



March 3, 2023

Mr. Brian Rumler
General Chairman – BMWED
539 W. Commerce St. #6120
Dallas, TX 75208

RE: Pisten Bully Snow Groomer

General Chairman Rumler,

This is in reference to our discussions concerning a desire for efficient snow removal operations on the Sacramento West seniority territory. The Carrier has secured "Pisten Bully Snow Groomer" equipment to perform this work. During our discussion, it was agreed to assign BMWED represented employees to this equipment. The assignment of employees to this equipment will be governed by this agreement and the Collective Bargaining Agreement effective December 31, 2003 (former SPWL Agreement): as follows:

1. The Carrier may establish three (3) restricted operator positions ("Pisten Bully Operator") and one (1) restricted Foreman's position on the BMWED SP Sacramento West Track territory. The operator(s) rate of pay will be equivalent to 'Class 17 Tractor-Bulldozer Operator' CDL qualifications will only be added if a CDL required truck is assigned to the workgroup.
2. The positions will be advertised through the normal bulletining process and will indicate they are "restricted" positions. Employees will be required to remain on these assignments for the entire duration of the 12-month agreement period unless displaced by a senior employee or position is abolished.
3. Release from positions may be allowed at any point for a documented hardship reason that involves the personal health of the employee, the personal health of an immediate family member, or other extenuating reasons. A hardship release shall require mutual agreement between the Director of Labor Relations (or designee) and the employee's General Chairman (or designee). If the requested release is granted, the employee will be permitted an exercise of seniority.
4. Bulletins and assignments for positions will be handled in accordance with Rule 10 - Advertisements, assignments, and Cancellations.
5. Employees assigned to a restricted position listed within this agreement shall receive an additional \$2.25 per hour differential for all compensated hours worked. This differential allowance is not subject to general wage increase or cost of living allowance.
6. It is understood these employees may be assigned to operate other types of equipment and perform other duties on the Sacramento West seniority territory when snow removal work is not required. However, it is understood that employees assigned pursuant to this agreement will not replace local forces, nor is it the intent of this agreement to replace positions that would require assignment pursuant to Rule 10.

7. It is also understood that all other collective bargaining agreement provisions will remain in full affect.

The parties will confer to discuss and, if needed, mutually resolve issues pertaining to this agreement. Subsequent modification(s) shall require mutual agreement by the parties' signatory hereto. This agreement does not change or alter any existing contracting rights, practices, or interpretations that have been previously established. This agreement is made without prejudice to the position of either party and does not establish precedent.

Respectfully,

Chris Bogenreif

C.M. Bogenreif
Director Labor Relations
Union Pacific Railroad

Agreed:



General Chairman, BMWED

3/27/23

Date

Approved:



Vice President, BMWED

3/27/23

Date