



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference—International Brotherhood of Teamsters

NATIONAL DIVISION

1370 Ontario Street, Mezzanine • Cleveland, Ohio 44113-1702
Phone: (216) 241-2630 • Fax: (216) 241-6516 • www.ble-t.org

DON M. HAHS
National President

December 16, 2004

GENERAL COMMITTEES INVOLVED IN BARGAINING WITH FREIGHT RAILROADS IN CONJUNCTION WITH THE 2005 WAGES/RULES MOVEMENT

Dear Sirs and Brothers:

This has reference to the recent General Chairman meeting held in Cleveland, Ohio on November 18, 2004, during which I laid out for you the National Divisions plans to pursue bargaining with the railroads. We are still working with seven (7) other unions to bargain as the "Rail Labor Bargaining Coalition" (RLBC) on common issues. However, we have not yet been able to finalize a joint proposal so I have decided that the BLET will serve our individual Section 6 Notices at this time and will serve the RLBC Notice when it is completed. I have incorporated all of the existing RLBC issues into the BLET individual notice to make sure all issues affecting engineers and trainmen are served in a timely manner.

Enclosed are sample cover letters and Section 6 Notices, which seeks changes in wages, working conditions, and benefits to be served on your Carrier, at your discretion.

These approved notices contain common issues to be considered during this Wage/Rules movement. General Committees of Adjustment which have issues not covered by the "common" notice should formulate their own notices which will include both the "common issues", appended hereto, and any other items approved by their Committee(s).

Subject to the approval of a majority of the members of your General Committee of Adjustment, the accompanying cover letter and the approved Section 6 Notice should be copied on your own stationery, inserting the current date, the name and title of the official designated by the railroad to handle matters pertaining to agreements governing rates of pay, rules and working conditions, attaching a signed copy of the approved notices, and served on your railroad's management by Certified Mail, return receipt requested.

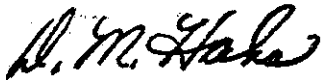
The Railway Labor Act requires:

- (a) A thirty-day (30) written Notice of intended changes in the agreement or agreements;
- (b) The arrangement of time and place for conference within ten (10) days of receipt of the written Notice; and
- (c) The holding of conference within thirty (30) days of receipt of the written Notice.

General Chairmen are requested to furnish the National President with a copy of the Notices served and copies of all correspondence exchanged with their management.

It should also be clarified that on multiple general committee of adjustment railroads; a uniform Section 6 Notice must be served, by each committee, addressing subjects contained in Attachments “BLET-A”, “BLET-B”, and any Notices addressing common rules on the property.

Fraternally yours,



National President

Cc&enc. Advisory Board



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DCS

DON M. HAHS
National President

December 17, 2004

Robert F. Allen
Chairman – NRLC
1901 L Street, NW
Washington, DC 20036-3514

Dear Mr. Allen:

Please find enclosed a copy of my December 16, 2004, letter to the General Committees of Adjustment for the Brotherhood of Locomotive Engineers and Trainmen involved in bargaining with the freight railroads for the 2005 Wage/Rules Movement.

Also enclosed is a copy of the Attachments BLET -A and Attachment BLET -B which the general committees of adjustment will be serving on the appropriate carrier officer. In accordance with the BLET Bylaws, I am requesting from our General Chairmen, authorization to represent our general committees of adjustment during this round of bargaining with the understanding that the BLET National Division and the National Carrier's Conference Committee will allow, on a voluntary basis, the individual general committees of adjustment and the carrier to discuss any issues contained in Attachments BLET A, B and any subsequent notices served by the individual general committees of adjustment.

As soon as I compile a list of the general committees of adjustment that have authorized me to represent them, I will apprise you accordingly.

Very truly yours,

Don M. Hahs

President

Cc: Advisory Board
BLET General Chairmen

Enclosure

Bc: D.C. Simmerman, Dir. Of Research ✓

DCS: klh



Brotherhood of Locomotive Engineers and Trainmen

General Committee of Adjustments

Burlington Northern and Santa Fe Railway Company
Missouri and Northern Arkansas Railroad
5040 South Harmony
Rogersville, MO 65742

R.C. Gibbons
General Chairman

R.J. Dumey
First Vice Chairman

T.L. Stipp
General Sec-Tres

Mr. John J. Fleps
Vice President Labor Relations
Burlington Northern Santa Fe Railway Co.
2600 Lou Menk Drive
Garden Level – NOC
Fort Worth, TX 76131-2380

December 21, 2004

Dear Mr. Fleps:

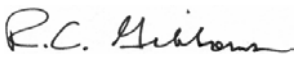
In accordance with the provisions of the Railway Labor Act, as amended, and the existing agreement, or agreements, now in effect on the Burlington Northern Santa Fe Railway Company, we hereby give notice that effective January 1, 2005 or as otherwise specified, we propose to revise and supplement said agreement or agreements, governing rates of pay, rules and other conditions of work for any and all of the employees of such railroad who are represented by the Brotherhood of Locomotive Engineers and Trainmen, in accordance with the Proposal(s) identified as BLET – ATTACHMENT “A”, Sections 1 through 43, BLET ATTACHMENT “B” and BLET ATTACHMENT “C”, Sections 1 through 26 appended hereto and made a part hereof.

This General Committee of Adjustment is serving Attachment “BLET-A” (National Section 6 Notice) and Attachment “BLET-B” with the understanding that if there are any subject matters in this Attachment “BLET-A” or Attachment “BLET-B” that have a lesser value than current schedule rules on this property that this General Committee of Adjustment will retain our current rule.

Further, if there is any subject matter that addresses issues identified in this Committee’s Attachment “BLET-C” the parties may mutually agree that they may discuss these issues simultaneously with national handling.

Written acknowledgement will be appreciated, and pursuant to the provisions of the Railway Labor Act, as amended, a conference for the purpose of discussing the Proposal(s) within thirty (30) days from the date receipt of this Notice is respectfully requested. Due to the upcoming holidays, the ten (10) day requirement to arrange the time and place of the above noted meeting is waived.

Sincerely,


R.C. Gibbons
General Chairman
Enclosure

BLET-ATTACHMENT A

WAGE ISSUES

1. COST-OF-LIVING ALLOWANCE

- a) 3-month adjustment periods
- b) Allow 1 cent for each 0.1 full point change
- c) Immediately incorporated into the basic rates of pay for all purposes
- d) Full COLA w/o caps or limitations continuing into status quo period beyond the moratorium, incorporated into basic pay rates.

2. GUARANTEED WEEKLY MONTHLY AND YEARLY INCOME

- a) Maximum REQUIRED hours/miles of work per week
- b) Formula developed to allow semimonthly/weekly payments

3. GENERAL WAGE INCREASE

- a) Provide for a 7% general wage effective January 1, 2005 and each January 1 thereafter
- b) General wage increases applicable to all basis of pay
- c) Interest on retroactivity, underpayments, and awards

4. BASIC DAY THROUGH FREIGHT SERVICE

- a) Restore basic day to 100 miles

5. MILES OVER THE BASIC DAY

- a) Provide for the payment of the same rate of pay for all miles worked

6. OVERTIME

- a) Provide for overtime at 2 times the basic daily rate for all hours worked in excess of 8 hours regardless of miles run
- b) Provide for overtime payments for all engineers and trainmen, regardless of class of service, for all starts initiated within a 22 and one half hour period of a previous start

7. SHIFT DIFFERENTIAL

- a) Twenty-five percent (25%) differential when required to work between the hours of 6 pm and 6 am; weekends and holidays,
- b) applicable to all classes of service

8. ENTRY RATES – TWO-TIER PAY SYSTEMS

- a) Eliminate all service scales, entry rates/two-tier pay systems

9. WAGE DIFFERENTIAL

- a) Allow an engineer 140% of the next highest paid crew member - no matter how derived
- b) Allow additional compensation for handling, setting up and operating remotely operated locomotives, i.e. IDP, DP, Black Box
- c) Allow additional compensation for the handling and operation of tonnage trains

- d) Increase current Special Pay Differential and Thru Freight Allowance
- e) Establish additional payments for engineers and trainmen who remain available a required number of days per month
- f) Standardize rates of pay (roll existing weight on drivers calculations into basic day)
- g) Establish agreement setting maximum train lengths

10. CERTIFICATION/RECERTIFICATION ALLOWANCE

- a) Increase the Certification allowance to \$25.00 per start or tour of duty worked, subject to future wage increases
- b) Standardize payments for all medical/operational testing requirements under recertification, i.e. vision, hearing, checkride, written or computerized exam
- c) Allow engineers and trainmen to attend fully compensated recertification classes at Carrier's technical training center on voluntary basis
- d) Standardize agreements allowing engineers and trainmen the right to work in any class of service where seniority is held during periods when engineer's certificate is suspended or revoked.

11. TECHNOLOGY ALLOWANCES

- a. Standardize allowances for remote control operations
- b. Standardize allowances for positive train control operations

RULES

12. GUARANTEED EXTRA BOARDS

- a) Establish by agreement a maximum/minimum number of boards - maximum/minimum number of engineers and/or trainmen per board
- b) Guarantee established at \$7,000.00 per month, subject to future wage increases
- c) Guarantee payment will comport to method of payment of home railroad
- d) Allow all penalty and arbitrary payments over and above guarantee payments
- e) Establish system agreement for rest day extra boards
- f) Establish "Foot of the board" provisions for all extra boards
- g) Standardize lay off period for guaranteed extra boards

13. JOB SECURITY

- a) Guaranteed employment and /or displacement/dismissal allowance for all sale/lease/abandoned lines
 - 1. home railroad
 - 2. acquiring railroad or corporation
- b) Maintenance of compensation and working conditions - Schedule Agreement
- c) National first right of hire for engineers and trainmen
- d) Protective benefits equal to an employees years of service for all New York Dock/Washington Job related transactions
- e) New York Dock/Washington Job Employee protection for loss of work to outside contractors

14. ASSISTANT ENGINEERS

- a) Provide sufficient supply to allow ample time off and provide an adequate source of supply of qualified engineers
- b) Second qualified engineer mandatory on runs exceeding four (4) hours on duty with no reduction of labor force except through attrition

15. DEADHEADING

- a) Deadhead time (where trip rates are not applicable) will be paid, actual miles or hours, whichever is the greater, and computed separately from other allowances, with a minimum of a basic day, for all employees regardless of service date

16. CAB CONDITIONS

- a) Improve and expand agreement conditions providing for a safe, sanitary and healthy locomotive cab
- b) maintain cab temperature at no less than 70 degrees nor more than 80 degrees
- c) provide for improved mechanical refrigeration for food and beverages, microwave oven, AM/FM radio, high intensity cab lighting, BLE approved locomotive seats

17. ENGINEER RESPONSIBILITY/AUTHORITY

- a) Engineer be granted additional/expanded authority over ground crew members supporting the movement of trains
- b) Engineer's will be paid additional compensation when required to file reports

18. HELD-AWAY-FROM-HOME TERMINAL TIME

- a) Provide for payment for all time at held-away-from-home terminal
- b) Allow for actual reimbursement for all meals, with a minimum of \$15.00 for a layover between four and twelve hours, \$25.00 for a layover between twelve and twenty eight hours and \$35.00 for a layover exceeding twenty four hours

19. LODGING AGREEMENT

- a) Suitable lodging to be provided by the carrier and agreed upon on a local basis as agreed upon by BLET Local Chairman
- b) Increase in lieu of lodging reimbursement and reverse lodging reimbursement
- c) Establish payment for meals and lodging while force assigned

20. REST PERIOD

- a) Engineers and trainmen will be allowed up to 30 hours of undisturbed rest, on request without violating any Carrier availability policy

21. STANDARDIZE LAY-OFF/MARK UP RULE

- a) Standardize agreements to allow engineers and trainmen a set number of days that they may lay off after working the required number of hours/miles/days during an agreed upon measurement period.
- b) Establish agreement that requires Carrier to approve advance lay off request in a timely manner

22. MAXIMUM WORK HOURS

- a) Establish a maximum number of hours an engineer and trainmen is required to be available during any given week and/or month in all classes of service

23. ENGINEER/TRAINMEN TRAINING

- a) Establish a system rule to require minimum standards in the training of locomotive engineers and trainmen
- b) Standardize and increase training allowance

24. MEAL EN ROUTE

- a) Engineers and trainmen on duty in excess of 4 hours will be provided a hot meal or time to obtain hot meal en route
- b) Increase meal allowance in route

25. CALLING RULE

- a) Establish a rule to require a carrier to provide engineers and trainmen with an 8-Hour call before service is to be performed
- b) Establish specific starting time brackets for engineers and trainmen
- c) Establish rule to allow engineers and trainmen to go under pay at the time that they receive their call for service
- d) Standardize rule to allow additional payment for all engineers and trainmen used for service off of their assignment
- e) Establish rule to allow for penalty payment when engineers and trainmen are not provided timely and accurate line up information
- f) Establish rule to allow engineers and trainmen to be afforded trip/train specific information

26. AMEND INITIAL AND FINAL TERMINAL DELAY RULES

- a) Terminal delay payments will apply to all engineers and trainmen regardless of service date where trip rates are not in effect
- b) Eliminate grace periods and offsets to terminal delay payments where trip rates are not in effect

27. INTERDIVISIONAL SERVICE

- a) Provide for payment for all time at held-away-from-home terminal
- b) Overtime after eight hours on duty regardless of length of run
- c) Engineers and trainmen on duty in excess of 4 hours will be provided a hot meal or time to obtain a hot meal en route
- d) 8-Hour call at home terminal
- e) Minimum 10 hour's undisturbed rest at away-from-home terminal upon request
- f) Automatic certification as adversely affected for all employees affected by an Interdivisional transaction
- g) Provide transportation or reasonable allowance if reporting to a point more than 10 miles from one's home

BENEFITS

28. PAID PERSONAL LEAVE DAYS

- a) Effective January 1, 2005, all engineers and trainmen represented by the Brotherhood of Locomotive Engineers and Trainmen shall have their personal leave days increased the calendar year.
- b) Longevity Scale
- c) Unused personal leave paid or carried over at employee's option

29. SUPPLEMENTAL SICK LEAVE PLAN

- a) Effective January 1, 2005, each employee with one year of service will receive a sick leave benefit consisting of twelve (12) sick days each calendar year to supplement sickness benefits available under the RUIA.
- b) Benefit days remaining unused at the end of the first calendar year will be placed in a "Sick Leave Reserve Account," to which the following year's sick leave accrual will be added. Benefits may be used from the first day of illness or injury, so long as the employee's account balance is not exhausted, whether or not RUIA sickness benefits are paid to the employee.
- c) Sick leave benefits shall accrue at the rate of one (1) day per month for each month of compensated service, with unlimited accumulation, and shall be paid at the time of retirement or termination.
- d) Employees may draw upon their Reserve Accounts for maternity and paternity leave.

30. PROFIT SHARING

- a) Provide all engineers and trainmen with a profit sharing plan equivalent to that of the highest officer of the carrier.

31. SHORT TERM/LONG-TERM DISABILITY

- a) 100% of average monthly compensation - first 12 months
- b) 80% of average monthly compensation - until age 62

32. 401 K RETIREMENT ACCOUNTS

- a) Similar to accounts established under Section 401K of the Tax Code
- b) Contribution by the carrier to be dollar for dollar match of employees contribution full match up to 3%
- c) Establish agreement to add Labor Member to sit on Board of Directors

33. HOLIDAYS

- a) Amend existing agreements governing paid holidays to provide Martin Luther King Jr's, birthday, Election day and one floating holiday
- b) Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
- c) Eligible employees entitled to day off with pay, or if required to work on enumerated holiday, paid at two times the regular rate for a minimum of eight (8) hours, in addition to their regular compensation.

