2018 RSG Gang Packet

Joint effort with BURNOR, Burlington, & ATSFF Systems
Burlington Northern System Federation

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Burlington Northern Railroad

AGREEMENT

BETWEEN

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

AND ITS EMPLOYEES

REPRESENTED BY THE

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Effective September 1, 1982
Updated December, 2002

Form 12619
GLOSSARY OF TERMS

PRODUCTION GANG
For the purposes of this Agreement, a production gang or crew is defined as a mobile, and mechanized gang consisting of ten (10) or more employees. [9/26/99 National Agreement, Article XVI, Section 1]

Note:*-Production crews include locally based supporting BMWE forces. (See Rules 26 C and 27 D) [7/29/91 Imposed Agreement]

Sickles Gangs
Sickles Gangs are heavily mechanized and mobile, continuously performing specific programmed, major repair and replacement work, utilizing a substantial number (no less than twenty) of employees.

REGIONAL AND SYSTEM-WIDE GANGS
For the purposes of this Rule, System/Region Production Gangs are heavily mechanized and mobile, continuously performing specific programmed (as is identified in Carrier’s written notice), major repair and replacement work, on two or more seniority districts, utilizing a substantial number (no less than twenty) of employees. [9/26/96 National Agreement, Article XVI, Section 2]

REGIONAL AND SYSTEM-WIDE INTER-RELATED GANGS
Crews that have an actual and continuing reasonably related working interrelationship with the main production crew, throughout the term of the programmed work, and for the duration of the program, are also considered to fall within the definition as long as they are programmed for that purpose, and do perform that pre-programmed work rather than strictly “local” work. [Sickles Award, 6/15/92]

ADEQUATE OFF-HIGHWAY PARKING
Adequate ‘off highway’ parking site must be accessible by automobile and must be of sufficient size to accommodate all the required number of vehicles completely off the highway, and that the parking area and the access to the parking area should not subject employees’ vehicles to unreasonable risks of damage due to road or parking area conditions or to theft or of loss by other means or of becoming immobilized as the result of the road or parking area surfaces. The carrier is required to ensure, within the realm of reasonableness, that vehicle is not subject to conditions that would damage the vehicle or subject the employe to personal risk. [7/29/91 Imposed Agreement, Article VIII, CIC #5]

JOB SITE WASH ROOM FACILITY
Wash room facilities sufficiently proportionate for the crew size includes tepid water, sanitary soaps [and/or solvents] and toweling adequate for the number of employees. Employees are entitled to have an opportunity, prior to their established meal period, to wash their hands before eating at the work site. [7/29/91 Imposed Agreement Article VI, CIC #10]

This glossary is intended as a reference to common terms, but is not intended to supercede contractual definitions.
RULE 2. SENIORITY RIGHTS AND SUB-DEPARTMENT LIMITS

A. Rights accruing to employes under their seniority entitles them to consideration for positions in accordance with their relative length of service with the Company, as hereinafter provided.

B. Seniority rights of all employes are confined to the sub-department in which employed, except as otherwise provided in this Agreement.

RULE 7. DISTRICT, REGIONAL AND SYSTEMWIDE GANGS

SECTION I. DISTRICT GANGS

A. District maintenance and extra gangs will be free to operate over an entire seniority district as described in Rule 6 A, and sectionmen will be assigned as provided in this rule. This provision shall not apply to gangs which are assigned fixed mile post limits, so long as they are so assigned.

B. All vacancies and new positions contemplated to exceed thirty (30) calendar days for men on district maintenance and extra gangs shall be bulletined and filled from the senior qualified applicants on sectionmen seniority rosters on the entire seniority district. Such positions and vacancies may be filled pending assignment on bulletin as provided in Rule 19.

C. Bulletin procedure for district maintenance and extra gangs shall conform to Rule 21. Bulletins may be posted up to thirty (30) calendar days prior to the approximate commencement of the position, and successful applicants notified later of the definite reporting date.

D. Employes assigned to a district gang may bid off the gang onto other bulletined assignments on their seniority district. Sectionmen may return to section crews when forces are increased, subject to agreement rules, without losing the right to displace on the gangs when subsequently furloughed or displaced.

E. District mobile gangs, meeting the Regional and System-Wide Production Gang (Sickles) definition, will be provided with an informational notice on the bulletin when established. The informational notice will contain the type of gangs, the anticipated work locations beginning milepost, ending milepost, and start date. It is understood that information provided concerning the anticipated schedule of work for the mobile gangs shall be for information only, shall be subject to change without notice, and shall not constitute a guarantee that the gang will perform the work specified or at the time and place specified. Appendix V contains a typical example of the form of the notice to be provided under this provision. [Seniority Districts Consolidation-Related Agreements 6/10/99, Article H2]

F. District Mobile gangs or, positions not meeting the Regional and System-Wide Production Gang (Sickles) definition will be provided with an informational notice. The informational notice will be provided at the time of the bulletin. The notice will describe work locations where the mobile position(s) is expected to work and the duration of the project if possible. It is understood that information provided concerning the anticipated schedule of work shall be for information only, shall be subject to change without notice, and shall not constitute a guarantee that the gang or position(s) will perform the work specified or at the time and place specified. . [Seniority Districts Consolidation-Related Agreements 6/10/99, Article H3]
G. Each employee assigned to any district mobile gang who does not leave the gang voluntarily for a period of at least six (6) months shall be entitled to a lump sum payment annually equal to 5% of his/her compensation earned during the calendar year on that gang. Such compensation shall not exceed $1,000 and shall be paid within 30 days of the completion of the employee’s service on the gang; for mobile gangs not required to be disbanded each year, payment will be made within 30 days of the completion of each calendar year. If the company disbands the gang in less than six months, the company will be responsible for payment of the production incentive earned as of that date. This lump sum payment shall be made in accordance with Appendix FF. [Seniority Districts Consolidation Agreement 8/12/99, Section 5A]

H. The Work Force Stabilization (WFS) Program (Appendix U) shall apply to all district mobile gangs, and shall entitle an employee initially assigned to a WFS gang when it starts its work during the production season for the calendar year, six months of WFS work benefits or WFS unemployment benefits, subject to the terms of that Program. [Seniority Districts Consolidation Agreement 8/12/99, Section 5B]

I. The travel allowance provided by Article XIV of 1996 National Agreement will apply to all district mobile gangs. [Seniority Districts Consolidation Agreement 8/12/99, Section 5C]

SECTION II. REGIONAL AND SYSTEM-WIDE GANGS

A. Regional and Systemwide Production gang or gangs (RS gang) may be established and work on the combined Burlington Northern and/or ATSF properties* subject to the provisions applicable to such RS gangs. Any such established RS gang working between Burlington Northern and ATSF, or exclusively on either Burlington Northern or ATSF property shall work under the existing BN RS gangs Terms and Conditions, except as amended by this Agreement and the 1996 National Agreement. In consideration of the foregoing, the Carrier will not assert that the common control provision in Article XIII (a) of the 1991 Imposed Agreement survived the 1996 National Agreement. [11/15/96 Letter of Agreement.]

* The terms Burlington Northern and/or ATSF properties as used in this section refers to territories where employees are represented by one of the General Chairman signing this agreement or his successor.

B. The Carrier shall give at least thirty (30) days advance written notice to the involved General Chairman of its intention to establish regional or systemwide gangs for the purpose of working over specified territory of the carrier or throughout its territory. The notice will include the number and staffing of the gang the carrier intends to operate during the work season, as well as identification of the location, beginning and ending mile post location of the work, starting and ending date of the project and the seniority districts involved. (If the parties are unable to reach agreement concerning the changes proposed by the Carrier within thirty (30) calendar days from serving of the original notice, either party may submit the matters set forth above to the final and binding arbitration procedures created under PEB 219 for the resolution of this type of dispute.) [9/26/96 National Agreement, Article XVI, Section 2]

C. All new positions and vacancies on each gang shall be bulletined to all of the seniority districts upon which that gang is scheduled to be worked. Bulletins may be issued as far in advance as is consistent with the objectives of full and timely manning of all gangs and to assure the employees of as much choice as is practicable. In order to maximize the manning of these gangs with volunteers and to minimize involuntary assignments, new positions and vacancies for which there are no applicants after the first bulletin may be rebulletined to neighboring (not necessarily adjoining) seniority districts upon which the gang is not scheduled to work, but which have a surplus of manpower. The General Chairman may timely notify the Carrier of any
seniority districts to which any particular gang shall not be bulletined due to the short time which the gang is scheduled to work on the territory of that seniority district. The bulletin procedures shall follow those contained in Rule 21, as amended. [Terms and Conditions]

