

Buchanan Ingersoll & Rooney PC
Attorneys & Government Relations Professionals

Robert S. Hawkins
(212) 440-4488
robert.hawkins@blpc.com

1290 Avenue of the Americas
30th Floor
New York, NY 10104

T (212) 440-4400
F (212) 440-4401

www.buchananingersoll.com

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Via Electronic Filing

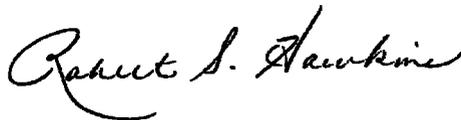
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Suite 100
Washington, DC 20024

Re: Finance Docket No. 33556, Sub. No. 6

To Chief, Section of Administration:

Please find attached the electronically-filed Reply to Petition to Enforce Compliance with Board's September 29, 2011 Order of Petitioners Canadian National Railway Co., Grand Trunk Corp., Grand Trunk Western R.R., Co., Illinois Central Corp., Illinois Central R.R. Co., Chicago Central & Pacific R.R. Co., and Cedar River R.R. Co.

Sincerely,



Robert S. Hawkins

RSH/mmh
Attachment

cc: Michael Wolly, Esquire (w/encl.) (via Email and UPS Overnight Mail)
Joseph R. Mazzone, Esquire (w/encl.) (via Email and UPS Overnight Mail)

SURFACE TRANSPORTATION BOARD

Finance Docket No. 33556 (Sub-No. 6)

**Canadian National Railway Co., Grand Trunk Corp. and Grand Trunk Western R.R., Inc.
– Control – Illinois Central Corp., Illinois Central R.R. Co., Chicago Central & Pacific
R.R. Co., and Cedar River R.R. Co**

**REPLY TO PETITION TO ENFORCE COMPLIANCE
WITH BOARD'S SEPTEMBER 29, 2011 ORDER**

Theodore K. Kalick
CN
601 Pennsylvania Avenue, NW
Suite 500N
Washington, DC 20004
(202) 347-7840

Robert S. Hawkins
BUCHANAN, INGERSOLL & ROONEY, P.C.
1290 Avenue of the Americas, 30th Floor
New York, NY 10104
Tel: (212) 440-4486
Fax: (212) 440-4401

Joseph P. Sirbak
Kelly Bannister Saarela
Matthew A. Fontana
BUCHANAN, INGERSOLL & ROONEY, P.C.
Two Liberty Place
50 S. 16th Street, Suite 3200
Philadelphia, PA 19102-2555

*Attorneys for Canadian National Railway Co.,
Grand Trunk Corp., Grand Trunk Western R.R.,
Co., Illinois Central Corp., Illinois Central R.R.
Co., Chicago Central & Pacific R.R. Co., and
Cedar River R.R. Co.*

Dated: December 28, 2011

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I. INTRODUCTION AND SUMMARY

Canadian National Railway Co. (“CNR”), Grand Trunk Corp., and Grand Trunk Western R.R., Co. (“GTW”), Illinois Central Corp., Illinois Central R.R. Co. (“IC”), Chicago Central & Pacific R.R. Co., and Cedar River R.R. Co. (collectively, “CN” or the “Carrier”), pursuant to 49 C.F.R. § 1104.13, hereby reply to the Verified Petition (“Petition”) of the American Train Dispatchers Association (“ATDA”) to “enforce compliance” with the Board's decision served October 4, 2011 in Finance Docket No. 33556 (Sub-No. 5) (“Decision”).¹ As demonstrated below, ATDA's Petition is without merit and should be denied.

The instant Petition arises from CN's attempt to complete the consolidation of train dispatching work on CN's rail affiliates in the United States. On November 22, 2011, CN served a revised notice under Section 4 of the *New York Dock* conditions that it would consolidate all three of its remaining U.S. dispatch operations into a single, integrated

¹ ATDA's Petition refers to the Board's Decision as the September 29, 2011 Decision. However, the service date of the Decision is October 4, 2011. Henceforth, this reply refers to the service date.

dispatching center in CN's U.S. headquarters in Homewood, IL.² Under the November 22 Section 4 notice, CN seeks to combine all train dispatching currently performed by GTW, IC and Wisconsin Central Ltd. ("WC"). Consolidating CN's U.S. dispatching operations will enable the Carrier to achieve undeniable efficiencies and public benefits.

Almost three years earlier, through a Section 4 notice dated February 3, 2009, CN tried to combine the dispatching operations of just two of its railroads, *i.e.*, GTW and IC. At the time of that Section 4 notice, CN had just begun to implement its acquisition of Elgin, Joliet & Eastern Railway Company ("EJ&E"), a transaction that was approved by this Board on December 24, 2008, and consummated on January 31, 2009. Before the EJ&E acquisition, WC's rail lines were not contiguous with CN's other railroads to the south and east, and there were few efficiencies to be gained by consolidating the WC dispatchers (already located at but working separately at Homewood) with those of GTW and IC.

CN's efforts to integrate the GTW and IC dispatchers were blocked by the arbitration award issued on February 1, 2010 by Arbitrator Don A. Hampton ("Hampton Award") which was reviewed by this Board in its October 4, 2011 Decision. As noted in the Board's Decision, key elements of the Hampton Award, such as the creation of separation allowances for employees who were *not* dismissed, threatened to deprive CN of the services of dispatchers who were needed to staff a consolidated GTW/IC dispatching center. (Decision at 15). Moreover, the Hampton Award purported to mandate that CN consolidate the GTW and IC dispatchers in accordance with the terms of the award. Until reviewed by this Board, the Hampton Award created substantial uncertainty concerning CN's obligations.

² CN's November 22, 2011 Section 4 notice is attached to ATDA's Petition as Exhibit A. The Section 4 notice was originally served on November 16, 2011. To address a procedural objection by ATDA, CN re-served the notice on November 22, 2011.

The Board's Decision vacated the key elements of the Hampton Award because the "Hampton Award uses the wrong legal standard, makes a significant factual error, and grants benefits to employees that exceed New York Dock." (Decision at 17). The Board also expressly vacated the "mandatory consolidation of dispatchers" aspect of the Hampton Award, holding that "Arbitrator Hampton lacked authority to order CN to proceed with the proposed consolidation, or to proceed on a specified timetable." (Decision at 10). The Board affirmed the Hampton Award only to the limited extent that it granted certain challenged benefits, such as "house hunting" allowances. (Decision at 13).

In the nearly three years since the February 2009 Section 4 notice, CN has largely completed the integration of EJ&E into its U.S. rail operations. As anticipated, EJ&E has become a seamless link in the various CN lines that radiate from Chicago. WC is now, for the first time, contiguous with GTW and IC because of the EJ&E connection, and train operations are increasingly conducted over GTW/IC/EJ&E/WC lines on a run-through basis. These changes and increases in traffic flow now make it possible for CN to achieve greater efficiencies and public benefits by integrating all of its remaining U.S. train dispatching functions.

ATDA's Petition improperly demands that CN be required to proceed with just the obsolete consolidation of only GTW and IC dispatchers, as proposed in the February 2009 notice. ATDA seeks to prevent CN from achieving the efficiencies made possible by the complete consolidation of CN's U.S. train dispatching function, as proposed in the November 22, 2011 Section 4 notice.

As the sole basis for its Petition, ATDA asserts that the Board's October 4, 2011 Decision somehow *obligated* CN to proceed with the consolidation of just GTW and IC dispatchers, even though subsequent events now make it feasible and efficient to achieve the complete consolidation of CN's U.S. dispatching function. However, the Board's Decision ruled

specifically that CN was *not* required to proceed with any “particular transaction or consolidation” and vacated the Hampton Award to the extent that it held otherwise. (Decision at 10). ATDA's demand that CN proceed with a consolidation of just the GTW and IC dispatchers, and then serve yet another notice under Section 4 of the *New York Dock* conditions and proceed with a *third New York Dock* negotiation/arbitration process is without support in legal precedent or public policy. Rather, the effect of requiring CN to complete the *New York Dock* negotiation/arbitration process three times to consolidate its U.S. dispatching operations would be to unnecessarily and improperly delay CN's ability to achieve the public benefits that a presently feasible and desirable consolidation would make possible.

