



American Rail System Federation of the International Brotherhood of Teamsters

April 9, 2022

*Transmitted via electronic mail to: al_mccombs@cpr.ca, myron_becker@cpr.ca
Printed Copy to follow via USPS or Postal Courier*

Mr. Myron Becker, Chief Labor Officer
Canadian Pacific Railway (DH)
7550 Ogden Dale Road SE
Calgary Alberta
Canada T2C 4X9

Mr. Myron Becker, Chief Labor Officer
Canadian Pacific Railway (DH)
Suite 800
120 South 6th Street
Minneapolis, MN 55402

Re: BMWED-D&H CBA Section 6 Proposal

Dear Mr. Becker:

Please consider this letter as the usual and customary notice of our desire, pursuant to the Railway labor Act, as amended, to revise and supplement all existing Agreements on the Delaware and Hudson Property under BMWED jurisdiction in accordance with proposals set forth within the enclosed document, specifically Attachment "A" and made part hereof. Such provisions to be effective January 1, 2022.

It is our desire that a conference on this Notice be held at the earliest practicable date within the next thirty (30) days and in writing, within ten (10) days after receipt of this Notice, suggesting a date, place (or via remote/virtual), and time for such conference.

As you are aware, no agreement that is reached resulting from this Section 6 process shall be final until the BMWED National Division President has given express written approval to you, and such has complied with the approval process under the American Rail System Federation By-Laws.

*J. B. Long
General Chairman*

*D. E. Bogart Jr.
1st Vice Chairman*

*H. D. Vezza
2nd Vice Chairman*

*J. M. Blankenship
Vice Chairman/Secretary*

*D. G. Beal
Vice Chairman*

*M. R. Ragard
Vice Chairman*

*P. L. Barnes
Vice Chairman*

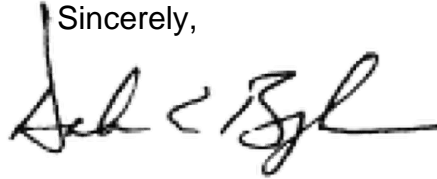
*C. D. Hayes
Vice Chairman*

*S. M. Swain
Vice Chairman*

*D. D. E. Heiser
Vice Chairman*

This notice is in addition to any other requests we have submitted to you which are now pending. We also reserve the right to serve additional notices or amendments to be handled concurrently with this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale E. Bogart Jr.", written in a cursive style.

Dale E. Bogart Jr.
Acting General Chairperson
(*1st Vice Chairperson*)
ARSF-BMWED

cc Mr. J.B. Long, General Chairperson, ARSF-BMWED
Mr. Freddie N. Simpson, President, BMWED
Mr. Sean D. Gerie, Vice President, BMWED NE Region
Mr. Sheldon Swain, Vice Chairperson, ARSF-BMWED
Mr. Al McCombs, Director Labor Relations – US
American Rail System Federation
File

Attachment

SECTION 6 NOTICE

Attachment “A”

ARTICLE I – RATES OF PAY

- A. Effective September 1, 2022 all rates of pay in effect on August 31, 2022 are increased by seven percent (7%).
- B. Effective September 1, 2023 all rates of pay in effect on August 31, 2023 are increased by seven percent (7%).
- C. Effective September 1, 2024 all rates of pay in effect on August 31, 2024 are increased by seven (7%).
- D. Effective September 1, 2025 all rates of pay in effect on August 31, 2025 are increased by seven percent (7%).
- E. Rates of pay resulting from the application of paragraphs A through D, which end in fractions of a cent, shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Job Title	Classification	Percentage of Rate Progression (Rule 29)	Current Rate (2021)	09.01.2022	09.01.2023	09.01.2024	09.01.2025
ASST FOREMAN	ASSTFRMN	90%	\$25.00	\$26.74	\$28.62	\$30.62	\$32.76
	ASSTFRMN	95%	\$26.38	\$28.23	\$30.21	\$32.32	\$34.58
	ASSTFRMN	100%	\$27.77	\$29.71	\$31.79	\$34.02	\$36.40
ASST WORK EQUIP REPAIRMAN	AWKERPMN	100%	\$28.83	\$30.84	\$33.00	\$35.31	\$37.78
B&B FOREMAN	BBFREMAN	100%	\$30.48	\$32.62	\$34.90	\$37.34	\$39.96
B&B MECHANIC	BBMECH	90%	\$25.20	\$26.97	\$28.85	\$30.87	\$33.04
	BBMECH	95%	\$26.60	\$28.46	\$30.46	\$32.59	\$34.87
	BBMECH	100%	\$28.00	\$29.96	\$32.06	\$34.30	\$36.71
B&B MECH\TRUCK DRIVER	BBMECHTD	90%	\$25.40	\$27.17	\$29.07	\$31.11	\$33.29
	BBMECHTD	95%	\$26.81	\$28.68	\$30.69	\$32.84	\$35.14
	BBMECHTD	100%	\$28.22	\$30.19	\$32.31	\$34.57	\$36.99
FOREMAN	FOREMAN	100%	\$30.48	\$32.62	\$34.90	\$37.34	\$39.96

