Sweeping rail safety bill introduced in Congress

Members urged to contact Reps. to support H.R. 2095

Rail Labor is united in support of the Federal Railroad Safety Improvement Act of 2007, a bill that would provide sweeping reforms to railroad safety regulations and vastly improve the quality of life for all railroad workers.

The bill, H.R. 2095, was introduced on May 1 by Rep. James Oberstar (D-Minn.), Chairman of the House Transportation and Infrastructure Committee, following lengthy consultation with supportive rail unions. Among the bill’s many provisions are:

- A restructuring of the Federal Railroad Administration, placing greater emphasis on its safety role and increasing substantially the number of qualified inspectors.
- Elimination of limbo time for operating crews;
- Creation of fatigue management programs;
- Strengthened whistle-blower protections;
- Implementation of positive train control;
- Vastly improves the safety of operations in dark territory;
- Establishment of training standards for all railroad workers;
- Certification of train conductors;
- A study of locomotive cab ergonomics;
- A requirement for emergency breathing apparatus in all locomotive cabs; and,
- New regulations that would put an end to the harassment and intimidation of rail workers who report personal injuries.

“Jim Oberstar is a friend of Rail Labor who has worked closely with us to formulate this much needed legislation,” said Don Habs, National President of the Brotherhood of Locomotive Engineers and Trainmen (BLET). “Many of the items contained in this legislation have been on Rail Labor’s most-wanted list for many years, and all of Rail Labor is united in solidarity to show the carriers that we mean business.”

Rail Labor is united in its support of this measure, including: BLET and the Brotherhood of Locomotive Engineers (BLET); the name it retained until merging with the International Brotherhood of Teamsters on Jan. 1, 2004, when it became BLET.

The organization was formed when locomotive engineers on the Michigan Central began to organize against pay cuts and the dismissal of their firemen. Locomotive engineers were then being paid at the rate of $500 a month in the condition that they ran at least 2,500 miles each month, regardless of the time consumed.

Because of complaints about this low rate of pay and inequitable manner of doing it, the Michigan Central agreed in 1864 to advance the pay of first-class engineers to $85 a month. These and other concessions by the road, however, proved to be of short duration. Runs were changed in such a way that the engineers experienced

BLET marks anniversary

Founded 144 years ago on May 8, 1863

The Brotherhood of Locomotive Engineers and Trainmen marked its 144th anniversary this month. The union was founded as the Brotherhood of the Footboard on May 8, 1863, in Marshall, Mich.

In 1864, the union changed its name to Brotherhood of Locomotive Engineers (BLET), the name it retained until merging with the International Brotherhood of Teamsters on Jan. 1, 2004, when it became BLET.

The organization was formed when locomotive engineers on the Michigan Central began to organize against pay cuts and the dismissal of their firemen. Locomotive engineers were then being paid at the rate of $500 a month in the condition that they ran at least 2,500 miles each month, regardless of the time consumed.

Because of complaints about this low rate of pay and inequitable manner of doing it, the Michigan Central agreed in 1864 to advance the pay of first-class engineers to $85 a month. These and other concessions by the road, however, proved to be of short duration. Runs were changed in such a way that the engineers experienced

Court of appeals denies carriers’ request for rehearing in FMLA case

All 11 active judges of the United States Court of Appeals for the Seventh Circuit have unanimously rejected the request of the rail carriers to rehear the dispute over whether management may require the employees to substitute their paid vacation and personal leave for unpaid FMLA leave.

This means that the unanimous ruling of the three-judge panel upholding rail labor’s position — that the FMLA does not override the right secured to employees in the vacation and personal leave agreements to choose when to use their paid leave — stands.

The carriers now have to decide whether they will seek Supreme Court review of the ruling or honor their obligations under the existing agreements. Updates will be provided at www.ble-t.org.
TENTATIVE NATIONAL CONTRACT

MEDIATION AGREEMENT

This Agreement, made this ___ day of ____________, 2007 by and between the participating carriers listed in Exhibit B-3, affiliated hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carrier parties shall be increased by four (4) percent, computed and applied in the same manner as the standard rates were determined.

