

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

AFL-CIO — CLC



R. I. KILROY,
International President

File: 279-0-1

Subject: 1981 Wage & Rules Movement

November 13, 1981

ALL LOCAL CHAIRMEN SERVING RAIL
MEMBERSHIP IN THE U.S.

Dear Sisters & Brothers:

To facilitate the ratification of the new National Agreement by the membership, I am furnishing you herewith a copy of the complete text of the agreement, with attachments. The members under your jurisdiction have been advised that you will make the contents of the agreement available to them upon request.

The wage and cost-of-living increases contained in this package average 32.5% over the life of the contract based on an average clerical rate of \$10.26 per hour. A letter of understanding attached to the agreement sets forth the parties intent that retroactive pay due the members for the period April 1, 1981 through September of 1981 be paid by December 23, 1981, (before Christmas) and that every reasonable effort will be made to see that it is paid by then. The remainder of the back pay due will be paid as soon as possible after January 1, 1982.

In addition to the wage package improvements that have been made in the Health & Welfare plan and the Dental Plan, a new Bereavement Leave Rule was added - one holiday changed with one more added - vacation qualifying requirements reduced - and, a new personal leave rule established with additional time. The cost to the Carriers for these additional benefits as well as the cost to maintain present benefit levels escalates the price of the package to 40.2% over the life of the contract.

Your negotiating committee is proud to place in your hands what it believes to be the best possible agreement that could be obtained under the present economic and political circumstances. It was unanimously ratified by the General Chairmen and we are confident that with your help it will be overwhelmingly ratified by the membership.

Sincerely and fraternally,

R. I. Kilroy
R. I. Kilroy
International President

*Pl-2 days pg 13
version pg 5*

cc: Members Executive Council

All AIVP's

All U. S. General Chairmen

All Grand Lodge Staff

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A G R E E M E N T

THIS AGREEMENT, made this tenth day of November, 1981, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees shown thereon and represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1. Effective April 1, 1981, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1981 for employees covered by this Agreement shall be increased in the amount of 2 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of 58 cents per hour in effect on March 31, 1981 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 1 shall be applied as follows:

- (a) Hourly Rates - Add 2 percent to the existing hourly rates of pay.
- (b) Daily Rates - Add 2 percent to the existing daily rates of pay.
- (c) Weekly Rates - Add 2 percent to the existing weekly rates of pay.
- (d) Monthly Rates - Add 2 percent to the existing monthly rates of pay.
- (e) Piece Work - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.
- (f) Red Caps - Hourly rates of pay, or guarantees, for Red Caps shall be increased by 2 percent.

(g) Deductions - Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(h) Application of Wage Increase - The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees. Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

(i) Coverage - The increase in wages provided for in this Section 1 shall be applied only to employees who have a current employment relationship under an agreement with the organization signatory hereto or who have retired or died subsequent to April 1, 1981.

Section 2. Effective October 1, 1981, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on September 30, 1981 for employees covered by this Agreement shall be increased in the amount of 3 percent. applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of .90 cents per hour in effect on September 30, 1981 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3. Effective July 1, 1982, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1982 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of \$1.25 which will be in effect on June 30, 1982 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4. Effective July 1, 1983, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1983 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as

to give effect to this increase in pay irrespective of the method of payment. The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5. Wage rates resulting from the increases provided in this Article I will not be reduced under Article II.

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

Section 1. - Amount and Effective Dates of Cost-of-Living Adjustments

(a) A cost-of-living adjustment increase of 32 cents per hour will be made effective July 1, 1981. The amount of such adjustment will be added to the cost-of-living allowance of 58 cents per hour remaining in effect. As result of such adjustment, the cost-of-living allowance effective July 1, 1981 will be 90 cents per hour.

(b) A further cost-of-living adjustment increase of 35 cents per hour will be made effective as of January 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of 90 cents per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective January 1, 1982 will be \$1.25 per hour.

(c) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a) and (b) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (g) and (h) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective July 1, 1982, based (subject to paragraph (g)(i) below) on the BLS Consumer Price Index for March 1982 as compared with the index for September 1981. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (g)(ii) below, according to the formula set forth in paragraph (h) below:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u> (3)
<u>Base Month</u>	<u>Measurement Month</u>	
(1)	(2)	
September 1981	March 1982	July 1, 1982
March 1982	September 1982	January 1, 1983
September 1982	March 1983	July 1, 1983
March 1983	September 1983	January 1, 1984

(d) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays, and personal leave days in the same manner as basic wage adjustments have been applied in the past.

