FAILURE TO FOLLOW THE ADVICE CONTAINED HEREIN WILL RESULT IN THE LOSS OF YOUR SENIORITY, WORKING OPPORTUNITIES AND EVEN YOUR RAILROAD JOB



A
GUIDE
TO
SAVING
YOUR
JOB



BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION - INTERNATIONAL BROTHERHOOD OF TEAMSTERS (BMWED-IBT)

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INDEX

INTRODUCTION	Page 1
HOW TO GET A COPY OF THE UNION AGREEMENT	Page 2
MAP INDICATING FORMER SOO LINE & MILWAUKEE TERRITORIES	Page 3
PROBATIONARY PERIOD	Page 4
NEW EMPLOYEES ESTABLISHING SENIORITY	Page 5
HOW TO ESTABLISH PROMOTIONAL SENIORITY	Page 6
HOW TO BID A JOB	Page 7
SENIORITY ROSTERS	Page 8
REQUESTING SHORT-TERM VACANCIES - Former Milwaukee Territory	Page 9
REQUESTING SHORT-TERM VACANCIES - Former Soo Line Territory	Page 10
BUMPING - Former Milwaukee Territory	Page 11
BUMPING - Former Soo Line Territory	Page 12
GOOD STANDING WHILE LAID OFF & RETURNING TO WORK IN SPRING	Page 13
FILING YOUR NAME & CHANGE OF ADDRESS	Page 14
DISCIPLINE, DISMISSAL, UNJUST TREATMENT HEARINGS	Page 15
HOW TO FILE A CLAIM OR GRIEVANCE	Page 16
HEALTH INSURANCE BENEFITS	Page 17
DENTAL INSURANCE & SUPPLEMENTAL SICKNESS BENEFITS	Page 18
UNEMPLOYMENT BENEFITS	Page 19
SICKNESS BENEFITS	Page 20
VACATION BENEFITS	Page 21
WAGES - ENTRY RATES	Page 22
WAGE INCREASES & COST-OF-LIVING ALLOWANCES	Page 23
LODGING & MEAL EXPENSE REIMBURSEMENT	Page 24
TRAVEL ALLOWANCE	Page 25
401K PLAN	Page 26
DEPENDENT CARE ASSISTANCE PLAN	Page 27
TERMINATION OF SENIORITY	Page 27
LIST OF LOCAL LODGE CHAIRMEN	Page 28
FORMS:	
REQUEST FOR SCHEDULE OF RULES	1-A
SENIORITY ELECTION FORM - Former Milwaukee Territory	2-A
MAINTENANCE OF WAY APPLICATION FOR BULLETINED POSITIONS	3-A
REQUEST FOR BULLETINS AT HOME	4-A
REQUEST FOR BULLETINS/AWARDS VIA E-MAIL	4-B

FAILURE TO FOLLOW THE ADVICE IN THIS BOOKLET WILL RESULT IN THE LOSS OF YOUR SENIORITY, WORKING OPPORTUNITIES AND EVEN YOUR RAILROAD JOB

TO ALL EMPLOYEES WORKING ON THE SOO LINE RAILROAD (CP RAIL)

Dear Sisters and Brothers:

We have put this booklet together to acquaint you with matters affecting your employment and seniority while working in the Maintenance of Way Department on the Soo Line.

We urge you to read this booklet because it contains vital information on how to keep your job, get and keep seniority, and inform you of benefits that the union has negotiated for you.

Be cautioned the items in this booklet are only a **few** of those affecting your employment and your seniority. Be sure to get a copy of the Union Agreement at once and review it. It is very important for you to regularly attend your local lodge meetings to keep up on changes in the rules, policies and workplace issues when they occur.

We have also included various forms for you to use as indicated on each form in this booklet.

IT IS CRITICAL THAT YOU MUST KEEP YOUR ADDRESS AND TELEPHONE NUMBER CURRENT WITH OUR OFFICE, SO THAT WE CAN COMMUNICATE WITH YOU IF NECESSARY OR IN THE EVENT OF AN EMERGENCY.

Our strength as a union depends upon our sticking together and standing up for each other when our rights have been violated. System and Local Lodge Officers have been elected to assist you and represent your interests. However, we can't effectively perform our jobs without the cooperation and assistance of our members in the field. If members do not tell us that their rights or the agreement are being violated, it is impossible for us to take appropriate action and/or get the problem taken care of.

THE SOO LINE RAILROAD

The Soo Line Railroad is made up of the *former Soo Line territory* and the *former Milwaukee Road territory*. Each of these territories is currently governed by a separate Collective Bargaining Agreement (Union Agreement). Although many of the rules are similar – there are also a number of differences between the two agreements.

These territories are shown on the map on the next page, basically the **former Soo Line territory** consists of trackage from Minneapolis west and Superior, WI and the **former Milwaukee Road territory** consists of trackage from St. Paul east.

When you are hired you will be placed on a position on one of these territories, that will be the territory where you will establish and maintain your seniority – and that will be the Union Agreement that you will be working under.

HOW TO GET A COPY OF THE UNION AGREEMENT

The Schedule of Rules Agreement, usually called the Union Agreement, governs your hours of service, rates of pay, and working conditions while employed in the Maintenance of Way Department.

To request a copy of this Agreement, complete the enclosed form designated as "BMWED REQ AGMT FORM" (found on Pg #1-A in the back of this booklet) and send it to the Soo Line's Staffing Services Department. It will then be processed and you should receive a copy of the union agreement within a few days.

When you get your copy of this agreement we urge you to get acquainted with the rules ~~ your job and your seniority depend upon knowing these rules.

If you have any questions about the union agreement contact your local lodge officers, if they are unable to answer your questions or you are unable to contact them, then any questions can be directed to this office.

CAUTION ~~ You should not depend upon your fellow workers, supervisors, or Staffing Services to interpret the Agreement or give you advice on the application of these rules.

You should either contact one of your local lodge officers, your Vice General Chairman, or System office.

Taking advice from anyone else is dangerous and could jeopardize your employment and seniority.

THE PROBATIONARY PERIOD

New employees are covered by a probationary period – there is a different probationary period on each territory:

Under the Union Agreement on the **former Soo Line territory** – see Schedule Rule #4(h) – as follows:

"Applications for employment will be rejected within forty-five (45) working days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Company must be declined in writing to the applicant."