IT IS HEREBY AGREED:

ARTICLE I — WAGES

Section 1 — First General Wage Increase

(a) Effective July 1, 2005, all standard basic daily rates of pay for employees represented by the Brotherhood of Locomotive Engineers and Trainmen, witnesses to this Agreement, as of the dates specified in Sections 1, 2, 3, 4, 5, and 6 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(b) Where applicable, the differential of $4.00 and/or $6.00 per base day in freight, passenger and yard service, and 4¢ and/or 6¢ per mile for miles in excess of the number encompassed in the basic day in freight and passenger service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required. Such differential will continue to be applied in the same manner as the local freight differential.

(c) United Healthcare and Aetna, respectively, shall apply "nationwide market recognition" as they may deem appropriate, designate specific geographic areas within the white space as mandatory MMCP locations. Employees who live in mandatory MMCP locations may choose between coverage under MMCP or the Comprehensive Health Care Benefit, subject to subsection (b) hereof.

(d) Any cost-of-living allowance amounts rolled in to basic rates of pay on or after July 1, 2005 pursuant to Article III, Part B, of the December 16, 2003 National BLET Agreement ("2003 BLET Agreement") (or any local counterpart agreement provision) shall be excluded before application of the general wage increases provided for in this Article I and eliminated from basic rates of pay after application of such increases. Any local counterpart to the above-referenced Article III, Part B that is in effect on the carrier party to this Agreement shall be amended in the same manner as provided in subsection (i) above.

ARTICLE II — OPTIONAL ALTERNATIVE COMPENSATION PROGRAM

Section 1

A carrier or organization may propose alternative compensation arrangements for consideration by the other party. Such arrangements may include, for example, stock options, stock grants (including restricted stock), bonus programs based on carrier performance, and 401(k) plans. The proposed arrangement(s) may be implemented only by mutual agreement of the carrier and the appropriate representatives.

Section 2

The parties understand that neither the carrier nor the organization may be compelled to offer any alternative compensation arrangement, and, conversely, neither the carrier nor the organization may be compelled to agree to any proposal made under this Article.

ARTICLE III — COST-OF-LIVING PAYMENTS

Cost-of-Living Payments Under December 16, 2003 Agreement

Section 1

Article III, Part B of the December 16, 2003 National BLET Agreement, shall be eliminated effective on the date of this Agreement. All cost-of-living allowance payments made under that 2003 Agreement to employees for periods on and after July 1, 2005, shall be recovered from any retroactive wage increases payments made under Article I of this Agreement.

Section 2

Any local counterpart to the above-referenced Article III, Part B that is in effect on a carrier party to this Agreement shall be amended in the same manner as provided in Section 1.

ARTICLE IV — HEALTH AND WELFARE

Part A — Plan Changes

Section 1 — Continuation of Plans

The Railroad Employees National Health and Welfare Plan ("the Plan"), the Railroad Employees National Dental Plan ("the Dental Plan"), and the Railroad Employees National Vision Plan ("the Vision Plan"); modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

Section 2 — Plan Benefit Changes - MMCP

(a) The Plan’s Managed Medical Care Program ("MMCP") will be offered to all employees in any geographic area where the MMCP is not currently offered and United Healthcare, Aetna, or Highmark BlueCross Blue Shield has a medical care network. Employees in any geographic area where the MMCP is not currently offered and United Healthcare, Aetna, or Highmark BlueCross Blue Shield has a medical care network may choose between coverage under MMCP or the Comprehensive Health Care Benefit, subject to subsection (b) hereof.

(b) The parties may, by mutual agreement and subject to such evaluation and conditions as they may deem appropriate, designate specific geographic areas within the white space as mandatory MMCP locations. Employees who live in any mandatory MMCP locations shall not have a choice between CHIB and MMCP coverage, but shall be enrolled in the MMCP.

(c) United Healthcare and Aetna, respectively, shall apply “nationwide market reciprocity” to employees not enrolled within the CHIB, but enrolled within MMCP. The term “nationwide market reciprocity” is intended to mean, by way of example, that a person enrolled in MMCP in market A is permitted to enter network MMCP benefits from a UHC point-of-service network provider in market B.

