

Tentative Agreement – Pan Am Railways/BMWED

Article 30 – Rates of Pay

- 2% GWI for all classification rates effective *September 1, 2020 (6 Months)*
- 2% GWI for all classification rates effective *September 1, 2021 (18 Months)*
- 2% GWI for all classification rates effective *September 1, 2022 (30 Months)*
- 2.75% GWI for all classification rates effective *September 1, 2023 (42 Months)*
- 2.75% GWI for all classification rates effective *September 1, 2024 (54 Months)*

Article 34 - Health and Welfare

March 1, 2022 (24 Months) – Amend Cap to \$250.00

Article 43 – Moratorium

*“Neither party to this agreement will serve notices to the other under Section 6 of the Railway Labor Act, as amended, prior to **September 1, 2024**, to be effective no sooner than **September 1, 2025**”*

Article 12. Leave of Absence

12.10 Leaves of Absence are not required when employees are unable to perform service due to a bona fide sickness or injury. Employees must establish the presence of the bona fide sickness or injury with the Carrier within **seven (7)** days from the first day the employee marks off, by providing the Carrier’s Human Resources Department with certification of the bona fide sickness or injury from a licensed medical provider, **unless the employee provides satisfactory evidence that failure to provide such documentation was due to conditions beyond the employee’s control, in which case the employee will comply as soon as possible. Upon request by the Carrier, via Certified Mail, with a copy provided to the General Chairman, employees are required to provide** the Carrier’s Human Resources Department with an update(s), consisting of additional certification from a licensed medical provider, establishing the continued presence of the condition. A licensed medical provider retained by the Carrier may review any certification provided by the employee’s licensed medical provider, in order to confirm the presence of the bona fide sickness or injury. Failure to comply with any part of this paragraph 12.10 of the Agreement will result in the employee’s forfeiture of seniority. **[Note: FMLA leave is governed by Federal statute, not the terms of this Article 12]**

Article 27

Amend Article 27.13 as follows:

September 1, 2020	\$53.50
September 1, 2021	\$54.50
September 1, 2022	\$55.50
September 1, 2023	\$56.50
September 1, 2024	\$57.50
September 1, 2025	\$58.50

Eliminate asterisks language for \$1.25 daily for water

27.15 Change time period to "...a maximum of **ten (10)** days..."

- Eliminate the language in Q2/A2

Article 28 – Tools (WER) - Provide Increases to the Tool Allowance (WER) as follows:

2020	\$325.00
2021	\$325.00
2022	\$330.00
2023	\$335.00
2024	\$340.00

Article 29 – Tools (B&B) Provide Increases in the Tool Allowance (B&B) as follows:

2020	\$190.00
2021	\$190.00
2022	\$195.00
2023	\$200.00
2024	\$205.00

Article 32 – Headquarter Points – Amend “b” to read as follows:

*“...At the designated headquarter points, the Carrier will provide lockers, washing and toilet facilities, **filtered, spring or purified potable water**, adequate heating and lighting, table and seating...” -*

Article 37.7 – Amend to read as follows:

Employees hired prior to January 1, 2009 **may be** subject to force promotion under Article 35 of this Agreement, to other than daytime positions **for up to thirty (30) Calendar Days**. Employees hired after January 1, 2009, may be force promoted to any position, in accordance with Article 3S of this Agreement.

Appendix A Maps

Agree to move Line between Seniority Zones 9 & 10 from MP 386 to MP 415

Agree to include Worcester Main Line into Zone 6

Pan Am Railways Certification of Bona Fide Sickness/Injury Form

This completed form must be Faxed to 978-663-1213 or emailed to BFSIForm@panam.com

Provider Name: _____ Professional Designation: _____

Practice Name: _____ Practice Phone No: _____

Practice Fax: _____ Provider Email: _____

Patient Name: _____ Patient (Employee) Audit No. _____

Does Patient currently suffer from a bona fide Sickness/Injury? YES ___ NO ___

Date of onset or diagnosis of Sickness/Injury: _____

Anticipated duration of Sickness/Injury: _____ If duration unknown, indicate so here: _____

Date of initial visit/treatment pertaining to the Sickness/Injury: _____

Date of most recent visit/treatment pertaining to the Sickness/Injury: _____

Date of next scheduled appointment pertaining to the Sickness/Injury: _____

Provider signature: _____ Date: _____

Note to Provider: Completion of this form is necessary to ensure compliance with the following contract language contained in the employee's collective bargaining agreement.

12.10 Leaves of Absence are not required when employees are unable to perform service due to a bona fide sickness or injury. Employees must establish the presence of the bona fide sickness or injury with the Carrier within seven (7) days from the first day the employee marks off, by providing the Carrier's Human Resources Department (hereinafter "HR") with a completed Pan Am Railways Certification of Bona Fide Sickness/Injury Form (hereinafter "BFSIForm") from a licensed medical care provider (hereinafter "provider"), unless the employee provides satisfactory evidence that failure to provide the completed Form was due to conditions beyond the employee's control, in which case the employee will comply with this directive as soon as possible. Upon request by the Carrier, via Certified Mail, with a copy provided to the General Chairman, employees are required to promptly provide HR with updates consisting of additional completed BFSIForms from the provider, establishing the continued presence of the bona fide sickness or injury. A licensed medical care provider retained by the Carrier may review any documentation provided by the employee and/or the employee's provider, in order to confirm the presence of the bona fide sickness or injury. Failure to comply with any part of paragraph 12.10 of the Agreement will result in the employee's forfeiture of seniority. [It is understood that Article 12 does not alter any rights or responsibilities of the employees or the Carrier with respect to the FMLA. The FMLA is governed by Federal law and is administered in accordance with company policy, not the terms of this Article 12.]