



Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters

Freddie N. Simpson
President

David D. Joynt
Secretary-Treasurer

November 4, 2019

Mr. Tom Sullivan
Director, Labor Relations
Canadian National Railway
17641 S. Ashland Ave.
Homewood, IL 60430

Cathy Keane Cortez
Senior Manager Labor Relations
Canadian National Railway
17641 S. Ashland Ave.
Homewood, IL 60430

Dear Mr. Sullivan and Ms. Cortez:

The Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters (BMWED-IBT) hereby serves notice, in accordance with Section 6 of the Railway Labor Act, of our desire to amend our existing agreements establishing the rates of pay, rules and working conditions for all maintenance of way employees of the Carrier represented by BMWED-IBT, specifically the agreements identified on Attachment A. It is proposed that the proposed desired changes be made effective as of January 1, 2020, unless otherwise specifically noted in said Attachment A.

BMWED-IBT intends to bargain with Canadian National Railway U.S./Grand Trunk Corp. Railroads doing business as Canadian National on a systemwide basis on behalf of all of the Carrier's employees represented by the Union for changes to the agreements identified on Attachment A. General Chairmen Jason Graham, Hayward Granier, Joe Letizia and Matthew Nies as well as Vice President Northeast Region Sean Gerie and Vice President Northwest Region Bruce Glover are designated as BMWED's representatives and are authorized to confer on these notices and notices served by the Carrier. Please direct all future correspondence regarding this matter to BMWED's designated representatives with a copy to the undersigned. Our designated representatives will coordinate with you to establish a meeting schedule to resolve these issues.

We also reserve the right to serve additional notices to be handled concurrently with this notice and to alter the composition of our bargaining team as BMWED deems appropriate.

Sincerely,

Freddie N. Simpson
President

cc:	Vice Presidents	J. Graham	H. Granier	D. Griffin
	J. Letizia	M. Nies	P. E. Kennedy	T. Roth
	Z. Voegel	R. Shanahan, Jr.	R. Edelman	

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ATTACHMENT A
SECTION 6 NOTICE
Canadian National Railway U.S./Grand Trunk Corp. Railroads

1. Wages:

- a. General Wage Increases
 - (1) 7% general wage increase effective January 1, 2020, and each January 1 thereafter;
 - (2) Incorporated into all basic rates of pay for all purposes and all elements.
- b. Skill/Equity/Shift/CDL differentials
 - (1) Night/shift differential of 25% applicable to all classes of service.
 - (2) Amend Rule 39(c) of the GTW Agreement to increase CDL differential to \$2 per hour for all employees who hold a valid CDL and \$3.50 per hour for all positions requiring a CDL.
 - (3) Amend Rule 22(f) of the IC Agreement to pay a differential of 7% of the employee's effective hourly rate for all hours worked by production gang employees and supporting forces.
 - (4) Amend all other differentials under the IC Agreement from a fixed dollar amount to a percentage of hourly rate of pay.
 - (5) Amend Rule 17(c) of the WC Agreement to pay differential for all hours worked on positions with assigned consecutive rest days other than Saturday and Sunday.
 - (6) Effective January 1, 2020, amend "Attachment A" of the WC Agreement to reflect the identified pay grades for the following positions:
 - Brandt Truck PG2
 - Track Inspector PG1
 - Fuel Truck from PG3
 - Truck Crane Helper PG5
 - Brandt Truck Helper PG5
 - Welder Helper PG4
 - Headquartered Foreman PG2
 - Remove Thermite Welder and re-classify as Welder
- c. Eliminate all service entry rates.
- d. Performance bonus as supplement to guaranteed general wage increases.

- e. Full retroactivity will be paid with interest on Sections 1 and 2 in the event the agreement is not resolved prior to January 1, 2020.

2. Cost-of-Living Adjustments:

- a. Full Cost-of-Living Adjustments (COLA) w/o caps or limitations continuing into status quo period beyond the moratorium, incorporated into basic pay rates.
 - (1) One cent for each 0.1 full point change;
 - (2) Three-month adjustment periods in perpetuity.

3. Travel Expenses and Allowances:

- a. Amend Rule 36 (a) paragraph 2 of the IC Agreement to reflect a value of \$25 per day effective January 1, 2020 and increase by \$1 on an annual basis each January thereafter.
- b. Amend Rule 36 (b) of the IC Agreement to increase daily per diem to \$125 per day, effective January 1, 2020 and increase by \$5 increments on annual basis each January thereafter.
- c. Amend Rule 16 of the GTW Agreement to increase daily per diem to \$150 per day, effective January 1, 2020.
- d. Amend Rule 18 I (1) of the WC Agreement to increase daily per diem to \$38 for each day worked, with an additional \$2.00 increase effective July 1, 2020, and annual increases of \$2 each July 1 thereafter.
- e. Amend Rule 18 I (2) of the WC Agreement to increase daily per diem to \$100 for each day worked, with an additional \$3.00 increase effective July 1, 2020, and annual increases of \$3 each July 1 thereafter.
- f. Amend Rule 18 I of the WC Agreement to provide employees traveling one hundred fifty (150) highway miles or more from the gang's worksite a \$125 daily

per diem for each day worked, with an additional \$3.00 increase effective July 1, 2020, and annual increase of \$3.00 each July 1 thereafter.

- g. Amend Rule 18(I) of the WC Agreement to provide a rest day travel allowance (in addition to any other compensation and allowances to which the employee is entitled) to defer employee costs of traveling to and from the gang's worksite:

-0 to 100 miles \$0.00

-101 to 200 miles \$30.00

-201 to 300 miles \$60.00

-301 to 400 miles \$90.00

-401 to 500 miles \$120.00

Additional \$30 payments for each additional 100-mile increment.

4. Health and Welfare:

- a. Eliminate all cost sharing elements of the National Health and Welfare plans.
- b. Explore health and welfare plans alternative to the National Health and Welfare Plan.

5. Vacation:

- a. Amend vacation eligibility requirements on all CN properties to provide new employees who render compensated service on not less than ninety (90) days of service in their initial qualifying year to be eligible for five (5) paid vacation days in the next calendar year.
- b. Amend vacation requirements on all CN properties to permit employees to observe vacation in single day increments at any time during the calendar year.

6. Holidays:

- a. Add Martin Luther King, Jr. Day as a paid holiday on all CN properties.
- b. Holiday pay compensation for employees who are working a compressed workweek schedule shall be paid at the employee's daily rate but not less than eight (8) hours per day.
- c. Amend holiday pay provisions on all CN properties to provide a basic day's pay to any regularly assigned employee who served in the active military service and who was discharged or released under conditions other than dishonorable discharge.

7. Bereavement Leave:

- a. Allow five (5) workdays' bereavement leave to be taken either consecutively or in single day increments at any time up to six (6) months following the death of the family member.
- b. Bereavement leave compensation for employees who are working a compressed workweek schedule shall be paid at the employee's daily rate.

8. Personal Leave Days:

- a. Increase number of personal leave days due each employee in the calendar year across all CN property Agreements.
- b. Amend eligibility provisions of Rule 47 (a) and (b) of GTW Agreement and Rule 51 (a) of the IC Agreement so that employees who render one hundred (100) days of compensated service during the previous calendar year are entitled to two (2) days of personal leave.
- c. Amend Rule 47 of GTW Agreement, Rule 51 of the IC Agreement and Rule 26 of the WC Agreement: employees with five (5) or more qualifying years of service shall receive six (6) personal days.
- d. Amend Rule 47 (b) of the GTW Agreement, Rule 26(B) of WC Agreement and Rule 51(b) of the IC Agreement to eliminate restrictions on observation of personal days in each calendar year.
- e. Amend Rule 47 of the GTW, Rule 26 of the WC and Rule 51 of the IC Agreement to permit employees the option to carry over unused/unobserved personal days into following calendar year or be paid out for unused/unobserved days.

9. Sick Leave:

- a. Effective January 1, 2020, and each January 1 thereafter, all CN employees with one year of service will receive a sick leave benefit consisting of twelve (12) sick days each calendar year to supplement sickness benefits available under the RUIA.
- b. Employees may accumulate paid sick leave days to carry over annually.

10. Paid Parental Leave:

- a. Paid Parental Leave that will pay a woman full wages thirty (30) days before her due date and ending sixty (60) days following the date of birth.
- b. Paid Parental Leave that will pay a man full wages sixty (60) days surrounding the date of birth.

11. Information Requests:

- a. Amend GTW, IC and WC Agreements to include provision requiring Carrier to provide the Organization with information reasonably necessary to administer and negotiate the collective bargaining agreement.

12. Bulletin Requirements:

- a. Amend Rule 20 of IC Agreement to establish the following guidelines to be implemented when advertising and awarding positions that require a CDL License:
 - (1) Only those positions that have a CDL vehicle will be bulletined with a CDL requirement. All positions will be awarded in Seniority Order.
 - (2) Any employee who is awarded a CDL position who does not have a CDL license will be sent a 15-day letter advising that he must obtain a CDL in order to qualify for the position awarded. Employees will have 30 days in which to obtain their CDL permits and scheduled their driving test per the requirements of the State issuing the CDL license.
 - (3) Employees who fail to obtain a CDL license will be disqualified from the position awarded and returned to the previous position. The vacancy for the CDL position will be re-advertised.
 - (4) All employees are encouraged to obtain CDL licenses prior to bidding on CDL positions. The company will provide the vehicle and reimburse all employees for the cost of the license.

13. Establishment of Seniority, Seniority Rights and Seniority Retention:

- a. Amend Rule 3 (b) of the IC Agreement to establish seniority within the respective classification upon the effective date of the bulletin award assignment.
- b. Amend Rule 15(A) of the WC Agreement to freeze the seniority of all current and future exempt employees (supervisor).
- c. Amend Rule 15(A) of the WC Agreement to include following:

If an exempt employee who has paid the appropriate monthly fee timely and without interruption as identified above, exercises seniority back into a position represented by the BMWED with less than thirty-six (36) months until retirement, such employee will not be eligible for coverage under the Railroad Employees National Early Retirement Major Medical Benefit Plan GA-46000.

14. Job Stabilization or Other Unemployment Agreement:

- a. Negotiate or amend job stabilization or other unemployment agreements to provide furlough/wage rate protection for employees on seniority list as of date of the Agreement.
- b. Establish a rule that provides for a minimum number of year-round employees.
- c. Establish a rule that provides for a minimum consist for each section gang.
- d. Establish a rule that provides for a maximum territory covered by a section gang.

15. Change of Start Times:

- a. Amend Rule 12(c) of the GTW Agreement to require 48 hours advance notice for change in start time.

16. Discipline:

- a. Establish a rule providing for pre-hearing discovery of evidence to be presented against a charged employee.
- b. Establish a rule requiring the carrier to continue to pay employees taken out of service until discipline is assessed following a fair and impartial hearing.

17. Prohibition on Subcontracting:

- a. All work in connection with the construction, maintenance and repair of tracks, bridges, buildings and the right-of-way shall be performed by BMWED represented

employees and shall not be contracted out without the written concurrence of the General Chairman.

- b. Amend Rule 1 – Scope of the IC Agreement and the Scope Rule of the GTW Agreement as follows:

“The following work is reserved to BMW members: all work in connection with the construction, maintenance, repair, inspection or dismantling of tracks, bridges, buildings, and other structures or facilities used in the operation of the carrier in the performance of common carrier service on property owned by the carrier. This work will include rail, guard rail, switch stand, switch point, frog, tie, plate, spike, anchor, joint, gauge rod, derail and bolt installation and removal; erection and maintenance of signs, such as mile posts, speed restriction signs, resume speed signs, crossing and station signs, warning signs, and signs attached to buildings or other structures (except billboards); construction of track panels; welding, grinding, burning, and cutting; ballast unloading, regulating, equalizing, and stabilizing; track and switch undercutting; cribbing between ties; track surfacing and lining; snow removal (track structures and right of way); road crossing installation and renewal work; asphaltting of road crossings (unless required by outside agencies), culvert installation, repairs, cleaning and removal; yard cleaning; security and ornamental fences; distribution and collection of new and used track, bridge and building material; operate machines, equipment, and vehicles; transporting maintenance of way employees; mowing; installation, maintenance, and repairs of turntables, platforms, walkways, and handrails; head wall and retaining wall erection; cleaning, sandblasting, and painting of machines, equipment, bridges, turntables, platforms, walkways, handrails, buildings, and other structures or facilities; rough and finish carpentry work; concrete and masonry work; grouting, plumbing, and drainage system installation, maintenance, and repair work; cooling and heating system installation, maintenance, and repair work; fuel and water service work; roof installation, repairs, and removal; drawbridge operation and maintenance and any other work customarily or traditionally performed by BMW represented employees. In the application of this Rule, it is understood that such provisions are not intended to infringe upon the work rights of another craft as established. It is also understood that this list is not exhaustive.

It is agreed that in the application of this Scope that any work which is being performed on the property of any former component railroad by employees other than employees covered by this Agreement may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not covered by this Agreement which is being performed on the property of any former component railroad by employees covered by this Agreement will not be removed from such employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

In the event the carrier plans to contract out work within the scope of this

Agreement, except in emergencies, the carrier shall notify the General Chairmen involved, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto. "Emergencies" applies to fires, floods, heavy snow and like circumstances.

If the General Chairmen, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the carrier shall promptly meet with him for that purpose. Said carrier and Organization Representatives shall make a good faith attempt to reach an understanding concerning said contracting, but, if no understanding is reached, the carrier may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith.

Definitions:

- (1) The term "union representative" means an individual certified by the Brotherhood of Maintenance of Way Employees.
- (2) Except as otherwise specified, all reference to number of days in this Agreement means calendar days.
- (3) The terms "displace" and "displaced" as used in this Agreement mean physical displacement.
- (4) The term "change in residence" as used in this Agreement means outside a radius of 30 miles from his residence. The last recorded address with the Company shall be an employee's "residence."
- (5) Except as defined otherwise, the term "fixed headquarters" as used in this Agreement means a position that is stationary, non-mobile, that an incumbent's day begins and ends at that assigned fixed location.
- (6) The term "incidental" refers to additional tasks incurred casually, happening in an unplanned or subordinate conjunction with the task of inspecting track that may be completed within less than an hour.
- (7) Any other words that require agreed upon "definitions."

18. Training & New Technology:

- a. Amend Rule 11 of the IC Agreement to cover actual and necessary expenses related to employee training.
- b. Establish rule under all CN Agreement that guarantees BMWED represented members the right to receive training for and to operate any equipment or machines

using a technology new to any and all work in connection with the construction, maintenance and repair of tracks, bridges, buildings and the right-of-way.

- c. Establish rule that guarantees BMWED represented members the right to receive training for any new process used any and all work in connection with the construction, maintenance and repair of tracks, bridges, buildings and the right-of-way.
- d. Establish rule that provides a process to resolve disputes between parties regarding rates of pay, rules and working conditions whenever the Carrier introduces equipment or machines using new technology or introduces a new process applicable to any and all work in connection with the construction, maintenance and repair of tracks, bridges, buildings and the right-of-way.

19. Off-Track Vehicle Insurance:

- a. Improve existing allowances for employee injuries suffered in a vehicular covered condition by increasing monetary amounts to \$1 million for each loss now carrying a \$300,000 benefit, and \$500,000 for losses now carrying a \$150,000 benefit.
- b. Increase aggregate limit of payments for any one accident to \$20 million.
- c. Obtain accident insurance with benefits comparable to the foregoing allowances to cover to employees injured or killed in an accident while riding in a Carrier-contracted van service regardless of negligence by the van operator.
- d. Injured employees entitled to disability payments.

20. Shoe Allowance:

- a. Amend Rule 43 of the GTW Agreement to provide employees an annual shoe allowance of \$250 without required submission of a purchase receipt.

21. Publication of Collective Bargaining Agreements:

Edit and publish the collective bargaining agreements to include all previous side letters, current changes and clarifications.

22. Savings Clause:

The above Notices or any of them, or any part of them shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect. Any request for changes herein is not an admission, expressed and/or implied, directly and/or indirectly, that those changes requested are not already contained within the terms and conditions in any existing collective bargaining agreement.