(d) This Section shall become effective with respect to employees covered by this Agreement on July 1, 2007 or as soon thereafter as practicable.
Section 2 - Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

Section 3 - Retroactive Contributions

Retroactive employee cost-sharing contributions payable for the period on and after January 1, 2007 shall be offset against any retroactive wage payments provided to the affected employee under Article I, Sections 1 and 2 of this Agreement, provided, however, there shall be no such offset for any month for which the affected employee was not obligated to make a cost-sharing contribution.

Section 4 - Prospective Contributions

For months subsequent to the retroactive period covered by Section 3, employee cost-sharing contributions will be made for the employee by the employee’s employer. The employer shall deduct the amount of such employee contributions from the employee’s wages and retain the amounts so deducted as reimbursement for the employee contributions that the employee had made for the employee.

ARTICLE V — GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2004 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2004 (including any notices outstanding as of that date).

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2009 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2009 (not to become effective at least six months thereafter), any notice or proposal.

(d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A REPRESENTED BY THE NATIONAL CARRIERS’ CONFERENCE COMMITTEE.

FOR THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Side Letter #1

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1 and 2 of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases as soon as possible and no later than sixty (60) days after the date of this Agreement.

Mr. Hahs:
If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,
Robert F. Allen

Side Letter #2
2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This refers to the increase in wages provided for in Sections 1 and 2 of Article I of the Agreement of this date.

It is understood that the retroactive portion of those wage increases shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to June 30, 2005.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,
Robert F. Allen

I agree:
____________________
[Signature]

Don M. Hahs

Side Letter #3
2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This confirms our understanding regarding Article IV – Health And Welfare of the Agreement of this date.

Notwithstanding any provision to the contrary, it is mutually understood and agreed that:

1. The Plan Design Changes contained in Article IV, Part A, Section 3 will be made effective as soon as feasible after the date of the Agreement and in no event later than August 1, 2007.

2. The Plan Benefit Change set forth in Article IV, Part A, Section 2(e) will be made effective on the same date as the changes in Paragraph 1 above.

3. The Plan Benefit Change set forth in Article IV, Part A, Section 2(a) will be made effective as soon as feasible after the date of the Agreement.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,
Robert F. Allen

I agree:
____________________
[Signature]

Don M. Hahs

Side Letter #4
2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This will confirm our understanding with respect to the Agreement of this date (Agreement).

The provisions of Article IV, Part B (Employee Sharing of Cost of H&W Plans) are not applicable to employees covered by the Agreement who reside in Canada.

This will also confirm that existing contractual arrangements concerning Opt-Outs are not applicable to employees covered by the Agreement who reside in Canada.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,
Robert F. Allen

I agree:
____________________________________
[Signature]

Don M. Hahs

Side Letter #5
2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This confirms our understanding regarding the Agreement of this date.

In any month in which an active employee receives his or her FO healthcare benefits from a Hospital Association and not from the National Health & Welfare Plan and makes a Plan contribution pursuant to Article IV, Part B, the carrier shall pay the Hospital Association for such month an amount equal to the Reduction Factor, provided that the Hospital Association that receives such payment has agreed to decrease the employee’s dues by the same amount.

For purposes of this Side Letter, the term “Reduction Factor” means with respect to any given month, the smallest of:

(i) the monthly dues amount in effect on January 1, 2003 that was established by the Hospital Association for payment by an active employee,

(ii) the “cost-sharing contribution amount” for the month referred to in Article IV, Part B, Section 1, or

(iii) the monthly dues amount established by the Hospital Association for payment by an active employee in that month.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,
Robert F. Allen

I agree:
____________________________________
[Signature]

Don M. Hahs

Side Letter #6
2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This confirms our understanding regarding Article IV, Part B of the Agreement of this date.

If the initial deduction from an employee’s wages for his monthly cost-sharing contribution pursuant to Article IV, Part B, Section 4 is scheduled to be made at the same time as the payroll deduction for the employee’s union dues, the union dues deduction may be made on a subsequent date mutually agreeable to the parties.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,
Robert F. Allen

I agree:
____________________________________
[Signature]

Don M. Hahs

Side Letter #7
2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This confirms our understanding regarding the Agreement of this date.

The parties concur that the hypothetical example set forth in Attachment A to this letter describes the appropriate methodology concerning the (i) computation of gross retroactive pay and (ii) determination of the standard daily rates of pay produced by application of the general wage increases provided for in Article I of this Agreement.

