



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference—International Brotherhood of Teamsters

NATIONAL DIVISION

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BLET-WRGCA

DON M. HAHS
National President

FRIDAY'S MAIL

September 23, 2004

ALL GENERAL CHAIRMEN

RE: December 16, 2003, National Agreement Article IV, Part A, Section 5 –
Short-Term Disability.

Dear Sirs and Brothers:

Enclosed are the Implementation Guidelines for Article IV, Part A, Section 5 of the December 16, 2003, National Agreement as it pertains to short-term disability dated, September 9, 2004.

These implementation guidelines are being provided to you as a supplement to the December 16, 2003, National Agreement. It is my hope that this short-term disability plan will provide a much-needed benefit to our members when they find themselves in a position that they cannot work due to no fault of their own.

With best wishes and warmest personal regards, I am

Fraternally yours,

President

Enclosure

Cc&enc. E.W. Rodzwick, FVP
W.C. Walpert, NST
Advisory Board

BLET – SHORT-TERM DISABILITY PLAN
ARTICLE IV, PART A, SECTION 5
DECEMBER 16, 2003 NATIONAL AGREEMENT
IMPLEMENTATION GUIDELINES

1. Each carrier covered by the BLET's Short-Term Disability Plan ("Covered Carrier") shall remit a \$40.00 monthly payment, commencing with the month of July 2004, to such Plan, as provided below, with respect to each locomotive engineer who meets the qualification standards set forth in paragraph 2 below ("Qualified Engineer").

2. The \$40.00 payment shall be due each month on behalf of each locomotive engineer on a Covered Carrier who—
 - A. Has performed compensated service as a locomotive engineer under a BLET agreement during the preceding month; and

 - B. Satisfies any one of the following conditions:
 - (i) renders compensated service as an operating craft employee on an aggregate of at least seven calendar days during the preceding month, or

 - (ii) receives vacation pay for an aggregate of at least seven calendar days during the preceding month based on operating craft service, or

 - (iii) renders compensated service on and receives vacation pay (subject to the conditions described in subsections (i) and (ii) above) for a combined aggregate of at least seven calendar days during the preceding month.

NOTE 1: The exceptions to the health and welfare plan eligibility criteria set forth in paragraphs 2 and 3 of Side Letter #7 to the May 31, 1996 National BLE Agreement shall be applicable for purposes of determining a locomotive engineer's qualification for the \$40.00 payment pursuant to this Paragraph 2.

NOTE 2: The qualification standards set forth in Sections A and B above of this Paragraph 2 are established without prejudice to the parties' respective rights and positions as to the appropriate interpretation and application of the applicable collective bargaining agreement provisions and will remain in effect on a trial basis until June 30, 2005.

3. The carrier's aggregate monthly remittances to the BLET STD Plan during a given month on behalf of its Qualified Engineers shall be made no later than the 10th day (or if such date falls on a weekend or holiday, the first business day immediately following such date) of that month.
4. The parties shall investigate the legality and feasibility of utilizing the Railroad Employees National Flexible Benefits Program ("FBP"), after the FBP is established, as a source of funding (on a pre-tax basis) the \$40.00 Plan payment in a given month on behalf of a locomotive engineer covered by the BLET STD Plan who does not qualify for such payment by the carrier with respect to that month. If it is found to be legal and feasible to utilize the FBP in that manner, the parties shall use their best efforts to develop and implement such arrangements.
5. Each Covered Carrier shall provide the BLET STD Plan's administrator with the information described in Attachment A in connection with its remittances to the Plan. The reporting format and method of transmission shall be determined by the Carrier in consultation with the administrator.

Dated: September 9, 2004

September 9, 2004

#1

Mr. Don M. Hahs
National President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:


This confirms our understanding with respect to the Implementation Guidelines of this date with respect to Article IV, Part A, Section 5(a) (Short Term Disability) of the December 16, 2003, Agreement.

The parties recognize that the qualification standards set forth in Paragraph 2 of the Implementation Guidelines have been developed, without prejudice to our respective views on the appropriate interpretation of the applicable collective bargaining agreement language ("Section 5(a)"), on the basis of our shared expectation that, in actual experience, there will only be a small percentage of locomotive engineers who ebb and flow between the operating crafts in any given month. To that end, those standards are being implemented on a trial basis. It is understood that if, prior to expiration of the trial period, either party concludes that such expectations are inconsistent with actual experience and so notifies the other party, the parties shall promptly resume discussions on the appropriate interpretation and application of Section 5(a)'s qualification standards. If the parties are unable to reach agreement on that matter within thirty (30) calendar days after commencement of discussions, the dispute may be referred by either party to resolution by final and binding party-paid arbitration. During the pendency of the discussions and arbitration described above, the qualification standards set forth in Paragraph 2 shall remain in effect. The arbitration award shall become effective fifteen (15) days after the date of issuance.