II. STATEMENT OF THE CASE

Since its acquisition of IC in 1999, CN grew its rail transportation network in the United States by acquiring, through separate transactions: WC (in 2001), Duluth, Missabe and Iron Range Railway Company and Bessemer and Lake Erie Railroad Company (in 2004), and, most recently, EJ&E (in 2008).³ In seeking approval from the Board for each of these acquisitions, CN explained that efficiencies would be achieved by eventually creating a consolidated dispatching operation.⁴

In October 2007, CN announced that it would relocate the WC dispatchers then working in Stevens Point, Wisconsin to Homewood, Illinois.⁵ Homewood is the location of IC's dispatching center. In 2007, the lines of WC and IC were *not* contiguous. In fact, trains

³ See *Canadian Nat'l Ry. Co. and Grand Trunk Corp. – Control – EJ&E West Co.*, Finance Docket No. 35087 (STB served Dec. 24, 2008).

⁴ Citations to relevant pages of CN's STB applications are set forth at pages 5 and 6 of CN's Petition for Review of the Hampton Award.

⁵ The factual statements supporting this Reply are verified in the Declaration of Hunsdon Cary, IV, submitted herewith as Exhibit A.

traveling between WC and CN's Midwest U.S. rail affiliates (IC and GTW) were able to connect only via trackage rights over EJ&E or other non-CN railroads. EJ&E was then owned by United States Steel Company, and EJ&E dispatched its own lines. As a result, the work of the WC dispatchers could not readily be combined with IC or other railroads owned by CN, and there was limited public benefit to be obtained from consolidating the work of the WC and IC dispatchers.

In February 2009, just over a month after the STB approved the EJ&E acquisition, and just as the implementation of that transaction began, CN served notices under Section 4 of *New York Dock* to consolidate the train dispatching operations of GTW and IC in Homewood. The February 2009 Section 4 notice was ultimately the subject of the Hampton Award. As noted by the Board in its Decision, CN did not, at the time of the 2009 Section 4 notices, seek to consolidate the dispatching operations of WC with the IC and GTW dispatching operations. (Decision at 2 n. 7).

However, in the nearly three years since service of the February 2009 Section 4 notice, changes in operations have made it feasible and efficient for CN to consolidate *all* of its U.S. dispatchers, including those employed by WC, into a single operation. Most importantly, over the past three years, CN has largely implemented and integrated EJ&E into CN's U.S. rail operations. EJ&E loops around Chicago, and connects -- for the first time -- the lines of WC to GTW and IC trackage over CN lines. WC's lines are now contiguous with GTW and IC.⁶ Moreover, CN's investment in capital improvements on EJ&E now make it possible for WC trains originating on the south side of Chicago to travel via EJ&E to the northern terminus of WC under the direction of the same dispatching desk. The same is true for the reverse movement of traffic. Thus, with the implementation of the EJ&E transaction and changes and

⁶ EJ&E lines are dispatched by IC train dispatchers.

increases in traffic flow, the full consolidation of train dispatching functions into a single operation has become feasible and would promote even greater efficiencies.

In the period between issuance of the Hampton Award in February 2010 and this Board's October 4, 2011 Decision, CN's obligations under the Hampton Award were unclear. As noted in the Board's Decision, several of the conditions imposed by the Hampton Award threatened to deprive CN of the necessary forces to staff its dispatching operation if CN actually tried to proceed with the proposed relocation of work. At the same time, the Hampton Award purported to order CN to proceed with the transaction proposed in the February 2009 Section 4 notices under the terms of the Hampton Award, even though the Arbitrator had no authority to do so (and his award on that point was vacated by this Board). Thus, CN was in the proverbial "Catch 22" predicament of being directed to proceed with a consolidation that could not possibly be achieved under the conditions mandated by the Hampton Award.

