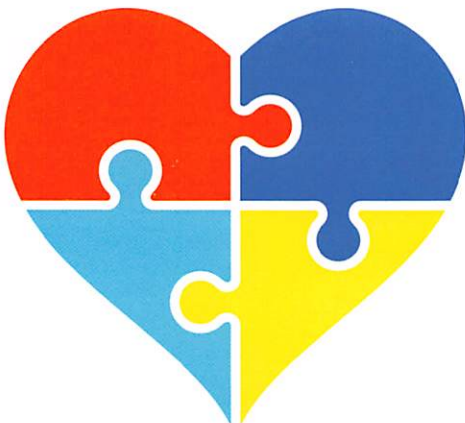


THE
TRAIN DISPATCHER

MERRY CHRISTMAS AND HAPPY NEW YEAR!

Recently Ratified National Agreement Adds Autism Coverage to the National Health and Welfare Plan

Effective January 1, 2023 our members' dependents will now have autism spectrum disorder coverage. This has been a gap in coverage that the ATDA has for over a decade attempted to secure. However, each round of bargaining the Rail Carriers refused to add coverage to best treat this diagnosis in our most vulnerable population, our young children.



- In 2021, the CDC reported that approximately 1 in 44 children in the U.S. is diagnosed with an autism spectrum disorder (ASD), according to 2018 data.
- 1 in 27 boys identified with autism
- 1 in 116 girls identified with autism
- Boys are four times more likely to be diagnosed with autism than girls.
- Most children were still being diagnosed after age 4, though autism can be reliably diagnosed as early as age 2.
- 31% of children with ASD have an intellectual disability (intelligence quotient [IQ] <70), 25% are in the borderline range (IQ 71–85), and 44% have IQ scores in the average to above average range (i.e., IQ >85).
- Autism affects all ethnic and socioeconomic groups.
- Minority groups tend to be diagnosed later and less often.
- Early intervention affords the best opportunity to support healthy development and deliver benefits across the lifespan.
- There is no medical detection for autism.

Continued on page 4

Legal Notice – Dues

Article 2, Section 4(b) defines the national dues rate. Effective October 1, 2022, the national dues rate is \$112.85 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 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 \$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, 2022

ALASKA \$20.15	KEOLIS \$16.10	PanAm \$16.10
AMTRAK \$18.80	KIAMICHI \$10.35	PATH \$23.50
BNSF \$21.00	L&I \$11.55	SIRT \$18.85
BRC \$20.15	METRA \$18.50	SOO \$18.25
CONRAIL \$18.25	MRL \$19.75	SUNRAIL \$17.70
CSX – South \$25.00	NICTD \$14.75	TRA \$23.85
– East \$19.65	NJT-P \$19.95	TRE \$19.30
IHB \$21.15	NJT-TD \$19.95	TRI-RAIL \$19.45
KCS \$19.65	NS INT \$19.00	WC \$19.45

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 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

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4239 West 150th St
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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Director of Research

DAN LANIGAN
Accountant

AMBER DAVIS
Assistant to the President

From the President



As we enter the Holiday season, let me congratulate the newly elected System Committee Officers who will begin their terms on January 1, 2023. Many of the elected officers will also serve as delegates to the ATDA 34th General Assembly in Las

Vegas, scheduled for October 2023 at Caesars. In May 2023, we will be running elections for open delegate positions. The Constitution, Finance and Resolutions Committees will meet in August 2023 in Cleveland prior to the Convention and prepare their reports that will be presented to the delegates for consideration. The exact dates for our October convention will be announced early next year.

In 2022, many major events took place in the rail industry. President Biden established Presidential Emergency Board (PEB) 250 in July that made recommendations to avert a major nationwide rail strike and provided the framework for a National Agreement. The ATDA reached an agreement with the railroads' National Carriers Conference Committee (NCCC), based on the findings of PEB 250. Our members ratified this agreement that covered five (5) years with 22% in general wage increases (compounded to 24%), with full retroactive backpay to July 1, 2020, and five (5) \$1,000 recognition bonuses. In healthcare, a major improvement was added with coverage for Autism Spectrum Disorder. Hearing aid benefits increased from \$600 to \$2,000 and the age restriction was lifted on speech therapy. The cap on the 15% employee contribution was lifted and, effective January 1, 2023, members will be paying \$309.21 toward the cost of the monthly premium. The Carriers will pay \$2,061.39 (85%) of the monthly cost. This contract also provides an additional day off to be used as a vacation day or personal leave day.

