


LABOR AGREEMENT
BETWEEN THE
LAKE SUPERIOR & ISHPEMING RAILROAD COMPANY
AND ITS
EMPLOYEES REPRESENTED BY THE
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION/
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

The parties to the Collective Bargaining Agreement hereby agree to the following changes to be effective as outlined below:

Article I – General Wage Increases

1. Effective July 1, 2020, all hourly rates of pay of employees covered by this Agreement in effect on June 30, 2020 shall be increased in the amount of three (3) percent.
2. Effective July 1, 2021, all hourly rates of pay in effect on June 30, 2021 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3.5) percent.
3. Effective July 1, 2022, all hourly rates of pay in effect on June 30, 2022 for employees covered by this Agreement shall be increased in the amount of seven (7) percent.
4. Effective July 1, 2023, all hourly rates of pay in effect on June 30, 2023 for employees covered by this Agreement shall be increased in the amount of four (4) percent.
5. Effective July 1, 2024, all hourly rates of pay in effect on June 30, 2024 for employees covered by this Agreement shall be increased in the amount of four-and-one-half (4.5) percent applied.
 - (a) In determining new daily and hourly rates, fractions of .5 cent or higher shall be rounded to the next full cent and fractions of less than .5 cent shall be dropped.
 - (b) The new rates of pay resulting from the general wage increases provided in paragraph (a) of this Article are set forth in Article III hereof.
 - (c) Any retroactive pay between July 1, 2020 and the date that the Carrier implements the general wage increases will be paid as soon as possible and no later than sixty (60) days from the date the Carrier is notified in writing by the Organization of the ratification of this Agreement. Retroactive payments will only be made to employees

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who have an employment relationship with the Carrier on the date of this Agreement or who have retired or died subsequent to July 1, 2020.

ARTICLE II - SERVICE RECOGNITION BONUSES

1. A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2020 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2020; or (2) retired or died on or after January 1, 2020.
2. A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2021 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2021; or (2) retired or died on or after January 1, 2021.
3. A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2022 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2022; or (2) retired or died on or after January 1, 2022.
4. A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2023 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2023; or (2) retired or died on or after January 1, 2023. The payment will be made no later than December 31, 2023.
5. A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2024 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2024; or (2) retired or died on or after January 1, 2024. The payment will be made no later than December 31, 2024.

Article III-Rates of Pay

RATES OF PAY FOR THE TERM OF THIS AGREEMENT					
Title and Effective Date	7/1/20	7/1/21	7/1/22	7/1/23	7/1/24
Track-Liner Foreman Tamper-Liner Foreman Section Foreman Extra Gang Foreman B&B Foreman Equipment Mechanic/Welder	35.68	36.93	39.51	41.09	42.94
Heavy Equipment Operator Tie Inserter Operator Ore Dock/M/W Mechanic Dump Truck Operator Assistant Foreman Track Liner Operator Mechanic Helper Jackson Spot Tamper	34.09	35.29	37.76	39.27	41.03
Carpenter Painter Assistant Mechanic	33.57	34.74	37.17	38.66	40.40
Laborer Light Equipment Operator Painter Helper Carpenter Helper	32.28	33.41	35.75	37.18	38.85


Article IV - Health & Welfare

The Carrier shall continue to maintain the benefit levels currently provided through Anthem Blue Cross Blue Shield, which replicate those set forth in the national railroad Health & Welfare Plan ("Railroad Employees National Health and Welfare Plan"), the National Dental Plan, and the National Vision Plan currently applicable to BMWED (as subsequently amended). All changes made in the December 2, 2022 National Agreement as to benefit levels, co-pays, cost-sharing contributions or other elements of the national plan will be made to the self-funded plan administered by Anthem Blue Cross Blue Shield effective March 1, 2023, the same as if the parties were a party to the said national agreement provisions."

Article V – Single Day Vacations

Amend Rule 27 as follows:

“3) Effective January 1, 2023, employees shall be permitted to take two (2) weeks of their vacation allowance per year in less than forty (40) hour increments, provided that

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such vacation days will be scheduled in accordance with existing rules on the Carrier applicable to the scheduling of personal leave days.”

Article VI – Alternative Work Weeks

Add Rule 13(l) as follows:

“(l) Alternative Work Weeks (4-10’s)

It is hereby agreed that LS&I Maintenance of Way Crews may be allowed to work four (4) ten (10) hour days at the respective pro rata rates of pay in lieu of five (5) eight (8) hour days at pro rata rates of pay, without re-bulletining the positions subject to the following conditions.

