



**BUILDING AMERICA®**

October 21, 2021

Mr. Tony Cardwell  
General Chairman, BMWED  
333 East Broadway  
Mayfield, KY 42066

General Chairman Cardwell,

This is in reference to our discussion concerning the Company's desire to achieve a higher level of safety and productivity in connection with the work of supporting Engineering Department program work; including but not limited to tie plate distribution. In this effort, the Carrier has secured new equipment ("Tie Plate Distribution Machine") to assist with this work.

Based on our discussion, it was agreed to assign BMWED represented operators to the equipment and participate in the work. The position assignments shall be governed by the parties' July 1, 2001 Agreement and the terms of this agreement; as follows:

1. The Carrier may initially establish four (4) restricted system operator positions under Group 20 Class (A) REO Rate 1 classification. The positions will advertise through the normal bulletin and assignment rules, and identify as a "Restricted Position" assignment.
2. Except as provided below, employees are required to remain on the assignment for a period of not less than twelve (12) months. An employee who elects to bid away following completion of the 12-month period shall be released within twenty (20) calendar days after date of assignment, unless mutually agreed by the parties to extend such time.
3. If the newly assigned employee is already qualified, the current employee's release will coincide with the new employee's arrival. An employee assigned to a restricted position may bid to other positions within their 12-month restricted period so long as the effective date of such position is subsequent to the end of the restricted period.
4. Release from a restricted position may be allowed at any point for a documented hardship reason which involves the personal health of the employee; the personal health of an immediate family member; or for documented extenuating reasons. Agreement between the designated Engineering Department representative and the General Chairman is required for release. If released from a restricted position, the employee is permitted an exercise of seniority pursuant to the terms of the collective bargaining agreement.

5. Only a qualified senior employee who has been displaced from a restricted position, or whose restricted position has been abolished, may displace onto a restricted position.
6. Employees assigned to the restricted system operator positions shall receive an hourly rate of pay of \$33.38 (REO Rate 1). Additionally, employees assigned to the restricted position 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 adjustment.

It is understood this agreement does not alter existing rights, practices, or interpretations. All other CBA provisions remain unchanged, and this agreement is made without prejudice to the position of either party. If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below.

Respectfully,  
*Derek E Hinds*  
Derek E. Hinds  
Director, Labor Relations

**Agreed:**



General Chairman, BMWED

11-22-2021

Date:

**Approved:**



Vice President, BMWED

11/16/2021

Date: