

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

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VIA ELECTRONIC AND FIRST-CLASS MAIL

June 25, 2014

All Advisory Board Members
All General Chairmen

Re: Circular Letter No. AB-2014-03; GC-2014-04

Dear Sirs and Brothers:

This Circular follows up on previous discussions, including most recently at the annual meeting of the Western General Chairmen's Association, concerning the subject of inward-facing cameras ("IFCs"). Many of the carriers considering or actually beginning to implement the installation of IFCs have executed process agreements, which — among other things — toll collective bargaining agreement ("CBA") time limits for filing claims and grievances over IFCs during the pendency of discussions between the parties.

While this is a significant step forward, these process agreements do not address all areas of concern. Not every carrier has agreed to toll CBA time limits. Moreover, because carriers routinely run locomotives over one another's lines, crews could find themselves being recorded by IFCs on a foreign road locomotive, which video data would then be in the possession of that foreign road. Consequently, there remains a need for a template claim to be filed in either of these circumstances: (1) where no process agreement is in place on a road in a particular GCA's jurisdiction either because the carrier refused to negotiate one or because it expired or was revoked; or (2) where there is an agreement in place covering IFCs on that railroad's locomotives, but a crew is required to operate an IFC-equipped locomotive from a foreign railroad. This second situation could obviously change should those of you with process agreements in place add additional language with Carrier concurrence that extends the terms of the process document to foreign power. Even where a process agreement is in place, GCAs should have a process set up so that claims can be initiated on relatively short notice.

All claims should include the following language:

Claim of Locomotive Engineer [Claimant's name] for one (1) day's pay at the applicable rate for being required to operate a locomotive that was equipped with an inward-facing camera installed and intended to make a video record of in-cab crew activity, and thereby being subjected to the creation of such a video record. The locomotive was [locomotive

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identification] and I was required to operate said locomotive on [date of claim], from [time started operating the locomotive] until [time stopped operating the locomotive].

This claim is founded on the fact that there is no basis whatsoever in the governing Collective Bargaining Agreement upon which the Carrier may rely as either a right or a justification for the installation of inward-facing video cameras or for the creation of a video record of a crew's in-cab activities. Further, the installation of such cameras and the creation of such record also cannot be justified on the basis of any express or implied retained managerial right or prerogative, or any established custom or practice.

GCAs on railroads that participated in the round of national handling that culminated in the Award of Arbitration Board No. 458 also should add the following third paragraph to the above when filing claims:

Finally, the Carrier's improper installation of inward-facing video cameras and creation of a video record each are violative of Article XVII, Section 3 of the May 19, 1986 Award of Arbitration Board No. 458, which mandates that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairman (Chairmen) providing him with the opportunity to furnish the carrier with his recommendations for full and thoughtful consideration by the carrier.

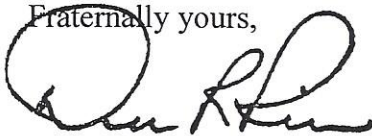
GCAs whose CBAs have incorporated the provisions of Article XVII independently of the Award of Arbitration Board No. 458 also should include the above additional paragraph in their claims.

Once claims have been filed it is imperative that — absent a process agreement between the parties — they be prosecuted on a timely basis under the governing CBA.

It also is critical that you distribute the appropriate claim language to the local chairmen under your GCA's jurisdiction as soon as is practicable, and that you strongly urge all locomotive engineers working under your jurisdiction to file claims whenever there is a triggering event. Our membership lost many hundreds of thousands of dollars in the Family and Medical Leave Act arbitration case we won a number of years ago because they failed to initiate the process by filing claims. Everyone should work hard to ensure that problem is not repeated.

Trusting you will find this Circular helpful, and with warmest personal regards, I remain

Fraternally yours,



National President

All Advisory Board Members
All General Chairmen

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June 25, 2014

cc: E. L. Pruitt, First Vice President
W. C. Walpert, National Secretary-Treasurer
All State Legislative Board Chairmen
D. W. Davidson, Assistant Director of Arbitration
M. S. Wolly, Esquire, General Counsel