Brotherhood of Maintenance of Way Employes

Craft Specific Tentative Agreement

Rule A-1:

B. Add listing - Rank 1, Qualified Track Inspector, (Side Letter No. 12), A Rate of Pay.

B. Add – Roster 4 Track Truck Driver & B&B Truck Driver listing, Licensed to pull trailers 10,001 or more paid at B Rate of Pay.

B. Add – Rank 3 Track, B&B and Welding Laborer, At earliest of 4 years, or 475 days worked, flex time taken counts, flex time paid out does not count. Paid at C rate of pay, See Rule A-14.

B. Roadway Equipment Sub-Department:

Group 1

Add – listing for Speed Swing and Ditcher paid at B Rate of Pay.

Add – listing for Excavator, paid at A Rate of Pay.

Group 2

Add - listing for Rail Heater (if temp records required) pay at B Rate of Pay.

Add - listing for Tamper Trainer, less than 30 day positions filled by A-3/4, employees on such positions will only require 25 days to be considered qualified. (Side Letter No. 15) pay at B Rate of Pay.

E. Changing reference to “paragraph 7 and 8” to paragraph G and H. (typographical correction)

Rule A-2:

Q. - Amend to eliminate 30-day lock-in. Further Amend to eliminate bump after the qualification period. Provide further that Qualification for a 1st time Foreman qualification will require one 10 day consecutive work day period during the 30 day qualification but in no case to exceed 45 calendar days.

Rule A-3:

D. - Amend, remove 5 day reference, and provide that an employee’s A-3 requests will be cancelled by a bulletin assignment however an employee can reaffirm his/her A-3 and they will remain in effect.

F. – Delete - Removed.
Rule A-5: FILLING TEMPORARY VACANCIES

A. When temporary vacancies or positions of less than thirty (30) days but more than five (5) days are filled, they will be filled by assigning employees in seniority order who have a request on file to fill such service per Rule A-3 (transfer list) or Rule A-4 (call list). Such employees who have a written request on file for both the position and the location of the vacancy will be required to report to the vacancy.

B. Temporary vacancies or positions of five (5) days or less will be filled in seniority order in the following order of preference:

1) Senior employees assigned by bulletin to work and are working at the location or on the gang where the vacancy occurs.

2) Senior employees from the transfer lists (A-3) or call lists (A-4) who are not working at the location or on the gang where the vacancy occurs. Such employees who have a written request on file for both the position and the location of the vacancy will be required to report to the vacancy.

NOTE: For purposes of this rule, the phrases “assigned by bulletin” and “working at the location” means if the vacancy is on a headquartered crew, headquartered employees are considered first then mobile employees at the location second. If the vacancy is on a mobile gang, fill the vacancy from that mobile gang first, and second from the next closest headquartered or mobile gang employees. “Closest” means the tie-up location of where the vacancy is compared to tie-up location of A-5 employee’s tie-up location.

C. Vacancies of thirty (30) days or less, (including positions pending bulletin) that remain unfilled are subject to the following;

1. In the case of an unfilled seasonal Foreman vacancy which remains unfilled after it has been advertised for bulletin and remains unfilled pursuant to paragraphs A or B above, the opportunity to fill such vacancy will be offered to the incumbent Foreman to the permanent Foreman position and if accepted will receive “Mobile gang per diem” for each day worked, including weekends, if worked. The seasonal Foreman vacancy will remain on bulletin and subject to Rule A-3, and 4. If the position remains unfilled the incumbent gets another opportunity to remain on the position until someone is assigned, or the position is filled via rule A3 or A4, after which the incumbent returns to his then current assignment. Allowing the incumbent to remain on Foreman vacancy will not otherwise affect his then current bulletined assignment.
2. In the event other vacancies cannot be filled pursuant to paragraphs A or B above, the junior qualified employee who is working in a lower rank on the roster of the vacancy will be assigned and will be entitled to expenses as defined below.

Mobile employee force assigned to (or held on) headquartered position:

1. paid mobile per diem expenses, including payment of the extra days per diem if his headquarter position is 60 miles or more from the in-service or out of service siding on the railroad as of the date of this agreement closest to his residence as of the date of this agreement. New employees or current employees who change residence locations outside of current measurement will thereafter measure from nearest in-service siding;
2. paid the higher rate of his bid position vs. the position forced to or held on; and
3. paid roundtrip travel time and mileage once per week (as if the assembly point had been moved under Rule A-12, paragraph (D)) limited to the extent that the distance to the position to which forced or held on exceeds the distance to his bid location as measured from the rail siding closest to the employee’s residence.

