BYLAWS

GENERAL COMMITTEE OF ADJUSTMENT

of the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

UNION PACIFIC RAILROAD
SOUTHERN REGION

Revised and effective June 1, 2012 in Fort Worth, Texas
(Approved by the BLET ND June 14, 2012)

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ARTICLE I
Structure

1. This Committee shall be known and designated as the Brotherhood of Locomotive Engineers and Trainmen, Union Pacific Railroad Company - Southern Region, General Committee of Adjustment, (BLET UPSR GCA) and consist of the territories listed below:

The DFW, Longview, Houston and San Antonio Hubs bordered on the:
   West by Alpine, Eagle Pass and Toyah, Texas;
   Northwest by Childress, Texas;
   Northeast by McAlester, Oklahoma;
   North by Wichita and Winfield, Kansas (not including);
   North by Texarkana, Texas;
   East by Shreveport, Alexandria (not including) and New Orleans, Louisiana;
   South by Laredo, Eagle Pass, Brownsville, Corpus Christi and Galveston, Texas;

The area bordered on the:
   North by Coffeyville and Parsons, Kansas;
   East by Van Buren, Arkansas;
   South by McAlester, Oklahoma;

and shall include all main and branch lines, industrial leads and stations within the territories herein identified.

2. The Officers of this General Committee shall be the General Chairman, First Vice General Chairman, Second Vice General Chairman, Third Vice General Chairman, Fourth Vice General Chairman, Secretary-Treasurer, Alternate Secretary-Treasurer, First Alternate Vice General Chairman and Second Alternate Vice General Chairman.

3. The Members of the Brotherhood of Locomotive Engineers and Trainmen on all lines constructed or absorbed by the Union Pacific Railroad within the Southern Region territory and coming under the jurisdiction of its management shall conform to the laws, rules, and regulations of this General Committee of Adjustment (GCofA).

4. Except as provided herein, the business of this GCofA will be governed by the Constitution of the International Brotherhood of Teamsters, and the Bylaws and the Rules of Order – Divisions, General Committees of Adjustment and Legislative Boards of the Brotherhood of Locomotive Engineers and Trainmen, all of which shall take precedence in the event of a conflict with these Bylaws.

ARTICLE II
Meeting Time and Place

1. This GCofA shall meet quadrennially at a time and place designated by the General Chairman.

2. Special Sessions of this GCofA shall meet at a time and place designated by the General
Chairman. Should a majority of the Divisions of this GCofA instruct the General Chairman to convene such a Session, he shall do so without delay.

3. In the case of an emergency, the Executive Committee is empowered to convene the GCofA when, in its judgment, it is absolutely necessary.

4. All Delegates of this GCofA shall be notified at least 90 days prior to the quadrennial meeting date. Such notification shall be made via a certified mail delivery service.

**ARTICLE III**

**Formation of Committee**

This GCofA shall be formed by each Division sending their duly elected Delegate/s to represent its interests in the GCofA. A majority of the Delegates of this Committee, while in session, shall constitute a quorum.

**Order of Business**

1. Call Meeting to Order
2. Invocation
3. Roll Call of Delegates and Officers
4. Appointment of Credentials Committee:
5. Report of Credentials Committee
6. Appointment of Standing Committees:
   a. Finance / Audit / Salaries
   b. Bylaws
   c. Resolutions
7. Report of Secretary-Treasurer
8. Report of General Chairman
9. Reports of Divisions and Grievances
10. Unfinished Business
11. Reports of the Standing Committees
12. Nominations and Election of Officers
13. New Business
14. Closing Comments and Adjournment

**ARTICLE IV**

**Nomination and Election of Officers**

1. The General Chairman, First Vice General Chairman, Second Vice General Chairman, Third Vice General Chairman, Fourth Vice General Chairman, Secretary-Treasurer, Alternate Secretary-Treasurer, First Alternate Vice General Chairman and Second Alternate Vice General Chairman shall be elected by Delegates assembled in quadrennial session to serve for a period of four (4) years, except as provided in Sections 23(a), (b) and (c) – General Committee Rules, or until their successors are elected and qualified.
2. The General Chairman, First Vice General Chairman, Second Vice General Chairman, Third Vice General Chairman, Fourth Vice General Chairman and Secretary-Treasurer shall constitute the Executive Committee. All Officers of the GCofA shall assume the station and duties pertaining to their respective offices immediately upon their installation, and they shall continue to serve until such time as their successors shall be regularly elected and installed according to the laws governing same.