D. Positions and vacancies for machine operators shall be identified by the type of machine, the seniority group and rate of pay applicable. To the extent possible, the bulletin shall identify machine numbers, so as to afford employees the opportunity to bid on particular machines. However, a subsequent need to substitute machines due to breakage, damage, and other valid reasons shall not void the bulletin or bid. [Terms and Conditions]

E. In the case of gangs which require differing machine and manpower consists as they move from project to project, certain employees may be utilized on duties other than their primary bulletined assignment, but will be paid no less than the rate of their bulletined assignment. To the extent possible, these assignments shall be identified on the bulletins. [Terms and Conditions]

F. Positions bulletined as above provided, will be assigned to the senior qualified applicants eligible to bid on that particular position from the seniority districts to which bulletined, as if the applicants were all from the same seniority roster. Ties between applicants with identical seniority dates from different seniority districts will be resolved on the basis of chronological age. [Terms and Conditions]

G. For purposes of equalizing seniority between various schedule agreement rosters when bidding to truck driver positions on R/S Gangs where applicants covered by the C&S, FWD and JTD Agreements are involved, consideration for assignment to the position will be based first on the employees’ laborer seniority date. If the C&S, FWD and JTD employee possesses the senior laborer date, then he will be awarded the position. If that employee does not possess the senior laborer date, then the assignment procedure and consideration for the position will revert back to the terms of the September 1, 1982 Agreement by looking next at the senior applicant with Truck Driver seniority and, if none, thereafter consistent with subsequent assignment procedures of the Agreement. Assignment to the position is to be consistent with the examples contained in Attachment 1, of the November 15, 1996 Agreement and are incorporated herein. [11/15/96 Agreement, Article IX]

Similar issues that may arise in the future are to be handled with the understanding that the parties shall promptly meet and resolve any nuances/differences and that the carrier is held harmless pending the resolution of such issues if the delay in resolution is confined solely within the jurisdiction of the union’s internal decision making process. [11/15/96 Agreement, Article IX]

H. In the event of insufficient numbers of applicants from the bulletin procedures, or in the event of temporary vacancies pending bulletin or assignment, furloughed employees may be recalled in the following sequence:

(i) in seniority order, employees who marked “Any Vacancy, Regional/System Gangs” from the seniority district where the gang is to commence or is working once the gang has started the work season; [12/19/94 Letter of Agreement]

(ii) in seniority order employees who marked “Any Vacancy, Regional/System Gangs” from the next seniority district where the gang is scheduled to work, following by succeeding districts; [12/19/94 Letter of Agreement]
(iii) in inverse seniority order, employees who marked “Any Vacancy Seniority District” from the seniority district where the gang is to commence work or is working once the gang has started the work season; [12/19/94 Letter of Agreement]

(iv) in inverse seniority order, employees who marked “Any Vacancy, Home Sub-District” from the seniority district where the gang is to commence work or is working once the gang has started the work season; [12/19/94 Letter of Agreement]

(v) Employees will not be involuntarily recalled to an R/S Gang which is not working on their seniority district. Employees who are involuntarily recalled to an R/S Gang while it is on their seniority district, will be allowed to exercise seniority in accordance with respective schedule agreement rules or return to furloughed status when the R/S Gang leaves their seniority district. [11/15/96 Agreement, Paragraph 2]

It is understood that an employee returning to furlough status under this provision and who otherwise may have been eligible to protective payments under the Feb. 7, 1965 Stabilization Agreement is not eligible for such Feb. 7, 1965 Agreement payments for the period of time that he could have held the position on the R/S gang but elected to leave when it reached his seniority district boundary. This provision is limited in its application to the circumstance set forth herein, and is without prejudice to either parties position with respect to the general application of the Feb. 7, 1965 Agreement. [11/15/96 Agreement, Paragraph 2]

I. Employees assigned to regional or systemwide production gangs, including recalled furloughed employees and new hires, may exercise seniority to bulletined positions outside their gang after they have been assigned to the gang for thirty (30) calendar days* (the day that the employee reported to the gang is the first day of assignment). After such time, the employee will be entitled to bid for other jobs with the carrier, subject to the limitation that no more than ten percent of a gang may bid off during a one week period. [11/15/96 Agreement, Article IX; 9/26/96 National Agreement, Article XVI, Section 3 (b)]

*Note- Bids will be also accepted from employees working on the current year's Regional/System Gangs for work on the following years’ Regional/System Gangs. [11/17/95 Agreement, Appendix K, Paragraph CC]

J. Each employee assigned to a regional or system-wide production gang established by a covered carrier under this provision, who does not leave the gang voluntarily for a period of at least six (6) months shall be entitled to a lump sum payment annually equal to 5% of his or her compensation earned during the calendar year on that gang. Such compensation shall not exceed $1,000 and, it shall be paid within 30 days of the completion of the employee’s service on the gang. If the company disbands the gang in less than six months, the company will be responsible for payment of the production incentive earned as of that date. (See also Appendix CC) [9/26/96 National Agreement, Article XVI, Section 4]

K. Employees working on a regional or system gang off of their home seniority district who encounter a compelling personal problem, and who do not desire to apply for a leave of absence, and who request to be released from a gang and to make a special exercise of seniority on their home seniority district, will be allowed to do so upon consideration and mutual agreement of the appropriate representatives of the parties. [Terms and Conditions]

Employees assigned to regional or system-wide production gangs, including recalled furloughed employees and new hires, will not be subject to displacement during the work season by senior employees outside
of their own gang, unless the employee seeking to exercise displacement rights would otherwise be forced into a status of collecting supplemental unemployment benefits under the Work Force Stabilization Agreement (Appendix U). [Terms and Conditions]

Employees accepting assignment to gangs will not be removed from any seniority roster based upon the existence of another position outside of the gang to which they might otherwise be obligated to exercise their seniority. [Terms and Conditions]

L. Employees on regional or system-wide production gangs shall be subject to the BN general schedule rules. [Terms and Conditions]

M. Employees assigned to the Carrier’s regional/systemwide gangs when their position is abolished or when they are displaced by a senior employee, may exercise a displacement to a position held by a junior employee which:

   (1). Was bulletined and assigned to a junior employee during the period that the employee assigned to the regional/systemwide gang was restricted from bidding by the Terms and Conditions, and,
   (2). Which the employee would have been awarded if the employee had not been so restricted.

This option is in addition to all other displacement options available to such employees except that this option must be exercised within five (5) days of the employee’s abolishment or displacement. [2/22/94 Memorandum of Agreement, Paragraph 4] . [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.]

N. Accumulation of rest days arrangements, other than five 8-hour days or four 10-hour days, are permitted on Region/System gangs subject to the following:

   (1). Notice to the General Chairmen and, if requested by the General Chairmen, supervision of the vote of employees by the General Chairmen or designated representative.

   (2). Approval by 2/3 of the employees on the gang.

   (3). A change from other than a 4-10 accumulation of rest days arrangement will require a full 14 calendar day written notice of such desired change by either the designated engineering officer or 2/3 of the employees on the gang. After such notice period, the change shall be made effective no sooner than the expiration of the 14-day notice period and no later than the end of the rest day/work day cycle next occurring after the expiration of the notice period.

   (4). The August 1, 1996, BN “4-10” Agreement [Appendix HH] will also apply to an RS gang working an accumulation of rest day arrangement, with the terms adjusted so as to be compatible with the work day/rest day arrangement agreed to by the employees and the supervisor.

   (5). The 1996 National Agreement Article XIV, Section 2, issues are resolved in accordance with the answer to National Agreement Question 6. [11/15/96 Agreement]
RULE 8.  FORCE REDUCTION

A.  When forces are reduced or positions are abolished, employes affected will be notified thereof not less than five (5) working days in advance of the effective date of force reduction or abolition of positions. The provisions of this Section A with respect to notice of force reduction or abolition of positions will not apply to employes who are filling temporary vacancies of thirty (30) calendar days' or less duration, or to employes who are filling temporary positions of less than thirty (30) calendar days' duration.

B.  Advance notice before positions are temporarily abolished or forces are temporarily reduced is not required where a suspension of the Company's operation in whole or in part is due to a labor dispute between the Company and any of its employes.

C.  Except as provided in Section B hereof, no advance notice to employes is required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in Section B hereof, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employe who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employe works any portion of the day he will be paid in accordance with existing rules.