1. If the majority of the members of the crew and the Designated Official agree to work 4-10’s under this Memorandum, this schedule must be maintained for not less than one (1) week and will thereafter be maintained on a weekly basis. The Carrier will make a good faith effort to notify the General Chairperson when there is a change from a 5-8 schedule to a 4-10 schedule and vice versa.
 - a. Change from a 4-10’s schedule returning to the regular bulletined schedule of five (5) eight (8) hour days initiated by the Designated Official, or the assigned crew shall require a full seven (7) calendar days written notice of such change.
2. Rest days shall be consecutive. For crews working 4-10’s, rest days shall be either Friday, Saturday and Sunday, or Saturday, Sunday, and Monday.
3. When a bulletin is issued for a new position or vacancy on a crew which works a compressed work week, the bulletin will state that the crew is on a 4-10 work week and will identify the days of assignment and rest days.
4. An employee regularly assigned to a position on a crew working a 4-10 work week will be credited for vacation qualifying purposes with 1.25 days for each day on which service is performed on such position. Employees who take vacation while assigned to a position on a crew working a 4-10 work week will be charged with 1.25 days of vacation for each normal workday they are on vacation
5. An employee assigned to a position on a crew working a 4-10 work week who is entitled to protection under a protective agreement will be credited for 1.25 days of service for each day compensation is credited to them while working on such assignment.
6. In a work week that would normally consist of three or four work days due to the observance of one or more holidays, the crew will revert back to the assigned 5 – 8’s

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schedule unless other arrangements with the agreement of the majority of the affected employees and the Designated Official for the make-up of time.

7. Employees who take a personal leave day while working 4-10 schedule will be charged with one (1) personal leave day and will be paid eight (8) hours for the personal leave day. The employee may elect to layoff for the two (2) additional hours or make up the two (2) hours during the same week that the personal leave day is taken.
8. All work performed beyond the tenth (10th) hour on a regularly scheduled 4-10 hour day and work performed on the employee's rest days shall be compensated in accordance with Rules 17, 18, 19 and 20 of the BMW - Lake Superior & Ishpeming Railroad Company Agreement dated November 1, 2014.
9. Except as specifically provided in this agreement, schedule rules govern an employee assigned to a position which works a 4-10 work week.
10. If a problem arises from the application of this agreement, the Parties will meet and make a good faith effort to address the concerns.

Article VII – Seniority Rosters

Amend Rule 3 Seniority as follows:

“(e) 3) Rosters will be revised and posted by July 1 of each year and will be open to correction for a period of sixty (60) days from date of posting. Upon presentation of proof of error by an employee or his representative, such error will be corrected. If no protest is presented within sixty (60) days, the dates will stand as official and thereafter will not be subject to protest on any future rosters, except that any typographical error will be corrected.”

Article VIII – Personal Leave

Amend Rule 2 Section 1 – Personal Leave as follows:

- 1) A maximum of four (4) days of personal leave will be provided on the following basis:
 - (a) Employees who have met the qualifying vacation requirements for one (1) year under vacation rules shall be entitled to two (2) days of personal leave in subsequent calendar years.

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(b) Employees who have met the qualifying vacation requirements for two (2) years under vacation rules shall be entitled to three (3) days of personal leave in subsequent calendar years.

(c) Employees who have met the qualifying vacation requirements for three (3) or more years under vacation rules shall be entitled to four (4) days of personal leave in subsequent calendar years.

Article IX - Term and Effect of this Agreement

RULE 44- MORATORIUM, is amended to read as follows:

"Section 1. This Agreement is intended to fix the level of wages and Health & Welfare benefits during the period of this Agreement, and to settle the disputes growing out of the notice served by BMWED upon the Carrier on April 21, 2020.

Section 2. During the term of this Agreement the parties shall not serve any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in Section 1 above. Any proposals in pending notices are hereby withdrawn. This Agreement shall remain in effect through December 31, 2024, and thereafter until changed or modified under the terms of the Railway Labor Act, as amended. Neither party to this Agreement shall serve or progress, prior to April 1, 2024 (not to become effective before July 1, 2024), any notice or proposal.

Section 3. Nothing in this Agreement will bar the Carrier and the Union from agreeing upon any subject of mutual interest.

This Agreement is entered into this the 1st day of May, 2023.

FOR THE ORGANIZATION:



George Loveland
General Chairperson, BMWED/IBT

FOR THE CARRIER:



Angela Denucci
Sr. Director HR Mining and Pelletizing

APPROVED:



Staci Moody-Gilbert
Vice President, BMWED/IBT

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March 17, 2023

George Loveland
General Chairman – BMWED/IBT

Dear Mr. Loveland,

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1, 2 and 3 and the service recognition bonuses provided for in Article II, Sections 1, 2 and 3 of the Agreement of this date.

LS&I will make all reasonable efforts to pay the retroactive portion of such general wage increases and service recognition bonuses as soon as possible and no later than sixty (60) days after the date of this Agreement. LS&I will make the service recognition bonus payment provided for in Article II, Section 3 of the Agreement at the same time as the retroactive payment. We also agreed such payment will be provided separately from the employees' normal payroll payment.

If the Carrier finds it impossible to make such payments by that date, the Carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Sincerely,



Angela Denucci
Sr. Director HR Mining and Pelletizing

I agree:



George Loveland
General Chairman, BMWED/IBT

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March 17, 2023

George Loveland
General Chairman – BMWED/IBT

Dear Mr. Loveland,

This refers to the increase in wages and the service recognition payments provided for in Sections 1, 2 and 3 of Article I and Sections 1, 2 and 3 of Article II of the Agreement of this date.

It is understood that the retroactive portion of those wage increases and service recognition payments shall be applied only to employees who have an employment relationship with LS&I on the date of this Agreement or who retired or died subsequent to June 30, 2020 in the case of the wage increases and November 30, 2020 in the case of the service recognition payments.

Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,



Angela Denucci
Sr. Director HR Mining and Pelletizing

I agree:



George Loveland
General Chairman, BMWED/IBT

AD Initial
GLL Initial

March 17, 2023

George Loveland
General Chairperson – BMWED/IBT

Dear Mr. Loveland,

During our recent negotiations, the parties bargained over a matching 401k benefit and an additional day of paid time off work for your members. This request was not agreed upon by the parties.

However, it was agreed that if any labor organization reaches an agreement with the LS&I in this round of bargaining which provides, in the aggregate, materially overall greater economic impact for wages or benefits with regard to a matching 401k or an additional day of paid time off, BMWED may request that same value, measured on a GWI-equivalent bases, be added to the tentative agreement in a manner to be determined by the parties.

Two examples of how this understanding would be applied:

1. Another LSI union negotiates a matching 401k for their membership without offsetting the value from another wage or benefit. The Company would offer the matching 401k to the BMWED.
2. Another LSI union negotiates a matching 401k where the company contributes to the employees' 401k's but they also reduce their GWI or other benefit to create the same economic impact. The BMWED would not be offered a matching 401k.

If this confirms your understanding, please sign in the space provided below.

Sincerely,



Angela Denucci

Sr. Director HR Mining and Pelletizing

I Agree:



George Loveland
General Chairman, BMWED/IBT

AD Initial
GLL Initial

March 17, 2023

George Loveland
General Chairman – BMWED/IBT

Dear Mr. Loveland,

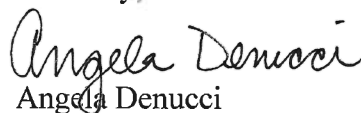
This confirms our understanding with respect to Article III of this agreement and each employees' contribution to the Health and Welfare Plan. For each month that LS&I is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of The National Healthcare Plan's current Monthly Payment Rate. It is also agreed the rate will have a frozen cap of \$398.97 (three hundred ninety-eight dollars and ninety-seven cents) for the year 2025 and each year thereafter until a new LS&I & BMWED Agreement is negotiated and ratified (at which time the full 15% employee contribution rate is reinstated unless agreed otherwise).

If the negotiations for such LS&I and BMWED Agreement as described above result in retroactive wage increases for the applicable period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the cap above with the annual indexing in the involved years, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the RLA (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit reduction in employee health care contributions.

Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,



Angela Denucci

Sr. Director HR Mining and Pelletizing

I Agree:



George Loveland
General Chairman, BMWED/IBT

AD Initial
GLL Initial

March 17, 2023

George Loveland
General Chairman – BMWED/IBT

Dear Mr. Loveland,

This confirms our understanding with respect to Side Letter #3 of this agreement relating to the employees' 15% cost share under the terms of the National Healthcare Agreement. The parties recognize that the health care networks and providers in the local area are unique and may be limited in some regard to the National Health and Welfare Plan.

The parties agree the employee's monthly cost sharing contribution will be based on the employee's cost sharing under the National Health and Welfare Plan. In the event the National Health and Welfare Plan employee cost share changes over the term of the agreement, the parties agree that the minimum employee cost share for LS&I employees will be \$309.21. This minimum rate will continue to apply for the year 2025 and each year thereafter until a new LS&I & BMWED Agreement is negotiated and ratified unless otherwise agreed.

This arrangement is not intended to deviate from the National Health and Welfare Plan in the LS&I and BMWED Collective Bargaining Agreement, but rather, provide the parties with the time to explore the cost associated with the Carrier and the employees' healthcare contributions.


Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,


Angela Denucci

Sr. Director HR Mining and Pelletizing

I Agree:



George Loveland
General Chairman, BMWED/IBT