

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

EDWARD W. RODZWICZ
National President



Phone: 216.241.2630
Fax: 216.241.6516
www.ble-t.org

1370 Ontario Street
Standard Building, Mezzanine
Cleveland, Ohio 44113-1702

September 1, 2009

All General Chairmen

Re: Claims Arising from New Hours of Service Requirements

Dear Sirs and Brothers:

This follows up on previous discussions and correspondence concerning changes in the Hours of Service ("HOS") laws as a result of the Rail Safety Improvement Act of 2008, generally, and enforcement of various BLET collective bargaining agreements with the nation's railroad carriers, specifically. As indicated in my July 15, 2009 letter to you regarding guaranteed extra boards created pursuant to Side Letter No. 20 of the 1986 National Agreement, some of the wage guarantees the carriers may attempt to offset because of the new HOS laws flow from national agreements, while others were created by statute, by on-property schedules, or by local agreement. Because of the mixed nature of these guarantees, consistent enforcement of our members' rights is most challenging.

However, the cornerstone of contract enforcement in the railroad industry is the filing of a claim by a member who feels he/she has been aggrieved by a carrier action that the member believes is in violation of the controlling agreement. As we predicted when the Family and Medical Leave Act arbitration awards were issued, the magnitude of that victory was diminished because a number of members failed in their basic responsibility to initiate the process by filing a timely claim. There is no question that some of the new HOS requirements may cause economic harm to a small segment of our membership. Nevertheless, we simply cannot — through inaction on the part of anyone — allow the carriers to reap an undeserved windfall by not forcing them to honor the various collective bargaining agreements they have made with us over the years.

Accordingly, I strongly urge you to convey to your respective memberships that it is **imperative** that each member file a timely claim each time the member believes his/her rights under a collective bargaining agreement have been violated because of the manner the carrier is implementing the new HOS requirements; these claims should be filed whether the violation involves guarantee payments, the calling order of crews, or any other schedule rule. To underscore the importance of our members fulfilling their obligation on the front line of contract enforcement, I am taking the extra step of providing a copy of this letter to all BLET Local Chairmen, along with my instruction that this be posted on all Division bulletin boards. I also am providing a copy to all State Legislative Board Chairmen for informational purposes only.

All General Chairmen

September 1, 2009

Page 2

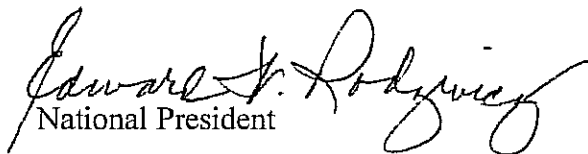
I also recommend that you create templates for claims arising when crews are called out of order, and to recover improper offsets against guarantee payments that arise from the various sources on your property. For example, if a Side Letter No. 20 guaranteed extra board is involved, the claim should be submitted as follows:

This is a claim for the restoration of the carrier's offset from my guarantee in the pay period ending _____, 2009. My guarantee was improperly offset in violation of Side Letter No. 20 to the 1986 National Agreement (Award of Arbitration Board No. 458). Paragraph (2)(f) of Side Letter No. 20 provides that if an employee is suspended as a result of disciplinary action, lays off at his own request with permission (except for employees assigned to an extra board which protects yard service exclusively, who may lay off for a maximum of two days per month without offset unless the needs of the service dictate otherwise), is not available for personal reasons, or misses a call, earnings lost as a result thereof will be deducted from the guarantee. The guarantee offset that is the subject of this claim was for a reason(s) not allowed by the governing rule.

The extent to which we attain our goal of protecting the earnings and other contractual rights of BLET members depends upon two factors. The foundation will be timely claims filed by members each time they believe there has been a violation, which will be sorted out as things progress. The other is that we all are on the same page in prosecuting these violations. To that end, we will continue to provide leadership concerning provisions arising from national agreements and the law, and also will facilitate coordination of defense of on-property contractual provisions.

Thanking you in advance for your continued support and cooperation, and with warmest personal regards, I remain

Fraternally yours,


National President

cc: Paul T. Sorrow, First Vice President
William C. Walpert, National Secretary-Treasurer
All Advisory Board Members
All Local Chairmen
All State Legislative Board Chairmen
Harold A. Ross, Esquire, Interim General Counsel
Michael S. Wolly, Esquire, Special Counsel
Stephen J. Bruno, Director of Regulatory Affairs
Thomas A. Pontolillo, Assistant to the President and Director of Research
Charles E. Anderson, Director of Communications

All General Chairmen
September 1, 2009
Page 3

A. Dan Cook, III, Director of Benefits

EWR:tap