Please acknowledge your agreement by signing your name in the space provided below.
Very truly yours,
Robert F. Allen
I agree:

Don M. Hahs

ATTACHMENT A

BLET Retroactive P. H&W Cost-Sharing, Standard Basic Daily Rate

ASSUMPTIONS:

• Effective date of new agreement is June 1, 2007.
• Employee’s standard basic daily rate as of 1/1/05 is $179.80.
• Employee works on average 21.75 days per month (261/year), all time paid at standard basic daily rate.
• Following OWS’s are applicable:
  7/1/05  2.5%
  7/1/06  3.0%
• Employee is obligated to make a cost-sharing contribution for each month during period 1/1/07 through 5/31/07.

GROSS RETROACTIVE PAY

Employee would be due the following in retroactive pay:

a. For period 7/1/05 through 6/30/06:
   $179.80 x 21.75 days x 12 months = $61,174.50
   * $179.80 x 1.025 = $189.83 (daily increase of $4.50)
b. For period 7/1/06 through May 31, 2007:
   * $184.30 x 1.03 = $189.83 (cumulative daily increase of $10.03)
   $4.50 x 21.75 days x 12 months = $1,174.50
d. For period 1/1/07 through 5/31/07:
   * $19.63 x 5 months = $98.15
   e. Total gross retroactive pay: $3,574.18

COLA CREDIT

2 COLA Credit (1/1/05 through 5/31/07)

Railroad entitled to following credit against gross retroactive pay for COLA allowances already paid:

a. For period 7/1/05 through 12/31/05:
   $184.30 x 21.75 days = $3,901.78
   * $184.30/30 days = $6.14/day
b. For period 1/1/06 through 6/30/06:
   $189.83 x 21.75 x 6 = $480.24
   * $189.83 x 30 days = $569.49/day
c. For period 7/1/06 through 12/31/06:
   * $60.46 x COLA x 8 hours = $3.03/day
d. For period 1/1/07 through 5/31/07:
   * $169.11 x 21.75 days = $3,901.78
   * $169.11 x 30 days = $5,073.30/day
e. For period 1/1/07 through 5/31/07:
   * $0.62/hr. COLA x 8 hours = $4.96/day
e. Total COLA credit: $1,066.92

3 RETROACTIVE H&W COST-SHARING (1/1/07 through 5/31/07)

Employee would owe the following in retroactive H&W cost-sharing (to recover employee share of H&W cost-sharing for this period in excess of amounts already paid):

$184.30 x 21.75 days = $3,901.78
* $184.30 x 1.03 = $189.83 (cumulative daily increase of $10.03)
$19.63 x 21.75 days x 6 months = $539.40
$3.68 x 21.75 x 6 months = $490.68
$0.62/hr. COLA x 8 hours = $5.04/day
$1.20/hr. COLA x 21.75 x 6 months = $156.60
$0.46/hr. COLA x 21.75 x 6 months = $490.68
$0.62/hr. COLA x 8 hours = $4.96/day
$0.62/hr. COLA x 8 hours = $4.96/day
$0.62/hr. COLA x 8 hours = $4.96/day

Net Retroactive Pay:

GROSS RETROACTIVE PAY: $3,574.18
Subtract COLA Credit: - $1,066.92
Subtract Retractive H&W Cost-Sharing: - $571.03
Net Retroactive Pay: $1,907.26

5. Standard Basic Daily Rate Effective 6/1/07:
   $179.80 x 1.025 x 1.03 = $190.81 (rounded)
   * (Standard Basic Daily Rate on 6/30/05)

SIDE LETTER #9, 2007

Mr. Don M. Hahs
President
Brotherhood of Locomotive Engineers and Trainmen
1370 Ontario Street
Cleveland, Ohio 44113-1702

Dear Mr. Hahs:

This confirms our understanding regarding the Agreement of this date.

If the number of employees represented by the BLET who elect participation in the Railroad Employees National Flexible Benefits Program (the “Program”) for calendar year 2009 does not equal or exceed five (5) percent of all employees represented by the BLET eligible to make such election, the Program shall be terminated effective with respect to employees represented by the BLET midnight on December 31, 2009.

