

Proposed

MERGER AGREEMENT

Between the

Brotherhood of Locomotive Engineers and Trainmen
(BLET)

And the

United Transportation Union (UTU)

As proposed by

Railroad Operating Crafts United (ROCU)

To form the

Brotherhood of Locomotive Engineers & Trainmen - United Transportation Union

(BLET-UTU)



January 1, 2007

The ROCU Committee on the Constitution and Merger Agreement has produced a tentative draft of a democratic merger agreement for a merged BLET-UTU. To create this document we have consulted:

- ✓ Current constitutions of the UTU, BLET, & Teamsters*
- ✓ The merger agreement proposed during the 2001 merger attempt*
- ✓ Experts in the field of union democracy*
- ✓ Most importantly—working members of the BLET & UTU*

We want and deserve a merger that will put the membership in control of our union. With a merged union put into place and functioning under the accompanying constitution, railroaders in the operating crafts will have one of the most democratic unions in North America; one more fully equipped and better prepared to win better contracts and working conditions.

This document is a preliminary draft version of the ROCU proposal. We consider it a “living” document and it is subject to additions, corrections, subtractions and modifications which will be based on the input and ideas we receive from you and other UTU and BLET members.

You will find incomplete dates in this draft. Those dates will be finalized later when it is practical to do so.

We would like to know what you like and what you don't like about it.

You can contact ROCU by:

Writing ROCU at PO Box 1053, Salem IL 62881

Calling ROCU at 312-924-1437

Email ROCU at rocutoday@gmail.com

Visit the website at www.rocutoday.com

Major Provisions of the Proposed BLET-UTU Merger Agreement

Section 16 - Establishes a two-year grace period in which the BLET or UTU may elect to withdraw from the merger. Rank-and-file members will decide by secret ballot.

Section 3.9 – Continues & protects existing UTU & BLET agreements.

Sections 6; 9.9; and 7.6 – Guarantees craft autonomy. Each craft will have its' own Local Chairman, agreements are subject to approval on a craft-by-craft basis, and craft autonomy is mandated in all contract and agreement negotiations.

Section 4.2.0 - Decides who will be the first National President by the fairest means available – the simple toss of a coin.

Section 4.15 – Mandates membership election of National officers one year after merger.

Section 4.15.1 - Reduces the number of Vice-President positions.

Section 4.19.3 - Provides safeguards to prevent either craft from dominating the Executive Council.

Section 4.19.1 - Gives General Committees a direct voice on the National Division Executive Council.

Section 5.6 - Provides for protection of current National officer pension plans, but mandates an end to any additional accrual of pensions which are above-and-beyond standard Railroad Retirement.

Section 7.6 - After the first rank and file election of National officers, merges BLET divisions and UTU locals in the same geographic area and carrier jurisdiction while providing for separate local committees of adjustment for each craft.

Section 9.8 - Establishes Internet services at the General Committee level. Websites would include downloadable applicable national and local agreements, local union by-laws, secure access to claims and grievances, and other information vital to an educated, informed, and mobilized rank-and-file.

Section 13 - Creates a “Peer Review Board” to settle internal union disputes and any disputes regarding the application of any of the provisions of the Unification Agreement. Internal disputes will be decided, by rank-and-file members, on their merits instead of politics.

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UNIFICATION AGREEMENT BETWEEN BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN (BLET) AND UNITED TRANSPORTATION UNION (UTU)

THIS AGREEMENT, made and entered into as of this XXth day of XXXX, 200X, by and between the Brotherhood of Locomotive Engineers and Trainmen (BLET), an unincorporated association and labor organization with its principal office located in Cleveland, Ohio, and the United Transportation Union (UTU), an unincorporated association and labor organization with its principal office located in Cleveland, Ohio, to merge into one union to be known as the Brotherhood of Locomotive Engineers & Trainmen-United Transportation Union (BLET-UTU), subject to the following:

● PREAMBLE

The fundamental purpose of this agreement is to democratically unite, empower and strengthen the rank-and-file membership of the BLET and the UTU for more effective bargaining and organizing in the industries represented by them and their affiliates.

The rank-and-file members of the BLET and UTU are firmly convinced that combining their memberships and respective resources will enable the newly created union to secure for its members substantial progress in their quest for a better standing of living. Each organization recognizes the contributions of the other to the welfare of workers in the railroad and transportation industries, particularly the railroad operating crafts. Further, each organization is confident that by dissolving the two existing organizations and forming a new union, fresh organizing and bargaining strength will be brought to these industries. Formation of this union will allow greater effort and resources to be directed to the essential task of improving the wages, hours, working conditions, and economic security of all workers within the jurisdiction of the new union. In addition, the creation of the new organization should help pave the way for achieving further gains in the areas of legislation, political action, human relations, and community affairs. The rank-and-file members of the BLET and UTU celebrate the democratic provisions contained in this merger agreement and the accompanying Constitution. They recognize these provisions will empower the members to better oversee management of their Union and give them greater responsibility for their own welfare and the welfare of their brothers and sisters not only in their own union, but in organized labor around the world.

In consideration of the BLET membership in the Rail Conference of the International Brotherhood of Teamsters, the BLET and UTU agree that the BLET-UTU shall be a member of the IBT Rail Conference and the terms of the IBLE/IBT merger agreement shall apply to the BLET-UTU in the same manner as applied to the BLET, except as specifically modified in this agreement..

It is these principles that have guided the parties in fashioning and entering into the following unification agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions, covenants and grants herein contained, it is hereby agreed that the Brotherhood of Locomotive

Engineers and Trainmen (BLET) and the United Transportation Union (UTU) shall be, and they hereby are dissolved in accordance with the laws of the State of Ohio; and the parties hereto by these presents agree to and hereby prescribe the terms and conditions of said creation and the manner of the carrying the same into effect, which terms and conditions and manner of carrying the same into effect the said parties hereto do mutually and severally agree and covenant to observe, keep and perform, that is to say:

●SECTION 1 – RATIFICATION VOTE

1.1 This Unification Agreement and Constitution, incorporated herein, shall be submitted to the respective memberships of the Brotherhood of Locomotive Engineers and Trainmen and the United Transportation Union by referendum mail ballot. Different colored ballots for each organization will be sent to their respective memberships.

1.2 The conduct of the referendum mail ballot shall be supervised by the American Arbitration Association. The above mentioned third party will tabulate and certify the results of the referendum to the Presidents and Secretary-Treasurers of the UTU and the BLET.

1.3 The ballots received from UTU members in Canada (of a different color) shall be tabulated separately and shall be recorded separately. Should a majority of the ballots cast by the members of the BLET and a majority of the ballots cast by the members of UTU (excluding the Canadian members) approve the unification of BLET and UTU into a new labor union through the adoption of this Unification Agreement and Bylaws, this Unification Agreement and Bylaws shall become effective ~~XXXXX XX, 200X~~, without further action or consideration by the Chief Executives, Boards, Committees, conventions or other constituted bodies of either BLET or UTU, except as may otherwise be provided herein.

1.4 Should a majority of the ballots cast by UTU members in Canada approve the unification, the UTU members in Canada shall also be included in the newly established Union effective ~~XXXXX XX, 200X~~; otherwise, the UTU members in Canada shall not be part of BLET-UTU effective ~~XXXXX XX, 200X~~.

●SECTION 2 - NAME

2.1 The name of the newly established union shall be the BLET-UTU. The newly merged Union shall be an unincorporated association and labor organization, shall exist and be governed by the laws of the State of Ohio, and shall have its principal office at Cleveland, Ohio, and such satellite office(s) as may be selected.

2.2 The BLET-UTU shall be a member of the Rail Conference of the International Brotherhood of Teamsters.

2.3 Because of the importance that many members attach to the name of their union and the complexity of reaching a consensus on a new name, this issue shall be placed on the agenda and decided by the delegates at the first convention of the BLET-UTU. If consensus cannot be reached at that time, the question will be put to the membership in the form of a referendum, with the top three (or less) choices of the delegates being placed on the ballot for consideration. (This ballot may be included with the ballot mailer for the first membership vote for National officers.)

SECTION 3 – FINANCES, ASSETS AND LIABILITIES

3.1 On the effective date of the unification, the books and records and all property, real, personal, and mixed and other assets, receivables and monies of whatever nature and wherever situated held in trust or otherwise; and all right, title, and interest, either legal or equitable, to any monies, funds or property, tangible and intangible, of each of the constituent organizations, excluding the assets and liabilities of the United Transportation Union Insurance Association (UTUIA), and all debts due on whatever account to each of them; and all the rights, privileges, and powers; and every other interest of each of them, shall be deemed to be transferred to and vested in BLET-UTU, without further act or deed, and shall be thereafter the property of BLET-UTU as completely as they were the property of the constituent unions; and title to any real estate, whether vested by deed or otherwise, shall not be in any way impaired by reason of the unification.

3.2 Upon unification, the BLET-UTU shall thereafter be responsible for all the debts, liabilities and obligations of each of the constituent unions; and all such debts, liabilities and obligations shall thereafter attach to the BLET-UTU and may be enforced against it to the same extent as if said debts, liabilities or obligations were originally incurred by United Transportation Union or Brotherhood of Locomotive Engineers and Trainmen.

3.3 The officers and/or the Board of Directors or Advisory Board of the constituent unions shall execute and deliver, or cause to be executed and delivered (and will have all necessary power to do so legally), all such deeds and other instruments; and shall take or cause to be taken, such other action as BLET-UTU may deem necessary or desirable to fully vest in and confer upon it title to and possession of all monies, funds, property, and rights referred to above and otherwise to carry out the intent and purpose of the unification of the constituent unions.

3.4 Title to real estate owned in the name of any BLET Division or UTU Local, or any subordinate unit of the former organizations, shall be retained by said Local Divisions or subordinate units of BLET-UTU.

3.5 The membership of the Brotherhood of Locomotive Engineers Building Association, as currently known (to be named BLET-UTU Building Association), shall be comprised of the members of the Executive Council of the BLET-UTU as described in Section 4.19.1 of this agreement, and the successors of that body in such capacity, which body shall be known as the Board of Trustees of the Association.

3.5.1 The Building Association, among other things, shall have full power and authority to borrow money and encumber any part or all of such real estate, or any personal property coming to its possession for the purpose of said corporation and to sell any real property acquired or owned by said Building Association, only with the consent of majority of the Building Association; provided, however, that through the first convention of the BLET-UTU, this power and authority may be exercised only by a separate majority vote of each of the former UTU and former BLET members on the Executive Council.

3.6 All rights, privileges, duties, and responsibilities vested in either the BLET or UTU pursuant to collective bargaining agreements or certifications shall be vested in the BLET-UTU by virtue of its creation.

3.7 As of the effective date of this Unification Agreement (XXXX XX, 200X), the BLET-UTU shall be substituted for the BLET and/or the UTU as a party to any suit, action or proceeding in which the BLET and/or the UTU may then be a party and in any order, decree or judgment then outstanding against either UTU or BLET or in favor of either organization, as if the United Transportation Union or Brotherhood of Locomotive Engineers and Trainmen originally had been such a party or been named in such order, decree or judgment, and the officers of the BLET and/or the UTU shall execute whatever document or instrument or take whatever action is necessary to effectuate this provision.

3.8 UTU & BLET will each appoint three members to a Joint Committee on Liabilities for the purpose of allocating responsibility for payment of any judgments as described in Section 3.7 above.

3.9 Effective xxxx xx, 200X, BLET-UTU shall take appropriate steps to cause the National Mediation Board ("NMB"), Canadian Industrial Relations Board (CIRB) and/or Provincial Labour Boards and any other government board or agency to amend any outstanding certifications issued to the BLET or any of its divisions and/or to UTU or any of its locals covering a designated craft or class of employees of any carrier and to transfer that certificate to the BLET-UTU.

3.10 In order to be consistent with the use of xxxx xx, 200X, as the effective date of the formation of the proposed new entity, financial statements must be prepared and exchanged ten (10) days prior to mailing of the ballots referred to in Section 1 above. A form of representation letter shall accompany the statements from a principal officer of each of the entities. These letters will state that said representatives have no knowledge of any significant or adverse changes occurring between the date of the financial statement and the date of the letter. If they have knowledge of any changes, the letter will describe these changes and their effects in detail.

3.10.1 Upon approval of the Unification by the members of the BLET and UTU, financial information shall be prepared in the following manner: The auditors of each Organization will be instructed to examine the balance sheet of the other organization and render an opinion on it. In addition, each of the auditors will render an opinion on the pro forma combined balance sheet of each separate entity and the new organization. A second letter will be issued on xxxx xx, 200X, stating that said representatives have no knowledge of any significant or adverse changes occurring between the date of the financial statement and the date of the said second letter; if they have knowledge of any changes, the letters will describe these changes and their effects in detail.

3.10.2 Such statements shall include a complete report on all suits, actions or proceedings in which the BLET and/or the UTU may then be a party and in any order, decree or judgment then outstanding against either UTU or BLET or in favor of either organization as specified in Section 3.7 above. In addition, such statements will contain copies of the articles of incorporation complete with all amendments of the UTUIA and the BLET Standard Building Association.

3.10.3 BLET and UTU will make each of these financial statements and reports available to their respective members as downloads in the membership sections of their respective websites. These documents will be made available on the date they are exchanged as required in Section 3.10.

●SECTION 4 – OFFICERS AND BOARDS OF THE NATIONAL UNION

4.1 The officers and alternate officers of the BLET-UTU National Division at the time of Implementation of this agreement will consist of the officers and alternates of the BLET National Division and the officers and alternates of the UTU International Division. Each officer will maintain their respective titles subject to the following provisions of this section.

4.2.0 On the day before the effective implementation date of this merger agreement, the offices of BLET-UTU National President and Senior Vice-President will be filled by the incumbent President of the UTU and incumbent President of the BLET. A coin toss will be held, in the presence of the entire incumbent BLET Advisory Board and the incumbent UTU Board of Directors, on that date and the winner will fill the office of President of BLET-UTU National Division, and the loser will fill the office of Senior Vice-President.

4.2.1 National President:

The office of National President will be filled as described in Section 4.2. A vacancy in the office of National President shall be filled by the Senior Vice-President.

4.2.2 Senior Vice-President

The office of Senior Vice-President will be filled as described in Section 4.2.

4.2.3 Prior to the first election of National Division Officers, should it become necessary for the Senior Vice-President to fill a vacancy in the office of National President, the resulting vacancy in the office of Senior Vice-President will be filled by the former UTU Assistant President or BLET 1st Vice-President & Alternate President. The selection will come from the former union of the vacating National President.

4.2.4 After the first election of National Division officers, a vacancy in the office of Senior Vice-President will be filled by a secret ballot vote of the Executive Council.

4.3 Assistant President – UTU

The incumbent UTU Assistant President shall fill this office. This office will be eliminated at the first election of National Division officers.

4.4 Senior Vice-President & Alternate President – BLET

The incumbent BLET Senior Vice-President & Alternate President shall fill this office. This office will be eliminated at the first election of National Division officers.

4.5 National Secretary-Treasurer - BLET:

The incumbent BLET National Secretary-Treasurer shall fill this office. Prior to the first election of National Division officers, a vacancy in the office of the National Secretary-Treasurer – BLET shall be filled by the Alternate National Secretary -Treasurer of the former BLET at the time of unification. At the first election of National Division officers, the offices of National Secretary-Treasurer – BLET and General Secretary and Treasurer- UTU shall be combined into one position, whose duties shall then include the duties of both former positions.

4.6 General Security and Treasurer – UTU:

The incumbent UTU General Secretary and Treasurer shall fill this office. Prior to the first election of National Division officers, a vacancy in the office of General Secretary and Treasurer from the former UTU shall be filled by the members of the Executive Council from the ranks of the former UTU. At the first election of National Division officers, the offices of National Secretary-Treasurer – BLET and General Secretary and Treasurer - UTU shall be combined into one position, whose duties shall then include the duties of both former positions.

4.7 Vice President and National Legislative Representative – BLET:

The incumbent BLET Vice-President and National Legislative Representative shall fill this office. Prior to the first election of National Division officers, a vacancy in this office shall be filled by the BLET Alternate Vice-President and National Legislative Representative. At the first election of National Division officers, the offices of BLET Vice-President and National Legislative Representative, and UTU National Legislative Director shall be combined into one position, namely Vice- President and National Legislative Director, whose duties shall then include the duties of both former positions.

4.8 National Legislative Director- UTU:

The incumbent UTU National Legislative Director shall fill this office. Prior to the first election of National Division officers, a vacancy in this office shall be filled by the UTU Alternate National Legislative Director. At the first election of National Division officers, the offices of BLET Vice-President and National Legislative Representative, and UTU National Legislative Director shall be combined into one position, namely Vice- President and National Legislative Director, whose duties shall then include the duties of both former positions.

4.9 Canadian Legislative Director – UTU

The incumbent UTU Canadian Legislative Director shall fill this office. Prior to the first election of National Division officers, the Alternate Canadian Legislative Director shall fill a vacancy in the position of Canadian Legislative Director.

4.10 Vice Presidents – BLET:

The incumbent BLET Vice-Presidents shall fill these positions. Prior to the first election of National Division officers, a vacancy in these offices shall be filled by the BLET Alternate Vice-Presidents in the order of their incumbent ranking.

4.11 Vice-Presidents – UTU

The incumbent UTU Vice-Presidents shall fill these positions. Prior to the first election of National Division officers, a vacancy in these offices shall be filled by the UTU Alternate Vice-Presidents in the order of their incumbent ranking.

4.12 At the first election of National Division officers, the number of Vice-President positions shall be no more than sixteen (16). At the first election of National Division officers, eight (8) Vice-President offices will be elected from the ranks of the former BLET; and eight (8) [seven (7) US, one (1) Canada] will be elected from the ranks of the former UTU. Thereafter, at any subsequent election of National Division officers, the offices of Vice-President shall be elected from the combined membership of BLET-UTU.

4.13.1 Assistant to the National President-Yard masters:

(Who shall hold seniority as a Yardmaster.) The incumbent Assistant to the International President-Yard masters (UTU) shall fill this office. A vacancy occurring between elections of National Division officers in the position of Assistant to the International President-Yard masters will be filled by the incumbent UTU Alternate Assistant to the International President Yardmasters.

4.13.2 Assistant to the National President – Commuter

(Who shall hold seniority in Commuter service.) The incumbent Assistant to the International President- Commuter (UTU) shall fill this office. A vacancy occurring between elections of National Division officers in the position of Assistant to the International President-Commuter shall be filled by the incumbent UTU Alternate Assistant to the International President Commuter.

4.13.3 Assistant to the National President – Bus

(Who shall hold seniority in Bus service.) The incumbent Assistant to the International President- Bus (UTU) shall fill this office. A vacancy occurring between elections of National Division officers in the position of Assistant to the International President-Bus shall be filled by the incumbent UTU Alternate Assistant to the International President - Bus.

4.14.1 Alternate National Secretary-Treasurer

The incumbent BLET Alternate National Secretary -Treasurer shall fill this office. This position will be an open position at the first election of National Division officers.

4.14.2 Alternate Vice President and National Legislative Representative – BLET:

The incumbent BLET Alternate Vice-President and National Legislative Representative shall fill this office. Prior to the first election of National Division officers, a vacancy in this office shall be filled by the Executive Council from the ranks of the former BLET. At the first election of National Division officers, the offices of Alternate BLET Vice-President and National Legislative Representative, and Alternate UTU National Legislative Director shall be combined into one position, namely Alternate Vice- President and National Legislative Director, whose duties shall then include the duties of both former positions.

4.14.3 Alternate National Legislative Director - UTU:

The incumbent UTU Alternate National Legislative Director shall fill this office. Prior to the first election of National Division officers, a vacancy in this office shall be filled by the Executive Council from the ranks of the former UTU. At the first election of National Division officers, the offices of Alternate BLET Vice-President and National Legislative Representative,

and Alternate UTU National Legislative Director shall be combined into one position, namely Vice- President and National Legislative Director, whose duties shall then include the duties of both former positions.

4.14.4 Alternate Assistant to the International President -Yardmasters:

The incumbent UTU Alternate Assistant to the International President – Yardmasters shall fill this office. The Executive Council shall fill a vacancy occurring between elections in the position of Alternate Assistant to the International President-Yardmasters from the membership having seniority in Yardmaster service.

4.14.5 Alternate Assistant to the International President -Rail Commuter Service:

The incumbent UTU Alternate Assistant to the International President – Rail Commuter Service shall fill this office. The Executive Council shall fill a vacancy occurring between elections in the position of Alternate Assistant to the International President – Rail Commuter Service from the membership having seniority in Rail Commuter Service.

4.14.6 Alternate Assistant to the International President - Bus Department:

The incumbent UTU Alternate Assistant to the International President – Bus Department shall fill this office. The Executive Council shall fill a vacancy occurring between elections in the position of Alternate Assistant to the International President – Bus Department from the membership having seniority in the Bus Department.

4.15 The first National Convention of the BLET-UTU shall be held 12 months after the effective date of this Merger Agreement. All Locals as described in Section 8.2 of this agreement shall send their Delegate, as described, in Section 8.5 of this agreement.

4.15.1 The first and subsequent National convention(s) of the BLET-UTU shall nominate for election as required in Article 18 of the accompanying BLET-UTU Bylaws no less than the following National Union offices and their Alternates:

- a) National President
- b) Senior Vice President
- c) National Secretary-Treasurer
- d) National Legislative Director (US)
- e) National Legislative Director (Canada)
- f) Vice President [Eight (8) from the former BLET, Eight (8) from the former UTU, (seven (7) from US, one (1) from Canada]
- g) Assistant to the National President – Commuter Service
- h) Assistant to the National President – Yardmasters
- i) Assistant to the National President – Bus
- j) Assistant to the National President – AMTRAK

4.16 Assistant to the National President & Alternate – AMTRAK

(Who shall hold seniority in either engine or train service in AMTRAK.) The office of Assistant to the National President – AMTRAK and its' Alternate shall be filled by nomination and election from the first BLET-UTU National convention.

4.17 Nothing contained in this Section 4 shall restrict any eligible member of the new union, who was not a member of either of the former organizations as that phrase is used, from candidacy for or election to any office.

4.18 The sixteen (16) Vice-President offices must be elected equally from the former unions. Eight (8) must be filled by eligible members who were members of the former BLET; and eight (8) must be filled by eligible members who were members of the former UTU. Prior to the second convention, the Executive Council, in order to maintain officer or board positions reserved for each of the former organizations, shall fill vacancies not otherwise provided for, by appointment from the appropriate former organization.

4.19 At the second convention of the BLET-UTU, all offices are open to election of eligible members irregardless of their former membership.

4.20 The salaries of officers and exempt staff members of the BLET-UTU shall be set at the highest salary paid for comparable positions as of ~~XXXX~~, 200X, by either the Brotherhood of Locomotive Engineers & Trainmen or the United Transportation Union, but in no event shall any salary exceed the total compensation that position received prior to the unification of the former organizations. Allowances for expenses incurred while serving the BLET-UTU shall be established by the Executive Council.

4.20.1 Salary adjustments for National Union officers will be made in order to comply with the provisions of Article 33 of the accompanying Constitution. Such adjustments shall be effective when the officers who are nominated and elected from the first national election of BLET-UTU officers take their office.

4.18 The provisions of Section 4 shall not be amended prior to the second National convention of the BLET-UTU.

4.19.1 The Executive Council shall be composed of:

1. All full-time National officers consistent with Section 4 of this Agreement and provisions of the BLET-UTU Bylaws.
2. The Chairmen of each Regional General Chairmen's Association - BLE. In the absence of the Chairman, a representative designated by the Association will be the alternate.
3. The Chairman of each District General Chairmen's Association – UTU. In the absence of the Chairman, a representative designated by the Association will be the alternate.

