



# 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

Mrs. Tabettha L. Bolton  
Director, Labor Relations  
Consolidated Rail Corp.  
1000 Howard Blvd.  
Mt. Laurel, NJ 08054

Mr. Anthony Carlini  
Vice President, Labor Relations  
Consolidated Rail Corp.  
1000 Howard Blvd.  
Mt. Laurel, NJ 08054

Dear Mrs. Bolton and Mr. Carlini:

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 desired changes be made effective as of January 1, 2020, unless otherwise specifically noted in said Attachment A.

BMWED-IBT intends to bargain with the Carrier 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 and Anthony Sessa and Vice President At Large Jed Dodd 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	A. Sessa
	P. E. Kennedy	Z. Voegel	R. Shanahan, Jr.
	R. Edelman	D. Griffin	T. Roth

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ATTACHMENT "A"  
CONSOLIDATED RAIL CORPORATION SECTION 6 NOTICE

**Section 1. Wages:**

A. High Cost of Living Escalator:

In recognition that Conrail workers live in areas with the highest cost of living, all workers coming under the scope of the agreement between Conrail and the BMWED will receive a 20% increase in base wages effective January 1, 2020.

B. General Wage Increase:

- (1) 7% General Wage Increase effective January 1, 2020
- (2) 7% General Wage Increase effective January 1, 2021
- (3) 7% General Wage Increase effective January 1, 2022
- (4) 7% General Wage Increase effective January 1, 2023
- (5) Incorporate into all basic rates of pay for all purposes and all Elements.

C. Lump Sum Bonus:

- (1) \$1,500.00 Lump Sum Signing Bonus

D. Interest:

- (1) Interest on retroactivity payments

E. Differentials and Certification Payments

- (1) All positions requiring a CDL will receive a 3 dollar hourly differential.
- (2) All employees who have a valid CDL but not working a position requiring a CDL will receive a 1 dollar hourly differential.
- (3) All positions requiring the book of rules will receive a 3 dollar hourly differential.
- (4) All employees who have current book of rules but not working a position requiring the book of rules will receive a 1 dollar hourly differential.
- (5) All employees who are required to be FRA RWP qualified will receive a 3 dollar hourly differential.
- (6) Establish an automatic escalator for differentials to keep pace with inflation.
- (7) Differentials are cumulative for each position that qualifies.

**Section 2. Cost of Living Adjustments (COLA):**

A. Establish Cost of Living Escalator Clause (COLA) with the following provisions:

- (1) Full COLA without caps or limitations continuing into status quo period beyond moratorium, incorporated into basic rates.
- (2) One cent for each 0.1 full point change.
- (3) Three month adjustment periods.
- (4) No offset for health and welfare contributions.

**Section 3. Retirement Accounts:**

- A. Establish a 401(k) Plan where presently not in effect. To include:
  - (1) Annual Carrier contribution
  - (2) Full match up to seven (7%) percent

**Section 4. Health Care:**

- A. Eliminate health and welfare cost sharing.
- B. Jointly explore different health care plans that provide the same access to benefits, the same or better benefit levels and are more cost effective.

**Section 5. Paid Time Off:**

- A. Add ten sick days per calendar year, which can accumulate. Employees have option of cashing them out at the end of each year.
- B. Establish a Paid Parental Leave plan.

**Section 6. Holidays:**

- A. Payment made to employees with compensated service credited to month preceding the holiday or month in which the holiday occurs.
- B. Add Election Day holiday and two additional floating holidays.
- C. Eliminate all bridging requirements.

**Section 7. Vacations:**

- A. Revise and improve vacation rules to provide additional paid leave for newly hired employees.
- B. Revise and improve vacation rules to provide additional paid leave for long service employees.
- C. Revise and improve vacation rules to permit a pro-rata accumulation of paid leave for those employees who do not perform sufficient compensated service to obtain the maximum paid leave possible for an employee with their length of service.
- D. Eliminate restriction on extending vacation with holiday.
- E. Permit taking vacation in hourly increments.

**Section 8. Information Requests:**

- A. Upon request, the Carrier shall provide the Organization with information necessary to administer and negotiate the collective bargaining agreement.

**Section 9. Sales, Leases, Abandonments:**

- A. At least six months prior notice of transactions.
- B. Transaction conditioned on Agreement to conditions for employees no less protective than New York Dock.
- C. The acquiring entity shall employ employees affected by the transaction, carry over existing agreements and recognize incumbent Union(s).

**Section 10. Bereavement Leave:**

- A. Amend Bereavement Leave to add additional relatives.
- B. Allow five (5) workdays' bereavement leave to be taken at any time within thirty (30) days of death.

**Section 11. February 7 Agreement:**

- A. Agree that February 7 as amended applies to the Conrail property and that all current employees are grandfathered as full-time protected employees.

**Section 12. Printing of the Agreement:**

- A. Revise and reprint the current collective bargaining agreement to include all subsequent side letters and agreements.

**Section 13. Term of the Agreement:**

- A. Agreement amendable January 1, 2024.