



# Brotherhood of Locomotive Engineers & Trainmen

International Brotherhood of Teamsters – Rail Conference Division

## Union Pacific Railroad General Committees of Adjustment

Mike Young  
Eastern District

Bruce Mac Arthur  
Northern Region

Jim Dayton  
Western Region

Bill Hannah  
Western Lines

Charlie Rightnowar  
Central Region

Gil Gore  
Southern Region

November 1, 2009

Mr. R. P. Guidry, General Director  
UP Railroad Labor Relations  
1400 Douglas Street Mail Stop 710  
Omaha, NE 68179

T. M. Stone, General Director  
UP Labor Relations  
1400 Douglas Street Mail Stop 710  
Omaha, NE 68179

A. T. Olin, General Director  
UP Labor Relations  
1400 Douglas Street Mail Stop 710  
Omaha, NE 68179

Dear Sirs:

RE: Wage and Rule Notice

In accordance with the provisions of the Railway Labor Act, as amended, and the existing agreements now in effect on the Union Pacific Railroad Company, we hereby give notice that effective January 1, 2010, or as otherwise specified, we propose to revise and supplement said agreements governing rates of pay, rules and other conditions of work for any and all of the employees of such railroad who are represented by the undersigned Brotherhood of Locomotive Engineers and Trainmen General Committees of Adjustment, in accordance with the proposal attached.

The undersigned GCAs intend to conduct negotiations in connection with this notice jointly and on a local basis on the property with you. We are not authorizing the BLET National Division or any other national agent to represent us in these negotiations. We will contact you within ten days after your receipt of this notice to discuss a time and place at which the initial conference shall be held. We look forward to meeting with you in a good faith effort to arrive at a mutually acceptable agreement.

Be advised that we will be serving a separate joint notice upon you with regard to health and welfare issues.

This notice is without prejudice to the continued application of all rights, privileges and benefits currently enjoyed by the employees represented by the organization under existing agreements and established customs and practices between the organization and the carrier until changed by mutual agreement. Service of this notice should not be considered as yielding any such rights, privileges or benefits that currently exist, or a concession by the Organization that addressing any topic(s) referred to in the notice is an acknowledgement by the employees that they do not already possess any or all of their existing rights, privileges and benefits involving those topics.

We reserve the right to serve additional notices as we deem necessary.

Sincerely yours,

Michael Young

B. D. MacArthur

C. R. Rightnowar

Gil Gore

J. L. Dayton

D. W. Hannah

## BLET – WAGE AND RULE ATTACHMENT

1. Revise, amend or standardize agreements to improve compensation, including but not limited to: general wage increases; cost-of-living allowance; guaranteed income; alternative compensation; overmiles; overtime; guaranteed extra boards; wage/shift differential; entry rates / two-tiered pay system; away-from-home expenses; and allowances.
2. Revise, amend or standardize work rules to improve working conditions, including but not limited to: job security; 49 U.S.C. § 10901 and other transactions; technology (including positive train control and transporting high-level radioactive waste and spent nuclear fuel); cab conditions; away-from-home-terminal conditions; work/rest and calling; Arbitration Board No. 458, Article VIII, sections 1 and 2; revocation of locomotive engineer / conductor certification; military service; jury duty; and savings clause.
3. Revise, amend or standardize agreements to improve benefits, including but not limited to: paid time off, providing greater flexibility and prorating; Short-Term Disability / Long-Term Disability; § 401(K) accounts; Off-Track Vehicle Coverage; Bereavement Leave; Flexible Spending Account.
4. Provide a rule modifying the 1996 BLET System Agreement – Discipline Rule requiring that any engineer who may be subject to discipline, in any form, has a unilateral right to a formal conference on the matter as an alternative to formal discipline no matter the seriousness of the alleged offense and amend or eliminate any rule with which this may conflict.
5. Provide a rule modifying the 1996 BLET System Agreement – Discipline Rule Paragraph 3 to require a copy of the notice of investigation be provided to the BLET General Chairman in addition to the Local Chairman.
6. Provide a rule modifying System Agreement - Discipline Rule Paragraph 7 prohibiting the entry of any evidence into the hearing record not provided to the Organization prior to the hearing.
7. Provide a rule modifying the 1996 BLET System Agreement – Discipline Rule Paragraph 8 to require a copy of the transcript to be provided to the General Chairman.
8. Provide a rule requiring that once a claim has been handled to the Carrier's Highest Designated Officer, pursuant to the Railway Labor Act, all similar and subsequent claims are automatically held in abeyance, without further handling by the BLET, pending the outcome of the original claim or a mutually agreed to "pilot claim" which appropriately identifies the issues related to the dispute.
9. Provide a rule modifying System Agreement – Claim Handling Process Paragraph 7 that once a contract case has been denied by the Carrier's Highest Designated Officer pursuant to the Railway Labor Act, the BLET shall have

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three hundred and sixty-five (365) days to list the claim to an arbitration panel having jurisdiction under the law or agreement.

10. Provide a rule modifying the 1996 BLET System Agreement - Peer Trainer Paragraph 7 establishing a rate of \$350 per day for peer training subject to all future general wage and cost of living increases.
11. Provide a rule modifying the 1996 BLET System Agreement - Instructor Engineers Agreement – Compensation Paragraph 1 to \$25 for Yard Service and \$50 in addition to all other earnings for Road Service for all training or familiarization trips of either firemen in training or locomotive engineers subject to all future general wage and cost of living increases.
12. Provide a rule modifying the 1996 BLET System Agreement – Without Fireman Pay Paragraphs 1 and 2 from \$6 to \$20 rolled into the basic daily rate and 20 cents per over mile subject to all future general wage increases and cost of living adjustments.
13. Provide a rule modifying the 1996 BLET System Agreement – Extra (Undisturbed) Rest to provide for extra rest at the request of each engineer not to exceed twenty-four (24) hours.
14. Provide a System Agreement for payment of time and one half for all time on duty exceeding the maximum allowable in the Hours of Service Law.
15. Provide a System Agreement for payment of continuous held away from home terminal time after the expiration of twelve (12) hours off duty.
16. Provide a System Agreement for payment of \$50 in addition to all other earnings per working trip subject to all future general wage increases and cost of living adjustments for engineers maintaining certification under CFR 49 Part 240.
17. Provide a rule that all deadheads are separate and apart from service, and the Carrier is barred from combining deadhead with service in all instances.
18. Provide a System Agreement for payment of a \$40 per trip “weekend differential” in addition to all other earnings for all engineers who work an assignment on the weekend subject to all future general wage increases and cost of living adjustments.
19. Provide a System Agreement to establish a 401K match by Union Pacific of contributions by engineers to the plan.
20. Provide a System Agreement establishing payment of profit sharing representing a percentage of annual salary to all engineers.

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21. Provide a System Agreement increasing the away from home terminal meal allowance.
22. Provide a System Agreement establishing payment of \$40 in lieu of lodging for those employees who are eligible for but elect to not use company provided lodging.
23. Provide a System Agreement adding an additional week of vacation to the vacation entitlement of all engineers.
24. Provide a System Agreement eliminating the mandatory mark up provisions contained in the January 6, 2006 Auto Mark-Up Interpretation.
25. Provide a System Agreement increasing the en-route meal allowance to all engineers working in through freight service.