PLUMBER FOREMAN	PLMBFRMN	100%	\$30.48	\$32.62	\$34.90	\$37.34	\$39.96
PLUMBER	PLUMBER	90%	\$25.61	\$27.40	\$29.32	\$31.37	\$33.57
	PLUMBER	95%	\$27.04	\$28.93	\$30.95	\$33.12	\$35.44
	PLUMBER	100%	\$28.46	\$30.45	\$32.58	\$34.86	\$37.30
PROD GANG AST FRMN	PRNGGAFM	90%	\$25.00	\$26.74	\$28.62	\$30.62	\$32.76
	PRNGGAFM	95%	\$26.38	\$28.23	\$30.21	\$32.32	\$34.58
	PRNGGAFM	100%	\$27.77	\$29.71	\$31.79	\$34.02	\$36.40
PROD GANG FOREMAN	PRNGGFRM	100%	\$30.48	\$32.62	\$34.90	\$37.34	\$39.96
SYS EQPMNT OPR SPCLST - A	SYSEOSPA	100%	\$29.31	\$31.36	\$33.56	\$35.91	\$38.42
SYS EQPMNT OPR SPCLST - B	SYSEOSPB	100%	\$28.89	\$30.91	\$33.07	\$35.39	\$37.86
SYS EQPMNT OPR	SYSEQTO	100%	\$28.46	\$30.45	\$32.58	\$34.86	\$37.30
SYS EQPMNT OPR - A	SYSEQTOA	90%	\$25.61	\$27.40	\$29.32	\$31.37	\$33.57
	SYSEQTOA	95%	\$27.04	\$28.93	\$30.95	\$33.12	\$35.44
	SYSEQTOA	100%	\$28.46	\$30.45	\$32.58	\$34.86	\$37.30
TRACKMAN	TRACKMAN	90%	\$23.92	\$25.59	\$27.38	\$29.30	\$31.35
	TRACKMAN	95%	\$25.25	\$27.01	\$28.90	\$30.93	\$33.09
	TRACKMAN	100%	\$26.58	\$28.44	\$30.43	\$32.56	\$34.83
TRACK MACHINE OPR	TRKMACHO	90%	\$24.26	\$25.95	\$27.77	\$29.71	\$31.79
	TRKMACHO	95%	\$25.60	\$27.39	\$29.31	\$31.36	\$33.56
	TRKMACHO	100%	\$26.95	\$28.84	\$30.86	\$33.01	\$35.33
TRCKMN/TRK DRIVER	TRKMNTD	90%	\$24.84	\$26.57	\$28.43	\$30.42	\$32.55
	TRKMNTD	95%	\$26.22	\$28.05	\$30.01	\$32.11	\$34.36
	TRKMNTD	100%	\$27.60	\$29.53	\$31.59	\$33.81	\$36.17
WELDER	WELDER	100%	\$28.46	\$30.45	\$32.58	\$34.86	\$37.30
WELDER-R	WELDR-R	100%	\$29.92	\$32.01	\$34.26	\$36.65	\$39.22
WORK EQUIP REPAIRMAN	WKEQRPMN	100%	\$29.02	\$31.05	\$33.22	\$35.55	\$38.04
WORK EQP REPAIR FRMN	WKERFRMN	100%	\$30.48	\$32.62	\$34.90	\$37.34	\$39.96
WELDER FOREMAN	WLDFRMAN	100%	\$30.48	\$32.62	\$34.90	\$37.34	\$39.96
WELDER HELPER	WLDHLPER	90%	\$24.13	\$25.82	\$27.63	\$29.56	\$31.63
	WLDHLPER	95%	\$25.48	\$27.26	\$29.17	\$31.21	\$33.39
	WLDHLPER	100%	\$26.82	\$28.69	\$30.70	\$32.85	\$35.15

