2013

Kansas City HUB

Engineer's Guide

To

Agreement Claims

June 2013

Brotherhood of Locomotive Engineers & Trainmen
International Brotherhood of Teamsters
Kansas City Hub

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 KC Hub

LOCAL MEETINGS

Division 81

Second Wednesday Every Month- 10:00 a.m. Teamsters Union Hall 4501 Emanuel Cleaver Kansas City MO, 64130-1892

Division 491

Second Wednesday Every Month- 10:00 a.m. Teamsters Union Hall 4501 Emanuel Cleaver Kansas City MO, 64130-1892

Division 609

Second Wednesday Every Month- 1:00 p.m. Teamsters Union Hall 4501 Emanuel Cleaver Kansas City MO, 64130-1892

Division 336

Second Wednesday Every Month- 1:00 p.m. Teamsters Union Hall 4501 Emanuel Cleaver Kansas City MO, 64130-1892

Division 152

Second Tuesday of every Month – 1:00 p.m. Paul and Jacks Tavern 1808 Clay St. Kansas City, MO 64116

Maximizing Income: Claims

Use this guide to help make payment of claims more successful and assist in the appeal process.

SUBMITTING CLAIMS

Use the following information when making claims:

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

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

IT IS 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. ***(1-866-623-4267 option 2, then 6, then 3).*** Adjustments can also be requested by going to www.bletkchub.org, then LINKS, then TIMEKEEPING HEAT TICKET AREA (You should include a copy to your Local Chairman by following the instructions at the bottom of the page). If this fails go #6.
6. Assemble the documentation and give it to your BLET Local Chairman. 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.)

Claim: 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.

BLUE PRINT BOARD 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 16 Kansas City Hub Agreement

Claim: If called out of basic sequence claim 130 miles penalty account called out of proper sequence in the (Pool as example RE44). 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 8-997-3954 or 402-997-3954. 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 I (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 day's 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 oldest man with bid to cut
3-The youngest common man
4-The youngest not on his prior rights job
5-The youngest man on your own prior rights
Article 10 per 1996 agreement and 2006 Standing bid agreement

MAKE WHOLE CLAIMS

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.

EATING AGREEMENT *(Non Service Claim)*

If a through freight engineer is denied the opportunity for a meal pursuant to the agreement.
Article 36

Claim 130 miles account not allowed to take a meal period. I was called on the (train ID) for (time) on (date). I was on duty for (#) hours when I asked and was denied by (initials) to take meal period before switching. This is a violation of the MPUL Agreement, Article 36, dated August 8, 1981.

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.

PAID TIME CLAIMS BEING USED FOR GURANTEE *(Non Service Claim)*

If an engineer has had a time claim paid either by timekeeping or in a time claim conference this is a penalty claim and would be paid above guarantee.

Claim 130 miles account time claim (#) was paid and timekeeping used this payment to calculate my guarantee. This is a penalty claim and would be paid above guarantee. This is a violation of the MPUL Agreement, Guarantee, Section 6, dated March 28, 1989.

PHYSICAL EXAM, SAFETY MEETING, 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)

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. P**er 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)*

Kansas City to Ft. Madison/Quincy: Hours of service relief of trains in this pool operating from Kansas City to Ft. Madison or Quincy may be protected by the extra board at Ft. Madison/Quincy if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line. If there is no extra board in existence or the extra board is exhausted, an away-from-

home terminal engineer may be used, and will thereafter be deadheaded home or placed first out for service on their rest. Such trains which have not reached Marceline or Brookfield shall be protected on a straightaway move by a home terminal pool engineer at Kansas City. Hours of service relief of trains in this pool operating from Ft. Madison/Quincy to Kansas City may be protected by the extra board at Kansas city if the train has reached Marceline or beyond on the former ATSF line or Brookfield or beyond on the former BN line; otherwise, a rested away-from-home terminal engineer at Ft. Madison/Quincy shall be used on a straightaway move to provide relief.

Kansas City to Marysville: Hours of Service relief of trains in this pool operating from Kansas City to Marysville which have reached Topeka or beyond shall be protected in the following order (it be understood the Carrier always reserves the right to call a Kansas City pool engineer to perform such service on a straightaway basis for crew balancing purposes):

a. By a rested, available engineer assigned to the Jeffrey Energy Pool then:

b. By the first out, rested away-from-home-terminal engineer at Marysville who will thereafter be deadheaded home or placed first out for service on their rest. In this regard, it is understood if the away-from-home-terminal engineer was on held-away at the time of call for Hours of Service, such engineer if placed first out for subsequent service will return to held-away pay as if such hours of service was not performed. In the event such engineer was not on held-away pay, the time so spent at Marysville prior to call for Hours of Service will count towards held away once the employee is placed first out for service.

Hours of Service of trains in this pool operating from Marysville to Kansas City may be protected by the extra board at Kansas City regardless of the location of such train should the Carrier not elect to use a rested away-from-home terminal engineer at Marysville for crew balancing purposes.