Under the Union Agreement on the **former Milwaukee territory** – see Schedule Rule #2 – as follows:

"The probationary period for new employees shall extend through 150 days of employment relationship during which the employee must perform at least 60 days of compensated service."

To satisfy this probationary period you must meet each of these criteria:

- You must have an employment relationship for a period of 150 days, beginning with your first date of employment. If you are laid off before you reach 150 days, then your 150-day period stops, and then continues to count down once you have returned to work from layoff.
- 2. You must actually work and perform compensated service on 60 days within that 150-day period.

We urge you to watch your step during this period because the Soo Line can disapprove your employment application at any time during the probationary period. This is important because an employee has no recourse against the Carrier since disapproval

of employment application is not considered as discipline. Many new employees have had their application for employment disapproved for tardiness and absenteeism, falsification of their employment application, poor work habits, etc.

Be cautioned that continued tardiness and absenteeism will not be tolerated by the Soo Line. Many new employees have their employment applications disapproved for tardiness and absenteeism. You <u>must</u> contact your supervisor immediately if you are going to be late or absent ~~ no exceptions. If you cannot get in touch with your supervisor or timekeeper - then you should contact either Staffing Services (Personnel) or the Engineering Department advising them of your absence.

Just because you call in does not necessarily mean that your tardiness or absence is excused. Continued tardiness and absenteeism will result in discipline by the Soo Line, and could certainly lead to the loss of your job.

THE ESTABLISHMENT OF INITIAL SENIORITY FOR NEW EMPLOYEES

Under the Union Agreement for the **former Soo territory** Schedule Rule #4 covers new employees (see Items #1-4 below) & for the **former Milwaukee territory** Schedule Rule #2 cover new employees (see Items #1-6 below):

- 1. A new employee's seniority begins at the time his/her pay starts.
- 2. When hired to fill a bulletined position where there were no bidders, an employee will become assigned to that bulletin the same as if they had bid for the position.
 - New employees will get a seniority date in the rank or classification that they work on their first date of employment. For example, if hired as an machine operator, you would establish seniority as a machine operator on first date of your employment (THIS DOES NOT INCLUDE YOUR PRE-EMPLOYMENT TRAINING PERIOD).
- 3. New employees hired to fill un-bulletined positions of 30 days or less or perform emergency service, will not be considered a "new employee" and will not get seniority.
- 4. A new employee entering service in any rank will establish the same seniority date in all lower ranks in the sub-department in which employed.

In addition, on the former Milwaukee territory ONLY -

- 5. New employees establishing seniority on a DIVISION EXTRA GANG will establish seniority on that Division, either Northern or Southern.
- 6. New employees establishing seniority on a SYSTEM EXTRA GANG <u>must elect</u> the DIVISION where they want to retain their seniority in writing to Staffing Services (Personnel). This written notification may be made any time after establishing seniority, but prior to voluntarily leaving such position, and in all cases must be made within 35 days of leaving or being displaced from the position.

If your first day of work was on a SYSTEM EXTRA GANG, then you must complete a "DIVISION ELECTION FORM" (found on Pg #2-A in the back of this booklet) and forward it to Staffing Services. Keep a machine-made copy for your files as proof that you did elect a Division on which to hold your seniority. The map on page 3 shows the territory making up the Northern (purple) and Southern (green) Divisions for your review before you elect the division where you want to retain your seniority.

IF YOU FAIL TO ELECT YOUR
DIVISION – IT IS NOT SUBJECT TO
CHANGE OR PROTEST AT A LATER
DATE

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HOW TO ESTABLISH SENIORITY BY USING THE BULLETIN PROCESS

Once you get your first seniority date, you can get additional seniority dates in other ranks and classifications in two (2) ways:

- 1. YOU MUST bid on and become assigned as the senior bidder for a position by bulletin award, and MUST actually physically report to and work the position.
- YOU MUST become appointed to a position which was bulletined but had NO BIDDERS. If appointed to such a position, you will establish seniority on that position the same as if you had bid the job, provided you actually physically report to and work the position.

THESE ARE THE ONLY WAYS YOU CAN ESTABLISH PROMOTIONAL SENIORITY.

IF YOU HAVE WORKED A POSITION FOR OVER 30 DAYS AND IT HAS **NOT BEEN BULLETINED** -- YOU WILL **NOT** RECEIVE A SENIORITY DATE FOR THAT POSITION.

The Agreements on both territories state when it is known fifteen (15) days in advance that a position is to be established or that a vacancy of thirty (30) days or more is open, that position or vacancy will be bulletined.

If you know of any position that should be bulletined because it has worked 30 days or more, you should contact our office immediately. If positions are left un-bulletined, then our members cannot establish seniority on these positions.

HOW TO BID A JOB

Rule #8(a) on the **former Milwaukee territory** and Rule #10(b) on the **former Soo territory** state:

When it is known fifteen (15) days in advance that a position is to be established or that a vacancy of thirty (30) days or more is open, such position or vacancy will be bulletined.

Copies of bulletins **must** be posted at the section or gang headquarters for employees to see. If bulletins are **NOT** being properly posted at your section or gang headquarters, please contact our office immediately.

If you want to bid a position that is out on bulletin, you must either mail or fax a completed bid application to Staffing Services. A copy of the bid application form used by the Soo Line is entitled as "MAINTENANCE OF WAY APPLICATION FOR BULLETINED POSITIONS" (found on Pg #3-A in the back of this booklet).

All bid applications must be mailed or e-mailed to the proper address or faxed to the proper number shown on the bulletin.

You can bid on more than one position at a time, but you must **list them in the order of your choice** -- for example, the job you want most would be #1, your next choice would be #2, etc. **Be sure to list the proper bulletin number** for the position(s) you want to bid – if you enter the wrong bulletin number you will not get the job.

If you <u>are laid off</u> you can receive copies of bulletins at home if you make a written request to Staffing Services. Complete the "REQUEST FOR BULLETINS" form *(found on Pg #4-A in the back of this booklet)* and return it to Staffing Services. When you return to work from lay-off, you will no longer receive bulletins at home. Each time you are laid off, you have to request copies of all bulletins and awards be sent to your home address again.