(e) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(f) On December 31, 1983 the cost-of-living allowance in effect on January 1, 1983 shall be rolled into basic rates of pay and the cost-of-living allowance remaining in effect will be reduced by a like amount. On June 30, 1984, 50% of the cost-of-living allowance then in effect (rounded to the next higher cent if the allowance consists of an odd number of cents) shall be rolled into basic rates and the cost-of-living allowance remaining in effect will be reduced by a like amount.

(g) Cap. (1) In calculations under paragraph (h) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<u>Effective Date of Adjustment</u> (1)	<u>Maximum C.P.I. Increase Which May Be Taken into Account</u> (2)
July 1, 1982	8% of March 1981 CPI, less the increase from March 1981 to September, 1981
January 1, 1983	4% of March 1982 CPI
July 1, 1983	8% of March 1982 CPI, less the increase from March, 1982 to September, 1982.
January 1, 1984	4% of March 1983 CPI

(11) If the increase in the BLS Consumer Price Index from the base month of March 1981 to the measurement month of

September 1981, or from the base month of March 1982 to the measurement month of September 1982, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (h) below in calculation of the cost-of-living adjustment which will have become effective January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1981 to the measurement month of March 1982 in excess of 8% of the March 1981 base index, or from the base month of March 1982 to the measurement month of March 1983 in excess of 8% of the March 1982 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(h) Formula. The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (g) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance which will become effective January 1, 1982 as result of application of Section 1(b) will be adjusted (increased or decreased) effective July 1, 1982 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (g) above, in the BLS Consumer Price Index during the measurement period from the base month of September 1, 1981 to the measurement month of March 1982. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance which will have become effective January 1, 1982 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(1) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or

change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2. - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(f). Such allowance will be applied as follows:

(a) Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I and by Section 1(f) of this Article II.

(b) Daily Rates - Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article I and by Section 1(f) of this Article II.

(c) Weekly Rates - Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article I and by Section 1(f) of this Article II.

(d) Monthly Rates - Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article I and by Section 1(f) of this Article II.

(e) Piece Work - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply. In the absence of any definite rule governing, the equivalent of the hourly amount of the cost-of-living allowance shall be added to the established unit piece-work price.

(f) Red Caps - Rates of pay, or guarantees, for Red Caps, produced by application of Article I and by Section 1(f) of this Article II shall be increased by the hourly amount of the cost-of-living allowance. This amount will be multiplied by the number of hours paid for, and this sum will be added to the earnings of Red Caps regardless of the method of determining their earnings.

(g) Minimum Daily Increases - The increases in rates of pay described in paragraphs (a) to (f), inclusive, shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(h) Application of Wage Increases - The increases in wages produced by application of the cost-of-living allowances shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the cost-of-living allowances shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Special allowances not included in said rates will not be increased.

(i) Coverage - The cost-of-living allowances provided for in Section 1(a) of this Article II shall be applied only to employees who have a current employment relationship under an agreement with the organization signatory hereto or who have retired or died subsequent to the effective dates of the specified allowances.

ARTICLE III - VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, that Agreement is further amended effective January 1, 1982, by substituting the following Article 1(c) and (d) for the corresponding provisions contained in Section 1 of Article III of the Agreement of February 25, 1971:

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(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

ARTICLE IV - HOLIDAYS

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

(b) The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(d) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(e) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) Life Insurance - The maximum life insurance benefit for active employees will be increased from \$6,000 to \$10,000.

(b) Accidental Death, Dismemberment and Loss of Sight - The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from \$4,000 to \$8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from \$2,000 to \$4,000.

(c) Hospital Miscellaneous Benefits - The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$2,000 plus 80% of the excess over \$2,000," to "not more than \$2,500 plus 80% of the excess over \$2,500."

(d) Surgical Expense Benefit -

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from \$1,000 to \$1,500; and the \$1,000 E Surgical Schedule will be replaced by a \$1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure.

Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

- | | |
|--------------------------|-----------------------------------|
| 1. Breast Surgery | 7. Gall Bladder Operations |
| 2. Bunion Surgery | 8. Knee Surgery |
| 3. Cataract Surgery | 9. Prostate Operations |
| 4. Hemorrhoid Operations | 10. Rhinoplasty |
| 5. Hernia Repairs | 11. Tonsillectomy & Adenoidectomy |
| 6. Hysterectomy | 12. Varicose Vein Operations |

(e) Radiation Therapy Expense Benefits - The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar year will be increased from \$400 to \$600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for any one accident or sickness will be increased from \$400 to \$600.

(f) X-Ray or Laboratory Examinations - The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from \$150 to \$250.

(g) Physician's Fee Benefit

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$10.00 to \$12.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$3,650 to \$4,380.

(ii) The maximum amount payable for physician's office visits by an employee shall be increased from \$10.00 to \$12.00, and for home visits from \$12.00 to \$15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) Major Medical Expense Benefits - The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from \$250,000 to \$500,000.

(i) Hospital Emergency Room - To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of \$50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first \$50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of \$100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after January 1, 1982) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits - If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.

Section 5. Suspended and Dismissed Employees - An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.

Section 6. Vacation Pay - The receipt of vacation pay by a furloughed employee will not require that his or her employer make any payment to the insurer or other contribution to the Plan as to such employee and will not cause the furloughed employee to be covered under the Plan, if he or she is not for any other reason so covered, during the month following the month in which the furloughed employee receives such vacation pay.

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan - The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes - The following benefit changes will be made effective as of January 1, 1982:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from \$750 to \$1,000.

(b) The maximum aggregate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from \$500 to \$750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

- a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.
- b. Topical application of fluoride for dependent children, but not more than once in any calendar year.
- c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.
- d. Emergency palliative treatment (to alleviate pain or discomfort).
- e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan - The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes - The following benefit change will be made effective as of January 1, 1982: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from \$50,000 to \$75,000

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

In the event that 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, and The Railroad Employees National Dental 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.

ARTICLE IX - PERSONAL LEAVE

Article IX of the January 30, 1979 Agreement is eliminated, effective January 1, 1982, and the following provisions are applicable:

Section 1

A maximum of three days of personal leave will be provided on the following basis:

(a) Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

(b) Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1982 shall be entitled to two days of personal leave in subsequent calendar years; and

(c) Employees who have met the qualifying vacation requirements during twenty calendar years under vacation rules in effect on January 1, 1982 shall be entitled to three days of personal leave in subsequent calendar years.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer; provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the BRAC agreement.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

ARTICLE X - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

This Article shall become effective thirty (30) days after the date of this Agreement except on such carriers where the organization representatives may elect to preserve existing rules or practices relating to this subject and so notify the authorized carrier representative on or before such effective date.

ARTICLE XI - RATE PROGRESSION

Article VIII of the January 30, 1979 National Agreement and all other local rules governing rate progression or entry rates are eliminated and the following provisions are applicable:

Section 1 - Service First 24-Months

Employees entering service on and after the effective date of this Article on positions covered by an agreement with the Brotherhood of Railway and Airline Clerks (BRAC) shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 80% of the applicable rates of pay (including COLA).

(b) For the second twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(c) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of twenty-four (24) months' combined service.

(d) Service in a craft not represented by BRAC shall not be considered in determining periods of employment under this rule.

(e) Employees who have had a previous employment relationship with a carrier in a craft represented by BRAC and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.

(f) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or other reduced rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first twenty-four (24) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3 - Savings Clause

This Article shall become effective January 1, 1982 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE XII - PROCEDURES FOR HANDLING NOTICES OR PROPOSALS NOT BARRED BY THIS AGREEMENT OR LOCAL AGREEMENTS.

Notices or proposals not barred by this Agreement, or by local agreements, served pursuant to the Railway Labor Act by or on individual carriers which are pending on the effective date of this Agreement and any such new notices or proposals served by or on individual carriers subsequent to the effective date of this Agreement shall be handled in accordance with the terms of the Railway Labor Act, as amended, subject to the procedures outlined below:

(i) Such notices, except those previously progressed to mediation, will not be progressed to mediation for a minimum of 90 calendar days following the date of initial conference on the notices(s) or the date of this Agreement whichever is later, so as to afford the parties an opportunity to reach an agreement in direct negotiations.

