

October 1, 1982

File EF-1(b) 9/28/82

Division Superintendents  
Terminal Superintendents

I have attached copies of the National Agreement with the BLE dated September 28, 1982.

Article I - General Wage Increases and Article II - Cost of Living Adjustments - provide for percentage increases and COLA comparable to those agreed to with the non-operating organizations.

The Rate Sheets referred to in Section 1(c) have not as yet been furnished. We will forward them to you when received.

Attention is called to the letter of understanding attached to the Agreement providing that retroactive wage increases (back pay) will be paid within sixty (60) days following the date of the Agreement. The attention of the Accounting Department is called, particularly to the second paragraph of said letter, which excludes back pay adjustment to employees who are no longer employed, unless they retired or died during the back pay period. It is our understanding that checks covering back pay on Burlington Northern will be issued during the November second half.

Article III - Vacations - amends the April 29, 1949 Vacation Agreement to provide that an employee having eight or more years of continuous service with the employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof.

An employee having seventeen or more years of such continuous service will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof.

These provisions are effective January 1, 1982, and the vacations are subject to the employee meeting the standard requirements for qualification as stated in the Agreement.

Attention is called to the letter of understanding attached to the Agreement providing that employees eligible for an additional week of vacation in 1982 because of the revisions provided for in Article III should be granted such additional vacation prior to the end of the 1982 calendar year, if

possible. If we are unable to grant the additional week of vacation during 1982, these employees shall be paid in lieu of that additional week of vacation.

Paragraph (h) of Article III is the standard provision concerning discharged employees contained in prior agreements. It has been updated to the extent of making the computations for determining qualifications compatible with the changes in length of vacations referred to above.

Article IV - Holidays - provides that effective January 1, 1983, the Veteran's Day Holiday is eliminated. The day after Thanksgiving Day, and New Year's Eve (the day before New Year's Day is observed) will be holidays in 1983. (In the case of New Year's Eve, the first time this occurs will be January 1, 1984.)

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

Article V - Health and Welfare Benefits, Article VI - Dental Benefits, and Article VII - Early Retirement Major Medical Benefits - provide for continuation of the present Plans. Detailed contract language effectuating all changes to be worked out by the Joint Policyholders Committee with the insurer.

The Benefit Changes contained in the Agreement are to be made effective on November 1, 1982.

The health and welfare changes are the same as those agreed to with the non-operating unions with the exception that payment in lieu of vacation to BLE employee on furlough will continue to require premium payment for that month and provide for three additional months of coverage if still on furlough. Any continuing cost for continuation of this benefit for BLE employees will be offset by our not having to make the benefit improvements retroactive to January 1, 1982.

Article VIII - National Health Legislation - provides that in the event of national health legislation, covered expenses will be integrated with the existing Plans so as to avoid duplication.

Article IX - Expenses Away From Home - provides that effective December 1, 1982, the meal allowance provided for in the 1964 National Agreement will be increased from \$2.75 to \$3.85.

Local agreements on BN, approved by this office, providing for a \$3.00 meal allowance for crews not stopping to eat en route, and which provide such allowances will be increased if the National Agreement for meals away from home is increased, will be increased from \$3.00 to \$4.15 effective December 1, 1982. There are no increases to be made in the \$1.50 allowance to crews in interdivisional service.

Article X - Study Commission - This provision is included as a result of the recommendations of Emergency Board No. 194 and provides for the means to establish a Commission to investigate and consider the subjects listed in Section 2 of Article X.

Article XI - Lump Sum Payment - provides that those employees covered by the BLE Agreement who:

- (a) have had an employment relationship with their employing carrier under the BLE Agreement as of April 1, 1981, and
- (b) have continued such employment relationship up to December 31, 1982, and
- (c) have performed any compensated service under such BLE Agreement during the period from April 1, 1981 to December 31, 1982

will be allowed a lump-sum payment of \$230.00 if the employee's first service performed on or after January 1, 1982 was as a locomotive engineer. We presume this can be determined by the computer. For all other employees qualifying therefor, the lump-sum payment will be \$200.00. These lump-sum payments are to be made not later than the first payroll period ending in July 1983, and by separate check.

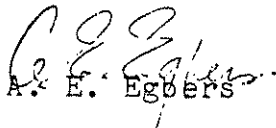
An employee who otherwise meets all of the outlined qualifications except not having an employee relationship as of the specified dates because of having been dismissed from service will be considered eligible for the lump-sum payment if he is subsequently reinstated with seniority unimpaired.

There shall be no duplication of lump-sum payments by virtue of employment under an agreement with another organization.

Receipt of the lump sum payment will not be considered a factor in connection with nor trigger any other benefit or compensation provided by agreement, such as health and welfare, vacations and guarantees.

As stated in the first paragraph of Article XI, this one time lump payment is in lieu of personal leave days provided for in the "pattern" agreements with the non-ops over the term of this contract, i.e., through June 30, 1984.

Article XII - General Provisions - This article contains the standard provisions as to the effect of the agreement, and the moratorium agreement on serving of new notices, (pertaining to the specified items), prior to January 1, 1984, not to become effective before July 1, 1984.

  
A. E. Egbers

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cc: Executive Department  
Mr. W. F. Thompson  
All Regional Vice Presidents  
All Regional Managers-Labor Relations  
Mr. J. W. Wresche  
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