

BMWED Tentative Agreement 2022 (BNSF)



BURNOR System Federation
Burlington System Division

This PowerPoint does not replace or alter the language of the Agreement or position of BMWED on BNSF.

CONTENTS

- Prior Agreement History
- Health & Welfare
- General Wage Increases (Bonus & Backpay)
- Away from home expenses breakdown (BNSF)
- Personal Leave Day
- Recommendation

PRIOR AGREEMENTS HISTORY



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PRIOR AGREEMENT HISTORY

Bargaining Round	Total Increase GWI	Increase in the CPI-W	Real Wage Change
1985 (1986)	11.4%	13.5%	-2.0%
1990 (1991)	10.0%	26.2%	-12.8%
1995 (1996)	17.7%	12.1%	5.0%
2000 (2001)	13.7%	12.7%	0.9%
2005 (2007)	17.0%	13.8%	2.8%
2010 (2012)	15.6%	8.6%	6.4%
2015 (2018)	12.5%	8.9%	3.3%
2020 (2022)	22.0%	25.8% (Projected)	-3.8%

2022 – PEB 250

2018 – Binding Arbitration

2012 – Members Ratified (PEB 243)

2007 – Members Ratified

2001 – Members Ratified

1996 – Members Ratified (PEB 229)

1991 – Imposed by Congress (PEB 219)

1986 – Members Ratified

HEALTH & WELFARE



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HEALTH & WELFARE HISTORY

The recent history of what the Health & Welfare monthly employee cost sharing payments would have been had it not been frozen at \$228.89 from 2018 Agreement.

YEAR	MONTHLY COST SHARE	DIFFERENCE
2016	\$228.89	-
2017	\$261.37	+\$32.48
2018	\$245.07	-\$16.30
2019	\$248.59	+\$3.52
2020	\$248.59	\$0.00
2021	\$262.10	+\$13.51
2022	\$287.46	+\$25.36

***From BRS PowerPoint**

HEALTHCARE BREAKDOWN

CURRENT	BNSF YEARLY	BMWED YEARLY	BNSF MONTHLY	BMWED MONTHLY
National Plan	\$23,285.76	\$2,746.68	\$1,940.48	\$228.89

BNSF at the PEB argued that we have only been paying 12% and that we should be paying 15% of the plan. The PEB agreed with their argument and removed the cap which was a dollar amount of \$228.89. We are now locked in to pay 15% for the duration of this TA Agreement and until a New Agreement is reached. Remember there are also two benefits that will increase the plan hearing aids and the autism speech which is estimated to be 0.5% or 11.8 million and the plan is also to be re-bid similar to what we proposed in 2018.

PROJECTED BY PEB	BNSF YEARLY	BMWED YEARLY	BNSF MONTHLY	BMWED MONTHLY
(TA) 2023 – PEB	\$23,604.00	\$3,540.00	\$1,967.00	\$295.00
(TA) 2024 - PEB	\$24,640.80	\$3,696.00	\$2,053.40	\$308.00

Remember our agreement will run till December 31, 2024. We can serve our Section 6 Notice in November 2024. But this does not stop the requirement of the 15%. Our last raise would be July 1, 2024. Here our the PEBs projections:

PROJECTED BY PEB	BNSF YEARLY	BMWED YEARLY	BNSF MONTHLY	BMWED MONTHLY
2025 – PEB	\$26,080.80	\$3,912.00	\$2,173.40	\$326.00
2026 – PEB	\$29,280.00	\$4,392.00	\$2,440.00	\$366.00

Remember this is what the PEB Projections are on the next slide we did an additional breakdown percentage increase.

HEALTHCARE BREAKDOWN PROJECTED PEB vs. 4.8%

CURRENT	BNSF YEARLY	BMWED YEARLY	BNSF MONTHLY	BMWED MONTHLY
National Plan	\$23,285.76	\$2,746.68	\$1,940.48	\$228.89

Healthcare is usually averaged to go up 4.8% and that is what we used for the chart below. Below is also the PEB chart they placed a huge jump in 2026.

PROJECTED – 4.8%	BNSF YEARLY	BMWED YEARLY	BNSF MONTHLY	BMWED MONTHLY
2023 – 4.8%	\$24,403.44	\$3,660.48	\$2,033.62	\$305.04
2024 – 4.8%	\$25,574.76	\$3,836.16	\$2,131.23	\$319.68
2025 – 4.8%	\$26,802.36	\$4,020.36	\$2,233.53	\$335.03
2026 – 4.8%	\$28,088.88	\$4,213.32	\$2,340.74	\$351.11

PROJECTED BY PEB	BNSF YEARLY	BMWED YEARLY	BNSF MONTHLY	BMWED MONTHLY
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ADDITIONAL HEALTH & WELFARE INFORMATION

- Hearing benefits increased from \$600.00 to \$2,000.00
- Added coverage for diagnosis and treatment of Autism Spectrum Disorder, without application of age or dollar limitations. This includes speech, occupational, and physical therapies.
- Removed age restrictions on speech therapy as part of treatment delay, cerebral palsy, hearing impairment, or major congenital anomalies that affect speech such as cleft lip and cleft palate.
- No increases to co-pays, deductibles, or out-of-pocket expenditures.
- Rate of 15% cost sharing frozen at the monthly rate for the year 2025 or \$398.97, whichever amount is less. The cost share amount at the end of the contract will not increase beyond \$398.97 while engaged in the next round bargaining.