- F. **COLA** – Rule 28 (Rule 28.3) shall be amended by adding the following provision:

“In the event the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items (1982-84=100), as published and revised by the Bureau of Labor Statistics, U.S. Department of Labor, increases by more than 7% from September to September of any contract year or year thereafter, then such percentage increase over 7% will be applied to the base rates of all classifications covered by the Agreement (rounded to the nearest full cent) effective the pay period beginning nearest September 1 each contract year or year thereafter. Such increase, if any, shall be incorporated into the base rate and paid thereafter.”

- G. The establishment of these General Wage Increases assumes full retroactivity for any adjustments made in the event that such terms are ratified following the amendable date.

ARTICLE II – WORK RULES AND OTHER COMPENSATION

- A. Amend Rule 9.6 to guarantee the forty (40.0) hour work week is protected in the pay periods affected by a change in the rest days for affected crews/employees.
- B. Provide and/or establish pay differentials and/or hourly premiums for regularly assigned night and weekend tours of duty (Applicable Rules 9, 12, 19, 28 & CMQ Agreement)
- C. Amend Rule 13 to include the addition of two (2) Floating Holidays. Extend eligibility requirements to ALL “active” employees at the time of Holiday (i.e. remove 60 day seniority or continuous service requirement for new hires).
- D. Amend Rule 14 to provide for additional Personal Leave as follows:
- i. Employees who have met the qualifying requirements during twenty calendar years under the vacation rules in effect on January 1, 1982 shall be entitled to three days of personal leave in subsequent calendar years.
 - ii. Employees who have met the qualifying requirements during twenty-five calendar years under the vacation rules in effect on January 1, 1982 shall be entitled to five days of personal leave in subsequent calendar years.
- E. Amend Rule 21 as follows:
- i. Rule 21.2 to be amended as follows:
Employees assigned to positions on System Production Gangs or assigned

to positions as System Equipment Operators will be allowed expenses as follows for each working day

- i) Less than 10 miles, will receive \$0.00
- ii) 10 miles but less than 20 miles, will receive \$5.00
- iii) 20 miles but less than 30 miles, will receive \$10.00
- iv) 30 miles but less than 50 miles, will receive \$15.00

ii. Add the following language to Rule 21.3:

Effective January 1, 2023, there will be no reduction in the CPI-W governed daily meal allowance regardless of any decrease in the CPI-W; however, any subsequent increased adjustments will be made only when the CPI-W is greater than what triggered the previous increase.

iii. Amend Rule 21.6 as follows:

An employee covered by Rule 21.3, i.e. an employee required to travel more than 50 miles one way, shall be allowed, on the first and last day of the assignment each week, an allowance when traveling outside of regular working hours to and from the work location on the basis of \$20.00 for each 50 miles, or portion thereof. In addition, a travelling allowance for use of personal vehicle will be paid in accordance with Rule 22 at the actual allowance for mileage consistent with IRS standard mileage rates.

iv. Amend Rule 21.8 to provide for single occupancy

F. Amend Rule 22 (Rule 22.1) as follows:

i. When an employee is authorized in advance to use their personal vehicle for transportation, in lieu of transportation provided by the Company, they shall be reimbursed for such use on the basis of the IRS standard mileage rate effective September 1, 2022 by the most direct route. Except for employees claiming expenses pursuant to Rule 21.2 to 21.7 inclusive, this Rule 22 does not require an employee to use their personal automobile for transportation.

G. Amend Rule 28 Add the following Machines/Positions to be covered under System Equipment Operator Specialist B (Category B as outlined in March 15, 2010 MOA):

i. Ballast Regulator, Brush Cutter, Backhoe, Bulldozer, Grader, Loader and Excavator.

H. Delete Rule 29 (Rate Progression)

I. Amend Rule 32 (Bereavement) as follows:

Bereavement Leave, not in excess of five calendar days, following the date of death will be allowed in case of an employee's spouse, mother, father, sister, brother, son or daughter. All other Bereavement Leave allowances will not be in excess of three calendar days following the date of death of an employee's grandparent, grandchild, mother-in-law, father-in-law, legally adopted children or spouse's children. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during Bereavement Leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

Note: Amend Appendix "I" to reflect the changes in the above proposal

J. Amend Rule 34 (Appendix "A") to provide for the following:

- i. Revise and improve vacation rules to provide additional paid leave for newly hired employees.
- ii. Revise and improve vacation rules to provide additional paid leave for long service employees. (2 weeks after first year, 3 weeks after second the year, 4 weeks after the eight year, 5 weeks after 17 years, 6 weeks after 25 years)
- iii. 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.
- iv. Allow for involuntarily furloughed employees to utilize vacation time while on such involuntary furlough (*involuntary furlough for purposes of this rule would require that such employee has no position to be assigned*).

K. Amend Rule 42 to provide for any updated improvements of Off Track Vehicle benefits to reflect any subsequent changes under the National Plan.

- L. Add requirement to Rule 43 (or side letter) that requires the parties to reflect all changes from current round, prior side letters and MOA's to be codified and reprinted for distribution within 4 months following ratification.
- M. Establish New Rule/Language that provides for/establishes ten (10) paid Sick Days to be carried over year over year, but not to exceed thirty (30) paid Sick Days for any employee.
- N. Establish New Rule/Language providing for \$200.00 annual outerwear & work clothing allowance.
- O. Establish a rule requiring that the Carrier pay an employee on active Military Service/Duty the difference in pay between pay received on Military Service/Duty and pay that the employee would receive if retained and/or otherwise would be performing in active Railroad Service. This rule would not supersede or deny benefits already provided under Federal Law.
- P. Amend Appendix "T" Language lifting existing cap (\$1,500.00) of 5% of earnings at so to be calculated and payable on all eligible earnings governed thereunder.
- Q. Amend CMQ MOA to provide the following:
 - i. Provide for one way direction trip travel pay (at applicable hourly rates) to or from, in addition to all other travel expenses provided for in Rules 21, 22, & 23 of the DH/CP-BMWED CBA for employees assigned to such crews assigned on CMQ Territory.
 - ii. Provide for minimum of two (2) full weekends to fall within rest cycles for crews established working on 8 on and 6 off or 7 on and 7 off work schedules on CMQ.

ARTICLE III – HEALTH AND WELFARE

- A. Review and revise existing plans applicable to foreign to occupation health insurance, dental, vision, hearing loss, life (active & retiree), accidental death & dismemberment, prescription drugs and any other health and welfare benefit applicable to employees represented by BMWED. Propose changes that will enhance the value and scope of benefits provided without creating additional financial burdens on BMWED members.
- B. Provide a freeze on all deductibles, out of pocket expenses and employee monthly cost sharing expenses for not less than the duration of the term of this agreement. Provide further no benefit levels will be reduced.

- C. Maintain 90.4% monthly cost-sharing ratio for members covered under DH/CP-BMWED Agreement consistent with Article III, paragraph (c) of the March 15, 2010 Memorandum of Agreement between the parties.

ARTICLE IV – EFFECT/MORATORIUM

- A. The purpose of this Agreement is to fix the general level of compensation and the rules covering working conditions through December 31, 2025 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. Neither party to this Agreement shall serve prior to September 1, 2025, not to become effective prior to January 1, 2026, any notice of proposal for the purpose of modifying, adding to, or deleting from the provisions of this agreement.
- C. The above provisions do not prohibit the parties from reaching agreements on any subject matter that may be mutually beneficial and agreeable.