



**Brotherhood of Maintenance of Way Employees Division
of the International Brotherhood of Teamsters**

NORTHEASTERN SYSTEM FEDERATION

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Dale E. Bogart Jr.
General Chairman

April 22, 2021

(Sent via electronic mail and USPS 1st Class)

MEMO

TO: D&H BMWED Membership

FROM: Dale E. Bogart Jr., General Chairman

Re: *Work Opportunities on CP's Central Maine and Quebec Railways US property
Ability to Bid and Fill Vacant/Open positions on the D&H
Protecting Overtime Coverage on D&H (while forces on CMQ)
Simplification of certain Contracting Out transactions*

Dear Brothers and Sisters,

I am pleased to announce that after more than a year of discussions and ideas, some of which came from some of you in the field and were shared in those discussions, that the Union and the Company have reached a tentative agreement with regard to expanding work opportunities for D&H BMWED members on the Central Maine and Quebec property. Attached herein, you will find a copy of that agreement, as well as some other letters of understanding that are part of the entire agreement package that addressed some of our outstanding concerns that have lingered at the same time attempting to address some of the Company's concerns as well. It will be ultimately up to you as a Bargaining Unit to either accept or decline this offer with the attached ballot that I encourage you please participate in by voting and returning by May 14, 2021 when the ballots are to be counted.

Below, I have provided a brief summary of each item of consideration in this package. I would encourage you to please take the time to read through the summaries, but more importantly, the actual agreements thoroughly as well so to be in best position to make an informed and educated vote on this matter.

I. Work Opportunities on CP's Central Maine and Quebec Railways US property

Starting with the obvious, this agreement, if ratified poses to provide additional work opportunities for a significant number D&H BMWED employees who since the line sale in 2015, lowered traffic levels and the property remaining in a relative state of good repair, have continually endured and suffered through shorter work seasons. In 2021 alone, without this additional work opportunity provided in this agreement, Production Forces stand to be furloughed at best, by early August 2021, and at worst, early to mid-July 2021. Obviously we understand the anxiety and stress that this has placed on some our members trying to figure out how to make ends meet during those times and what led to the Union

brining this matter forth and attempt to work with the Company as best we could to reach a what we believe is a fair deal that should provide some relief to you and your families' stress with regard to job stability. There are some differences under this agreement with regard to start times¹, notices, displacement periods, etc.; however, the DH BMWED CBA Rates of Pay and Expenses, and a majority of the Rules thereof you currently work under will be applicable to these positions on these gangs, as well as placement in terms of Bids and Awards (seniority and qualifications governing). As which comes with every deal at the Bargaining Table, there is always a little giving and taking. We have attempted to balance that with this agreement and the others summarized below that were part of this overall package.

II. Ability to fill Open Positions on the D&H

The Company and the Union had some mutual concerns on this issue, even if those concerns were not the same or sourced from the same perspective. On one-hand, the Company had made its concerns known to the Union for some time of some of the obstructions they were facing filling continually vacant positions that nobody was placing application to while on the other hand, the Union had advised the Company that some individuals that may reside farther away from fixed headquartered positions were unable to voluntarily bid those positions as a result of the current language of the April 15, 2015 Implementing Agreement. What this agreement provides is the allowance of any employe (*regardless of residence and Prior Right designation*) to make application to a fixed HQ position, and if over 100 miles from the employe's residence, provide away from home expenses the same that is provided under the agreement for Production Employes currently working over 50 miles from home. This **does not waive prior rights preference** to those with prior rights in the territory where the position is assigned; however does open the position up for any employe to voluntarily make application to the position to continue working and provides for expenses for those employes who may be over 100 miles from their residences (*in the event of no bidders from the PR Territory where the position is assigned*) **which was not allowed** under the current language of the April 15, 2015 Implementing Agreement from the line sale.

This agreement also provides a worse case solution under the scenario whereby if the position goes unfilled and remains vacant, this agreement will allow for the Company to force assign junior-most qualified employes to the continually unfilled/vacant position for up to 40 working days (*approximately 8 weeks on a 5X8 schedule and 10 weeks on a 4X10 schedule*). In the event of the forced assignment, the position would still remain up for bid through the bidding cycle (*allowing employes to make application thereto*) and subject to displacement (*bump*), and if the junior qualified employe so forced is over 100 miles from his/her residence, the employe is subject to be paid expenses just as Production employes are currently. What this also allows is for that employe, if not displaced by bump by or award to a senior employe during the 40 working day period of bid cycle(s), the forced employe may opt to remain in the position which would therefore then become the automatic bidder to the position and not requiring it to be posted any longer. However, if the employe chooses to vacate the position, the process resets itself whereby the junior most qualified employe could then again be subject to the forced assignment if there are no applicants to the position.

If the Company is at full-employment, it **cannot** force anyone already working a job to fill a vacant position. In other words, this agreement does not afford any rights to the Company to force you to another job if you're already working in one.

¹ This was a sticking point for the Company in that the Contractors that have been utilized previously on this property did not have restrictions on start times, etc. – The Company would not have considered this deal if they were, as they put it, handcuffed with restrictions on shift vs blocks for performing the needed work on CMQ.

III. Protecting Overtime Coverage on D&H (while forces are working on CMQ)

As a result of this agreement, if ratified, there was concern from the Company related to ensuring that it had coverage for unexpected, unplanned overtime needs when large portions of the workforce (Production Forces) would not be on or near the D&H property to respond for assistance as generally happens when there is an additional need for manpower and others are from the Fixed HQs who would otherwise have preference (*dependent upon the nature and situation of the required work*). Sending D&H forces or significant portions thereof off the D&H Territory to perform the needed work on CMQ presents the challenge of ensuring coverage given this agreement from time to time will take them off the D&H property and not in a better position to respond.

The parties discussed this issue with careful consideration in terms of providing the Company some assurances while at the same time offering a benefit to employees that may choose to be on-call during these periods, or as a result of not having enough coverage, could be forced (*in reverse seniority order – i.e. senior may, junior must – so long as qualified*) to an on-call status. As a result of this agreement, the Company agrees to compensate all 4 employees in each Northern Seniority District (*former Champlain Sub*) and Southern Seniority District (*former Saratoga and Susquehanna Subs*) for **eight (8.0) hours Straight time** for each seven (7) day period so assigned and/or awarded to on-call status. This agreement **does not restrict employees** from other than former 2nd, 3rd and 4th prior rights from making application to positions for on-call overtime coverage; however will offer preference to those already working and assigned on such territories – the designation for the Northern (*former Champlain Sub*) and Southern (*former Saratoga and Susquehanna Subs*) Seniority Districts is only for the identification of the coverage territories.

Employees will have the ability to make application to these coverage positions, or in the event that they are not filled, can be forced in reverse seniority order to the junior-most qualified employees on the territory and only for a period of up to three (3) consecutive seven (7) day coverage cycles. This policy would also **only** be utilized when D&H BMWED forces are assigned and for the duration of work on the CMQ (*Work and Rest Periods included*). There are certain penalties for those that sign on and do not take a call in that they would 1.) Waive the additional 8 hours AT compensation and 2.) Would also be restricted from making application to the “on-call” list for 30 days.

The additional eight (8) hours of ST is in addition to what would be paid separately as overtime if called under the agreement.

IV. Simplification of certain Contracting Out transactions

As a result of this agreement, the parties have reached mutual agreement on some contracting items that we almost annually get notices for, discuss and have historically reached good faith agreements on. This agreement is limited to four (4) of those items. Rail Grinding, Weed-spraying, GPS Ballast Train and Shoulder Cleaning. Without going through every one of those items and what was agreed to, what this agreement represents is patterned after years of previously reached agreements on these items. As a result and the Carrier’s commitments laid out under each item with regard to staffing and limiting the contractor’s roles in these items, specifically to what they would be hired for, the parties reached agreement that such items will no longer require the 15 day advanced notice or need for conference.

In connection with the Rail Grinding, the Carrier still commits to utilize two (2) employees when the Grinding Technology utilized creates the potential for fire hazards; however, only committed to one (1)

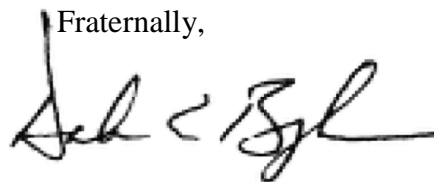
in this agreement based on some of the newer technologies (i.e. milling) where fire risk is significantly lowered opposed to the “Grinding” process.

In closing, we understand that there is a lot to go through and read prior to placing your vote on this agreement; however, please make sure you take the time to do so you will be enabled to make an educated and informed vote on this matter that we believe does provide the potential benefit of longer work seasons for all DH employees and additional work opportunities, ensures guaranteed staffing on certain contracting transactions, provides the ability to earn additional compensation for overtime coverage (*additional 8 ST on top of any OT accumulated while on call*), and opens up additional work opportunities for employees who may have wanted to work before, but were hamstrung by language that made it unaffordable to come to work far from their homes (*without expenses*) for positions that have from time to time continually gone vacant (*while at the same time maintaining preference for prior rights for those positions*).

Even if you personally have no desire to go to the CMQ and work (*and it is a voluntary option – however would need enough people to make this successful*), this will still provide opportunities not only for those that want to go and work on CMQ, but also provides some benefits for those that don’t want to go for some quid pro quo trade-offs that were required to get to this deal completed. We support this agreement and encourage your participation and support to make your voice heard on this important issue that stands hopefully provide greater opportunities for work and compensation for the entire membership on the D&H whether you intend on going to CMQ or not. A good portion of the membership is counting on this initiative and by supporting this; you are supporting your coworkers and the some of the Union’s obligations to represent you and find ways to increase and enhance work opportunities and additional compensation.

Enclosed with this letter are the four (4) Side Letter Agreements with the terms that are only summarized above. Please take the time to review those letters thoroughly prior to casting a ballot. Also enclosed is a ballot for to cast your vote on this agreement proposal. Please take the time to fill out your vote and return back to the American Arbitration Association (AAA) who is handling this vote² prior to May 14, 2021 when the ballots will be counted at the AAA who will notify this office of the vote count thereon.

Thank you for your consideration and participation. Please feel free to contact the System Office if you have any questions on this matter.

Fraternally,


Dale E. Bogart Jr.
General Chairman

Cc: File
Membership

² No Officers of the Union will be handling or counting ballots – this is being handled by an independent verified 3rd Party Service