



St. Louis HUB

**Brotherhood of Locomotive
Engineers & Trainmen**

Division 42

Engineer's Guide

To

Agreement Claims



2010
2nd Edition



Brotherhood of Locomotive Engineers & Trainmen

International Brotherhood of Teamsters
Division 42

Dear Brothers:

The enclosed Engineer's guide has been prepared in the hope of educating & encouraging each one of you to help in protecting the integrity of our Craft and Contract. The senior members have witnessed the chipping away and reduction of our income with each new National Agreement. The strongest tools we have available to us are education and working together. As the torch passes from one generation of Locomotive Engineer's to another, we each have to assume the responsibility of educating the next, thereby protecting the Contract and Craft for the next generation.

Having said that, if you are a Locomotive Engineer and you choose to disregard valid claims, you make it easy for the Railroad to do away with agreements in future negotiations, thus making conditions of Locomotive Engineers & their families worse in the years to come. A lack of active participation in your Union and Brotherhood will ultimately lead to the demise of the strength of the Union & profession of Locomotive Engineer, as we know it today.

All brothers new and old alike must put aside differences of age, seniority or work location. We must work together from the local level to keep this Union a strong Brotherhood. This is what it takes to get the International and General levels to listen. All engineers should share their knowledge and experience on all these issues to help the younger generation progress and improve the craft of Locomotive Engineer.

Please take full advantage of these claims, it only takes a few minutes of time to turn them in and gather the necessary documentation for processing. Ignoring them could cost you and generations to come benefits we now have. More importantly, we owe this to one another as a Brotherhood and Union to protect our families. Remember, it is our Brotherhood and Union that oversees Legislation and Agreements that affect health, dental, and vision insurance, disability, life insurance, railroad retirement and safety issues as well as our agreements with the Carrier. Please learn and understand your agreements and help others with the issues enclosed. Also stay involved in your local Union, as this will only make us stronger as a whole and will allow us to preserve the proud profession of Locomotive Engineers now and into the future.

Fraternally
Your Local Officers
BLET Div. 42

Division 42 Meetings are scheduled for the last Wednesday of every month at 1:00 P.M at St. Louis, MO at the Union Hall located at 1611 South Broadway and at 6:30 P.M at the Hickory Log Restaurant located at 1314 Hwy Business 60 West, Dexter, MO.

MAXIMIZING INCOME

PROCESSING CLAIMS:

Use the following information when making claims:

- Standardize your claim formats
- State what you want
- List facts and details
- Provide agreement support

Use this guide to help make payment of claims more successful and assist in the appeal process. Always **DOCUMENT** and/or **NOTE** the following:

Date and time of incident - Train ID - Engine Number – Car Numbers when necessary – Names of other employees involved.

IMPORTANT: Claims occurring during your “tour of duty” should be noted on your working time slip whenever possible.

PROCESSING DENIED CLAIMS:

YOUR RESPONSIBILITY to better ensure that your appeal of a denied claim is successful requires the following:

1. On the day you make your claim make a copy of both the claim and the working time slip. If other documentation is part of your claim (mishandled, earnings, etc.) print a computer printout of the board or boards involved. This information is available in CMTS under “Inquiries”. Board Inquiries, Job Histories, and Yard Histories are available and can be printed from a home computer.
2. Save any other paperwork that supports your claim including call sheets, lists or other instructions. Note the name of person(s) who have relevant knowledge to support claim.
3. Provide a written statement describing what took place, signed and dated by you. If appropriate, obtain written statements from others.
4. Make a **copy** of your **pay sheets** and check stubs that pertain to this claim. (Information on these documents is not otherwise available to your local chairman.) This is where you are notified of your claim being denied.
5. Try to adjust the claim with shortage clerk. **(800) 877-0309**. If this effort fails, see #6.
6. Assemble the documentation and leave the information in your **BLET** Local Chairman’s box or mail it directly to him.

IMPORTANT: Your BLET Local Chairman needs your claim and documentation in a timely manner to process your claim. A claim that is submitted without the necessary support documentation/info is doomed to fail. **THERE IS NO SHORTCUT**. If the claim is important to you and you want to get paid, **you must do your part of the process!**

**REMEMBER IN A CONTRACT ISSUE THE BURDEN OF
PROOF LIES WITH YOU**

AGREEMENTS & CLAIM EXAMPLES

Automatic Markup Agreement (Non Service Claim)

Employees assigned in pool freight or to road extra boards who are on an approved absence, layoff or leave (including compensated leave such as vacation or personal leave days) for 72 hours or more and who are marked-up between 2231 and 0759 will not be called for an assignment that starts before 0800 that morning. (agreement call times will continue to apply and the covered employee can be called, for example, at 0630 (if entitled to a 90-minute call) for a job that starts at 0800.)

If called in violation of this agreement claim a 130 mile basic day account violation of the Automatic Mark Up Agreement dated March 4, 2005. Print a translog of the call time and add to claim for documentation.

Basic Sequence (Non Service Claim)

A pool freight engineer arriving at the far terminal out of position will, upon arrival at the far terminal, be placed in the same relative position on the board as the engineer held at the home terminal. If the engineer cannot be returned to the proper position because the engineer has not received the necessary Hours of Service rest, the engineer will, upon arrival at the home terminal, be placed in the same relative position on the board as the engineer held at the home terminal at the start of the previous trip.

Side Letter 26 St. Louis Hub Agreement

If called out of basic sequence claim 130 miles penalty account called out of proper sequence in the (Pool as example RE05). I am assigned to turn (turn ID as example UP-01) which was called out of proper sequence on (date). Describe event and include board standings, translog of turns called on claim date and copy of basic sequence for the pool. CMTS documents needed include Board Inquiry working and blue print, Job History and Snap Shot.

Bereavement Leave (Non Service Claim)

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 spouses 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.

Article C-4, Article 12 July 26, 1978 National Agreement

Claim: Fax obituary with copy of the Non Service Claim to UP Timekeeping at 8-997-2125. List your name, social security number or ID number and claim number. Claim 3 days bereavement leave. On the 3 dates you claim, list relationship. Allowed are the following: Brother, sister, mother, father, child, spouse, spouse's parent, half-brother, and half-sister. On claim list: relationship, date and time notice was faxed.

CALL AND RELEASE – 65 Miles (Claim made on working time slip)

Claim 65 miles (4 hours) call and release I was called at (time) for (time) on duty for (job called for) and was released at (time). Please refer to my work history.

List one of the following:

A) Less than 4 hours on duty and I did not perform service.

B) Released before leaving home

Article 19, Section 2 of the 1995 Engineer Agreement

(Supercedes Article 30, Section 1 (a), (b) and (f) of the Engineer Agreement

CALL AND RELEASE - 130 MIILES (Claim made on working time slip)

Claim 130 miles call and release account I was called at (time) for (time) on duty and was released at (time).

Use one of the following:

A) I was held over 4 hours on duty before I was released

B) This is because I performed service (You MUST take charge of power. Explain the service performed).

Article 19, Section 2 (a) of the 1995 Engineers Agreement

CMS Agreement (Non Service Claim)

1. Vacancy Procedures:

CMS personnel and Local Chairman or Chairmen on each seniority district will meet for the purpose of reviewing procedures for filling vacancies. These procedures will be incorporated in a manual to be used by CMS crew callers and will conform to existing schedule rules, local agreements, practices and understandings. Thereafter, the parties will promptly confer at the request of either party to discuss appropriate changes in the procedures which may be mutually beneficial.

2. Crew Board Monitors - Printed Crew Board Display:

The Carrier will install an adequate number of display monitors at all locations where crew boards are maintained prior to time that the Crew Management System is put into effect on the Missouri Pacific Railroad (Proper) showing engineers what their standing on the board is and what vacancies exist. (Note: If monitors break down they must be put back in operation without undue delay.) At points agreed upon by the Local Chairmen and the Superintendent CMS printed display will be substituted for the display monitors. Printed records of the crew boards will be retained as required by applicable regulations or law. Records concerning the operation of the above-named records will be made available, upon request, to concerned Local and/or General Chairmen.

3. Telephone Service:

The Carrier will pay for telephone calls to employees when they are called to report for duty and for calls placed by employees from within their normal calling area to the crew dispatcher. The employees may list three telephone numbers where they will receive calls for duty and one of the numbers may be a beeper (paging number).

4. Code-a-Phone (or equivalent) Service:

There will be a phone number or numbers which engineers may call without expense to the Carrier and receive recorded information concerning the status of the crew board and train line-up. If at any location it appears a need exists for additional service, the matter will be investigated and determined by the Local Chairman and the Manager of CMS.

5. Recordings:

Employees will be notified by bulletin that all telephone conversations between crew dispatchers and employees will be recorded and retained by the Carrier for one year. The recording system will be operated so that once a telephone conversation begins, the entire conversation will be recorded.

Pertinent excerpts from the recording concerning specific conversations will be furnished Local Chairmen upon request when accompanied by the name of the employee, date and approximate time the conversation is said to have taken place. If the recording is furnished on a cassette, it will be returned to the Carrier by the Local Chairman after it has served its purpose. Not hearing from you immediately to the contrary, we will assume the above correctly sets forth the understandings reached in conference.

Yours truly,
O. B. Sayers

[March 6, 1984 CMS Agreement](#)

Claim: Allow 130 miles account inaccurate AVR. When I tied up at (time) on (date) I was (#) times out on the (board ID). The (#) train on the line up was the (train ID) to be called at (time) on (date). I was actually called for the (train ID) at (time) on (date). This more than 4 hours (after or before) the line up showed I was to be called.

CMTS documents needed include Board Inquiry – “Working” showing how many times out you were at tie up and a Board Inquiry “Working” showing when you were called for your next tour of duty. You will also need a train line up for your pool when you tied up showing the train and call time for your next tour of duty.

Critical Incident (Peer Support) (Non Service Claim)

Yard or local - one days earnings. Road - one round trip. Allowed 1 to 3 days off.
Must be authorized by Company officer.

Claim lost time for either one day or one trip account of being off for peer support account of critical incident while working the (train ID) on (date of incident).

[Company policy](#)

Displaced

An employee that has a displacement right on any position (including extra boards) within a terminal or within 30 miles of your current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours or you will lose your bump and may be assigned by CMS..

If you must exercise that displacement right to a location beyond 30 miles of your terminal or current reporting point you must exercise that displacement right within 5 days (120 hours) or you will lose your bump and may be assigned by CMS.

Laying off or working off the bump board does not extend this time after they notify you.

This is the order in which you bump:

- 1-You must bump the vacant turn
- 2-The youngest common man
- 3-The youngest not on his prior rights job
- 4-The youngest man on your own prior rights

[Article 10 per 1996 agreement](#)

Earnings – Make Whole (Used Off Regular Assignment) (Non Service Claim)

Pool engineers used in emergency or stepped up are considered to be augmenting the EXTRA BOARD. You are entitled to the roundtrip earnings of your turn – earnings include all arbitraries and runarounds. Claim earnings of your job or turn behind you that worked on the board if your turn is dropped.

Claim: I am claiming the difference of earnings account I was used in emergency or stepped up to work the (train ID) called for (time) on (date). The job I worked paid (amount) for the day or round trip. I am assigned to the (board ID) on turn (ID). My job worked the (train ID) called for (time) on (date) and paid (amount) for the day or trip. Allow difference of (amount) as make whole. Engineer (name) was used on my turn.

Dropping Turns (Non Service Claim)

Claim 130 mile basic day account being marked up and available on my regular assigned (job ID) in the (pool) when CMS dropped (#) turns ahead of mine causing me to work before I should have, without proper rest.

Add translog of dropped job and board standings of pool for the date turns were dropped and copy of extra board translog that protects this pool for the date claimed.

Article 2, 26, 40, short crew, personal leave, guaranteed extra board and CMS code-a-phone agreements

EARNINGS – Lost Time (Non Service Claim)

This Claim would be for lost earnings account not working your regular assignment account having to attend rules class, company business, etc.

Allow lost time account (list reason). I am regular assigned to the (Board ID) turn (ID). My job was called for the (train) at (time) on (date). It was worked by engineer (name). Allow all lost time including mileage, overtime and applicable arbitraries. Please refer to my work history and train history of my assignment.

Article 12, Section I (d)

EARNINGS (NOT USED ON ASSIGNMENT) (Non Service Claim)

This claim would be for a job annulled like a local on a Holiday. Under the Guarantee Rule language you could claim lost time if you have been marked up the entire month.

Claim (bulletin miles) account I was not used on my regular assignment through no fault of my own. I am regular assigned to the (job ID) at (location) my scheduled on duty time was (time) on (date). I was marked up and available the entire month as required by this rule.

Earnings (Time & Half) (Claim made on working time slip)

On yard jobs claim time and a half for 2nd shift worked within 22 ½ hrs.

Article 11

Engineer Instructors (Claim made on working time slip)

Road engineers with student engineer = \$28.00

Yard engineers with student engineer = \$14.00

1996 UP – BLE on property system agreement

Federal Rest Claims

Below you will find sample claim language put together to assist members in claiming time for guarantee denied on extra boards and work opportunity lost on regular bulletined assignments associated with the implementation of the RSIA in yard, local, TSE and work train service. The language in **bold red** below should be replaced with the appropriate circ-7, board id, monetary amount, date and time applicable to the claim that is being filed. It is imperative that this information be captured along with a copy of your payroll print out from the half involved for the claim to properly documented.