Staffing Services now provides copies of bulletins/awards via e-mail when you complete the "BMWE BULLETIN/AWARD EMAIL MAILING LIST REQUEST FORM" (found on Pg #4-B in the back of this booklet) and return it to Staffing Services. Be reminded ~~ if you change your e-mail address you must contact Staffing Services so they can update their e-mail address list.

IF YOU KNOW OF ANY POSITION THAT WILL
BE WORKING OR HAS WORKED OVER 30
DAYS & HAS NOT BEEN BULLETINED –
PLEASE CONTACT OUR OFFICE

SENIORITY ROSTERS

On the **former Milwaukee territory**:

- Rosters are compiled in January and posted in February each year.
- Rosters are open to correction for **60 DAYS** from the date of posting.
- If a protest isn't made within the 60 day period, the dates will stand as official and WILL NOT be subject to future protest, except that any typographical errors will be corrected.

On the former Soo Line territory:

- Rosters are compiled and posted as of September 1st each year.
- Rosters are open to correction for <u>90 DAYS</u> from the date of posting.
- If a protest isn't made within the 90 day period, the dates will stand as official and WILL NOT be subject to future protest, except that any clerical errors or omissions will be corrected.
- Permanent rosters including corrections will be issued January 1st of the following year.

Each employee is responsible for checking the rosters to make sure their seniority dates are shown correctly and failure to do this will result in those dates standing as official. Rosters are posted at each section headquarters and distributed to each lodge's local chairman and this office. If you don't have access to the rosters posted at the section headquarters, you should contact your local chairman requesting that he verify your dates.

BE ADVISED THAT IT IS THE EMPLOYEE'S RESPONSIBILITY TO VERIFY THAT THEIR DATES ARE CORRECTLY POSTED ON THE ROSTERS

HOW TO REQUEST SHORT-TERM VACANCIES

on the

former Milwaukee territory

(Known as an 8(c) request)

On the **former Milwaukee territory**, Schedule Rule #8(c) states an employee may request temporary vacancies:

"New positions or vacancies of thirty (30) days or less duration shall be considered temporary and may be filled without bulletining, except that senior, available, qualified employees, on proper request, will be given preference, with the understanding they will not be paid for time lost nor for time consumed traveling to and from such positions."

Keep in mind – requests for temporary vacancies should be specific and include all locations where you want to protect temporary positions.

Requests for positions of 30 days or less should be sent to Staffing Services using "BMWED - SOO LINE 8(C) REQUEST FOR VACANCIES" (found on Pg #6-A in the back of this booklet). If making a verbal request, be <u>SURE</u> to follow up that request in <u>WRITING</u> by CERTIFIED MAIL - RETURN RECEIPT REQUESTED. If you do not follow up in writing, and Staffing Services does not contact you, then you have no evidence of your request, which is the one thing that you would need for a successful claim.

When temporary vacancies exist ~~ Staffing Services should be reviewing these requests and placing the senior employee who has a request for the position before contacting employees who have not filed a request.

So if you do <u>NOT</u> have an 8(c) request on file with the Carrier, and Staffing Services utilizes a junior employee to fill a vacancy, then in most cases we would <u>NOT</u> be able to file a claim for you.

When you fill an 8(c) position you will not establish a bump, so when that 8(c) position is done working -- your only options are to return to lay-off or request another 8(c) position.

HOW TO REQUEST SHORT-TERM VACANCIES on the

Former Soo Line territory

(Known as a call list request)

On the **former Soo Line territory**, positions that will last 30 days or less are filled using the call list process. Rule #14 states call lists will be made for each sub-department:

- You can put your name on as many "call lists" as you want using "SOO SIDE CALL LIST REQUEST SHEET". Requests to be placed on a call list for positions of 30 days or less should be sent to Staffing Services by CERTIFIED MAIL - RETURN RECEIPT REQUESTED.
- 2. When putting your name on a call list you must pick the groups, ranks and/or zones that you want to protect and that you are qualified to hold.
- 3. To be considered qualified to place your name on a call list you must have seniority in that group or rank or you must have worked in that group and rank for at least 30 days (and have documentation to prove it).
- 4. You do not have to protect positions that will work less than 5 days
- 5. The Carrier will give as much advance notice as possible. If you are given 24 hours notice and fail to report you will be removed from the call list for 5 months.
- 6. Be sure to check the call list each month to make sure your name appears in the groups, ranks and/or zones you selected if it does not notify Staffing Services immediately.

When temporary vacancies exist ~~ Staffing Services should be reviewing these call lists and placing the senior employee on the call list for the group and rank before contacting employees who have not placed a call list request.

Remember the Carrier can choose not to fill a short vacancy for the first 14 days – but when the vacancy is filled it *must* be filled from the call list.

Keep in mind that **if a certain call list is exhausted or no one has placed themselves on that call list** the Carrier can use <u>any</u> employee to fill that position.

So if you do <u>NOT</u> have a call list request on file with the Carrier, and Staffing Services utilizes a junior employee to fill a vacancy, then in most cases we would <u>NOT</u> be able to file a claim for you.

When filling a call list position – once that position is done working – you can return to lay-off or you can bump a junior employee from another call list position that started while you were working your call list position.

WHAT DOES IT MEAN TO BUMP OR BE BUMPED? on the

Former Milwaukee territory

When a senior employee uses seniority to get a job held by a junior employee, this is known as a bump or displacement.

The Schedule Rules on the **former Milwaukee territory** provide that employees who are assigned to a temporary position by bulletin will get an exercise of seniority (a bump) when they are furloughed (laid-off) -- **IF THEY:**

- work each temporary position to the end -- OR
- continue to bid for and be assigned by bulletin award to a position in a higher classification.

You will lose your exercise of seniority (bump), if you:

- 1. Bid off your temporary position, before it is done working, to go to another temporary position in the same class or in a lower classification
- 2. If you bid to any position in one sub-department to any position in another sub-department
- 3. If you leave your temporary position before it is done working to go to another position under Rule #8(c).

When being bumped by a senior employee you have 35 days to:

- 1. Exercise your seniority over a junior employee in the same classification or a lower classification -- OR
- 2. If you don't or can't exercise your seniority within 35 calendar days from the date you were bumped ~~ you accept furlough (layoff) and give up your right to exercise your seniority over a junior employee working a bulletined position.

WHAT DOES IT MEAN TO BUMP OR BE BUMPED? on the

Former Soo Line territory

When a senior employee uses seniority to get a job held by a junior employee, this is known as a bump or displacement.

The Schedule Rules on the **former Soo Line territory** provide that employees who are assigned to a temporary position by bulletin will get an exercise of seniority (a bump) when they are furloughed (laid-off).

You will lose your exercise of seniority (bump), if you:

- 1. Bump a short vacancy (position of 30 days or less) upon completion of your temporary assignment.
- 2. Fail to bump within twenty (20) calendar days upon completion of your temporary assignment.

When being bumped by a senior employee you have 20 days to:

- 1. Exercise your seniority over a junior employee in any class or rank where you hold seniority.
- 2. If you don't or can't exercise your seniority within 20 calendar days from the date you were bumped ~~ you accept furlough (layoff) and give up your right to exercise your seniority over a junior employee working a bulletined position.

If you have exhausted your seniority, you can request to be placed on a call list for any short vacancies, and this should be done each and every work season after you are laid off.

THE 20-DAY PERIOD TO BUMP IS NOT EXTENDED BY HOLIDAYS, PERSONAL LEAVE DAYS OR VACATION – YOU MUST CONTACT STAFFING SERVICES TO PLACE YOUR BUMP WITHIN 20 DAYS

HOW DO I STAY IN GOOD STANDING WITH THE UNION WHILE I AM LAID OFF?

You <u>MUST</u> request an unemployment card from our office within 30 days of being laid off. This keeps your membership and privileges in good standing for 12 months. Getting an unemployment card when laid off will also keep you from having to re-join the union and pay the initiation fee again when you return to work.

When laid off, give the System Office a call or drop us a note telling us the last date you worked, we will then update your personal file and issue you an unemployment card. You should also contact our office again to tell us the date that you return to work in the spring.

HOW DO I RETURN TO WORK IN THE SPRING?

Early each year the Soo Line requires all employees to attend #1 Safety and You training and notifies them of the date and location of this training. Employees who have been off work for over 90 days will also be notified that they need to take a return to work physical, **which includes a drug and alcohol screen**, and will not be allowed to return to work until they have been cleared by this physical.

To return to work from lay-off you should -

- Bid on any and all positions that you want to work (be sure to request that all bulletins be mailed to you at home while you are laid off see instructions on pg #7).
 - Once you get a bulletin award you will be contacted by Staffing Services telling you when to return to work and other pertinent information regarding that position.
- Request to fill any short-term vacancies, (see instructions on pages #9 & 10 "HOW TO REQUEST SHORT-TERM VACANCIES").
- Call Staffing Services to find out if there are any jobs that you could hold.

If you <u>do not</u> bid on any positions or request a temporary vacancy, you will stay laid-off until the Soo Line can force you to a position which has been bulletined but had no bidders. Then you will be contacted at your last known address and you will have 7 days to report to that position (no matter where it is located or whether it is headquartered or not - you have no choice). Failure to report within 7 days will result in the loss of your seniority and employment with the Soo Line.

RETURN-TO-WORK PHYSICALS INCLUDE A DRUG & ALCOHOL SCREEN

FILING YOUR NAME & ADDRESS WHEN YOUR ADDRESS CHANGES

Agreements on both territories state that you <u>MUST</u> notify the proper officer of the Soo Line Railroad and the General Chairman in writing of **any change of address** to protect for recall

This means you <u>MUST</u> file any change in your name, address or telephone number in writing with Staffing Services.

Be sure to --

- Make 2 copies of this filing 1 for your personal file and 1 to be sent to our office. **DO**NOT SIMPLY MAKE ANOTHER HANDWRITTEN ORIGINAL FOR THESE COPIES.

 (Arbitrators have ruled that only a carbon copy or machine-made copy will be accepted as evidence that an employee had filed his/her name and change of address.)
- Mail your filing by CERTIFIED MAIL RETURN RECEIPT REQUESTED. (This will give you proof that Staffing Services received your change of name, address, or telephone number because they have to sign a card indicating who received the letter and what date it was received.)

BE SURE TO KEEP CP <u>AND</u> BMWED ADVISED OF ANY CHANGE(S) IN YOUR PERSONAL INFORMATION

DISCIPLINE OR DISMISSAL HEARINGS

Rule #18 on the **former Milwaukee territory** and Rule #20 on the **former Soo Line territory** say that if an employee who has worked for the Soo Line for 60 days or more and had their employment application approved, they will not be disciplined or dismissed without a fair and impartial hearing. This will not prevent an employee being held out of service pending a hearing for serious rules infractions.

- > The employee will be advised of the specific charges filed against them in writing.
- A hearing will be held within 20 days of the date of the occurrence or within 20 days from the date information is obtained by a Company officer (excluding company security forces).
- The decision will be rendered within 15 days from the date the hearing is completed.
- The charged employee has the right to be represented by an employee or duly accredited union representative of his choice and to call witnesses to testify in his behalf.
- An employee who is not satisfied with the hearing decision has the right to appeal. The appeal will be handled under Rule 47 on the former Milwaukee territory and Rule 21 on the former Soo Line territory, which means a claim must be filed with the proper Carrier Officer within 60 days of the date of the decision.

NOTE: New employees having their employment application disapproved by the Soo Line before they complete their probationary qualification period <u>will not</u> be entitled to a formal hearing, because disapproval of employment applications is not considered discipline under the terms of Schedule Rule #18.

UNJUST TREATMENT HEARING

An employee who feels they have been unjustly treated will be given a fair and impartial hearing.

- The employee must make a written request for an unjust treatment hearing to the proper Carrier Officer within 20 days from the date of the incident.
- A hearing will be held within 20 days of the date of the occurrence or within 20 days of the date the hearing request is received by the appropriate Carrier Officer.
- > The decision will be rendered within 15 days from the date the hearing is completed.
- Any appeal of that hearing decision will be handled under Rule #47 on the former Milwaukee territory and Rule #21 on the former Soo Line territory.

The employee has the right to be represented by an employee or a duly accredited union representative of his choice and to call witnesses to testify in his behalf.

CLAIMS OR GRIEVANCES

It is important that any time you see or learn of the Carrier (Soo Line) violating the Union Agreement that you contact your Local Chairman or our office as soon as possible. This allows the union the opportunity to: 1) Stop a violation before one of our members is adversely affected, and/or 2) File a claim for those employees who lost pay, benefits, seniority or work opportunities because of that violation.

Included in the back of this booklet you will find forms to file a claim ~~

- "BMWED CLAIM/GRIEVANCE FORM" This form should be used to file a claim for work done by another employee of this railroad or of another railroad.
- "BMWED TIME CLAIM FOR WORK PERFORMED BY A CONTRACTOR" This form should be used to file a claim for work which is being done by an outside contracting firm (a non-railroad company).

When our office receives a completed form, it is reviewed and if it contains sufficient merit, a claim is filed. A successful claim relies on <u>accurate information</u> being provided. Be sure to include as much specific information as possible, if you run out of room on the form, add as many pages as necessary to give us all of the accurate information that you can. Remember you are union's eyes and ears in the field.

If you are filing a claim form, please keep in mind that ~~

- ✓ CLAIMS MUST BE FILED IN WRITING WITH YOUR LOCAL CHAIRMAN OR OUR OFFICE
- ✓ WE MUST HAVE A CLAIM ON THE CARRIER'S DESK BY THE 60TH DAY FROM THE DATE THE VIOLATION BEGAN (counting from the 1st day the violation occurred)
- ✓ SINCE I AM OFTEN OUT OF THE OFFICE FOR EXTENDED PERIODS ATTENDING MEETINGS, HEARINGS, ETC, I APPRECIATE A MINIMUM OF 3 WEEKS TO INVESTIGATE & FORMULATE A CLAIM
- ✓ THE SUCCESS OF A CLAIM DEPENDS ON ACCURATE INFORMATION SO BE SURE TO RESPOND TO ANY REQUESTS FROM OUR OFFICE FOR ADDITIONAL INFORMATION IMMEDIATELY

The Carrier has 60 days from the date a claim is filed to respond in writing. If the claim is denied -- we then have 60 days to appeal that decision to the Assistant Vice President of Labor Relations, who then has 60 days to respond to our appeal in writing. If the claim continues to be denied, the claim must be conferenced for final presentation of all evidence on the property. If the claim continues to be denied at conference, then we have 9 months from the appeal denial to forward the claim to the BMWED Office of Arbitration in Chicago for review. If that Office determines the claim warrants further progression, it is progressed to arbitration at the National Railroad Adjustment Board.

This process is covered by Rule #47 of the Agreement on the **former Milwaukee territory** and Rule #21 on the **former Soo Line territory**, you should review this rule to understand the possible extensive time required for the progression of time claims. Your dispute could be resolved at any point during this process ~~ however, past experience dictates for a majority of claims filed, this process can take 2 to 4 years from the initial filing of a claim until final resolution by an arbitrator.

It is important to get a copy of the Schedule of Rules from the Staffing Services Department, so you understand your rights and know when they are violated.

HEALTH INSURANCE BENEFITS

Health & welfare benefits have been negotiated and are covered under The Railroad Employees National Health and Welfare Plan which is administered by UnitedHealthcare.

(General information contained below is not intended to take the place of the summary plan description. If any information contained below is found to conflict with the summary plan description, it will be the summary plan description that supercedes.)

You become a qualified employee on the 1st day of the month following the date you first render compensated service. Example: If you first worked June 25, you would become a qualified employee on July 1.

You and your dependents will be covered during each calendar month following a calendar month in which you render compensated service. The first 12 consecutive months during which you are a qualified employee, you and your dependents will be covered for Major Medical Expenses only. During this period you will also be covered for Life Insurance Benefits of \$20,000, as well as Accidental Death & Dismemberment Benefits.

After being laid off, your health coverage extends until the end of the 4th month following the month in which you last rendered compensated service. Vacation and holiday pay received do not extend your coverage.

Before the hospitalization of an employee or their dependent, PRECERTIFICATION with the insurance company may be required. Failure to do so can result in a substantial reduction of plan benefits paid.

Information regarding the benefits available through the National Health & Welfare plan can be found in the summary plan booklet.

You can contact the Soo Line Benefit's Department at 1-800-234-0013 or the appropriate telephone number for your coverage in your insurance benefits or any problems with benefits.

If unsure about benefits – <u>always</u>
Refer to the summary plan description or
contact the insurance company

DENTAL INSURANCE BENEFITS

Dental benefits have been negotiated and are also covered under the Railroad Employees National Dental Plan by Aetna who administers the dental benefits under this plan.

(General information contained below is not intended to take the place of the summary plan description. If any information contained below is found to conflict with the summary plan description, it will be the summary plan description that supercedes.)

Employees and their eligible dependents will become eligible for dental coverage upon the completion of one year of service.

Once eligible for coverage, furlough extends dental coverage through the end of the 4th month following the month in which you last rendered compensated service.

Further information regarding your dental benefits may be obtained from the summary plan booklet or you can contact Aetna at 1-877-277-3368.

SUPPLEMENTAL SICKNESS BENEFITS

Over and above your wages, supplemental sickness benefits have also been negotiated through The Hartford (formerly Aetna).

(General information contained below is not intended to take the place of the summary plan description. If any information contained below is found to conflict with the summary plan description, it will be the summary plan description that supercedes.)

To become a qualified employee you must have 30 days of continuous employment relationship with the same railroad & be eligible for sickness benefits under the Railroad Unemployment Insurance Act (RUIA). To be eligible for coverage, an employee must have rendered compensated service or received vacation pay during the prior month (vacation pay received after being furloughed or terminated does not continue this coverage).

Claims for sickness or injury must be filed with Aetna within 20 days from the first day of sickness or injury (The Hartford monitors this very closely & there are no exceptions – be sure to file your claim within this 20-day time limit).

All claims for supplemental sickness benefits from Aetna no longer require a written application form — The Hartford now requires that all claims be filed directly with their Intake Department by calling the toll-free number 1-800-205-7651 and selecting option #1. A customer service representative will take your call, review the questions, complete the form and file the claim on your behalf.

Further information regarding the supplemental sickness benefits program can be found in the Aetna booklet. To obtain a copy of this booklet you may contact Aetna at 1-800-205-7651 or request a copy from this office.

UNEMPLOYMENT BENEFITS UNDER THE RAILROAD RETIREMENT ACT

When filing for unemployment benefits –
be sure to list the railroad that you work for as
~~ SOO LINE RAILROAD ~~

If you list CP RAIL -- your paperwork will be sent to Canada where it will sit until it can be processed & forwarded back to the U.S. -- which can result in a lengthy delay in benefit payment.

<u>If 2021 is your first year in railroad work</u>, you will not be eligible for unemployment benefits under the Railroad Retirement Act, until after July 1, 2022. If you become unemployed prior to July 1, 2022, you should file for State Unemployment benefits.

Effective July 1, 2021 the maximum daily benefit payable for unemployment compensation payable in the benefit year is \$82.00 per day. A new benefit year for unemployment benefits begins every July 1st.

Claimants should be aware that as a result of a sequestration order under the Budget Control Act of 2011, the RRB will reduce unemployment and sickness benefits by 5.7 percent through September 30, 2021. Consequently, the total maximum amount payable in a 2-week period covering 10 days of unemployment or sickness will be \$773.26. The maximum amount payable for sickness benefits subject to tier I payroll taxes of 7.65 percent will be \$714.11 over two weeks. Future reductions, should they occur, will be calculated based on applicable law.

To qualify in the benefit year beginning July 1, 2021, you must have base year railroad earnings of at least \$4,137.50 in the calendar year 2020, not counting earnings of more than \$1,655 per month.

If 2020 was your first year in railroad work, you must also have railroad service in five (5) months in 2020.

In each 14-day claim period, benefits will be paid for all days of unemployment over 4. The exception is if you are unemployed because of a strike, then benefits are not payable for the first 14 days of the strike, regardless of whether or not you have already served your waiting period for the year. Normal benefits are paid for up to 130 days (26 weeks) in a benefit year. Benefit rights are exhausted when a benefit year ends (normally June 30).

You may apply for unemployment benefits by: 1) obtaining a claim packet FORM UB-10 from your nearest U.S. Railroad Retirement Board or 2) completing an application for benefits on-line at www.rrb.gov. The completed application form must be received by the Railroad Retirement Board office as soon as possible, and in any case, not later than 30 days after the first day you were laid off. Benefits may be forfeited if the application is filed late.

A 1 week waiting period is required in each benefit year before benefits are payable (only 1 waiting period per benefit year is required and it may be fulfilled by either a 5 day period of unemployment or sickness during a 14 day period). Your 14-day waiting period starts with the **FIRST** day you are laid off, you must have 5 days of unemployment in that 14-day period to satisfy the waiting period. There are instances where you can satisfy this period by only being laid off work for 1 day -- for example, you would claim unemployment for the 1 day you were laid off and for your 4 rest days. This satisfies 5 days of unemployment within that 14-day period and satisfies your 1 week waiting period. **BE SURE TO CLAIM FOR ALL REST DAYS FALLING WITHIN THE 14 DAY PERIOD FOR WHICH YOU ARE CLAIMING UNEMPLOYMENT BENEFITS.**

This is simply a brief overview of benefit information, any specific questions should be directed to your local U.S. Railroad Retirement Board.

SICKNESS BENEFITS UNDER THE RAILROAD RETIREMENT ACT

To qualify for benefits in a benefit year, you must have creditable railroad earnings in the preceding calendar year. In addition, a new employee must have railroad service in at least 5 months of their first year of work in order to be eligible for benefits in the following benefit year.

Effective July 1, 2021 the maximum daily benefit payable for unemployment compensation payable in the benefit year is \$82.00 per day. A new benefit year for unemployment benefits begins every July 1st.

Claimants should be aware that as a result of a sequestration order under the Budget Control Act of 2011, the RRB will reduce unemployment and sickness benefits by 5.7 percent through September 30, 2021. Consequently, the total maximum amount payable in a 2-week period covering 10 days of unemployment or sickness will be \$773.26. The maximum amount payable for sickness benefits subject to tier I payroll taxes of 7.65 percent will be \$714.11 over two weeks. Future reductions, should they occur, will be calculated based on applicable law.

To qualify in the benefit year beginning July 1, 2021, you must have base year railroad earnings of at least \$4,137.50 in the calendar year 2020, not counting earnings of more than \$1,655 per month.

If 2020 was your first year in railroad work, you must also have railroad service in five (5) months in 2020.

In each 14-day claim period, benefits will be paid for all days of sickness over 4. To be eligible for sickness benefits, you must be unable to work because of illness or injury. Normal benefits are paid for up to 130 days (26 weeks) in a benefit year. Benefit rights are exhausted when a benefit year ends (normally June 30).

You may apply for sickness benefits by obtaining a claim packet FORM UB-11 from your nearest U.S. Railroad Retirement Board or from our office. The completed application and a doctor's statement of sickness must be received by the Board's headquarters in Chicago within 10 days of the first day for which you are claiming sickness benefits. Benefits may be forfeited if the application is filed late. After the Board receives your application and statement of sickness and determines your eligibility for such benefits, biweekly claim forms will be mailed to you.

A 1 week waiting period is required during a period of continuing sickness before benefits are payable, (only one waiting period is required for a period of continuing sickness, even if a new benefit year begins during that period of sickness). If you have 4 consecutive days of sickness and 5 days of sickness overall in a 14-day period, you should file for benefits as it may fulfill the waiting period for the benefit year if you have not already fulfilled same.

This is simply a brief overview of benefit information, any specific questions should be directed to your local U.S. Railroad Retirement Board via telephone or visit their web site at www.rrb.gov

VACATION BENEFITS

All employees are entitled to paid vacations under the National Vacation Agreement (Appendix B of the Schedule of Rules) provided they have met the following requirements:

- · Worked the required number of days in the preceding year; and
- · Completed the required number of years of continuous service; and
- · Worked the required number of qualifying days in each year

Service Required:	Qualifying Days Required:		
1 year	120	5 days in the 2nd year	
2 years	110	10 days in the 3rd year	
8 years	100	15 days in the 9th year	
17 years	100	20 days in the 18th year	
25 years	100	25 days in the 26th year	

In computing years for vacation, you should count each year in which you worked the required number of days, even though those years may not be consecutive.

Example: To be eligible for 1 weeks' vacation you must have worked at least 120 days in the previous year. To be eligible for 2 weeks' vacation you must have worked at least 110 days in the preceding year and have worked 110 days in any other year. To be eligible for 3, 4, or 5 weeks' vacation you must have worked at least 100 days in the preceding year and have worked 100 days in the required number of years shown above. The number of days necessary in each year decrease as you reach the next level of eligibility, for example, if for 8 years you worked only 103 days in each year and had never received either 1 or 2 weeks' vacation, you may acquire 3 weeks' vacation by virtue of working over 100 days in the preceding 8 years even though you have not been eligible for vacation previously.

In counting qualifying days for vacation, you **can** count only those days actually worked, even if you only worked 1 hour. You **cannot** count vacation days or holidays unless you actually worked on those days.

You may count sick days or days you were off due to injury towards your vacation qualifying days as follows:

Less than 3 years service
 3 but less than 15 years service
 15 or more years of service
 maximum of 10 days
 maximum of 20 days
 maximum of 30 days

An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on 120 days or more in a calendar year and returns to service the following year for the same carrier will be granted vacation in the year of his return. If such employee does not return to service in the following year for the same carrier, he will be compensated in lieu of the vacation he has qualified for, provided he files written request for payment to his employing officer, a copy of that request must also be furnished to the General Chairman.

LODGING & MEAL EXPENSE REIMBURSEMENT

Employees required to work away from home throughout the work week on gangs which are not headquartered will be entitled to expenses under the 298 Award.

Effective January 1, 2020, the maximum reimbursement for actual meals and lodging costs provided is \$92.00 per day. Daily allowances for lodging and meals is shown below:

LODGING: Maximum reimbursement for actual reasonable lodging expense is

\$60.00 per day.

MEALS: Maximum reimbursement for meal expense is \$32.00 per day.

Effective January 1, 2021, the Daily Meal Allowance and the Lodging/Camper Allowance rates will be adjusted up or down, annually based on the same percentage change of the previous year's CPI-W adjustment.

CAMPER ALLOWANCE

Employees required to obtain lodging as a result of their service to Soo will have the option of receiving a camper allowance in lieu of lodging expenses.

To qualify as a camper, the vehicle or trailer, must contain inhabitable living quarters. The Supervisor, or other designated Carrier officer, will maintain a list of employees eligible for camper allowance. Employees must register their campers by providing the Supervisor or other designated Carrier officer, with their name, employee number and camper license number (if required) or other agreed to identification. After properly registering on the Supervisor's list, employees staying in campers will be reimbursed for an amount up to the current maximum camper allowance.

Employees using tents for camper lodging will be provided reimbursement, up to the maximum camper allowance, upon presentation of a campground receipt.

WEEKEND TRAVEL ALLOWANCE

At the beginning of the work season employees are required to travel from their homes to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residences. During the work season the Carrier's service may place them hundreds of miles away from home at the end of each work week. The Carrier will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip:

0 to 100 miles	\$ 0.0	00
101 to 200 miles	\$ 30.0	00
201 to 300 miles	\$ 60.0	00
301 to 400 miles	\$ 90.0	00
401 to 500 miles	\$ 120.	00

Additional \$30.00 payments for each 100-mile increments.

At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of \$15.00 for the mileage between 51 and 100 miles.

Carrier may provide bus transportation for employees to their home area on weekends. Employees do not need to elect this option.

For employees required to work over 400 miles from their residences the Carrier will provide, and these employees have the option of electing, an air travel transportation package to enable these employees to return to their families once every 3 weeks.

401K PLAN

Effective January 1, 1992, a 401K Plan for active B.M.W.E. members was negotiated to provide as follows:

(General information contained below is not intended to take the place of the summary plan description. If any information contained below is found to conflict with the summary plan description, it will be the summary plan description that supercedes.)

- A. All full time employees governed by the collective bargaining agreement between the B.M.W.E. and the Soo Line who are over age 21 with 6 months of service will be allowed to participate in the Plan.
- B. Subject to an election by an eligible employee, the Soo Line will arrange for payroll deductions to facilitate employee contributions to the Plan.

Employees may elect to contribute between 1 and 10% of their before-tax income to the Plan. The option to change this election will be afforded the first of each calendar year.

Employee contributions, adjusted for investment gain and losses, will be 100% vested.

Contributions will be limited to the maximum allowable under IRS regulations, and are subject to an annual discrimination test.

c. A trustee will be delegated to invest funds contributed to the Plan in a choice of portfolios, based on the election made by the participating employee.

- D. The Soo Line will establish a review board, consisting of an equal amount of Soo Line management and Union representatives who will select the investment manager and additionally resolve disputes arising out of the administration of the Plan.
 - The Soo Line will be responsible for administration of the Plan including selection of the Plan's trustee and recordkeeper. As provided under Employee Income Security Act (ERISA), the Plan will be subject to an annual audit by the Soo Line's external auditors.
- E. An employee may withdraw his funds at any time after termination of employment or disability or after reaching age 59-1/2.
 - Active employees cannot withdraw these funds without a 10% early withdrawal penalty prior to age 59-1/2, unless they satisfy specific hardship withdrawal guidelines established by the IRS which includes the purchase of a home, college tuition, and extreme medical expenses.
- F. Soo will be responsible for the administrative costs related to the initial set up and ongoing administration of the Plan. The participating employee will be responsible for all investment management fees.
- It is recognized that the 401K Plan, which permits the sheltering of income in such authorized programs, is derived from the application of Section 401(K) of the Internal Revenue Code, as amended, and is thus governed by statutes which may necessitate future amendments to this Plan.

DEPENDENT CARE ASSISTANCE PLAN

Effective January 1, 1992, the Dependent Care Assistance Plan (established pursuant to Section 125 and 129 of the Internal Revenue Code) was negotiated, and is available to all eligible employees working under the B.M.W.E. Agreement.

(General information contained below is not intended to take the place of the summary plan description. If any information contained below is found to conflict with the summary plan description, it will be the summary plan description that supercedes.)

This Plan allows eligible employees to pay for dependent care expenses with "pretax" dollars. Additional details of the Plan and enrollment forms will be forwarded to all B.M.W.E. members by the Soo Line prior to the beginning of each calendar year.

It is understood that this Plan will be offered to maintenance of way employees and that the Soo Line may amend, modify or terminate the Dependent Care Plan at any time for any reason. In such case that the Soo Line would choose to terminate the Plan, 30 days advance written notice shall be given to all active participants and the General Chairman.

TERMINATION OF SENIORITY

In accordance with Article IV of the National Agreement, the seniority of any employee who establishes B.M.W.E. seniority after October 17, 1986 and who is laid off for 365 consecutive days will be terminated if that employee has less than 3 years of seniority.

- The Carrier is obligated to give preference to Maintenance of Way employees of that railroad who have been laid off and who apply for employment during such period of layoff and prior to termination of seniority at any location on that railroad, provided such employees are able to meet the physical and other re-employment requirements of that railroad.
- 2. In order to be entitled to this preference, employees must maintain an application at a location designated by the Carrier and keep their current address on record with the Staffing Services. Failure to comply with these requirements will constitute relinquishment of this right.

LISTING OF LOCAL LODGE GRIEVANCE CHAIRPERSONS

Any inquiries regarding rules, seniority, etc. should first be directed to your Local Chairperson.

Lodge # & Location	Local Chairperson	Telephone #	E-mail Address:
42 - Chicago, IL	Ivan Ochoa	(773) 573-9462	ochoalegalaa@yahoo.com
99 - Milwaukee, WI	Corey Shisler	(262) 417-0395	cshisler138@yahoo.com
331 - Wabasha, MN	Leslie Radsek	(507) 208-5182	lrad77@icloud.com
420 - Hastings, MN	Bart Johnson	(612) 237-0625	bartman_199@hotmail.com
928 - Minneapolis, MN	Jason Kuss	(612) 247-0551	kussmjason@hotmail.com
1481 - Minot, ND	Brad Rexine	(701) 500-9695	rexinebrad@gmail.com
1488 - Glenwood, MN	Robert Ruffcorn	(320) 760-8978	ruffcorn2@gmail.com
1490 - Thief River Falls, MN	Josh Jacobson	(218) 280-7582	joshjacobson1984@outlook.com
1498 - Harvey, ND	Kenny Asleson	(701) 351-4491	asleson11@hotmail.com
1552 - Fargo, ND	John Soma	(701) 328-2003	amos1002012@gmail.com
1662 - Superior, WI	Eric Winkler	(218) 591-8202	winkler422@yahoo.com
1906 - St. Paul, MN		(651) 329-5533	cardy11@yahoo.com
1965 - LaCrosse, WI	Dustin Madison	(608) 633-5251	dmad1234567@gmail.com
2643 - Portage, WI	Eric Meyer	(608) 235-2734	ericmmeyer@charter.net

When contacting your Local Chairperson, keep in mind that they also work on the railroad and may not be available at these telephone numbers during the day. You may also contact any Local Chairman that may be working in your area with questions.

The mailing address for General Chairman George Loveland is:

Regular business hours for the System Office are 7:00 a.m. to 4:00 p.m.

REQUEST FOR SCHEDULE OF RULES

FAX TO: Staffing Services 1-866-535-1069

OR EMAIL TO: Kathleen_Lal	Beause@cpr.ca		
n accordance with the Sorequest for a copy of the Bor Pay and Working Condicted the following property (pleas)	SMWED Schedule itions of Employes	of Rules Governing H	lours of Service, Rates
Former Soo Li (covering trackage from Mir Superior, W	nneapolis west &		Milwaukee territory from St. Paul east)
Since I am required to wo hat you provide me with a Thank you.			•
Signature: Print Name: Address:			
Phone: Seniority date: Today's date:			_

(BMWED REQ AGMT FORM)

SENIORITY ELECTION FORM

Former Milwaukee Territory

FAX TO: OR	Staffing Services 1-866-535-1069
_	Kathleen_LaBeause@cpr.ca
	ce with the Schedule of Rules Agreement, please be advised that I was hired for the position of or
	a Gang # Therefore, please be further advised that due to the
-	stablished my seniority on a System Extra Gang, I hereby elect to hold my
	the Division indicated below on the former Milwaukee territory:
,	
	Northern Division Southern Division
Thanl	k you.
Signature:	
Print Name:	
Address:	
Phone:	
Today's date	e:

(BMWED DIVISION ELECTION FORM)

DATE			Pag	ge of
	MAINTENANCE OF WA	AY APPLICATION I	FOR BULLETINE	D POSITIONS
Please Check	SOO SIDE	_ OR	MILW SIDE	<u> </u>
Please Print (PRII	NT NEATLY)			
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ADDRESS:				
CITY, STATE	i:			
PHONE:			PAY	'ROLL #:
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SIGNATURE:				
Mail or fax to:	Canadian Pacific Engineering Southern R 1010 Shop Road Saint Paul, MN 55106	legion E	AX: 1-866-535-10 MAIL: US_BMW HONE NO: 651-49 EVISED: 4/10/20	E@cpr.ca 95-9527

REQUEST FOR BULLETINS

Staffing Services 1-866-535-1069

FAX TO:

OR

EMAIL TO: Kathlee	en_LaBeause@cpr.ca	
	he Schedule of Rules Agreement, please consider this as my reque bulletins and awards forwarded to me at my home address while I a	
Thank you.		
Signature:		
Print Name:		
Address:		
Phone:		
Today's date:		

REQUEST FOR ELECTRONIC COPIES OF BULLETINS

Staffing Services 1-866-535-1069

EMAIL TO: Kathleen_LaBeause@cpr.ca

FAX TO:

OR

BMWE Bulletin/Award Email Mailing List Request Form
I would like to request to have the bulletins/awards emailed to my email address:
I understand that I will <u>not</u> receive the bulletins/awards via U.S. postal mail as a paper copy upon receipt of this request. I also understand that it is my responsibility to contact Staffing Services if at any point in time my email address changes or becomes unavailable to me.
Print Name
Employee Number
Signature:
Date: