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**Consolidated General Committee of Adjustment**

*Union Pacific Railroad Company  
(Eastern & Northwest Districts, former CNW Railway Co)  
Kyle Railroad, Nebraska Central Railroad,  
Portland Terminal Railroad & Wichita Terminal Assoc*

November 11, 2024

Maqui Parkerson  
Vice President  
Union Pacific Railroad Company  
1400 Douglas Street, Room 710  
Omaha, NE 68179

RE: NOTICE UNDER SECTION 156 OF RAILWAY LABOR ACT

Dear Ms. Parkerson:

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 Union Pacific Railroad 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 (SMART-TD 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 provided 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.

Please suggest a time and place for the beginning of on-property conferences to discuss this notice as provided in the Railway Labor Act, as amended.

Sincerely,

Luke Edington  
General Chairperson  
SMART Transportation Division

cc: J.R. Ferguson, President – SMART Transportation Division  
B.C Leonard, Vice President – SMART Transportation Division

## **SMART TRANSPORTATION DIVISION – GCA 953 – ATTACHMENT “A”**

**November 11, 2024**

Except as otherwise provided herein, effective January 1, 2025, 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, 2025, and every six (6) months thereafter, which shall be applied to all components, including but not limited to arbitrables, 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) Significant increase to hostler daily rates of pay, in addition to General Wage Increases and Cost-of Living Adjustments.
- (c) Significant increase to yard extra board guarantee rates.
- (d) Require carrier to pay retroactive pay, if necessary, to January 1, 2025. In addition, all retroactive wage adjustments will be made by separate check to the employee within thirty (30) days of ratification of the agreement.
- (e) An itemized statement detailing each employee's retroactive wage adjustment calculations will be provided to affected employees at the time of payment.
- (f) Provide Cost-of Living Adjustments, (COLAs) in addition to GWIs, every six (6) months.
- (g) Significant signing bonus to be paid within thirty (30) days of ratification of the agreement.
- (h) Significant 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) Significant increase to the daily compensation for service requiring certification, subject to all future GWIs and COLAs.
- (b) Certification pay to be paid to all employees holding such certification, regardless of the craft in which service is performed.

- (c) Provide payment of a basic day, or all time lost, whichever is greater, 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.
- (d) Hazard pay equal to a percentage of total earnings per tour of duty for handling any hazardous materials.
- (e) Create a compensation scale for trains of excessive length and/or weight that increase compensation for longer and/or heavier trains.

#### **ITEM 4 – TECHNOLOGY**

- (a) Percentage of total earnings per day for employees who are required to utilize communication devices and/or handheld reporting devices at any time during their assignment, subject to all future GWIs and/or COLAs.
- (b) The utilization of any future technology will be negotiated with SMART-TD prior to implementation.

#### **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.
- (c) Employees who are not rested for their assignment the following day will be made whole.

#### **ITEM 7 – FATIGUE ABATEMENT**

- (a) Expand upon or establish 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 towards pay nor be subject to discipline under any Carrier attendance policy.
- (b) Require the carrier to provide accurate train line-ups for more predictability of on and off duty time.



- (c) Require the carrier to provide a ten (10) hour advance call time to all employees working in unassigned service.

#### **ITEM 8 – TRAINING**

- (a) Amend the applicable training provisions to provide for the same basis of pay applicable to any craft represented by 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, in addition to any arbitrary or penalty payments, unless otherwise provided for at a higher rate of pay.
- (c) Any 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 a percentage of their daily earnings, in addition to all earnings of the assignment, unless otherwise provided for at a higher rate of pay.
- (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 already 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.
- (g) Establish rule requiring 180 days experience as a promoted conductor/foreman prior to obtaining RCL certification training.

#### **ITEM 9 – OVERTIME**

- (a) Provide compensation at the overtime rate after eight (8) hours on duty for all classes of service.
- (b) Provide overtime to all employees in regular assigned/unassigned service exceeding five (5) days per week, where rules do not currently provide for such overtime payment.
- (c) Provide overtime to all employees for service performed on assigned rest days, where rules do not currently provide for such overtime payment.

#### **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.
- (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 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 a meal period at the end of their shift and be compensated an additional day's pay at the rate of the assignment.
- (e) Establish a standard for indoor eating facilities for yard and other assigned crews that have full amenities.
- (f) Significant increase to ID meal allowances on freight runs, subject to all future GWIs and COLAs.

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

- (a) Significant increase to RCO pay, subject to future GWI's and COLA.
- (b) Provide basic day penalty to all employees on an RCL assignment who work conventional.

#### **ITEM 12 – 401K PLAN**

- (a) Establish a monthly employer-contribution 401k Plan, with matching employee contributions. This 401k Plan shall be in addition to any other plan currently available. Any costs and/or fees associated with this plan will be the responsibility of the carrier.

#### **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:
  - Less than (1) year of service provides one (1) week.
  - 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.
  - Thirty (30) years of service provides eight (8) weeks.
- (b) Allow a minimum of 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 entitled.

- (f) Eliminate vacation qualification provisions. Vacation provided based on years of service, irrespective of department or craft.
- (g) Employees absent for any reason during the vacation bid period 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, Juneteenth, and Veteran's Day.
- (b) Pay double time to employees who work on a holiday.
- (c) Eliminate qualification criteria for holiday pay.
- (d) Holiday pay for all assignments not currently covered under the National Agreement.
- (e) 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.
- (f) Allow unused personal leave days to be carried over to the subsequent calendar year without reduction in rate, with no limit on carried over days.

#### **ITEM 15 – SICK LEAVE**

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

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

- (a) Provide compensation for on-duty induced trauma leave, and counseling, if requested.
- (b) Employees will have the option to take up to 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 with 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 people for whom such leave and compensation will be allowed to include the modern family unit i.e. adoptive parent, adopted children, domestic partners, stepparents, stepsiblings, stepchildren, 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.
- (c) Require carrier to provide air ride or other suitable shock-absorbing seats on all locomotives.
- (d) Require carrier to provide functional heating and air conditioning on all locomotives.
- (e) Require carrier to provide a working microwave on locomotives used in through freight service.
- (f) Require carrier to provide a working hot plate on locomotives used in through freight service.
- (g) Require carrier to provide a working coffee maker on locomotives used in through freight service.
- (h) Require carrier to provide a functioning and clean toilet on all locomotives.
- (i) Establish a National Locomotive Cab Committee, at Carrier's expense.

#### **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, when requested.
- (d) Provide individual lockers for all employees at home and at away from home terminals.
- (e) Implementation of a joint lodging facility oversight committee, at Carrier expense.



#### **ITEM 22 – DEADHEADING**

- (a) All deadheads to be paid at a basic day or trip rate, whichever is greater in all classes of service, including outlying points and vacancies at outlying points.
- (b) 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).
- (c) Provide that train crews will not be deadheaded via locomotives or via bus.

#### **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, they would be able to put their name on a list to be given first consideration for employment on other railroads.) Such employees hired by a signatory railroad would retain their years of service for vacation and personal leave days purposes only.
- (d) Guarantee a minimum of sixty (60) days of work and/or compensation for furloughed employees who are recalled.
- (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 carrier to provide all personal protective equipment at no cost to the employee.

#### **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 carrier' hiring process.
- (b) Require carrier to provide a quarterly report of the total number of assignments/positions by terminal or district.
- (c) Require carrier to provide a monthly non-dues paying report to the General Chairperson(s).
- (d) Require carrier to provide all contact information for new hire employees to the General Chairperson(s).

#### **ITEM 26 – ATTENDANCE POLICY**

- (a) Eliminate all non-negotiated Carrier attendance/availability policies.

- (b) Establishment of rules and conditions governing attendance/availability shall be mutually agreed upon by the parties.

**ITEM 27 – BORROW OUTS**

- (a) Establish significant pay provisions, training and per-diem rates for employees who elect to borrow out, in addition to reimbursement for all travel expenses to and from a borrow out location.
- (b) Establish significant pay provisions for all employees working in seniority districts where borrow outs are utilized to supplement manpower needs.

**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 – GCA 953 – ATTACHMENT “B”**  
**HEALTH & WELFARE**

**November 11, 2024**

**The SMART-TD 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 surviving spouses and dependents until the end of the year following the year in which employees die.
- (2) Provide extended coverage to furloughed employees for twelve (12) months following the month in which they last rendered compensated service or received vacation pay.
- (3) Provide full coverage to employees who are suspended or dismissed from service, and to their eligible dependents, until final disposition of the matter under the Railway Labor Act. Until final disposition, such employees shall be reported under active employee status.
- (4) Provide full coverage to an employee who becomes disabled, and their 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.

**PRESCRIPTION DRUG BENEFIT**

- (1) Prescription drug co-pays shall be reduced significantly for retail and mail order.
- (2) Increase the days' supply of medication at retail pharmacies to ninety (90) 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 (currently 90%).

