

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BLET GCA UP Central Region,)	
BLET GCA UP Western Lines,)	
BLET GCA UP Eastern District,)	
BLET GCA Southern Region, and)	
BLET GCA UP Western Region,)	Case No. 20-cv-1105
)	
<i>Plaintiffs,</i>)	
)	
v.)	
)	
Union Pacific Railroad Corp.,)	
)	
<i>Defendant.</i>)	

COMPLAINT

1. This is a complaint to enjoin defendant Union Pacific from making unilateral changes to established work rules without first bargaining to impasse, in violation of Section 2 of the Railway Labor Act, 44 U.S.C. § 152.

2. This dispute arose when Union Pacific announced its intent to implement a new attendance policy affecting members of the Plaintiffs.

3. Upon information and belief, Union Pacific intends to implement the changes on March 1, 2020.

4. Plaintiffs are each a division of the Brotherhood of Locomotive Engineers and Trainmen, a labor organization representing the craft of engineers employed by Defendant.

5. Defendant is a Class I Rail Carrier with a place of business and operations within this judicial district.

6. This Court has subject matter jurisdiction because this suit involves claims that the Railway Labor Act will be violated.

7. Venue is proper as Union Pacific has rail operations within this judicial district.

8. Union Pacific has had in place for years an Attendance Policy known as the “TE&Y Attendance Policy.”

9. Recently, Union Pacific presented changes to that policy and communicated to the Plaintiffs that it intended to make those changes unilaterally, *i.e.*, without bargaining.

10. Plaintiffs promptly objected to that plan by issuing a “cease and desist” letter and demanding that any change to work rules be accomplished through the bargaining and impasse mechanisms of the Railway Labor Act, and further demanded that Union Pacific maintain the status quo during that process.

11. Union Pacific has rejected that letter and indicated that it intends to make the unilateral change to an established work rule on the basis that it has the inherent management right to do so.

12. No agreement in existence gives Union Pacific the right to make unilateral changes to its attendance policy.

13. None of the Plaintiffs have waived their statutory right to demand that Union Pacific bargain over changes to work rules.

14. Union Pacific would violate the Railway Labor Act were it to unilaterally change an existing work rule.

WHEREFORE, Plaintiffs pray this Court enjoin Union Pacific from unilaterally changing its attendance policy and order that it maintain the status quo until it exhausts the bargaining and impasse procedures of the Railway Labor Act.

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Date: February 14, 2020

Respectfully submitted,

s/ Michael P. Persoon
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