

**BMWED Union’s Proposal for Comprehensive Settlement  
May 18, 2022**

**I. Wages, Differentials and Certification Payments**

**A. General Wage Increases**

- 6% effective 7.1.2020
- 10% effective 7.1.2021
- 6% effective 7.1.2022
- 6% effective 7.1.2023
- 8% effective 7.1.2024
- 4% effective 7.1.2025

1. Full retroactivity on all general wage increases dated prior to Agreement date.
2. \$5,000 signing bonus.
3. 15% Pay Differential whenever an emergency is declared by local, state, or federal authorities or similar status that requires so-called “essential employees” to continue to work during adverse working conditions.

**B. Annual Cost of Living Adjustments**

1. Implement annual cost of living adjustments that increases rates of pay based on the difference between the effective general wage increase/rate of pay and the change in CPI-W (1967=100) to keep pace with inflation.

**II. Health and Welfare**

**A. Eligibility Improvements**

1. Extend coverage for suspended/dismissed and furloughed employees, as well as families of deceased employees, to be similar to the extension of coverage for disabled employees.
2. Reinstate coverage for step-grandchildren and children placed by court order.

**B. Autism Spectrum Disorders**

1. Remove the speech therapy age limitation for children under 3 years of age as part of a treatment for infantile autism.
2. Provide coverage of ABA services with no dollar limits per year.
3. Provide all services with no age restrictions.

4. Explore options to manage the coverage via a managed autism/applied behavioral analysis program, administered by a qualified vendor chosen by the parties, which includes:
  - o dedicated, certified, physician-led team with extensive experience with autism spectrum disorder and ABA.
  - o Evaluation and preauthorization procedures.
  - o Assistance with network referrals.
  - o Help providers develop individualized treatment plans.
  - o Clinical oversight, monitoring and ongoing benefit coverage review.
  - o Family support and empowerment.

**C. Hearing Benefits**

1. Increase the annual benefit to cover costs at 100%, including but not limited to exams, treatment and devices.

**D. Networks, Co-Pays/Deductibles/Out-of-pocket Maximums, and Employee Contributions**

1. Status quo or better.

**E. Life Insurance**

1. Increase Active Employee Life Insurance to no less than \$50,000.00.
2. Increase Retired Employee Life Insurance to no less than \$20,000.

**F. AD&D Insurance** - increase coverage as follows:

<b>TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS</b>	
<b>COVERED LOSS</b>	<b>BENEFIT AMOUNT</b>
Life	No less than \$50,000
A hand	No less than \$8,000
A foot	No less than \$8,000
Sight of an eye	No less than \$8,000
Loss of more than one of the above in any one accident	No less than \$16,000
Paralyzation	No less than \$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.

- No less than \$50,000 will be paid for all covered losses caused by all injuries which are sustained in one accident.

### **G. Quality of Life and Other Various Improvements**

1. 30-day fills at retail pharmacies.
2. Voluntary sterilization for males.
3. Increase opt-out bonus to a percentage of the carrier's premium.
4. Increase hospice benefits to full cost of care.
5. Introduce positive reinforcement/incentives for health risk assessments, biometric screenings, and attending annual checkups (including provisions for sufficient time off, without penalty, to attend such checkups and screenings).

### **H. Railroad Employees National Dental Plan**

1. Expand eligibility for new hires and eligible dependents to full plan benefits to become effective when medical coverage is effective.
2. Extend 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.
5. Eliminate the annual deductible.
6. Increase the annual maximum to dental plan standards but no less than \$4,000.
7. Increase Type B coverage to 100%.
8. Increase Type C coverage to dental plan standards but no less than 75%.
9. Increase orthodontia benefit to 75% with a maximum of dental plan standards but no less than \$5,000.
10. Provide orthodontia coverage to all employees and covered dependents regardless of age.
11. Eliminate the alternate treatment provisions of the Plan.

### **I. Railroad Employees National Vision Plan**

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. Increase the in-network frame allowance to 100% per calendar year.
4. Provide full coverage for all lens types, sizes and services.

5. Increase the allowance for contact lenses to 100% per calendar year.
6. Provide full coverage for corrective eye surgery, including but not limited to laser eye surgery, to correct vision in one or both eyes.

#### **J. Hospital Associations**

1. Improvement of “Dues Offset Formula” and Coordination of Benefits.

#### **K. Supplemental Sickness Benefit Plan**

1. 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 the Railroad Retirement Board, if eligible.
2. Remove the requirement that employee must be eligible for Railroad Retirement sickness benefits in order to qualify for benefits hereunder.
3. Amend the Plan to change the maximum duration for the payment of benefits to 18 months from 12 months.
4. Employees will be eligible for these benefits after three months of service, regardless of eligibility for Railroad Retirement sickness benefits.
5. In the event an employee attempts to return to work once the employee is medically qualified by his attending physician and is unreasonably delayed by the Carrier with respect to the employee returning to service, the employee will be entitled to 8 hours compensation each day he is prevented from returning to service.

