



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

NORTHEASTERN SYSTEM FEDERATION

Renato G. Rufo
Vice General Chairman
Secretary-Treasurer

3321 B Vestal Parkway East
Vestal, NY 13850
Phone (607)-217-5333 • Fax (607) -217-5811

Dale E. Bogart Jr.
General Chairman

April 16, 2021

Mr. Myron Becker – Chief Labor Officer
Attention: Justin Dittrich-Bigley – Manager, Labor Relations
120 S. 6th Street, Suite 800
Minneapolis, MN 55402

Mr. Becker,

This letter serves as the parties' mutual recognition that the Carrier has contracted out certain work listed below because of specific operational requirements, but only after the Carrier has met its contractual obligations of providing written advance notification and by exerting efforts in good faith to reach understandings with the Organization at conference.

The main purpose of this letter is to afford the Carrier relief on its requirement under the Scope Rule and Appendix "H" of providing written advanced notification and opportunity for conference for certain scope covered work. The Organization agrees to waive advance written notification and conference requirements for only the work outlined below based on Carrier's commitments that are also outlined below. This understanding is consistent with almost annual handling of these scope-covered work items that the Carrier has sought, and through mutual agreements has been allowed, to subcontract. The terms are as follows:

i. Production and Spot Rail Grinders

The parties agree when the Carrier intends to utilize a Production and/or Spot Rail Grinder, it will bulletin and assign, one (1) BMWED position for purposes of providing Track Protection when no fire risk is created by the grinding process, Fire Mitigation and other associated duties incidental to the operation of rail grinding consistent with BMWED's historical assignments made for this work. The Bulletins and Assignments will be made pursuant to Rule 3 regardless of the duration of the work¹. The Contractors' role will be limited to grinding the track and/or any maintenance and repair required on the contractors' grinding equipment.

ii. On-track and off-track production weed sprayer

The parties agree when the Carrier intends to utilize On-Track and/or Off-Track Weed sprayer, it will assign a BMWED Track Foreman (Inspector, Maintenance, or other qualified Foreman) to pilot the subcontractor at all times while assigned on D&H property consistent with BMWED's historical assignments made for this work. Further consistent with practice, the Carrier will provide access to Safety Data Sheets for availability at HQ points and on Mobile Gangs for employees to review. The Carrier further commits it will not require

¹ Senior qualified persons must have preference given the associated overtime that generally comes with this assignment.

employees to work in locations previously sprayed without following the Manufacturer Safety Guidelines with regard to mitigating exposure. The Contractors' role will be limited to weed spraying (not weed or brush cutting) the track and/or surrounding area and/or any maintenance and repair required on the contractors' equipment.

iii. Shoulder Ballast Cleaner

The parties agree that when the Carrier intends to utilize a Shoulder/Ballast Cleaner, it will assign one (1) BMWED position for purposes of providing Track Protection. The Contractors role will be limited to cleaning the shoulder of track and/or any maintenance and repair required on the contractors' Shoulder/Ballast Cleaning equipment.

iv. GPS Ballast Train

The parties agree that the Carrier, intends to utilize the GPS Ballast Train. The Contractors' role will be limited to Ballast work and/or any maintenance and repair required on the contractors' Ballast equipment. Track inspection will be completed as it has typically been in the past.

The establishment of this agreement is not intended to waive either parties' respective positions on the scope rule, subcontracting and work reservation for the BMWED with respect to the above identified work practices. Further, this Agreement is made without prejudice to either party's position in connection with other scope covered work not identified herein.

Its intent is to offer relief to the Carrier on the notification and conference requirements of these scope covered work items that have become an almost annual occurrence, as well as provide, if not, maintain the previous and/or current work opportunities created for BMWED employees covered under the D&H (CP)-BMWED Collective Agreement that these transactions have provided through staffing arrangements that the parties have mutually agreed upon in the past for these types of work items and related transactions.

If this meets your approval, please indicate your concurrence by signing below.

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