3. Nominations for Officers may be made verbally from the floor of the GCofA. Each nomination speech, including the seconding of a nomination, must not consume more than two (2) minutes.

4. Any Member of the BLET in active service, as provided in Section 25(b) - Local Division Rules, shall be eligible to fill the Offices of General Chairman, Vice General Chairmen, Alternate Vice General Chairmen, Secretary-Treasurer or Alternate Secretary-Treasurer. No more than one (1) Office of this GCofA can be held by any one person at any one time.

5. Eligibility to be nominated and run for a GCofA Office will be determined by the applicable provisions of the IBT Constitution (See Section 1-National Division Rules Note and Paragraph 6.7 and 6.8 of the IBT/BLE Merger Agreement.) Potential candidates for GCofA office are urged to verify their eligibility through their Division Secretary-Treasurer before nominations and elections are held.

6. At each meeting of the GCofA, a location will be designated by the General Chairman as the voting spot. Each Delegate shall go to that spot, cast their ballot in secret and drop it in a box provided for that purpose.

7. In the election of GCofA Officers, a written ballot must be used with a majority of the votes cast necessary to fill that elected position. If after fifteen (15) ballots have been taken and no candidate has received a majority of votes cast, the names of those two (2) candidates receiving the highest number of votes shall be arranged alphabetically on a ballot which will be submitted via a referendum election of the active membership of this GCofA. The mailing of ballots is to occur within thirty (30) days. The candidate receiving the highest number of votes will be declared elected and immediately assume the duties of the Office to which they have been elected.

8. After ballots are counted, they shall be sealed and placed in charge of the Secretary-Treasurer to be filed with GCofA papers in his care.

ARTICLE V

Duties of the General Chairman

1. It shall be the duty of the General Chairman to devote his whole time to the interest of the Members of the BLET under the jurisdiction of this GCofA. He shall preside at all meetings of the GCofA, preserve order, and at all times strive to handle the business before the GCofA in such a manner as will best promote the welfare and the advancement of the Brotherhood. New business properly submitted to the GCofA by Divisions under Section 31 - General Committee Rules of the BLET Bylaws will be acted upon by the General Chairman within 45 days of the receipt of the same. In cases of tie votes, he will have the deciding vote, except in the election of Officers. The General Chairman’s quarterly report shall include a financial statement for that period.
2. The General Chairman shall be bonded in accordance with Article X, Section 7(a) of the IBT Constitution, and any associated expense shall be paid by the GCofA.

3. It shall be the duty of the General Chairman at each regular session of the GCofA to make a summary report of the number of discipline cases settled and pending, with necessary remarks. He will make a report to the GCofA in session of items not completed and carried out from the last session of this GCofA.

4. The General Chairman shall have the authority to employ whatever personnel he deems necessary to work in the office or assist this GCofA and set the salary of said employees, subject to the approval of the Executive Committee.

5. The General Chairman shall attend quadrennial National Division Conventions of the BLET and quinquennial Conventions of the IBT, when it is possible for him to do so. If unable to attend, he shall notify the Divisions under his jurisdiction.

6. The General Chairman may request Division(s) to order a special or town hall meeting in advance of his visit.

7. In the event the General Chairman’s position is vacated account of death or otherwise, ARTICLE VIII, Vacancies and Succession of Officers, Item 2 of these Bylaws will govern.

**ARTICLE VI**

**Duties of Vice General Chairmen**

1. It shall be the duty of the First Vice General Chairman to attend to the door at all meetings of the GCofA. He is to see that none gain admission except duly qualified Delegates and/or Members, Officers of the BLET National Division and/or this GCofA or any others who have the permission of the General Chairman to be present.

