



BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

GENERAL COMMITTEE OF ADJUSTMENT – Canadian National/Wisconsin Central Ltd - Fox Valley & Western Ltd

1110 Gertrude Street Unit A
Kaukauna, WI 54130
PHONE: 920-462-4509
FAX: 920-462-4511
Email: jreynoldsblet@newbc.rr.com

May 2, 2011

Mr. Douglas J. Mandalas
Manager Labor Relations
Wisconsin Central LTD
17641 South Ashland Avenue
Homewood, Illinois 60430

Dear Mr. Mandalas,

BLET would like to address the following at the Labor/Management Resolution Committee meeting to be held on April 6 – 7, 2011 pursuant to Article 2 (c) of the February 1, 2009 Collective Bargaining Agreement, in Schiller Park, Illinois.

- 1) BLET would like to address the following operational issues, which are leading to a shortage of crews primarily in the Superior, Stevens Point, and Fond du Lac terminals. **(Article 8, Section 1 (a) and Article 11 (d))**

Resolution:

The Parties addressed the application of Article 8, Section, 1(a) and the 75% agreement and the Carrier agreed to provide the requested information as requested by the Organization.

- 2) BLET would like to address payment of single day vacations and the ability to carry single day vacations over to the following year. **(Article 20 (f) and (g) and LMRC notes dated October 9, 2009.)**

Resolution:

Company's position is that the intent of the October 9, 2009 LMN notes was not to permit the carrying over of single day vacations into the following year. BLET disagreed. LMC agreed to reiterate the October 9, 2009 notes.

- 3) BLET would like to address using out-of-cycle crews ahead of extra board crews to protect temporary vacancies and extra assignments at the location of the extra board. **(Article 8, Section 1 (c) (iii). (Article 11 (d)).**

Resolution:

The parties addressed the issue of using out of cycle crews ahead of extra board crews to protect temporary vacancies and extra assignments at the location of the extra board. The Carrier's position is they can use out of cycle crews within their call window ahead of an extra board employee at the location of the board. The BLET disagrees with the Carrier's position and will continue to submit grievance claims.

- 4) BLET would like to address the formula used to calculate vacation pay when paid at the rate of 1/52. **(Article 22, Section 3).** The Carrier has yet to obtain the formula from payroll and forward the formula to the BLET as stated in the June 30, 2010 LMRC notes.

Resolution:

The parties addressed the issue of the formula used to calculate vacation pay when paid at the rate of 1/52. The Carrier's position is that they are in compliance with article 22, Section 3 of the Collective Bargaining agreement.

- 5) BLET would like to address payment of Profit Based Incentive Plan (PBIP). **(Article 23, Section 9).** The Carrier has yet to forward this information to the BLET as stated in the June 30, 2010 LMRC notes.

Resolution:

The parties addressed the issue of payment of Profit Based Incentive Plan (PBIP). The Organization feels the Carrier is not including out of cycle time and call window time into the formula when calculating the payment of PBIP. The Carrier provided information to BLET that outlines specific pay elements used for 2010 PBIP calculations. BLET voiced concern that out of cycle time and call window time is not included in the calculation

- 6) BLET would like to address the Locomotive Engineer Training Program **(Article 15)** Carrier's expectations and responsibilities when working with a new Conductor.

Resolution:

The parties addressed the issue of the Locomotive Engineer Training Program. The Organization will develop a list of candidates interested in training student engineers and forward it to the Carrier. The Organization's position is that engineers cannot be forced to train a student engineer. Company disagreed with BLET's position and stated that the agreement does not limit who can be used as a trainer.

- 7) BLET would like to address the Carrier's violation of Article 30, Section 1 (b) of the CBA when it comes to notification of Engineers to attend a formal investigation. Engineers are being notified they are being charged and are to appear at an investigation over the phone. This is a violation of Article 30, Section 1 (b) wherein it states:

“An Engineer directed to attend a formal hearing to determine the individual’s responsibility, if any, in connection with an occurrence or incident should be notified in writing within ten (10) days from the date of the occurrence.”