The parties further agree that if such arbitration results in revised qualification standards, such revised standards shall take effect on the first day of the full calendar month that immediately follows the effective date of the arbitration award to allow advance notification to all affected persons.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,


Robert F. Allen

I agree:


Don M. Hahs

DISABILITY ELIGIBILITY FILE LAYOUT

HEADER RECORD		Required (Y)es or (N)o							
1	Record Type	Y	1	A = Header	alpha				
2	UIS Customer Number	Y	7	0119268	numeric				Record type of 'A' = Header Record 0119268
9	Date File Created	Y	8	mmddyyyy	numeric				
17	Employer Name	Y	50	N/A	alpha				Enter Railroad Name
EMPLOYEE DETAIL RECORD									
9	Employee ID (Social Security Number)	Y	11	N/A	alphanumeric				The Employee ID is usually the employee's Social Security Number (right-justified and zero filled). This field is the key to the file.
52	[Employee] Last Name	Y	20	N/A	alpha				The Employee's Last Name. Any titles, such as JR or SR, are included in this field. These suffixes are separated from the last name by a space. This entire entry is left justified. No punctuation included.
72	[Employee] First Name	Y	12	N/A	alpha				The Employee's First Name. It is acceptable to have double names which are separated with a space. If the member uses his/her middle name, you may have the first initial followed by the middle name. The entire entry is left justified.
85	[Employee] Birth Date	Y	8	mmddyyyy	numeric				The Employee's date of birth in month-month-day-year-year-year format.
95	[Employee's] Employment Date	Y	8	mmddyyyy	numeric				The date the Employee started work with the company. This includes the adjusted 'start date' if credited service dates are applicable (net credited service date). This date should be in month-month-day-year-year-year format.
EMPLOYEE CONTACT INFORMATION									
122	[Employee] Mailing Address 1	Y	32	N/A	alphanumeric				The mailing address where the Employee receives correspondence. This is a required field for a domestic address. No punctuation should be used. The entry should be left justified.
154	[Employee] Mailing Address 2	N	32	N/A	alphanumeric				Optional address field which may be used for a care of name, foreign address, post office box or apartment number. No punctuation should be used and the entry should be left justified.
186	[Employee] Mailing Address - City	Y	21	N/A	alpha				The name of the city where the Employee receives correspondence. This is a required field for a domestic address. No punctuation should be used. The entry should be left justified.
207	[Employee] Mailing Address - State	Y	2	Postal Abbreviations	alpha				Identifies the state where the Employee receives correspondence. This is a required field for a domestic address. This field contains the standard postal abbreviations. please see Appendix C in the Eligibility Handbook.
209	[Employee] Mailing Address - Zip Code	Y	9	N/A	numeric				The postal zip code where the Employee receives correspondence. The field includes 5 digit zip code and 4 digit postal routing number. A 5 digit zip code is required for a domestic address. No punctuation should be used. This entry should be left just

DISABILITY ELIGIBILITY FILE LAYOUT

		Required (Yes or No)							
SHORT TERM DISABILITY ONLY		Y	2	ST					
292	STD Coverage	Y			alpha				Identifies employee has STD coverage
310	STD Report Number (Group Number)	Y	7	0116288	numeric				STD Report Number is a selected policy contract number used by MetLife in reporting premium and claim data to a customer.
317	STD Subcode (Subdivision)	Y	4	0077	numeric				STD Subcode is a code designed to separate experience between premium and or claims for billing, tracking and reporting purposes.
321	STD Subpoint (Branch)	Y	4	N/A	alphanumeric				STD Subpoint is a code designed to separate experience between premium and or claims for billing, tracking and reporting purposes.
TRAILER RECORD									
1	Record Type	Y	1	Z = Trailer	alpha				
2	UIS Customer Number	Y	7	0116288	numeric				

- Subcode 0001 Consolidated Rail Corporation
- Subcode 0002 CSX Transportation
- Subcode 0004 Elgin, Joliet & Eastern Railway
- Subcode 0005 Kansas City Southern Railway
- Subcode 0006 Longview Switching Company
- Subcode 0007 Portland Terminal RR
- Subcode 0008 Union Pacific Railroad
- Subcode 0009 Utah Railway
- Subcode 0010 Winston Salem Southbound