

**AGREED-UPON  
QUESTIONS AND ANSWERS**

**ARTICLE I – WAGES**

- Q1. Will an individual furloughed or suspended when the agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A1. Yes.
- Q2. Will an individual in dismissed status when the agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive wage adjustment to the extent applicable and consistent with the reinstatement.
- Q3. Will an employee who has been dismissed/suspended between July 1, 2016, and the effective date of this agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?
- A3. Yes, to the extent applicable.
- Q4. Will the retroactive wage increases be applied to the basic daily and overmile rates of pay, overtime, trip rates, penalty claim payments and arbitraries or special allowances expressed in time or miles?
- A4. Yes, if and to the extent subject to the application of general wage increases.
- Q5. Will the retroactive wage payments made to employees include previous vacation payments, Personal Leave Days and all other contractual pay entitlements?
- A5. Yes, if and to the extent such payments are subject to the application of general wage increases.
- Q6. Will General Wage Increases be applied to current entry rates?
- A6. Yes. The pay rates and any other applicable elements of compensation to which entry rates are applied will be subject to the applications of the General Wage Increases as provided in Article I.
- Q7. Will GWIs, including retroactive back payments, be applied to training payments made to employees in training programs where SMART-TD holds the applicable agreement on the property and such application is not specifically excluded by such agreement?
- A7. Yes.
- Q8. Will GWIs, including retroactive back payments, be applied to training payments made to employees in yardmaster training programs on properties where SMART-TD represents yardmasters?

- A8. This will be addressed in the same manner as in the past on each individual carrier.
- Q9. If an employee has worked subsequent to June 30, 2016, under another national agreement (and received retroactive pay for such work) and as a trainman or yardmaster under this agreement, is that employee entitled to retroactive pay under this agreement for his/her trainman or yardmaster work?
- A9. Yes, if otherwise eligible and provided there is no duplication.
- Q10. Will an employee who maintains an employment relationship with a carrier but who has been promoted to a position in another craft under a CBA with another organization that is party to this agreement between June 30, 2016, and the effective date of this agreement, be eligible for the retroactive pay for the time worked under both CBAs?
- A10. Yes, if otherwise eligible and provided there is no duplication.
- Q11. Will RRA Tier I and Tier II taxes, as well as applicable federal, state and local taxes, be applied to the retroactive pay received by an employee?
- A11. Yes, as required by applicable law.
- Q12. Will the GWIs provided for in this agreement be applied to guaranteed extra board and furlough retention board rates of pay?
- A12. Yes, if and to the extent such rates of pay are subject to the application of general wage increases.

## **ARTICLE II – HEALTH AND WELFARE**

### **Section 2 – Plan Design Changes**

- Q13. Are the Plan design changes intended to be implemented January 1, 2018?
- A13. Yes, to the extent possible. In those instances where it is not possible to do so, the Plan design changes will be implemented as soon thereafter as practical.
- Q14. The Plan has been modified to include benefits for “telemedicine”. How will this benefit be administered by the various medical benefit administrators?
- A14. Teladoc will provide the telemedicine services for each of Aetna, Highmark, and United Healthcare.
- Q15. Is “telemedicine” limited to MMCP In-Network or can a member utilize this service on an out-of-network basis or if they are enrolled in CHCB?
- A15. Teladoc will administer the telemedicine benefits as a \$10 copay for MMCP and a 20% coinsurance for CHCB (no deductible will apply to this service).
- Q16. With the Care Coordination/Medical Management now being provided by Optum as the sole administrator, how will individuals be transitioned from the programs administered by Aetna or Highmark BCBS?

- A16. The designated Labor and Management representatives will schedule meetings as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties. Every effort will be taken to assure that individuals maintain the continuity of care being received from their current administrator until such time as it is practical to transition to programs administered by Optum.
- Q17. This Agreement provides for the establishment of Expert Second Opinion, Health Advocacy, End-of-Life Counseling and Centers of Excellence benefits which are to be available on a wholly voluntary basis and without any co-payment or co-insurance paid by the member when utilizing these benefits. How will these value-added services be administered?
- A17. The signatory organizations and the National Carriers' Conference Committee shall be joint administrators for these value-added programs. The designated Labor and Management representatives will schedule meetings as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties.
- Q18. The Plan benefits have been amended to include telemedicine and the pharmacy benefits have been amended to include Screen Rx, Medical Channel Management and Fraud, Waste and Abuse. How will these new benefits/programs be administered?
- A18. The signatory organizations and the National Carriers' Conference Committee shall be joint administrators for these added benefits/programs. The designated Labor and Management representatives will schedule meetings as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties. Teladoc will administer the telemedicine benefit and Express Scripts will administer the new drug programs.
- Q19. This Agreement provides for the establishment of Centers of Excellence Resource Services. How and when will members be advised of the availability of this service?
- A19. The designated Labor and Management representatives will schedule meetings with the vendors selected to provide these benefits as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties.
- Q20. The Centers of Excellence Resource Services is limited to specific cardiac care conditions at the Cleveland Clinic. Did the parties contemplate the addition of other facilities for the treatment of other conditions, such as cancer centers?
- A20. The parties will certainly look at other conditions and Centers of Excellence for treatment of those conditions, implementing same upon mutual agreement between the parties.
- Q21. If a member uses telemedicine services and, as a result has to lay off due to illness, how will the carriers treat a note from the telemedicine physician regarding that lay off?
- A21. In the same manner they would treat a note from a physician's office or other medical facility in accordance with any governing policy.

Q22. With the change in frequency of eye examinations and the lens/frame benefit to a calendar year basis rather than the current 12/24-month basis, will all members and their eligible dependents have their eligibility reset to January 1 so they are eligible for their eye examination or lens/frame benefit on or after January 1, 2018, if they would otherwise be eligible for the eye examination or lens/frame benefit in 2018?

A22. Yes.

Q23. Are all provisions of the existing health and welfare plan that require mutual agreement for change preserved except for the specific plan design changes provided for in this agreement?

A23. Yes.

Q24. Are the Value-Added Services and the New Pharmacy Programs subject to HIPAA privacy protections?

A24. Yes, to the extent HIPAA privacy protections are applicable.