

S. J. Swiatek - General Chairman  
C. D. Fluke - Secretary  
S. M. Dunbar - Vice Chairman



4707 College Blvd., Suite 108  
Leawood, Kansas 66211  
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November 20, 2019

**VIA UPS NEXT DAY AIR AND ELECTRONIC MAIL**

Mr. Robert S. Karov  
Vice President-Labor Relations  
BNSF Railway Company  
2600 Lou Menk Drive  
Fort Worth, TX 76131-2830

Notice under Section 156  
of Railway Labor Act

Dear Mr. Karov:

In accordance with the provisions of Section 6 of the Railway Labor Act, as amended, and, if applicable with the provisions of the existing agreements between BNSF Railway and SMART Transportation Division, and on behalf of any and all employees represented by this organization for which the signatory hereto is authorized to act, this is notice of an intended change in agreements affecting rates of pay, rules, or working conditions, to the extent indicated in Attachment "A", and to revise and supplement existing agreements pertaining to hospital, surgical, medical, and dental benefits, and group life insurance as provided under the Health and Welfare Plans applicable to employees represented by the SMART Transportation Division (NRC/UTU Plan GA-690100 and the National H&W Plan GA-23000), Early Retirement Plan (GA-46000), National Dental Plan benefits as provided under Aetna's contract policy (GP-12000), and the National Vision Plan provide under the EyeMed contract, to the extent indicated in Attachment "B", attached hereto and made part hereof. Full rights to amendment and/or supplementation in any form at any time are retained.

This notice is being served by other General Committees on other railroads on this date, and in accordance with the understanding between the SMART Transportation Division and the National Carriers' Conference Committee, this Committee is agreeable that the initial conference(s) on the property be waived, and that our respective national negotiating committees be authorized to represent the parties in the further handling of this matter.

In the event you are not agreeable to waiving conference on the property, please suggest a time and place for the beginning of conferences to discuss this notice as provided in the Railway Labor Act, as amended.

Sincerely,



Scott Swiatek  
General Chairperson  
SMART-Transportation Division

CONTRACTS COVERED BY THIS NOTICE  
(C) (T) (S)

CC: J.R. Ferguson, President-SMART Transportation Division

## **SMART TRANSPORTATION DIVISION ATTACHMENT "A"**

**November 20, 2019**

Except as otherwise provided herein, effective January 1, 2020, the existing rules, agreements, interpretations or practices, however established, shall be amended to provide as follows:

### **ITEM 1 – SERVICE SCALE**

- (a) Completely and permanently eliminate service scale/entry rates where such service scale exists.
- (b) Permanently restore dual arbitrary payments which were eliminated by the October 31, 1985, National Agreement.

### **ITEM 2 – WAGES**

- (a) Provide a series of General Wage Increases (GWIs) to become effective January 1, 2020, and every six (6) months thereafter, which shall be applied to all components, including but not limited to arbitraries, differentials, miscellaneous rates, special allowances, daily, weekly, and monthly guarantees based upon hourly or daily rates of pay, including those expressed in terms of miles, and overmiles.
- (b) Require carriers to pay retroactive pay, if necessary, to January 1, 2020. In addition, all retroactive wage adjustments will be made by separate check to the employee within thirty (30) days of ratification of the agreement.
- (c) An itemized statement detailing each employee's retroactive wage adjustment calculations will be provided to affected employees at the time of payment.
- (d) Provide for Cost-of Living Adjustments, (COLAs) in addition to GWIs, every six (6) months.
- (e) Signing bonus of five thousand dollars (\$5,000.00) to be paid within thirty (30) days of ratification of the agreement.
- (f) Annual year-end bonus/profit sharing/stock options, to be paid by December 1 of each calendar year.

### **ITEM 3 – EMPLOYEE CERTIFICATION AND MAKE-WHOLE PAYMENT**

- (a) Increase the daily compensation for service requiring certification to twenty dollars, (\$20.00) subject to all future GWIs and/or COLAs.
- (b) Provide payment for all time lost and expenses incurred in connection with any required periodic qualification or re-certification exams including, but not limited to, required regulatory documents (passports, enhanced drivers' license, TWIC card, etc.), written examinations, re-qualification rides, physicals, sleep studies, hearing tests, vision acuity tests, and any other examinations required by the carrier or statute.
- (c) Certification pay to be paid to all employees holding such certification, regardless of the craft in which service is performed.
- (d) Hazard pay equal to 10% of total earnings per tour of duty for operating a Key Train or High Threat Urban Area train.

#### **ITEM 4 – TECHNOLOGY**

- (a) Technology compensation of twenty-five dollars (\$25.00) per day for required utilization of all in-cab and handheld reporting devices, subject to all future GWIs and/or COLAs.