We have also reached agreements on PATH, New Jersey Transit, Tri-Rail and the Trinity Railroad Train Dispatchers. We have a tentative

agreement with SIRT OA. We are in bargaining on Amtrak, New Jersey Transit River Line, Trinity T&E, Sun Rail, and CP Soo Line.

The Organization is negotiating two (2) implementing agreements based on filings with the Surface Transportation Board (STB) over the merger of two (2) Class I's, CP and KCS, and the acquisition of Pan Am Railways by CSXT. Montana Rail Link is terminating its lease agreement with BNSF and filed a petition with the STB on November 21. ATDA has reached agreements with both MRL and BNSF that will go into effect when BNSF takes over operation of the MRL.

In Arbitration, we handled several discipline and grievance claims. We were successful in a very important Scope case where the Carrier transferred the supervision of the territory to a Tower Operator that is work exclusively covered in our collective bargaining agreement. The Arbitrator ruled in our favor, and the Carrier was directed to return this work to our craft. Please take the time to read our summaries of awards of our most recent cases and "Status of Disputes" inside this newsletter.

In closing, it is with deep sadness and sorrow I must report the loss in October of Vice President Rory Broyles to a dreadful disease, ALS. You can read more about Rory in the enclosed tribute to his life and endless contributions to our union.

May this Holiday season bring joy and peace to all our members and their families with the coming year filled with good health and appreciation for those we cherish most in our lives. Until next time,

I remain,
Fraternally yours,

A handwritten signature in black ink that reads "Leo McCann". The signature is stylized with a large, looping "L" and a cursive "McCann".

Leo McCann
President

American Train Dispatchers Association

Continued from page 1

Beginning January 1, diagnosis and treatment of Autism Spectrum Disorder, ASD, will be without age or dollar limits. These benefits will include speech therapy, which previously was only covered until age 3, occupational and physical therapies, Applied Behavioral Analysis, ABA, and other medically appropriate intensive behavioral therapies.

Applied Behavioral Analysis services are:

- Focused on the treatment of core deficits of Autism Spectrum Disorder;
- Provided by a Board Certified Applied Behavioral Analyst (BCBA) or other qualified provider under the appropriate supervision; and
- Focused on treating maladaptive/ stereotypic behaviors that are posing danger to self, others and property, and impairment in daily functioning.

Services include the following:

- Diagnostic evaluations, assessment and treatment planning
- Treatment and/or procedures
- Medication management and other associated treatments
- Individual, family, and group therapy
- Provider-based case management services
- Crisis intervention



New ATDA Members

New Member	System Committee
Kingsley Akunor	NJT-TD Committee
Brian Almonte	Amtrak Committee
Cameron Blair	KCS Committee
Rachel Carew	Amtrak Committee
James Colteryahn	Sunrail Committee
James Colteryahn	Sunrail Committee
Manuel Crespo	SOO Committee
Benjamin Curtis	KCS Committee
Michael Damore	METRA, NIRC Committee
Brandon Dickerson	NS Integrated Committee
Caleb Duff	CSXT Committee
Michael Farrell	METRA, NIRC Committee
Caden Gore	CSXT Committee
Kamar Govan	Amtrak Committee
Lamont Green, Jr.	Amtrak Committee
Dustin Heinrichs	Alaska Committee
Gavin Jacobs	NJT-TD Committee
Evangeline Joynes	NJT-TD Committee
Fonzie Knott	CSXT Committee
Derek Lavallee	MBCR Committee
Joseph Malone Jr	Amtrak Committee
Austin Maple	Amtrak Committee
Robert Marshall	Amtrak Committee
Kaitlin McCliment	NS Integrated Committee
Tylar Mueller	SOO Committee
Brian Nowinski	METRA, NIRC Committee
John Oese	Amtrak Committee
James Reed	NS Integrated Committee
Aracely Reyes	METRA, NIRC Committee
Gabriel Ruffi	NJT-TD Committee
Patrick Stokes	Alaska Committee
Dale Taylor, Jr	CSXT Committee
James Thompson	NS Integrated Committee
Yashaun Vickers	Amtrak Committee
Gareth Young	CSXT Committee
James Zoladz	Amtrak Committee



No. 22-5

For Immediate Release
October 2022

Railroad Retirement Benefits to See Significant Rise in 2023

Most railroad retirement annuities, like social security benefits, will increase in January 2023 due to a rise in the Consumer Price Index (CPI) from the third quarter of 2021 to the corresponding period of the current year.

Cost-of-living increases are calculated in both the tier I and tier II portion of a railroad retirement annuity. Tier I benefits, like social security benefits, will increase by 8.7 percent, which is the percentage of the CPI rise. This is the largest increase since 1981, when it was 11.2 percent.

Tier II benefits will go up by 2.8 percent, which is 32.5 percent of the CPI increase. Vested dual benefit payments and supplemental annuities also paid by the Railroad Retirement Board (RRB) are not adjusted for the CPI change.

In January 2023, the average regular railroad retirement employee annuity will increase \$215 a month to \$3,344 and the average of combined benefits for an employee and spouse will increase \$304 a month to \$4,838. For those aged widow(er)s eligible for an increase, the average annuity will increase \$120 a month to \$1,691.

Widow(er)s whose annuities are being paid under the Railroad Retirement and Survivors' Improvement Act of 2001 will not receive annual cost-of-living adjustments until their annuity amount is exceeded by the amount that would have been paid under prior law, counting all interim cost-of-living increases otherwise payable. Some 49 percent of the widow(er)s on the RRB's rolls are being paid under the 2001 law.

If a railroad retirement or survivor annuitant also receives a social security or other government benefit, such as a public service pension, any cost-of-living increase in that benefit will offset the increased tier I benefit. However, tier II cost-of-living increases are not reduced by increases in other government benefits. If a widow(er) whose annuity is being paid under the 2001 law is also entitled to an increased governmental benefit, her or his railroad retirement survivor annuity may decrease.

In late December the RRB will mail notices to all annuitants providing a breakdown of the annuity rates payable to them in January 2023.

OBITUARIES

Rory R. Broyles, Vice President



January 26, 1965 –
October 26, 2022

On October 26, 2022, the ATDA lost Vice President Rory Broyles following his brief but valiant struggle with Amyotrophic Lateral Sclerosis or ALS.

Rory was born and resided in the Greater Pittsburgh, Pennsylvania area and was an avid fan of the Steelers, Penguins and even the Pittsburgh Pirates. In 1998 he began his railroad career as one of the last Train Dispatchers hired by the former Conrail, qualifying as a dispatcher on the Pittsburgh Division in March of 1999. Following the breakup of Conrail in June of that year, Rory subsequently became a Train Dispatcher for Conrail's successor, Norfolk Southern. Rory was first elected as General Chairman of the Norfolk Southern System Committee in 2007 and served in that capacity until his election as National Vice President in 2015.

As Vice President, Rory not only worked closely with the system committees he oversaw including Norfolk Southern, CSX, Soo Line,

and Wisconsin Central, but he also directly interacted with the majority of the ATDA's other General Chairmen in his roll as the head of the Arbitration Department. It was through Rory's passion for arbitration that he not only assisted many members through his efforts to overturn overly harsh disciplinary handling and protect our collective bargaining agreements, but he was always ever willing to provide counsel and mentor system committee officers in their writing and claim handling. Rory was a firm believer it was his duty as a union officer to help educate and guide others so that they were prepared to lead the organization tomorrow.

Rory worked tirelessly for not only the members of the ATDA but also the brothers and sisters of other labor organizations, and he was admired and respected by other labor unions, as well as his counterparts on the various railroads he worked with. Throughout his tenure as a union officer, Rory's unwavering dedication and support for organized labor was unparalleled and his endeavors will leave an indelible mark on the history of the Organization. While we have lost a close friend, brother, and labor leader, we will carry on in Rory's honor because he would have wanted nothing less.

Gilbert Bennett



Gilbert "Dean" Bennett, 89, of Hinton, West Virginia passed away June 26, 2022 at following a battle with amyotrophic lateral sclerosis, ALS. Born June 3, 1933 in Hinton and

graduated in 1951 from Hinton High School. He worked as a Telegraph Operator for C&O Railroad in Hinton, until 1955, before moving to Tucson, Arizona where he picked up his seniority with the Southern Pacific Railroad. In 1963 he became a Train Dispatcher subsequently a

Local and General Chairman before rising to National Vice President of the American Train Dispatchers Association. Dean retired in 1995. Preceded in death by his first wife, Phyllis A. Maddux Bennett; siblings, Atlee "Abe" Bennett, Nathan "Nate" Bennett, Doris Hamrick, Delmar "Demp" Bennett, Leola "Sis" Wiseman, and Arthur "Poob" Bennett. Those left to cherish his memory include his wife, Janice A. Mann; two children, Patricia "Patti" Greenleaf and Robert Dean Bennett and wife, Alice M.; three grandchildren, Bernadette Marie McGee, Clayton A. Bennett, and Adam C. Bennett; and nine great-grandchildren.

2022 Triennial Election Results For Each System Committee

Amtrak System Committee

General Chairman, Barry Cross

System Treasurer, Roger Dail

Vice General Chairman, Jessica Veltri

Local Chairman - Power Director (Boston),
Michael Nordin

Local Chairman - Power Director (New York),
Michael L. DePue

Local Chairman - Power Director (Wilmington),
Michael DiCampello

Local Chairman - Train Dispatcher (Boston),
Timothy Jackson

Local Chairman - Train Dispatcher (New York),
Matt O'Connor

Local Chairman - Load Dispatcher (Philadelphia),
Alan Taylor

Belt Railway System Committee

General Chairman, Bruce West

BNSF System Committee

General Chairman, David Ursini

System Treasurer/Vice General Chairman,
Kevin Ketcham

Vice General Chairman (Fort Worth), Hector Bas

Vice General Chairman (Fort Worth), Joe Calderon

Vice General Chairman (Fort Worth), Joseph Chandler

Vice General Chairman (Fort Worth), Allison Dooley

Vice General Chairman (Fort Worth), Corey R. Keller

Vice General Chairman (Fort Worth), Dave McCall

Vice General Chairman (Fort Worth), Jessica Stone

Vice General Chairman (Fort Worth), Jennifer Torres

Vice General Chairman (Fort Worth), Chris Whitt

Vice General Chairman (San Bernardino),
Randy Prescott

CSXT System Committee

General Chairman, Colin Thurman

System Treasurer/Vice General Chairman,
Edward Kerns

Vice General Chairman/Local Chairman (Albany),
Edward Hague

Vice General Chairman/Local Chairman
(Atlanta), Ben Craft

Vice General Chairman/Local Chairman
(Baltimore), Donald Miller

Vice General Chairman/Local Chairman
(Chicago), Danny Hayworth

Vice General Chairman/Local Chairman
(Florence), Paul Young

Vice General Chairman/Local Chairman
(Jacksonville), Cory Charles

Vice General Chairman/Local Chairman
(Louisville), Bill Sikes

Vice General Chairman/Local Chairman
(Nashville), Matt Stewart

Vice General Chairman/Local Chairman
(Indianapolis), Lacrecha L. Taborn

Conrail System Committee

General Chairman, Keith Kajkowski

System Treasurer, Steven Hufschmidt

Vice General Chairman, Andrew Richards

IHB System Committee

General Chairman, Jordan Snoderly

System Treasurer/Local Chairman, Chad Malinovsky

KCS System Committee

General Chairman, August Miles

Kiamichi System Committee

General Chairman, Andy Brewer

System Treasurer, Chase Collins

Local Chairman - MOW, Steven Smith

Local Chairman - TYE, Cosman Jones

Kiamichi System Committee

General Chairman, Andy Brewer

System Treasurer, Chase Collins

Local Chairman - MOW, Steven Smith

Local Chairman - TYE, Cosman Jones

L&I System Committee

General Chairman, Solomon Williams

System Treasurer, Rick Nauch

MBCR System Committee

General Chairman, Ed Kadlick
System Treasurer/Vice General Chairman,
Sarah Gouthro
Local Chairman (Keolis South), Jennifer Brady
Local Chairman (PanAm), Jonathan Hill

Metra System Committee

General Chairman, Chad Looby

MRL System Committee

General Chairman, Kindralyn Farnes
Local Chairman - Train Dispatchers, Tony La
Local Chairman - Yardmasters (Missoula),
Mary Knapp

New Jersey Power Supervisors System Committee

General Chairman, Rich Driz
System Treasurer, Charles Jenner

New Jersey Train Dispatchers System Committee

General Chairman, Jared Eagle
System Treasurer, Eric Burczynski
Local Chairman, Ryan Holmgren

Norfolk Southern Integrated System Committee

General Chairman, Nick Serrano
System Treasurer/Vice General Chairman,
Craig Duncan
Vice General Chairman, Brandon S. Alicie
Vice General Chairman, Theodore Daniels
Vice General Chairman, Jim Rubert
Vice General Chairman, Gemond Smith
Vice General Chairman, Shanana O. Williams

PATH System Committee

General Chairman, Ronnie Anderson
System Treasurer, Dain Yurechko
Vice General Chairman, Tasheen Teague

SIRT System Committee

General Chairman, Michael Cummings

SOO System Committee

General Chairman, Jesse Kottner
System Treasurer/Vice General Chairman,
Howard Spokane
Local Chairman, Nathan Atkins

Sunrail System Committee

General Chairman, Tracy Bainum
System Treasurer, Stacy Fournier

TRE Committee

General Chairman, Jason Corley

Tri-Rail System Committee

General Chairman, Erica Ray
System Treasurer/Vice General Chairman,
Lorena Galdamez

TRAA System Committee

General Chairman, Christopher Calhoun

WC System Committee

General Chairman, Timothy D. Evans
System Treasurer, Alex Sanchez
Vice General Chairman/Local Chairman,
Anthony R. Caturano
Vice General Chairman/Local Chairman, Rey Gonzalez

RETIREMENT

Bruce J. Hattemer

Brother Bruce Hattemer retired from the Canadian National on September 8, 2022, after more than 54 years on the railroad. Bruce began his railroad career with the Illinois Central Railroad as a Yard Clerk in Chicago on May 28, 1968, then became a leverman at Randolph Street, in downtown Chicago in 1970. He was promoted to Train Director in 1975. On July 30, 1992 he was promoted to Train Dispatcher until he retired. Congratulations and best wishes in retirement!



PLB No. 7578 Case No. 14, Arbitrator Newman – METRA

Scope Violation

Claim on behalf of multiple Claimants for a violation of Scope rule, Article 1(b), item 2, and Article 1(g) of the Train Dispatcher's Agreement. This case involves a section of track in Chicago owned by Metra and dispatched by Canadian Pacific Train Dispatchers under a 1985 trackage rights agreement. The location in question was controlled by a Tower Operator at Tower A2, under the direction of the CP Train Dispatcher. The Carriers entered into an agreement giving sole authority for issuing track authorities for the track between Tower A2 and Tower A3 to Metra's A2 Tower Operator (Train Director). The A2 Tower Operator would no longer be under the supervision any Train Dispatcher. The Organization filed a claim alleging a violation of the Metra Train Dispatchers Agreement Scope Article 1(b) item 2 and 1(g) which requires that a train dispatcher have complete authority over the direction of all train movements, as their primary responsibility is the movement of trains by train order or otherwise, or the supervision of forces handling train orders, including in areas operated by Centralized Traffic Control (CTC) machines. The Arbitrator ruled in favor of the Organization, stating when the Carrier assumed control over the section of joint track between Towers A2 and A3, it was not permitted by the provisions of the Scope Rule to transfer dispatching away from Train Dispatchers. The Board determined that the Carrier violated Rule 1 of the Agreement and that the claimed work belonged to the Train Dispatchers craft. The Arbitrator denied the monetary portion of the claim due to the de minimus nature of the work and directed the Carrier to return the supervision of this territory to the Train Dispatcher's craft within sixty (60) days of the date of the award.

Claim sustained on the merits.

PLB No. 7299 Case No. 38, Arbitrator Phillips – Norfolk Southern

Incorrect direction of train on track authority.

The Claimant was dismissed from service when he issued a track authority to a Roadway Worker in Charge (RWIC0, which included the wrong direction of a train that Roadway Worker was authorized to follow. A roadway worker noticed the error, and it was brought to the attention of the Claimant, a new

track authority was issued and the Claimant notified supervision and accepted responsibility. The Board found that it was the Claimant's responsibility to include the proper direction of the locomotive when issuing the track authority, and it was undisputed that he did not do so. The Board then turned to the assessment of discipline, noting that the Claimant's discipline record contained numerous entries for serious violations, including a prior dismissal and subsequent leniency reinstatement. In light of those circumstances, the Board could not find that the Carrier's assessment of dismissal was an abuse of discretion.

Claim denied.

PLB No. 7299 Case No. 39, Arbitrator Phillips – Norfolk Southern

Sleeping while on duty and refusal to take drug and alcohol test.

The Claimant was training on 3rd shift in the Network Operations Center. At approximately 12:01 AM, two managers witnessed the Claimant with his eyes closed. After observing him for a short period, and calling to him, they wakened him and informed him that he had been observed sleeping, to which the Claimant admitted. The Claimant was relieved from service was told to sign out and leave. As the Claimant was signing out, the Carrier informed him that he would be required to take a drug and alcohol test. The Claimant had asked one of the managers whether he could stay to complete his shift, but was told that he could not and he had to leave. The Claimant then left the property as instructed. A short time later, the 2nd manager came to find the Claimant for the drug test and found he was not present. A call was placed to the Claimant who answered that he had left as instructed. When the Claimant was informed that he needed to submit to drug and alcohol testing, the Claimant said he would return to the office as soon as he could, but that he was stuck in traffic due to a serious accident. The Board found that the charge of sleeping was proven but the charge of refusing a drug and alcohol test was inconclusive resulting from confusion over the instructions of the two (2) managers of what the claimant was actually required to do. Based on the unique circumstances of this case, the Claimant was returned to service with seniority unimpaired, but without back pay.

Claim sustained in part.

PLB No. 7299 Case No. 43, Arbitrator Phillips – Norfolk Southern

Failure to follow instructions to mark up or show cause for absence.

The Claimant had been on medical leave since October, 2019. The Claimant was directed on February 25, 2021 to mark up with the Carrier or show cause for his absence by providing a detailed statement from his treating health care provider documenting his inability to work. The Claimant failed to mark up nor provide the requested documentation within the specified time frame. After an investigation, the Claimant was dismissed from service. The Board found that the Carrier met its burden of proving the charges and found no reason to dispute the Carrier's assessment of the seriousness of the conduct in question.

Claim denied.

PLB 7644 Case No. 42, Arbitrator Darby – Wisconsin Central

Violation of Carrier's Attendance Guidelines.

The Claimant marked off on November 28, 2020, November 29, 2020, January 5, 2021, and January 31, 2021 and was cited for a violation of the Carrier's Attendance Guidelines. The Claimant was found to have violated the Carrier's Attendance Guidelines and assessed a 20-day suspension. The Board found that although the Claimant was in violation of the Carrier's Attendance Guidelines, the Carrier's decision to impose a 20-day suspension could not be sustained, as the record did not show that the Claimant had two prior Level 1 violations to warrant such a suspension as set forth in the Carrier's discipline policy. The Board noted that the Claimant only had one Level 1 violation, and therefore the appropriate penalty according to the policy was a five-day suspension. Therefore, the discipline was reduced to a five-day suspension.

Claim sustained in part – discipline reduced.

PLB 7494 Case No. 144, Arbitrator Phillips – CSX

Electronic Device use.

The Claimant was dismissed from service for allegedly watching a video/movie on his cell phone at his dispatching console. Claimant asserted that he was not using a cell phone but in fact was using a mirror to perform personal grooming on his nose and mustache. The Board found, "no basis on which to overturn the hearing officer's determination that the manager's testimony was more credible than Claimant's somewhat unusual denial. The fact that the finding of guilt was based on the testimony of only one witness does not require a different conclusion, as credibility determinations involving conflicting testimony are not unusual, even in forums where the burden of proof is higher than what is applicable here." The Board also found that based on the Claimant's prior disciplinary history, including a recent leniency reinstatement, the ultimate penalty of dismissal was justified.

Claim denied.

PLB 7494 Case No. 145, Arbitrator Phillips – CSX

Failure to instruct a crew to place a dual control switch in hand operation.

The Claimant was assessed a time-served (17 day) suspension for allegedly failing to instruct a crew to place an out of correspondence switch into "hand" resulting in a derailment. The Board found that the Carrier failed to establish that the switch was indicating out of correspondence on the claimant's CADS display (conflicting data called into question during the investigation could not be explained by the charging officer who admitted he had not been trained on how to read backflow data), and the Carrier failed to establish that the derailment was a result of an out of correspondence switch.

Claim Sustained.

PLB 7494 Case No. 147, Arbitrator Phillips – CSX

Non-clearing train meet.

The Claimant was assessed a five-day suspension for allegedly causing a non-clearing meet on an adjacent train dispatcher's territory. The Board found that the Carrier failed to provide substantial evidence to support the assessment of discipline, particularly given the fact that the dispatcher on the adjacent desk signed a waiver accepting responsibility for the incident, admitted that he caused the non-clearing meet because he mistook the length of the train that was already on his territory for that of another train, and that even if the Claimant had directly communicated with him about the meet, the outcome would not have been different.

Claim sustained.

PLB 7494 Case No. 149, Arbitrator Phillips – CSX

Signal Dropped on approaching train.

The Claimant was assessed a time served (17 day) suspension for dropping a previously cleared signal on an approaching train. The Board determined that the Claimant was treated differently from other dispatchers with identical violations during the prior 6 months when it assessed the Claimant discipline under a major violation, but other dispatchers were assessed discipline in accordance with a minor/serious violation. Additionally, the Board found that the Claimant was improperly withheld from service based on the disciplinary provisions of the collective bargaining agreement. The Board reduced the discipline to a letter of reprimand in accordance with a minor/serious violation under the policy.

Claim Sustained in part – discipline reduced to a letter of reprimand.

PLB 7650 Case No. 76, Arbitrator Bell – CSX

Careless and neglectful when job was abandoned.

The Claimant was assessed a 37-day (time served) suspension when she allegedly abandoned her job and was careless and neglectful when doing so, a serious rule violation. The Board first determined, based on the record presented, that it could not find that what occurred on the day in question was an actual job abandonment and therefore dismissed the most serious charge. The Board then addressed whether the Claimant was careless or neglectful of her duties. The Board determined that the Carrier met its burden of proof that the Claimant failed to respond (approve or deny) 39 out of 51 track authority requests, contrary to instructions that required either approval or denial of requests. The Board noted that the Claimant offered no justification or explanation for her inaction. The Board determined that the outstanding violation fits in the Carrier's "non-major" category, and given the Claimant's discipline history, a violation such as this warranted a one-day suspension.

Claim sustained in part – discipline reduced to a one-day suspension.

PLB No. 7644 Case No. 41, Arbitrator Darby – WC

Failure to protect road crossing.

The Claimant was assessed a 45-day suspension for alleged failure to protect all tracks at a road crossing, after a train crew reported that they observed a flashing bungalow light on the road crossing equipment control bungalow. The Claimant told the crew that he would report it and entered a tag (blocking device) in the system to protect the main track. However, at the investigation, it was brought forth that the Claimant failed to protect the siding at the same location. The Board concluded that the Claimant violated rules for the protection of road crossings. The Board found that the Claimant was responsible for ensuring that both the main track and the siding were protected and that the discipline assessed was in line with the Carrier's discipline policy, considering the Claimant's past work record.

Claim denied.

STATUS OF DISPUTES

Docket	Carrier	Claimant	Subject	Status
PLB-7644-41	WC	M. Fasel	Discipline	Denied by Arb. Darby on October 5, 2022
PLB-7644-42	WC	K. Gebhardt	Discipline	Sustained in part by Arb. Darby on October 5, 2022
PLB-7520-16	AMTK	V. Boney	Discipline	Denied - 6/7/2022 - Arb. Bierig
PLB-7520-17	AMTK	P. Miller	Discipline	Denied - 6/7/2022 - Arb. Bierig
PLB-7769-4	Keolis	M. Simonson	Discipline	Sustained - 7/11/2022 - Arb. Simon
TD-210612	LIRC	S. Williams	Discipline	Denied by Arb. VanDagens on October 28, 2022
PLB-7578-14	Metra	Various	Scope	Sustained in part by Arb. Newman - on October 10, 2022
PLB-7578-15	Metra	A. Seals	GAD choice of assign.	Awaiting Decision
PLB-7578-16	Metra	F. Mohr	Special Agreement	Settled on property
PLB-7468-47	KCS	J. M. Sparks	Attendance	Sustained by Arb. VanDagens on October 26, 2022
PLB-7468-48	KCS	J. M. Sparks	Attendance	Sustained by Arb. VanDagens on October 26, 2022
PLB-7468-49	KCS	J. M. Sparks	Discipline	Sustained by Arb. VanDagens on October 26, 2022
PLB-7468-50	KCS	J. M. Sparks	Discipline	Denied by Arb. VanDagens on October 26, 2022
PLB-7650-69	CSX	K. Cunningham	Discipline	Denied by Arb. Bell on October 7, 2022
PLB-7650-70	CSX	A. Staten	Compensation	Settled on property
PLB-7650-71	CSX	J. C. Muller	Overtime	Settled on property
PLB-7650-72	CSX	H. L. Heilman	Overtime	Settled on property
PLB-7650-73	CSX	D. O. Markovsky	Compensation	Settled on property
PLB-7650-74	CSX	D. O. Markovsky	Discipline	Sustained by Arb. Bell on October 7, 2022
PLB-7650-75	CSX	A. T. Jones	Discipline	Denied by Arb. Bell on October 7, 2022
PLB-7650-76	CSX	L. D. Riley	Discipline	Sustained in part (discipline reduced) by Arb. Bell 10/7/2022
PLB-7299-38	NS	J. Jones	Discipline	Denied by Arb. Phillips on 10/20/22
PLB-7299-39	NS	J. Malcolm	Discipline	Sustained in part by Arb. Phillips on 10/20/22
PLB-7299-40	NS	M. L. Bush	Discipline	Sustained by Arb. Phillips on 10/20/22
PLB-7299-41	NS	T. T. Daniels	Discipline	Denied by Arb. Phillips on 10/20/22
PLB-7299-42	NS	C. K. Haynes	Discipline	Sustained in part by Arb. Phillips on 10/20/22
PLB-7299-43	NS	G. K. Parsley	Discipline	Denied by Arb. Phillips on 10/20/22
PLB-7299-44	NS	G. K. Parsley	Discipline	Denied by Arb. Phillips on 10/20/22
PLB-7299-45	NS	Various	Scope	Denied by Arb. Phillips on 10/20/22
PLB-7494-144	CSX	D. S. Fladland	Discipline	Denied by Arb. Phillips on 10/21/22
PLB-7494-145	CSX	D. McDaniels	Discipline	Sustained by Arb. Phillips on 10/21/22
PLB-7494-146	CSX	L. D. Riley	Discipline	Denied by Arb. Phillips on 10/21/22
PLB-7494-147	CSX	D. Markovsky	Discipline	Sustained by Arb. Phillips on 10/21/22
PLB-7494-148	CSX	D. Markovsky	Discipline	Denied by Arb. Phillips on 10/21/22
PLB-7494-149	CSX	J. Reddick	Discipline	Sustained in part (discipline reduced) by Arb. Phillips on 10/21/22