4.19.2 After the consolidation of General Committees as accomplished per Section 10 of this agreement, the Regional General Chairmen's Associations will be represented on the Executive Council by their elected delegate in lieu of the Chairmen of such.

4.19.3 Until the second convention of BLET-UTU, actions taken by the Executive Council must have separate majority approval of the members of each craft.

●SECTION 5 – EMPLOYEES OF THE NATIONAL UNION

5.1 The purpose of this section is to provide for the protection of defined employees of the United Transportation Union and the Brotherhood of Locomotive Engineers and Trainmen, herein referred to as the "organizations," and to expedite the changes in services, facilities and operations involved in the unification of the organizations.

5.2 For the purpose of this Section the term "employees" is defined to mean all employees, not elected to an official capacity, and staff assistants of the organizations who are employed and/or staff assistants on the date immediately prior to the date the unification becomes effective.

5.3 On the date the organizations are united, the new Union will take into its employment all employees of the organizations employed on the date immediately prior to the unification, and who are willing to accept such employment. None of those persons accepting employment shall be placed in a worse position with respect to compensation, rules and privileges pertaining thereto, as a result of the unification. Employees hired after introduction of this initiative are excluded from the provisions of this section.

5.4 The new Union shall also take over, assume and continue the employment relationship of all employees on furlough or leave of absence and preserve their rights as they exist on the effective date of the unification subject, however, to the transfer of work and employees as hereinafter set forth.

5.5 The employees of the United Transportation Union at Cleveland are currently represented by the Office and Professional Employees' International Union, Local 17, AFL-CIO (Local 17), and the UTU and Local 17 currently have in place a collective-bargaining agreement which governs the terms and conditions of employment of UTU employees. Unification presents an accretion situation. As such, after the effective date of unification all "employees" as that term is defined in the National Labor Relations Act, 29 USC. ?152(3), shall be subject to the collective bargaining agreement and comply with its requirements and terms. All Cleveland employees, including those in exempt and excepted positions, shall be integrated on the seniority roster according to the date of hire with their respective organization.

5.6 All full-time officers of the BLET and UTU who are vested in their respective pension plans which are currently in place will receive their vested benefits upon their retirement. They will no longer accrue additional benefits after the date of implementation of this agreement. After implementation of this agreement, officers of BLET-UTU will receive no more and no less than the Pension Benefits of their membership.

5.7 The BLET-UTU shall adopt and preserve the officer and employee benefit plans, commonly known as 457 and 401 (k) plans, currently in place with the BLET's officers and employees.

●SECTION 6 – CRAFT AUTONOMY

6.1 Craft autonomy is the rule and guide of this Unification Agreement. All changes in working conditions that directly affect members of a Local, General Committee of Adjustment, and those involved in concerted National wage and rules movements must be approved by each craft directly affected. If more than one craft is directly affected by any change in working conditions, e.g. seniority, that change shall be determined by a separate majority, secret ballot vote as set in Article 19 of the accompanying BLET-UTU Bylaws, of the rank and file membership of each and every directly affected craft, and in the event any directly affected craft rejects the change, the matter shall remain unchanged. For the purpose of determining in which craft a member is eligible to vote, the assigned craft that member is working on the first day of the month proceeding ballot submission to the membership will establish his/her craft eligibility.

6.2 The BLET-UTU National Negotiating Committee ("Committee") will be responsible for bargaining on national issues. The Committee members shall be chosen in accordance with Article 93 of the BLET-UTU Constitution and shall include a representative (s) of each of the crafts affected by the national issues. Subject to any General Committee of Adjustment's right to opt to engage in local handling, the Committee will conduct the bargaining on behalf of each of the crafts and shall have the authority to reach tentative agreements. Any such tentative agreements shall be subject to rank and file approval on a craft-by-craft basis -- i.e., no tentative agreement shall be considered to be ratified unless a majority of the valid ballots cast by the members in each craft are in favor of ratifying. Such ratifying votes will be by secret ballot vote as required in Article 19 of the accompanying BLET-UTU Constitution. The National President may authorize a strike, under the provisions of Article 94 of the accompanying BLET-UTU Constitution, if national negotiations cannot be satisfactorily resolved.

6.3 In all collective bargaining processes, the objective of each craft shall be protected and advanced. In furtherance of this objective, craft autonomy will be honored in concerted movements or national handling by requiring membership ratification of national agreements by a majority secret ballot vote as required in Article 19 of the accompanying BLET-UTU Constitution of the participating memberships of each of the represented crafts.

6.4 Separate concerted craft movements on wages and rules will be permitted, but only if approved by a majority vote of the Executive Council.

6.5 For the first National Convention of the new organization, a majority of delegates from each of the former organizations must approve any and all matters coming before the convention except housekeeping matters, e.g. daily schedule.

6.6 The provisions of this Section may not be changed by the BLET-UTU except upon the approval of a majority secret ballot vote as required in Article 19 of the accompanying BLET-UTU Constitution of the members of each of the crafts represented by the new Union.

●SECTION 7 – CONSOLIDATION OF LOCALS

7.1 The BLET and UTU recognize that in order for the new Union to afford its members the best possible representation it will be necessary for all former Divisions and Locals to be unified.

Also, it may be necessary for new Locals to be established. So that this may be accomplished, the following principles shall be applicable:

7.2 On the effective date of the new organization, all subordinate Divisions and Locals of the BLET and UTU, respectively, shall become subordinate Locals of the new Union and continue to function as separate Locals under the applicable laws of the BLET-UTU, except as otherwise provided herein.

7.3 Each Local of the BLET-UTU will use the same supplies, equipment and reporting procedures as required under laws of their former organization until **Xxxx xx, 200X** or until new supplies and equipment are made available, whichever occurs first. Pending the issuance of new Charters and the assignment of new numbers to become effective **Xxxx xx, 200X**, Locals will retain their old Charters and will be identified by their former Division or Local number with the addition of prefixes "BLET" for former Brotherhood of Locomotive Engineer & Trainmen Divisions, and "UTU" for former United Transportation Union Locals.

7.4 Local's dues, assessments, salaries, allowances, etc., established by the former Divisions and Locals of the former separate organizations shall remain in effect subject to change as provided by terms of this Unification Agreement and the laws of the BLET-UTU.

7.5 All Officers of the former BLET Divisions and UTU Locals, including those of the Local Committees of Adjustment and Delegates, shall serve until their successors are elected and assume office as provided in **Section X.X** of this agreement.

7.6 Effective **Xxxx XX, 20XX**, [**Note: This date will be after the end date of the two year withdrawal period from Section 16.**] BLET Divisions and UTU Locals having approximately the same geographical and carrier jurisdiction shall consolidate into one new Local. Each new Local so formed will maintain, at least, separate Local Committees of Adjustment for each craft. Each consolidated Local will formulate by-laws at the time of consolidation. Such by-laws must be in conformity to the accompanying Constitution and shall be approved by the National President. Consolidation will be governed by procedures to be established by the Executive Council. After the expiration of thirty (30) months from the date of unification, a Local must have at least forty (40) full dues-paying members in order to retain its charter, subject to the applicable provisions of Article 33 of the accompanying BLET-UTU Constitution.

7.7 For the purpose of establishing geographical requirements for merging Divisions and Locals, those Divisions and Locals which are separated by more than 25 miles between their respective meeting places will not be required to merge.

7.8 Effective **April 1, 20XX**, a Local which does not retain jurisdiction for a craft of employees represented by the new Union will be dissolved without regard to Section 7.2 above.

7.9 When at any time after **Xxxxx xx 20XX**, a Local falls below the minimum number requirement (as per Section 7.6 above) the National President, shall make the determination concerning the consolidation (based upon geography, GCA affiliation, etc.) after receiving a written recommendation(s) from the involved General Chairperson(s) and the involved local.

7.10 When UTU Locals and BLET Divisions consolidate or dissolve, the responsible officers of each such Locals and Divisions shall prepare an audit and make orderly transfer of the members, funds, files, and property to the appropriate officer(s) of the Local to whom the members and properties are being transferred.

7.11 A Charter of a Local may be revoked or surrendered in accordance with provisions of the Constitution.

7.12 A minimum of fifty (50) full dues-paying members employed on a seniority district of a carrier may petition for a Charter for a Local, except where a Local of the new Union has been established, or has identical jurisdiction.

7.13 After the effective date of unification, Locals desiring to voluntarily consolidate prior to the 2-year mandatory deadline for such consolidation may do so by consolidation procedures to be established by the Executive Council.

7.14 This Section shall not be subject to change prior to the Second National Convention of the BLET-UTU.

7.15 Disputes arising from enactments of the provisions of this Section shall be appealed to the National President. Such appeals are subject to the provisions of Article 79 of the accompanying Constitution.

● **SECTION 8 – LOCAL COMMITTEES OF ADJUSTMENT**

8.1 On the effective date of the new organization, all Local Committees of Adjustment of the BLE and UTU shall become Local Committees of Adjustment of the subordinate Locals of the BLET-UTU and continue to function as separate Local Committees of Adjustment under applicable laws of the BLET-UTU, except as otherwise provided in Article 82 of the Constitution and this Section.

8.2 Officers of former BLET and UTU Local Committees of Adjustment shall serve until their successors are elected and assume office as provided in Article 53 of the Constitution of the BLET-UTU, except as otherwise provided in paragraph 9.5 of this Section.

8.3 On properties where former BLET or former UTU Local Committees of Adjustment were established, but did not hold a contract for any craft, such Committees shall be dissolved on [April 1, 200X](#).

8.4 Nothing in this Section shall prevent consideration for establishment of a Local Committee of Adjustment for a group of members at an outlying point.

8.5 On properties where UTU Local Committees of Adjustment have jurisdiction over the former UTU Agreements for firemen, hostlers, hostler helpers, and engine service trainees, such Local Committee of Adjustment shall be dissolved on [January 1, 200X](#), and their members and

jurisdiction shall be simultaneously transferred to the corresponding former BLET Local Committee of Adjustment.

8.6 Local Committees of Adjustment that are dissolved as a result of paragraph 8.5 above shall transfer any funds, property and grievances of such Committees to the Local Committee of Adjustment having jurisdiction.

8.7 Members of Local Committees, which are dissolved, will be transferred and thereafter pay dues and assessments of the Local Committee and Local Division to which they are transferred. Should ten (10) or more members, comprising not less than 25% of the members transferred, petition the Secretary of the Local Division to which transferred for a new election of the Local Committee of Adjustment for their craft, an election will be held in accordance with the provisions of the Bylaws of the BLET-UTU.

Example: Upon the effective date of unification, where a Local Committee has jurisdiction of the craft of firemen, hostlers, hostler helpers, and engine service trainees, and as a result of the provisions of Section 8.5, such Local Committee's jurisdiction is transferred to another Local Committee of Adjustment, such former Local Committee will be dissolved as described above.

8.8 By **April 1, 200X**, dues, assessments, salaries, expense allowances, etc., shall be established for Local Committees of Adjustment of former BLET Divisions and thereafter be subject to change as provided by the laws of the BLET-UTU. The dues, assessments, salaries, expense allowances, etc., of the former UTU Local Committees of Adjustment shall remain in effect, subject to change as provided by the laws of the BLET-UTU.

● **SECTION 9 – GENERAL COMMITTEES OF ADJUSTMENT**

9.1 On the effective date of the new organization, all General Committees of Adjustment of the BLET and UTU shall become General Committees of Adjustment of the BLET-UTU and continue to function as separate General Committees of Adjustment under applicable laws of the BLET-UTU, except as otherwise provided in Article 83 of the Constitution and this Section.

9.2 Officers of the former BLET and UTU General Committees of Adjustment shall serve until their successors are elected and assume office as provided in Article 83 of the Constitution of the BLET-UTU, except as otherwise provided in paragraphs 9.3 and 9.4 of this Section.

