Carpine

MBCR Committee

Sarah A. Feigl

MBCR Committee

Jordan W. Hood

New Jersey Transit - Power Supervisors Committee

David A. Kain

New Jersey Transit - Power Supervisors Committee

Bobby C. King

Norfolk Southern Integrated Committee

New Member

System Committee

Alejandro J. Martinez

Norfolk Southern Integrated Committee

Andre C. McRae

Norfolk Southern Integrated Committee

Michael J. Misiak

Norfolk Southern Integrated Committee

Kevin W. Pearson

Norfolk Southern Integrated Committee

Daniel W. Serra

Norfolk Southern Integrated Committee

Mosen L. Springfield

Norfolk Southern Integrated Committee

Brent M. Sumner

Norfolk Southern Integrated Committee

Kyron A. Tarmann

Norfolk Southern Integrated Committee

Chertarveya D. Turner

Norfolk Southern Integrated Committee

Lowell W. Willis III

SOO Committee

Louisville & Indiana Bridge Operators and Train Dispatchers Ratify Contract

On March 2, 2021, the Louisville & Indiana Railroad (LIRC) Bridge Operators and Train Dispatchers voted unanimously to ratify a new collective bargaining agreement. Vice President Brandon Denucci and General Chairman Sol Williams were able to negotiate a five-year contract with the LIRC consisting of five general wage increases (GWIs) each January 1 (retroactive to January 1, 2021) through 2025. In total, the GWIs equate to a 21.715% compounded wage increase over five years. In addition to the GWIs, the Train Dispatchers and Bridge Operators will also receive a \$15 arbitrary payment for each day worked in addition to their daily rate. With the combined retroactive GWI and arbitrary payment, the members saw an immediate increase in their daily pay upon ratification of nearly \$22 for Bridge Operators and \$26 for Train Dispatchers.

Other enhancements to work rules include the right to claim temporary vacancies, access to the entire allotment of personal leave days on January 1 (previously disbursed on a per-quarter basis), the ability to schedule single vacation days, expansion of bereavement leave, a guaranteed minimum daily rate, and overtime for all time worked in excess of eight hours (exclusive of time to complete transfer). Additionally, the negotiating team was able to place a hard cap on increases to employee contributions for healthcare and was able to secure an increase to the monthly opt-out payments for those who obtain alternate coverage.

The LIRC is a Class III short line consisting of 106 miles of railroad between Indianapolis, Indiana and Louisville, Kentucky and interchanges with the CSX, NS, INRD, and PAL railroads. The ATDA represents the 8 Bridge Operators and Train Dispatchers on the property.

Welcome Trinity Railway Express Train Dispatchers

We are excited to welcome the Train Dispatchers from Trinity Railway Express (TRE) to the ATDA family! The TRE Train Dispatchers contacted the ATDA to help in their efforts to be represented. After receiving Authorization Cards from all the Train Dispatchers, an election was held by the National Labor Relations Board. The ballots were counted on April 13, 2021, and the members voted unanimously to be represented by the ATDA. TRE is a joint venture between DART (Dallas Area Rapid Transit) and Trinity Metro (Fort Worth and Tarrant County). TRE is operated by Herzog Transit Services. There are 10 Train Dispatchers currently employed and there are future plans to expand the lines. They are responsible for both commuter and freight operations spanning approximately 93 miles. Currently, TRE connects Dallas and Fort Worth and other local communities with connections to the Dallas/Fort Worth International Airport (DFW). We look forward to meeting and working with the Train Dispatchers to achieve their first Collective Bargaining Agreement.

Special Board of Adjustment NO. 1195 CASE NO. 1, Neutral Charles - CSXT

ATDA victorious in preserving Disputes Committee provisions in CSX Supplemental Sickness Benefit plan.