Kansas City to Jefferson City: Hours of Service relief of trains in this pool operating from Kansas City to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Boonville or beyond on the River Sub-division or Smithton or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Kansas City shall be used on a straightaway move to provide such relief. House of Service relief of trains in this pool operating from Jefferson City to Kansas City may be protected by the Zone 3 Extra Board at Kansas City if the train has reached Renick or beyond on the River Sub or Pleasant Hill or beyond on the Sedalia Sub; otherwise, a rested pool engineer at Jefferson City shall be used on a straightaway move to provide such relief. At the away-from-home-terminal, if the extra board is exhausted, the first out rested pool engineer may be used, and shall thereafter be deadheaded home or placed first out for service on their rest.

Kansas City to Coffeyville: Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

Kansas City to Council Bluffs/Des Moines: Hours of Service relief of trains in this pool shall be protected as provided in the existing agreement rules covering such runs.

Kansas City 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 Kansas City 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 Kansas City 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 Kansas City 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 were 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.

According, 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 Kansas City Hub, with the exception of pool crews at Marysville Kansas, 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 expresses 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 8-997-3954 or 402-997-3954.
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.

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 $322.17 per day (as of July 1, 2012) 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 a non service Time Slip 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.

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

Kansas City Terminal:

1. All UP, SSW and SPCSL operations within the new Kansas City 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 Kansas City Terminal will be bid and assigned in the manner set forth in Side Letter No 22 to this agreement.

3. All up, SSW and SPCSL rail lines, yards and/or sidings within the Kansas City Terminal will be considered as common to all engineers working in, into and out of Kansas City, interchange rules are not applicable to intra-carrier moves within the terminal.

4. Terminal limits for the consolidated Kansas City Terminal are as follows:

UP	**Mile Post**
Marysville Subdivision	6.59
Coffeyville Subdivision	284.22
Sedalia Subdivision	276.32
Falls City Subdivision	289.92
Trenton Subdivision (former CNW)	500.3

SPCSL	**Mile Post**
Brookfield Subdivision	221.5 (BNSF MP)
Marceline Subdivision	444.2 (BNSF MP)

SPCSL terminal limits have been modified by this Agreement

SSW	**Mile Post**
Sedalia Subdivision (via UP)	276.32
BNSF Line to Topeka/Ottawa	9.0 (BNSF MP)

UP terminal limits are established as MP 9.0 on the BNSF

F. 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.

G. 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, the Carrier and Organization will mutually agree on the method for assigning engineers to such service, otherwise, it will be protected by engineers on the basis of their common seniority date.

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 Kansas City 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 October 1 1986, 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 October 1 1986. 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.
October 1, 1986 Storm Window Agreement

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.

DISPUTE SETTLEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

****

VACATION AND PERSONAL LEAVE DAY MODIFICATION SETTLEMENT

In **Brotherhood of Locomotive Engineers and Trainmen, General Committee of Adjustment, Central Region v. Union Pacific Railroad Company (U.S.D.C., Northern District of Illinois, Eastern Division, No. 10 C 8296)** the court, in its January 24, 2011, Memorandum Opinion and Order denied Plaintiff BLET's motion for preliminary injunction and directed the parties to arbitrate the dispute. As part of its Award and Order dated January 6, 2012, the Arbitration Board remanded the issue of monetary relief back to the parties for disposition while retaining jurisdiction should the parties be unable to reach an accord. The following Settlement thus resolves both the above cited lawsuit and the arbitration award's remand on relief.

Specifically, **IT IS AGREED:**

Article I. Vacation Issues

Section 1: Vacation Group Identification

A. Effective with the vacation year commencing January 1, 2014, the scheduling of vacation shall be based an the location and class of service where the engineer was assigned for a preponderance of the time during the six (6) month qualification measurement period. The qualification measurement period will be April 1 through September 30.

EXAMPLE: For vacation year 2014, the six month measurement period will be April 1 — September 30, 2013.

NOTE: This does not affect current arrangements under which craft (i.e. engineer, hostler, conductor, etc.) is determined for vacation scheduling purposes.

Section 2: Vacation Scheduling

A. Effective with the vacation year commencing January 1, 2014, the following vacation scheduling parameters will be adopted for the applicable vacation groupings established within the jurisdiction of the BLET Central Region General Committee of Adjustment.

- 11 weeks @ 1.6 times the true (unrounded) flat line number (last 8 weeks of the year plus 3 other weeks by group choice)
- 10 weeks (by group choice) @ 1.4 times the true (unrounded) flat line number
- 10 weeks (by group choice) @ 1.2 times the true (unrounded) flat line number
- Remaining calendar weeks @ the flat line number (rounded up)

Fractional results after multiplying the number of weeks times the true (unrounded) flat line will be rounded up to determine the number of engineers who may schedule a vacation during those weeks.

NOTE: Examples of these agreed-upon scheduling parameters and calculation method are appended as Attachment No. 1 to this Settlement.

B. It is recognized by the parties that smaller vacation groups (i.e. those with less than 100 weeks to schedule) present unique scheduling challenges not served by the above parameters. Accordingly, the applicable Local Chairman and CMS representative will confer and agree on the vacation schedule for such groups. If they cannot agree, the matter will be subject to discussion and resolution between the General Chairman and the Director Labor Relations.

Section 3: Backfilling Vacation Weeks

A. A vacation week/slot as originally scheduled will be considered open and available once an employee uses all his/her single day vacation days from that week/slot, or vacates the week for other reasons (retirement, resignation, etc). The vacated week will then be available to be filled by the Local Chairman with jurisdiction over the vacation grouping in which the vacant week/slot occurs.

Section 4: Single Day Vacations

A. Effective with the vacation year commencing January 1, 2014, engineers working within the jurisdiction of the BLET Central Region General Committee of Adjustment will be permitted to take up to four (4) weeks of their annual vacation in single day increments.

B. Effective with the vacation years commencing January 1, 2015 and beyond, engineers working within the jurisdiction of the BLET Central Region General Committee of Adjustment will be permitted to take up to five (5) weeks of their annual vacation in single day increments. Should future agreements permit additional weeks (i.e. 6 or more) of annual vacation it is the parties intention that those additional weeks may also be taken in single day increments.

Section 5; Advancing/Deferring Vacation Start Date & Vacation Extensions

A. All vacation weeks will be scheduled to begin on Monday. An engineer may, if desired, advance (prior to the scheduled date) or defer (after the scheduled date) their vacation up to (3) days subject to the following:

1. An engineer desiring to advance or defer their vacation must notify CMS no less than twenty-four (24) hours prior to the day the vacation is scheduled to commence.

   The first twenty-four (24) hours of the request to advance or defer the start date of their vacation will be granted to the engineer without restriction. The remaining time requested by the engineer to advance or defer the start date of their vacation will be subject to manpower considerations and the service needs of the Carrier.

B. At the end of their scheduled vacation an engineer may, if so desired, request up to forty-eight (48) hours to extend their time off prior to marking up back to service, Engineers electing this option time must contact CMS prior to the end of their vacation week. Such request will be granted to the engineer without restriction but will require the engineer to use either a compensated lay-off status by taking either single day vacation and/or personal leave days to cover the time requested, or in the alternative the engineer may elect to lay-off personal (non-compensated).

Article ll. Personal Leave Banking/Buyout Plan

Section 1: Banking Personal Leave Days

A. Effective with the date of this Settlement, engineers working within the jurisdiction of the BLET Central Region General Committee of Adjustment will be immediately provided with a personal leave day banking arrangement. The following questions and answers will describe the personal leave banking program.

Q-1. How does an engineer advise the Carrier of his/her desire to bank personal leave days?
A-1. Unused personal leave days or days not approved will automatically be banked on December 31^{s1} if the engineer is assigned to a job that qualifies for personal leave at the end of the year when the banking occurs. If, on
December 31st the engineer is assigned to a job that does not qualify for personal leave days the engineer must contact Timekeeping by March 15th of the following year to request that any remaining unused personal leave days are banked.

Q-2. How is the banking of personal leave days affected for an engineer who was ' on an extended leave or otherwise in an inactive status for a significant part of the current year.
A-2. Any extended leave or period of inactive status over six months (180 days) in

the aggregate shall be handled by reducing the number of personal leave days available to be banked on December 31 st by the number of holidays which occurred during the period(s) of the extended leave or inactive status in addition to the number of actual personal leave days taken and/or paid
holidays or holiday opportunities. However, the above reduction due to period(s) of extended leave or inactive status will not cause the number of personal leave days available to be banked to go below five (5).

EXAMPLE: On January 1st Engineer Jones is credited with eleven (11) personal leave days. During the year he is on a leave of absence for seven months during which four (4) recognized National Holidays occur. Upon return from leave Engineer Jones takes three (3) personal leave days prior to the end of the year. On December 31st only three of the four holidays that occurred during his leave will be used to reduce his personal leave days and he will be permitted to bank five (5) days.

NOTE: For the purpose of this Settlement the term "holiday opportunities" as used in Q&A #2 and #13 is defined as any and all holidays where an engineer
would have otherwise qualified for holiday pay but for reasons of his own unavailability failed to qualify under the applicable rules governing holiday pay

Q-3. Once personal leave days are banked, when may an engineer use them?
A-3, Banked personal leave days may only be used at retirement, resignation, extended leave, death or catastrophic personal or family occurrence. Beginning in 2015, banked days will also be subject to be cashed out pursuant to Section 3 hereof.

Q-4. How many days may an engineer put in the bank? A-4. 200 days.
Q-5. Assuming an engineer has banked personal leave days, will his/her estate be paid for the banked days upon the engineer's death?
A-5. Yes.

Q-6. Assuming an engineer has begun an extended leave just prior to a general wage increase, will all personal leave days taken be paid at the rate of the last service performed or will the rate be increased when the general wage increase goes into effect.
A-6, No. Payment will be at the rate of the last service performed.

0-7. May the Carrier unilaterally buy down an engineer's banked personal leave days?
A-7. No.

Q-8. What rate of pay will be used for banked personal leave days?
A-8. Payment will be at the rate of the last service performed.

Q-9. An engineer is entitled to 7 personal leave days during the year. The engineer requests 2 personal leave days May 14 but that request is not approved. Are those 2 days automatically banked, or may the engineer request them again later in the year?
A-9. Those 2 personal leave days may be requested again during the year.

Q-10. May an engineer donate banked personal leave days to another employee?
A-10. If there is an agreement covering the donation of personal leave days to another employee in effect, engineers may donate banked days in accordance with that agreement.

Q-11. May banked personal leave days be used by an engineer who is assigned in service covered by the paid holiday rules?

A-11. Yes, if the reason for such use meets the requirements in Q&A #3.

0-12. May an engineer request payment for banked days in excess of the time off work, e.g., the engineer takes fourteen (14) days off for Family Medical Leave and requests to be paid for twenty-five (25) banked days?

A-12. The number of banked days used should not exceed the number of days off work. However, this would not preclude the use of a greater number of banked days in extraordinary circumstances when both the engineer and the Company representatives agree.

Q-13. An engineer qualified for personal leave days works in holiday covered service through October 31[5] and then moves to road freight service not covered by paid holiday rules. Will the engineer be able to take personal leave days during November and December?

A-13. Yes, but the engineer's annual entitlement of personal leave days would be reduced by paid holidays or holiday opportunities during the period the engineer was working in service covered by the paid holiday rules.

Q-14. How does an employee's craft assignment on December 31st affect the treatment of unused personal leave days from that calendar year?

A-14. If the employee is an engineer on the last day of the year, any unused personal leave days from that year are banked. If the employee is working in another craft on the last day of a year, any unused personal leave days from that year will be handled in accordance with the agreement governing that craft. For example, if the employee is working as a trainman, and the agreement governing trainman contains a provision for carry-over of unused personal leave days, any unused days will be carried over in accordance with the terms of the trainmen's agreement.

Q-15. If an employee has carry-over personal leave days under a UTU CBA, and is set up as an engineer, will the employee be eligible to take the carry-over days?

A-15. Yes, prior to any UTU CBA carry-over expiration date.

Q-16. What happens to any 2012 personal leave days that were carried over into 2013 under the BLET-CBA?

A-16. Existing rules concerning the use of carry-over personal leave days by the May lst cut-off date continue to apply. Personal leave days earned prior to January 1, 2013 will not be subject to banking.

Q-17. If any engineer worked the entire calendar year on assignments covered by the paid holiday rules, would such engineer's unused personal leave days for that year be banked at year end?

A-17. The engineer has no personal leave days to bank because the engineer was covered by the paid holiday rules throughout the year.

Q-18. When an engineer uses banked days, will the payment for such days be included in the calculation of 1/52 vacation pay for the subsequent calendar year?

A-18. Yes, but only those banked days paid pursuant to the reasons expressed in Q&A *tt3.* Banked days paid pursuant to Section 3 hereof will not be included in the calculation of 1/52 vacation pay.

Q-19. Can the lump-sum payment for banked personal days be used to offset any labor protection?
A-19. No. Similarly, any lump-sum payment of banked personal leave days will not be included as compensation in the test period average (TPA) calculation under any protective arrangement.

Q-20. If an extra engineer uses banked personal days during an otherwise unpaid absence, will such engineer be considered "on the board" for guarantee purposes?
A-20. No.

Q-21. Can a banked day be used for rest/layover day compensation?
A-21. No.

Q-22. May an engineer be paid one or more banked personal leave days for a day on which the engineer is already being compensated, e.g., takes three (3) days of paid bereavement leave and also requests to be paid for three (3) banked personal leave days?
A-22. No.

Q-23. May an engineer use a banked personal leave day to offset unpaid days under the National Bereavement rule (e.g., absent 3 days but only compensated for 2 days because engineer only stood to have worked 2 of those days)?
A-23. Yes. However, current year personal leave days, if available, must be used prior to using banked days. Further, any use of banked days will be subject to the conditions cited in Q&A #3.

Section 3— Option to Sell Banked Personal Leave Days

A. Effective January 1, 2015, engineers working within the jurisdiction of the BLET Central Region General Committee of Adjustment who have banked personal leave days pursuant to this Agreement may, at their election, "cash out" or sell all or a portion of their banked personal leave days. The following shall govern in the exercise and administration of this option:

1. Engineers who desire to cash-out or sell their banked personal leave days must submit a formal written request to UP's Timekeeping bureau between February 1 and March 15 of each year. Engineers may make one (1) irrevocable request pursuant to this Section 3 annually. In administering this Paragraph (1), all requests must be received by Timekeeping with the February 1 — March 15 time frame each year. Requests submitted or received prior to February 1 or after March 15 each year will not be accepted or processed.

2. Payment for banked personal leave day(s) requested by an engineer to be cashed-out or sold will be made at the current applicable rate based on the engineer's last service performed immediately prior to the date he or she submits his or her request for cashing-out or selling of his or her banked personal leave day(s).

3. Payments made pursuant to this Section 3 will be made to the employee by no later than May 1 (approximately 45 days) of the current year.

Section 4 In Lieu Payment for Unused Personal Leave Days in the Current Year

A. Upon retirement or voluntary resignation, engineers in active service at time of their retirement or resignation will be paid at the applicable rate of service last performed in lieu of any unused personal leave days, including, if applicable, any carryover personal leave days, they may have remaining at the time of their retirement or resignation. This payment will be made only to such engineers eligible or entitled to receive personal leave days under controlling Agreement provisions.

NOTE: It is not the intent of this Section 4 to provide personal leave days or payment therefore to engineers who are not entitled or eligible to receive personal leave days — e.g., engineers holding assignments on which they are not eligible to receive personal leave days (i.e. jobs covered by holiday pay rules).

B. Any unused personal leave days will be paid in lieu to the estate of deceased engineers who were in active status as an engineer at the time of their death.

Section 5 General

A. Nothing in this Article II is intended, nor shall it be interpreted, to increase an engineer's entitlement to holiday pay or personal leave days or to otherwise increase their maximum entitlement thereto beyond that provided in existing Agreement provisions.

B. It is not the intent of this Article 11 to alter in any manner existing Agreement provisions and practices governing the determination of entitlement to or payment of personal leave days or holiday pay.

Article III. Resolution of Disputes

A. It is understood that the terms and conditions expressed herein are the product of discussions to fairly and constructively address and resolve the dispute which led to the above cited court case and subsequent arbitration proceeding. Accordingly, such terms and conditions are absolutely non-precedential and except as stipulated in Paragraphs B and C of this Article III neither the Organization nor the Carrier, their officers, employees, attorneys and/or agents will use its application in any way in any future negotiations, arbitration or court proceedings other than to enforce the terms hereof.

B. The parties agree to file a Joint Stipulation of Dismissal with Prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) in the form of Attachment No 2 attached hereto within five (5) days of the execution of this Agreement.

C. Disputes regarding the interpretation of this Settlement will be promptly discussed between the General Chairman and the Director Labor Relations. Disputes not resolved on the property may be progressed for final and binding adjudication pursuant to Section 3 of the Railway Labor Act,

Signed and effective this 13th day of February, 2013, in Chicago, Illinois.

FOR THE BLET:

Fiv6,ii4'

RE. Rhodes

General Chairman, BLET

FOR THE UNION PACIFIC RAILROAD:

Alan L. Weed

Director Labor Relations

Attachment No, 'I

EXAMPLE #1

68 engineers with 316 weeks of vacation — 51 full calendar weeks
Flat Line: 316/51 = 6.20 11 weeks at 10 (6.20 x 1.6) (110 weeks) 10 weeks at 9 (6.20 x 1.4) (90 weeks) 10 weeks at 8 (6.20 x 1.2) (80 weeks) 20 weeks at 7 (flat line rounded) (140 weeks) 110 + 90 + 80 + 140 = 420 slots

EXAMPLE #2

102 engineers with 381 weeks of vacation — 51 full calendar weeks
Flat Line: 381/51 = 7.47 11 weeks at 12 (7.47 x 1.6) (132 weeks) 10 weeks at **11** (7.47 x 1.4) **(110** weeks) 10 weeks at 9 (7.47 x 1.2) (90 weeks) 20 weeks at 8 (flat line rounded) (160 weeks) 110 + 90 + 80 + 140 = 492 slots

Attachment No. 2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

BROTHERHOOD OF LOCOMOTIVE ENGINEERS, General Committee of Adjustment, Central Region,	)
Plaintiff,	)
vs.	
UNION PACIFIC RAILROAD COMPANY,	)
Defendant.	

Civil Action No. 10CV08296

Judge Zaget
Magistrate Judge Ashman

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff Brotherhood of Locomotive Engineers, General Committee of Adjustment, Central Region ("BLET"), and Union Pacific Railroad Company ("Union Pacific"), by and through their attorneys, hereby stipulate and agree that pursuant to Fed. R. Civ. P. 41(a)(1)(A)(11), this matter should be dismissed with prejudice, with all costs and attorneys fees to be paid by the party that incurred them.

Dated: February , 2013

Respectfully submitted,

s/
One of the Attorneys
for Brotherhood of Locomotive Engineers

Dated: February , 2013

Respectfully submitted,

si
One of the Attorneys
for Union Pacific Railroad Company

WAITING ON HOTEL ROOM *(Non Service Claim)*
An engineer who waits on a room for over 20 minutes put in this time claim and call CMS and get your rest adjusted from the time you received a room.

Claim 130 mile basic day account not provided lodging within a reasonable time frame after tie-up at the away from home terminal. I was called on the (train-id) and final tie-up was at (tie-up time and CIRC-7). I was rested at (rest time). Departed off duty point for hotel at (time), arrived at hotel at (time). Room (room #) was received at (time). Adjusted rest at (time called CMS) to (new rest time). Claim per PLB 6312.269 and NRAB 1-27585.

WAIT TIME *(Claim made on working time slip)*
Engineers performing service in the Kansas City to Council Bluffs/ Des Moines and Kansas City to Parsons/ Coffeyville will be governed by Section 4 rates of pay and Section 7 straightaway service of the Fall City and Coffeyville ID Agreement.

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.

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 Fall City and Coffeyville ID Agreements.

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

Des Moines/Ft. Madison/Quincy: away from home terminal engineers called to operate through freight service to Kansas City 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 Des Moines, Ft. Madison or Quincy to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) 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.

Marysville: away-from-home terminal engineers called to operate through freight service to Kansas City 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 Marysville to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) 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. The twenty-five mile Zone will be calculated from the old switching limits of MP 150.27.

Jefferson City: away from home terminal engineers called to operate through freight service to Kansas City 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 (½) 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.

SENIORITY MOVES

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.

A job can be oldheaded on the first day if the job is to be vacant for 5 days or more. (Exception: Pool turns in the MX283 RE28 pool cannot be oldheaded.)

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)

(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

Kansas City Adjusted Pay Rates per 2012 On Property Agreement:

Guaranteed Extra Board	Bonus Day/15	Total	Bonus Day/16	Total
07/01/12-------3984.87	265.66	4250.53	249.05	4233.92
07/01/13-------4104.42	273.63	4378.05	256.53	4360.95
07/01/14-------4260.38	284.03	4544.41	266.27	4526.65
01/01/15-------4388.19	292.55	4680.74	272.26	4662.45

*Short Crew:		Overtime Rate:	HAHT Rate
07/01/12--------	21.55	.718/min	.480/min
07/01/13--------	22.19	.739/min	.494/min
07/01/14--------	23.04	.767/min	.513/min
01/01/15--------	23.73	.790/min	.528/min

*Pre 85 add 2.75 to total

MX283 RE15 (CB)	Subject to Raises	Not Subject to Raises	Total
07/01/12	350.99	10.01	361.00
07/01/13	361.51	10.01	371.52
07/01/14	375.25	10.01	385.26
01/01/15	386.51	10.01	396.52

MX283 RE15 (DM)	Subject	Not Subject	Total
07/01/12	406.11	10.85	417.22
07/01/13	418.29	10.85	429.14
07/01/14	434.19	10.85	445.04
01/01/15	447.21	10.85	458.06

MX283 RE16	Subject	Not Subject	Total
07/01/12	389.04	8.60	397.64
07/01/13	400.71	8.60	409.31
07/01/14	415.94	8.60	424.55
01/01/15	428.42	8.60	437.02

AT230 RE15	Subject	Not Subject	Total
07/01/12	397.81	15.69	413.50
07/01/13	409.74	15.69	425.43
07/01/14	425.31	15.69	441.00
01/01/15	438.07	15.69	453.76

MX283 RE28	Subject	Not Subject	Total

07/01/12	277.88	11.63	289.51
07/01/13	286.22	11.63	297.85
07/01/14	297.09	11.63	308.72
01/01/15	306.01	11.63	317.64

MX283 RE35	Subject	Not Subject	Total
07/01/12	276.83	10.69	287.52
07/01/13	285.13	10.69	295.82
07/01/14	295.97	10.69	306.66
01/01/15	304.85	10.69	315.54

MX283 RE44	Subject	Not Subject	Total
07/01/12	340.55	4.04	344.59
07/01/13	350.77	4.04	354.81
07/01/14	364.10	4.04	368.14
01/01/15	375.22	4.04	379.26

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

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.

RMCC

RMCC is a service that will help a family member or loved one to get a hold of you if you are on a train in the case of an emergency. The number 1-888-877-7267 should be given to your family members. When a family member calls this number he/she will be asked the employees name that they are trying to contact. With that information RMCC will find what train you are on and where you are at. Next the dispatcher will come on the radio and tell you to call whoever called RMCC. At that time stop you train and make your call. If you need to get taken off the train let the dispatcher know and arrangements will be made.

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

General Chairman

Ronnie Rhodes
320 Brookes Dr. Suite 115
Hazelwood, MO 63042
Office: (314) 895-5858
Fax: (314) 895-0104
Email: genchairupcr@gmail.com

Vice General Chairman

Kyle Bagby
320 Brookes Dr. Suite 115
Hazelwood, MO 63042
Office: (913) 558-6205
Fax: (206) 203-1024
Email: vicegenchairupcr@gmail.com

KC Vice General Chairman – 1st Alt

Bob Law
29626 D Highway
Lawson, MO 64062
Office: (816) 296-3211
Fax: (816) 580-3541
Email: blet491@gmail.com

STL Vice General Chairman – 2nd Alt

Dave Grimes
793 County Road
Poplar Bluff, MO 63901
Home: (573) 776-8333
Fax: (573) 686-1887
Email: dgrimes1355@gmail.com

NLR Vice Chairman – 3rd Alt

N.J. Baker
6009 Woodview North Dr.
Sherwood, AR 72120
Cell: (501) 231-1927
Fax: (501) 835-7616
Email: njbble@sbcglobal.net

Secretary Treasurer

Kevin Leyerle
580 White Oak Lane
Liberty, MO 64068
Home: (816) 415-8789
Fax: (816) 781-7183
Email: bletupcrgst@gmail.com

Office Secretary

Debbie Penning
320 Brookes Dr. Suite 115
Hazelwood, MO 63042
Office: (314) 895-5858
Fax: (314) 895-0104
Email: dbpen2@aol.com

BLET – KANSAS CITY HUB OFFICERS

ZONE 1&6 DIVISION 491
Division President – Tim Connell (816) 261-3531 tjconnell@yahoo.com
Local Chairman – Earnie Yates (816) 807-6819 eyatesjr@att.net
Secretary/Tres – Dewayne Richardson (816) 916-8112 stblet491@sbcglobal.net
Vice Local Chairman – Bill Dunbar (913) 370-2396 billdunbar@sbcglobal.net
Vice Local Chairman – Terry Marshall (816) 260-2129 tmarshall@sbcglobal.net
Vice Local Chairman – Roy Milleville (816) 591-4070 eng0505@yahoo.com
Legislative Representative – RC Jones (816) 582-7454 rcjoness@gmail.com

ZONE 1 DIVISION 152
Division President – Tom St. James (816) 804-8038 hdwp369@yahoo.com
Local Chairman – Joe Ferris (816) 520-1517 blet152@gmail.com
Secretary/Tres – Bob Becker (816) 769-1441 tbbecker@centurytel.net
Vice L/C East – Pat Kennedy (217) 242-2202 patrick090@centurytel.net
Vice L/C West – John Hatzidakis (816) 550-2591 engr997@sbcglobal.net

ZONE 2 DIVISION 81
Division President – Patrick Markwell (913) 302-5926 patmarkwell@gmail.com
Local Chairman – Scott Thibodeau (816) 289-2334 blet81@gmail.com
Secretary/Tres – Brent Hesterlee (816) 804-9968 bhesterlee@kc.rr.com
Vice Local Chairman – Joey Rice (913) 669-7851 djrice00@gmail.com
Legislative Representative – Brad Boswell (913) 980-5552 drboswell@hotmail.com

ZONE 3 DIVISION 609
Division President – Brian Lewis (816) 787-5190 flatbed@ctcis.net
Local Chairman – Jeffery Jones (816) 718-5717 jefferydjones@hotmail.com
Secretary/Tres – Kenya Phillips (816) 280-3331 kphillips7388@yahoo.com
Vice Local Chairman – John Riney (816) 308-5105 jmriney23@gmail.com
Vice Local Chairman – Dan Spyers (816) 665-9379 skip8305@yahoo.com
Legislative Rep. – Mike Offineer (573) 220-5160 mwoengineer@hotmail.com

ZONE 4 DIVISION 336
Division President – Bill Davis (916) 563-9329 cwy_bill@yahoo.com
Local Chairman – Chris Mullin (816) 200-8992 bletmullin@yahoo.com
Secretary/Tres – Jeff Bradbury (816) 509-7843 jabradbury@gmail.com
Vice Local Chairman – Max Fennewald (816) 718-1118 maxfenny@yahoo.com
Vice Local Chairman – George Offen (816) 863-5279 geobran@sbcglobal.net
Vice Local Chairman – Ron Denayer (660) 424-0087 ronny_denayer@yahoo.com
Legislative Rep. – Scott Newell (785) 893-1861 sknew@embarqmail.com

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

- **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. **Phone: 314-534-4071**
  St. Louis, MO 63108 **Fax: 314-534-4071**
  www.fra.dot.gov **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

  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

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.

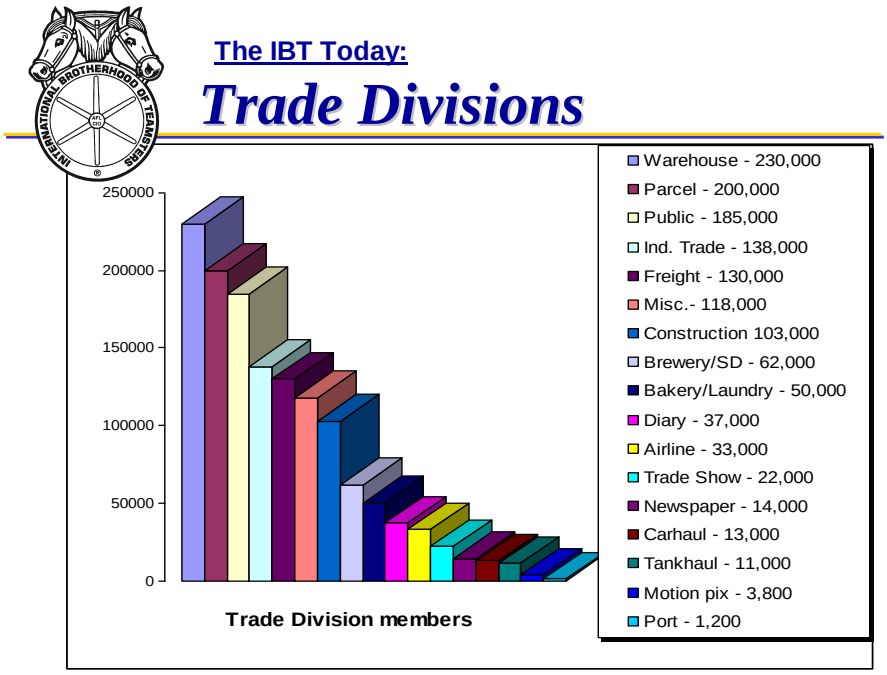
- **THE IBT HAS THE FINANCIAL RESOURCES TO BE IN THE BALL GAME – ORGANIZE OR DIE!**: – The IBT has a $140,000,000 annual budget which allocates millions of dollars each year towards organizing new and existing members as well as developing Corporate/Strategic Campaigns that are tailored to confront big 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 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 Teamster

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.**

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 _____Retired**

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

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.

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CLEVELAND, October 15 — Open Enrollment for 2013 under the BLET's Short Term Disability insurance plan begins on November 1, 2012 and runs through December 14, 2012.

