

April 18, 2019

AG-MW-2

Mr. A. Sessa  
General Chairman, BMWED 421 North Street, Suite 299  
Philadelphia, Pennsylvania 19123

Mr. J. E. David  
General Chairman, BMWED 9300 Runyon Road  
Catlettsburg, Kentucky 41129

Mr. J. E. Graham  
General Chairman, BMWED 58 Grande Lake Drive #2  
Port Clinton, Ohio 43452

Gentlemen:

This is in reference to our continuing discussions concerning our Notice dated February 22, 2019 regarding the use of contractor-staffed Tie Plate Trucks under the July 1, 1986 NW-Wabash Agreement, as amended. The purpose of this memorandum is to resolve that Notice and establish the proper handling in a uniform manner across the Eastern, Northern, and Western seniority regions regarding the use of the contractor Tie Plate Trucks to timely deliver tie plates in place, in conjunction with rail program projects of more than 1,000 feet throughout the NW-Wabash system. We agree that the respective issues are resolved as follows:

- 1) The handling of tie plates once the plate has been placed on the track tie or the berm at the end of the track tie along the right-of-way, for the performance of rail program projects covered by the July 1, 1986 NW-Wabash Agreement, as amended, is scope covered work, customarily and traditionally performed by the Carrier's BMWED-represented employees.

The Carrier recognizes that the distribution of tie plates for track maintenance, repair, or construction, such as in conjunction with dual rail, single-side rail, gauging projects, etc. on locations covered by the July 1, 1986 NW-Wabash Agreement, as amended, is work within the scope of the agreement. Notwithstanding the above:

- 2) The Carrier may engage an outside contractor or contractors for the purpose of using their specialized Tie Plate Truck, fully staffed with contractor employees, to deliver tie plates in place, in conjunction with rail program projects of more than 1,000 feet on locations covered by the July 1, 1986 NW-Wabash Agreement, as amended for a period of up to 36 months following the date of this letter of agreement. BMWED-represented employees will continue to install tie plates on projects of less than 1,000 feet. On-track protection and Roadway Worker Protection for the contractor Tie Plate Truck will be provided by BMWED-represented employees.
- 3) The use of such contractors on locations covered by the July 1, 1986 NW-Wabash Agreement shall be without any additional requirement of notice pursuant to

Appendix F; however, the Carrier will timely make the appropriate BMWED representative aware of locations and dates where such contractor forces are being used. Provided that the terms and conditions of this letter are met, such use shall not be the basis of any claim by the Organization.

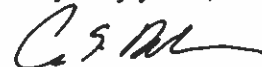
- 4) Whenever such contractor or contractors perform work on locations covered by the July 1, 1986 NW-Wabash Agreement, pursuant to Paragraph 2 above during the 36 months following the date of this letter of agreement, the Carrier shall pay a premium of \$225.00 per day, or any part thereof, for each contractor laborer and operator that works with each contractor-staffed machine. Such premium shall be apportioned among BMWED-represented employees as designated by the General Chairperson for each location where such contractor or contractors work.

The General Chairperson shall endeavor to furnish the names of such employees eligible to receive the premium at any particular location within 10 days of the completion of the contractor's work at that location; the premium will be payable within 20 days of the date that the Organization designates such BMWED-represented employees. Premiums shall not be payable for any employees named after 60 days from the completion of the contractor's work at a given location.

- 5) The Carrier recognizes that the Organization disagrees that the use of contractors to operate the Tie Plate Trucks is necessary. Therefore, the Carrier shall advise the General Chairpersons, in writing, on or before September 1 of each year with respect to the nature and status of the Carrier's tie plate distribution process, as well as any technological advancements concerning the possibility of using BMWED forces to operate the Tie Plate Trucks in the future.

This understanding concerning the use of contractor staffed Tie Plate Trucks under the July 1, 1986 NW-Wabash Agreement, as amended, shall constitute full resolution of the Carrier's February 22, 2019 Notice. All unresolved Tie Plate Truck claims filed by the BMWED prior to the aforementioned notice will also be settled in accordance with the terms of this agreement. These resolutions are without prejudice to the respective positions of either party, including the applicability of the June 2, 2014 Agreement generally, and specifically paragraph 3 of that agreement.

Very truly yours,



C. S. Decker  
Assistant Vice President Labor  
Relations

AGREED:



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A. Sessa, General Chairman - BMWED

  
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J. E. David, General Chairman - BMWED

  
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J. E. Graham, General Chairman - BMWED

APPROVED:

  
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R. Sanchez, Vice President - BMWED