It is further understood that the flexible benefits arrangement applicable to the BLET on the BNSF Railway Company is not established under or covered by the Program and therefore will not be affected by this Side Letter.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,
Robert F. Allen
I agree:

Don M. Hahs

CARRIERS REPRESENTED BY THE NATIONAL CARRIERS’ CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR AFTER NOVEMBER 1, 2004 BY AND ON BEHALF OF SUCH CARRIERS UPON THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN, AND NOTICES SERVED ON OR AFTER NOVEMBER 1, 2004 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN UPON SUCH CARRIERS:

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Locomotive Engineers and Trainmen.

The B&O Railways Company
Consolidated Rail Corporation
CSX Transportation, Inc.
The Baltimore and Ohio Railroad Company
The Baltimore & Ohio Chicago Terminal Railroad Company
The Chesapeake and Ohio Railroad Company
Gatxesville Midland Railroad Company
Louisville and Nashville Railroad Company (former)
Seaboard Coast Line Railroad Company (former)
Western Railway of Alabama (former)
Indiana Harbor Belt Railroad Company

The Kansas City Southern Railway Company

Kansas City Southern Railway
Louisiana and Arkansas Railroad
MidSouth Rail Corporation
SouthRail Corporation
TrinityRail Corporation
Joint Agency

Longview Switching Company
Northeast Illinois Regional Computerized Railroad Corporation (METFRA) - 1
Portland Terminal Railroad Company

The Texas Mexican Railroad Company

Union Pacific Railroad Company

Winston Salem Southbound Railway Company

* * * * *
Notes:
1 - Health & Welfare only
* * * * *

FOR THE CARRIERS:

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN:

Washington, D.C. • 2007
Traverse City, Mich. to host 2007 EUMA

Arrangements Chairman Don Zatteau and the members of BLET Division 286 are welcoming members to Traverse City, Mich., for the 69th annual Eastern Union Meeting Association (EUMA).

Registration is now underway for the 2007 EUMA, which will take place August 20-24 at the Grand Traverse Resort and Spa in Traverse City.

Brother Zatteau and his Arrangements Committee are planning a fun-filled, family-friendly EUMA that also includes valuable education and training opportunities for BLET members.

Members can choose between an Old Mission Winery tour or a Tall Ship Excursion on August 22. The Tall Ship Manitou is a replica of an 1800s “coasting” cargo schooner, similar to those that sailed the Great Lakes & Atlantic Ocean. Specifically designed for passenger service, her hull was constructed in Portsmouth, N.H., in 1982 and finished by Vermont carpenters on Lake Champlain. With a 62 passenger capacity, there is plenty of space for sitting and moving around the decks while under sail. Her overall length of 114 feet, beam of 21 feet, and displacement of nearly 100 tons ensures a comfortable, relaxing motion, soothing to both landlubbers and “old salts” alike.

The annual golf outing will take place at The Bear, one of three courses on the resort’s grounds.

In addition to these scheduled events, members can enjoy countless other activities on their own, such as hiking and hiking trails, fishing, boating, beaches on Lake Michigan, the Sleeping Bear Dunes, shopping and dining destinations, and numerous other golf courses off the resort grounds.

In terms of educational opportunities, the EUMA Arrangements Committee is offering workshops for Local Chairmen, Secretary-Treasurers, Legislative Representatives and Division Presidents. In addition, there is a special workshop regarding the transportation of radioactive materials by rail, directed by Brother Scott Palmer, Chairman of the BLET’s Oregon State Legislative Board.

Members will stay at the Grand Traverse Resort, and must mention “EUMA 2007” in order to get the BLET group rate. Reservations can be made by calling (800) 749-0303. Members will have various room options to choose from, including Hotel guestroom, $149; Tower guestroom, $179; Studio condo, $149; One bedroom condo, $189; Two bedroom Tower guestroom, $179; Studio condo, $149; One bedroom condo, $189; Two bedroom condo, $229; or three bedroom condo, $299.


Members with questions may contact Arrangements Chairman Don Zatteau at (616) 490-6708 or Golf & Events Chairman Scott Hockin at (616) 293-9918. Brother Zatteau’s e-mail is euma2007@comcast.net.

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**EUMA 2007 Golf Registration**

**The Bear at Grand Traverse Resort**

**Wednesday, August 22, 2007**

9:00 a.m. Shotgun Start—Four Man Scramble

($80 per golfer includes green fees, carts with GPS yardage system and lunch. Arrangements will be made for individuals or teams with less than four).

**Team Members**

(Include name, e-mail and phone number for each)

---

**EUMA 2007 Registration Form**

**69th annual Eastern Union Meeting Association**

**Traverse City, Mich. • August 20-24, 2007**

**Hosted by BLET Division 286 at the Grand Traverse Resort**

**HOTEL RESERVATIONS**

Reservations for the Grand Traverse Resort can be made by calling (800) 749-0303 or online at: www.grandtraverseresort.com. Mention EUMA 2007 to get the BLET rate when making reservations. If traveling via airport, give flight information when making reservations so transportation to the Resort can be arranged. (Room rates range from $149 to $259 per night.) More convention information is available online at: https://home.comcast.net/~euma2007.

**REGISTRATION INFORMATION**

Name: ____________________________

Address: __________________________

City: __________________ State: ____________ Zip Code: ____________

Division: __________________ BLET Title: __________________

E-mail Address: __________________

Home Phone: __________________ Cell Phone: __________________

**I plan to attend the following workshops on August 23:**

Local Chairman __________________

Secretary-Treasurer __________________

Legislative Rep. __________________

Federal Railroad Administration (FRA) __________________

Radiation Handling __________________

Registration (includes all breakfasts, one luncheon & banquet) Attendees Price Total

Early registration: __________________@ $130.00 = $ __________________

Children under 12: __________________@ $100.00 = $ __________________

Late registration (after July 1): __________________@ $150.00 = $ __________________

Late registration for children under 12 (after July 1): __________________@ $120.00 = $ __________________

Wine tour: (includes lunch) __________________@ $45.00 = $ __________________

Tall ship excursion (includes lunch) __________________@ $45.00 = $ __________________

Not attending banquet (subtract $20.00) __________________@ $20.00 = $ __________________

**Total Amount Enclosed:** __________________

---

Please mail this form, along with check or money order payable to “EUMA 2007” to:

EUMA 2007, P.O. Box 121, Comstock Park, MI 49321-0121

Website: https://home.comcast.net/~euma2007

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**EUMA 2007 Golf Registration**

**The Bear at Grand Traverse Resort**

**Wednesday, August 22, 2007**

9:00 a.m. Shotgun Start—Four Man Scramble

($80 per golfer includes green fees, carts with GPS yardage system and lunch. Arrangements will be made for individuals or teams with less than four).

**Team Members**

(Include name, e-mail and phone number for each)

---

Mail this form, along with check or money order payable to “EUMA 2007,” to:

EUMA 2007, P.O. Box 121, Comstock, MI 49321-0121, ATTN: Scott Hockin

For more information contact Scott Hockin, (616) 293-9918, E-mail: euma2007@comcast.net

Website: https://home.comcast.net/~euma2007
the strength of a pro-labor majority in the House and Senate. It was our turn."

Dan Picket, President of the BRS said: "The BRS is proud to be a part of this effort. The changes proposed by Chairman Oberstar and others are overdue and the BRS with all Rail Labor will work to see the changes become a reality."

ATDA President Leo McCann said: "One Rail Labor union would not have been able to do this alone. Our solidarity sends the message loud and clear that we are united and we are serious about putting an end to carrier mistreatment of our hard-working union members."

The bill would redesignate the Federal Railroad Administration (FRA) as the Federal Railroad Safety Administration (FRSA), whose goal would be to reduce accidents, injuries and fatalities on the railroads as its "highest priority." The FRSA Administrator would be required to have "professional experience in railroad safety, hazardous materials safety, or other transportation safety." The FRA would also be required to double the number of safety inspectors from 400 to 800 by Dec. 31, 2011. Limbo time, the practice of abandoning train crews on locomotives after their on-duty time has expired, would be eliminated under changes to the Hours of Service Act. Under the new law, time spent in deadhead transportation to a duty assignment, time spent waiting for deadhead transportation, and time spent in deadhead transportation to the place of final release would be considered time on duty, thus eliminating limbo time.

Additional direct relief from fatigue would come in two forms. First, operating and signal employees would be entitled to a minimum of 10 hours undisturbed rest, regardless of the length of the duty tour. Railroads would be prohibited from communicating with their workers during their rest time. Second, they would have one period of at least 24 consecutive hours off duty every seven days.

Railroads would also be required to file a fatigue management plan with the Department of Transportation every two years. The bill would require input from FRA Labor Relations personnel, who would maintain educational programs to help rail workers counter fatigue. The legislation would also significantly strengthen existing whistleblower protections to rail workers who report unsafe or hazardous conditions. A railroad employee may refuse to authorize the use of equipment the employee reasonably believes to be unsafe or hazardous to operate or work with, and this bill would protect those who do so.

Class I railroads would have 12 months after enactment of the legislation to submit concrete plans for the implementation of positive train control. Such plans would be used to assist train crews with safety, and not as a means to reduce crew size. The bill would also require railroads to train their employees in the detection of impaired workers.

The Secretary of Transportation would be required to establish minimum training standards for each craft of rail employees under the new law. The bill would require railroads to require background checks of its employees for employment, and to require employees to clearly state "Yes" or "No" to a question regarding their safety, health, and qualification program.

Also under this proposed legislation, railroads would not be allowed to discipline, or threaten discipline to, an employee for requesting medical or first aid treatment, or for following orders or a treatment plan of a treating physician. Discipline means to bring charges against a person in a disciplinary proceeding, suspend, terminate, place on probation, or make note of reprisals on an employee's record.

A hearing on the bill by the House Subcommittee on Railroads was held on May 8. All Rail Labor members are asked to contact their members of Congress to support H.R. 2095, the Federal Railroad Safety Improvement Act of 2007.

http://www.house.gov
Capitol switchboard: (202) 225-3121.

New railroad safety bill contains a 'wish list' of labor improvements

H.R. 2095

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reductions in pay rather than increases.

A. S. Sweet, who occupied the post of superintendent of machinery with the Michigan Central at that time, had been given that job on the promise that he would reduce costs. He was responsible for cutting the men's pay. The strength of a pro-labor majority in the House and Senate. It was our turn."

Dan Picket, President of the BRS said: "The BRS is proud to be a part of this effort. The changes proposed by Chairman Oberstar and others are overdue and the BRS with all Rail Labor will work to see the changes become a reality."

ATDA President Leo McCann said: "One Rail Labor union would not have been able to do this alone. Our solidarity sends the message loud and clear that we are united and we are serious about putting an end to carrier mistreatment of our hard-working union members."

The bill would redesignate the Federal Railroad Administration (FRA) as the Federal Railroad Safety Administration (FRSA), whose goal would be to reduce accidents, injuries and fatalities on the railroads as its "highest priority." The FRSA Administrator would be required to have "professional experience in railroad safety, hazardous materials safety, or other transportation safety." The FRA would also be required to double the number of safety inspectors from 400 to 800 by Dec. 31, 2011. Limbo time, the practice of abandoning train crews on locomotives after their on-duty time has expired, would be eliminated under changes to the Hours of Service Act. Under the new law, time spent in deadhead transportation to a duty assignment, time spent waiting for deadhead transportation, and time spent in deadhead transportation to the place of final release would be considered time on duty, thus eliminating limbo time.

Additional direct relief from fatigue would come in two forms. First, operating and signal employees would be entitled to a minimum of 10 hours undisturbed rest, regardless of the length of the duty tour. Railroads would be prohibited from communicating with their workers during their rest time. Second, they would have one period of at least 24 consecutive hours off duty every seven days.

Railroads would also be required to file a fatigue management plan with the Department of Transportation every two years. The bill would require input from FRA Labor Relations personnel, who would maintain educational programs to help rail workers counter fatigue. The legislation would also significantly strengthen existing whistleblower protections to rail workers who report unsafe or hazardous conditions. A railroad employee may refuse to authorize the use of equipment the employee reasonably believes to be unsafe or hazardous to operate or work with, and this bill would protect those who do so.