EXTRA BOARD GUARANTEE DENIED (SIX CONSECUTIVE STARTS-RSIA REST)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **MX001 XE05** from **07/16-07/31**. Claimant was required to initiate 6 consecutive on duty periods between **07/18-07/23**, tying up at the HT at **1500 07/23**. Per the rest requirements contained in HOS, claimant was not rested to work until **1500 07/25**. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from **0100 on 07/24** to **1500 on 07/25**. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned **\$3000.00**. Please allow **\$456.78** DIP.

EXTRA BOARD GUARANTEE DENIED (SEVEN CONSECUTIVE STARTS-RSIA REST)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **MX001 XE05** from **07/16-07/31**. Claimant was required to initiate 7 consecutive on duty periods between **07/18-07/24**, tying up at the HT at **1500 07/24**. Per the rest requirements contained in HOS, claimant was not rested to work until **1500 07/27**. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from **0100 on 07/25** to **1500 on 07/27**. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned **\$3000.00**. Please allow **\$456.78** DIP.

EXTRA BOARD GUARANTEE DENIED (RSIA MONTHLY 276 HOUR LIMITATION)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **MX001 XE05** board from **07/16-07/31**. Claimant was required to amass **276** service hours for the month of **July** tying up last at **1500 07/27**. Per the rest requirements contained in HOS, claimant was not rested to again work prior to **0001 08/01**. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from **0100 on 07/28** to **2359 on 07/31**. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned **\$3000.00**. Please allow **\$456.78** DIP.

EXTRA BOARD BONUS DAY DENIED (CONSECUTIVE STARTS-REQUIRED RSIA REST)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **MX001 XE05** board from **07/16-07/31**. Claimant was required to initiate **6/7** consecutive on calendar days between **07/18-07/24**, tying up at the HT after the **6/7** start at **1500 on 07/24**. Per the rest requirements contained in HOS, was not rested under the HOS to again work

until 1500 on 07/27. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from 1500 07/24 to 1500 07/27. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned \$3000.00. Please allow \$456.78 DIP.

DENIED WORK OPPORTUNITY DUE TO RSIA RESTRICTIONS (6 DAY REGULAR ASSIGNMENT)

Claim is submitted without prejudice to the Organization's position that the violation constitutes a major dispute under the RLA. Claimant was regularly assigned to the MX001 AE30 board from 07/16-07/31. The MX001 AE30 board protects the LSH55 tri-weekly local between MX001-XD024 and is bulletined to work 6 days per week M-SA with a start time of 0700 at both terminals. Claimant had 6 calendar day starts 07/16 through 07/21, tying up at MX001 at 1500 on 07/21. Per the HOS as amended, he could not perform service until 1500 on 07/23. Claimant missed work on the LSH-55 on 07/23 and 07/24. Please allow claimant \$620.00 total lost earnings of his regular assigned LSH55 on 07/23 and LSH55 on 07/24.

DENIED WORK OPPORTUNITY DUE TO RSIA RESTRICTIONS (7 DAY REGULAR ASSIGNMENT)

Claim is submitted without prejudice to the Organization's position that the violation constitutes a major dispute under the RLA. Claimant was regularly assigned to the MX001 AE12 board from 07/16-07/31. The MX001 AE12 board protects the LSV03 TSE bulletined to work 7 days per week with a start time of 0700. Claimant had 6 calendar day starts 07/16 through 07/21, tying up at MX001 at 1500 on 07/21. Per the HOS as amended, he could not perform service until 1500 on 07/23. Claimant missed work opportunities on the LSV03 on 07/22 and 07/23. Please allow claimant \$620.00 total lost earnings on 07/22 and 07/23 on the LSV03.

Holiday Pay (Non Service Claim)

Yard jobs pay time and one half when worked on company recognized holiday in addition to holiday pay or a basic day if job is cancelled account of legal holiday. You must qualify for Holiday Pay in order to receive the time and one half payment.

[Article 23 section 1](#)

Hours of Service Relief (Non Service Claim)

St. Louis to Dexter: Engineers in this pool shall under normal conditions be confined to through freight service between St. Louis and Dexter, and will not be inducted into other service off the Chester Sub which is not connected with pool freight service in that corridor. Hours of Service relief of trains operating St. Louis to Dexter may be protected by the extra board at Dexter if the train has reached Illmo or beyond. If the extra board is exhausted, an away-from-home engineer may be used, and will thereafter either be deadheaded home or placed first out for service on his rest. Such trains which have not reached Illmo shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains in this pool operating from Dexter to St. Louis may be protected by the extra board at St. Louis if the train has reached Illmo or beyond; otherwise, a rested away-from-home terminal engineer at Dexter shall be used on a straightaway move to provide such relief.

Dexter to Memphis: Hours of Service relief of trains in this pool operating from Dexter to Memphis shall be protected by the extra board at Memphis if the train has reached Wynne or beyond. If this extra board is exhausted or no longer in existence, an away-from-home terminal engineer may be used and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Wynne shall be protected on a straightaway move by a home terminal pool engineer at Dexter. Trains operating Memphis to Dexter may be protected by the extra board at Dexter if the train has reached Jay Siding or beyond (on the former SSW) or Corning (on the UP Hoxie Subdivision); otherwise, a rested away-from-home terminal engineer at Memphis may be used to provide such relief. If none rested and available, a home terminal pool engineer at Dexter may be used in turnaround service to provide such relief, and when so used, will be placed first out on his rest for additional service.

St. Louis to Jefferson City: Hours of Service relief of trains in this pool operating from St. Louis to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Hermann or beyond. If the extra board is exhausted, an away-from-home terminal engineer may be used and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Hermann shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains in this pool operating from Jefferson City to St. Louis may be protected by the extra board at St. Louis if the train has reached Washington; otherwise, a rested away-from-home terminal engineer at Jefferson City shall be used on a straightaway move to provide such relief.

Salem to Dexter: Hours of Service relief of trains operating Salem to Dexter may be protected by the extra board at Dexter if the train has reached Illmo or beyond. If this extra board is exhausted, a rested away-from-home terminal engineer may be used, and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Illmo shall be protected on a straightaway move by a home terminal pool engineer at Salem. Hours of Service relief of trains in this pool operating Dexter to Salem may be protected by the extra board at Salem if the train has reached Benton (MP303) or beyond; otherwise, an away-from-home terminal engineer at Dexter shall be used on a straightaway move to provide such relief. If none rested and available, the Salem extra board may be used beyond Benton.

Zone 2 -

- St. Louis/East St. Louis/Dupo to Chicago via Pana (not including Chicago Terminal Complex)**
- St. Louis/East St. Louis/Dupo to South Pekin (not including South Pekin)**
- St. Louis/East St. Louis/Dupo to Bloomington (not including Bloomington)**
- Salem to Chicago via Villa Grove (not including Chicago Terminal Complex)**

- (1) Hours of Service relief of trains operating St. Louis to Bloomington may be protected by the extra board at Bloomington, if in existence, if the train has reached Ridgley or beyond. If no extra board exists, such relief may be provided by a rested away-from-home engineer at Bloomington, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Ridgley shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating Bloomington to St. Louis may be protected by the extra board at St. Louis if the train has reached Ridgley or beyond; otherwise, a rested away-from-home engineer at Bloomington shall be used on a straightaway move to provide such relief. If

- none rested and available, the St. Louis Zone 2 extra board may be used beyond Ridgley.
- (2) Hours of Service relief of trains operating St. Louis to S. Pekin may be protected by the extra board at S. Pekin, if in existence, if the train has reached Virden siding or beyond. If no extra board exists or it is exhausted, such relief may be provided by a rested away-from-home terminal engineer at S. Pekin, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Virden siding shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating S. Pekin to St. Louis may be protected by the extra board at St. Louis if the train has reached Virden siding or beyond; otherwise, a rested away-from-home engineer at S. Pekin shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used beyond Virden siding.
 - (3) Hours of Service relief of trains operating St. Louis to Villa Grove may be protected by the extra board at Villa Grove, if in existence, if the train has reached Findlay Junction or beyond. If no extra board exists or it is exhausted, such relief may be provided by a rested away-from-home terminal engineer at Villa Grove, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Findlay Junction shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating Villa Grove to St. Louis may be protected by the extra board at St. Louis if the train has reached Findlay Junction or beyond; otherwise, a rested away-from-home engineer at Villa Grove shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used beyond Findlay Junction.
 - (4) Hours of Service relief of trains operating in ID service between St. Louis and Chicago or between Salem and Chicago shall be provided as set forth in Arbitration Award No. 553.

[St. Louis Hub Agreement](#)

If you are called to do hours of service relief for a train that should be protected by another pool or extra board claim the following:

Allow 130 miles penalty account called to do hours of service relief for the (train ID) at (location). The St. Louis Hub Agreement is very specific as to how hours of service relief is to be handled in the (board ID) freight pool. This work should have been performed by the (extra board or freight pool). Instead I was called to protect the work in violation of the St. Louis Hub Agreement. Include train BU, train list, copy of board standings for the pool or extra board that should have protected the assignment. This is also a claim for the engineer who should have been called for the work. It is a big help to forward a copy of the information you have to the engineer who stood for the work but was not called so that he/she can also turn in a claim.

2009 ST Louis Hub Hours of Service Agreement:

This is in reference to the parties' previous discussions concerning trip rates
And through freight crews performing multiple hours of service relief or turn around service at the home or away from home terminals.

Prior to the implementation of trip rates and as it relates to compensation for service out of the away from home terminals, various practices developed or evolved across the system on how through freight crews were handled at the away from home terminal after performing multiple hours of service relief at those locations where no extra board is available. These practices were not consistent and have resulted in some confusion. With respect to multiple hours of service relief and turn around service at the home terminal when performed by pool crews the parties, by this agreement, recognize that such service should be primarily performed by the extra board at the location, but that pool crews may be called upon to perform such service if the extra board is exhausted, and will be paid in accordance with this agreement.

Accordingly, in order to ensure a more proper application of the agreement and achieve consistent results, the parties have agreed that at all locations within the agreed to boundaries of the St. Louis Hub, with the exception of pool crews assigned to Pool 1, crews may perform multiple hours of service relief or turnaround service at both their home and away from home terminals, subject to the conditions as expressed herein.

At both the home and away from home terminal, pool crews called for and perform multiple hours of service relief or turnaround service will receive one (1) trip rate applicable to the pool for this service. At completion of this service, crews at the away from home terminal will be deadheaded home on continuous time. Such crews will be compensated an additional trip rate for this deadhead. Pool crews performing multiple hours of service relief or turnaround service under this Letter of Understanding will not be tied back up at the away from home terminal except for hazardous weather related conditions or service interruptions.

Crews at their home terminal, after performing multiple hours of service relief or turnaround service, may either work or be deadheaded to the away from home terminal on continuous time and will be compensated an additional trip rate for either working or deadheading to the away from home terminal. Home terminal crews may also be tied back up for rest at the home terminal. If tied up at the home terminal, pool crews will be paid two (2) trip rates for all service performed.

At the away from home terminal, if Carrier provided transportation does not arrive at the on/off duty point to start the deadhead within (1) hour from the time the crew arrived back at the on/off duty point from performing multiple hours of service relief or turnaround service, a separate payment on a minute basis will be allowed for all waiting time in excess of one (1) hour until the arrival of the Carrier provided transportation to the on/off duty point.

To the extent this agreement may conflict with any other agreement, this Agreement shall apply to the exclusion of the other.

Hours of Service (Rest and Calling Time)

Per the RSIA language engineers will receive 10 hours of undisturbed rest (UR) after being on duty for 12 hours or less. If you are on duty in excess of 12 hours of service you will receive 10 hours of undisturbed rest (UR) plus additional rest on a minute per minute basis for all time on duty after the hours of service until tie up. For example if you are on duty 12 hours 46 minutes you will receive 10 hours and 46 minutes of undisturbed rest.

[Article 30, RSIA](#)

JURY DUTY (Non Service Claim)

Claim earnings of regular assignment for jury duty on the following dates (list dates)

You must follow your job/turn # to ensure proper payment. Minimum of basic day for each day summoned for Jury Duty. Copy of Jury Summons and time card from court along with a copy of the non service claim and fax to UP at 8-997-2125.

[Article 15 of the 1995 Agreement](#)

Laying off for miles

If assigned to a regular turn and have worked **3800** miles in a calendar month or you are on the extra board and have worked **3400** miles in a calendar month you may lay off miles(LM) **Note If you do this you must stay off the remainder of the month.** If CMS does not allow you to lay off miles note the time date and caller ID & ask this refusal to be added to your work history. Claim 130 miles basic day penalty for each of the remaining days in the month.

Claim: Allow 130 miles basic day penalty account CMS not allowing me to lay off miles. I have accumulated (total miles) for the (month of) and requested to lay off miles this day and was refused by CMS in direct violation of the National Agreement.

Make Whole (Non Service Claim)

If an engineer is used in emergency or works overtime and is not rested to work their regular assignment the engineer would be entitled to regular assignment earnings.

[Article 6](#)

Claim total earnings of assignment for day not used.