9.3 On properties where former BLET and/or UTU General Committees of Adjustment were established but did not hold a contract for any craft, such Committees shall be dissolved effective **Xxxxx xx, 200X**. Any funds and properties of such Committees shall be transferred to the accounts of the remaining General Committee(s) of Adjustment of the new Union having jurisdiction on the property. Any deficit account shall not be assumed by the remaining General Committee(s) of Adjustment. All grievances being handled by the dissolved Committee shall be transferred to and processed by the remaining General Committee(s) of Adjustment.

9.4 Effective **Xxxxx xx, 200X**, on properties where former BLET General Committees of Adjustment are established and hold a contract for the craft of locomotive engineers, and former

UTU General Committees hold jurisdiction for the craft(s) of firemen, hostlers, hostler helpers, and/or engine service trainees, jurisdiction over the craft(s) of firemen, hostlers, hostler helpers, and/or engine service trainees and members working in said crafts will be transferred to the (former BLET) General Committees of Adjustment in accordance with the provisions of the Constitution. If the former UTU General Committee holds jurisdiction over said crafts only, it will be dissolved upon the transfer specified herein.

9.5 General Committees of Adjustment that are dissolved as a result of paragraph 9.4 above, shall transfer any fund, property and grievances of such Committee to the accounts of the General Committee of Adjustment having jurisdiction on the property. The BLET-UTU Committee of Adjustment having jurisdiction shall not assume a deficit account of the General Committee of Adjustment being dissolved.

9.6 Dues, assessments, salaries, expense allowances, etc., established by former BLET and UTU General Committees of Adjustment will remain in effect, subject to change as provided by the laws of the BLET-UTU.

9.7 Prior to the Second National Convention of the BLET-UTU and after the applicable Locals have consolidated as per Section 7 of this agreement, BLET and UTU General Committees having approximately the same geographical and carrier jurisdiction MUST consolidate into one new General Committee of Adjustment. This consolidation will be done at a meeting of all GCA delegates from the newly merged locals. Consolidation will be governed by procedures to be established by the Executive Council.

9.8 Within twelve (12) months after consolidation each General Committee of Adjustment must establish and subsequently maintain an Internet website which MUST contain at least:

1. All applicable agreements that that GCA's members work under. The agreements must be in .pdf format and available for download by the membership.
2. An Internet link to arbitration and Public Law Board awards.
3. The By-laws of the GCA and all subordinate Locals.
4. A secure (password protected) email list server for all constituent members.
5. Secure online access to claims and grievances for all constituent members. Past and current disposition of these claims will be indicated.
6. Contact information for all GCA officers.

9.9 Craft autonomy being of the utmost importance, Section 6 of this agreement and Article 81 of the accompanying Constitution shall be the rule and guide in all GCA deliberations, representations, negotiations and actions.

● **SECTION 10 – LOCAL LEGISLATIVE REPRESENTATIVE**

10.1 Each Local shall have a Legislative Representative who shall be a member of the appropriate Legislative Board in the State, District, or Province.

10.2 Where a Local has no Legislative Representative as of the date of unification, an election shall be held as soon thereafter as possible to fill such office.

●SECTION 11 – LEGISLATIVE BOARDS

11.1 On the effective date of unification, the BLET and UTU Legislative Boards shall become State, District of Columbia, or Provincial Legislative Boards of the BLET-UTU, and their respective officers shall be the Executive Committees of such Boards.

11.2 Prior to the Second National Convention of the BLET-UTU and after the applicable Locals have consolidated as per Section 7 of this agreement, BLET and UTU State, District or Provincial Legislative Boards MUST consolidate into one new Board. This consolidation will be done at a meeting of all Legislative Representatives from the newly merged locals. Consolidation will be governed by procedures to be established by the Executive Council.

11.3 Officers of the former respective Legislative Boards shall serve until their successors are elected and assume office as provided in Articles 95 and 100 of the BLET-UTU Constitution.

11.4 In States, Provinces or the District of Columbia in which more than one (1) Legislative Board is located, each Board and officers of the Executive Committee shall remain intact and shall function as separate bodies until consolidation as described in this Section.

11.5 Assessments on the individual members in each State, District, or Province will be an amount sufficient to meet the needs of the Boards. Such assessments shall be set by the individual Boards.

11.6 In the event a dispute arises among two Boards within a State, Province or the District of Columbia with respect to endorsement of political candidates or legislative programs involving the welfare of the members of the new Union, such disputes will be submitted to the National President.

11.7 In States, Provinces or the District of Columbia when there is only one (1) Board at the date of unification, all members of Locals chartered in the State, District, or Provinces shall be subordinate to that Board.

11.8 Upon the reorganization of Legislative Boards at the first triennial meeting, the provisions of Section 11.1 shall become void, after which the Boards shall be governed by the applicable provisions of the BLET-UTU Constitution.

●SECTION 12 - UTUIA

12.1 The United Transportation Union Insurance Association as an entity shall not be included in the new organization, and the United Transportation Union Insurance Association's assets and properties shall not be deemed to be assets and properties of the new organization.

12.2 Conversely, any debts, liabilities or obligations incurred by the United Transportation Union Insurance Association prior to the effective date of the new organization, or which may be incurred by the United Transportation Union Insurance Association after the effective date of the new organization, shall remain exclusively the debts, liabilities and/or obligations of the United Transportation Union Insurance Association. The new organization shall not be deemed to have assumed any of the United Transportation Union Insurance Association's debts, liabilities or obligations.

●SECTION 13 – PEER REVIEW BOARD, APPEALS AND DISPUTES

13.1 Within 90 days of the effective date of this agreement, each UTU Local and BLET Division shall appoint or elect one member whose name will be placed in a pool for selection to serve on the Peer Review Board of the BLET-UTU. Such member must be eligible as prescribed in Article 32 d) of the accompanying Constitution.

13.2 20 names will be selected at random from the pool of names to constitute the Peer Review Board. Such Peer Review Board shall function as required in Article 32 of the accompanying Constitution.

13.3 Such Peer Review Board will serve to hear appeals per Article 79 of the accompanying Constitution until a Peer Review Board can be selected at the first Convention of BLET-UTU.