D.  At the same time as notice of reduction is given, under Section A of this rule, the officer making the reduction will see that a list showing names, classification and location of employes retained in service in the various crews in the seniority district, is posted in tool houses and outfits, so that seniority may be exercised without unnecessary loss of time. Where there are no tool houses or outfits, this information will be distributed to employes either collectively or individually. When individual reductions in such force are made, employes cut off will be given similar advice at the time notice of reduction as to junior employes in service whom their seniority would entitle them to displace.

E.  Except as otherwise provided for in these rules, when forces are reduced or positions abolished, employes affected will have the right to exercise their seniority rights over junior employes. [11/15/96 Agreement, Paragraph 10]

F.  Employes affected by force reduction or abolition of positions desiring to exercise their seniority rights will so advise the Bridge and Building Supervisor, Division Roadmaster, or other designated supervisory officer, and employes will be notified as soon as practicable when other employes have exercised their seniority rights to displace them.

G.  Employes affected by force reduction or abolition of positions or who are displaced in the exercise of seniority by other employes, must, if they desire to displace junior employes, exercise their seniority rights within ten (10) calendar days thereafter. If seniority is not so exercised, such employes will forfeit all rights to displace other employes because of such force reduction or abolition of positions, and will then be governed by Rule 9.

NOTE:  It is understood that the ten (10) calendar days referred to in this rule is exclusive of any scheduled vacation days.
H. Regularly established daily working hours will not be reduced below eight (8) per day, nor will the regularly established number of working days be reduced below five (5) per week, to avoid making force reductions unless agreed to between the Company and General Chairman, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.

I. A crew will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior employees in such crew.

**RULE 15. LEAVE OF ABSENCE**

A. Except for physical disability, leave of absence in excess of ninety (90) calendar days in any twelve (12) month period shall not be granted unless by agreement between the Company and the duly accredited representative of the employees.

B. The arbitrary refusal of a reasonable amount of leave of absence to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employees, is an improper practice and may be handled as unjust treatment under this Agreement.

C. A request for leave of absence in excess of fifteen (15) calendar days must be made in writing by the employee to his immediate supervisor.

A request for leave of absence of fifteen (15) calendar days’ or less duration need not be made in writing, but an employee desiring such a leave of absence must secure approval from his immediate superior.

D. An employee granted an indefinite leave of absence in excess of fifteen (15) calendar days, desiring to return to service will give not less than seventy-two (72) hours’ advance notice.

An employee granted a definite leave of absence desiring to return to service prior to the expiration of such leave of absence, will give not less than seventy-two (72) hours’ advance notice.

E. An employee on leave of absence accepting other employment without first obtaining written permission from the Company and the duly accredited representative of the employees, will be considered as having left the service and all seniority rights will be forfeited.

An employee failing to report for duty on or before the expiration of their leave of absence will forfeit all seniority rights, unless an extension is obtained.

F. (1) An employee reporting for duty after leave of absence may return to his former position, or displace a junior employee from an assignment secured by bulletin that was both posted and closed during the absence of the senior employee. In the event an employee’s former position has been abolished, or a senior employee has exercised displacement rights thereon, the returning employee will be allowed to exercise seniority in accordance with Rule 8. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement]

(2) An employee displaced as a result of the return of an employee from leave of absence may exercise seniority in accordance with Rule 8. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement]
CONCERNING PARAGRAPH (1) ABOVE: During discussions regarding this change to Rule 15 F, the parties agreed that employees returning from a leave of absence, will exercise their displacement option at the time of their return. The parties also agreed that the Carrier will provide an employee returning from leave of absence information as to all junior employees who are currently assigned to positions that were both posted and closed during their absence, that the returning employee is eligible to displace. It is understood that the information provided will include junior employees who are currently assigned in a class with seniority gained by assignment to a position that was both posted and closed during the returning employee’s absence. If the returning employee has not already established seniority in the class, he will be awarded the same seniority date of the junior employees being displaced by the returning employee under this rule. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement]

G. (1) An employee granted an annuity under the physical disability provisions of the Railroad Retirement Act prior to reaching the age which would entitle him to full benefits under that Act, will be considered as on an indefinite leave of absence and his name will be continued on the seniority roster until he reaches such age, unless seniority is terminated in the meantime for other reasons.

(2) In the event a regular assigned employee vacates a permanent position subject to bulletin to accept an annuity under the physical disability provisions of the Railroad Retirement Act, and if such position is continued in existence, such vacancy will be bulletined as a permanent vacancy and filled in conformity with the rules of this Agreement.

(3) Such an employee, who is again physically qualified to perform work prior to reaching the age which would entitle him to full benefits under the Act, and who is so approved by the Company, may exercise seniority rights over any junior employee in conformity with Rule 8.

(4) An employee displaced as a result of return of an employee who was granted an annuity under the physical disability provisions of the Railroad Retirement Act may exercise seniority rights over any junior employee in conformity with Rule 8.

RULE 19. TEMPORARY VACANCIES AND VACATION RELIEF NOT BULLETINED

A. A new position or vacancy of thirty (30) calendar days or less duration, shall be considered temporary and may be filled without bulletining. If such vacancy or position of foreman or assistant foreman in the Track or B&B Sub-department is to be filled, the "eligible list" referred to in Rule 18B will be used. If such vacancy is on any other position and is filled, preference will be given to the senior qualified employee who has on file a written request to fill such vacancy. Such employee will assume all the working conditions of the assignment just as if regularly assigned thereto. Written requests for vacancies under this rule must be on file with the designated Carrier Officer by 12:00 Noon local time the day before the vacancy begins. [11/15/1996 Agreement, Paragraph 10 and 6/10/99 Seniority Districts Consolidation-Related Agreements, Article I(2)]

B. Vacation relief may be provided by assigning qualified employees in seniority order in the following order of preference before other employees will be assigned to perform vacation relief on an involuntary basis:

(1) Employees holding seniority but unassigned in the classification or seniority rank of the vacationing employee who are working at the location or on the gang where relief is to be provided.
(2) Employes holding seniority in lower classification and seniority ranks in the seniority sub-department of the vacationing employe who are working at the location or on the gang where relief is to be provided.

(3) Employes who have filed written requests under Section A of this rule who are not working at the location of the gang where relief is to be provided, and who will be subject to Rules 35 and 36.

C. Any vacancy of 30 calendar days or less including vacation relief in a Track Inspection position will be filled by the Track Maintainer, if one is assigned. A vacancy on the Track Maintainer position of 30 calendar days or less, if filled, will be filled per Rule 19. In the absence of requests per Rule 19, the Company will recognize seniority in assignments to the vacancy. [Seniority Districts Consolidation Agreement-Related Agreements, 6/10/99 Attachment No. 1]

RULE 23. FAILURE TO QUALIFY

A. Employes awarded bulletined positions, or employes securing positions through exercise of seniority, in a class in which not yet qualified, will not be disqualified for lack of ability to do such work after a period of thirty (30) calendar days thereon. Employes will be given reasonable opportunity in their seniority order to qualify for such work as their seniority may entitle them to, without additional expense to the Company.

NOTE: “Without additional expense to the Company” is understood to mean that an employee qualifying on a position will be entitled to the rate of pay he was receiving on his immediately previous assignment.

B. An employe failing to qualify for a position secured by bulletin, or in exercise of seniority will be given notice in writing of reason for such disqualification.

C. An employe who considers himself unfairly disqualified may request, and shall thereupon be given, an investigation as to such qualifications pursuant to the provisions of Rule 62.

D. An employe awarded a bulletined position or securing a position through exercise of seniority to a position for which not yet qualified shall if disqualified return to his former position. In the event his former position has been filled, the employe filling the position shall return to his former position.

If his former position has been abolished or the position was secured by a senior employe through the exercise of seniority in accordance with provisions of Rule 8 E, the disqualified employe will be governed by provisions of Rule 8 E.

RULE 26. STARTING POINT

A. Time of employes will start and end at designated assembling point. Designated assembling or starting point will be interpreted as follows:

(1) Section Forces - Tool House.

(2) Employes who are provided with outfit cars or highway trailers, the assembling point shall be the tool or material car provided such employes. If a tool or material car is not furnished, or is located away from the outfit cars or highway trailers, the assembling point shall be the location of the outfit cars or highway trailers.
(3) Employes under the provisions of Rule 38 who are not furnished outfit cars or highway trailers, the assembling point shall be the station on the Carrier closest to the work location where meals and lodging are available within a reasonable proximity; however, where the majority of the members of the gang and the supervisor agree, any point may be designated as the assembling point.