Local & Road switcher other class of service (Claim made on working time slip)

When working a Local and are required to perform in another class of service (not part of regular assignment) such as helper service, hours of service relief, or side trip off assigned territory claim a basic day compensation as penalty. When working a TSE and are required to go off of assigned limits claim actual time or miles which ever is greater for the time out of limits. When working a TSE and you are required to go off assigned limits after being on duty 8 hours or more claim a new day from the time you went off assignment.

[Article 6, Section 6 \(c\)](#)

Claim 100 miles penalty account working another class of service not part of my regular assignment. I am regular assigned to the (job ID) at (location) on duty at (time). While working this assignment I was instructed by (name –dispatcher/manager) to (describe event – hours of service relief, etc.) in violation of the agreement.

Peer Trainers (Non Service Claim)

Peer Trainer pay is \$295.45 per day (as of January 1, 2010) subject to all future general wage or cost of living adjustments. **Does not affect TPA.** (Peer Training is considered highest paying job you can hold)

1996 UP – BLET On Property Agreement as amended by the 2009 Peer Trainer Modification Agreement

Claim pay for the days if less than a complete half or a complete half on an =PE showing the amount due plus any expenses like auto mileage if applicable.

Personal Leave Days (Auto-Pay)

Section 1

Employees in road freight service covered by this Agreement and not covered by the National Paid Holiday Rules shall be provided with personal leave days on the following basis:

Years of Service	Personal Leave Days
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

Section 2

No employee covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

Section 3

(a) Personal leave days provided in Section 1 shall be scheduled with the approval of the proper carrier officer upon forty-eight (48) hours' advance notice from the employee.

(b) The employee will be paid one basic day at the rate of the last service performed for each personal leave day.

(c) Any personal leave days provided for herein that are requested but denied by the carrier and not subsequently rescheduled during the calendar year or the first quarter of the following calendar year shall be paid at the rate specified herein. Personal leave days carried over into another year because requested time off was denied by the carrier shall not be bought out.

(d) To qualify for personal leave days in any given calendar year, the employee must have been credited with at least 150 days for work during the preceding calendar year.

Section 4

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

Section 5

This Article shall become effective on January 1, 1997 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. Basic day paid at rate of last service performed. Automatic mark-up is 24 hrs from time requested/granted by CMS. Mark up is allowed before the expiration of 24 hours.

Personal Leave Day Agreement as amended by the 1996 National Agreement.

PHYSICAL EXAM, SAFETY MTG, INVESTIGATION (Non Service Claim)

Claim full lost earnings in the amount I would have earned, with a minimum of a basic day for attending physical exam, safety meeting or investigation, at the request of the carrier on (date).

Article 27, Section I (a), (b), (c)

Pilot Service

When called for pilot service you will get your own tie up screen in the CMTS system. A pilot is entitled to all earnings of the engineer on the job he is called to pilot.

Article 16, UP – BLE System

USED OUTSIDE 25 MILE ZONE YARD - SWITCH ENGINE YARD CREWS

(a) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

(i) Bring in disabled train or trains whose crews have tied up under the Hours of service Law from locations **up to 25 miles outside of switching limits.**

(ii) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the hours of service law and are being brought into the terminal by those Art. 15 Yard Service

St. Louis Terminal:

1. All UP, SSW and SPCSL operations within the new St. Louis terminal limits shall be consolidated into a single operation. The terminal includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP/SSW/SPCSL road crews may receive or leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement including national agreements. The carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.
2. All yard assignments operating within the St. Louis terminal shall be considered zone 1 assignments for purposes of the application of article ii hereof.
3. All up, SSW and SPCSL rail lines, yards and/or sidings within the St. Louis terminal will be considered as common to all engineers working in, into and out of St. Louis, interchange rules are not applicable to intra-carrier moves within the terminal.
4. Terminal limits for the consolidated St. Louis terminal are as follows:

<u>UP</u>	<u>Mile Post</u>
DeSoto Subdivision	10.8
Sedalia Subdivision	8.0
Chester Subdivision	9.16
St. Louis Subdivision (former CNW)	144.0

Pana Subdivision 273.7

SSW **Mile Post**

Eldon Line 19.0

SSW terminal limits shall be established as shown above.

SPCSL **Mile Post**

Springfield Subdivision 252.1

SPCSL terminal limits are established by this Agreement.

- D. At all terminals the Carrier will designate the on/off duty points for all road engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.
 - a. In view of the close proximity thereof, the yard offices at the Alton and Southern (A&S) and Dupo shall be considered interchangeable as on/off duty locations for road crews in through freight service. Home terminal engineers will be advised at time of call which of these facilities they should report to for commencement of service. Engineers arriving at St. Louis on their return trip, if not yarding their train and tying up at the same office where they reported on their outbound trip, shall be transported to said original reporting location (A&S or Dupo). Engineers so transported shall remain on duty and under pay for the service trip until they have arrived and tied up at said original reporting location. In addition, they shall be paid thirty (30) minutes at the basic pro rata through freight rate, separate and apart from the service trip.
- E. In all of the zones, when local, work, wreck, HOS relief or other such road runs are called or assigned which operate exclusively within the territorial limits of one of the zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one zone contemplated by this Agreement, it will be protected by engineers in the zone in which such service is home terminated.

If not notified at call which facility (A&S or Dupo) in St. Louis (Non Service Claim) Claim 130 miles penalty account I was not notified at time of call where to report for duty, A&S or Dupo, per the St. Louis Hub Agreement. I was called for the (train) while working the MX001 (Board ID) at (time) on (Date). Include as documentation your trip slip, FRA tie up showing on duty location and train BU.

[St. Louis Hub Agreement](#)

Road/Yard movements (Non Service Claim)

Road crews will only be required to perform service in the yard in **direct connection** with their own train and original assignment. [Article 11, Section 4 \(b\) also 1991 Article 8, Section 1 \(a\)](#)

Claim a basic day when required to do other yard service.

Storm Windows (Claim made on working time slip)

It is mutually understood and agreed that yard engines at St. Louis will be equipped with storm windows as follows:

Yard engines will be provided with storm windows on the engineer's side between October 1 and March 31 each year.

When units are changed or rotated from road service, the engines shall be so equipped within 24 hours of arrival.

When yard engines which have previously been equipped with a storm window are reported as not having same, they shall be so equipped within 24 hours of arrival.

The above shall be effective February 22, 1989, and may be cancelled upon ten (10) days written notice by either of the signatory parties.

This will confirm the understanding reached concerning the handling of storm window claims.

When a claim for 100 miles is received, research has been completed and it is determined to be valid, an allowance of 2'00" at the pro rata rate will be made to the claimant under the terms of the understanding reached February 22, 1989. It will not be necessary to decline the balance of the claim.

This applies only to claims where an allowance is made and is done only for the convenience of all concerned. This is without prejudice to the position of either party.

The above understanding may be cancelled upon ten (10) days written notice.

[February 22, 1989 Storm Window Agreement](#)

Terminal Limits

Dexter Terminal Limits	166.7 Chester Sub, 43.2 Jonesboro Sub, 144.54 Hoxie Sub
Memphis Terminal Limits	375.8 Memphis Sub
Salem Terminal Limits	250.2 Salem Sub, 255.10 Mt. Vernon Sub
Villa Grove Terminal Limits	143.0 Villa Grove Sub, 147.0 Pana Sub

Used Off Assigned Territory (Non Service Claim)

Claim 130 miles account required to perform service that is not part of my regular assignment. On (date) at (time) I was instructed by (dispatcher/company officer) to go off my regular assignment. (Describe in detail what work you performed off your assignment show

times, locations that you departed and returned to your assignment, etc). Please refer to *timeslip # (date)*. [Article 6, Section 6 \(c\)](#)

VACATION ALLOWED

Engineers are entitled to annual vacation on the following graduated basis:

Years of Service	Entitled Vacation
1 Year (150 Days Yard 180 Days Road)	1 Week
Two Years and less than 8 Years	2 Weeks
Eight Years and less than 17 Years	3 Weeks
Seventeen Years and less than 25 Years	4 Weeks
Twenty-five and more	5 Weeks

During the calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year. It takes an accumulation of 24,000 miles per year to qualify for the next year's vacation.

Wait Time (Claim made on working time slip)

Engineers performing service in the St. Louis to Dexter, Salem to Dexter and Dexter to Memphis pools will be governed by Section 4 rates of pay and Section 7 straightaway service of the UP St. Louis-Memphis ID Agreement dated April 5, 1991.

When tied up on line of road, Engineers in this service will be deadheaded to their objective terminal immediately after being tied up. If the relief engineer or transportation in the form of a company vehicle, taxi cab, etc., does not arrive within one hour of the time tied up a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

[St. Louis Hub Agreement](#)

Claim from time train tied down in excess of 1 hour. Allow (# hr # min) wait time account instructed to tie train down (or hours of service) at (time) and (location) by (dispatcher or manager if applicable). Ride arrived to pick us up at (time). This pool is covered under the provisions of the St. Louis Hub Agreement Article IV Section D.1.

Weight on Drivers (Auto-Pay)

1,200,000lbs (3 units) if more units used then they will apply. (3 unit minimum)

[UP – BLE system](#)

Yard Engine Lunch (Claim made on working time slip)

If working yard engine and you are unable to complete your 20 minute meal period

within **6** hours of your on duty time, you are entitled to **20** minutes **OT**. You must get yardmaster to enter in computer before tying up. *Article 11 q & a 94 (e)*

Zone Rule – St. Louis Hub

At Dexter, away from home terminal engineers called to operate through freight service to St. Louis may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Dexter to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half ($\frac{1}{2}$) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

At Jefferson City, away-from-home terminal engineers called to operate through freight service to St. Louis may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Jefferson City to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half ($\frac{1}{2}$) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

At Dexter and Salem road crews called to operate pool freight service may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal without claim or complaint from any other engineer. When so used, the crew shall be paid an additional one-half ($\frac{1}{2}$) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

At South Pekin, Bloomington, Villa Grove or Salem road crews called to operate pool freight service may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal without claim or complaint from any other engineer. When so used, the crew shall be paid an additional one half ($\frac{1}{2}$) day at the basic pro rata through freight rate in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

- Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?
- A.6. When so used, the crew shall be paid an additional one-half ($\frac{1}{2}$) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

Claim: If used to go to the far side of the terminal to get the train you are called for under this rule claim on your working time slip: Allow 4 hours account going on the far side of the terminal to receive the (train ID). I was called at (location) on duty at (time), departed (location) at (time), out of terminal limits at (time), arrived at (location at (time), departed location (time), arrived back in terminal limits at (time), final departure of on duty terminal (location) at (time). I was out of terminal limits a total of (#hours #min).

If you are used to do this work at a location that is not listed in the agreement claim 130 miles account of going off of assignment to receive (train ID). I was called at (location) on duty at (time), departed (location) at (time), out of terminal limits at (time), arrived at (location at (time), departed location (time), arrived back in terminal limits at (time), final departure of on duty terminal (location) at (time). I was out of terminal limits a total of (#hours #min).

(Remember: Overtime is offset by the time you are out of terminal limits.)

OLDHEADING

Engineers **CANNOT** oldhead temporary vacancies from the bump board. They must have a regular assignment from which to oldhead. The bump board is NOT a regular assignment. However, all engineers, including those on the bump board, can ride a bulletined vacancy which constitutes a bid on the assignment.

The job to be oldheaded must be vacant 120 hours (5 Days) unless it is an outlying point job and it must be vacant 1 day.

Engineers must have a permanent assignment in order to work a temporary vacancy (Vacation, LS, LP, etc). Therefore, if an Engineer gets displaced from a permanent assignment, such employee will be entitled to oldhead only after he has placed on a new assignment and worked it one day or one trip.

Oldheading in Pool Service - Must place in the following sequence:

1. 1st - Take an open turn.
2. 2nd - Displace the junior Engineer oldheading

Regularly assigned engineers in Pool Service **cannot** oldhead vacancies in the same pool with the same home terminal (lay off point).

Engineers can only give up oldheads under the following conditions:

- * Displaced by a senior engineer oldheading the vacancy.
- * Displaced by the mark up of the regular engineer assigned to the job.

* Gives up the oldhead, going to another oldhead. Engineers may not claim temporary vacancies in any class of service that existed at the time they claimed their original temporary vacancy.

Displaced Engineers may place themselves on an advertised vacancy the first day, pending bids. This is not an oldhead, it is placed pending bid. If the employee is an unsuccessful bidder on the job placed on that employee shall still have displacement rights.

Assigned Engineers may place themselves on advertised vacancies after it becomes oldheadable. This old head is considered a bid on the job.

Bidding on Assignments

CMS Bulletin Clerk handles bids on job vacancies. Vacancies are filled by application when the vacancy occurs. You must have a bid in at the time when the vacancy occurs to be considered for the job.

Bump Board Procedures

An employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.

You have 48 hours from time of notification to displace a junior engineer on a job within the hub unless the position you must bump to is beyond Terminal/Hub limits or farther than 30 miles away. In that case the 5 day displacement agreement applies.

(no bid/vacant jobs must be filled within a pool prior to junior man in pool being displaced)

(If you get notified at away from home terminal, the 48 hours does not start until you tie up at your home terminal)

(If you get notified and then lay off – paid or unpaid – this does not extend your 48 hours)

(If you are notified while on paid leave – vacation, personal leave – your 48 hours starts when you mark up)

(You can not old head off the bump board, you must be on a job (pool freight, local, etc.) or board (extra board) to have old heading privileges)

(Laying off - paid or unpaid - once you have been notified that you are bumped does not extend your bump, **NOTHING** extends your bump once the 48 /120-hour clock has begun)

(If bump is used to place yourself on a bulletined job and you get bumped while on that job prior to bid being up or get outbid for job, you get a new bump)

NOTE: Once you have lost your bump there is a possibility that there might not be any no-bid assignments in the seniority district. Your failure to exercise your seniority opens up the

possibility that you might not be able to work and thus forfeit your job after 30 days.