2. The First, Second, Third, and Fourth Vice General Chairman, when so ordered by the General Chairman, will be vested with full power to settle any grievance that may properly come before him as well as perform and report on any duties as he may be assigned.

3. In the event of a vacancy in the Second Alternate Vice General Chairman’s position between regular sessions of the GCofA account of death or otherwise, the General Chairman, with the concurrence of the Executive Committee, shall fill the vacancy by appointment until the next quadrennial meeting of the GCofA.

**ARTICLE VII**

**Duties of the Secretary-Treasurer**

1. It shall be the duty of the Secretary-Treasurer to keep a correct record of all meetings of the GCofA and to furnish a copy of the proceedings to the National President, General Chairman and all Divisions of the GCofA. He will provide Divisions notice of all dues assessments applied.
2. The Secretary-Treasurer shall receive all monies and pay out the same on order of the General Chairman. At each quadrennial or special meeting of the GCofA and/or at the close of his term, he will submit his accounts to an Auditing Committee appointed by the General Chairman. He shall be bonded as required by law, the expense of which shall be paid by the GCofA. He shall arrange to have the monthly bank statements delivered directly to the General Chairman for his review. He shall render a quarterly, itemized financial report of all GCofA receipts and disbursements to the General Chairman and each Division. He shall render an annual itemized report of all monies received and disbursements made and submit same to the General Chairman and National President. At the expiration of his term of office, he shall deliver to his successor all books, papers, files, equipment and funds of the GCofA.

3. All funds of the GCofA shall be on deposit in a financial institution selected by the Secretary-Treasurer. The Secretary-Treasurer, with the concurrence of the Executive Committee, shall be permitted to place a portion of GCofA funds in a reputable investment venue for the purpose of maximizing interest and return on those funds.

4. In the event of a vacancy in the office of Secretary-Treasurer, the Alternate Secretary-Treasurer shall assume the duties of Secretary-Treasurer.

5. In the event of a vacancy in the office of the Alternate Secretary-Treasurer between regular meetings of the GCofA, the General Chairman, with the concurrence of the Executive Committee, shall fill that vacancy by appointment until the next quadrennial meeting of this GCofA.

ARTICLE VIII

Vacancies and Succession of Officers

1. First Vice General Chairman to: General Chairman
   Second Vice General Chairman to: First Vice General Chairman
   General Chairman
   Third Vice General Chairman to: Second Vice General Chairman
   First Vice General Chairman
   General Chairman
   Fourth Vice General Chairman to: Third Vice General Chairman
   Second Vice General Chairman
   First Vice General Chairman
   General Chairman
   First Alternate Vice General Chairman to: Fourth Vice General Chairman
   Third Vice General Chairman
   Second Vice General Chairman
   First Vice General Chairman
   General Chairman
Second Alternate Vice General Chairman to:  First Alternate Vice General Chairman
Fourth Vice General Chairman
Third Vice General Chairman
Second Vice General Chairman
First Vice General Chairman
General Chairman

2. Should the Office of General Chairman become permanently vacated by death or otherwise, the Vice and Alternate Vice General Chairmen, in order of succession outlined above, will be offered the opportunity to assume the temporary position of Acting General Chairman. If presented with this opportunity, each may choose to accept or to pass on assuming that position in the order of succession set forth above. For any that choose to pass on the position, it will be permissible for them to continue in their current elected position.

   a) The Acting General Chairman’s position will be for a period of thirty (30) days. If not contested, as provided below, the GCofA Officer serving in that temporary capacity will thereafter assume the office of General Chairman.

   b) If, within the thirty (30) day period noted above, a majority of the Delegates to this GCofA notify the Secretary-Treasurer in writing that they contest the Acting General Chairman becoming General Chairman, the Executive Committee will convene a Special Session of this GCofA without delay at a location of their choosing solely for the purpose of electing a new General Chairman.

   c) The written notification referred to above must be postmarked within thirty (30) days from the date of the notification from the GCofA Secretary-Treasurer to Division Presidents and Delegates that a successor has accepted the vacated General Chairman’s position.

