



GENERAL COMMITTEE OF ADJUSTMENT

united transportation union

UNION PACIFIC RAILROAD COMPANY
(Former C&NW Railway Co.)

CIRCULAR LETTER NO. 7

307 W. LAYTON AVE.
MILWAUKEE, WI 53207
414-489-3700
FAX 414-489-3705

September 14, 2009

TO ALL LOCAL CHAIRPERSONS:

Dear Sirs and Brothers:

As an ongoing process - in the General Chairman's office, we send out Circular Letters as circumstances dictate in regard to issues that are of importance to all of our Membership. We are requesting that you read these documents at your Union Meetings for the Membership's benefit and also place them on bulletin boards for those Members who cannot attend the Union Meeting. Incorporated below are issues of importance for our Membership.

On July 16, 2009, the Union Pacific implemented the changes to the Hours of Service Act contained in the Rail Safety Improvement Act of 2008. Upon this implementation the UP unilaterally altered the terms of the collective bargaining agreement in regard to the board status, board placement, and guarantee eligibility of the employees affected by the 276-hour monthly cap, or the 6/48 and 7/72 consecutive start requirement.

Grievances on behalf of those employees who have been affected should be handled in the normal manner. Any written appeal involving the carrier mishandling in response to the Rail Safety Improvement Act should contain the following citation:

“Without prejudice to the Organization’s position that what is involved is a “major” dispute under the Act, claim for ...”

Below are examples of appeal statements for the most common situations. If you have an existing claim format for these types of grievances, insert the above citation within the appeal.

- **Pool guarantee**

Without prejudice to the Organization's position that what is involved is a "major" dispute under the Act, claim for an additional \$ conductor's freight pool guarantee for the (____) half of (Month) 200_, when assigned to the (Board, location) freight pool for the entire (____) half of (Month) 200_. Claim based under the provisions of the Memorandum of Agreement effective November 1, 2003.

The Claimant did not mark off or make him/herself unavailable (except for ??) during the (____) half of (Month, year).

- **Bonus day**

Without prejudice to the Organization's position that what is involved is a "major" dispute under the Act, claim for a bonus day for the (____) half of (Month) 200_, when assigned to the (Board, location) freight pool for the entire (____) half of (Month) 200_. Claim based under the provisions of the Memorandum of Agreement effective November 1, 2003.

The Claimant did not mark off or make him/herself unavailable during the (____) half of (Month, year). Under the specific terms of the Memorandum Agreement the Claimant is entitled to the payment of the bonus day.

united transportation union

UNION PACIFIC RAILROAD COMPANY
(Former C&NW Railway Co.)

Circular Letter No. 7

-2-

September 14, 2009

- **Extra board guarantee**

Without prejudice to the Organization's position that what is involved is a "major" dispute under the Act, claim for an additional \$ conductor's extra board guarantee for the (____) half of (Month) 200_, when assigned to the (Board, location) extra board for the entire (____) half of (Month) 200_. Claim based under the provisions of the Memorandum of Agreement effective November 1, 2003.

The Claimant did not mark off or make him/herself unavailable (except for ??) during the (____) half of (Month, year).

- **Protective allowance**

Without prejudice to the Organization's position that what is involved is a "major" dispute under the Act, claim for an additional \$ protective allowance for the month of _____, 200_. The claim is based under the protective conditions established by _____.

The Claimant did not mark off or make him/herself unavailable (except for ??) during the (Month, year).

- **Runarounds/board placement**

Without prejudice to the Organization's position that what is involved is a "major" dispute under the Act, claim for (Conductor/Engineer) for _____ when not called in proper turn on (date). The claim is based under the provisions of (rule).

The Claimant tied up at (time) on (date) on (board) at (location). Employee (name) tied up at (time) on (date) and was called on duty at (time/date). The Claimant was rested and available.

If you have grievances involving issues other than those above, continue to handle them in the normal manner but include the citation regarding the "major dispute" aspect.

Fraternally,


Michael J. Reedy
General Chairman, G.C.A.

MJR:jg

cc: M. B. Futhey, Jr., President - UTU
A. Martin, III, Asst. President - UTU
K. N. Thompson, III, General Sec/Treas. - UTU