ENGINEER TRIP RATES

Pool	Trip Rate	Conductor Only Pre 1981	Conductor Only Post 1981	Engr. Cert Pay	Total Pre 1981	Total Post 1981
MX001 RE05 St. Louis to Jefferson City	219.03	22.51	19.76	5.00	246.54	243.79
MX001 RE03 St. Louis to Dexter	291.66	22.51	19.76	5.00	319.17	316.42
MX001 RE21 St. Louis to Villa Grove, South Pekin, or Bloomington	255.31	22.51	19.76	5.00	282.82	280.07

XD024 RE07 Dexter to Memphis	326.74	22.51	19.76	5.00	354.25	351.50
ZB145 RE24 Villa Grove to Yard Center	219.78	22.51	19.76	5.00	247.29	244.54
ZC252 RE12 Salem to Dexter	285.00	22.51	19.76	5.00	312.51	309.76
ZC252 RE26 Salem to Yard Center	365.07	22.51	19.76	5.00	392.58	389.83
ZC252 RE20 Salem to Villa Grove	214.96	22.51	19.76	5.00	242.47	239.72

**TRIP RATE INCLUDES ITD, FTD, MEAL ENROUTE AND
DEPARTURE RUNAROUNDS**

**IN ALL POOLS YOU STILL CAN MAKE PENALTY CLAIM PAY, 4HR
ZONE AND ANY OTHER PAY THE SAME AS YOU DO NOW**

Guarantee Extra Board Rate Effective 07/01/2009 is:

\$3654.31

15 Day Half Bonus Day - \$243.62

16 Day Half Bonus Day - \$228.39

Safety Hotline

All safety hotline issues have to be entered via the
"MyUP" tab in the web based system. There is no
number to call for reporting.

The safety hotline reporting portal is at the bottom of the page below your preselected boards, to the left of the weather portal.

Click on "[Report a Safety Hotline Issue](#)" at the bottom of the portal.

Type a description and select category the issue falls under. Fill out the information in the issue location.

Motel Complaints

If you have to WAIT on a room:
Call this number 1-888-535-8416 (option 2)

Dirty Bed or Room:
Call this number 1-888-535-8416 (option 2)

Any problem with lodging:
Call this number 1-888-535-8416 (option 2)

YOU MUST INCLUDE!

Name

Tie up time

Date and time you arrived at the Motel

How long you had to wait

Explain the problem!

Corp Lodging CAN'T fix if they don't KNOW!

LIMO'S

If you are NOT taken off of a train in a reasonable amount of time (30 min), late rides, or other non safety related transportation issues:

Call EVMS at (402) 591-3558 or (402) 591-3469

All limo safety issues have to be handled through the safety hotline and/ or local management. Safety issues covered under the safety hotline are unsafe drivers, unsafe vans or taxis, or any other safety issue. Be sure to included van/taxi id number and driver name if available.

IF MANAGEMENT DOESN'T HAVE THE DETAILS (TRAIN, TIME, DATE, WHO YOU TALKED TO) THEY CAN'T FIX THESE ISSUES.

Your BLET General Committee Web Site is at bleupcrgca.com

There are links to find contact numbers, agreements, forms, support info, time claim information, news, etc.

Important Phone Numbers St. Louis Hub

NAME	TITLE	LOCATION	BELL NO.
Witthaus, Dan R.	SUPT	St. Louis	314-331-0663
Doerr, Rodney N.	DTS	St. Louis	314-331-0677
Taullie, Jason	DRO	St. Louis	314-331-0676
McGuire, Jeffrey S.	DTO	Dupo	618-286-0446
Rolfes, Gary E.	MTA	St. Louis	314-331-0656
Daniel, Mark R.	SMT0	Dupo	618-286-0598
Heidenreich, Steve J.	SrMOP	E. St. Louis	618-482-7738
Langwith, Mike T.	DTP	Madison	402-501-3830
Bansbach, Matt D.	MTO	Dupo	618-286-0447
Barber, David	MYO	Jefferson City	573-681-6263
Bernstein, Michael	MAP	St. Louis	314-331-0662
Burnside, Tom A	MYO	Salem	618-548-7166
Chimento, John J.	MTO	Salem	618-548-7100
Christianson, Brian	MMM	Dupo	618-286-0483
Conley, David W.	MYO	Jefferson City	573-681-6232
Conley, Don P.	MTO	Dupo	618-286-0453
Connaway, Chris S.	MYO	Salem	618-548-7165
Davis, Glenn M.	MOP	E. St. Louis	618-482-3516
Dawson, Kevin	MOP	Salem	618-548-7111
Day, Matt	MYO	Dexter	573-614-3243
Eads, Joseph	MYO	Salem	618-548-7165
Eason, Mark L.	MYO	Dexter	573-614-3243
Greenlee, John R. Jr	MTO	Dexter	573-614-3246
Hueter, Chris E.	MTO	Dupo	618-286-0423
Huff, Dennis D.	MOP	Jefferson City	573-681-6281
James, Vernon C.	MYO	Villa Grove	402-501-3527
Laurent, Terry L.	MOP	Chester	618-826-5562
McDonald, Leland R.	MOP	Dupo	618-286-0449
Miller, David G.	MTO	Jefferson City	573-681-6246
Monroe, Clay E	MOP	Dexter	573-614-3223
Noblett, Gary L.	MYO	Jefferson City	573-681-6223
Payne, John A.	MOP	Villa Grove	402-501-3528
Phillips, Rick L.	MRO	Marion	618-548-7123
Rutledge, Steve M.	MTO	Bloomington	402-501-3736
Shepherd, Dave W.	MOP	Kansas City	816-399-1421
Smith, Travis C.	MYO	Madison	402-501-3833
Stephenson, Jeff T	MYO	Marion	270-816-3906
Swallow, Keith	MYO	Chester	618-826-5546
Thompson, Gary	DTM	St. Louis	314-331-0654
Unger, Joseph L.	MYO	Madison	402-501-3833
Violett, Glenn N.	MOP	Dupo	618-286-0473
Winters, Sterling V.	MYO	Madison	402-501-3832

Young, Jason M

MTO

Chester

618-826-5546

Important Phone Numbers Little Rock/Pine Bluff Hub

Name	Title	Location	Office
Whatley, Monty	SUPT	NLR 4th St	501-373-2141
Everett, Jay	DTS	NLR 4th St	501-373-2007
Luman, Mark	DRO	NLR 4th St	501-373-2142
Adams, David	DTO	Memphis	901-722-4924
Rosales, Greg	DTO	NLR Crest	501-373-2136
Murphy, Joe	DTO	Pine Bluff	870-541-1611
Scioneaux, Ray	MTA	Shreveport	501-373-2023
Allen, Tobe	SR MTO	NLR - Crest	501-373-2863
Jones, David	SR MTO	Pine Bluff	870-541-1727
Billson, Chad W.	SMRCO	NLR Crest	501-373-2148
Briggs Jr., A. Lee	SMRCO	Longview	903-238-2957
Scott, Jim	MTP	NLR 4th St	501-373-2124
Finley, Bo	DTM	NLRock	501-373-2027
Herren, Tim	DirProclmp	NLR	501-373-2860
Cutrer, Kim	DOS	NLR 4th St	501-373-2139
Bates, III, J. B.	MYO	Memphis	901-722-4993
Blackstone, Brett	MYO	Shreveport	318-632-6612
Blakeman, Troy	MTO	Pine Bluff	870-541-1717
Bridgman, Scott	MOP	Memphis	901-722-4914
Broberg, Ted	MOP	Pine Bluff	870-541-1617
Bryant, W. Jeff	MOP	Camden	402-233-1202
Collins, Bobby	MOP	Texarkana	903-798-2921
Eggers, Butch	MTO	NLR Crest	501-373-2274
Erwin, Larry	MTO	Shreveport	318-632-6646
Hatley, Larry	MTO	Pine Bluff	870-541-1727
Haughton, Randy	MOP	Jonesboro	402-233-1876
Hoskins, James	MRO	Texarkana	903-798-2915
Johnson, Julian	MYO	Pine Bluff	870-541-1782
Jones, Keith	MTO	NLR Crest	501-373-2112
Landrum, Bruce	MOP	NLR Crest	501-373-2061
Langford, John	MOP	Malvern	402-501-4838
Lockhart, Alan	MTO	Camden	402-233-1201
Lofton, Jody	MOP	Monroe	318-361-3324
Maughan, Devon	MYO	Shreveport	318-632-6612
Odom, Bobby Jr.	MTO	Pine Bluff	870-541-1727
Paige, Reggie	MTO	Monroe	318-361-3311
Partridge, Danny	MYO	Memphis	901-722-4909
Pitt, Al	MTO	Jonesboro	402-233-1878
Rachal, Jerry	MOP	NLR Crest	501-373-2977
Steinkamp, Andrew	MTO	NLR Crest	501-373-2495

Stubblefield, Lance	MYO	Searcy	402-233-1881
Sutterfield, Frank	MTO	NLR Crest	501-373-2112
Tannehill, Bob	MYO	NLR Crest	501-373-2112
Tippit, Bob	MTO	Longview	903-238-2946
Toussaint, Chad	MTO	Gurdon/NLR	501-373-2292
Welch, Steve P.	MOP	Shreveport	402-501-4659
PB INSIDE PHONE	MTO	Pine Bluff	870-550-0090
PB OUTSIDE PHONE	MTO	Pine Bluff	870-210-0082
PB Ready Room	MTO	Pine Bluff	541-1782
NLR Crest	MTO	NLR	501-240-2241
NLR Crest	MYO	NLR	501-765-2120
Thrall, Karen	Empl Asst	Spring	281-350-7137
Hertenstein, Kelly	Nurse	NLR Crest	501-373-2200
PB YrdMster South	YM	Pine Bluff	870-541-1711
PB YrdMster North	YM	Pine Bluff	870-541-1602
Rankins, Doyle	DMM	NLR - Car	501-373-2083
Ashbrook, Danny	MTM	Paragould	402-233-1450
Bales, B. Todd	MTM	Shreveport	318-632-6610
Bargar, Roger L.	MSM	NLR 4th St	501-373-2014
Culp, Jason	MMM II	NLR - Car	501-373-2492
Cutrer, Charlie	MTM	NLRock	501-373-2035
Ditcharo, Anthony	MCU	Lgv - CC	903-238-2739
Dragoun, Dick	MMM	Pine Bluff	870-541-1683
Ellerbe, Scott	MMM2	Pine Bluff	870-541-1614
Golden, Randy	MTM	Bald Knob	402-233-1258
Griffin, Robert	MTM	Malvern	402-233-1301
Hildebrand, David R.	MTM	Monroe	318-361-3337
Hook, Mark	MTM	Camden	501/541-1876
Houston, Larry	MTM	Texarkana	903-798-2922
Jamison, Chris D.	OMT	Memphis	901-722-4912
Lewis, Larry	MTM	Memphis	901-722-4947
Manecke, Rexene	MCU	Longview	903-238-2739
Moore, Mike	MgrHazMat	NLR 4th St	501-373-2301
Owens, Terry	RTW Coord	NLR 4th St	501-373-2110
Savage, N Diane	LogMngr	Shreveport	402-501-4402
Smith, Jimmy V.	MTM	Pine Bluff	870-541-1656
Smith, Micheal	MMM	Shreveport	318-632-6600
Theil, Richard	HR	NLR 4th St	501-373-2164
Thompson, Stanley R.	MCU	Lgv - CC	903-238-2739
Tucker, Debbie	MCU	Lgv - CC	903-238-2739



**General Committee of Adjustment
UPRR Central
Region**

**320 Brookes Drive Suite 115
Hazelwood, MO 63042
Phone (314) 895-5858 Fax (314) 895-0104**

CONTACTS

CENTRAL REGION GCA OFFICERS

<p><u>General Chairman</u></p> <p>Charlie Rightnowar 320 Brookes Dr. Suite 115 Hazelwood, MO 63042 Office: (314) 895-5858 Fax: (314) 895-0104 Email: crr9007@aol.com</p>	<p><u>First Vice Chairman</u></p> <p>Ronnie Rhodes 127 St. Clair Road Boyce, LA 71409 Office: (318) 543-6999 Email: rhodesblet@gmail.com</p>
<p><u>Second Vice Chairman</u></p> <p>Bob Law 29626 D Highway Lawson, MO 64062 Office: (816) 296-3211 Fax: (816) 580-3541 Email: blet491@gmail.com</p>	<p><u>Third Vice Chairman</u></p> <p>Dave Grimes 793 County Road 467 Poplar Bluff, MO 63901 Home: (573) 776-8333 Fax: (573) 686-1887 Email: dgrimes1355@gmail.com</p>
<p><u>Fourth Vice Chairman</u></p> <p>K.J. Bagby 2414 Switchback Circle Lees Summit, MO 64082 Office: (913) 558-6205 Fax: (206) 203-1024 Email: blet81@gmail.com</p>	<p><u>Secretary Treasurer</u></p> <p>Kevin Leyerle 580 White Oak Lane Liberty, MO 64068 Home: (816) 415-8789 Fax: (816) 781-7183 Email: bletupcrgst@gmail.com</p>