34. OFF-TRACK VEHICLE INSURANCE

- a) Improve existing allowances for employee injuries suffered in a vehicular covered condition by increasing monetary amounts to \$1 million for each loss now carrying a \$300,000 benefit and \$500,000 for losses now carrying a \$150,000 benefit.
- b) Increase aggregate limit of payments for any one accident to \$20 million.
- c) Obtain accident insurance with benefits comparable to the foregoing allowances to cover to employees injured or killed in an accident while riding in a Carrier-contracted van service regardless of negligence by the van operator.
- d) Injured employees entitled to disability payments.

35. BEREAVEMENT LEAVE

- a) Effective January 1, 2005, revise the current bereavement leave rules by adding mother-in-law, father-in-law; grandparent; grand child; stepparent; stepchildren; spouses stepparent
- b) Modify agreement to allow four (4) consecutive workdays' bereavement leave to be taken any time until seven (7) days after the death without restriction

36. VACATIONS

Amend the National Vacation Agreement as Follows:

- a) Two (2) weeks vacation after 1 or more years of service
- b) Three (3) weeks with pay based upon completion of five (5) or more calendar years of service and upon meeting the qualifying requirements
- c) Four (4) weeks with pay based upon completion of eight (8) or more calendar years of service and upon meeting the qualifying requirement
- d) Five (5) weeks with pay based upon completion of fifteen (15) or more calendar years of service and upon meeting the qualifying requirements
- e) Six (6) weeks with pay based upon completion of twenty (20) or more calendar years of service and upon meeting the qualifying requirements
- f) Allow engineers and trainmen to set aside up to two weeks of vacation to be taken in single day increments
- g) Allow vacation to be prorated for engineers and trainmen who do not qualify for all of their vacation on the same percentage that the engineers or trainmen's worked in the preceding year

37. AMEND ARTICLE VIII OF AWARD OF ARBITRATION BOARD 458

- a) Amend Article VIII, Sections 1 and 2 – "reasonable walking distance"
- b) Amend Article VIII, Section 3 - Incidental Work

38. FAMILY AND MEDICAL LEAVE ACT

- a) The provisions of the federal Family and Medical Leave Act of 1993 shall apply to all employees covered by this agreement, subject to the following:
 - All employees covered by this agreement shall be considered eligible regardless of any restrictions contained in the Act requiring a certain number of employees to be employed within a certain radius of a worksite.
 - The twelve (12)month period in which eligible employees may take unpaid leave shall be the calendar year.

- Each employee shall be entitled to take up to 12 weeks of unpaid leave, regardless of whether their spouse is also an employee of the carrier.
- Parent-in-law, grandparents and grandchildren shall be added to the list of those for whom eligible employees may take unpaid leave.
- Payments for benefits under the Railroad Employees National Health and Welfare Plan shall be continued without cost to the employee during any period when an employee is taking FMLA leave.

39. INFORMATION REQUESTS

Upon request, the Carrier shall provide the Organization with information reasonably necessary to administer and negotiate the collective bargaining agreement.

40. SALES, LEASES AND ABANDONMENTS

- a) Six month notice of transactions.
- b) Transaction conditioned on agreement to conditions for employees no less protective than New York Dock.
- c) Employment of employees affected by transaction under conditions prescribed by existing agreements and recognition of union.

41. MISCELLANEOUS

- a) Negotiate or amend job stabilization or other unemployment agreements to provide furlough/wage rate protection for employees on seniority list as of date of the Agreement.
- b) Rule against outsourcing scope work.
- c) Provide for elimination of camp cars, outfit cars, trailers and other mobile lodging facilities provided by the Carrier and provide that all employees shall receive single occupancy lodging and full reimbursement of expenses for meals and telephone while away from home.
- d) Provide mileage reimbursement and pay at the applicable straight time or overtime rates for all time expended traveling between home and away from home lodging locations or work location and from one work point to another.
- e) Eliminate incidental/simple task rules.
- f) Full reimbursement for all required safety equipment.

42. LABOR-MANAGEMENT COMMITTEES TO BE ESTABLISHED BY AGREEMENT ONLY

All labor-management committees, including but not limited to safety committees, quality committees, quality circle committees, quality-in-action committees, labor-management productivity committees, and any other employee-carrier committee, on which employees serve, must be established by agreement of the parties.

