



DON M. HAHS
National President

Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference—International Brotherhood of Teamsters

NATIONAL DIVISION

1370 Ontario Street, Mezzanine • Cleveland, Ohio 44113-1702

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FEB 26 2008

BLET

February 21, 2008

All General Chairmen

Re: Uniform Language for FMLA Contract Claims

Dear Sirs and Brothers:

The National Division has received numerous calls requesting language to be used in presenting claims for improper use of vacation and personal leave as FMLA Leave. Counsel for us in the litigation, Michael Wolly, has provided us samples of claims based upon the BLET contracts submitted in the District Court Proceedings; they are Carrier specific. Attorney Wolly requested you review them very carefully and make revisions if the provisions cited do not apply on the part of a property where the Claimant works.

The suggested uniform language is attached. Also, you should note that a general format for a claim is set out at page 3, along with language that may be used in a submission for Arbitration.

Fraternally yours,

Don M. Hahs,
National President

Enclosure.

cc: E. Rodzwick, FVP w/enc.
W. C. Walpert, NST w/enc.
Advisory Board w/enc.
H. Ross, ILC
M. Wolly, Counsel



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February 13, 2008

TO: GREG ROSS

FROM: MIKE WOLLY

RE: UNIFORM LANGUAGE FOR FMLA CONTRACT CLAIMS

You have asked us to prepare uniform language that the General Chairmen can give to BLET-represented employees to use in presenting claims for improper forced use of vacation and personal leave as FMLA leave. Using the agreement provisions that were provided to us during the District Court proceedings, I have created the attached samples. Because the agreements differed somewhat from carrier to carrier, I tried to create some that are carrier-specific. The General Chairmen should review these very carefully and should not hesitate to make revisions if I have cited to provisions that do not apply on the part of a property where the claimant works.

CLAIMS FOR IMPROPER FORCED USE OF VACATION DAYS

On CSXT, IHB, BNSF:

Claim of **EMPLOYEE'S NAME** for restoration of vacation day(s) that carrier forced claimant to use as FMLA leave on **INSERT DATE(s)** in violation of the Vacation Agreement of 1949, as amended, Article V of the 1996 National Agreement, and established practices.

On NS (other than Southern):

Claim of **EMPLOYEE'S NAME** for restoration of vacation day(s) that carrier forced claimant to use as FMLA leave on **INSERT DATE(s)** in violation of the Vacation Agreement of 1949, as amended, Article V of the 1996 National Agreement, Article 36 of the July 1, 1999 Agreement, as amended, and established practices.

On NS(Southern):

Claim of EMPLOYEE'S NAME for restoration of vacation day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of the National Vacation Agreement of 1949, as amended, Article V of the 1996 National Agreement, Article 42 of the 1982 Agreement, as amended, the July 1, 1987 letter of understanding, and established practices.

On UP:

Claim of EMPLOYEE'S NAME for restoration of vacation day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of [ELIMINATE THOSE THAT DON'T APPLY] the National Vacation Agreement of 1949, as amended, Article V of the 1996 National Agreement, the October 23, 1992 Split Vacation Agreement, the April 25, 1963 Combined Vacation Agreement (Granger-Huntington and Salt Lake City-Butte), and established practices.

A more generic format would be:

Claim of EMPLOYEE'S NAME for restoration of vacation day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of applicable agreements and established practices.

CLAIMS FOR IMPROPER FORCED USE OF PERSONAL LEAVE

ON CSXT, BNSF, IHB, UP(Southern Region):

Claim of EMPLOYEE'S NAME for restoration of personal leave day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of Article XI of the December 11, 1981 National Agreement, Article VI of the 1996 National Agreement, and established practices.

On UP(Eastern District and Northern Region):

Claim of EMPLOYEE'S NAME for restoration of personal leave day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of Article XI of the December 11, 1981 National Agreement, Article VI of the 1996 National Agreement, the February 4, 1987 Agreement, the May 20, 1991 Agreement, and established practices.

On NS (other than Southern):

Claim of EMPLOYEE'S NAME for restoration of personal leave day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of Article XI of the December 11, 1981 National Agreement, Article VI of the 1996 National Agreement, Side Letter #5 to May

1, 1996 Agreement, the December 6, 1999 Agreement, and established practices.

On NS(Southern):

Claim of EMPLOYEE'S NAME for restoration of personal leave day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of Article XI of the December 11, 1981 National Agreement, Article VI of the 1996 National Agreement, the April 27, 1992 Agreement, and established practices.

A more generic format would be:

Claim of EMPLOYEE'S NAME for restoration of personal leave day(s) that carrier forced claimant to use as FMLA leave on INSERT DATE(s) in violation of applicable agreements and established practices.

* * * * *

These samples are intended for the filing of individual claims. If a General Chairman is looking for language to tee up already pending claims for arbitration on a class-type basis, I suggest they use something like this:

1. Did the Carrier violate the applicable agreements and established practices by requiring the employees on the attached list to use their vacation leave instead of unpaid leave for FMLA purposes? If so, what is the appropriate remedy?
2. Did the Carrier violate the applicable agreements and established practices by requiring the employees on the attached list to use their personal leave instead of unpaid leave for FMLA purposes? If so, what is the appropriate remedy?

The attached list would identify the claimants and the days they were forced to use their paid leave.

cc: Harold Ross, Interim Legal Coordinator