13.4. Any decision, with respect to the interpretation or application of any of the provisions of this Unification Agreement by the National President, may be appealed to the Peer Review Board, provided such appeal is filed within ninety (90) days of such interpretation or application.

13.5 Appeals must be submitted to the General Secretary and Treasurer, and must include a statement of all relevant facts and circumstances.

13.6 The National President shall convene the Peer Review Board to consider an appeal under Section 14.4 of this agreement within sixty (60) days from receipt thereof.

SECTION 14 – UNIFICATION AGREEMENT PREVAILS

14.1 The BLET and UTU have agreed to unite and form a united labor union upon the terms and conditions contained in this Unification Agreement. The terms and conditions of unification have been carefully formulated to protect the present and future interests of each organization and the employees represented by them, as well as to permit the BLET-UTU to function as an efficient and effective single organization so as to accomplish the purposes of unification. The Unification Agreement is, therefore, made a condition of the unification.

14.2 The provisions of this Unification Agreement shall not be subject to modification or repeal by Initiative of the membership or by action of the delegates to any convention until the second convention, except as provided in this Unification Agreement.

14.3 In the event there is any conflict between the provisions of the Unification Agreement and the provisions of the Constitution of BLET-UTU, the provisions of this Unification Agreement shall prevail.

14.4 In the event there is any conflict between the provisions of this Unification Agreement or the provisions of the accompanying BLET-UTU Constitution and the provisions of the Constitution of the IBT, the provisions of this Unification Agreement and the accompanying BLET-UTU Constitution shall prevail.

14.5 This agreement, signed this **XXXX X, XXXX**, shall not become effective until adopted as provided in Section 1.

SECTION 15 – IBT

15.1 The General Executive Board of the IBT must approve of entry of BLET-UTU into the Rail Conference Division of the IBT. Such approval will afford, without amendment, all provisions of the IBLE/IBT merger agreement to this merger agreement and to the BLET-UTU, except as specifically modified in this agreement.

15.2 Initiation fees, dues, and any other financial obligations between and among the BLET-UTU and its subordinate bodies shall continue as before the merger. The BLET-UTU shall pay a monthly per capita to the IBT International Union which shall be set for the three classes of members within the BLET-UTU (Engineers, Trainmen, Members under non-standard contracts) based upon the average hourly wage rate for each class - engineers (based on national contract rates), trainmen, non-standard. The average hourly rate will be recalculated in December of each year for each class and the per capita (calculated in accord with Article X of the IBT Constitution for each class) will become applicable the following January. It is the intent of the parties that this per capita will be paid by the BLET-UTU National Division and will not be passed on to members in the form of a dues increase or to Local Divisions or other subordinate bodies within the BLET-UTU.

15.3 In order to insure that BLET-UTU will be able to pay the per capita due to the IBT during the period from January 200X through December 200X, the IBT agrees to pay all AFL-CIO, TTD and Rail Labor Division per capita on behalf of BLET-UTU; to assume responsibility for the salaries and certain fringe benefits for one auditor, one education training coordinator and one full-time organizer; to fund certain temporary organizers to assist BLET-UTU in BLET-UTU and joint organizing campaigns, which funds are currently provided directly by the UTU and the BLET; to provide office space in the IBT Headquarters Building for the BLET-UTU Washington Office including the National Legislative Office; to bear the expense for publishing the BLET-UTU quarterly magazine and the BLET-UTU newsletter; and to subsidize BLET-UTU expenses for outside legal counsel. Members within the BLET-UTU shall participate in the

IBT Strike and Defense Fund to the same extent as any other member of the IBT. A Joint Committee on Finances will be formed to reach a similar agreement to fulfill the intent of the parties that the cost of per capita due on and after January 1, 200X, will not be passed on to members in the form of a dues increase or to Local Divisions or other subordinate bodies within the BLET-UTU.

●SECTION 16 – WITHDRAWAL

16.1 Either union, BLET or UTU, may withdraw from this merger at any time during the period from **January 1, 200X**, through **December 31, 200X**.

16.2 The BLET may enact this withdrawal by,

- a) Either (a) a 2/3 majority vote of the former BLET members of the BLET-UTU Executive Council and (b) the withdrawal is subsequently approved by a majority vote of the former members of the BLET voting in a referendum as prescribed in Article 19 of the accompanying constitution..
- b) Or, by means of an Initiative, which is originated by and voted by former BLET members, as prescribed in Article 20 of the accompanying by-laws.

16.3 The UTU may enact this withdrawal by,

- a) Either (a) a 2/3 majority vote of the former UTU members of the BLET-UTU Executive Council and (b) the withdrawal is subsequently approved by a majority vote of the former members of the UTU voting in a referendum as prescribed in Article 19 of the accompanying constitution..
- b) Or, by means of an Initiative, which is originated by and voted by the former UTU members, as prescribed in Article 20 of the accompanying by-laws.

16.4 Members who joined the BLET-UTU after the effective date of this merger shall have no designation of former membership in either the BLET or UTU. Such non-designated members shall be eligible to vote and otherwise participate in any withdrawal referendum or initiative, irregardless, whether it is enacted by former BLET members or by former UTU members.

16.5 Should a majority vote approve a withdrawal from this merger, such withdrawal shall be effective no later than 90 days after the majority vote. Any disputes concerning the terms of withdrawal shall be initially submitted to the former BLET National President and the former UTU International President, and any agreed upon resolution shall be subject to approval by the Executive Council officers of both former unions. Any dispute concerning the terms of withdrawal which cannot be resolved shall be promptly submitted to a mutually agreeable neutral third party.

●SECTION 17 – SAVINGS CLAUSE

17.1 The fact that any provision of this Merger Agreement is held illegal or unenforceable by a court or other tribunal of competent jurisdiction shall not affect the validity or enforceability of any other severable portion of this Agreement.

17.2 The parties shall have the power to correct any typographical, grammatical or punctuation errors in any of the documents involved in this Merger, provided that any such change must be consistent with the spirit and intent of the provision involved.