#### **ITEM 5 – SHIFT AND WEEKEND DIFFERENTIAL**

- (a) Provide additional compensation for employees performing service or deadheading in all classes of road, yard, and passenger service on nights, weekends, or holidays.
- (b) Such pay differentials shall be subject to all future GWIs and COLAs.

#### **ITEM 6 – RSIA**

- (a) Employees will be made-whole for pay purposes up to 276 hours and/or any limbo time when held in due to RSIA.
- (b) Employees observing federally mandated rest periods in accordance with monthly service or consecutive day limitations will not be considered unavailable for any reason.

#### **ITEM 7 – FATIGUE ABATEMENT**

- (a) Establish additional rest opportunities and the ability to mark off for family needs, visits to a primary care physician, and emergencies related to quality of life, without penalty.
- (b) Require the carriers to provide accurate train line-ups for more predictability of on-duty time.
- (c) Require the carriers to provide a ten (10) hour advance call time to all employees working in unassigned service.

#### **ITEM 8 – TRAINING**

- (a) Amend the pertinent provisions of the 1972 Manning Agreement to provide for the same basis of pay applicable to any craft represented by the SMART-TD on the assignment on which they are training, unless otherwise provided for at a higher rate of pay.
- (b) Any required qualification, re-qualification, and/or familiarization trips will be compensated as if the employee was performing service in any craft represented by the SMART-TD on the assignment, unless otherwise provided for at a higher rate of pay.
- (c) Each employee assigned to a crew utilized by the carrier to provide training, instruction, familiarization trips, or similar mentoring in connection with their regular or extra board assignment shall be provided payment in the amount of four (4) hours at the applicable rate, in addition to all earnings of the assignment.
- (d) Establish a rule to require all training to be performed by a conductor mentor or peer trainer designated by the Organization, where such rule does not exist.
- (e) Establish a voluntary bid system to allow employees to request selection for engineer training.

- (f) Eliminate the pertinent provisions of Article 13, Section 3, Paragraph 1, of the 1985 National Agreement, which contemplate fitness and other qualifications being equal.

#### **ITEM 9 – OVERTIME**

- (a) Provide compensation at the overtime rate after eight (8) hours on-duty for assignments with a mileage component, regardless of miles run and without reduction in pay for all miles run.
- (b) Provide overtime to all employees after twelve (12) hours on-duty for freight service runs exceeding 195 miles.
- (c) Provide overtime to all employees in regular assigned service exceeding five (5) days per week, where rules do not currently provide for such overtime payment.
- (d) Provide overtime to all employees for service performed on assigned rest days, where rules do not currently provide for such overtime payment.
- (e) Include all service in operating crafts for overtime qualifying purposes.

#### **ITEM 10 – MEAL PERIODS, MEAL ALLOWANCES, AND HELD-AWAY PAY**

- (a) Allow a rate equal to the IRS rate for all away from home meals per calendar day (currently \$66.00).
- (b) Employees shall continue to be compensated until they receive a room at the away-from-home terminal lodging facility.
- (c) Held-away pay will begin at the expiration of required legal rest, and will be paid continuously until the return train departs the away-from-home terminal, or if deadheaded, until the conveyance by which deadheaded departs the away-from-home terminal.
- (d) Increase yard meal period from twenty (20) minutes to one (1) hour with no reduction in pay. Such meal period must begin after four-and-one-half (4 ½) hours on-duty, and be completed before six (6) hours on-duty. If such meal period is not granted as outlined herein, the employee will be allowed an additional day's pay at the rate of the assignment.
- (e) Establish a standard for eating facilities for yard and other assigned crews.
- (f) Increase ID meal allowance on freight runs to twelve dollars and fifty cents, (\$12.50) subject to all future GWIs and COLAs.

#### **ITEM 11 – REMOTE CONTROL COMPENSATION**

- (a) Increase RCO pay from forty-six (46) minutes to three (3) hours.
- (b) Provide eight (8) hours of pay for conversion of remote control to conventional operation.

#### **ITEM 12 – 401K PLAN**

- (a) Establish an employer-contribution 401k Plan, with matching employee contributions. This 401k Plan shall be in addition to any other plan currently available.
- (b) The fees associated with this plan will be the responsibility of the carriers.

### **ITEM 13 – VACATIONS**

- (a) Reduce the number of years necessary to qualify for a vacation and increase the total number of vacation weeks, as follows:
  - One (1) year of service provides two (2) weeks.
  - Five (5) years of service provides three (3) weeks.
  - Ten (10) years of service provides four (4) weeks.
  - Fifteen (15) years of service provides five (5) weeks.
  - Twenty (20) years of service provides six (6) weeks.
  - Twenty-five (25) years of service provides seven (7) weeks.
- (b) Allow up to three (3) weeks of floating vacation per year.
- (c) Allow all vacation weeks to be taken in single day increments.
- (d) Provide guaranteed availability of pre-arranged compensated time off.
- (e) Permit employees to split all week-long vacation periods to which he/she is entitled.
- (f) Increase the number of days credited towards vacation qualifications for days on an extra list and performing no service.
- (g) Increase the number of days absent or unable to perform service due to an on-duty injury.
- (h) Allow credit towards vacation qualifications for days absent from and unable to perform service due to an off-duty illness or injury.
- (i) Allow credit towards vacation qualifications for each day required to observe federally mandated rest periods in accordance with monthly service or consecutive day limitations.
- (j) Employees who do not accrue the required days for full vacation entitlement shall have vacation entitlement pro-rated, based on actual qualifying days accrued in the previous calendar year.
- (k) Recognize that compensated service days of employees transferring to train and engine service crafts from non-train and engine service crafts will be used in determining previous year qualifying days and accumulated qualifying days.
- (l) Employees absent during the vacation bid period due to an approved leave of absence, disciplinary reinstatement, or military leave, will be allowed to, upon return to service, bid any vacation earned in accordance with the National Vacation Agreement.

### **ITEM 14 – HOLIDAYS AND PERSONAL LEAVE DAYS**

- (a) Increase the number of paid holidays to include Martin Luther King's birthday, Mother's Day, Father's Day, Halloween, and Veteran's Day.

- (b) Pay time and one-half to employees who are not currently covered under the National Holiday Rule for working on a holiday.
- (c) Holiday pay for all assignments not currently covered under the National Agreement.
- (d) Change the allotment of personal leave days to match the number of paid holidays. The employee may choose to either receive paid compensation for the holiday or waive holiday pay in lieu of an accrued personal day.
- (e) Allow unused personal leave days to be carried over to the subsequent calendar year without reduction in rate.

#### **ITEM 15 – SICK LEAVE**

- (a) Establish paid sick leave for all train and engine service employees, without censure or discipline.

#### **ITEM 16 – TRAUMA LEAVE AND MATERNITY LEAVE**

- (a) Provide for compensated trauma leave equal to 60% of employee's salary, and counseling, if requested.
- (b) Employees will have the option to take up to three (3) out of six (6) weeks of paid maternity leave. This would apply to both parents.

#### **ITEM 17 – OFF-TRACK VEHICLE AGREEMENT**

- (a) Amend the off-track vehicle agreement to provide for full reimbursement of lost wages.
- (b) Provide employees adequate uninsured and underinsured motorist/driver protection.

#### **ITEM 18 – BEREAVEMENT LEAVE**

- (a) Provide improvements in compensation and number of allowable days off for bereavement leave, to be taken within thirty (30) days from the date of death.
- (b) Expand the persons for whom such leave and compensation will be allowed to include domestic partners, step-parents, step-siblings, step-children, grandchildren, grandparents, and spouse's grandparents.

#### **ITEM 19 – LOCOMOTIVE STANDARDS**

- (a) Establish standards for the collection and use of any information or data captured by a recording device on a locomotive.
- (b) Provide uniform locomotive cab standards including, but not limited to: climate control, cleanliness, seating and cab equipment, and other such appropriate facilities to facilitate safe and efficient operations.
- (c) Require carriers to provide air ride or other suitable shock-absorbing seats on all locomotives.
- (d) Require carriers to provide functional air conditioning on all lead locomotives.

- (e) Require carriers to provide a working microwave on locomotives used in through freight service.
- (f) Require carriers to provide a working hot plate on locomotives used in through freight service.
- (g) Require carriers to provide a working coffee maker on locomotives used in through freight service.
- (h) Require carriers to provide a functioning toilet on all occupied locomotives used in yard or road service.
- (i) Establish a National Locomotive Cab Committee.

#### **ITEM 20 – JURY DUTY**

- (a) Provide that employees will be made-whole for all time lost as a result of being summoned for jury duty.

#### **ITEM 21 – LODGING**

- (a) Carrier-provided lodging, including meal allowances, for employees forced to a permanent vacancy more than 30 miles from their home terminal.
- (b) Establish minimum standards for away-from-home terminal lodging facilities and twenty-four (24) hour dining facilities, and provide suitable transportation to and from dining facilities.
- (c) Provide reverse lodging to employees, where applicable.
- (d) Provide individual lockers for all employees at away from home terminal/lodging facilities.

#### **ITEM 22 – DEADHEADING**

- (a) All deadheads to be paid at a basic day or trip rate, whichever is greater in all classes of service.
- (b) Eliminate two-tier pre/post 85 pay for deadheads.
- (c) Wait time pay on minute-by-minute basis for all time in excess of thirty (30) minutes spent waiting on carrier-provided transportation (paid in addition to regular service).
- (d) Provide that train crews will not be deadheaded via locomotives.