   d) In the event none of the Vice or Alternate Vice General Chairmen accepts the position of General Chairman, the First Vice General Chairman will serve as Acting General Chairman and the Executive Committee will convene a Special Session of this GCofA without delay at a location of their choosing solely for the purpose of electing a new General Chairman.

   e) The GCofA shall not convene a Special Session for the purposes of electing a General Chairman, as noted above, if such a vacancy occurs within six (6) months of the quadrennial meeting. In such cases, the Acting General Chairman will continue to serve as such until the next meeting of this GCofA.

   f) In the application of paragraphs b) and d) above, the Executive Committee may, alternatively, elect to convene the GCofA via telephone conference call for the purpose of taking nominations for the office of General Chairman. Should only one (1) nomination be made, the Acting General Chairman shall cast a ballot to elect the candidate by acclamation and he shall immediately assume the office. If more than one (1) name is placed in nomination, not more than five (5) days following the convening, the Secretary-Treasurer shall prepare a ballot listing the nominees in alphabetical order, which shall be sent via Certified US Mail, return receipt requested, to each Delegate entitled to vote at their last known mailing address; the ballot shall include a
secrecy envelope along with a larger envelope having first class postage affixed thereto and preaddressed to the office of the Secretary-Treasurer. Ballots shall be counted by the Acting General Chairman and the Secretary-Treasurer on the first business day following the date by which ballots must be returned, and a majority of the ballots returned shall be required for election. If no candidate receives a majority, the two (2) candidates receiving the highest number of votes will participate in a runoff election in the manner prescribed in this paragraph. If no candidate receives a majority as a result of the runoff election the names of the two (2) candidates will be submitted to the membership in the manner prescribed by Article IV, Section 7.

**ARTICLE IX**

**Grievances – HowHandled**

1. Any change desired in the schedule agreement and all issues that are to come before the GCofA, while in session, must be forwarded to the General Chairman in writing by the Division desiring same at least forty-five (45) days before the GCofA is to meet, when it is practicable to do so. All other new business will be handled in accordance with Section 31 - General Committee Rules of the BLET Bylaws.

2. Copies of such resolutions sent to the General Chairman shall be furnished other Divisions within the GCofA prior to the opening date of a quadrennial session.

3. The General Chairman shall have the affected Local Chairmen present at all meetings of the carrier in connection with merger implementing agreements or interdivisional agreements that propose to run through an established home terminal. Such meetings will be arranged, if practicable, to occur at a location within the affected area of the proposed merger implementing agreements and/or interdivisional agreements.

4. Local Chairmen called in under this Section will be reimbursed one-half (1/2) the reasonable and necessary expenses submitted to the GCofA, with reimbursement of the remainder being the responsibility of the Local Division. The portion of salary payable by the GCofA is not to exceed one-half (1/2) of a GCofA Delegate rate.

**ARTICLE X**

**Salaries**

1. The Delegates in session at a GCofA meeting shall have the power to determine the rate of pay and conditions of expense reimbursement for all elected GCofA Officers and Delegates attending the GCofA meeting, as well as BLET Members working for the GCofA.

2. **General Chairman:**

   a) Effective June 1, 2012, the General Chairman shall receive for his services a salary of $11,266.34 per month, paid semi-monthly, as well as be reimbursed for any reasonable and necessary expenses incurred while representing the GCofA, but only when supported by receipts submitted with the request for reimbursement. Should Engineers be granted an additional percentage pay increase or decrease and/or lump
sum payment in connection with any local and/or national wage movement, the General Chairman shall be given a proportionate increase/decrease and/or the same payment. Should BLET Engineers represented by this GCofA enter into a “bonus plan” or “profit sharing” arrangement with the railroad, the General Chairman will, where it concerns the risk and reward terms of such plan, participate in similar fashion as do the BLET Engineers.

b) The General Chairman shall be allowed the maximum permissible annual vacation with pay as granted BLET Engineers of his seniority standing by the controlling vacation agreement. Earned vacation must be taken annually and no pay shall be allowed in lieu of vacation except leaving office through retirement, death or otherwise. In order to allow the General Chairman the necessary flexibility to schedule his vacation with other commitments, he may take vacation at his discretion and in any increment of days up to the maximum number of days for which he qualifies under the agreement.