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Men all over the system were discouraged. Angered by the situation, a group of 13 Michigan Central engineers, fearing to find privacy for their complaints about the mistreatment of their fellow workers, formed the BLET. The BLET was the first union to do this alone. Our solidarity sends the message loud and clear that we are united and we are serious about putting an end to carrier mistreatment of our hard-working union members.

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A. S. Sweet, who occupied the post of superintendent of machinery with the Michigan Central at that time, had been given that job on the promise that he would reduce costs. He was responsible for cutting the men’s pay. The men carried a pointed protest to Sweet, who, as a result, fired a number of them.

The Detroit convention marked a new epoch in the organization of American railroad employees. It brought together engineers from the Michigan Central, Michigan Southern & Northern Indiana, Detroit & Milwaukee, Grand Trunk, and Michigan Southern. Together, the 12 delegates presented a draft of a constitution, which combined democratic control with efficient central administration, thus solving the fundamental problem that had vexed many previous labor organizations. After three days of deliberations and plans for the future, the delegates on May 8 joined hands and obligated themselves to abide by the constitution, forming the pioneer division of the Brotherhood of the Footboard with W. D. Robinson as chief engineer. This division, No. 1 in Detroit, still maintains its proud position as first on the roster of over 500 divisions of the BLET.

Today, with more than 55,000 active and retired members, the BLET is one of the largest and most influential railroad unions in the United States.
M.J. “Mo” Morrow, age 55, of Avon Lake, Ill., passed away Saturday, April 14, 1994, in intensive care since suffering a sudden stroke on April 5. “Brother Morrow” of course is the nickname of our departed Brother, he was employed as the director of communications at the time of his unexpected passing. Brother Morrow’s brother, Joel, was an Executive Staff employee of the Brotherhood of Locomotive Engineers, and he was his father’s right-hand man, the Director of Communications. He will be sorely missed.

He was born November 16, 1938, in East St. Louis, Ill., and moved to Avon Lake, Ohio, 13 years ago from Columbia, Ill. He was a 1980 graduate of Columbia High School. Mo began working for the railroad at the age of 17 and for the past 13 years was employed as the director of communications for the Brotherhood of Locomotive Engineers and Trainmen (BLET). Brother Morrow has been on the BLET Staff in Cleveland since August 8, 1994, when he accepted an appointment by the National Secretary-Treasurer, the late Don M. Hahs, BLET National President. “His life-long commitment to the Brotherhood and his passion for the good work of the Brotherhood was unmatched. He will be sorely missed.”

Mo’s vast institutional knowledge and his unfaltering loyalty to this proud organization will not be forgotten,” said Bill Wiapert, BLET National Secretary-Treasurer. “Brother Morrow’s railroad career began in Dupo, Ill., on the former Missouri Pacific in 1969. He earned promotion to locomotive engineer in January 1972 at the age of 17 and for the past 13 years was employed in Dupo, Ill., as a member of the Brotherhood’s largest division. He also had been active with the little league club in Dupo. Mo was very active in politics with the Democratic Party in both Illinois and Ohio. He also enjoyed woodworking, fishing, gardening, the outdoors, and barbecuing.

He is survived by his wife of 15 years, Deborah “Debbie” (nee Kimball); his mother Shirley J. Morrow of Columbia, Ill.; a daughter, Jennifer Morrow of Waterloo, Ill.; and a son, Tony Morrow (Becky) of Waterloo, Ill.; four grandchil-

iece, Michelle; his sister, Denise Fisher (Kirk) of Valmeyer, Ill.; and his beloved pet dog, Jake. He was preceded in death by his father, Joel H. Morrow; and grandpar-

ents, Horace and Mary Morrow and Elizabeth Middleton and Carl Cook.

“On behalf of the 55,000 men and women of the Brotherhood of Locomotive Engineers and Trainmen, we extend our deepest sympathy to Brother Morrow’s family, friends and loved ones.” President Hahs said. Memorials may be forwarded to the American Cancer Society, 140 N. Ridge Road, Elyria, OH 44035 or the Friendship Animal Protective League, 8303 Murray Ridge Rd. Elyria, OH 44035. •

Safety Task Force Hotline

(800) 306-5414

National Division staffer Mo Morrow, 1951-2007

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