#### **ITEM 23 – EMPLOYMENT AND FURLOUGHS**

- (a) Eliminate Article XII of the 1985 UTU National Agreement in its entirety.
- (b) Provide carrier-subsidized vocational training for all furloughed employees.
- (c) Establish a rule requiring all railroads signatory to the National Agreement to give first employment consideration to qualified conductors who are furloughed from other signatory railroads. (If an individual is furloughed, he/she would be able to put their name on a list to be given first consideration for employment on other railroads.)

- (d) Guarantee a minimum of sixty (60) days of work and/or compensation for employees who are furloughed and called to return to work.
- (e) Employees holding train service seniority will be the first source of supply for establishing Yardmaster seniority. Such positions will be filled by the senior represented employee making application solely on a voluntary basis.

**ITEM 24 – PERSONAL PROTECTIVE EQUIPMENT**

- (a) Require carriers to provide all personal protective equipment.

**ITEM 25 – NEW HIRE PROCESS**

- (a) A SMART-TD designated officer will attend and contribute input for all crafts represented by such Organization during the carriers' hiring process.
- (b) Require carriers to provide a quarterly report of the total number of assignments/positions by terminal or district.
- (c) Require carriers to provide a monthly non-dues paying report to the General Chairperson(s).

**Savings Clause** – The above Notices, or any of them, or any part of them, shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect.



## **SMART TRANSPORTATION DIVISION YARDMASTER ISSUES**

**(In addition to those listed above)**

### **ITEM 26 – WAGES**

- (a) Provide a series of General Wage Increases (GWIs) to become effective January 1, 2020, and every six (6) months thereafter, which shall be applied to all components, including but not limited to arbitraries, differentials, miscellaneous rates, special allowances, daily, weekly, and monthly guarantees based upon hourly or daily rates of pay, including those expressed in terms of miles, and overmiles.
- (b) Require carriers to pay retroactive pay, if necessary, to January 1, 2020. In addition, all retroactive wage adjustments will be made by separate check to the employee within thirty (30) days of ratification of the agreement.
- (c) An itemized statement detailing each employee's retroactive wage adjustment calculations will be provided to affected employees at the time of payment.
- (d) Provide for Cost-of-Living Adjustments, (COLAs) in addition to GWIs, every six (6) months.
- (e) Signing bonus of five thousand dollars (\$5,000.00) to be paid within thirty (30) days of ratification of the agreement.
- (f) Annual year-end bonus/profit sharing/stock options, to be paid by December 1 of each calendar year.

### **ITEM 27 – YARDMASTER PROTECTION (SCOPE)**

- (a) The term "Yardmaster" as used in this agreement shall be construed to mean Yardmasters of all grades, including relief and extra, except footboard Yardmasters.
- (b) Yardmasters will have the exclusive right to instruct and supervise all train and engine service crews, regardless of carrier nomenclature or class of service, while they occupy other than main line trackage within their respective districts
- (c) The duties and responsibilities of Yardmasters shall include: supervision over employees directly engaged in the switching, blocking, classifying and handling of cars, trains and duties directly incidental thereto that are required of the Yardmaster in a territory as designated by the carrier and such other duties as assigned.
- (d) Yardmaster work cannot be transferred, consolidated, combined or centralized to any location outside the terminal, regardless of seniority districts, unless a demonstrative decline in volumes of cars in/out and a reduction of crews supervised to one (1) crew regardless of class of service. When Yardmaster work is transferred outside of the location, it will be done in accordance with the provisions of New York Dock. An incumbent on a position transferred and those that may fall out at the bottom will be automatically certified as adversely affected.
- (e) Other properly authorized representatives of the Company may, incidental to their other duties, perform duties performed by Yardmasters so long as such performance does not result in the elimination of a Yardmaster's position.

### **ITEM 28 – EXTRA BOARDS**

- (a) Establish and maintain a guaranteed extra boards at all terminals where there are regular assigned Yardmasters.

- (b) Guaranteed extra board Yardmasters will have two (2) assigned rest days designated by the carrier. Rest days do not need to be consecutive, however, the carrier will make every attempt to do so.

#### **ITEM 29 – YARDMASTER VACATIONS**

- (a) Reduce the number of years necessary to qualify for a vacation and increase the total number of vacation weeks, as follows:
- One (1) year of service provides two (2) weeks.
  - Five (5) years of service provides three (3) weeks.
  - Ten (10) years of service provides four (4) weeks.
  - Fifteen (15) years of service provides five (5) weeks.
  - Twenty (20) years of service provides six (6) weeks.
  - Twenty-five (25) years of service provides seven (7) weeks.
- (b) Apply 1/52 pay or a basic day (whichever is greater) to fall in line with the other crafts.
- (c) Recognize that compensated service days of employees transferring to Yardmaster service from all non-Yardmaster crafts will be used in determining previous year qualifying days and accumulated qualifying days.
- (d) Allow all vacation weeks to be taken in single day increments.
- (e) Employees who do not accrue the required days for full vacation entitlement shall have vacation entitlement pro-rated, based on actual qualifying days accrued in the previous calendar year.