Following this Board's Decision vacating the core elements of the Hampton Award, CN reviewed its options for combining its U.S. train dispatching operations. With implementation of the EJ&E transaction, CN is now in a position to achieve additional public benefits by combining all of its U.S. dispatching operations. Moreover, it makes no sense for CN to negotiate or arbitrate an agreement concerning subjects such as seniority or allocation of work to combine just two of its dispatch operations, only to be required negotiate or arbitrate an entirely new agreement covering the same employees plus the WC dispatchers immediately thereafter – particularly when CN knows now that it intends to combine all three dispatching operations. In this regard, it bears mention that GTW employs only 14 dispatchers, whereas WC employs 26 dispatchers and IC employs 38 dispatchers. Accordingly, on November 22, 2011, following the Board's Decision, CN served a new Section 4 notice that seeks to combine the

dispatching operations of GTW, IC and WC, and thereby achieve a complete consolidation of CN's dispatching operations in the United States.

ATDA has raised a variety of procedural objections to the November 22 Section 4 notice and has insisted that CN re-negotiate and possibly re-arbitrate an agreement to implement its *February 2009* Section 4 notices to consolidate just the GTW and IC dispatchers before serving yet another *New York Dock* notice -- and completing yet another round of negotiation and possible arbitration -- to add the WC dispatchers to the combined GTW/IC operation. The obvious effect of ATDA's position is to delay further the date on which CN will achieve the public benefits made possible by a consolidation of CN's U.S. dispatching operation.

ATDA's Petition does not deny -- nor could it -- that CN can now achieve greater efficiencies by combining the three dispatching operations into one; moreover, any such argument would have to be made, in the first instance, before a *New York Dock* arbitrator selected to arbitrate a dispute concerning CN's *November 22, 2011* Section 4 notice. Likewise, ATDA identifies no precedent or policy reason why CN should be required to delay achieving the public benefits of consolidating the three operations by going through three successive *New York Dock* processes to consolidate a single function.

III. LEGAL ARGUMENT

A. The Board Did Not Order CN to Consolidate the GTW and IC Dispatchers.

Simply put, there is no legal support for ATDA's Petition. This Board did not direct CN to consolidate just the GTW and IC train dispatchers. Rather, the Board exercised its discretion, under its *Lace Curtain* standard, to review the terms of an arbitration award that

would govern implementation of the proposed consolidation of GTW and IC dispatchers, “if and when” CN chose to proceed with such a consolidation.⁷ Decision at 15 n. 56.

The Board's Decision specifically ruled that CN was ***not*** required to proceed with the proposed consolidation of GTW and IC train dispatchers. On this very point, the Board noted that portions of the Hampton Award “appear to require CN to initiate consolidation of its dispatching operations by March 1, 2010, in accordance with the terms of the Hampton Award.” However, ATDA ***conceded***, and this Board ruled, that CN was not required to “proceed with a particular transaction or consolidation. Rather, an award may only establish terms that will apply ***if and when a carrier does proceed*** with a consolidation.” Decision at 10 (emphasis supplied). Accordingly, the Board vacated the Hampton Award “to the extent it conflicts with New York Dock by requiring CN to proceed with its dispatching consolidation.” Decision at 10.⁸ The Board's Decision on this point is directly on point and dispositive of this issue:

Mandatory Consolidation of Dispatchers

CN objects to the portions of the Award that appear to require CN to initiate consolidation of its dispatching operations by March 1, 2010, in accordance with the terms of the Hampton Award. ATDA concedes that arbitration awards issued pursuant to New York Dock may not require a carrier to proceed with a particular transaction or consolidation. Rather, an award may only establish terms that will apply if and when a carrier does proceed with a consolidation. ***We agree with the parties that Arbitrator Hampton lacked authority to order CN to proceed with the proposed consolidation, or proceed on a specified timetable. Because such an order is outside of the scope of the arbitrator's authority, we vacate the Hampton Award to the extent it conflicts with New York Dock by requiring CN to proceed with its dispatching consolidation.***

Decision at 10 (emphasis supplied).