Resolution:

The parties discussed the application of Article 30, Section 1 (b). The Organization’s position is that an Engineer that is charged should be notified by US Mail in advance of the date of the investigation as stated in the Collective Bargaining Agreement. The Carrier disagreed with the Organization’s position and stated there is no requirement that US Mail be used for delivery of letters (in other words, the letter could be hand-delivered). The Company stated their intent to notify the charged engineer by calling him on the phone to expedite the investigation process and not delay it and to also notify in writing per the Agreement. The Carrier alleges many of the certified letters that are mailed to the charged employee are unsigned for and returned to the Carrier. When practicable, the Carrier will attempt to notify the Organization of any unsigned and returned letters to attend a formal investigation.

- 8) BLET would like to address the Carrier’s violation of Article 30, Section 1 (g) of the CBA when it comes to notification of Engineers regarding discipline that is assessed as a result of the formal hearing. Engineers are being notified over the phone that they are being assessed discipline as a result of a formal investigation. This is a violation of Article 30, Section 1 (g) wherein it states:

“If the formal hearing results in assessment of discipline, such decision shall be rendered within thirty (30) calendar days from the date the hearing is concluded, and the Engineer shall be notified in writing of the decision.”

Resolution:

See #7

- 9) BLET would like to address post-critical incident procedures.

Resolution:

The parties addressed the Carrier’s post critical incident policy.

- 10) BLET would like to address late meal periods and not eating meals until the ninth hour. **(Article 18 (a))**

Resolution:

The parties addressed the issue of late meal periods. The Carrier agreed to honor Article 18 (a). The Organization stresses that when a member is denied or receives a late lunch period he should contact his local chairman immediately. The local chairman will immediately address the issue with the respective superintendent.

- 11) BLET would like to address Computerized Standing Bid System.

Resolution:

The parties addressed implementing a computerized standing bed system rather than using the paper standing bid system. The proper Carrier officers designated to address this issue was not in attendance at this LMRC meeting. The Organization will arrange a meeting with the proper Carrier officers to address this issue.

- 12) BLET would like to address Automated Crewtalk.

Resolution:

The parties addressed the automatic crewtalk system and problems that have occurred since this implementation. The proper Carrier officers designated to address this issue was not in attendance at this LMRC meeting. The Organization will arrange a meeting with the proper Carrier officers to address this issue.

- 13) BLET would like to address using asterisk or numbers on the Engineer Seniority Roster to indicate if an Engineer is on disability status or working as a Manager.
(Article 7, Section 2)

Resolution:

The parties addressed using asterisk or numbers on the Engineer Seniority Roster to indicate if an Engineer is on disability status or working as a Manager. The Carrier agreed to this beginning with the Seniority Roster issued in January 2012.

- 14) BLET would like to address implementation of a system to keep bulletins updated and current on bulletin boards.

Resolution:

The parties addressed the issue of keeping bulletin boards updated and current. The Organization has developed a system to meet these requirements and the Carrier was agreeable to try this system on a trial basis.

- 15) BLET would like to address Seniority Roster protest of Engineer Thomas Courchaine, **(Article 7, Section 2 (b))**.

Resolution:

The parties addressed the seniority protest of Engineer Thomas Courchaine in accordance of Article 17, Section 2 (b) of the Collective Bargaining Agreement. Mr. Courchaine seniority protest was denied and his ranking will continue to be as listed on the January 7, 2011 Seniority Roster.

- 16) BLET would like to follow up Seniority Roster protest of Engineer Eric Stroik.
(See August 29, 2008 LMRC Notes)

Resolution:

The parties addressed the follow up seniority protest of Engineer Eric Stroik from the August 29, 2008 LMRC Meeting. It was agreed at the LMRC meeting August 29, 2008

that Mr. Stroik's date of hire and conductor date were incorrect and the Carrier agreed to change his hire date to reflect 10-10-1994 and his Conductor's date to reflect 4-5-1995. This change will occur on the January 2012 Roster.

- 17) BLET would like to follow up on seniority protest of Engineer Keith Hayter from the June 30, 2010 LMRC notes.