#### **L. National Health Legislation**

1. Regarding benefits already included due to legislation; make changes permanent regardless of possible repeal or reduction in benefits due to legislation.
2. In the event that further national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan and the NRC/UTU 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.
3. 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.

## **M. General**

1. In addition to the National Railroad Employees' H&W Plan, 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. 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. Freeze Monthly Employee Cost Sharing at Current Level.

## **III. Paid Time Off**

### **A. Vacation**

Revise and improve vacation rules to provide paid vacation in accordance with the following schedule:

1. Forty (40) hours in first year of employment;
2. Eighty (80) hours after one year of employment;
3. One hundred twenty (120) hours after five years of employment;
4. One hundred sixty (160) hours after eight years of employment;
5. Two hundred (200) hours after fifteen years of employment;
6. Two hundred forty (240) hours after twenty years of employment.

### **B. Paid Sick Leave**

1. All employees shall be provided fifteen (15) days of paid leave ("paid sick leave"), at their respective straight time rates of pay, on an annual calendar year basis. Employees shall be permitted to observe their paid sick leave on an "as needed" basis. When an employee uses sick leave of three days or less in each instance, medical documentation will not be required. This paid sick leave is to be in addition to already existing "paid time off" under existing rules, understandings or custom and/or policy in effect, as well as what would be required in "Epidemic, Pandemic and/or Local/National Emergency Protections" described below.
2. Any paid sick leave not used in a given calendar year shall be accumulated and carried over to subsequent calendar years. The employees will be advised in

January of each year as to the total amount of paid sick leave accumulated during the previous year or years.

**C. Epidemic, Pandemic and/or Local/National Emergency Protections**

1. The Carrier shall continue to pay full wages and provide all health and welfare benefits for employees (and their respective spouse and dependents) that are not working due to any reasons related to an epidemic(s), pandemic(s) and/or Local/National Emergency(s) (“Epidemic, Pandemic and Local/National Emergency Protections”). The employees’ pay will be based upon their respective straight time rates of pay. The reasons for not working related to an epidemic or pandemic may include, but are not limited to, being treated for infection, diseases and/or sickness, isolating and/or quarantining due to exposure and/or suspected exposure, obtaining a test, traveling to and from testing and waiting for test results as well as for caring for a spouse and/or dependent(s).
2. Additionally, the Carrier shall be responsible for providing and paying for a supplemental life insurance and Accidental Death and Dismember benefits (“Life and AD&D”) in the respective amounts of \$500,000 and \$250,000 per each employee during an epidemic, pandemic and/or Local/National Emergency. These benefits are to be in addition to already existing Life and AD&D benefits in effect.
3. The continuation of all pay, health and welfare benefits and the supplemental Life and AD&D benefits will continue and remain in effect until 30 days after the declaration of the end of an epidemic and/or pandemic.

**D. Bereavement Leave**

1. Revise and improve bereavement leave rules to accommodate additional family members, such as but not limited to grandparents, grandchildren, stepchildren, stepparents, spouse’s stepparents, and step grandchildren
2. Revise and improve bereavement leave rules to provide four workdays of paid time off.
3. Revise to permit additional flexibility in the timing of taking bereavement leave.

**E. Holiday**

1. Add Martin Luther King, Jr. Day and Veteran’s Day to the list of paid holidays.

**IV. Travel Allowances, Expenses Away From Home and Worksite Reporting**

**A. Travel Allowances**

1. Amend Article XIV, Section 1, Paragraph (a) of the September 26, 1996 National Agreement to pay a minimum travel allowance in accordance with the following schedule\*:

0 to 100 miles	\$45.80
101 to 200 miles	\$91.60
201 to 300 miles	\$137.40
301 to 400 miles	\$183.20
401 to 500 miles	\$229.00

Additional \$45.80 payments for each 100 miles increments.

2. For all carriers that already meet and/or exceed the \$45.80 amount; Travel allowances will be adjusted on a percentage basis as based upon the percentage change in the cost of living from when the National Travel Allowance was first established to the effective date of this Agreement,
3. Amend Article XIV, Section 2, Paragraph (b) of the September 26, 1996 National Agreement to pay \$45.80 rather than \$12.50.
4. Rates will be adjusted annually based on the change in CPI-W.
5. Carriers without a travel allowance will establish a travel allowance in accordance with the schedule identified above in IV (A).

\*The rates specified in the schedule shall be indexed each month to reflect the monthly change in CPI-W until the ratification of the Agreement. The indexed rates resulting from the monthly change in CPI-W on the month of the ratification of the Agreement will be the rates specified in the schedule and shall be adjusted annually thereafter per IV, A(4) above.