c) Premiums for Health and Welfare benefits for the General Chairman and his dependents will be paid by the GCofA. In addition, BLET Short Term Disability premiums for the General Chairman will be paid by the GCofA. Both the above benefits will be comparable to those the railroad is required to provide for active BLET Engineers. The General Chairman will be required to pay the same Health and Welfare cost-sharing amount (currently $200 per month, and $198 per month effective July 1, 2012 through June 30, 2016) as are active BLET Engineers.

3. **Vice General Chairmen:**

   a) When attending the GCofA in session, all non-salaried Vice General Chairmen shall be paid the same salary and expenses as a Delegate to the GCofA.

   b) Between sessions of the GCofA, the General Chairman will have the authority to utilize and employ the Vice General Chairmen in whatever capacity he deems beneficial to the interests of this GCofA.

   c) Vice Chairmen serving in less than a full-time capacity will be paid the GCofA Delegate rate of pay for all days authorized by the General Chairman.

4. **Secretary-Treasurer:**

   a) Effective June 1, 2012, the Secretary-Treasurer shall receive a monthly salary of $2835, representing seven (7) days’ work, paid semi-monthly. Should additional days be needed, they will be paid upon the authorization of the General Chairman. In addition to the regular monthly salary noted above, when the GCofA is in session the Secretary-Treasurer shall be paid the same salary and expenses as a Delegate to the GCofA.

   b) Should BLET Engineers be granted an additional percentage pay increase/decrease in connection with any local and/or national wage movement, the salary of the Secretary/Treasurer shall be given a proportionate increase/decrease.

   c) The Secretary/Treasurer shall be reimbursed for any incidental travel and/or office expenses incurred, but only when supported by receipts submitted with the request for reimbursement.
5. **Delegates:**

a) The rate of pay for Delegates attending the 2012 quadrennial GCofA meeting shall be $405 per day for each day the GCofA is actually in session, plus reasonable and necessary expenses, but only when supported by receipts submitted with the request for reimbursement.

b) Should Engineers be granted an additional percentage pay increase or decrease in connection with any local and/or national wage movement, the Delegate daily rate of pay may be given a proportionate increase/decrease, subject to the approval of the Executive Committee.

c) Effective July 1, 2012, all GCofA Delegates and Executive Committee Officers attending regular or Special Session meetings of the GCofA shall be allowed one (1) day for traveling to and one (1) day for traveling from the GCofA meeting at the then current Delegate daily rate. In addition, auto mileage shall be allowed at the maximum effective IRS rate or the cost equivalency of a twenty-one (21) day advance purchase airfare, whichever is less. Special travel circumstances will be addressed by the Executive Committee.

6. **Members:**

a) Between sessions of the GCofA, the General Chairman will have the authority to utilize and/or employ BLET members in whatever capacity he deems beneficial to the interests of this GCofA.

b) BLET Members called upon to assist the General Chairman on a daily or temporary basis shall be paid at the GCofA Delegate rate of pay for all days authorized by the General Chairman.

**Vacations Qualifications and Pay**

1. GCofA Officers and BLET Members working full-time for the GCofA in a given year, or to an extent that precludes their qualifying for a vacation with the railroad in that year, shall be allowed the maximum permissible vacation with pay for which they would qualify under the controlling vacation agreement governing BLET Engineers.

2. GCofA Officers and BLET Members earning $3000 or more in the employ of the GCofA in a given year and who earn a vacation working for the railroad in that same year, will be made whole in their vacation pay.

Example: A GCofA Officer or BLET Member, who qualifies for a paid vacation with the railroad in year 2013, earns $3000 or more in the employ of the GCofA in year 2012. In year 2013, he would be entitled to pay from the GCofA for one fifty-second (1/52) of his 2012 GCofA earnings ($57.69 per week) for each week of vacation he qualifies for in year 2013.
401(k) Plan

1. Startup, maintenance and employer contribution costs of a 401(k) plan for the GCofA Officers and office staff shall be underwritten by the GCofA.

