



Labor Relations
Suite 800
120 S. 6th St
Minneapolis, MN 55402

April 16, 2021

Mr. Dale E. Bogart, Jr.
General Chairman BMWED
3321 B Vestal Parkway East
Vestal, NY 13850

RE: D&H BMWED employees working Off District as a Contractor on CP's Central Main & Quebec Railway-Canada

Dear Mr. Bogart,

This is further to the discussions between the Company and the Union concerning the utilizations of employees from the D&H to perform work off district on CP's Central Main & Quebec Railway (CMQ-US). The Parties have expressed the desire for BMWED represented employees of the D&H to perform work on CMQ-US, subject to the conditions set forth herein.

It is anticipated this work will commence on or about July 1, 2021 and will be completed on or about October 1, 2021. Either Party may cancel or extend this Agreement by providing fourteen (14) days' advance notice to the other Party.

The Parties agree, on a without prejudice or precedent basis, to allow for temporary utilization of D&H BMWED employees on a voluntary basis in system seniority order to perform off district work on the CMQ-US. The Company and Union will canvass employees to establish the list of volunteers.

The Company will establish the number of positions and qualifications required, and bulletin these positions to D&H BMWED employees. The positions will be filled based on qualifications and system seniority.

While employees are performing work off District on the CMQ-US, these employees' work shift schedules will be set to one or more of the schedules below:



1. Other than when alternate work cycles are in place, employees will work eight (8) consecutive hours per day, five (5) days per week, with two (2) consecutive rest days, with the understanding that non-consecutive rest days may be assigned when the Company has a specific operational need.

2. Alternate Work Cycles
 - Notwithstanding the above, D&H may assign alternate work cycles which provide for work cycles of the following, but not limited to:
 - Eight (8) consecutive ten (10) hour work days followed by six (6) consecutive rest days; or
 - Four (4) consecutive ten (10) hour work days followed by three (3) consecutive rest days; or
 - Seven (7) consecutive work days consisting of eleven hours and 25 minutes (11.4166 hours) followed by seven (7) consecutive rest days.
 - If the work cycle is changed, the affected employee(s) will be notified no later than the start of the work shift on the last workday of the previous work cycle. There is no requirement to post this notification.
 - The parties reserve the right to discuss additional work schedules and implement upon mutual agreement.

3. For such jobs, overtime shall be paid after the employee has worked the number of hours in the scheduled work shift. All overtime will be calculated in the same manner it is calculated under the BMWED-D&H CBA .

4. All positions will have a start time(s) or assigned hours that will be stated on the bulletin.
 - There will be no restriction to a start time for these positions.
 - If the work shift start time(s) is changed, the affected employee(s) will be so advised no later than the start of the meal period of the previous work shift. When change is made under this paragraph, employee(s) will be provided rest equivalent to the hours worked up to a maximum of ten (10) hours. Those working in excess of ten (10)



hours will receive ten (10) hours rest. There is no requirement to post this notification.

5. The positions working on the CMQ-US will be considered non-headquartered crews and be paid the same travel expenses that they would receive as non-headquartered crews under the BMWED-D&H CBA.
6. The positions working on the CMQ-US will be paid D&H hourly rates based on the position listed on the bulletin.
7. Employees making placement to these positions will remain on these positions until the positions are abolished at the end of the work season.
 - In the event a DH BMWWE employee is displaced and they have no seniority to hold a position on the DH, the employee may exercise seniority to the CMQ, if a position is available on an Off-District Crew.
8. When the positions are abolished, or an employee is displaced by an exercise of seniority, the affected employee(s) will have to immediately exercise their seniority on the D&H or forfeit their bonus prescribed in Appendix T. In the event an employee chooses not to immediately place and forfeit their bonus, the employee will have seventy-two (72) hours to make placement to another position on the D&H. The seventy-two (72) hours will not include assigned rest days or holidays. If the employee is working an alternate work cycle the seventy-two (72) hours and assigned rest days/holidays cannot exceed ten (10) days to place.

The Union agrees that no grievance shall be filed with respect to the provisions and/or application of this Agreement. If any disagreement arises with respect to the application of the terms of this agreement, the parties agree to meet and discuss those disagreements and attempt to find resolution.

If you are in agreement with the foregoing terms and conditions, please signify your concurrence by signing in the space provided below and return one signed copy of this letter to me for the Company's records.



For the Company:

For the Union:

Myron Becker Date
Chief Labor Officer

Dale Bogart, Jr Date
General Chairman

Sean D. Gerie
BMWED Vice President – NE Region