(4) Employes authorized to provide their own living quarters in trailer home or pickup camper – the assembling point will be a place such as Carrier railroad station, section headquarters, B&B headquarters, tool house or gang tool cars on a siding in a city or town close to the work site.

(5) Employes in terminals or fixed headquarters - Employes other than those covered above will have one designated assembling point where they will start and end their day's work, except that in Chicago and St. Louis Terminals there may not be more than two such assembling points designated for each gang.

B. When employes are sent away from headquarters and remain away overnight, the beginning and ending of day's work shall be at a designated point such as a railroad depot, section headquarters or motel-hotel accommodations at the nearest town where such lodging and meal accommodations are available.

C. Paid time for production crews* that work away from home shall start and end at the reporting site designated by the appropriate supervisor by the end of the previous day, provided the reporting site is accessible by automobile and has adequate off-highway parking. If a new highway site is more than 15 minutes travel time via the most direct highway route from the previous reporting site, paid time shall begin after fifteen (15) minutes of travel time to the new reporting site from the carrier designated lodging site for it, and from the new reporting site to the carrier designated lodging site for it, on the first day only of such change in the reporting site. [7/29/91 Imposed Agreement, Article VIII]

*Note: Production crews include all supporting BMWE employees who are assigned to work with, or as a part of, a production crew. [7/29/91 Imposed Agreement, Article VIII]

In order that there shall be no duplication, time paid for in accordance with this provision shall not be included in determining compensation that may otherwise be due an employee for travel time under the Award of Arbitration Board No. 298, as amended, or similar provisions. [7/29/91 Imposed Agreement, Article VIII]

Any unpaid time traveling between the carrier-designated lodging site and the work site is restricted to no more than thirty (30) minutes each way at the beginning and end of the work day. [9/26/96 National Agreement, Article XVII]

RULE 27. STARTING TIME

A. Where a single shift operation is in effect, the regular assigned starting time of employes will be between 5:00 A. M. and 10:00 A. M., or between 3:00 P. M. and 9:00 P. M. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(2)(A)] [Also see Appendix GG]

It is understood that at points where one-shift fuel service is maintained and the train service is such as to require practically all-night service, exceptions to the restrictions as to starting time of fuel service employes may be made by mutual agreement between the General Chairman and the Company.

A. When two or more shifts are employed, the starting time may be regulated in accordance with
the requirements of the work, except no shift shall start between 12:00 Midnight and 4:00 A. M. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(2)(B)] [Also see Appendix GG]

C. The starting time of any position will not be changed without first giving the affected employee(s) 36 hour notice, except 48 hour notice shall be given for a change which is greater than four (4) hours. All changes in starting time will remain in effect for no less than five (5) consecutive days. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(2)(C)] [Also see Appendix GG]

D. The starting time of district mobile production gangs* meeting the Sickles definition, and Regional and System production gangs* established under Article XIII of the 1991 BMWE Imposed Agreement, as amended by Article XVI of the 1996 National Agreement, will be covered by Article IX-Starting Time of the July 29, 1991 BMWE Imposed Agreement. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(1)] [Also see Appendix GG]

The starting time shall be between 4:00 A. M. and 11:00 A. M. and shall not be changed without thirty-six hours notice, except that forty-eight hours notice shall be given for a change which is greater than four hours. Starting times shall remain in effect for at least five consecutive days. The BMWE may contest the creation of new starting times through the arbitration procedure set forth in Article XVI. If the carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees. It is understood that local supporting forces and interrelated crews supporting the operation of these crews may also be covered by Article IX. [7/29/91 Imposed Agreement, Article IX, Section 1; Seniority Districts Consolidation-Related Agreement 6/10/99]

Other starting times may be agreed upon by the parties for production crews* involving service which is affected by environmental conditions or governmental requirements or for work that must be coordinated with other operations in order to avoid substantial loss of right of way access time; however no production crew shall have a starting time between midnight and 4:00 A. M. If the parties fail to agree on such other starting times, the matter may be referred to arbitration in the manner described in Article XVI. of the 2/06/92 Imposed Agreement. Similar notice requirements regarding starting time as described above, shall apply. [7/29/91 Imposed Agreement, Article IX, Section 2]

* Note: Production crews include supporting BMWE forces who are directly involved. However, “directly involved” should be given the narrowest possible construction consistent with the efficient operation of the production crew. [7/29/91 Imposed Agreement, Article IX]

E. Starting times of ancillary crews may be staggered up to two hours from the regular start time for performing work associated with the work being performed by the main crew. For example, surfacing crews with tie gangs or undercutters; crossing crews with undercutters, tie gangs or rail gangs; and welding crews with tie gangs, rail gangs or undercutters. For crews covered under “D” above, the staggered start time must be within the hours of 4:00 A. M. and 3:00 P. M. For crews in all other assignments, the staggered start time must be within 5:00 A. M. and 10:00 A. M., or 3:00 P. M. and 9:00 P. M. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article D] [Also see Appendix GG]

RULE 28. MEAL PERIOD – SEE NEW MEAL PERIOD AGREEMENT SIGNED JAN. 9, 2017

A. Regular meal periods shall be observed at the work site or other convenient location between the beginning of the fourth hour and the beginning of the seventh hour computed from the assignment starting time,
unless otherwise agreed upon by the carrier and the affected employes. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. Wash room facilities shall be provided where the job location requires a meal period to be observed at the work site.[7/29/91 Imposed Agreement]

B. It is not the intent of this rule to allow the carrier to require employes to miss a meal period. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, affected employees shall be paid on a minute basis at the straight time rate and twenty (20) minutes in which to eat shall be granted at the first opportunity without deduction in pay.[7/29/91 Imposed Agreement]

C. The Company shall arrange to feed men assigned to work at wrecks, washouts or other emergencies once each six (6) hours, computed from the end of the last meal period, without expense to employees or deduction in pay, it being understood that this shall not apply in cases where employees regularly assigned to outfits equipped not only for lodging but for meals may be moved with such outfits to work under such emergency conditions. [7/29/91 Imposed Agreement]

D. An employee required to work any part of his regularly assigned meal period will be allowed time therefor on the minute basis at the rate of time and one-half. In the event there is not twenty (20) minutes within the assigned meal period in which to eat lunch, not to exceed twenty (20) minutes in which to eat shall be afforded at the first opportunity without deduction in pay. Any time not worked within the assigned meal period will be used to make up the twenty (20) minute lunch period. [9/01/82 Agreement, Rule 28 B; 7/29/91 Imposed Agreement, Article VI, Section 4]

RULE 30. CALLS

A. Except as otherwise provided in Rules 24 and 29, employes notified or called to perform work outside of and not continuous with the regular work period, will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half rate for two (2) hours and forty (40) minutes work or less, and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed on the minute basis.

B. An employe notified or called under this rule to perform work after the expiration of his regular work week and prior to the commencement of his next work week, or after his assigned quitting time on one day and prior to his assigned starting time on his next work day with a holiday intervening, will be paid for such service in conformity with this rule with double time computed on the actual minute basis after sixteen (16) continuous hours of work in a twenty-four (24) hour period computed from the time the employe is required to report for work, or from the time called, as the case may be. If required to work continuously in excess of twenty-four (24) consecutive hours, time worked in the second and each succeeding twenty-four (24) hour period will be paid for on the actual minute basis at the rate of time and one-half with double time after sixteen (16) continuous hours of work in the second and each succeeding twenty-four (24) hour period, computed from the commencement of the second and each succeeding twenty-four (24) hour period.

C. The time of an employe who is notified prior to release from duty to report for work will begin at the time required to report and end when released. The time of an employe who is called after release from duty to report for work will begin at the time called and will end at the time he returns to designated point at headquarters.
RULE 32. REST DAY OR HOLIDAY PERIOD

A. Except where otherwise provided in this rule, employes who are required to work or held on duty on rest days and the following holidays, namely:

<table>
<thead>
<tr>
<th>In the United States:</th>
<th>In Canada:</th>
</tr>
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<tbody>
<tr>
<td>New Year's Eve Day</td>
<td>British Columbia Day</td>
</tr>
<tr>
<td>New Year's Day</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Good Friday</td>
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<tr>
<td>Good Friday</td>
<td>Empire Day</td>
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<tr>
<td>Decoration Day</td>
<td>Dominion Day</td>
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<tr>
<td>Fourth of July</td>
<td>Labor Day</td>
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<tr>
<td>Labor Day</td>
<td>Thanksgiving Day</td>
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<td>Thanksgiving Day</td>
<td>Rememberance Day</td>
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<tr>
<td>Day after Thanksgiving Day</td>
<td>Christmas Eve Day</td>
</tr>
<tr>
<td>Christmas Day Eve Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Boxing Day</td>
</tr>
</tbody>
</table>

(provided that when any of the above holidays fall on a Sunday, the following day shall be considered the holiday) shall be paid for at the rate of time and one-half for time worked or held on duty, with a minimum of two (2) hours and forty (40) minutes as per Rule 30.