**B. Expenses Away From Home & Lodging**

1. All expenses away from home will be increased by 30% upon the ratification of the Agreement.
2. All away from home employees will be provided single occupancy lodging.

**C. Work Site Reporting**

1. Eliminate work site reporting.

**V. Work Rules**

**A. Technology and Training Rule**

1. Whenever new technology is introduced to perform work performed by BMWED employees the management will promptly meet with the Union and design a training program to ensure that BMWED represented employees continue to perform the work. If the parties are unable to agree on the training program the issue may be submitted after thirty days to a party pay arbitration panel, agreement attached, for resolution but the work must remain performed by a member of the bargaining unit.

**B. Scope Rule – All Rules Agreements In National Handling**

1. These rules shall be the agreement between [name of railroad] and its employees of the classifications herein set forth represented by the Brotherhood of Maintenance of Way Employees, engaged in work recognized as Maintenance of Way work, such as Inspection, construction, dismantling, demolition, repair and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences, road crossings, and roadbed, and any other work which as of the effective date of this Agreement was being performed by these employees, and shall govern the rates of pay, rules and working conditions of such employees. The following work is reserved to BMWED members all work in connection with the construction, maintenance, repair, inspection or dismantling of tracks, bridges, buildings, and other structures or facilities used in the operation of the carrier in the performance of common carrier service on property owned by the carrier. This work will include rail, guard rail, switch stand, switch point frog, tie, plate, spike, anchor, joint, gauge rod, derail and bolt installation and removal; insulated joint installation, maintenance and repair; concrete tie pad maintenance and replacement; erection and maintenance of signs, such as mile posts, speed restriction signs, resume speed signs, crossing and station signs, warning signs, and signs attached to buildings or other structures (except billboards); construction of track panels; welding, grinding, burning, and cutting, ballast unloading, regulating, equalizing, and stabilizing; track and switch undercutting; cribbing between ties; track surfacing and lining, snow removal (track structures and right of way); or crossing installation and renewal work; asphaltting of road crossings, culvert cleaning and removal; yard cleaning; right of way fences; distribution and collection of new and used track, bridge and building material, operate machines, equipment, and vehicles; transporting maintenance of way



employees; mowing, brush cutting, and tree cutting installation; maintenance, and repairs of turntables, platforms, walkways, and handrails; head wall and retaining wall erection; cleaning, sandblasting, and painting of machines, equipment, bridges, turntables, platforms, walkways, handrails, buildings, and other structures or facilities; rough and finish carpentry work; concrete and masonry work grouting, plumbing, and drainage system installation, maintenance and repair work; air line system installation, maintenance and repair work; fuel and water service work; drawbridge operation and maintenance; flagging work in connection with Track Department work and/or B&B Department work, flagging for other work being performed that holds the potential to undermine the integrity of the road bed, flagging for other work has the potential to undermine the integrity of structures such as bridges, building or other structures; and any other work customarily or traditionally performed by BMWWE represented employees.

In the application of this Rule, it is understood that such provisions are not intended to infringe upon the work rights of another craft as established. It is also understood that this list is not exhaustive. It is agreed that in the application of this Scope that any work which is being performed on the property of any former component railroad by employees other than employees covered by this Agreement may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement, and it is also understood that work not covered by this Agreement which is being performed on the property of any former component railroad by employees covered by this Agreement will not be removed from such employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

When and where technological advancements occur, including the implementation of new methods, equipment or any other means of new technology used for the purpose of performing work coming within the scope of this Agreement, such work will be assigned to employees covered by this Agreement. A change in the methods, equipment or any other means of new technology used for the performance of such work will not remove such work from the coverage of this Agreement.

The work identified within this Agreement may not be contracted out without the written permission of the General Chairperson involved.

In the event the carrier is seeking permission of the General Chairperson involved to contract out work within the scope of this Agreement, except in emergencies, the carrier shall seek such permission of the General Chairmen involved, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto. "Emergencies" applies to fires, floods, heavy snow and like circumstances.

If the General Chairmen, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the carrier shall promptly meet with him for that purpose. Said carrier and Organization Representatives shall make a good faith attempt to reach an understanding concerning said contracting, but, if no understanding is reached, the Carrier may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith. However, if the Carrier elects to proceed with the said contracting it is understood, the Carrier shall have the burden of justifying the contracting out of work within the scope of this Agreement.

**VI. Miscellaneous**

- a. The Union has the right to retain any more favorable rule/provision on any employer having a more favorable existing rule/provision and/or agreement than anything agreed to here.
- b. Six-year term.
- c. Standard national moratorium.
- d. New notices may be progressed on or after November 1, 2025 (not to be effective before January 1, 2026).