(ii) With respect to notices progressed to mediation, except those on which mediation has terminated as of November 10, 1981, the parties will urge the National Mediation Board to conduct mediation for a minimum of 90 calendar days from the date the notice was docketed by the National Mediation Board or the date of this Agreement, whichever is later. Notices subject to paragraphs (i) or (ii) as well as notices on which mediation has terminated prior to or as of November 10, 1981 will be subject to all of the procedures of paragraphs (iii), (iv) and (v) hereafter.

(iii) At any time after the National Mediation Board has advised the parties that it is considering a proffer of arbitration the notices involved in that dispute may be submitted at the request of either party to an Advisory Fact-Finding Panel consisting of six (6) members, two (2) to be selected by the organization, two (2) to be selected by the carrier and

two (2) public members to be selected by mutual agreement of the parties and appointed by the National Mediation Board. The appointment of the public members shall be made within ten (10) calendar days of the date of request. If the parties cannot agree upon the selection of the two (2) public members, the Mediation Board shall make such selection. The Advisor, Fact-Finding Panel shall investigate promptly the facts as to the dispute and make a written report to the parties, setting forth advisory recommendations for resolution of the dispute. Such report shall be issued within sixty (60) calendar days from the date of the appointment of the two (2) public members. The time limit for issuing the report may be extended by agreement between the organization and carrier members of the Panel. However, in the event the carrier and organization members are unable to agree on an extension of time, the public members may extend the time limit on their own motion for one (1) additional thirty (30) calendar day period. The procedures and manner of investigation of the Fact-Finding Panel shall be established by the Panel.

(iv) Following the issuance of the report of the Advisory Fact-Finding Panel, negotiations and/or mediation will resume for a period of not less than 60 calendar days from the date the report was issued.

(v) If the dispute is not resolved as set forth above and has not been submitted to arbitration, then any time following 60 calendar days from issuance of the Advisory report set forth in (iv) above or after the Mediation Board has terminated its services, whichever is later, either party to the dispute may serve a 30-day written notice to the other that peaceful efforts have failed to resolve the dispute. Thereafter the dispute may be progressed to a conclusion under the Railway Labor Act.

ARTICLE XIII - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and is in settlement of the dispute growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about January 20, 1981, (wage and rules) and February 2, 1981, (health and welfare and dental); and proposals served on or about January 21, 1981 by the carriers for concurrent handling therewith.

(b) This Agreement shall be construed as a separate Agreement by and on behalf of each said carriers and their employees represented by the organization signatory thereto, and shall remain in effect through June 30, 1984 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to April 1, 1984 (not to become effective before July 1, 1984) any notice or proposal for the purpose of changing the provisions of this Agreement, or which proposes matters covered by the organization's proposals referred to in paragraph (a) of this Section 2, and any proposals in pending notices on such subject matters are hereby withdrawn.

(d) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

ARTICLE XIV - EFFECTIVE DATE OF AGREEMENT

The date of the Organization's notification to the Carriers that the Agreement has been ratified shall be considered the date of this Agreement and the date of execution of this Agreement.

SIGNED AT WASHINGTON, D.C. THIS 10TH DAY OF NOVEMBER, 1981, SUBJECT TO RATIFICATION.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE BROTHERHOOD OF RAILWAY, AIRLINE
AND STEAMSHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES:

Charles J. H. P.
Chairman

C. M. Burch

C. E. E. Perry

J. L. Otermund

R. J. Jordan

W. M. Mervin, Jr.

George A. Paul

R. D. Kelsoy

D. A. Bold

F. T. Lynch

Gerald Tippet

E. J. Neal

R. J. Devlin

J. E. Greenland

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: (Cont'd.)

L. W. Sloan

R. C. Steele, Jr.

Robert E. Vinton

FOR THE BROTHERHOOD OF RAILWAY, AIRLINE
AND STEAMSHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES: (Cont'd.)

L. A. Coleman

Robert M. Curran

Al Richman

W. H. Totten

Thomas Fitzgibbon

J. B. Bishop

R. Manton

J. C. Campbell

Wm. F. Van Kleeck

