



David Pezzaniti
Manager Director Labor Relations

Cathedral Square
427 W. 12th Street
Kansas City, MO 64157
USA

T 816—705-4083
C 612-499-9987
David_Pezzaniti@cpr.ca

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Galen Owen, West Region VP – BMWED
Reese Saulter, South Region VP - BMWED
Nate Trawick, General Chairman - BMWED
Brian Rumler, General Chairman - BMWED

Gentlemen:

With reference to your letter dated April 15, 2024, this will confirm our subsequent conference call discussion regarding the change of start time for the Vicksburg Rail & Surfacing Gang beginning today and through this upcoming work cycle¹.

As discussed, the Carrier had a bona fide need to establish a brief change of start time for these gangs' current work cycle but did not address all the appropriate notification steps under Article IX of PEB 219 to reach an understanding with the Organization to meet this business need. The Carrier also recognizes the Organization's concerns related to safety while working overnight and has taken steps to mitigate those concerns.

To fully resolve this matter to its conclusion the parties agree to the following:

1. Compensation

A. Crew members of Gang #'s 500, 501, 505 and 506 will, for the shift beginning at 1700 hours on Tuesday, April 16, 2024, be paid as follows:

- 1700 hours to 2359 hours – paid at overtime rate of pay
- 2359 hours to 0959 hours – paid at straight time rate of pay

B. For the remainder of the current work cycle crew members will be assigned from 2359 hours to 0959 hours each day and be paid straight time rate of pay for such hours. Any overtime qualification and pay during the remaining work cycle will be pursuant to current agreement terms.

C. A \$3.75 wage differential will be added to the hourly rates of pay and subject to overtime for the positions assigned to the above gangs for the hours worked during the current work cycle.

¹ It is understood that the current work cycle ends on April 24, 2024.



D. During the current work cycle employees will work their ten (10) hour shifts without observing a lunch period, and will be compensated twenty (20) minutes at the overtime rate of pay for not observing a lunch period.

2. Rest & Other

A. Each crew member of the above-named gangs must be given adequate rest time between transitioning start times.

B. During this work cycle, Carrier must provide adequate, well-lit off-street parking for all crew members.

C. Given the unique challenges of nighttime work, a comprehensive safety plan will be rolled out to all crew members.

D. BMWED officials may visit the work site during this work cycle (ending April 24, 2024) to observe and address any safety concerns but must provide at least a minimum of a fifteen (15) minute advance notice prior to their arrival to an on-site Carrier manager. The Carrier will provide contact information regarding those on-site managers.

This Agreement is without precedent or prejudice to either parties' position and will not be cited by either party in any future forum or proceeding. It is understood that it is the parties' intention that this Agreement will expire at the end of the current work cycle (April 24, 2024). However, should the needs of the business related to this rail project extend to the subsequent work cycle and continue to require a nighttime work schedule, the terms of this Agreement will be extended to the end date of that work cycle at which point it would then expire.

If the above meets with your concurrence please so indicate where provided below.

Sincerely,

David Pezzaniti
Managing Director Labor Relations
Canadian Pacific Kansas City



We concur,

Brian J. Rumler
General Chairman
BMWED-IBT

Nathaniel Trawick
General Chairman
BMWED-IBT

Galen E. Owen
West Region Vice President
BMWED-IBT

Reese Saulter
South Region Vice President
BMWED-IBT