



Labor Relations
Suite 800
120 S. 6th St
Minneapolis, MN 55402

April 16, 2021

Mr. Dale E. Bogart, Jr.
General Chairman BMWED
3321 B Vestal Parkway East
Vestal, NY 13850

RE: Ability to fill Open Positions on the D&H

Dear Mr. Bogart,

This is further to the discussions between the Company and the Union concerning unfilled open positions on the D&H. The Parties has discussed in great detail how positions are filled on the D&H and have agreed to the below changes:

*From Section 2 (g) of the April 15, 2015 D&H/CPR-BMWED Implementing Agreement (Revisions in **Bold** for CMQ Work Agreement for D&H BMWED Employees)*

(g) Rights to Maintenance of Way positions on the D&H system shall be based on the relative ranking on the D&H System Seniority Roster, subject to application of prior rights.

A furloughed employee who is recalled **or actively working employee who voluntarily exercises seniority (through bid or displacement)** to a fixed headquartered position on other than the employee's prior right district and which is in excess of one hundred (100) miles from the employee's residence shall be paid such expenses as are payable to mobile production gang employees pursuant to BMWED-D&H CBA Rules 21 and 22. **This language does not serve to deny preference to employees with prior rights designation where the position is assigned to such fixed headquartered positions ahead of otherwise senior employees with a different prior rights designation or junior system employees hired after September 18, 2015.**

The Parties further agree that there may be times when positions remain unfilled even after adopting the language above. In the event that a position remains unfilled after all regular fill provisions are exhausted the Company may:



1. Force the junior qualified employee from a different prior rights district to an open position for a period of forty (40) working days. When a furloughed employee is forced from his/her prior right district in this manner and the work location is in excess of one hundred (100) miles from the employee's residence, the employee shall be paid such expenses as are payable to mobile production gang employees pursuant to the BMWED-D&H CBA Rules 21 and 22.
2. At the end of the forty (40) working days the employee who has been forced can elect to return to his/her home district, by requesting release by the last work day of his/her work week following the fortieth (40th) day. The employee may also elect to stay on the position, making that person an automatic bidder, and that position would no longer be subject to bulletin.
3. If the employee elects to return to his/her home district the company will re-bulletin the position, with the understanding that after all regular fill options have been exhausted the junior employee from a different prior rights district may be forced to the position as outlined in paragraph 1 and 2 of this agreement.
4. The purpose of this rule is to allow for the Carrier to have additional ability in filling positions by: First, allowing all employees to make application thereto such positions; and Second, to assure coverage subject to seniority provisions provided in this agreement.

If you are in agreement with the foregoing terms and conditions, please signify your concurrence by signing in the space provided below and return one signed copy of this letter to me for the Company's records.

For the Company:

For the Union:

Myron Becker Date
Chief Labor Officer

Dale Bogart, Jr Date
General Chairman

Sean D. Gerie Date
BMWED Vice President, NE Region