#### **ITEM 30 – YARDMASTER PERSONAL LEAVE DAYS**

- (a) Change the allotment of personal leave days to match the number of paid holidays. Yardmasters may choose to either receive paid compensation for the holiday or waive holiday pay in lieu of an accrued personal day.
- (b) Allow Yardmasters to carryover any unused personal leave days to the subsequent calendar year.

#### **ITEM 31 – MEAL ALLOWANCE**

- (a) Provide Yardmasters an automatic arbitrary payment of one (1) hour of straight time, added to their daily wage, in lieu of taking their allotted meal period.

#### **ITEM 32 – DISPLACEMENTS**

- (a) Regular assigned Yardmasters that are displaced will bump a junior Yardmaster (per Applicable Agreement) where their seniority allows, or be placed on an unassigned extra board, and be allowed to flow back to his/her previous craft (if allowed by agreement) and will be required to protect all vacant Yardmaster positions.

#### **ITEM 33 – YARDMASTER JOB ABOLISHMENTS**

- (a) Require a time study of at least ten (10) days prior to the abolishment of Yardmaster positions. The General Chairperson or his/her designee, along with a duly authorized company official, will be present during such time study period.
- (b) Yardmasters shall be allowed a one-time system transfer if his/her terminal is shut down and there is no Yardmaster work being performed. The affected Yardmaster shall be placed at the bottom of the seniority roster.

#### **ITEM 34 – TRAINING ALLOWANCE**

- (a) Yardmasters will be compensated four (4) hours straight time pay while training any new Yardmaster, or when providing remedial training for Yardmasters.
- (b) Yardmasters will be compensated at their daily rate when familiarizing at a different location with a minimum of forty-five (45) starts.
- (c) Yardmasters who have not worked at a location for one (1) year will be afforded a minimum of forty-five (45) starts in order to refamiliarize at the new location. Additional compensated training shall be allowed as needed.

#### **ITEM 35 – SICK LEAVE**

- (a) Amend the Yardmaster Supplemental Sickness Plan to provide benefit payments beginning the first day of sickness.
- (b) Amend the Yardmaster Supplemental Sickness Plan to allow yardmasters who are on a military or government pension to be entitled to full Yardmaster sickness benefits when off due to illness or sickness with Trustmark Insurance.
- (c) Establish two (2) paid sick leave days per month for all Yardmaster employees, without censure or discipline.

#### **ITEM 36 – LIFE INSURANCE**

- (a) Increase the benefit under the Yardmasters' supplemental life insurance Policy to fifty thousand dollars (\$50,000.00) for active employees, and twenty thousand dollars (\$20,000.00) for retirees.

#### **ITEM 37 – SUPERVISION OF REMOTE CONTROL**

- (a) Yardmasters supervising crews that operate remote controlled equipment will be compensated an additional arbitrary payment of one (1) hour at straight time pay.

#### **ITEM 38 – BEREAVEMENT LEAVE**

- (a) Provide improvements in compensation and number of allowable days off for bereavement leave.
- (b) Expand the persons for whom such leave and compensation will be allowed to include domestic partners, step-parents, step-siblings, step-children, grandchildren, grandparents, and spouse's grandparents.

### **ITEM 39 – HOLIDAYS**

- (a) Increase the number of paid holidays to include Martin Luther King's birthday, Mother's Day, Father's Day, Halloween, and Veteran's Day.
- (b) Pay time and one-half to employees who are not currently covered under the National Holiday Rule for working on a holiday.
- (c) Holiday pay for all assignments not currently covered under the National Agreement.

### **ITEM 40 – MATERNITY LEAVE**

- (a) Yardmasters will have the option to take up to three (3) out of six (6) weeks of paid maternity leave. This would apply to both parents.

### **ITEM 41 – YARDMASTER TURNOVER TIME**

- (a) Increase turnover time to a guaranteed minimum of thirty (30) minutes.

### **ITEM 42 – 401K PLAN**

- (a) Establish an employer-contribution 401k Plan, with matching employee contributions of ten percent (10%). This 401k Plan shall be in addition to any other plan currently available.
- (b) The fees associated with this plan will be the responsibility of the carrier.

### **ITEM 43 – SERVICE SCALE**

- (a) Eliminate all rate progression when promoted to Yardmaster.

### **ITEM 44 – UNASSIGNED YARDMASTERS**

- (a) Unassigned Yardmasters with insufficient seniority to hold a regularly assigned Yardmaster position will be established only after a guaranteed extra board Yardmaster position is established.

### **ITEM 45 – YARDMASTER PROTECTION**

- (a) Yardmasters will remain at their respective location should they be forced to control another yard location.

### **ITEM 46 – SHIFT AND WEEKEND DIFFERENTIAL**

- (a) Provide weekend differential payment for Yardmasters working 1<sup>st</sup> shift.
- (b) Provide differential payment for all Yardmasters working 2<sup>nd</sup> shift.
- (c) Provide differential payment for all Yardmasters working 3<sup>rd</sup> shift.

(d) Such pay differentials shall be subject to all future GWIs and/or COLAs.

**ITEM 47 – JURY DUTY**

(a) Provide that Yardmasters will be made-whole for all time lost as a result of being called for jury duty.

**ITEM 48 – TECHNOLOGY**

(a) Provide technology payment for any current and future responsibilities that involve the use of handheld reporting devices or camera monitoring devices to perform Yardmaster duties at remote locations.

**ITEM 49 – NEW HIRE PROCESS**

(a) An officer designated by the Organization will attend and contribute input for all crafts represented by such Organization during the carriers' hiring process.

**Savings Clause** – The above Notices, or any of them, or any part of them, shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect.

**SMART TRANSPORTATION DIVISION ATTACHMENT “B”**  
**HEALTH & WELFARE**

November 20, 2019

**The NRC/UTU Health and Welfare Plan (GA-690100) and  
The Railroad Employees National Health and Welfare Plan (GA-23000)**

**ELIGIBILITY**

- (1) Provide extended benefit coverage to eligible dependents for one full calendar year following the death of a covered employee.
- (2) Provide extended coverage to furloughed employees for twelve (12) months following the month in which such employees last rendered compensated service or received vacation pay, provided the employer has transmitted at least three (3) monthly payments to the Plan on behalf of such employees prior to furlough. During such 12-month period, the furloughed employee shall be reported under “active” employee status.
- (3) Provide full Plan coverage to an employee who is suspended or dismissed from service, and to his eligible dependents, until final disposition of the matter under the Railway Labor Act. Until such final disposition, the employee shall be reported under “active” employee status.
- (4) Provide full Plan coverage to an employee who becomes disabled, and his dependents, until such time as the employee and/or spouse become eligible for Medicare and child dependents reach age 26.
- (5) Eliminate the seven (7) calendar days per month eligibility requirement (the so-called “7-day rule”) for benefit coverage under the health and welfare, dental and vision plans.
- (6) Dependents of employees on active military status will be provided full coverage for the length of a standard tour of duty plus 6 months.
- (7) Extend full coverage to step-grandchildren residing with an employee, and any other children placed with the employee by court order or related to the employee by blood and/or marriage.

**AUTISM SPECTRUM DISORDERS**

- (1) Provide services for Autism Spectrum Disorders without regard to age where benefits don't already exist.
- (2) The Plan shall provide coverage for the diagnosis of autism spectrum disorders and for the treatment of autism spectrum disorders to the extent that the assessment, diagnosis and treatment of autism spectrum disorders are not already covered by the Plan.
- (3) Treatment for autism spectrum disorders shall include, but is not limited to, the care prescribed, provided, or ordered for an individual diagnosed with an autism spectrum disorder by (a): a physician licensed to practice medicine, or (b): a certified, registered, or licensed health care professional with expertise in treating effects of autism spectrum disorders. Such coverage shall include but is not limited to: Applied Behavior Analysis Therapy, Speech Therapy, Social

Skills Therapy, Occupational Therapy, and Physical Therapy, Psychological, Psychiatric, and Pharmaceutical Care, and Diagnosis and Assessments.

- (4) Coverage for autism shall not be subject to any maximum benefits, nor subject to any limits on the number of visits to a service provider.

#### **PRESCRIPTION DRUG BENEFIT**

- (1) Prescription drug co-pays shall be as follows:

Retail:  
Generic - \$0  
Brand Name Formulary - \$5  
Brand Name Non-formulary - \$10

Mail Order:  
Generic - \$0  
Brand Name Formulary - \$10  
Brand Name Non-formulary - \$20

- (2) Increase the day's supply of medication at retail pharmacies to 30 days.
- (3) Eliminate dosage/quantity restriction limits where they exist for medications/therapy when the FDA has ruled the medication/therapy is appropriate for one or more medical conditions.

#### **COORDINATION OF BENEFITS**

- (1) Modify the Coordination of Benefits provisions to eliminate the so-called 'non-duplication' provisions and allow reimbursement up to 100% of allowable charges.
- (2) Modify the in-network benefits to eliminate copays, deductibles and coinsurance for two married railroad employees and their eligible dependents to allow reimbursement at 100% of allowable charges.