43. 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.

ATTACHMENT “BLET-B”

HEALTH & WELFARE

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 his dependents become eligible for Medicare.
- (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) Employees on active military status (and their dependents) will be covered to the same extent as provided for under disability provisions.

(7) Extend full coverage for college students under age 25 for six months following their graduation date.

Life/AD&D Insurance –

(1) Increase Active Employee Life Insurance to \$50,000.00.

(2) Increase Retired Employee Life Insurance to \$10,000.00.

(3) AD&D – increase coverage to the following:

TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS

<u>COVERED LOSSES</u>	<u>BENEFIT AMOUNTS</u>
Life	\$30,000
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 \$30,000 will be paid for all covered losses caused by all injuries which are sustained in one accident.

Prescription Drug Benefit –

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

- Retail: generic – no co-pay; brand name --\$5.00
- Mail order: generic – no co-pay; brand name \$10.00

Coordination of Benefits -

(1) Increase Coordination of Benefits to allow reimbursement up to a maximum of 100% of allowable charges.

Lifetime Maximum –

(1) Increase lifetime maximum under CHCB and MMCP out-of-network to unlimited.

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 \$1500 for each covered person.

(2) In addition to the \$1500 benefit describe in (1) above, provide hearing tests as a covered benefit when medically necessary to diagnose or treat illnesses *other than hearing loss*.

Birth Control/Reversal –

- (1) Provide coverage under the plan for voluntary sterilization and/or reversal, as well as benefits for contraceptive medications.

Employee Contributions –

- (1) Eliminate any and all reference to required employee contributions as referred to in current National Agreement.

Employee Opt-Outs –

- (1) Allow all employees to opt-out of Plan coverage and receive \$200 per month.

Mobile Facilities –

- (1) Amend the current Plan definition of a facility to include a mobile facility used by licensed physicians or other qualified medical personnel to deliver services to employees and their dependents billed under covered codes as directed by the American Medical Association or other governing bodies.

Managed Medical Care Program (MMCP)-

- (1) Reduce all co-payments under MMCP to \$5.00 per visit including emergency room.
- (2) Reduce all out-of-network penalties to 10%.
- (3) Reduce annual out-of-network out-of-pocket maximums to \$500 per person and \$1,000 per family.
- (4) Provide out of network coverage 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.
- Annual influenza vaccinations at no cost to the participant.
- Sigmoidoscopy or colonoscopy for participants over 40 years of age at no cost to the participant.
- Other screening tests as recommended by the United States Preventive Disease Task Force at no cost to the participant.

(5) Establish defined criteria for new managed care markets that, when met, will trigger the automatic establishment of MMCP in such markets.

Comprehensive Health Care Benefit –

(1) Provide uniform application of immunizations and well-person physical benefits provided under MMCP to CHCB and/or BHCB 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).

(2) Provide 90/10 co-insurance under the CHCB plan.

(3) Eliminate the annual deductible.

(4) Provide benefits comparable to MMCP for employees who do not live in MMCP network areas.

- (5) Reduce annual out-of-pocket maximums to \$500 per person and \$1000 per family.
- (6) Provide annual prostate cancer screening at no cost to the participant.
- (7) Provide annual influenza vaccinations at no cost to the participant.
- (8) Provide sigmoidoscopy or colonoscopy for participants over 40 years of age at no cost to the participant.
- (9) Provide other screening tests as recommended by the United States Preventative Disease Task Force at no cost to the participant.

Managed Mental Health and Substance Abuse Benefit (MHSA)

- (1) Reduce all co-payments under MHSA to \$5.00 per visit including emergency room.
- (2) Reduce all out-of-network penalties to 10%.
- (3) Amend the current requirement that Out-of-Network outpatient services be administered by a license psychologist to allow that such care may be administered by Masters level clinicians.
- (4) Eliminate lifetime maximum benefit for Mental Health services.