B. A regular relief employe, of the same class, working in the place of a regular employe on the latter's assigned rest days will be paid therefore at the straight time rates, except that such relief employe, if worked on a designated holiday, shall be paid at the applicable overtime rate.

C. Where rest days are being accumulated under Rule 24 N, the provisions of this rule will not apply, except that such employe, if worked on a designated holiday, shall be paid at the applicable overtime rate.

D. If agreeable to a majority of the employes affected, and if approved by the Company, when a holiday occurs between the first day and the last day of the work week, employes assigned to a crew may be required to work on such holiday at straight time rate and observe the last day of the work week in which the holiday occurs as the holiday.

NOTE: The Holiday Agreement of August 21, 1954, as subsequently amended, is applicable to employes covered by this Agreement.

RULE 35. TRAVEL TIME

A. Employes not in camp cars and other than those covered by Section G hereof will be allowed straight time for actual time waiting or traveling as passengers by passenger train or other public conveyance by the direction of the Company, during or outside of regular work period including travel on rest days or holidays, either on or off an assigned territory.

If, during the time on the road, an employe is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day for service and travel when such irregular service presents the employe from making his regular daily hours at home station.
B. An employee who is not furnished means of transportation by the Company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile on a mileage basis consistent with Company policy but not less than fifteen (15) cents a mile for the mileage from one work point to another.

C. Employees assigned to camp cars or mobile lodging facilities traveling by direction of the Company in such facilities will be allowed straight time rate for traveling in such facilities.

D. When camp cars or mobile lodging facilities are moved from one work point to another, employees assigned to such facilities not required to care for such facilities will be furnished free transportation in either mobile lodging facilities, or on passenger trains, or other methods. An employee who is not furnished means of transportation by the Company from one point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile on a mileage basis consistent with Company policy but not less than fifteen (15) cents a mile for the mileage from one work point to another.

E. Each employee furnished means of transportation by the Company will be paid the amount of travel time computed at straight time rate from one work point to another which the conveyance on which transportation made available by the Company would take regardless of how any employee actually travels from one work point to another.

Each employee who is not furnished means of transportation by the Company will be paid the amount of travel time computed at straight time rate from one work point to another which is consumed by the mobile lodging facilities in moving from one work point to another. If an employee's work point is changed during his absence from the work point on a rest day or holiday, he shall be paid any mileage he is required to travel to the new work point in excess of that required to return to his former work point. Waiting between transportation connections enroute will be considered traveling in the application of this rule.

F. Employees will not be allowed time while traveling in the exercise of seniority, or between their homes and designated assembling points, or for other personal reasons.

G. (1) Employees filling relief assignments or performing extra or temporary service will be paid for travel and waiting time as follows:

(2) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one (1) hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one (1) hours, then the excess over one (1) hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile, time shall be computed at the rate of two (2) minutes per mile traveled.

RULE 38. SECTION I---MOBILE HEADQUARTERS (WITH OR WITHOUT OUTFIT CARS) - LODGING - MEALS
A. Other than as provided in Rules 37 and 39, the Company shall provide for employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in outfit cars, camps, highway trailers, hotels or motels as follows:

(1) If lodging is furnished by the Company, the outfit cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities.

(2) An expense allowance for furnishing and laundering pillows, bed linens, blankets and towels in the amount of thirty (30) cents will be allowed for each day that per diem meal allowance is paid. In the event the Company arranges to furnish and launder pillows, bed linens, blankets and towels, this expense allowance will not apply.

B. Lodging facilities furnished by the Company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition.

C. If lodging is not furnished by the Company the employee shall be paid a lodging allowance of $29.00 per day. [5/31/01 National Agreement]

D. If the Company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of $7.50 per day. [5/31/01 National Agreement]

E. If the Company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of $15.50 per day. [5/31/01 National Agreement]

F. If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of $23.00 per day. [5/31/01 National Agreement]

G. The foregoing per diem meal and lodging (if applicable) allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holiday.

NOTE: Employees whose place of residence is less than thirty (30) miles from the work site will not be allowed the lodging allowance for rest days and holidays unless worked on those days. The place of residence is determined by Company records reflecting the W-4 form filed at time of assignment to position.

H. When outfit cars are assigned to the Maintenance of Way employees referred to in this rule, they will be maintained in good mechanical repair and wired for electricity with no less than two outlets. The Company shall maintain such cars in good and sanitary condition. It is understood that men occupying such cars may be used to maintain these cars on company time. Such cars will be screened, equipped with oil or gas stoves, air circulating devices, suitable flooring, sturdy steel bunks and springs, mattresses, and mattress covers that may be removed for laundering. They will be equipped with adequate washing, shower and toilet facilities or cars will be located where such facilities are available. Whenever possible, the outfit cars will be placed at locations where ample electrical current is available, or a portable electric system will be provided. An adequate supply of water suitable for drinking and other domestic uses will be made available and stored in sanitary
receptacles. If kitchen facilities are provided, cars will be equipped with oil or gas cooking stoves, refrigerators, utensils and dishes in proportion to the number of men to be accommodated.

I. The Company will continue a program to upgrade existing outfit cars or construct additional cars meeting the conditions specified in Section H of this rule with the understanding that outfit cars not meeting such specifications will not be assigned for men referred to in this rule unless an agreement is reached between the General Chairman and the Company.

J. Positions with mobile headquarters will be bulletined with outfit cars if outfits are to be furnished or without outfit cars if none are to be furnished.

K. Employees on positions that are bulletined with outfit cars and none are furnished or if sent away from their outfit cars by direction of the Company and remain away overnight, Rule 36 A meal and lodging expense reimbursement instead of expenses provided for in this rule will be applicable on such days. Employees on positions that are bulletined as mobile without outfit cars will be allowed meal and lodging expense as provided in this rule.

SECTION II--WEEK-END TRAVEL ALLOWANCE

A. At the beginning of the work season employees are required to travel from their homes to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residences. During the work season the carriers’ service may place them hundreds of miles away from home at the end of each work week. Accordingly, the carriers will pay each employee a minimum travel allowance as follows:

<table>
<thead>
<tr>
<th>Miles Traveled</th>
<th>Allowance</th>
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<tbody>
<tr>
<td>0 to 100 miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>101 to 200 miles</td>
<td>$25.00</td>
</tr>
<tr>
<td>201 to 300 miles</td>
<td>$50.00</td>
</tr>
<tr>
<td>301 to 400 miles</td>
<td>$75.00</td>
</tr>
<tr>
<td>401 to 500 miles</td>
<td>$100.00</td>
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</tbody>
</table>

Additional $25.00 payments for each 100 mile increments.

[9/26/96 National Agreement, Article XIV]

B. At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of $12.50 for the mileage between 51 and 100 miles.[9/26/96 National Agreement, Article XIV]

C. Carriers may provide bus transportation for employees to their home area on weekends. Employees need not elect this option.[9/26/96 National Agreement, Article XIV]

D. For the purposes of this Section, an employee’s Home Station (as defined below) shall be used in lieu of his residence if the employee’s residence is located outside of the employing carrier’s system (i.e., in a state (or location outside the continental United States) that does not contain a line of road directly operated and maintained by that carrier), except where his residence is closer to the work location than his Home Station. Home Station for this purpose shall mean a station, town or city listed in the carrier’s timetable that is located nearest to the employee’s residence. [5/31/01, National Agreement, Article VII, Section 1]

E. For employees required to work over 400 miles from their residences the carrier shall provide, and
these employees shall have the option of electing an air travel transportation package to enable these employees to return to their families once every three weeks. Ground transportation from the work site to the away from home airport shall be provided by each carrier, and on the return trip the carrier shall provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the employer can require the employees to give advance notice of their intention to elect the air transportation option so that the carrier may take advantage of discounted air fares. Employees must make themselves available for work on at least ninety percent of the regularly scheduled work days during the three week period. And, they will not qualify for the travel allowance set forth in Section A, above, during the three week period. Irrespective of the customary meal and lodging entitlement that employees have under their local agreements, when employees elect the air transportation option, they shall be entitled to meals and lodging during their two away from home weekends in the three week cycle and they shall not be entitled to meals and lodging during the third weekend upon which they return home by air transportation. [9/26/96 National Agreement, Article XIV]

F. For the purposes of calculating mileage and filing for benefits under this Section II, See Appendix LL.

RULE 40. INVESTIGATIONS AND APPEALS

A. An employee in service sixty (60) days or more will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than fifteen (15) days from the date of the occurrence, except that personal conduct cases will be subject to the fifteen (15) day limit from the date information is obtained by an officer of the Company (excluding employees of the Security Department) and except as provided in Section B of this rule.