#### **REASONABLE AND CUSTOMARY DETERMINATIONS**

- (1) Increase the threshold for R&C determinations to the 95th percentile of data selected by the Plan.

#### **HEARING BENEFITS**

- (1) Provide an annual hearing benefit of \$4,000 for each covered person.

#### **BIRTH CONTROL/REVERSAL**

- (1) Provide coverage to males under the Plan for voluntary sterilization and/or reversal.

### **EMPLOYEE CONTRIBUTIONS**

- (1) Eliminate all employee cost-sharing contributions.

### **EMPLOYEE OPT-OUTS**

- (1) Increase payments to employees who opt-out of Plan coverage to \$250 per month.

### **DEPENDENT PREGNANCY**

- (1) Provide full coverage for pregnancies of female dependent children where benefits don't already exist.
- (2) Provide full coverage for new born children of female dependent children through age two (2) where benefits don't already exist.

### **SPEECH THERAPY**

- (1) Provide services to restore or improve speech for employees and all eligible dependents without regard to age where benefits don't already exist.

### **HOSPICE BENEFITS**

- (1) Increase the hospice benefits to reasonable and customary charges for each course of care.

### **REPATRIATION INSURANCE**

- (1) Provide medical evacuation and repatriation insurance to cover 100% of the cost for the transportation of a participant and or dependent(s) via air or ground ambulance from any location more than 100 miles from their home or from a foreign country to their home location or a medical facility within 30 miles thereof. Such coverage shall include bed-to-bed service; the cost of a medical escort; travel costs for dependent spouse and/or children; repatriation of mortal remains, including all transportation, logistical and legal arrangements in connection therewith; transportation of baggage and/or belongings back to the home of the participant/dependent; legal services arising in connection with medical situations.

### **HEALTH RISK ASSESSMENT INCENTIVE**

- (1) Establish an incentive payment of \$300 for the completion of a Health Risk Assessment as well as the completion of the corresponding bio metric screenings by an employee or dependent age 18 or over.



### **MANAGED MEDICAL CARE PROGRAM (MMCP)**

- (1) Reduce all existing co-payments under MMCP by \$5 per visit, including emergency room visits.
- (2) Reduce the in-network deductibles to \$100/individual and \$300/family.
- (3) Reduce annual in-network, out-of-pocket maximums to \$500/individual and \$1,000/family.
- (4) Provide out-of-network coverage where benefits don't already exist for: Immunizations and well-person physical benefits without annual caps to include annual routine physical exams, (including diagnostic testing and immunizations); well-woman visits (including breast examination and/or mammogram, pelvic examination and pap smear); child preventive care given in connection with routine pediatric care, (including immunizations for children as recommended by CDC). • Annual prostate cancer screening at no cost to the participant.
- (5) Eliminate the non-notification penalty under the Care Coordination/Medical Management Program for out-of-network services where required.
- (6) Provide for a combined annual patient maximum of \$500 cap for copays for chiropractic and physical therapy services.
- (7) If a participant's primary care physician, treating specialist or other provider, or preferred hospital or facility, terminates network participation due to a contract cancellation with the insurance company providing coverage to the participant, allow the participant to elect coverage under one of the other insurance carrier(s) in that market anytime during the year.

### **COMPREHENSIVE HEALTH CARE BENEFIT (CHCB)**

- (1) Provide 90/10 co-insurance under the CHCB plan.
- (2) Reduce the annual deductibles to \$100/individual and \$300/family.
- (3) Reduce annual out-of-pocket maximums to \$1,000/individual and \$2,000/ family.
- (4) Provide annual prostate cancer screening at no cost to the participant.
- (5) Eliminate the non-notification penalty under the Care Coordination/Medical Management Program.
- (6) Provide for a combined annual patient maximum of \$500 coinsurance for chiropractic and physical therapy services.

### **MANAGED MENTAL HEALTH AND SUBSTANCE ABUSE BENEFIT (MHSA)**

- (1) Reduce all in-network outpatient co-payments under MHSA for those under MMCP.
- (2) Eliminate the non-notification penalty for out-of-network services.

## LIFE/AD&D INSURANCE

- (1) Increase Active Employee Life Insurance to \$50,000.
- (2) Increase Retired Employee Life Insurance to \$20,000.
- (3) AD&D - increase coverage to the following:

### **TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS**

<b>COVERED LOSSES</b>	<b>BENEFIT AMOUNTS</b>
Life	\$50,000
A hand*	\$8,000
A foot*	\$8,000
Sight of an eye	\$8,000
Loss of more than one of the above in any one accident	\$16,000
Paralyzation	\$25,000

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut-off at/or above the wrist.

