



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

October 23, 2012

LOCAL CHAIRMEN
CN/WC

RE: WC/IC Borrow-Out Agreement

Dear Sirs and Brothers:

Enclosed is a copy the entire file pertaining to a tentative Borrow-Out Agreement that was reached Friday, October 20, 2012 with the IC General Chairman providing for a borrow out of WC Engineers to the IC property.

On Friday, I wrote our National President D. R. Pierce explaining the terms of the Agreement and requesting his approval with advice as to the scope of ratification process.

Note the penultimate paragraph of page 1 of President Pierce's response advising both involved General Chairmen of our responsibility to handle this matter in an appropriate manner.

"Each of you must forward the Proposed Agreement to each local chairman of the divisions under your GCA's jurisdiction that may be affected. The local chairmen will then poll the active membership attending the first regular special division meeting following receipt of the Proposed Agreement and ascertain the wishes of the membership. The local chairmen next will cast a vote with you in accordance with the instructions of the division, and you will be governed by the instructions of the division and you will be governed by the instructions of the majority of the local chairmen affected."

The concluding paragraph of our National President's response addresses the outcome – if the Proposed Agreement is ratified by both the CN/WC and CN/IC General Committees or fails to receive a favorable vote.

All of the materials enclosed are self-explanatory and should be shared with our Members and then retained as a part of your permanent files.

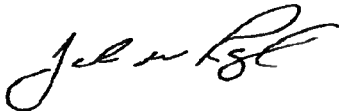
October 22, 2012

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If you have any questions, don't hesitate to contact the undersigned.

Thanking you in advance for your cooperation in this matter and for the courtesy of an expeditious response regarding the vote of your division membership at your earliest possible opportunity.

Fraternally yours,

A handwritten signature in black ink, appearing to read "John W. Reynolds". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

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

Cc: Marcus Ruef, BLET-VP

Enclosures – Proposed Borrow-Out Agreement, Letters from CN/WC and CN/IC General Chairmen to National BLE&T President

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

1370 Ontario Street
Standard Building, Mezzanine
Cleveland, Ohio 44113-1702

DENNIS R. PIERCE
National President



Phone: 216.241.2630
Fax: 216.241.6516
www.ble-t.org

VIA ELECTRONIC AND FIRST-CLASS MAIL

October 22, 2012

Mr. C. E. Craddock
BLET General Chairman (CN-IC)
5909 Shelby Oaks Dr., Suite 139
Memphis, TN 38134-7318

Mr. J. W. Reynolds
BLET General Chairman (CN-WC)
1110 Gertrude Street, Suite A
Kaukauna, WI 54130

Re: Proposed "Borrow-Out" Agreement

Dear Sirs and Brothers:

This responds to your separate letters, dated October 22, 2012, and October 20, 2012, respectively, concerning the above-referenced subject. Your letters forwarded a copy of the Carrier's proposal, and requested that I review same pursuant to Section 42(c) – General Committee Rules ("GCR") of the BLET Bylaws and grant authority to submit the Proposed Agreement to the membership for ratification.

The Proposed Agreement has been reviewed, and nothing therein conflicts with internal BLET law or BLET policy; it, therefore, complies with GCR Section 42(c) and may be placed before the affected membership for their consideration. Because this is a change to a system collective bargaining agreement, ratification must be conducted pursuant to GCR Section 41(b). Because both GCAs are involved in this Proposed Agreement, the following process is to be followed.

Each of you must forward the Proposed Agreement to each local chairman of the divisions under your GCA's jurisdiction that may be affected. The local chairmen will then poll the active membership attending the first regular or special division meeting following receipt of the Proposed Agreement and ascertain the wishes of the membership. The local chairmen next will cast a vote with you in accordance with the instructions of the division, and you will be governed by the instructions of a majority of the local chairmen affected.

In order for the Proposed Agreement to be ratified, a majority of the affected local chairmen under the jurisdiction of the CN-IC GCA and a majority of the affected local chairmen under the jurisdiction of the CN-WC GCA must vote in favor of it. If the question either results in a tied vote or fails on either GCA, then it is not ratified. Should both of you concur that the current manpower situation on the CN-IC is dire, and only due to your urgent request in this specific instance, you may permit the Carrier to implement the Proposed Agreement pending the outcome of the ratification. However, if that occurs, it must be with CN clearly understanding that if ei-

Mr. C. E. Craddock
Mr. J. W. Reynolds

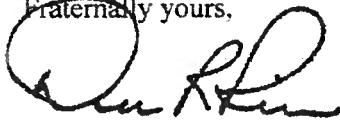
(2)

October 22, 2012

ther GCA subsequently fails to ratify the Proposed Agreement, then it must be cancelled immediately upon said failure. In the event the Proposed Agreement is ratified by both GCAs, kindly forward me an executed copy of same, when it has been finalized, for our files.

With warmest personal regards, I remain

Faternally yours,

A handwritten signature in cursive script, appearing to read "W. C. Walpert", written in black ink.