2. Selection of the 401(k) Plan vendor is the responsibility of the Executive Committee and will be reviewed periodically to insure it is being handled properly and is the most effective plan available.

ARTICLE XI

Dues and Assessments

1. The GCofA dues structure will be determined by the Delegates in session at each quadrennial meeting.

2. Effective June 1, 2012, an assessment of $44.00 per month will be levied on all Union Pacific Southern Region Members having seniority as a locomotive engineer, as provided in Section 29 - General Committee Rules “Expense of Committee”, (except as provided in Section 47 - Local Division Rules “Members in Arrears”) Members who do not have seniority as a locomotive engineer will be required to pay $29.00 per month. Members working as a fireman-in-training (FIT) will be required to pay $1.00 per month for a six (6) month period beginning with the first full month they are working as an FIT. The assessments shall be collected and paid monthly to the Secretary-Treasurer of the GCofA, who will pay all salaries and legitimate expenses of the GCofA.

3. Between regular GCofA meetings, the above GCofA dues assessment may be adjusted proportionately to any scheduled percentage wage increase/decrease provided BLET Engineers in any local/on-property and/or national wage movement. Any such proportionate adjustment applied shall be rounded to the next whole dollar (i.e. $0.49 or less will round down and $0.50 or more will round up). The actual or unrounded dues amount will be used when computing any future dues adjustments applied. Cost of Living Adjustments (COLA) will not have any effect on GCofA dues.

4. The fiscal year of the GCofA shall be from January 1st to December 31st inclusive.

5. The average monthly balance in the GCofA treasury is to be of a sufficient amount to cover all salaries and legitimate expenses, both known and anticipated, and sufficient cash reserve for future negotiation as well as the anticipated expense associated with the next GCofA meeting. When, in the opinion of the GCofA Secretary-Treasurer, the income in the form of membership dues is not sufficient to cover the above expenses, the Executive Committee shall be empowered to levy a special assessment, which may remain in effect until the next GCofA meeting.

6. The Executive Committee reserves the right to determine whether proportionate dues increases will be applied and is authorized to adopt a Travel and Expenses Policy, and to revise it periodically, as may be necessary.
ARTICLE XII

Rules of Order

1. No request for rulings, interpretations or understandings of the BLET collective bargaining agreement will be entertained by the GCofA unless presented in writing by the Division desiring same.

2. Except as otherwise herein provided, or as provided in the BLET Bylaws, Robert’s Rules of Order shall govern. Suspending the Rules of Order shall be pursuant to Robert’s Rules of Order and/or the BLET Bylaws or IBT Constitution.

ARTICLE XIII

Adoption of Bylaws

1. Any change in these Bylaws must be submitted in writing at a regular meeting of the GCofA, in accordance with applicable rules, and shall be required to receive a majority vote of the Delegates in session in order to be adopted.

2. Between sessions of the GCofA, if it is thought necessary to amend or change these Bylaws, the proposed changes will be submitted in writing to the GCofA. The GCofA will, in turn, advise the Delegates of the GCofA of the desired change in writing and such must be approved by two-thirds (2/3) of the Delegates before being made.

3. These Bylaws, as adopted, are to be effective June 1, 2012.

4. Any rule herein contained that is in conflict with the IBT Constitution and/or the Bylaws of the BLET shall be changed to conform thereto.

ARTICLE XIV

Office Location

The office of the GCofA shall be at a location within the confines of the area represented by this GCofA as determined by the General Chairman. Office hours will be 800AM – 400PM Monday through Friday, excepting days observed as railroad holidays.

ARTICLE XV

Language Clarification

The Provisions of these Bylaws shall be applied to all Members of the Brotherhood of Locomotive Engineers and Trainmen subject to the jurisdiction of the Union Pacific Railroad Southern Region GCofA without regard to race, creed, color, age, sex, national origin, or physical handicap.

The masculine terminology used herein is solely for the purpose of convenience and not intended to convey gender in any manner.