



BUILDING AMERICA®

April 8, 2019

File: 210-10

Mr. Tony Cardwell
General Chairman BMWED
1828 East Fort Union Boulevard
Cottonwood Heights, UT 84121

Dear Sir:

This is in reference to our discussions concerning a desire to achieve a higher level of productivity in connection with the work of picking up scrap ties. In this effort the Carrier is securing new equipment "Scrap Pick-up Excavator" to perform this work. During our discussion it was agreed to assign BMWED operators to this new equipment in a pilot program of twelve (12) months. This pilot would be governed by the Collective Bargaining Agreement effective July 1, 2001 as follows:

1. The classification for "Scrap Pick-up Excavator" positions will be Group 20 Class (A) Rate 1 REO.
2. All positions assigned to the Scrap Tie operation will be restricted and may include one (1) Group 26 Foreman, five (5) Group 20 Class (A) Rate 1 REO Operators. Release from positions may be allowed at any point for documented hardship reasons that involve the personal health of the employee, the personal health of an immediate family member, or other extenuating reasons. The General Director of Labor Relations or his designee and the employee's General Chairman will have to agree to such a release. An exercise of seniority rights will be pursuant to the terms of the Collective Bargaining Agreement and granted release. CDL Qualifications will only be added to one position listed above if a CDL required truck is assigned to the gang.
3. During this pilot period positions will be assigned through right of selection. Bulletins will be advertised in the normal manner and the positions will be identified as restricted. Once all applications are received, Management will review all applicants and will have final determination. The General Chairman will be furnished a copy of all applicants prior to assignment of positions for review.
 - All assignments made following the twelve (12) month pilot period, will be made through the normal bulletin and assignment agreement rules and will exclude the right of selection stated in paragraph 3.
4. An employee assigned to a restricted position will remain on the position for a minimum of one (1) year from the effective date of assignment and will not be allowed to apply for any other bulletined assignments. An employee bidding away from such position after the completion of the one (1) year period will be released within twenty (20) calendar days after the date of their assignment. If the new incumbent to the restricted position is already qualified the current employee's release will coincide with the new incumbent's arrival. An employee assigned to a restricted position may bid to other positions while in his/her one (1) year restricted period if the effective date of such position is subsequent to the end of the employees' one (1) year restricted period.

5. Only a qualified senior employee who has been displaced from a restricted position or whose restricted position has been abolished may displace an employee assigned to a restricted position.
6. Employees will not be required to exercise their seniority to a restricted position to retain their seniority or to protect any benefits derived from the February 7, 1965 Agreement unless such protection was established on a restricted position.
7. The rate of pay for each position will be \$2.25 above their hourly rate of pay.

The parties will meet before the end of the twelve-months from the date of ratification of this agreement to discuss and mutually resolve issues. At which time any subsequent modifications and/or extension of agreement will require mutual agreement by the party's signatory hereto.

This agreement does not change or alter any existing contracting rights, practices or interpretations that have been previously established. This agreement is a without prejudice to the position of either party or does not set precedent. If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below. The twelve (12) months will begin on the April 15, 2019.

Respectfully,



AGREED:


General Chairman

APPROVED:


Vice President