National President

cc: E. L. Pruitt, First Vice President
W. C. Walpert, National Secretary-Treasurer
M. J. Ruef, Vice President

John Reynolds

From: "John Reynolds" <jreynoldsblet@newbc.rr.com>
To: "Pierce, Dennis" <pierce@ble-t.org>
Cc: <pruitt@ble-t.org>; <mjruef@ble-t.org>; <pontolillo@ble-t.org>; <jreynoldsblet@newbc.rr.com>; <bletcraddock@aol.com>
Sent: Monday, October 22, 2012 11:40 AM
Attach: Agreement2012-BorrowOut(3).pdf; Borrow-out Agreement.pdf; Pierce BorrowOut121020.pdf
Subject: Agreement2012-BorrowOut(3)

Dear Sir and Brother,

Attached is the tentative proposed borrow-out agreement between the CN/WC and CN/IC sent for your approval and advice as to the scope of ratification process. Hard copy to follow.

This agreement was proposed account of the shortage of Engineers on the IC property between Fulton, Kentucky, Memphis, Tennessee, Jackson, Mississippi and Geismar, Baton Rouge, New Orleans, Louisiana. This is account of new Coal Service business and the influx of Grain Business. The Carrier is in the process of hiring Certified Locomotive Engineers to protect this new business, as they are advertising for applicants in the BLE-T job bank. The borrowed-out Locomotive Engineers will only be used at Jackson, Mississippi and points in Louisiana. This will only be for a temporary time until newly hired Locomotive Engineers are in place and qualified.

Again, we believe this tentative Implementing Agreement fully protects the interest of the employees covered under it and respectfully request your approval, with advice as to the ratification process according to the Brotherhood of Locomotive Engineers and Trainmen By-laws.

Fraternaly yours,

John W. Reynolds
CN/WC General Chairman
1110 Gertrude St.
Kaukauna, WI 54130
Office - (920) 462-4509
Fax - (920) 462-4511



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

VIA ELECTRONIC AND FIRST CLASS MAIL

October 20, 2012

Mr. D. R. Pierce, National President
Brotherhood of Locomotive Engineers & Trainmen
1370 Ontario St. - Mezzanine
Cleveland, OH 44113-1702

Re: IC/WC Borrow-Out Agreement

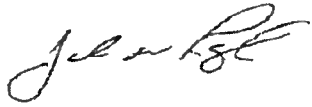
Dear Sir & Brother,

Attached for your review and approval please find a tentative Borrow-Out Agreement reached Friday, October 20, 2012 with CN providing for the borrow-out of WC engineers to the IC property. This Agreement allows provides for the following:

- IC demoted engineers to must be afforded opportunity to borrow out under the same conditions as WC engineers, if the Carrier cannot release them to transfer due to the requirements of service, they shall be credited with one (1) month of service towards Employment Security for each month WC engineers are used on the IC property.
- Pay incentives and expenses for engineers who borrow out.
- Cancellation clause with a ten (10) day written notice

We believe this tentative Implementing Agreement fully protects the interests of the employees covered under, and respectfully request your approval, with advice as to the scope of ratification process.

Fraternally,

A handwritten signature in cursive script, appearing to read "John W. Reynolds".

John W. Reynolds
General Chairman – CN/WC

/TLY

C. E. Craddock
General Chairman – CN/IC

Cc: E. L. Pruitt – 1st Vice President
M. J. Ruef – Vice President

Enclosure – Tentative Borrow-Out Agreement.



Brotherhood of Locomotive Engineers and Trainmen
Canadian National/Illinois Central – General Committee of Adjustment

Representing: CN/IC, KCS-GWWR-MidSouth-SouthRail, Metra-Electric, CN/CRR, Illinois & Midland

5909 Shelby Oaks Drive - Suite 139
Memphis, TN 38134
www.bletgcacnic.org

Clay E. Craddock - General Chairman
BLETCRADDOCK@aol.com

October 22, 2012

Via Electronic and First Class Mail

Mr. D. R. Pierce, National President
Brotherhood of Locomotive Engineers & Trainmen
The Standard Building – Mezzanine Level
1370 Ontario Street – Mezzanine
Cleveland, Ohio 44113-1702

RE: IC/WC Borrow-Out Agreement

Dear Sir and Brother:

Enclosed for your perusal and approval is a tentative Borrow-Out Agreement reached Friday, October 20, 2012 with WC providing for the borrow out of WC Engineers to the IC property. This Agreement provides for the following:

- IC demoted engineers must be afforded the opportunity to borrow out under the same conditions as WC engineers; if the Carrier cannot release them to transfer due to the requirements of service, they shall be credited with one (1) month of service towards Employment Security for each month WC engineers are used on the IC property.
- Pay incentives and expenses for engineers who borrow out.
- Cancellation clause with a ten (10) day written notice.

We believe this tentative Implementing Agreement fully protects the interests of the employees covered under it and respectfully request your approval, with advice as to the scope of ratification process.

Fraternally,

C. E. Craddock
General Chairman, CN/IC

Enclosure – Tentative Borrow-Out Agreement

cc: E. L. Pruitt – 1st Vice President
M. J. Ruef – Vice President
Tom Pontolillo – Assistant to National President
John W. Reynolds, General Chairman – CN/WC

Agreement between

**Illinois Central Railroad Company (IC)
Wisconsin Central LTD (WC)**



and its Employees

Represented by

Brotherhood of Locomotive Engineers and Trainmen



It is hereby agreed:

Article 1 – Borrow-Out Agreement

Section 1

The need for temporary engineers to work on IC may be posted to enable interested engineers from WC to accept transfer to IC on a temporary basis according to the terms and conditions set forth herein.

Section 2

The General Manager will determine the number of WC Engineers that may be released to accept temporary transfer to IC.

Section 3

Subject to final approval by the General Manager, Engineers will be permitted to transfer based on their standing on the WC Engineers seniority roster.

Section 4

The positions on IC will be considered temporary positions, not to exceed 59 days in duration. Engineers accepting temporary transfer to IC will be granted a leave of absence status from WC for the duration of their temporary assignment on IC.

Section 5

Once qualified to work on IC, temporary engineers shall be assigned to a Borrow-Out Supplemental Board (BSB) established as a result of this Agreement. Engineers assigned to the BSB will operate on a first-in, first out basis and will not have scheduled rest days. Engineers on the BSB shall be called for service only after the GEB at the location of the BSB is exhausted.

Section 6

WC engineers assigned to the BSB shall be paid the WC guaranteed extra board rate of pay, in addition to any income provided under the applicable IC agreement. WC Engineers shall be provided one meal allowance (\$15.00) per day and Company provided lodging. WC Engineers shall be reimbursed for the necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS, from their home (WC) terminal to the location of the Company provided lodging. At the conclusion of their leave of absence, WC Engineers shall be reimbursed for the necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS, from their Company provided lodging to their home (WC) terminal.

Section 7

WC engineers assigned to a BSB on IC will not establish IC seniority and will be governed by the rules and working conditions of the applicable IC/BLET Collective Bargaining Agreement except as otherwise provided for herein.

Section 8

WC engineers assigned to a BSB on IC will be required to protect work on IC for 59 days, unless released sooner by the General Manager. At the discretion of the General Manager, WC engineers may be offered additional temporary assignment(s) (not to exceed an additional 59 days) at the conclusion of their initial assignment. In the event not all WC engineers can be released together, volunteers will be released in seniority order. If there are not enough volunteers, WC engineers will be released to return to WC in reverse seniority order.

Section 9

At the end of every 59 day period (or when released), WC Engineers will relinquish their rights to work on the IC. The leave of absence shall expire seventy-two (72) hours from the time the WC engineer is notified of his/her release from IC and they shall immediately thereafter mark up for service on a WC assignment in accordance with their WC seniority. WC engineers shall not lose their WC seniority for anything resulting from their temporary employment on IC, unless they fail to return to service upon conclusion of their leave of absence.

Section 10

All time worked and available by WC engineers on IC temporary assignments will be counted towards any applicable WC employment time with regards to seniority accrual, vacation and PLD qualification and Health & Welfare benefits.

Section 11

WC engineers accepting temporary transfer to IC will continue to be covered under the applicable Health & Welfare and benefit provisions as contained in the existing WC/BLET Collective Bargaining Agreement.

Section 12

When WC engineers are to be used on IC, all IC demoted engineers must be afforded opportunity to borrow out under the same conditions unless the Carrier can not release them to transfer due to the requirements of the service in their existing seniority district. On a one for one basis, IC demoted engineers who request but are not released to transfer for this reason shall be credited with one (1) month of service towards Employment Security for each month WC engineers are used on IC property. (Example: if 5 WC engineers are borrowed out to IC, then up to 5 IC demoted engineers who requested but were denied transfer due to service requirements in their district shall, based on their relative seniority date as engineer, receive credit toward the 60 month service threshold.)

When the Carrier intends using WC engineers under this agreement, the Carrier will notify the General Chairman of the location(s) involved and if there are multiple locations, IC engineers who are permitted to transfer will have preference to select locations ahead WC engineers.

Article 2 – Familiarization Trips

WC engineers will be provided a sufficient amount of familiarization trips. The number of familiarization trips will be subject of consultation between the respective IC General Chairman and the Superintendent. Engineers shall make Familiarization trips in the order as directed by the Company.

Article 3 – Effect of this Agreement

This Agreement shall not establish a precedent regarding transfer between seniority districts or Railroads and will not be referred to by either party in any dispute in the future.

Section 1

The parties agree that this Agreement may be cancelled by either party with a ten (10) day written notice.

Signed this _____ day of _____ 2012, at Homewood, Illinois

**FOR BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN:**

**FOR
WISCONSIN CENTRAL LTD
ILLINOIS CENTRAL RAILROAD
COMPANY:**

J. W. Reynolds
General Chairman, WC
JWR – pending approval of National President
10-19-12

D. M. Taylor
General Manager

C. E. Craddock
General Chairman, IC

CEC
10-19-12

J. C. Klaus
General Manager

T. E. Rice
Director Labor Relations