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 (BNSF, NS and Amtrak did not participate in this Plan and this information does not apply to engineers working on these properties), then 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), you may opt back in during this enrollment period. If you currently participate and wish to opt out of Part B coverage, then you can also do so during this enrollment period.

Part A — NON-OCCUPATIONAL DISABILITIES

Effective January 1, 2013, 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, 2013, the cost for Part B coverage will remain $23 per month, with no additional changes:

• 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 an additional $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 premium 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. (Complete the form at the link below and return to address noted by December 14, 2012.)

FILING A CLAIM FOR BLET SHORT TERM DISABILITY

• Call 1-800-858-6506 – MetLife Claim Center.
• Tell them you would like to file a claim under BLE-T Short Term Disability.
• Provide information requested, including contact information for your attending physician(s).
• 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 (7) starts in a month with one (1) start as an engineer in the month prior to filing for disability. 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 Short Term Disability Trust Fund, by the 10th of the month and continuing payroll deduction of $23 for Part B. Coverage may only be continued for six (6) 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 re-eligible for Part A. Engineers who lose Part A coverage due to no fault of their own, may resume coverage for Part B, once they return to engineer status and become re-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 (link below). If you choose to opt-out of Part B, you may only resume coverage during a subsequent annual enrollment period.

CHOICES THAT MUST BE MADE BY DECEMBER 14, 2012

If you currently do NOT participate in Part B and choose to do nothing, you will continue to be eligible for Part A coverage only. If you are currently enrolled in Part B and wish to remain enrolled, then you are not required to take any action.

If you currently do NOT participate and would like to sign-up for Part B coverage during this open enrollment period, or if you DO currently participate and would like to opt-out of Part B coverage, you must complete and return the attached form (link below), by December 14, 2012, to the Secretary-Treasurer of your local division. Your election will become effective on January 1, 2013.

Members, who OPT-OUT of Part B coverage effective January 1, 2013, will not be eligible to enroll for the coverage until the next annual enrollment period.

DESIGNATION OF BENEFICIARY(IES)

You are able to designate your beneficiary(ies) for the AD&D coverage on-line. If you would prefer to submit a paper beneficiary form, it is available on MetLife's website. A simple registration process is required the first time you access www.metlife.com/mybenefits. Designating your beneficiary(ies) will ensure that your benefit proceeds are paid according to your wishes. If you do not have a designation of beneficiary(ies) on file, proceeds will be paid according to the AD&D plan's facility of payment clause. Beneficiary designation for this coverage will not impact beneficiary designations for any other Life Insurance or AD&D plans that you may have with MetLife.

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

A copy of the opt-in/opt-out form is available below:
http://www.ble-t.org/pr/pdf/STD_opt_inout.pdf

IF YOU ARE INJURED OR SICK AND NEED TO USE YOUR BENEFITS

First thing you should do is contact your Local Chairman. Your Local Chairman will be able to assist you by giving you all of your options for your situation. If you decide you want to use Met Life and Railroad Retirement these are the steps you should take.

First thing you should do is call Met Life at 1-800-858-6506. They will take your information and assign you a case manager. The case manager will contact you to give them information over the phone. Met Life will be in direct contact with your doctor.

Second is to contact the Railroad Retirement Board at 1-877-772-5772. The RRB will send you a packet to fill out and take to the doctor for them to fill out. It then must be signed by you and mailed back to the RRB.

Met Life will start paying two weeks after injury or sickness. This policy pays $402 a week. With taxes taken out you should plan on receiving approximately $371.00.

RRB will start paying one week after the last day you worked. RRB pays $60 a day for 5 days a week. This pays out $660 every two weeks. With taxes taken out you should plan on receiving approximately $555 every two weeks.

If you are off for more than 30 days you will have to contact Jennifer Roberts at 402-544-5421. She is the company nurse in Omaha and will accept your RRB or Met Life forms as proof of your injury or illness. She will put you in medical leave status which will allow you to keep your insurance.

Also any forms that are filled out and sent off make sure you make copies for yourself also. While making these phone calls have a pen and paper nearby to take notes on who/when you were talking to these people.

Short-Term Disability Insurance, Kansas City Hub 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 continue Health Systems benefits. 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 dues 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 moth will equal $175 per month
Thirteenth month and beyond will equal $540.60 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 $540.60 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 $540.60 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 or eighteen (18) months of COBRA at the cost of $540.60 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 P0 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 $540.60 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. 01/29/13)*:

[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

$540.60 /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)
$575.46 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 - $575.46 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) -- $155.00/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) $155.00
Plan E (spouse) 180.00
Total monthly cost: ***$335.00 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	602.75 (see Dental/Vision above)
Total monthly cost:	***$770.75 until spouse reaches 65***

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	602.75 (see Dental/Vision above)
Dependent COBRA for GA-23000	374.23 (see Dental/Vision above)
Total monthly cost:	***$1144.98 until spouse reaches 65***

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)	168.00
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 Number is 1-877-772-5772

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 & LECMPA come to mind which provide 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 BROTHERHOOD OF TEAMSTERS
RAIL CONFERENCE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Application for Membership
or Reinstatement

To Secretary-Treasurer, Teamster (BLET) Division _____

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 _____