Loss of a foot means that all of the foot is cut-off at/or above the ankle.

\*Loss of a hand or foot shall also include the loss of use of a hand or foot even if the limb is still intact.

Paralyzation means the loss of use of the extremities of the body as a result of an accident, such as, but not limited to paraplegia, quadriplegia, or hemiplegia occurring from a traumatic brain injury.

Not more than \$50,000 will be paid for all covered losses caused by all injuries which are sustained in one accident.

## RAILROAD EMPLOYEES NATIONAL DENTAL PLAN (GP12000-A)

### **Eligibility**

- (1) Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated service.
- (2) Provide full Plan benefits to dependents on the same basis as those under the medical Plans, including but not limited to age 26, without regard to marital status, residence, or full-time student status.
- (3) Provide full Plan coverage to an employee and eligible dependent that is suspended or dismissed from service until final disposition under the Railway Labor Act.
- (4) Extend dental coverage for retirees and their eligible dependents until the employee reaches age 65 or becomes eligible for Medicare, whichever is the latter.

### **Benefits**

- (1) Eliminate the annual deductible.
- (2) Increase the annual maximum to \$4,000.
- (3) Increase Type B coverage to 100%.
- (4) Increase Type C coverage to 75%.
- (5) Increase orthodontia benefit to 75% with a maximum of \$4,000.
- (6) Provide orthodontia coverage to all employees and covered dependents regardless of age.
- (7) Eliminate the alternate treatment provisions of the Plan.

### **RAILROAD EMPLOYEES NATIONAL VISION PLAN**

#### **Network**

- (1) Provide full Plan benefits to new employees and eligible dependents on the first day of the month following the month in which such employees render compensated service.
- (2) Provide full Plan benefits to dependents on the same basis as those under the medical Plans, including but not limited to age 26, without regard to marital status, residence, or full-time student status.

#### **In-Network Benefits**

- (1) Increase the frame allowance to \$250 per calendar year.
- (2) Provide full coverage for the following options:
  - Scratch Coating
  - UV Protection
  - Anti-Reflective Coating
  - Photochromic Lenses
  - Progressive Lenses
- (3) Increase the allowance for contact lenses to \$250 per calendar year.
- (4) Provide full coverage for corrective eye surgery, including but not limited to laser eye surgery, to correct vision in one or both eyes.
- (5) Eliminate lens exclusions for oversized lenses.

## **HOSPITAL ASSOCIATIONS**

- (1) Amend the "Dues Offset Formula" to provide that Hospital Association dues offsets will be increased by the same percentage that Plan costs increase for a given year. Thereafter, adjustments, if any, shall be made annually on January 1st of each subsequent year.
- (2) The so-called pick-up and/or runout liability fees for any employees (or dependents, if applicable) transferring from Hospital Association Railroads to Non-Hospital Association Railroads and/or transferred from Non-Hospital Association Railroads to Hospital Association Railroads will be borne by the Railroads.
- (3) Disabled or Retired Hospital Association members whose coverage is disrupted for any reason other than non-payment of Association dues will be allowed to enroll in the Railroad Employees National Early Retirement Major Medical Benefit Plan (GA-46000) without penalty provided they would have met the eligibility requirements at the time they retired.
- (4) Treat Dependent Spouses covered as Employees under a Hospital Association Plan the same as two married railroad employees covered under the Plan who are not covered under a Hospital Association Plan.
- (5) Allow for coordination of benefits for employees and eligible dependents between the Hospital Association and the National Plan to provide for annual family deductibles and out-of-pocket amounts not to exceed those amounts agreed to under the National Agreement.

## **NATIONAL HEALTH LEGISLATION**

- (1) In the event that further national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, The Railroad Employees National Dental Plan and The Railroad Employees National Vision Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.
- (2) Should national health legislation repeal or eliminate any health care coverage or individuals provided under the Plan, such coverage and individuals will continue to be covered without regard to national legislation.

## **GENERAL**

- (1) The JPC shall be joint policyholders and will jointly participate in the selection of the insurance company or companies or other administrators required to administer all benefit Plans covering employees subject to this Agreement, shall jointly determine the plan benefits needed to meet the changing needs of the employees and otherwise jointly administer all of the Plans' activities. The Joint Plan Committee shall oversee and administer the Railroad Employees National Health and Welfare Plan, the Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Dental Plan, the Railroad Employees National Vision Care Plan, the various plans established to provide supplemental sickness benefits to

covered employees and any and all plans which may hereafter be developed or introduced to provide health and welfare benefits to active and retired employees and their eligible dependents.

- (2) Eliminate the exclusion of benefits for treatment by a family member who is otherwise a qualified provider, from any and all plans containing such exclusion.