⁷ *Chi. & N. W. Transp. Co. - Abandonment*, 3 I.C.C.2d 729, 736 (“*Lace Curtain*”), *aff'd sub nom. Int'l Bhd. of Elec. Workers v. ICC*, 862 F.2d 330 (D.C. Cir. 1988).

⁸ *See also* Decision at 15 n. 56 (“if and when this consolidation proceeds”).

The Board's ruling that CN is not required to proceed with the February 3, 2009 Section 4 notice is consistent with Board precedent. In *Union Pacific/Southern Pacific Merger - Enforcement of Arbitration Award*, 4 S.T.B 531 (2000), the Board denied a petition for enforcement of an arbitration award filed by the Transportation-Communications International Union ("TCU"). In that case, the carrier served a notice on June 11, 1998 to consolidate certain clerical work. Following receipt of a draft arbitration award, the carrier declined to proceed with its initial plan of implementation. TCU then sought an order compelling the carrier to comply with the arbitration award. However, with reasoning directly applicable here, the Board denied TCU's request and ruled that if the carrier "adopts an implementation plan that differs from the one proposed in its June 11, 1998 notice, the carrier will have to serve a new notice and proceed under New York Dock if there are objections to the notice." 4 S.T.B. at 536. The Board further ruled that the carrier would be required to abide by the existing arbitration award only if the carrier "later seeks to revive its June 11, 1998 notice or the plan that led to that notice." *Id.*

In the present case, following the passage of nearly three years after its February 3, 2009 Section 4 notices, and based on significant changes to its operations, CN has declined to proceed with the February 2009 notices and to implement instead a complete consolidation of its U.S. train dispatching operations. This consolidation includes two dispatching groups (IC and WC) that are significantly larger than the GTW dispatchers. Just as the Board directed in *Union Pacific*, the Carrier properly issued a new Section 4 notice and sought negotiations pursuant to the *New York Dock* procedures. ATDA's argument that CN is somehow obligated to proceed with its February 2009 plan is erroneous.

CN's proposed consolidation of its three U.S. dispatching centers is not, in any way, an attempt to "sidestep" its obligations. (ATDA Petition at 3). On the contrary, the full consolidation of CN's three U.S. dispatch centers is consistent with the Carrier's repeated

statements to the STB in the context of several acquisitions that it would consolidate dispatching into a single operation. The passage of time since the Carrier's February 2009 Section 4 notice has had a critical effect. In February 2009, when the original Section 4 notice was served, CN had barely begun the process of implementing the EJ&E acquisition, a transaction that was consummated just three days before the Section 4 notice was served. Because of the length of the negotiation and arbitration process relating to the February 2009 Section 4 notice and the appeal of Hampton Award to this Board, almost three years have now passed. During this time period, implementation of the EJ&E transaction has made it possible for CN to achieve greater efficiencies by consolidating all three of its U.S. dispatching operations.

ATDA's claim that CN is seeking a second "bite at the apple" of consolidating dispatchers under the IC collective bargaining agreement is misleading and erroneous. In its Decision, the Board did not reach the merits of CN's argument that the GTW and IC dispatching forces should have been combined under the IC collective bargaining agreement. Rather, the Board vacated the Arbitrator's ruling because it applied the wrong legal standard and made a critical factual error. The Board ruled that the "extent to which it is necessary to override the [GTW] CBA should be addressed in further negotiations, or, should negotiations fail, arbitration under the proper standard." Decision at 7. ATDA's suggestion that CN needs a second bite at the apple ignores the reality that no final decision was made as to the extent to which the GTW collective bargaining agreement should be overridden.

B. ATDA's Demand for Benefits Under the Hampton Award Must be Submitted to Negotiation and, if Necessary, Arbitration.

ATDA complains that, if CN is permitted to seek a consolidation of three dispatch centers, GTW employees "will lose the favorable provisions of the Hampton award that survived the Board's review." (ATDA Petition at 3-4). This argument is both premature and incorrect.

First, while ATDA seems to believe that arbitration is inevitable, the *New York Dock* conditions require the parties to *negotiate* for the purpose of reaching a voluntary implementing agreement. Past decisions of this Board reflect that the parties must approach these negotiations in good faith. ATDA should be required to comply with its obligation and meaningfully participate in the required negotiations under *New York Dock* pursuant to the Carrier's November 22, 2011 Section 4 notice and repeated requests for negotiations. In the context of such negotiations, it is entirely possible that the parties would voluntarily agree to some or all of the benefits granted by Arbitrator Hampton. Thus, to the extent that ATDA complains about the possible loss of the benefits granted by Arbitrator Hampton and not vacated by the Board, ATDA's arguments are premature.

Second, ATDA's insistence on preserving aspects of the Hampton Award not vacated by the Board is an improper attempt to dictate some -- but not all -- of the terms of an implementing agreement resulting from the Carrier's November 22, 2011 Section 4 notice. Just as in *Union Pacific*, CN has elected not to pursue a transaction initially proposed, but rather to effectuate a different transaction -- here, a complete consolidation of its U.S. train dispatching operations. The terms that will govern this complete consolidation will be decided through negotiation or, if necessary, arbitration. ATDA's attempt to dictate that an arbitrator grant the same benefits awarded by Arbitrator Hampton is improper.

This is not to suggest that there is no precedential value to the aspects of Arbitrator Hampton's award that were not vacated by the Board. As the Board held in *Union Pacific*, the surviving elements of the Hampton Award are "not moot and not without future precedential value." 4 S.T.B. at 534. ATDA will have an opportunity to try to negotiate an agreement containing similar terms or to argue that such terms should be included in a new implementing agreement. However, the Carrier has an obligation to "comply" with the award

only if it adopts the implementation plan that was at issue in the award.” *Id.* Because the Carrier has elected to pursue a complete consolidation of its U.S. train dispatching operations, rather than the limited consolidation of GTW and IC dispatching, the Hampton Award does not have binding effect.⁹

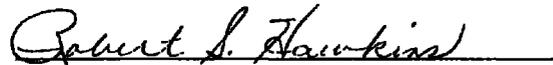
⁹ By demanding to insulate Arbitrator Hampton's enhancements from the negotiation and arbitration process, ATDA seeks to require that any implementing agreement include those parts of the Hampton Award favorable to ATDA, while leaving ATDA free to seek still further enhancements on other subjects. Not surprisingly, ATDA cites no precedent for its position.

IV. CONCLUSION

For the foregoing reasons, ATDA's Petition should be denied.

Respectfully submitted,

Theodore K. Kalick
CN
601 Pennsylvania Avenue, NW
Suite 500N
Washington, DC 20004
(202) 347-7840


Robert S. Hawkins
BUCHANAN, INGERSOLL & ROONEY, P.C.
1290 Avenue of the Americas, 30th Floor
New York, NY 10104
Tel: (212) 440-4486
Fax: (212) 440-4401

Joseph P. Sirbak
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Two Liberty Place
50 S. 16th Street, Suite 3200
Philadelphia, PA 19102-2555

*Attorneys for Canadian National Railway Co.,
Grand Trunk Corp., Grand Trunk Western R.R.,
Co., Illinois Central Corp., Illinois Central R.R.
Co., Chicago Central & Pacific R.R. Co., and
Cedar River R.R. Co.*

Dated: December 28, 2011

EXHIBIT A

DECLARATION OF HUNSDON CARY, IV

1. My name is Hunsdon Cary, IV. I am employed by Canadian National Railway Company as General Manager of CN's Southern Region Operations Center. I have responsibility for the development and execution of the train plan, including train dispatching, for the U.S. rail companies owned, directly or indirectly, by Canadian National Railway Company ("CNR"). These rail companies include the Illinois Central Railroad Company ("IC"), Grand Trunk Western Railroad Company ("GTW"), Duluth, Winnipeg and Pacific Railway Co. ("DWP"), Wisconsin Central Ltd. ("WC"), Duluth, Missabe and Iron Range Railway Co. ("DMIR"), Bessemer and Lake Erie Railway Company ("BLE"), Chicago, Central & Pacific Railroad Company ("CCP"), Cedar River Railroad Company ("CRR"), Pittsburgh & Conneaut Dock Company ("PCD") and the Elgin, Joliet and Eastern Railway Company ("EJ&E"). These railroads operate in the United States under the trade name "CN." I make this Declaration in support of CN's reply to the Petition of American Train Dispatchers Association ("ATDA") for an order to Enforce the Board's September 29, 2011 Order.

2. On November 22, 2011, CN served a revised notice under Section 4 of the *New York Dock* conditions that it would consolidate all three of its remaining U.S. dispatch operations into a single, integrated dispatching center in CN's U.S. headquarters in Homewood, Illinois. The Section 4 notice was originally served on November 16, 2011. Under the November 22 Section 4 notice, CN seeks to combine all train dispatching currently performed by GTW, IC and Wisconsin Central Ltd. ("WC"). GTW employs 14 dispatchers; WC employs 26 dispatchers; and IC employs 38 dispatchers. Consolidating CN's U.S. dispatching operations will enable CN to achieve efficiencies and public benefits.

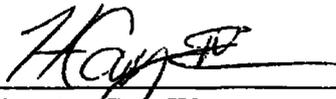
3. On February 3, 2009, CN served a Section 4 notice through which it tried to combine the dispatching operations of just GTW and IC. At the time of that Section 4 notice, CN had just begun to implement its acquisition of Elgin, Joliet & Eastern Railway Company

("EJ&E"). Before the EJ&E acquisition, WC's rail lines were not contiguous with CN's other railroads to the south and east, and there were few efficiencies to be gained by consolidating the WC dispatchers, who were already located at but working separately in Homewood, with those of GTW and IC.

4. In October 2007, CN announced that it would relocate the WC dispatchers, then working in Stevens Point, Wisconsin to Homewood, Illinois. Homewood is the location of IC's dispatching center. In 2007, the lines of WC and IC were not contiguous to CN's rail lines to the south and east. In fact, trains traveling between WC and CN's Midwest U.S. rail affiliates (IC and GTW) were able to connect only via trackage rights over EJ&E and other non-CN railroads. EJ&E was then owned by United States Steel Company, and EJ&E dispatched its own lines. As a result, before the EJ&E acquisition, the work of the WC dispatchers could not readily be combined with IC or other railroads owned by CN, and there was limited public benefit to be obtained from consolidating the work of the WC and IC dispatchers.

5. In the nearly three years since the February 2009 Section 4 notice, CN has largely completed the integration of EJ&E into its U.S. rail operations. EJ&E loops around Chicago, and connects -- for the first time -- the lines of WC to GTW and IC trackage over CN lines. Because of the EJ&E connection, train operations are increasingly conducted over GTW/IC/EJ&E/WC lines on a run-through basis. CN's investment in capital improvements on EJ&E now makes it possible for WC trains originating on the south side of Chicago to travel via EJ&E to the northern terminus of WC under the direction of the same dispatching desk. The same is true for the reverse movement of traffic. These changes and increases in traffic flow now make it possible for CN to achieve greater efficiencies and benefits by integrating all of its remaining U.S. train dispatching functions.

I have read the foregoing Declaration, and I swear, under penalty of perjury under the laws of the United States of America, that it is true and correct to the best of my knowledge, information and belief.



Hunsdon Cary IV

12/22/2011

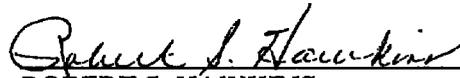
DATE

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of December, 2011, I caused to be served a true and correct copy of the foregoing Reply to Petition to Enforce Compliance with Board's September 29, 2011 Order via electronic mail and UPS Overnight Mail upon the following:

Michael Wolly, Esquire
Zwerdling, Paul, Kahn & Wolly, PC
1025 Connecticut Avenue, NW
Suite 712
Washington, DC 20036

Joseph R. Mazzone, Esquire
Schenk Duffy Carey Ford and Mazzone LTD
3033 West Jefferson Street
Suite 208
Joliet, IL 60534-5252


ROBERT S. HAWKINS