<p><u>Alt. Secretary Treasurer</u></p> <p>N.J. Baker 6009 Woodview North Dr. Sherwood, AR 72120 Cell: (501) 231-1927 Fax: (501) 835-7616 Email: njbble@sbcglobal.net</p>	<p><u>Office Secretary</u></p> <p>Debbie Penning 320 Brookes Dr. Suite 115 Hazelwood, MO 63042 Office: (314) 895-5858 Fax: (314) 895-0104 Email: dbpen2@aol.com</p>
<p><u>Administrative Assistant/Counsel</u></p> <p>Mark Waldemer 320 Brookes Dr. Suite 115 Hazelwood, MO 63042 Office: (314) 895-5858 Fax: (314) 895-0104 Email:</p>	

Local Chairmen

<p><u>Division 42</u></p> <p>D.W. Grimes 793 County Road 467 Poplar Bluff, Mo 63901 Office: (573) 776-8333 Fax: (573) 686-1887 Email dgrimes1355@gmail.com</p>	<p><u>Division 48</u></p> <p>G.M. Banks 728 Ward Ave. Waterloo, IL 62298 Office: (618) 207-1820 Cell: (618) 698-4175 Fax: Email: gmbanks@yahoo.com</p>
<p><u>Division 81</u></p> <p>K.J. Bagby 2414 Switchback Circle Lees Summit, MO 64082 Office: (913) 558-6205 Fax: (206) 203-1024 Email: blet81@gmail.com</p>	<p><u>Division 118</u></p> <p>W.A. Taylor 204 Saint Sabre Drive Swansea, IL 62226 Cell: (618) 792-1106 Fax: (618) 355-0644 Email: westaylor@charter.net</p>

<p><u>Division 152</u> J.C. Fowler 1947 W. Point West Point, IA 52656 Cell: (319) 371-8274 Fax: Email: blet152@gmail.com</p>	<p><u>Division 182</u> D.F. Onstott Jr. 260 Kerr Station Road Cabot, AR 72023 Cell: (501) 766-5680 Fax: (501) 920-9032 Email: dannyonstott@netzero.net</p>
<p><u>Division 251</u> B.D. Allen 211 S. Sycamore Villa Grove, IL 61956 Office: (217) 832-5702 Fax: Email: bruce.allen@mchsi.com</p>	<p><u>Division 278</u> J.H. Wolfe 18D Linda Lane Vilonia, AR 72173 Office: (501) 796-0182 Cell: (501) 425-4811 Fax: (501) 796-0182 Email: jwolfe2@windstream.net</p>
<p><u>Division 336</u> C.S. Mullin 716 Holt Dr. Liberty, MO 64068 Office: (816) 200-8992 Fax: Email: bletmullin@yahoo.com</p>	<p><u>Division 442</u> M.S. Medlin 1009 5th Street Scott City, MO 63780 Office: (573) 264-4159 Fax: (573) 264-4159 Email: railroadeng@sbcglobal.net</p>
<p><u>Division 491</u> R.L. Law 29626 D Highway Lawson, MO 64062 Office: (816) 296-3211 Fax: (816) 580-3541 Email: blet491@gmail.com</p>	<p><u>Division 507</u> J.L. Madison 1723 Surrey Mountain Home, AR 72653 Office: (870) 425-7845 Fax: Email: jmadison@suddenlink.net</p>
<p><u>Division 585</u> N.J. Baker 6009 Woodview North Dr. Sherwood, AR 72120 Cell: (501) 231-1927 Fax: (501) 835-7616 Email: njbble@sbcglobal.net</p>	<p><u>Division 609</u> R.L. Moeckel 3 Family Circle Eldon, MO 65026 Office: (573) 797-0686 Fax: (573) 365-1172 Email: bletdiv609@yahoo.com</p>

<p><u>Division 613</u> R.D. Gifford 1040 Pertshire Lane Dyer, IN 46311 Office: (219) 865-2008 Fax: Email:</p>	<p><u>Division 674</u> R.K. Smith 1011 Harbor Court Columbia, IL 62236 Office: (618) 281-7788 Cell: (618) 920-3563 Fax: (618) 281-7788 Email: BRS74@htc.net</p>
<p><u>Division 724</u> C.J. Black 9783 N Briar Ln Effingham, IL 62401 Office: (217) 536-6495 Cell: (217) 343-0855 Fax: (217) 536-6495 Email: cjblack@blet724.org</p>	<p><u>Division 765</u> R.J. Hunt PO Box 1049 West Monroe, LA 71294 Office: (318) 348-7193 Fax: Email: huntronald12@comcast.net</p>
<p><u>Division 858</u> J.N. Callaway 2304 Whippoorwill Lane Whitehall, AR 71602 Office: (870) 329-7529 Fax: (870) 247-0380 Email: jaycallaway@att.net</p>	<p><u>Division 915</u> N.D. Krig 6410 West Morgan Alexandria, LA 71303 Office: (318) 487-2050 Fax: Email: krig_n@bellsouth.net</p>

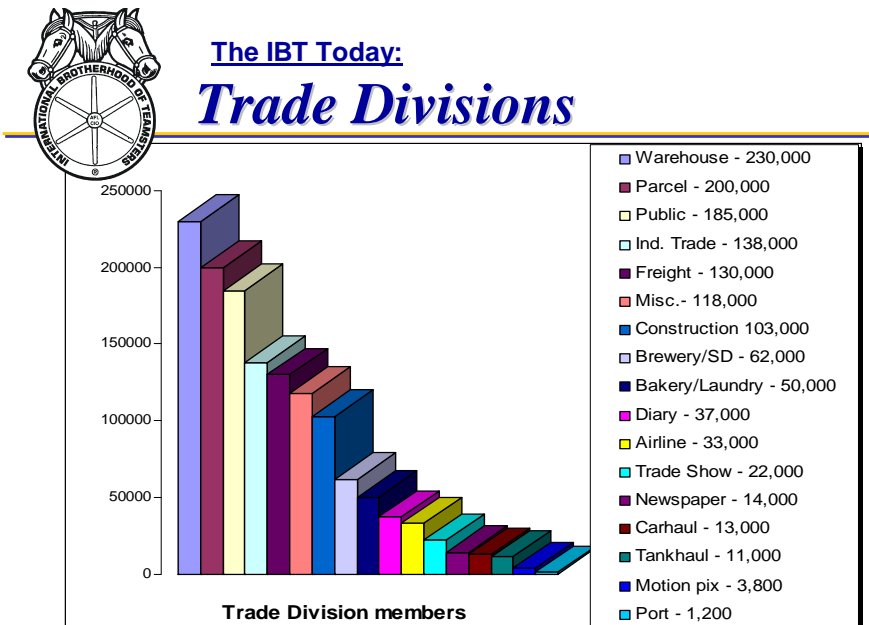


WHY BLET?

The creation of the BLET is just the first step toward uniting rail labor under the IBT. There are numerous and obvious reasons why this merger can and will benefit rail labor:

- **STRENGTH IN NUMBERS – 1.4 MILLION IBT MEMBERS HAVE POLITICAL CLOUT:** Because the railroad operating crafts are few in numbers it is doubtful that our respective BLET or UTU representatives would be able to create awareness for the concerns of locomotive engineers or trainmen in Washington, D.C. However, it is well recognized that 1.4 million Teamsters do command the attention of our elected representatives at the state and national levels. Most of the health and safety issues which impact rail labor cannot be satisfactorily resolved until we effectively inform and educate the public and our elected representatives of the potential dangers to their communities that are created by irresponsibly managed and deregulated railroads. Being part of the IBT will give us the political clout and the necessary resources to build a successful national rail safety movement as a means by which to resolve heartburn issues.
- **THE IBT HAS THE FINANCIAL RESOURCES TO BE IN THE BALL GAME – ORGANIZE OR DIE!:** – The IBT has a \$140,000,000 annual budget which allocates millions of dollars each year towards organizing new and existing members as well as developing Corporate/Strategic Campaigns that are tailored to confront big business on every front. The IBT understands and lives by the philosophy; “If we in labor do not organize, we will die”!
- **OPERATING CRAFTS NEED TO BE UNITED – “WHY JUST THE OPERATING CRAFTS”?** For several years, advocates of a merger between the UTU and BLET were saying that the operating crafts needed to be united. There is no doubt that only the railroads have benefited the most by keeping the operating crafts and all of rail labor divided. For over 20 years, frustrated railroad employees have been overheard stating, “We need to join a union like the Teamsters or the Longshoreman”. Well here it is brothers and sisters, you now have that opportunity. One very important difference between our recent merger and other merger attempts is that the BLET/IBT merger was created with a much broader vision; one which creates the possibility for uniting **all of rail labor**, not just the operating crafts. A united rail labor conference will make it difficult for the railroads to pit various rail labor unions against each other.
- **TRAIN CREWS AND TRUCK DRIVERS HAVE MUCH TO GAIN BY STANDING UNITED!** Large railroad corporations have recognized the power and wisdom of controlling more than one mode of transportation. We have seen evidence of this with the acquisition of major trucking companies by railroad corporations. For those who have been confused or influenced by rail industry propaganda which states, “Truckers and train crew’s don’t mix”, you may want to consider that rail labor could also benefit from multi-modal organizing. **The IBT is much more than a union for truckers. It represents more than 1.4 million active members employed in a wide range of industries. The IBT Freight Division makes up less than 10% of the total Teamster membership!** We in rail labor must understand who our allies are. It is only the railroads, trucking companies and big business who have gained by pitting union brothers and sisters against each other. We cannot let this continue!
- **DIVIDED AND CONQUERED OR STAND UNITED:** Since the beginning of time, the most powerful strategy for controlling those who have so much to gain by standing together has been to divide. Railroad management at all levels continues to master the art of dividing and conquering their work force. This only happens because we allow it to happen. Teamsters believe we have the opportunity and personal obligation to pursue a course of labor action that benefits and unites **all** transportation workers. **LET’S STAND TOGETHER UNITED!**

The IBT is much more than just a "Trucker" union! The Freight Division makes up less than 10% of the total IBT membership!



Competition between IBT trucks and railroads is virtually non-existent. In fact, these two modes of transportation work together efficiently!

Rail versus Trucks

Total Freight by rail:
21,200,000,000 tons

Freight by IBT trucking companies:
2,100,000 tons

Less than 0.01 % (2001 figures)



Brotherhood of Locomotive Engineers & Trainmen
International Brotherhood of Teamsters

Division 42

BLET – DIVISION 42 OFFICERS:

President	Brian Wheeler	573-429-4953
Vice President	Steve Bitter	314-604-0108
Local Chairman	David Grimes	573-776-8333
1st Vice Local Chairman	Mike Gurley	573-820-2455
2nd Vice Local Chairman	Jason Schroeder	618-334-7147
3rd Vice Local Chairman	Scott McKinley	618-401-9332
Secretary - Treasurer	Dennis Walker	573-778-6411
Legislative Representative	Harvey Free	573-429-7934
Dexter Safety Captain	Mike McGill	573-421-0246
St. Louis Safety Captain	James Vaughn	618-910-8006

General Committee of Adjustment and State Legislative Boards:

Charley Rightnowar
 General Chairman
 320 Brookes Drive Suite 115
 Hazelwood, MO 63042
 (314) 895-5858

Ronnie Rhodes
 1st Vice Chairman
 127 St Clair Road
 Boyce, LA 71409
 (318) 542-6999

Bob Law
 2nd Vice Chairman
 29626 D Highway
 Lawson, MO 64062
 (816) 392-6141

Chuck Jones
 3rd Vice Chairman

Dave Grimes
 4th Vice Chairman
 793 County Road 467
 Poplar Bluff, MO 63901
 (573) 776-8333

Kevin Leyerle
 General Secretary Treasurer
 580 White Oak Lane
 Liberty, MO 64068
 (816) 781-7183

Brian P. Kelley
 Missouri State Legislative Chairman
 1225 Wellington Way
 Liberty, MO 65101
 (816) 781-3865

Ed Way
 Illinois State Legislative Board Chairman
 9119 Wedgewood Dr.
 Fairview Heights, IL 62208
 (618) 397-8895

The BLET Central Region General Committee Website can be viewed at www.bleupcrgca.com . It contains information on agreements, Federal Laws, time claims, contacts, forms, and news.
 If you have any questions concerning your rights or working conditions, please call one of the elected representatives listed above.



INTERNATIONAL BROTHERHOOD OF TEAMSTERS – RAIL CONFERENCE
 BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
 MISSOURI DIVISION 42- *Established November 9, 1865*

793 COUNTY ROAD 467 – POPLAR BLUFF, MISSOURI 63901
 573-776-8333 (office) – 573-686-1887 (fax)

BLET – 2010

Information regarding Dues Assessment of Division 42

Fund	Trainmen	Cut Back Engineer	Engineer
National Division	15.00	33.00	33.00
National Convention	2.00	2.00	2.00
National Legislative Board	2.00	2.00	2.00
General Committee of Adjustment (Central Region) Included is a \$20 per month assessment currently in effect.	32.20	32.20	79.20
Local (Division 42) Included is a \$4.00 payment for AIG Limo Liability Insurance	26.00	26.00	26.00
Missouri State Legislative Board	8.50	8.50	8.50
Total	\$85.70	\$103.70	\$150.70

These amounts can be slightly different due to pay raises, By-Law Changes or special assessments. Some members also have payroll deductions for the Pac Fund, short term disability insurance and job insurance included with their union dues payroll deduction.

*We have an insurance policy for all Division 42 Members that increases the liability coverage for anyone riding in a van/limo such as AAA, RBI etc. This increases coverage in case of an accident to an aggregate limit of \$3,000,000 maximum per accident and \$500,000 limit per person per incident. This costs each member \$4.00 per month and is included in the Local Committee Dues.

Local Chairman
Dave Grimes

President
Brian Wheeler

Secretary/Treasurer
Dennis Walker



Brotherhood of Locomotive Engineers and Trainmen
A Division of the Rail Conference - International Brotherhood of Teamsters
 Timothy L. Smith, Chairman
 California State Legislative Board
 610 Auburn Ravine Road, Suite C

**Auburn, CA 95603
(800) 864-6993**

About the BLET PAC Fund:

Dear Brothers and Sisters,

During this time in our nation's history, it is incumbent upon us as voting public to educate ourselves about the candidates we elect for local, state and federal positions. We currently have a process which provides money for the candidates of our choice. It is called the PAC fund. We give money to the candidate's campaign to help with the tremendous costs of advertising, signs, buttons, newspaper information, television ads etc... Otherwise, only the rich would succeed in getting their message to the people.

This country was founded on the basic belief that anyone could become President. I grew up thinking that it was possible that I could become President, even though I came from the poorer side of the tracks. Through the use of the donated PAC funds, anyone's candidacy can become a reality.

The BLET PAC fund serves two purposes. One, it provides money for the VP-NLR to use on Congressional candidates or incumbents. Two, it provides money for your BLET State Legislative Chairmen to use at the State level. With every dollar you donate, half stays in your home state for State and Local elections and the other half is for the National elections. Through our generosity, we gain influence. With this influence, we gain a "correct" vote when it comes time to pass a state or federal bill which would help us. The converse is true as well. If there is a bill at the state or federal level which could hurt us, this influence helps us to defeat it.

Many folks don't like the PAC fund system in general. Unfortunately, that is how the system works today. If we take the "high road" and say no to sending PAC money to our representative's campaigns, we shoot ourselves in the foot. The only legislation which will thereby occur, you won't like! That is because big business wouldn't know a high road if their nose bled. They will buy their influence at any cost. They outspent labor 20 to 1 in recent elections. You do the math. If labor spent a collective 20 million dollars in PAC fund donations, multiply that by 20. That number is astronomical. Big business will do whatever it takes to control the power.

I am asking you, don't let this happen. We have "grass roots efforts" and numbers on our side. They have the cash! Help labor gain a larger voice by donating whatever you can afford on a monthly basis, to our PAC fund. We have friends we have helped in the past. We need more! The carriers are anxious to do away with your jobs and our organization. With the greater political power, they try to dictate everything! Let's ruin their delusions of grandeur. Please consider donating to the BLET PAC fund.

Fraternally and in solidarity,

Timothy L. Smith, Chairman
California State Legislative Board
Brotherhood of Locomotive Engineers and Trainmen
Rail Conference of the International Brotherhood of Teamsters



INTERNATIONAL BROTHERHOOD OF TEAMSTERS – RAIL CONFERENCE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
POLITICAL ACTION COMMITTEE

SUPPORT BLET-PAC!

Cutting Amtrak funding, loss of job protection, repeal of rail safety regulations, repeal of the Federal Employees Liability Act and the possible loss of our Railroad Retirement system are just a few reasons why... **WE MUST FIGHT BACK!**

With more than a century of experience, we know that we must forcefully advocate our interests if we want to protect our profession, our families and the millions of Americans we serve.

History shows that we are strongest when our members back BLET's legislative and political action programs. And, like it or not, collective bargaining in the rail industry is vitally linked to legislation – just look at the events of 1991 and 1992 when Congress became a key player in our bargaining disputes and denied railroad workers our right to strike. And Congress continues to introduce legislation that abrogates our negotiated contracts.

Anti-rail labor interests routinely spend massive sums of money to elect hostile candidates, and to encourage anti-rail labor legislation and regulations. A strong and effective BLET-PAC is needed to fight for us and to promote BLET's interests in the political process.

BLET-Pac gives us the power in the political processes to:

- ◆ Elect politicians who will respond to our interests.
- ◆ Influence legislation and regulations to take into account our concerns.
- ◆ Stop those who try to take away our jobs, harm rail safety, or infringe upon our rights as workers.
- ◆ Give BLET-PAC the power to fight for us in Washington and state capitols across the nation.

Support BLET-PAC!

- ◆ Fight to protect your job, improve your standard of living, and influence rail labor policies.
- ◆ Help ensure that candidates responsive to the needs of engineers and trainmen get elected to office at the state and federal levels.
- ◆ Take pride and participate in the BLET-PAC as we fight for our union and meet our challenges head on now, and into this century.



INTERNATIONAL BROTHERHOOD OF TEAMSTERS – RAIL CONFERENCE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
DIVISION 42
LOCAL CHAIRMAN DAVID W. GRIMES
LEGISLATIVE REPRESENTATIVE HARVEY P. FREE

dgrimes1355@gmail.com
hpfree42@gmail.com

How Can You Join BLET-PAC?

Fill out this form and commit yourself to \$5, \$10, \$20 or as much as \$100 a month. Retirees can simply write a check and mail to the address listed below. Members who contribute to BLET-Pac will be awarded with attractive lapel pins and special awards for top contributors.

Levels of Contribution:

- \$5 per month – Representative’s Club
- \$10 per month – Senator’s Club
- \$20 per month – Vice President’s Club
- \$50 per month – President’s Club
- \$100 per month – President’s Advisory Council

BLET-PAC Check-off Authorization

This authorization is voluntarily made based on my specific understanding that:

The signing of this authorization and the making of these voluntary contributions are not conditions of membership in the Union, nor of employment by my employer; I may contribute any amount, and will not be favored or disadvantaged by the Union for doing so; I may refuse to contribute without reprisal.

Contributions or gifts to BLET-PAC are not deductible as charitable contributions for federal income tax purposes.

I hereby authorize and direct my Division Secretary-Treasurer to have deducted from my paycheck the sum of

\$ _____ monthly and transmit that amount to BLET-PAC. This authorization shall remain in full force until revoked in writing by me.

Name: _____

Home Address: _____

Signature: _____

Date: _____ Division Number: _____ 42 _____

(Check one) _____ Active, or _____ Retired

Mail to: Brotherhood of Locomotive Engineers and Trainmen
National Legislative Office
25 Louisiana Ave. NW, Suite 409
Washington, D.C. 20001



Brotherhood of Locomotive Engineers & Trainmen
International Brotherhood of Teamsters
Division 42

PERTINENT PHONE NUMBERS & ADDRESSES:

- UNION PACIFIC RAILROAD EMPLOYEES HEALTH SYSTEMS
UPREHS
795 North 450 West
Salt Lake City, Utah 84103
www.uphealth.com
Phone: 801-595-4300
Toll Free: 800-547-0421
Fax: 801-595-4300

- UNITED HEALTH CARE
P.O. Box 30985
SALT LAKE CITY, UTAH 84130-0985
PHONE: 800-842-5252 FAX: 801-523-6890

- FEDERAL RAILROAD ADMINISTRATION (FRA) - REGION 8
Suite 3-0 4400 Lindell Blvd.
St. Louis, MO 63108
www.fra.dot.gov
Phone: 314-534-4071
Fax: 314-534-4071
Hot Line: 800-724-5996

- JOB INSURANCE COMPANIES:

BROTHERHOODS RELIEF AND COMPENSATION FUND (BRCF)
2150 Linglestown Road, Harrisburg, PA 17110
800-223-7080
www.brcf.org

Scott McKinley – Division 42 BRCF Representative: Phone: 618-401-9332

LOCOMOTIVE ENGINEERS & CONDUCTORS MUTUAL PROTECTIVE ASSOCIATION (LE&CMPA)
535 Griswold, Suite 1210 Buhl Building, Detroit, Michigan 48226-3602
Toll Free Numbers: Voice: (800) 514-0010 Fax: (877) 633-1910
www.lecmpa.org

Dave Grimes – Division 42 LECMPA Representative: Phone: 573-776-8333

CPA Insurance Company
PO Box 250010, West Bloomfield, MI 48325
800-432-8245
www.cpains.com

Mike Gurley – Division 42 CPA Representative: Phone: 573-820-2455



INTERNATIONAL BROTHERHOOD OF TEAMSTERS – RAIL CONFERENCE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
MISSOURI DIVISION 42 - *Established November 9, 1865*
793 COUNTY ROAD 467 – POPLAR BLUFF, MISSOURI 63901
573-776-8333 (office) – 573-686-1887 (fax)

FELA

The Federal Employers Liability Act was passed by Congress in 1908, for the purpose of providing compensation to railroad employees who are injured on the job. It enables injured employees to bring claims directly against their employers where it can be shown that it was the railroad's negligence that caused the injury.

Negligence is defined as the railroad's failure to exercise reasonable care in its obligation to the employee. It could be as a result of not providing a safe place to work, proper tools and equipment to do the job, or adequate help or training. The courts have held that the employer's negligence does not have to be the sole cause of the accident. So long as the carrier was at fault in the slightest degree it is enough to establish the right to bring a claim.

If the employee was also at fault in causing the accident the jury can reduce his award by the percentage that he was at fault. For example, if the damages totaled \$100,000.00 but it was determined that the employee was 25% at fault, the net award would be \$75,000.00. Under the FELA the injured employee may file a lawsuit in the state or federal courts and have a jury decide the damages, if any, to which he is entitled. Unless the claim is settled the lawsuit must be filed within three years of the date of the accident.

As distinguished from state workman's compensation laws, there is no schedule of benefits, whether weekly or otherwise to which an employee is entitled. Instead there are elements that determine damages. They include lost wages, pain and suffering, permanency of injury and effect on life style, future pain and suffering, future lost wages, and out-of-pocket expenses including medical costs.

Usually the damages under the FELA can be significantly greater than that which would normally be collected if under workmen's compensation. Because the FELA involves bringing a claim directly against the employer, the railroads make every effort to keep the amount they pay out as low as possible.

In order to counter this, and because it is a specialized area of the law, the BLET has appointed "designated counsel" around the country to whom members can go for guidance, advice, and representation. They are all experienced in handling FELA claims.

© 2004 Brotherhood of Locomotive Engineers and Trainmen

Check with a Division Officer or refer to BLET's designated list online at:

<http://www.ble.org/fela/find.asp>



INTERNATIONAL BROTHERHOOD OF TEAMSTERS – RAIL CONFERENCE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
MISSOURI DIVISION 42 - *Established November 9, 1865*
793 COUNTY ROAD 467 – POPLAR BLUFF, MISSOURI 63901
573-776-8333 (office) – 573-686-1887 (fax)

BLET Short-Term Disability Insurance (National Agreement Policy)

If you are a locomotive engineer working on a railroad that participated in the Wage Rules portion of the national agreement dated December 16, 2003, your coverage under Part A (described below) of the BLET Short Term Disability Plan will automatically continue.

Last year, if you opted out of Part B coverage (also described below), then you can opt back in during this enrollment period. If you currently participate and wish to opt out of Part B coverage, you can also do so during this enrollment period.

Part A — Non-Occupational Disabilities

Effective January 1, 2010, there will be no changes to Part A coverage:

- Your eligibility and \$40 premium is submitted by the railroad on a monthly basis.
- Part A pays \$402 per week for non-occupational disabilities only.
- Occupational disabilities are not covered.
- Each eligible member is insured for \$50,000 of Accidental Death and Dismemberment (AD&D) coverage.

Part B – Occupational Disabilities

Effective January 1, 2010 there will be no changes to Part B coverage:

- Part B is voluntary. Participation in this additional occupational coverage is not required.
- The weekly benefit for occupational disabilities is \$402 per week.
- Each eligible member is insured for \$50,000 of AD&D coverage.
- The benefit is not subject to repayment upon receipt of a FELA settlement (no repayment after a personal injury settlement).
- The benefit is not considered taxable income.
- The cost is \$23 per month and will be payroll deducted with your monthly union dues.

NOTE: UTU members working as engineers are eligible for Part A and may purchase Part B coverage by making an annual payment of \$276 to the BLET Trust Fund.

FILING A CLAIM FOR BLE-T SHORT TERM DISABILITY

Call 1-800-858-6506 – MetLife Claim Center

Provide information requested, including contact information on your attending physicians.

A Case Manager will be assigned and you will receive a file number which you must keep available for future reference.

Following the call, you will receive an authorization for release of medical information. Sign the document and return to MetLife.

IMPORTANT:

- Eligibility for Part B is dependent on your eligibility for Part A. In order to be eligible for Part A, you must have seven starts in a month with one start as an engineer.

If you are furloughed to train service and become ineligible for Part A coverage, you must notify the Secretary-Treasurer of your local division immediately. At that time, you have three options:

1. Continue coverage of Part A and Part B by paying \$40 directly to the BLET Trust Fund by the 10th of the month and continuing payroll deduction of \$23 for Part B. Coverage may only be continued for six months under this option. If you choose this option, you will need to contact the Plan Administrator (information below) for additional instructions.

2. Discontinue coverage of Part B temporarily until you return to engineer status and become eligible for Part A. An engineer, who loses Part A coverage due to no fault of his own, may resume coverage for Part B once he returns to engineer status and becomes eligible for Part A. You must keep the Secretary-Treasurer of your local division informed of your status.

3. OPT-OUT of Part B by completing an OPT-OUT form. If you choose to opt-out of Part B, you may only resume coverage during a subsequent annual enrollment period. If you currently do NOT participate and choose to do nothing, you will continue to be only eligible for Part A coverage.

- Members who OPT-OUT of Part B coverage will not be eligible to enroll for the coverage until the next annual enrollment period.

Anyone with questions can contact Jim Bradford, BLET Short Term Disability Administrator, at (216) 241-2630, ext. 205, or email: Bradford @ble-t.org.



INTERNATIONAL BROTHERHOOD OF TEAMSTERS – RAIL CONFERENCE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
MISSOURI DIVISION 42 - *Established November 9, 1865*
793 COUNTY ROAD 467 – POPLAR BLUFF, MISSOURI 63901
573-776-8333 (office) – 573-686-1887 (fax)

Short-Term Disability Insurance, Division 42 Policy by “Railroad Marketing Insurance Specialists”

We have spent considerable time in looking and evaluating different types of insurance coverage's to provide you with the best coverage and best value if you are to become disabled due to a sickness or injury, whether it occurs on or off the job.

With this in mind, we have chosen Railroad Marketing Insurance Services as our broker who can offer a plan which significantly enhances coverage while reducing your current premiums. RMIS has been exclusively working with railroaders and their families for over 48 years.

Plan highlights are:

- ☞ Benefits become payable after 1st day accident and 15 day sickness
- ☞ Coverage is 24 hours per day, 7 days a week
- ☞ Disability benefits are payable up to 1 year maximum per disability
- ☞ Monthly disability benefit is \$2,000 per month
- ☞ Pays in addition to the Railroad Sickness Benefit (RUIA)
- ☞ This does not offset with any other benefit
- ☞ Additional Accident Benefits pays for emergency room visits, hospital stays, broken bones, dislocations, lacerations, etc... for covered accidents
- ☞ Family coverage is available
- ☞ Accidental Death Benefits are included
- ☞ Program is payroll deducted
- ☞ Cost of Level 1 Plan is \$78.00 per month
- ☞ Level 2 cost is determined by your age

We invite you to take advantage of this program. You may enroll by completing the attached application and payroll deduction form and faxing it back to Railroad Marketing at 435-688-1338 or emailing the forms to woody@railroadmarketing.com . You may also enroll over the phone or if you have any questions you can also contact Railroad Marketing at 888-646-9951.

Railroad Marketing will take care of stopping your deduction from your union dues and starting the deduction with the Union Pacific. All deductions will be handled by Pacific Rails Credit Union.

COSTS OF COBRA COVERAGE

COST OF CONTINUATION OF INSURANCE FOR EMPLOYEE ONLY WITH U.P.R.E.H.S. FOR LEAVES, INJURY, FURLOUGH, SUSPENSION, OR DISMISSIAL.

Medical Leave of Absence: Members placed on authorized leave of absence for sickness or as a result of an off-duty injury and members who have been physically disqualified for active service shall receive an initial six (6) month dues waiver. Upon expiration of the six (6) month dues waiver, monthly dues in amount of \$100.00 per month must be remitted to retain Health Systems coverage.

On-Duty Injury: A member on authorized leave of absence as a result of an an-duty injury shall have Health Systems dues waived for any months in which no compensated service is performed for the Company, for a maximum of six months following the month in which the injury occurred. After six months of having dues waived, the member must pay dues in the amount of \$100.00 per month, beginning with the seventh month, to obtain Health Systems benefits not related to the on-duty injury. However, Health Systems will continue treat the member for the on-duty injury, without payment of dues until such time as the claim against the Company has been resolved by settlement or court judgment. Please keep in mind that after the six month waiver ends, if you do not retain full Health Systems membership by remitting Leave of Absence dues payments, and later resign, settle your claim against the Railroad Company, or retire, you will not be considered a current dues paying member and would be excluded from participating in either the Cobra or retired plan.

Furloughed: Members who are qualifying employees under one of the National Health, and Welfare Plans listed in the Regulation Book, and having been furloughed; will be eligible for Railroad Company paid coverage for a maximum of three (3) months. Beginning with the fourth (4th) month and each month thereafter, members must remit due in the amount, of \$100.00 per month to U.P.R.E.H.S. in order to maintain medical coverage. Payments must be made by the fifth (5th) day of each month.

Suspended: A member who is suspended shall, receive an initial six (6) month dues waiver. Upon expiration of the six (6) month dues waiver, monthly dues in amount of \$100.00 per month must be remitted to retain Health Systems coverage.

Dismissed: A member who is dismissed shall remit dues in amount of \$100.00 per month to U.P.R.E.H.S. in order to maintain medical coverage. Payments must be made by the fifth (5th) day of each month.

Family & Medical Leave (FMLA): Members on an authorized FMLA for their own health reasons shall receive an initial six (6) month dues waiver. Upon expiration of the six (6) month dues waiver, monthly dues in amount of \$100.00 per month must be remitted to retain Health Systems coverage. Members on authorized FMLA for other reasons are not eligible

for a dues waiver but can maintain Health Systems coverage for up to three months under this FMLA plan by immediately contacting the Union Pacific Railroad Company Payroll Accounting Office for payment instructions. Their phone number is (402) 544-0702.

Following the use of any available dues waivers, the monthly rates for leave of absence coverage will be as follows:

First six (6) months with equal \$100.00 per month
Seventh to twelfth month will equal \$175 per month
Thirteenth month and beyond will equal \$435.62 per month

Resignation: If you resign from the Railroad Company, you may elect COBRA coverage to extend your Health Systems membership- You are entitled to a maximum of eighteen (18) months of COBRA at the cost of \$444.33 per month. If you desire this coverage you will have to make an initial payment to cover each month since group coverage ended.

Settlement: If you settle a claim with the Railroad Company, and relinquish your rights to return to service, you may elect COBRA coverage to extend your Health Systems membership. You are entitled to a maximum of eighteen (18) months of COBRA at the cost of \$444.33 per month. If you desire this coverage, you will have to make an initial payment to cover each month since group coverage ended.

Termination: If the Railroad Company has terminated your Railroad employment, you may elect COBRA coverage to extend your Health Systems membership. You are entitled to a maximum of eighteen (18) months of COBRA at the cost of \$444.33 per month- If you desire this coverage; you will have to make an initial payment to cover each month since group coverage ended.

Retirement: Written application for membership must be submitted to the President of Health Systems at P.O. BOX 161020, Salt Lake City, Utah 84118-1020 within thirty (30) days after the date of filing for annuity/pension with remittance of dues for the first three (3) applicable months as determined by the President for continuous membership. Failure to make written application or failure to remit dues in advance within the time limits shall automatically and without notice terminate the right of the pensioned employee to thereafter contribute and receive benefits set forth in these Regulations.

COBRA: You may elect COBRA coverage to extend your Health System membership. You are entitled to a maximum of eighteen (18) months of COBRA at the cost of \$444.33 per month. If you wish this coverage, you will need to make an initial payment to cover each month since group coverage ended.

THE COST OF COBRA WITH U.P.R.E.H.S. AND U.H.C.

The 1996 National Agreement established a requirement that an employee must perform seven (7) days compensated service in any month in order to have coverage the following month. The collective bargaining agreement further provides an additional three (3) month's coverage

following the last month of earned coverage. Understanding those two requirements is essential in order to determine how many months COBRA payments will have to be paid to continue coverage in the event you are fired for a period beyond the date to which your coverage extends. Article V of the 1996 National Agreement states as follows:

The Railroad Employees National Health and Welfare Plan ("the Plan") is amended, effective June 1, 1996, as provided in this Section. In order for an Eligible Employee (as defined by the Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

Your dependents insurance will continue for three (3) months following the month in which you last performed seven days service as above for a total of four (4) months. After that you can continue your insurance by paying a COBRA payment (amounts shown on the last page) each month until you can return to fulfill the seven (7) day requirement above.

Following are COBRA Costs for Terminated or Resignation (eff. 08/18/10):

[NOTE: All payments are voluntary. One could omit any one of the additional coverages, such as dental or vision, if they wished. All totals in red assume the employee elects to accept ALL coverages listed.]

Employee covered under UPREHS

\$444.33/mo. - UPREHS Medical/Drug Coverage
\$29.69/mo. - Dental Coverage (coverage provided through UHC only)
\$5.17/mo. - Vision Coverage (coverage provided through UHC only)
\$479.19 per month TOTAL per person

Employee covered under United Health Care (UHC)

\$602.75/mo. - United Health Major Medical/Drug Coverage
\$29.69/mo. - Dental Coverage (coverage provided through UHC only)
\$5.17/mo. - Vision Coverage (coverage provided through UHC only)
\$637.61 per month TOTAL per person

Spouse or other non child dependents:

\$602.75/mo. - United Health Major Medical/Drug Coverage
\$29.69/mo. - Dental Coverage (coverage provided through UHC)

\$5.17/mo. - Vision Coverage (coverage provided through UHC)

\$637.61 per month TOTAL per person

Children (no matter how many and previous coverage):

\$374.23/mo. - United Health Major Medical/Drug Coverage

\$50.23/mo. - Dental Coverage (coverage provided through UHC)

\$1.14/mo. - Vision Coverage (coverage provided through UHC)

\$ 425.60 per month TOTAL

In other words:

Single Employee w/ UPREHS pays - \$479.19 per mo. TOTAL

Single Employee w/ UHC pays - \$637.61 per mo. TOTAL

Married Employee w/ UPREHS w/o children pays - \$1,116.70 per mo. TOTAL

Married Employee w/ UHC w/o children pays - \$1,275.22 per mo. TOTAL

Married Employee w/ UPREHS w/ children pays - \$1,542.30 per mo. TOTAL

Married Employee w/ UHC w/ children pays - \$1,700.82 per mo. TOTAL

Singled Parent w/ UPREHS pays - \$904.79 per mo. TOTAL

Singled Parent w/ UHC pays - \$1063.21 per mo. TOTAL

YOU WILL NEED TO CONSIDER THESE COSTS WHEN YOU LOOK AT HOW MUCH JOB INSURANCE YOU HAVE!

RAILROAD RETIREMENT AND INSURANCE COVERAGE

The following has been prepared for those who have either reached or are nearing retirement age and who are trying to determine the best timing of when to start their retirement. One of the most important (and often overlooked) costs that could effect your retirement decision is the cost of insurance. The insurance falls into two major categories: (1) insurance cost for you, and (2) insurance cost for your spouse.

NOTE: If you are single then the only part of the following that will effect you will be the cost of the "supplemental" coverages that either covers or offsets the cost of insurance deductibles in the primary policy.

The scenarios below attempt to represent the most common situations that married retirees face in both "early retirement" (60/30 prior to age 65) and retiring at 65 years of age or later. Any questions, including additional information on coverage for other than you or your spouse can be directed to United Health Insurance at (800-842-9905), option 2.

Retiring Early (Ages 60-65 w/30 yrs service)

If you have thirty years of service prior to reaching age 60 then you can retire with full benefits on or after the age of 60. At that point you will move from the active employment coverage (GA-23000) to the retirement supplement coverage (GA-46000). The early retirement supplement coverage is a limited insurance approximately equal to the 80% major medical plan we used to have under Travelers. The lifetime maximum is very limited in the event you or your wife has a serious illness so a supplement to that policy is highly recommended. It covers most of the remaining 20% and increases the lifetime maximum dramatically.

Cost of GA-46000 – No cost

This plan is furnished to employees and their spouses who retire after the age of 60 but before the age of 65. It is basically a major-medical policy that covers 80% of medical costs **with a maximum lifetime benefit of \$118,900 per person as of August 18, 2010**. This plan covers both the retired employee and the spouse at no additional cost and continues prescription coverage with Medco. However, costs can increase considerably when the employee reaches age 65 if his/her spouse is younger.

Cost of 60/30 Plus Plan Supplement to GA-46000 (UPREHS) -- \$145.00/mo (Employee)

Cost of Plan E, Supplement to GA-46000 (UHC) -- \$180.00/mo per person (Spouse)

This plan is a supplement coverage to the GA-46000 early retirement plan. The benefit of paying for this out-of-pocket is that it **increases the maximum lifetime coverage to \$500,000**. In addition, it pays 70% of the unpaid 20% portion of the GA-46000. This provides an approximate total coverage of 94% when you have both the GA-46000 and the Plan E Supplement. In filing claims the GA-46000 will be the primary policy with the 60/30 Plus Plan or Plan E coverage filling in when the primary coverage is either exceeded or exhausted.

What does this mean to me in dollars?

Retirement insurance costs most severely impact those employees who are older than their spouses. Whether they wait until they reach the age of 65 to retire, or retire early under the 60/30 option, they will be faced with increased insurance costs for younger spouses. At 65 the retired employee must move to Medicare coverage (shown below). The employee must then pay COBRA payments for their spouse until they too reach the age of 65. Those payments are both expensive and limited to a maximum of 36 months. If your spouse is more than three years younger than you the option of covering him/her will end 36 months after you reach the age of 65, after which you will be forced to purchase a policy from another source or leave the spouse without insurance coverage.

Please note the following scenarios to help you understand the coverage costs of early retirement:

Example No. 1 – Employee w/ UPREHS is married and under the age of 65:

GA-46000 – no cost to either employee or spouse.

Plan E (employee) \$145.00

Plan E (spouse) 180.00

Total monthly cost: \$325.00 until employee reaches age 65.

Example No. 2 – Employee w/ UHC is married and under the age of 65:

GA-46000 – no cost to either employee or spouse.

Plan E (employee) \$180.00

Plan E (spouse) 180.00

Total monthly cost: \$360.00 until employee reaches age 65.

Example No. 3 – Employee is 65, and older than spouse but within 36 months in age:

Costs up until time employee reaches age 65 are the same as above. Once the employee moves under Medicare coverage the insurance coverage changes:

GA-46000 COBRA (spouse) \$750.40

Plan E (spouse) 180.00

Spouse Subtotal: \$930.40

Employee (Medicare supplement) 168.00 (prescription coverage is extra)

Total monthly cost \$1098.40 until spouse reaches age 65.

Example No. 4 – Employee is 65, and older than spouse but within 36 months in age with children:

Costs up until time employee reaches age 65 are the same as above. Once the employee moves under Medicare coverage the insurance coverage changes:

GA-46000 COBRA (Spouse) \$750.40

GA-46000 COBRA (Children) 181.23

Plan E (spouse) 180.00

Spouse & Child Subtotal: \$1111.63

Employee (Medicare supplement) 168.00 (prescription coverage is extra)

Total monthly cost \$1279.63 until spouse reaches age 65.

Spouse and dependent's coverage will end after the expiration of 36 months under COBRA coverage. Following that date, coverage will have to be found with a third-party carrier to cover the spouse until Medicare age of 65. Contact UHC for other plans like GA-23111 to meet their needs after expiration for their coverage.

NOTE: Dental and Vision coverages for retirees and their spouses are limited to a maximum of 18 months under any of the above retirement scenarios that do not pertain to Medicare and are paid in addition to all other coverage options. They are per person as follows:

Dental \$29.69 per person

Vision \$ 5.17 per person

Retiring At Age 65 (or later)

The employee that works until they have reached the age of 65 then retires will immediately move from the group insurance for active employees, Plan GA-23000, to Medicare coverage. Considering the previous information for employees faced with the costly COBRA payments for their younger spouse, some employees may elect to work beyond age 65 until their spouse also reaches age 65 to eliminate the need for the expensive interim coverage. The employee would remain under the GA-23000 until retiring in that scenario, as would their spouse/family, and both would move directly to Medicare coverage upon retirement at spouse's age 65.

A Word about Medicare:

Medicare is, of course, managed and paid for by the Federal Government and financed by tax dollars. The coverage falls into a two major categories: Medicare A (primarily hospital costs) and Medicare B (doctors, lab tests, etc.). Everyone does not have Medicare A but retiring railroad employees will have this coverage in most cases. Registration is necessary for everyone.

Medicare covers 80% of whatever care you require. It also has an out-of-pocket deductible that varies year to year which is around \$150-\$200. A relatively inexpensive supplement is available through United Health called Plan F. This no longer includes prescription coverage (see note below) which is available through many companies under the Federal prescription plan. Plan F pays all of the out-of-pocket costs for Medicare and the remaining 20% of coverage not provided by Medicare, which amounts to 100% coverage. Medicare patients must visit physicians who accept them under Medicare which pays a flat rate. Some doctors do not accept Medicare so you may need to change physicians once you retire.

For the employee that works until age 65 and who has a younger spouse the COBRA payments for continuing coverage are somewhat less than that for early retirees. The 36 month limit allowed for COBRA payments remains but the costs are as follows:

Example No. 1A – Employee goes under Medicare but pays COBRA for younger spouse:

Emp Medicare Sup (Plan F)	\$168.00
Spouse COBRA for GA-23000	<u>602.75</u> (see Dental/Vision above)
Total monthly cost:	<i>\$770.75 until spouse reaches 65</i>

Example No. 1B – Employee goes under Medicare but pays COBRA for younger spouse w/ child dependents:

Emp Medicare Sup (Plan F)	\$168.00
Spouse COBRA for GA-23000	<u>602.75</u> (see Dental/Vision above)
Dependent COBRA for GA-23000	<u>374.23</u> (see Dental/Vision above)
Total monthly cost:	<i>\$1144.98 until spouse reaches 65</i>

The next example can be considered the “optimum” scenario as far as insurance cost where an employee and the spouse have both reached the age of 65.

Example No. 1M – Employee and Spouse are both age 65 or older and under Medicare:

Employee Medicare Supplement (Plan F)	\$168.00
Spouse Medicare Supplement (Plan F)	<u>168.00</u>
Total monthly cost:	\$336.00

AN IMPORTANT POINT ABOUT PRESCRIPTIONS & RETIRING UNDER MEDICARE:

United Health Care, as all other group coverages, no longer offers Plan D prescription coverage for retirees under Medicare. That coverage is available from a variety of companies offering a range of different protection for widely different costs. United Health Care works with AARP to furnish that care. More information can be obtained at the following Internet link: Learn more at AARPMedicareRx.com

If is very important that if you are considering retirement that you contact UPREHS, United Healthcare and the Railroad Retirement Board directly to get the most accurate and up to date information available.

What To Do For The Spouse When A Railroad Employee Dies

Carrier Notification and Remaining Vacation Compensation Requirements

Contact The Carrier Human Resource Representative As Soon As Possible.

HR Will Need Specific Information. The Information Should Be Gathered Before Contacting HR.

HR Will Need The Date Of The Employee's Death, The Full Name (First Name, Middle Initial & Last Name) Of Next Of Kin With A Telephone Contact Number For The Next Of Kin. If The Next Of Kin Is The Spouse, Their Social Security Number And Date Of Birth Will Be Needed Also.

UP Human Resources Can Be Contacted At Company Line 8-544-4000 Option (1) Or Toll Free At (877) 275-8747.

Also Notify The Employee's Immediate Manager And Time Keeper (If Known)

Verification Of Employee's Death And Verification Of Estate Beneficiary Are Required By Banking Operations Before Any Unpaid Compensation, Remaining Vacation For Current Year Or Vacation Credit For Subsequent Year (If Earned) Will Be Paid To Anyone.

Banking Operations & Finance Receives The Notice Of Employee's Death From Human Resources. Banking Operations / Finance Clerk Gary D. Corn Sends The Beneficiary Verification Forms To The Next Of Kin Reported To HR. These Forms Must Be Completed, Notarized And Returned To Finance Before Any Funds Will Be Released By The Carrier.

Mr. Corn May Be Reached At (402) 544-0079 Or Company Line 8-544-0079.
Remember, He Can Do Nothing To Help You Until HR Has The Information First.

Company Provided Met/Life Insurance

Call Met/Life For Insurance Information 1-800-310-7770 Option 1

Active Employee's Benefit \$20,000
Accidental Death Benefit \$16,000 in addition to the \$20,000
Retired Employee's Benefit \$2000

Documents Needed By Met/Life At Time Of Employee's Death:

Date Of Birth Of Individual, Social Security Number, Current Address And Date Of Death
A Death Certificate Is Needed

U.S. Railroad Retirement Board

Railroad Retirement Board Phone Numbers Are In The Phone Book Under Government Listing In Most Directories.

Calling Local Information In Your Area Might Save Time

RRB Office Of Programs Field Service - Omaha (402) 221-4641

Documents That Should Be On File With RRB:

Photo Copies Of Employee's And Spouse's Social Security Cards

Employee's Birth Certificate - Must Be Raised Seal Original

Spouse's Birth Certificate - Must Be Raised Seal Original

Certificate Of Marriage - Must Be Raised Seal Original

All Raised Seal Original Documents Will Be Copied And Originals Returned To Sender

By Certified Mail If RRB Receives Them By Certified Mail.

Military Records (Record Of Separation From Active Duty Form DD214) – Must Be Original

Documents Needed By RRB At Time Of Employee's Death:

Raised Seal Original Copy Of Death Certificate

Amount Of Burial Fund Money Received Is Determined By Years Of Service And Date When Service Began.

Burial Fund Of \$255 Could Be Paid To Spouse Or Survivors.

Health Insurance Options

THE HEALTH AND WELFARE PLAN OF THE NATION'S RAILROADS AND THE LABOR ORGANIZATIONS

Dependent Health Care Benefits (GA-23000) Will Continue Until The End Of The Fourth Month Following The Month Of The Employee Death (These 4 Months Are Part Of The 36 Months Eligibility)

OPTIONAL CONTINUATION OF COVERAGE UNDER GA-46000 / COBRA

COBRA Coverage May Be Continued For 36 Months From the Date Of The Employee's Death At A Rate Of \$642.76 Per Month (A Qualified Beneficiary Has 60 Days To Elect COBRA)

WHEN QUALIFIED BENEFICIARY AND DEPENDENT COVERAGE END UNDER GA-23000

Major Medical Expense Benefits Are Available Under GA-23111 Plan C Until Medicare Eligible For \$425.00 Per Month

RAILROAD EMPLOYEES NATIONAL DENTAL PLAN AND RAILROAD EMPLOYEES NATIONAL VISION PLAN

Eligible Dependents Will Continue To Be Covered Under The Plan Until The End Of The Fourth Month Following The Death Of The Employee.

Other Areas Not To Be Overlooked

401K PLAN BENEFITS

Contact UP Human Resource Representative. They Will Contact Vanguard
Vanguard Will Contact The Beneficiary Listed On The Account.

UP Human Resources Can Be Contacted At Company Line 8-544-4000 Option (1) Or Toll Free At (877) 275-8747.

Company Pension Plan

Contact At (877) 275-8747 If Member Was Ever In Non-agreement Service

Veteran Benefits

Contact your local American Legion or VFW Post for information concerning benefits available.

COMPANY STOCK OPTION ACCOUNT

Contact UP Shares Representative at (866) 877-4273 to determine if a Stock Option Beneficiary Designation Form has ever been completed.
(This will greatly simplify the account conversion if it may have been completed.)

If no Beneficiary Designation Form is on file, the following must be submitted:

Certified Death Certificate

Small Estate Affidavit or Probate Order or Letter of Testamentary

Affidavit of Domicile (Provided by UP Shares when notified)

E-trade to get an Account Activation Form (Provided by UP Shares when notified)

Spouse or Beneficiary has one year from the date of death to exercise option.

CONTACT JOB INSURANCE COMPANIES

Some job insurance companies provide Accidental Death Policies (BRCF comes to mind which provides a \$50,000 AD policy to its members). The estate should contact the companies that the member had a policy with to be sure that all benefits are received.

In addition, they should make contact with all insurance companies which the family had policies with to take full advantage of any benefits available through those sources.

CONTACT THE BLET LOCAL CHAIRMAN

Some local units have policies available to their membership. Contacting the Local Chairman will ensure that all benefits are made available to the family.

This document is provided as a guideline for assisting surviving spouses to navigate the maze of paperwork required by numerous entities when found in this unfortunate circumstance. It should not be construed as legal advice. It is recommended that each agency be contacted to be sure there has not been a change in the policy requirements or information required to secure the benefits available.



INTERNATIONAL
TEAMSTERS



BROTHERHOOD OF

RAIL CONFERENCE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN



**Application for Membership
or
Reinstatement**

To Secretary-Treasurer, Teamster (BLET) Division 42

I hereby apply for membership / reinstatement in the Teamsters, Brotherhood of Locomotive Engineers and Trainmen.

My name is _____
First Middle Last

Home Address _____
Number and Street Address

_____ City State Zip Code

Social Security Number _____ Employee ID # _____

Date of Birth _____ Telephone Number (Home) _____ (Cell) _____
Month Day Year (include area code)

Employed by _____ Railroad Email Address _____

I was formerly a member of BLE Division _____ (For Reinstatement Purposes)

I was hired _____ and currently working as _____
Craft

I was promoted to Conductor _____, Locomotive Engineer _____

Date

Date

I am making this application for membership / reinstatement because I believe the Teamsters, BLET is the best choice for a secure and well-paid future in the rail industry, and I will cooperate with my fellow brother and sister members to achieve these goals.

I wish to be included in the BLET Political Action Committee Fund in the amount of:
(If you choose to participate, check one) \$5_____, \$10_____, \$20_____, Other \$_____.

Application to become effective _____
Date

Teamster, BLET Member Furnishing Application _____

Signature of Applicant



Please mail your completed application to: RD Walker – 1206 Victoria Road – Poplar Bluff, MO - 63901

Or

DW Grimes – 793 County Road 467 – Poplar Bluff, MO – 63901

This Book Printed
Complements of:

BAUER

P.C.

**RAILROAD BROTHERHOOD
APPROVED ATTORNEYS**

**Joseph L. Bauer, Jr.
Drew C. Baebler
James E. Hopkins, Jr.**

**1010 Market St., Suite 350
St. Louis, Missouri 63101
(314) 241-7700
1-800-682-4529**

**295 W. Kiehl
Sherwood, Arkansas 72120
(501) 834-1513
1-866-787-1513**

Other offices in Kansas City 1-800-637-3286 and Louisiana 1-800-992-5144

***DESIGNATED COUNCEL OF THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN***