



**BUILDING AMERICA<sup>®</sup>**

March 23, 2020

Mr. James Davis  
General Chairman IMAAW  
25 Lucy Lane  
Sherwood, AR 72120

Mr. Derrick Battle  
General Chairman IMAAW  
13134 Sweetgun Shores Drive  
Houston, TX 77044

Mr. Juan Estrada  
General Chairman IMAAW  
10363 Landgon Avenue  
Mission Hills, CA 59044

Mr. Kyle Loos  
General Chairman IMAAW  
7220 Eagle Drive  
Lincoln, NE 68507

Mr. Kenny Krause  
General Chairman IMAAW  
1208 N. Davis Road  
Independence, MO 64056

Dear Sir(s):

This refers to discussions regarding the parties' intent to change the mechanism in which claims, grievances, and subsequent handling are exchanged at the general level appeal process between the parties pursuant to the following rules of the governing IMAAW Collective Bargaining Agreements:

UPRR (November 1, 1976):	Rule 35
MP (June 1, 1960):	Rule 31
SPWL (October 1, 1993):	Rule 38
DRGW (July 31, 1980):	Rule 31, Rule 32
CNW (July 1, 1921):	Rule 32, Rule 33
TP (October 1, 1993):	Rule 38

Based on our discussion the parties agree to the handling of claims, grievances, and subsequent handling at the general level of appeals via electronic mail under the following conditions:

1. General Level clams and grievances will be handled via electronic mail effective April 6, 2020.

2. Regardless of who files the initial claim on the Organization's behalf, all general level appeals will be sent electronically to the Carrier's designated email addresses as follows:

**LABREL@up.com;** and  
**kalandmark@up.com**

3. The Carrier will electronically deliver all documents covered by the governing Agreement to the email(s) provided by the Organization. The Organization must provide the pertinent email(s) to this office prior to the April 6, 2020 effective date.
4. Only one (1) grievance letter may be attached to each electronic document, and it will be in Adobe pdf format unless the parties agree otherwise.
5. The date stamp on the transmitting email of the electronic document will be considered the day it is received for purposes of determining time limit(s) compliance.
6. This agreement will take effect on Monday, April 6, 2020 and may be cancelled by either party with a written ten (10) days notification to the other party.

If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below.

Sincerely,

*Terrill L. Maxwell*

AGREED:

*James M. Davis*

3-31-2020

Date

  
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3/31/2020

Date

*Kenneth Krause*  
\_\_\_\_\_

3/31/2020

Date

*Ryan R. Jones*  
\_\_\_\_\_

3/31/20

Date

*Derrick Battle*  
\_\_\_\_\_

3/31/2020

Date