B. In the case of an employee who may be held out of service pending investigation in cases involving serious infraction of rules the investigation shall be held within ten (10) days after the date withheld from service. He will be notified at the time removed from service of the reason therefor.

C. At least five (5) days advance written notice of the investigation shall be given the employee and the appropriate local organization representative, in order that the employee may arrange for representation by a duly authorized representative or an employee of his choice, and for presence of necessary witnesses he may desire. The notice must specify the charges for which investigation is being held. Investigation shall be held, as far as practicable, at the headquarters of the employee involved.

D. A decision shall be rendered within thirty (30) days following the investigation, and written notice thereof will be given the employee, with copy to local organization's representative. If decision results in suspension or dismissal, it shall become effective as promptly as necessary relief can be furnished, but in no case more than five (5) calendar days after notice of such decision to the employee. If not effected within five (5) calendar days, or if employee is called back to service prior to completion of suspension period, any unserved portion of the suspension period shall be canceled.

E. The employee and the duly authorized representative shall be furnished a copy of the transcript of investigation, including all statements, reports, and information made a matter of record.

F. The investigation provided for herein may be waived by the employee provided that any discipline assessed is confirmed in writing in the presence of his duly authorized representative and agreed to by
the proper officer of the Carrier.

G. If it is found that an employe has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him, resulting from such discipline or suspension.

H. The provisions of Rule 42 shall be applicable to the filing of claims and to appeals in discipline cases. [See Appendix JJ for alternative expedited arbitration procedures]

I. The date for holding an investigation may be postponed if mutually agreed to by the Company and the employe or his duly authorized representative. If there is a change in the location of the investigation, the employe and his duly authorized representative will be notified.

J. If investigation is not held or decision rendered within the time limits herein specified, or as extended by agreed-to postponement, the charges against the employe shall be considered as having been dismissed.

K. If an employe who has been discharged for cause is later reinstated, without having been found blameless, and his former position has been bid in by another employe on regular bulletin, the reinstated employe will displace the youngest assigned man in his own rank, unless otherwise agreed between the General Chairman and the Company.

RULE 42. TIME LIMIT ON CLAIMS

A. All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Company shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

B. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Company shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Company designated for that purpose.

C. The requirements outlined in Sections A and B of this rule pertaining to appeal by the employe and decision by the Company, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Company to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless, within nine (9) months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the
Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.

D. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

E. This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employes it represents.

F. This Agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Company.

G. This rule shall not apply to requests for leniency.

RULE 44. COMPOSITE SERVICE

An employe assigned by proper authority to perform service on a higher rated position for one (1) hour or more shall be paid the higher rate for the time assigned thereto; except that when the time so engaged exceeds four (4) hours on one day will be allowed the higher rate for the entire day. The rate of pay of an employe will not be reduced when temporarily assigned by proper authority to a lower rated position.

RULE 45. PERSONAL INJURIES

A. Employes shall not be held from work on account of declining to sign a release pending a final settlement of personal injury claims.

B. Employes injured while at work will not be required to make accident reports before they are given medical care and attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

RULE 46. ICE AND WATER

The Company will furnish an adequate supply of water suitable for domestic uses to employes living in its buildings, camps, and outfit cars. Where it must be transported and stored, the receptacle shall be adapted to the purpose. Present practice with respect to furnishing company ice will be continued.

RULE 62. UNJUST TREATMENT

An employe who considers himself unjustly treated in matters other than discipline, or in matters other than those arising out of the interpretation and application of the rules of this Agreement, shall have the same right of hearing and appeal as provided in Rule 40, if written request is made to his immediate superior within twenty (20) calendar days after the date of the occurrence of the cause for complaint.
RULE 63. BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

NOTE: (1) An employee will have the following options in deciding when to take bereavement leave:

(a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

(b) three consecutive calendar days, ending the day of the funeral service; or

(c) three consecutive calendar days ending the day following the funeral service.

(2) A maximum of three days off is allowed for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

For example, an employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

(3) An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. He is eligible for two days of bereavement pay.

(4) A day on which a basic day's pay is allowed account bereavement leave will not serve as a qualifying day for holiday pay purposes. However, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

(5) An employee is entitled to bereavement leave in connection with the death of a half-brother or half-sister, but not a stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 66. REPRESENTATION

Subject to the provisions of the Railway Labor Act, the right of the Brotherhood of Maintenance of Way Employees to represent employees coming within the scope of this Agreement is recognized, and the interpretation of this Agreement as agreed upon by the Company and the Brotherhood of Maintenance of Way Employees will govern.
MEMORANDUM OF UNDERSTANDING
between
BURLINGTON NORTHERN RAILROAD
and its employees represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

It is herewith agreed that certain Burlington Northern Maintenance of Way crews will be allowed to work four 10-hour days at the respective pro rata rates of pay in lieu of five 8-hour days at pro rata rates of pay, without rebulletining of the positions, subject to the following conditions:

1. Mobile gangs, including local work forces working in support of mobile gangs, and other assignments regularly working away from headquarters may be assigned to work four (4) ten (10) hour (hereinafter “4-10s”) days pursuant to this agreement. This agreement may be extended to any other gang or assignment by mutual agreement between the Carrier and the General Chairman.

2. A proposal to observe a compressed work week of four 10-hour days may be initiated either by the Engineering Department official responsible for a gang or by a majority of the employees assigned to the gang or assigned to and working with the gang.
   a. The immediate supervisor responsible for a gang or assignment may propose a compressed work week of four 10-hour days. Notice of the proposal shall be in writing and shall contain the work days and rest days to be observed. A copy shall be provided to the General Chairman. The work schedule must be agreed to in writing by a majority of the gang’s assigned employees and employees assigned to and working with the gang.
   b. A majority of a gang or crew desiring to work a compressed work week of four 10-hour days may make written application to the Designated Engineering Officer, who will approve or disapprove the request in writing. If the request is not approved, the reasons for the disapproval will be included. It is understood that such decision shall not be grounds for any claim or grievance, including any claim of unjust treatment.

If the company and the employees agree to work 4-10s, the work schedule will be followed by all gang members.

3. If a crew or gang and the Designated Engineering Officer agree to work 4-10s, this schedule must be maintained for not less than one (1) week, and will thereafter be maintained in one (1) week increments. Change from a “4-10s” schedule returning to the regular bulletined “5-8s” schedule will require a full seven (7) calendar days’ written notice of such change. If a majority of the employees assigned to the gang desire to return to the regular “5-8s” schedule, alike seven (7) calendar days’ notice will be afforded the Designated Engineering Officers.

4. Rest days shall be consecutive. For crews working 4-10s, they will be either Friday, Saturday and Sunday, or Saturday, Sunday and Monday. Production gangs, properly assigned pursuant to Article X of the Imposed Agreement effective July 29, 1991, with either Saturday or Sunday as an assigned work day may work the 4-10s schedule so long as the work days are consecutive and are entirely within the regularly bulletined work days.
5. All work performed beyond the tenth (10th) hour on a regularly scheduled ten (10) hour work day, and work performed on the fifth day and/or the employee’s rest days, will be compensated on an overtime basis in accordance with the applicable rule provisions providing for the payment of overtime.

6. In work weeks that would normally consist of three or four work days due to the observance of one or more holidays, the gang will revert back to the assigned 5-8s schedule, unless other arrangements are made with the agreement of a majority of the affected employees and the designated engineering official for the makeup of time.

7. Employees who take a personal leave day while working a 4-10 schedule will be charged with one (1) personal leave day and will be paid ten (10) hours for the personal leave day.

8. While working a 4-10 schedule, employees required to work more than one (1) hour of overtime service continuous with the regular 10-hour work day shall be accorded an additional meal period, the meal to be provided by the Carrier. Subsequent meal periods, with meals provided by the Carrier, shall be allowed at intervals of not more than six (6) hours computed from the end of the last meal period. Time taken for such meal periods will not terminate the continued service, and will be paid.

9. Employees on crews working the compressed work week of “4-10s” will receive credit toward the fifth, otherwise regularly assigned work day within the 40-hour work week as follows. If ten (10) hours are paid to an employee for any day at the pro rata under the provisions of this agreement, eight (8) of these hours will be credited to the day for which payment is made and two (2) hours will be credited toward a fifth assigned work day within the 40-hour week. Hours credited to the fifth day will be considered compensated service for purposes of qualification for expense payments and for qualification for all fringe benefits including but not limited to vacation and holiday qualification, unemployment insurance, medical and dental insurance and Railroad Retirement contribution. If a total of four 10-hour days is to be paid in a given work week, five 8-hour days will be entered on the timeroll for this time period. However, this will be for accounting purposes only and will not signify that an employee worked on the fifth day unless he actually does so.

10. When a crew is working a four 10-hour day compressed work week and all or some of the positions in such gang are to be abolished, the requirements of the applicable force reduction rule (force reduction) will be met by the Company giving a four (4) working day advance notice of abolition to such employees affected.

11. If an employee displaces on to or off of a particular crew assigned to work a compressed work week of 4-10s, they will accept the work schedule of the crew or gang. No claims will be filed or progressed by the Organization for work opportunity forfeited or for overtime by an employee displacing on to or off of a crew or gang working the four 10-hour days after the beginning of the work week.

12. Except as specifically modified herein by the agreement, the schedule rules or other applicable terms and conditions will govern an employee assigned to a position which works a compressed work week of four 10-hour days.

13. It is understood and agreed by the parties that there are pending Section 6 Notices in effect on the issue of a Four Ten-Hour Day Agreement, and in recognition of this fact, this Four Ten-Hour Day Agreement has been agreed to in the interim and will have no force or effect on the pending Section 6 Notices. It is also understood and agreed that this Agreement in entered into by the parties on a non-precedent, non-prejudicial basis and with the express agreement that it not be referred to in any other proceeding whether it be arbitral or judicial or other forum, including, but not limited to, Presidential Emergency Boards and fact-finding
proceedings. It is agreed that this non-prejudicial and non-referable provision be given the broadest possible interpretation, however, nothing in this Agreement should be read as prohibiting the use of this Agreement in a proceeding to enforce its terms in a claim which arises while it is in effect.

14. This Agreement will become effective August 1, 1996, and may be canceled upon sixty (60) days’ written notice of either party to the other of their desire to do so.

For: Brotherhood of Maintenance of Way
/s/ David D. Joynt
General Chairman
/s/ Bruce G. Glover
General Chairman
/s/ E. R. Spears
General Chairman
/s/ Wm. F. Gulliford
General Chairman

For: Burlington Northern Railroad Company
/s/ Richard C. Scott
/s/ Dennis J. Merrell
/s/ General Chairman
NEW
MEAL PERIOD AGREEMENT
& 11th HOUR MEAL

Signed: January 9, 2017
Memorandum of Agreement

between

BNSF Railway

and

Brotherhood of Maintenance of Way Employees Division

Following the implementation of Presidential Emergency Board (PEB) 219, disputes arose between the parties regarding the interpretation and application of the meal period established by PEB 219 as further clarified by the Contract Interpretation Committee in Issues 12 and 20 (currently Rule 28 of the BN/BMWED Agreement (updated December, 2002). The parties wish to resolve these and other related longstanding disputes pursuant to the terms of the agreement outlined herein.

Section I. Changes to Existing and Future Positions

A. All mobile positions existing on the effective date of this Agreement, and those bulletinized hereafter, will be governed by Rule 28 as amended below. Such positions will work 8 consecutive hours, and 20-minute meal periods will be observed without deduction in pay. Exisiting positions need not be abolished and re-bulletined.

B. The terms of Rule 28 Paragraphs (A)(1) and (A)(2), as amended below, may be extended to any other gang or assignment by mutual agreement between the Carrier and the General Chairman using the following process:

1. A proposal to observe the meal period set forth by Rule 28(A)(1) and (A)(2), below, by a headquartered gang may be initiated by either the Engineering Department official responsible for the gang or by a majority of the employees assigned to the gang.

2. The immediate supervisor responsible for the gang will issue written notification to the gang of the proposal to observe the meal period set forth by Rule 28(A)(1) and (A)(2), and a copy shall be provided to the General Chairman. The proposal must be agreed to in writing by a majority of the gang’s assigned employees.

3. A majority of a gang may make a written proposal to observe the meal period as stated in Rule 28(A)(1) and (A)(2), below, to the designated Engineering official, who will approve or disprove the request in writing. It is understood that a decision disapproving the request shall not be grounds for any claim or grievance, including any claim of unjust treatment.
4. If the company and the majority of employees agree to observe the meal period as stated in Rule 28(A)(1) and (A)(2), all gang members will be subject to these same rules. Either the designated Engineering official or a majority of the gang employees may change the meal period back to the provisions set forth in Rule 28(B)(1) and (B)(2) with a full seven (7) days advance written notice of such change.

C. The application of Paragraphs (A) and (B), above, is without prejudice to the positions of the parties regarding the application of Rule 25(a) and (b) of the BN/BMWED Agreement (updated December, 2002).

Section II. Amendments to the Collective Bargaining Agreement

Rule 28 will be amended to read as follows:

Rule 28. Meal Period

A. (1) Mobile Employees: Meal periods shall be observed at the work site or other convenient location between the beginning of the third hour and the end of the seventh hour, computed from the assigned starting time. Meal periods shall be 20 minutes without deduction in pay. Employees shall be responsible for observing this 20-minute meal period unless directed otherwise. Wash room facilities shall be provided where the job location requires the meal period to be observed at the work site. [7/29/91 Imposed Agreement, 1/9/17 MOA]

(2) Mobile Employees: It is not the intent of this rule to allow the carrier to require employees to miss a meal period. Whenever the meal period cannot be observed within the window set forth in Paragraph A(1) at the direction of the Company, then the affected employee shall receive 20 minutes pay at the overtime rate, and 20 minutes in which to eat shall be granted at the first opportunity without deduction in pay. [7/29/91 Imposed Agreement, 1/9/17 MOA]

B. (1) Headquartered Employees: Regular, unpaid meal periods shall be observed at the work site or other convenient location between the beginning of the fourth hour and the beginning of the seventh hour computed from the assigned starting time, unless otherwise agreed upon by the carrier and the affected employees. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. Wash room facilities shall be provided where the job location requires a meal period to be observed at the work site. [7/29/91 Imposed Agreement; 1/9/17 MOA]
(2) **Headquartered Employees:** It is not the intent of this rule to allow the carrier to require employees to miss a meal period. Whenever the meal period cannot be observed within the prescribed time period described in Paragraph (B)(1) because of unusual circumstances and is worked, affected employees shall receive 30 minutes pay at the overtime rate, and 20 minutes in which to eat shall be granted at the first opportunity without deduction in pay. [7/29/91 Imposed Agreement, 1/9/17 MOA]

C. The Company shall arrange to feed men assigned to work at wrecks, washouts or other emergencies once each six (6) hours, computed from the end of the last meal period, without expense to employees or deduction in pay, it being understood that this shall not apply in cases where employees regularly assigned to outfits equipped not only for lodging but for meals may be moved with such outfits to work under such emergency conditions. [7/29/91 Imposed Agreement]

Current Rule 28(D) shall be replaced with the following:

D. Employees working four 10-hour days in lieu of five 8-hour days as described in Appendix HH, will work 10 consecutive hours and a 20 minute meal period without deduction in pay will be observed in accordance with Paragraph A(1) and (A)(2) of this rule. Appendix HH will otherwise govern employees working a four 10 hour work week. [1/9/17 MOA]

Rule 29(F) will be amended to read as follows:

Rule 29. Overtime

....

F. Employees required to render more than three (3) hours overtime service continuous with their regular assignment shall be accorded an additional meal period,¹ the meal to be provided by the Carrier. Subsequent meal periods, with meals provided by the carrier, shall be allowed at intervals of not more than six (6) hours computed from the end of the last meal period. [From Art. VI, Sec. 3 2/06/92 Imposed Agreement]

NOTE: The provisions of paragraph (F) may be satisfied pursuant to the following scenarios:

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¹ The length of the meal period will be determined by whether the gang is governed by Rule 28(A)(1) or Rule 28(B)(1), as set forth above.
Instances where employees return to work following the meal period: The provisions of paragraph (f) may be satisfied by the following:

(1) providing a meal on-site and 20 minutes to eat (for mobile employees)\(^3\) without deduction in pay, or

(2) paid time traveled at the overtime rate to the location where the meal is to be provided by the Carrier and back to the work site, and a minimum of 20 minutes (for mobile employees)\(^5\) without deduction in pay to obtain their meal and eat.\(^4\)

Instances where employees are ending their day and not returning to work following the meal period: The provisions of paragraph (f) may be satisfied by the following:

(1) providing a meal on-site and 20 minutes to eat (for mobile employees)\(^5\) without deduction in pay.

Or

(2) paid time traveled at the overtime rate to the location where the meal is to be provided by the Carrier, a maximum of 20 minutes without deduction in pay (for mobile employees)\(^6\) to obtain their meal and eat,\(^7\) and paid time traveled at the overtime rate to the lodging facility (mobile employees and headquarter employees not returning to their headquarters at the direction of the company) or headquarters (headquartered employees returning to their headquarter location).

Or

(3) If all employees agree, they may elect to receive one hour compensation at the overtime rate in lieu of the additional meal period due and meal provided in Rule 29(f). The election of this alternative is

\(^{3}\) 30 minutes to eat will be provided for headquartered employees governed by Rule 28(B)(1).

\(^{4}\) Any additional time it takes beyond 20 minutes (mobile) or 30 minutes (headquartered) will be compensated at the overtime rate.

\(^{5}\) 30 minutes to eat will be provided for HQ employees governed by Rule 28(B)(1).

\(^{6}\) A maximum of 30 minutes to obtain their meal and eat will be provided for headquartered employees governed by Rule 28(B)(1).

\(^{7}\) Any additional time it takes beyond 20 minutes (mobile) or 30 minutes (headquartered) will be uncompensated.
conditional upon all employees in the gang accepting this payment in lieu of the meal period and meal. In other words, the Carrier is under no obligation to provide that additional meal period and meal when employees of a gang elect to be compensated one additional hour at the overtime rate.  [1/9/17 MOA]

Section III. Existing Claims

Within 60 days of the effective date of this agreement, the parties shall promptly meet and negotiate the compromise of existing claims.

Section IV. Cancellation

This Agreement will remain in effect for one year and thereafter unless cancelled by written notification as described herein. After one year following the effective date of this agreement, either party may serve a written 90-day cancellation notice upon the other party. If cancelled, the rules set forth above will return to the original language as they existed on December 1, 2015. If cancelled by either party, this Agreement (and its application) will not be referred to in any other proceeding or forum whatsoever—whether arbitral, judicial, or other forum (including, but not limited to, Presidential Emergency Boards, fact-finding proceedings, and labor claims handling). And it is further agreed that the non-precedent and non-referable provision of this Agreement should be given the broadest possible interpretation; however, nothing in this Agreement should be read as prohibiting use of his Agreement in a proceeding to enforce its terms.

Agreed to this 9th day of January, 2017, to be effective January 9, 2017.

for BNSF Railway Company:

David F. Isom,
Assistant Vice President Labor Relations

Joe R. Heenan,
General Director, Labor Relations

for the BMWED:

Dennis Albers, General Chairman
Allied Federation

David L. Carroll, General Chairman
Burlington Northern System Federation
Zahn Reuther,  
Director, Labor Relations

Samantha Rogers,  
Director, Labor Relations

Gary Marquart, General Chairman  
ATSF&F Federation

Staci Moody-Gilbert, General  
Chairwoman  
Burlington System Division

Bruce G. Glover  
Vice President - BMWED

David D. Joynt  
Vice President - BMWED
PER DIEM AGREEMENT

Signed: November 29, 2005
MEMORANDUM OF AGREEMENT BETWEEN
BNSF RAILWAY COMPANY
AND IT'S EMPLOYEES REPRESENTED BY
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION (BMWED)

1. Effective with vacations taken for the calendar year 2006 ARTICLE VIII - VACATIONS of the September 26, 1996 BMWE National Agreement is amended (in boldface) on BNSF Railway to read as follows:

ARTICLE VIII – VACATIONS
Effective January 1, 1997 employees shall be permitted to take two weeks of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the carrier applicable to the scheduling of personal leave days.

Accordingly, at the time vacations are scheduled, BMWED represented MOW employees may elect to take (1) week or (2) weeks of their vacation time in less than 40 hour increments. If two weeks of vacation are scheduled one week must be used by October 31 of that year. Article VIII of the 1996 BMWE National Agreement and its interpretations and Side Letters will also apply to the second week of such vacation except as otherwise provided herein.

2. Mobile employees eligible to receive Board Award 298 per diem on a seven calendar day per week basis who take a properly approved* Article VIII vacation day(s) on the first work day(s) following their rest days will not forfeit per diem for the immediately preceding rest day(s) provided all other eligibility requirements of Board Award 298 are met. This will not apply to rest days immediately following such vacation day(s).

3. A properly approved* Article VIII vacation day(s) will extend the time for making a displacement as provided under applicable local agreement rules.

4. With this Agreement, all claims specifically related to the above subjects, if any, are withdrawn.

*Properly approved as used in paragraphs 2 and 3 above refers to approval received in conformance with Carrier procedures established for the purpose of seeking authority to take an Article VIII vacation day(s).

This Agreement is made on a non-precedent basis and will not be referred to by either party except to the extent necessary to enforce its terms.
Agreed to on November 29 , 2005

FOR BNSF: FOR BMWED:

Dennis J. Merrell D. D. Joiner B. G. Glover R. D. Sanchez
General Director LR General Chairman General Chairman General Chairman

Addl. Week Article VIII vacation-Perdiem 11-28-05 11-28-05 Final for INITIALS-SIGS
Page 1 of 2
C. M. Morgan  
General Chairman  

R. C. Sandlin  
General Chairman  

M. E. Hemphill  
General Chairman  

Vice President BMWED
Frequently Asked Questions

Calculating 10 days to bump?
If you have a scheduled week of vacation it extends the 10 days, you do not count the weekend after, you start counting that Monday.
A floater does extend the 10 days but must notify Manpower to do it. The computer system does not recognize a floater as a scheduled day of vacation.
They count holidays and weekends for your 10 days.

Protection of Holidays?
If not working the day before and after. You must use a floater/vacation the day before and after to cover the holiday.
Can use a PL day but you need to make sure you (protect) with a floater or work day the day before and after. Also, must have a position to use a PL day.

Per-Diem?
If your voluntarily absent on a Monday and Friday you do not get your per diem. The only exception to this is if you take a floating vacation on Monday you will get your weekend per diem.

Pay-code 55/WTA?
If your voluntarily absent on Monday and Friday you will forfeit your paycode 55/WTA.
However, if you take a floater or PL day on either Monday or Friday you do not. Or if use a dead day only on one of those days you do not. The only time you forfeit it is if you miss BOTH days on each side of the weekend.

We also suggest you carry an extra receipt because this company is awful and keeps losing our receipts. Get the receipt on the way back if you can.

What if I want a bid a district and a regional gang at the same time?
1. If your first preference is to work DISTRICT, and to work REGIONAL only if you do not receive a DISTRICT award then follow the instructions below and fill out only one bid sheet:
Fill out one (1) bid sheet showing DISTRICT and REGIONAL choices on the same sheet in order of preference: List DISTRICT choices first. List REGIONAL choices second
If you receive a DISTRICT job – we will NOT consider your REGIONAL bids.

2. If you desire a REGIONAL position and a DISTRICT position on this bulletin (meaning that you want the district position until the REGIONAL position starts, at which time you will go to the REGIONAL position), complete two bid sheets, as outlined below: Fill out two (2) bid sheets
One bid sheet – DISTRICT choices One bid sheet – REGIONAL choices You will be awarded the highest preference that your seniority entitles you from EACH bid sheet. You will then work the DISTRICT position until your REGIONAL assignment starts. You may continue bidding DISTRICT positions until your REGIONAL assignment starts.

New Hire Transfer – Rule 3D
Newly hired employes assigned to System/Region Gangs will be given the option of establishing seniority dates on the seniority district where they commenced working or on the district where they reside. Newly hired employes have sixty (60) calendar days from the date of hire to make an election. [Terms and Conditions 2(c) and Letter of Agreement 3/9/94, Question 9]