



Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters

Freddie N. Simpson
President

David D. Joynt
Secretary-Treasurer

November 4, 2019

Mr. Rodney Doerr
Vice President, Labor Relations
Union Pacific Railroad Company
1400 Douglas Street, Stop 0710
Omaha, NE 68179

Mr. Derek Hinds
Director, Labor Relations
Union Pacific Railroad Company
1400 Douglas Street, Stop 0710
Omaha, NE 68179

Dear Mr. Doerr and Mr. Hinds:

The Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters (BMWED-IBT) hereby serves notice, in accordance with Section 6 of the Railway Labor Act, of our desire to amend our existing agreements establishing the rates of pay, rules and working conditions for all maintenance of way employees of Union Pacific Railroad Company represented by BMWED-IBT, specifically the agreements identified on Attachment A. It is proposed that the desired changes be made effective as of January 1, 2020, unless otherwise specifically noted in said Attachment A.

BMWED-IBT intends to bargain with the Carrier on a systemwide basis on behalf of all of the Carrier's employees represented by the Union for changes to the agreements identified on Attachment A. General Chairmen Dennis Albers, Tony Cardwell, Patrick Charters and Hayward Granier as well as Vice President West Region Louis Below and Vice President South Region Roger Sanchez are designated as BMWED's representatives and are authorized to confer on these notices and notices served by the Carrier. Please direct all future correspondence regarding this matter to BMWED's designated representatives with a copy to the undersigned. Our designated representatives will coordinate with you to establish a meeting schedule to resolve these issues.

We also reserve the right to serve additional notices to be handled concurrently with this notice and to alter the composition of our bargaining team as BMWED deems appropriate.

Sincerely,

Freddie N. Simpson
President

cc:	Vice Presidents	D. Albers	T. Cardwell
	H. Granier	P. Charters	P. Kennedy
	Z. Voegel	R. Shanahan, Jr.	R. Edelman
	D. Griffin	T. Roth	

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ATTACHMENT "A"
SECTION 6 NOTICE
UNION PACIFIC RAILROAD COMPANY

Effective January 1, 2020

1. Wage Increase:

Effective January 1, 2020 and each succeeding January 1 the rates of pay will be raised 7% for all BMWED represented workers on the UPRR property.

2. Cost of Living:

Effective January 1, 2020, following the adjustment of rates in paragraph one above all rates of pay will receive a cost of living allowance (COLA) which is based on the CPI for the preceding year. This COLA will be repeated on each succeeding January 1 using the same formula. If there is a negative change or reduction in the COLA each January 1 there will be no reduction from the last upward revision of the COLA.

3. Retroactivity:

Full retroactivity will be paid on Sections 1 and 2 above, with interest, in the event the agreement is not resolved prior to January 1, 2020.

4. Travel Allowance:

Amend the Travel Allowance Matrix and increase the Travel Allowance(s) from the levels that were set in 1996 to represent current levels with annual escalators each year thereafter.

5. Health and Welfare Benefits:

Improve all health and welfare benefits.

Explore healthcare insurance arrangements that are alternative to the National Health & Welfare Plan.

Reduce and/or eliminate employee out of pocket healthcare expenses and cost share requirements.

6. Single Agreement:

All properties on the UPRR, specifically but not limited to the MOP Agreement, C&NW Agreement, SPTCo-Western Lines Agreement and the BMWE/UPRR Agreement, will be combined into a Single Agreement.

7. Per Diem:

All Employees assigned to mobile service (On-Line) will be paid a daily Per Diem rate equal to the transportation industry National Conus Rate, adjusted annually by the Federal Government.

8. Paid Leave (i.e, Vacation, Holidays, Personal Leave Days, Bereavement, Jury Duty):

When an Employee is entitled to Paid Leave, he/she will be compensated at the same rate as their assigned position. (Example: 10 hour assignment = 10 hours Paid Leave.) Vacation days will be counted as one (1) day for each daily assignment, regardless of hours worked.

Amend Vacation and personal day qualifications to reflect mainstream practices.

9. Training and Testing (Computer, Classroom, Field)

All Training and Testing will be during regularly assigned hours and paid at the rate of the Employees assigned position.