STATUS OF DISPUTES

Docket	Carrier	Claimant	Subject	Status
PLB-7644-43	WC	S. Truesdale	Discipline	Case heard on 11/16/22 - Awaiting decision
PLB-7644-44	WC	K. Jutkus	Discipline	Case heard on 11/16/22 - Awaiting decision
PLB-7644-45	WC	W. Adams	Overtime	Case settled on property
PLB-7644-46	WC	K. Gebhardt	Withheld from Service	Case heard on 11/16/22 - Awaiting decision
PLB-7644-47	WC	C. Plunk	Discipline	Case heard on 11/16/22 - Awaiting decision

PLB-7575-56	BNSF	D. O. Gilbranson	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/15/22
PLB-7575-57	BNSF	H. Kahan	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/15/22
PLB-7575-58	BNSF	H. Kahan	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/15/22
PLB-7575-59	BNSF	R. Humphries	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/15/22

PLB-7724-20	CP/ SOO	N. Atkins	Sick pay	Assigned to Arb. Hampton - Board scheduled for 12/6/22
PLB-7724-21	CP/ SOO	C. Ryder	Discipline	Assigned to Arb. Hampton - Board scheduled for 12/6/22
PLB-7724-22	CP/ SOO	J. J. Tatge	Discipline	Assigned to Arb. Hampton - Board scheduled for 12/6/22
PLB-7724-23	CP/ SOO	A. J. Cinbalnik	Discipline	Assigned to Arb. Hampton - Board scheduled for 12/6/22
PLB-7724-24	CP/ SOO	P. A. Tracy-Altier	Discipline	Assigned to Arb. Hampton - Board scheduled for 12/6/22
PLB-	CP/ SOO	Various	Scope	Case awaiting assignment to an Arbitrator

PLB-7468-51	KCS	T. Oakheart	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/8/22
PLB-7468-52	KCS	C. Penn	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/8/22
PLB-7468-53	KCS	D. Everett	Discipline	Assigned to Arb. VanDagens - Board scheduled for 12/8/22

PLB-7299-46	NS	K. Grant	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-47	NS	Z. S. Solman	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-48	NS	A. D. Essig	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-49	NS	R. C. Vannier	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-50	NS	R. C. Vannier	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-51	NS	R. P. Bishop	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-52	NS	C. Scott	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding
PLB-7299-53	NS	A. Shaw	Discipline	Assigned to Arb. Phillips - Awaiting NMB funding

PLB-	Conrail	T. Gardner	Discipline	Case awaiting assignment to an Arbitrator
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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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atda.org



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