Resolution:

The parties addressed the follow up seniority protest of Engineer Keith Hayter. It was agreed at the LMRC meeting June 30, 2010 that Mr. Hayter's date of hire should be July 17, 2006. This change will occur on the January 2012 Roster.

- 18) BLET would like to address the excessive discipline assessed to Engineer Quin Schneider (WC-BLET-2010-00382). Mr. Schneider was assessed a twenty (20) day actual suspension. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

Resolution:

The Carrier agreed to remove discipline assessed to Mr. Schneider's record and reimburse him for the twenty (20) days he was held out of service. BLET accepted this as full and final settlement of the matter.

- 19) BLET would like to address the excessive discipline assessed to Engineer Ricky Kowalewski (WC-BLET-2010-00349) Mr. Kowalewski was assessed a dismissal. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

Resolution:

The Carrier further declined Mr. Kowalewski's discipline appeal and this constitutes final conference between the parties. The Organization will pursue this dismissal in accordance of Article 29, Section 2 (f).

- 20) BLET would like to address the excessive discipline assessed to Engineer Thomas Karacson (WC-BLET-2009-00198) by letter from Mr. P.B. Tassin Jr. dated September 16, 2009, under the provisions of Article 30, Section 2 of the Collective Bargaining Agreement.

Resolution:

The Carrier agreed to reduce discipline assessed Mr. Karacson from 45 days actual to 12 days actual and reimbursed him for 33 days he was held out of service. BLET accepted this as full and final settlement of the matter.

- 21) BLET would like to address the excessive discipline assessed to Engineer Jeffery Latsch (WC-BLET-2010-00343). Mr. Latsch was assessed a ten (10) day actual suspension and thirty (30) days deferred for a period of one (1) year. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

Resolution:

The Committee agreed to reduce discipline assessed to Mr. Latsch from 10 days actual to 5 days actual and remove the assessed 30 deferred days.

- 22) BLET would like to address excessive discipline assessed to Engineer Tracy Losinski (WC-BLET-2010-00405). Mr. Losinski was assessed a dismissal. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

Resolution:

The Carrier is agreeable to reinstating Claimant's employment on a leniency basis, without pay for any of the time served while in dismissed status and time served will not be considered as time in service for the purpose of calculating entitlement to vacation and other leave. If Claimant experiences a lapse in healthcare or other benefits during the period of dismissal, CN shall not be responsible to make him whole. BLET did not accept offer.

- 22) BLET would like to address excessive discipline assessed to Engineer James Resop (WC-BLET-2010-00303). Mr. Resop was assessed a dismissal. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

Resolution

The Company further declined Mr. Resop's discipline appeal and this constitutes final conference between the parties. The Organization will pursue this dismissal in accordance of Article 29, Section 2 (f).

- 23) BLET would like to address excessive discipline assessed to Engineer Ronald Moscinski (CN #WC-BLET-2011-00023). Mr. Moscinski was assessed a twenty (20)

day actual suspension. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

Resolution:

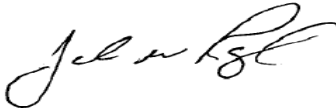
Resolved privately between Claimant and Risk Management.

24) BLET would like to address excessive discipline assessed to Engineer Paul Enenbach (WC-BLET-2011-00058). Mr. Enenbach was assessed a sixty (60) day actual suspension. The Organization requests all mention of the discipline be expunged from the Claimant's record and that he be compensated for all lost time including the time attending the investigation, as well as pay for all work related benefits and seniority vacation rights unimpaired as a result of the assessed discipline is requested.

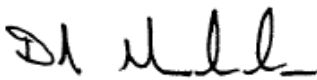
Resolution:

The Carrier offered to reduce the discipline assessed to Mr. Enenbach from sixty (60) days actual suspension to fifteen (15) days actual suspension. BLET did not accept this offer.

Sincerely,



John W. Reynolds
General Chairman – CN/WC, BLET



Douglas J. Mandalas
Manager Labor Relations



John C. Klaus
General Manager