GENERAL WAGE INCREASES



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GENERAL WAGE INCREASES (GWI) & BONUS

- General wage increases (GWIs) apply to all hourly, daily, weekly and monthly rates of pay in the following percentage amounts:
 - July 1, 2020 3.0%
 - July 1, 2021 3.5%
 - July 1, 2022 7.0%
 - July 1, 2023 4.0%
 - July 1, 2024 4.5%
- Wage increases for the period of July 1, 2020, until the effective date of the agreement will be paid retroactively (often referred to as “backpay”) within 60 days of ratification. These wage increases apply to employees who have an employment relationship with a carrier on the date of the Agreement or who retired or died after June 30, 2020, for wage increases and November 30, 2020 for service recognition bonus payments.
- In addition to the GWIs, the agreement provides additional \$1,000 lump sum payments (“Service Recognition Bonuses”) to be paid annually to employees working under the collective bargaining agreement, for a total of \$5,000. \$3,000 of the lump sum payments will be paid with your backpay upon ratification of the Agreement.

AWAY FROM EXPENSES – BREAKDOWN

THERE IS NO BNSF SPECIFIC

This PowerPoint is explaining the TA from the PEB. BMWED Federations representing BNSF members maintain that are many provision in our current agreement provisions which were the results of quid pro quo Bargaining. We anticipate we will end up in arbitration over some of the issues in the PEB.



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MILEAGE & TOLLS

- Each employee that drives their personal vehicle (via the most direct route) will be provided mileage reimbursement at the IRS business rate in effect for miles driven in connection with their performance of work for the railroad.
- IRS Mileage rate will automatically adjust when the IRS adjusts its mileage rate.
- Each employee will also be reimbursed for tolls in the most direct route of travel and that are necessary complete the travel. Receipts for tolls must be submitted to substantiate and be reimbursed.

This includes midweek moves, going to school etc.

MEALS & INCIDENTAL EXPENSES (PER-DIEM)

- GSA Standard CONUS per diem rate of \$59 per workday and paid at 75% on a travel day which is currently \$44.25.
- Daily M&IE per diem paid on first day employee travels and continues until the last day of the employee's workweek.
- Additional daily M&IE per diem is paid for an additional travel day (at \$44.25) if the employee must travel more than 300 miles but less than 750 miles to get home and employee utilized lodging on such day. Daily M&IE per diem is paid at \$59 if the employee travels 750 miles or more in a single day to report to work or return home.
- Two daily M&IE per diems are paid (at \$44.25 and \$59) when the employee must travel more than 750 miles over two days and utilized lodging.

Our 20/50 was done in 2012 Agreement in quid pro quo bargaining. If the carrier tries to change that we will end up arbitration. We also have per-diem seven days a week by agreement gotten in quid pro quo, this to will end up in arbitration if they try not to pay it.

LODGING

- When the railroad does not provide appropriate single-occupancy lodging, each employee will be reimbursed at GSA Standard CONUS scheduled amount (currently \$98 per night) for single occupancy lodging room plus taxes limited to the GSA reimbursable amount. Reimbursement may be conditioned on submission of receipts.
- Lodging begins the night preceding each workday in a workweek.
- Additional lodging night provided/reimbursed at the end of a work week at the employee's request if employee must drive more than 300 miles (but less than 750 miles) to get home.
- Two additional lodging nights provided/reimbursed at the end of a work week at the employee's request if employee must drive 750 miles or more to get home.

Our agreement provides for seven-day lodging may end up in arbitration over that. Our agreement also requires crews by Rule 38K to be bulletined as "Rule 38 – Lodging Provided or Rule 38 – No Lodging Provided"

3rd WEEKEND FLY HOME

- Article XIV, Section 2 of the September 26, 1996 National Agreement remains in effect so that an Employee can stay over in carrier-provided lodging and per diem and fly home on 3rd week.
- 1996 National Language from BNSF Agreement (2002)
 - E. For employees required to work over 400 miles from their residences the carrier shall provide, and these employees shall have the option of electing, an air travel transportation package to enable these employees to return to their families once every three weeks. Ground transportation from the work site to the away from home airport shall be provided by each carrier, and on the return trip the carrier shall provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the employer can require the employees to give advance notice of their intention to elect the air transportation option so that the carrier may take advantage of discounted air fares. Employees must make themselves available for work on at least ninety percent of the regularly scheduled work days during the three week period. And, they will not qualify for the travel allowance set forth in Section A, above, during the three week period. Irrespective of the customary meal and lodging entitlement that employees have under their local agreements, when employees elect the air transportation option, they shall be entitled to meals and lodging during their two away from home weekends in the three week cycle and they shall not be entitled to meals and lodging during the third weekend upon which they return home by air transportation. [9/26/96 National Agreement, Article XIV]

PAID PERSONAL LEAVE



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PAID PERSONAL LEAVE

- Paid Personal Leave all employees hired on or before September 30th of each calendar year will be provided an additional day of paid time off in that year. The paid personal day can be used as an additional personal leave day, an additional single day of vacation, or a personal holiday to be taken on your birthday or the day immediately preceding or following your birthday if your birthday falls on a weekend.

BURNOR & BURLINGTON RECOMMENDATION

- **First and foremost, make sure you VOTE!**
- **Everyone should cast a ballot this go around!**
- Review the documents and make the decision for yourself. As everyone's situation is different.
- General Chairmen Mozinski & Loveland voted **NO** in sending the TA out as is.