In late 2019 and early 2020, several CSXT Train Dispatchers had their claims under the Supplemental Sickness Benefit (SSB) Plan for extended sickness benefits rejected by the Carrier's insurance vendor. Upon appeal, each member's claim was subsequently rejected by the Carrier, and they were advised that such decision by the insurance company would be final and binding. However, the ATDA determined that the current SSB Plan did not properly duplicate the provisions of the National Supplemental Sickness Benefit (NSSB) Plan as required by the 2004 Agreement establishing the SSB plan. Specifically, CSXT had eliminated the Disputes Committee provision of the plan which allowed an employee who had been denied benefits by the insurance company to appeal the decision to a panel of three legally qualified physicians; one chosen by CSXT, one chosen by the insurance company, and one selected by the employee. CSXT took the position that the Disputes Committee was merely an "administrative function" of the plan, and that the plan provided to ATDA Train

Dispatchers was sufficient since it duplicated the benefit amounts of the original NSSB Plan. Unable to resolve the dispute, the parties agreed to progress the matter to expedited arbitration.

On February 17, 2021, ATDA Vice President and Board Labor Member Brandon Denucci and CSXT General Chairman Colin Thurman presented the Organization's case before Arbitrator Lisa Charles. On March 4, 2021, Ms. Charles issued an award in favor of the ATDA's position. In her decision, she found that "...the CBA requires the Carrier to establish a SSB Plan that duplicates the provisions of the NSSB Plan. ...We find no evidence in the record to support the Carrier's assertions that provisions refer only to the benefit amount, that the Disputes Committee is not a provision of the SSB Plan, or that the appeals process is an administrative function within the Plan that the Carrier or the insurance vendor has the discretion to unilaterally change." As a result of this favorable award, CSXT is required to reinstate the Disputes Committee provision to the SSB plan.

PLB No. 7520 Case No. 15, Neutral Bierig – Amtrak

Disqualified from service as a Power Director without reason, right, or investigation.

On February 26, 2019, the Claimant was disqualified as a Power Director by the Carrier pursuant to Rule 2-B-2 which cited four rule violations between June 2018 and January 2019 as its basis for the disqualification, asserting that the Claimant failed to improve his performance to maintain his qualifications. The Organization filed a claim stating that the Claimant was being disciplined and should have been given a hearing under the discipline rule in order to hear the charges against him and to defend himself. The Organization contended that the failure to hold a hearing was a violation of the Agreement and that the disqualification of the Claimant was discipline. The Carrier argued that disqualification is not discipline and that the

Claimant no longer met the necessary qualifications of the position based upon the previous rule violations and failure to improve his performance. The Board found that the Organization failed to meet the burden of proof as the moving party. It found that in this instance, the language of the Agreement is plain. The Claimant was not qualified to hold the position as Power Director and as such, Claimant was given the opportunity to exercise his seniority and return to his former craft. Furthermore, the Board found that the language of rule 2-B-2 regarding disqualification is clear and that the rule can be properly used for issues of disqualification and that the Organization failed to prove that this was a disciplinary matter. The Arbitrator also cautioned that the Qualification rule should not be improperly used as an avenue for discipline to circumvent Rule 6 of the Agreement.

Claim denied.

SUMMARIES OF DISPUTES

PLB No. 7644 Case No. 37, Neutral Darby – Wisconsin Central

Failure to issue proper crossing protection.

The Claimant was working 1st shift on the date of the incident. Prior to his tour of duty, TGBO (Bulletin 5912) was issued to train L598. At approximately 8:20 am, Claimant was informed of a malfunctioning crossing. The Claimant promptly placed a tag on the track segment in question and issued GBO 7164 in the Train Dispatching System to protect the crossing. At approximately 11:10 am Claimant contacted train L598 and verified that they had Bulletin 5912 with no exceptions. Unfortunately, Bulletin 5912 did not include the crossing protection issued on GBO 7164 almost 3 hours before. The Claimant again contacted Train L598 at 11:44 am to confirm that they were aware of the malfunctioning crossing. The train crew then informed him that they were not aware of the malfunctioning crossing and had already passed it. Records determined that Train L598 traversed the crossing at 43 MPH. The Carrier held an investigation and subsequently dismissed the Claimant. The Organization took the position that the Train Dispatching System failed when it did not prompt the Claimant to issue the crossing malfunction to the train when he lined the signal into the segment of track containing the crossing malfunction. The Board found that the Organization's contention that the Train Dispatching System failure was the sole cause of the incident cannot succeed and found that while the Train Dispatching system is effective as an extra safety precaution, it did not alleviate the Claimant's responsibility. The Board found that the Claimant placed a tag on the track segment as a reminder and contacted at least 3 other trains to manually relay the restriction prior to contacting Train L598. The Board stated the fact that one device fails cannot be used as justification for mistakes. The Board was then faced with the question of whether the discipline was excessive. Based on the Claimant's record of a previous Level 3 violation and two Level 1 violations since October 2017, the Board found that the discipline of dismissal was justified.