#### **HEARING BENEFITS**

- (1) Significant increase to annual hearing benefit for each covered person.

#### **FAMILY PLANNING AND FERTILITY TREATMENT**

- (1) Provide coverage to males under the Plan for voluntary sterilization.
- (2) Provide coverage for fertility treatment.

#### **EMPLOYEE CONTRIBUTIONS**

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

#### **EMPLOYEE OPT-OUTS**

- (1) Significantly increase payments to employees who opt-out of Plan coverage.

#### **TRAVEL BENEFITS FOR FEMALES**

- (1) Provide travel and lodging benefits when covered female members (including spouses and dependent children) are required to travel outside of State of residence for services that are prohibited to be performed in their state of residence due to Federal or State legislation and provide medical coverage for any such services that are not currently covered.

#### **DEPENDENT PREGNANCY**

- (1) Provide full coverage for pregnancies of female dependent children where benefits don't already exist.
- (2) Provide full coverage for newborn children of female dependent children – 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 a significant incentive payment program for the completion of screenings or exams by an employee and/or dependent(s).

#### **SPECIALTY RESOURCE SERVICES – WEIGHT LOSS MANAGEMENT PROGRAM**

- (1) Add a weight loss management program which includes, but is not limited to, behavioral therapy, pharmacotherapy, healthy eating, and coaching, etc.

#### **TELEMEDICINE VISITS**

- (1) Provide telemedicine services to allow members to receive virtual or telephonic services from their personal physicians.

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

- (1) Significant reductions to existing co-payments under MMCP, in-network deductibles, and annual in-network out-of-pocket maximums.
- (2) 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); and child preventive care given in connection with routine pediatric care (including immunizations for children as recommended by CDC).
- (3) Provide annual prostate cancer screening at no cost to the participant.
- (4) Eliminate the non-notification penalty under the Care Coordination/Medical Management Program for out-of-network services where required.
- (5) Provide for a combined annual patient maximum cap for copays for chiropractic and physical therapy services.
- (6) 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) Reduce co-insurance under the CHCB plan.
- (2) Significant reductions to annual deductibles and annual out-of-pocket maximums.
- (3) Provide annual prostate cancer screening at no cost to the participant.

- (4) Eliminate the non-notification penalty under the Care Coordination/Medical Management Program.
- (5) Provide for a combined annual patient maximum coinsurance for chiropractic and physical therapy services.

#### **MANAGED MENTAL HEALTH AND SUBSTANCE USE BENEFIT (MHSU)**

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

#### **LIFE/AD&D INSURANCE**

- (1) Significantly increase Active Employee Life Insurance benefits.
- (2) Significantly increase Retired Employee Life Insurance benefits.
- (3) AD&D – significantly increase all benefits.

#### **RAILROAD EMPLOYEES NATIONAL DENTAL PLAN (GP-12000)**

##### **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 plan, 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) Significant increase to the annual maximum.
- (3) Significant increase to Type B coverage.
- (4) Significant increase to Type C coverage.
- (5) Significant benefit increase to orthodontia.
- (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**

### **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 plan, including but not limited to, age 26 without regard to marital status, residence or full-time student status.

### **In-Network Benefits**

- (1) Provide one prescription pair of eyeglass lenses (or two prescription separate eyeglass lenses) every calendar year and one pair of eyeglass frames for prescription lenses every calendar year.
- (2) Provide prescription safety glasses at no cost to employee(s), in addition to all existing benefits.
- (3) Provide prescription contact lenses (or two separate prescription contact lenses) every calendar year.
- (4) Significant increase to the frame allowance.
- (5) Provide full coverage for the following options:
  - a. Scratch Coating
  - b. UV Protection
  - c. Anti-Reflective Coating
  - d. Photochromic Lenses
  - e. Progressive Lenses
- (6) Significant increase to the allowance (annual supply) for contact lenses.
- (7) Provide full coverage for corrective eye surgery, including but not limited to laser eye surgery, to correct vision in one or both eyes.
- (8) 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) 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.

- (3) 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.
- (4) 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.

#### **GENDER AFFIRMING COVERAGE**

- (1) Provide additional benefits to employees and eligible dependents for gender affirming coverage.

#### **NATIONAL HEALTH LEGISLATION**

- (1) In the event that further national health legislation should be enacted, benefits provided under The SMART-TD 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 for individuals provided under the Plan, such coverage and individuals will continue to be covered without regard to national legislation.

#### **GENERAL**

- (1) The Governing Committee 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 Governing Committee shall oversee and administer the SMART-TD 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.