CHCB, MMCP (BHCB, HMO, If Applicable) – Cost Containment Through Health Management

- (1) Establish toll-free Nurse Line and other services to provide employees and their families' resources to help in decision making.
- (2) Implement a more comprehensive disease management program. Research and interview vendors that provide disease management programs that can be targeted to Plan members who need to manage emerging chronic and acute

conditions such as cardiac disease, diabetes, asthma, low back pain, depression. Adopt comprehensive disease management programs to reduce emergency room visits, inpatient admissions, and acute episodes while promoting quality of care, treatment compliance and slowing rate of disease progression.

Railroad Employees National Early Retirement Major Medical Benefit Plan (GA-4600)

Eligibility –

- (1) Provide coverage for anyone collecting an annuity pursuant to the Railroad Retirement Act who was formerly covered by GA-23000.
- (2) Provide automatic enrollment into GA-46000, with a written notification to the employee.
- (3) Provide extended benefits for up to five (5) calendar years to a dependent spouse who is under the age of 65 when the retired employee qualifies for Medicare due to age.
- (4) Eliminate the COBRA exclusion from age annuitant eligibility.
- (5) Increase the lifetime maximum under GA-46000 to \$250,000 and provide for annual increases consistent with the rate of medical inflation.

Managed Care -

- (1) Establish managed care benefits under GA-46000 that are identical in all respects to the MMCP under GA-23000.

Comprehensive Care –

- (1) Establish comprehensive care benefits under GA-46000 that are identical in all respects to the CHCB under GA-23000.

General -

- (1) Provide lifetime benefit limits, deductibles, and out-of-pocket maximums that are identical to GA-23000.

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 coverage to an employee and eligible dependent who is suspended or dismissed from service until final disposition under the *Railway Labor Act*.
- (3) Establish dental benefit coverage for employees who are eligible for GA-46000.

Benefits-

- (1) Eliminate the annual deductible.
- (2) Increase the annual maximum to \$3,000.00
- (3) Increase Type B coverage to 100%.
- (4) Increase Type C coverage to 75%.
- (5) Increase orthodontia benefit to 90% with a maximum of \$2,500.00
- (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) Expand network coverage to the Vision Service Plan (VSP) Standard Network to all covered employees.
- (2) 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.

In-Network Benefits -

- (1) Increase the frame allowance to \$250.
- (2) Provide full coverage for the following options:
 - Scratch Coating
 - UV Protection
 - Anti-Reflective Coating
 - Photochromic Lenses
 - Progressive Lenses
- (3) Increase allowance for contact lenses to \$250 annually.
- (4) Add laser surgery benefit. Provide full coverage for laser surgery to correct vision in one or both eyes.

Hospital Associations –

- (1) Hospital Association benefits will continue to be set by the individual Hospital Association.

- (2) Effective January 1, 2005, the so-called “Dues Offset” formula for Hospital Association members, as provided in Article V, Financing the Policy Contract, of the 1973 Collective Bargaining Agreement, will be amended to provide a monthly payment equal to the individual COBRA rate projected for the calendar year of providing employee medical care for the Railroad Employees National Health and Welfare Plan (the National Plan).
- (3) Thereafter, adjustments, if any, shall be made annually on January 1st of each subsequent year.
- (4) The so-called “pick-up fees” for any employees (or dependents, if applicable) transferring from Hospital Association Railroads to Non-Hospital Association Railroads will be borne by the Railroads.
- (5) 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.
- (6) Provide that all employees receiving FO healthcare benefits from a Hospital Association shall receive, at a minimum, the treatment contained in side letter #6 to the NCCC\BRS agreement of September 28,2003.

Supplemental Sickness Benefit Plan – Provident Policy R-5000

Amend the provisions of Provident Policy R-5000, the Supplemental Sickness Benefit Plan, to provide the following effective January 1, 2005:

- (a) Amend the Plan so that the combined benefit limits payable under the Plan are 90% of the employee's regular daily rate, including payments from RRB, if eligible.
- (b) Remove requirement that employee must be eligible for Railroad Retirement sickness benefits in order to qualify for benefits hereunder.
- (c) Amend the Plan to change the maximum duration for the payment of benefits to 18 months from 12 months.
- (d) Employees will be eligible for these benefits after three months of service, regardless of eligibility under RRB.

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

BLET – ATTACHMENT C

SECTION 6 NOTICES

1. **ESTABLISH A SYSTEM AGREEMENT TO STANDARDIZE THE SCOPE OF ENGINEER'S DUTIES**
2. **STANDARDIZE SYSTEM TIME LIMIT AGREEMENT**
3. **STANDARDIZE SYSTEM DISCIPLINE AGREEMENT**
4. **STANDARDIZE SYSTEM VACATION AGREEMENT (SCHEDULING)**
5. **STANDARDIZE SYSTEM TEMPORARY TRANSFER AGREEMENT**
6. **STANDARDIZE SYSTEM AGREEMENT FOR TIME SPENT WAITING, i.e. waiting transportation, waiting at mines etc**
7. **STANDARDIZE SYSTEM AGREEMENT FOR EXCHANGING TRAINS IN ROUTE**
8. **STANDARDIZE SYSTEM AGREEMENT FOR TERMINAL RUN AROUNDS**
9. **ESTABLISH SYSTEM AGREEMENT TO PROVIDE FOR ENGINEER'S RESERVE BOARD**
10. **STANDARDIZE SYSTEM AGREEMENT FOR CALLED AND NOT WANTED/CALLED PERFORMED SERVICE AND NOT WANTED AND CALLED PRIOR TO LEGAL REST**
11. **STANDARDIZE SYSTEM AGREEMENT FOR APPLICATION AND USE OF SINGLE DAY VACATIONS**
12. **STANDARDIZE SYSTEM AGREEMENT GOVERNING TERRITORIAL QUALIFICATION, REQUALIFICATION AND FAMILIARIZATION**
13. **STANDARDIZE SYSTEM AGREEMENT GOVERNING SPECIAL PAY DIFFERENTIAL (PD) AND CREW START (CS)**
14. **STANDARDIZE SYSTEM AGREEMENT GOVERNING BIDDING AND BUMPING**
15. **STANDARDIZE SYSTEM AGREEMENT GOVERNING THE USE OF UTILITY ENGINEERS**
16. **STANDARDIZE SYSTEM AGREEMENT GOVERNING THE RELEASE OF FORCE ASSIGNED ENGINEERS**

17. **OVERTIME – REGULAR ASSIGNMENTS**

- a) Establish a rule that sets forth the practice that engineers shall have the choice of overtime on regular assignments, in seniority order

18. **UPDATE AND IMPROVE LODGING AGREEMENT**

19. **USE OF DEMOTED ENGINEERS**

- a) When demoted engineers are used in emergency service, one basic day at the Engineers Extra Board rate of pay shall be allowed in addition to all other earnings for the service performed

20. **EFFICIENCY TESTING**

- a) BNSF Uniform Efficiency Testing files to be made available to the employee at the BLE Local Chairman's request

21. **ESTABLISH AN AGREEMENT THAT REQUIRES CARRIER PROVIDED COMPUTER ACCESS (CREW CALLING SYSTEM/INTERNET) AT AWAY FROM HOME TERMINAL LODGING FACILITIES**

22. **ESTABLISH AN AGREEMENT REQUIRING PAYMENT OF ONE HOUR PER LOCOMOTIVE FOR EACH LOCOMOTIVE INSPECTION PERFORMED**

23. **ESTABLISH AN AGREEMENT GOVERNING THE SELECTION OF REQUIRED FOOTWEAR**

24. **ESTABLISH AN AGREEMENT GOVERNING 401K PERMITTING MAXIMUM EMPLOYEE INVESTMENT UNDER APPLICABLE LAW**

25. **MODIFY CURRENT AGREEMENT GOVERNING ENGINEER ONLY HELPER OPERATIONS TO ALLOW ALL PAYMENTS AT 1 ½ TIMES CURRENT RATES**

26. **ESTABLISH AN AGREEMENT REQUIRING THE CARRIER TO PAY INTEREST PENALITIES ON VALID TIME CLAIMS WHEREIN PAYMENT IS DENIED OR DELAYED**