Claim denied.

PLB No. 7644 Case No. 38, Neutral Darby – Wisconsin Central

Violation of Carrier's Attendance Guidelines.

Claimant marked off sick on October 11, 2019, which was the day prior to his rest days. As a result, the Carrier charged him with a violation of the Carrier's Attendance Guidelines. The Carrier considered Claimant's mark off on September 13, 2019, also the day prior to his rest days in charging the Claimant. The Organization argued that the Claimant applied for FMLA on October 16, 2019, and that the record shows that he was approved for intermittent FMLA leave that included flareups of his condition. In his request for FMLA, the Claimant's physician clearly stated that his absence on October 11, 2019, was due to a flareup of his condition. The Carrier approved the FMLA application yet stated that it would cover the year beginning October 23, 2019. The Carrier presented no explanation as to why they refused to include the date in question under the FMLA certification other than it is their policy not to "retroactively cover" sick absences with FMLA leave. The Organization argued that the absence on October 11, 2019, was, and should have been, covered by FMLA and that there was no violation of the Attendance Policy Guidelines. The Carrier found the Claimant guilty and assessed a 5-day suspension. The Board found that taken to its extreme, under the Carrier's interpretation an employee could suffer a heart attack; request FMLA leave after the incident; have his request approved by the Carrier; but not have any intervening days (while waiting for approval) excused as FMLA leave. The Board finds that the discipline assessed against the Claimant here was unreasonable.

Claim sustained.

STATUS OF DISPUTES

Docket	Carrier	Claimant	Subject	Status
TD-190441	CSX	L. Patrick	Discipline	Awaiting Decision - Arb. Zimmerman
TD-190444	CSX	K. M. Graham	Temp. Vacancy	Awaiting Decision - Arb. Zimmerman
TD-190442	CSX	M. D. Stewart	Discipline	Awaiting Decision - Arb. Zimmerman
TD-190443	CSX	L. D. Riley	Discipline	Awaiting Decision - Arb. Zimmerman
TD-190439	CSX	L. D. Riley	Discipline	Awaiting Decision - Arb. Zimmerman
TD-190440	CSX	L. D. Riley	Discipline	Awaiting Decision - Arb. Zimmerman
PLB-7520-15	AMTK	J. Cannon	Disqualification	Denied - 1/15/2021 - Arb. Bierig
PLB-7644-37	WC	M. Cleve	Discipline	Denied - 3/18/2021 - Arb Darby
PLB-7644-38	WC	M. Fasel	Discipline	Sustained - 3/18/2021 - Arb Darby
PLB-7644-39	WC	M. Brown	Discipline	Sustained in part - 3/18/2021 - Arb Darby
PLB-7644-40	WC	K. Gebhardt	Discipline	Denied - 3/18/2021 - Arb Darby
PLB-7469-46	KCS	D. Everett	Discipline	Argued 4/7/2021 - Awaiting Decision - Arb. VanDagens
PLB-7494-136	CSX	C. L. Ozark	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-137	CSX	J. M. Rodgers	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-138	CSX	J. H. Rodgers	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-139	CSX	R. M. Toms	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-140	CSX	G. P. Davis	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-141	CSX	M. A. Castleman	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-142	CSX	A. C. Johnson	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7494-143	CSX	E. B. Craft	Discipline	Assigned to Arb. Phillips - Hearing scheduled 6/29/2021
PLB-7299-34	NS	Z. Wray	Discipline	Assigned to Arb. Campagna - Hearing scheduled 6/15/2021
PLB-7299-35	NS	W. Slone	Discipline	Assigned to Arb. Campagna - Hearing scheduled 6/15/2021
PLB-7299-36	NS	V. Morns	Discipline	Assigned to Arb. Campagna - Hearing scheduled 6/15/2021
PLB-7299-37	NS	P. Davis	Discipline	Assigned to Arb. Campagna - Hearing scheduled 6/15/2021
PLB-7576-70	BNSF	L. E. Laughlin	Discipline	Sustained in part - 5/7/2021 - Arb. O'Brien
PLB-7576-71	BNSF	H. S. Kahan	Discipline	Sustained in part - 5/7/2021 - Arb. O'Brien
PLB-7576-72	BNSF	T. A. McClaim	Discipline	Denied - 5/7/2021 - Arb. O'Brien
PLB-7576-73	BNSF	J. D. McDade	Discipline	Denied - 5/7/2021 - Arb. O'Brien
PLB-7576-74	BNSF	R. A. Miller	Discipline	Denied - 5/7/2021 - Arb. O'Brien
PLB-7576-75	BNSF	R. A. Miller	Discipline	Denied - 5/7/2021 - Arb. O'Brien

STATUS OF DISPUTES

Docket	Carrier	Claimant	Subject	Status
PLB-7578-13	Metra	S. Basenberg	Discipline	Assigned to Arb. Newman - Awaiting NMB Funding
TD-210612	LIRC	S. Williams	Discipline	Awaiting assignment to Arbitrator
PLB-	BNSF	S. Grabman	Discipline	Awaiting assignment to Arbitrator
PLB-	BNSF	M. Seymour	Discipline	Awaiting assignment to Arbitrator
PLB-	WC	M. Fasel	Discipline	Awaiting assignment to Arbitrator
PLB-	SOO	G. Prince	Discipline	Case being reviewed for assignment to Arbitrator
PLB-	NS	J. Jones	Discipline	Case being reviewed for assignment to Arbitrator
PLB-	NS	J. Malcom	Discipline	Case being reviewed for assignment to Arbitrator
PLB-	BRC	Various	Blanking Assignments	Case being reviewed for assignment to Arbitrator

OBITUARY

Dennis Lynn Stowe



Dennis Lynn Stowe, 72, of Carlisle, Iowa, formerly of Grinnell, Iowa died on April 14, 2021, at his home of natural causes.

Dennis was born on February 28, 1949, in Grinnell, the son of Marvin Dale and Gladys Marie Foster Stowe. He was raised in Grinnell and was a 1967 graduate of Grinnell High School. He attended Grandview College in Des Moines with an interest in technical courses.

He spent his career with the railroad and worked as a Train Dispatcher working for the Chicago, Rock Island & Pacific Railroad, the Chicago and Northwestern Railway, and Union Pacific Railroad. He later was a part-time police officer and EMT with the city of Carlisle and Huxley.

Dennis enjoyed working in his workshop designing and making lamps, birdhouses, and other projects. He was an avid fan of the Iowa Hawkeyes, Chicago Cubs, and Chicago Bears. He volunteered for many years as the Class of 1967 alumni secretary writing class news and assisting with class reunions. He was a member of the Iowa State Sheriff & Deputies Association and the National Association of Retired & Veteran Railway Employees.

Dennis is survived by his wife, Connie of Carlisle; two daughters, Jennifer (Denis Currier) Buren of New Sharon and Julie (Nathan) Bird of Des Moines; one granddaughter, Hannah Bird; and his long-time friend, Bruce Selby of Carlisle.

Unclaimed Checks

If your name appears on the listing below, please call our office to claim your uncashed check. Please call **(216)251-7984 Ext 1006**.

Additionally, if you know someone on the list, please let them know to call.

Douglas R. Adams	Christopher T. Greer	James B. Roberson
Aubrey C. Barfield	Jonathan R. Grey	Kelly J. Roberson
Anthony Barone	Melissa A. Henninger	Aaron S. Robinson
Stephanie M. Basenberg	Rhonda K. Hurst	Kyle S. Roe
Anthony E. Bieker	John D. Ingram	Robert Rosenberg
Mark F. Borchers	Eric S. Johnson	Steven D. Russell
Jasmine Byrd	Thomas J. Johnson	Scott L. Savage
Jonathan A. Calvert	James A. Keller	Kathryn M. Scanlon
Jonathan M. Carey	Sean D. Langshaw	George B. Serwe
Dione Castillo	Laura A. Leabu	Dillon J. Shail
Okolo K. Chalmers	Charles J. Leith	Tom B. Sharkey
Kimberly A. Chvatal	Ilehe M. Liptok	Jeffrey A. Smith
Darin M. Clubbs	Jason C. Little	Michael E. Smith
Gregory P. Davis	Jeremy T. Love	Wayne E. Solomon
Donnell L. Day	Michael A. Mac Laine	Cristifer J. Stoker
Bryan P. Decataldo	Joshua C. Malcolm	Jonathon P. Sullivan
Thomas J. Dutcher	Harvard J. Marczak	Frank P. Thomas
Andrew M. Eagan	Timothy S. McGowan	Ronnie K. Thomas
Yusuf W. Egal	Mario A. Melendez	Brian C. Thompson
Cherise C. Elliot	Brent N. Mellegard	April L. Townsend
Timothy P. Enneking	William J. Mew	Douglas J. Traubert
Stacy L. Farnham	James F. Middleton	Stephen A. Truesdale
Marlo A. Fogle	Daniel R. Miller	Michael R. Urena
Donald V. Foster	Brian D. Moore	David W. Ursini
Lakecia S. Fowler	Thomas J. Moraski	Kenneth G. Vanmeerbeke
Antonio J. Fox	Ryan B. Mullen	Eric J. Vazquez
Michael A. Franklin	Salvadore R. Navarrete	Corey L. Warner
Alexandria N. Garner	Jason A. Perry	Dale A. Wesley
William H. Gibbs	Michael T. Pineau	Larry J. White
Robert M. Golden	Henry D. Piver	Tjoqka F. White
Scott P. Goodman	Christopher J. Polk	Craig Williams
Randy G. Gower,	Michael R. Prince	Charles M. Williamson
James Green	Jesse N. Prisuta	Michael S. Wilson
Richard M. Green,	Courtney M. Quinn	Emily C. Young
Jeffrey M. Greenway	Daniel R. Rice	Thomas F. Zinno

PROCEDURES REGARDING DUES AND FEE OBJECTORS

The following revised policy adopted by the Executive Board is provided to each new employee when he/she first becomes subject to a collective bargaining agreement containing a union security provision 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. An 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 ("the service fee") 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. A service fee payer 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 or thereafter in writing to the ATDA Secretary-Treasurer postmarked during the month of July. The Union will consider your objection to be for the upcoming year unless you expressly state that it is continuing in nature. Once filed, an objection may be revoked at any time in writing by you to the

Secretary Treasurer. 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 they first begin 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 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 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. A public employee may not be required to be a member of the union or to pay any fee as a condition of employment though he/she may elect to become a service fee payer.

8. 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 collective bargaining agreement between ATDA and his/her employer.



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Cleveland, Ohio 44135
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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
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
aetna.com

Highmark Blue Cross Blue Shield

Railroad Dedicated Unit

P.O. Box 890381
Camp Hill, PA 17089-0381
1-866-267-3320
bcbs.com

Life Insurance

MetLife

P.O. Box 6122
Utica, NY 13504-6122
1-800-310-7770
metlife.com

Vision Service Plan

EyeMed

Member Support
1-855-212-6003
eyemedvisioncare.com/railroad

Mental Health and Substance Abuse Benefits

For treatment, claims or inquiries call:

United Behavioral Health
1-866-850-6212
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
aetna.com

Managed Pharmacy Benefit

Express Scripts

UnitedHealthcare Plans
GA-23000 and GA-46000
1-800-842-0070
Express-Scripts.com