Headquartered employee force assigned to (or held from) headquartered position:

1. paid the higher rate of his bid position vs. the position forced to or held on;
2. paid roundtrip travel time and mileage once per week (as if the assembly point had been moved under Rule A-12, paragraph (D)) limited to the extent that the distance to the position to which forced or held on exceeds the distance to his bid location as measured from the rail siding closest to the employee’s residence; and
3. in the event the employee is forced to or held on a position the distance to which is farther from their home siding than their bid position but the difference does not exceed 200 miles, the employee may choose to return home each evening and be paid roundtrip travel time and mileage for each other additional day worked during the work week, limited to the extent that the distance to the position to which forced to or held on exceeds the distance to his bid location as measured from the rail siding closest to the employee’s residence; or
4. in the event the employee if forced to or held on a position the distance to which is farther from their home siding than their bid position and the difference exceeds 200 miles, the employee shall receive the per diem amount provided in Rule A-9, paragraph (E)(1)

B. Seniority order for filling vacancies under paragraph (A) (3) above will be in the following order of preference of employees who have a written call or transfer request on file:

1) Seniority in the rank or roster of the vacancy;
2) Seniority in the next lower seniority rank, thereafter in the next succeeding lower seniority rank in the sub-department;
3) Seniority in the service of the Company in other sub-departments.
C. Temporary positions do not require the five (5) day notice prior to abolishment.

D. If an employee is filling a vacancy pursuant to Rules A-3 or A-4 while that position is pending bulletin and such employee is on the position for at least one (1) work day prior to the close of the advertisement bulletin for that position and that employee elects not to make application for the position and therefore is not assigned to the position, he or she shall not be permitted to displace the junior employee assigned to that specific position by bulletin. This will not preclude displacement of such junior employee by that senior employee should he or she establish subsequent displacement rights.

E. Nothing in this Agreement shall be construed to require the Company to fill temporary vacancies or create flex time relief positions.

Rule A-6:

F. Amend to eliminate restricting on displacing to a higher rank.

Rule A-9:

E. Amend to increase HQ expenses by same amount and manner as GWI’s.

   Effective January 1, 2017, the expense allowance shall be $99.21;
   Effective January 1, 2018, the expense allowance shall be $101.19;
   Effective January 1, 2019, the expense allowance shall be $104.23;
   Effective January 1, 2020, the expense allowance shall be $107.36;
   Effective January 1, 2021, the expense allowance shall be $111.12;

E (2). Eliminate.

Rule A-10:

A. Amend to increase meal expenses by same amount and manner as GWI’s.

   Effective January 1, 2017, the allowance shall be increased to $11.71;
   Effective January 1, 2018, the allowance shall be increased to $11.94;
   Effective January 1, 2019, the allowance shall be increased to $12.30;
   Effective January 1, 2020, the allowance shall be increased to $12.67;
   Effective January 1, 2021, the allowance shall be increased to $13.11;
**Rule A-11:**

A. Amend to increase mobile expenses by same amount and manner as GWI’s.

B. Effective January 1, 2017, the expense allowance shall be $83.23;  
   Effective January 1, 2018, the expense allowance shall be $84.89;  
   Effective January 1, 2019, the expense allowance shall be $87.43;  
   Effective January 1, 2020, the expense allowance shall be $90.05;  
   Effective January 1, 2021, the expense allowance shall be $93.20;

C. Amend Rule A-11-C (and all other mileage related provisions) to reduce “80 mile” to “60” miles and provide that the measurement is from either in-service or out of service sidings for all employees as of date of this agreement, and based on current residence location. New employees or current employees who change residence locations outside of current measurement will thereafter measure from nearest in-service siding.

**Rule A-20:**

A cell phone allowance of $40.00 per month will be allowed for Jimbo, Lowboy and Locomotive Crane Operators.

**Side Letter No. 12:**

Provide language that when a vacancy exists for Track Inspector work (e.g. heat, flood, cold, weekend or other) such Inspections, if not performed by the Exempt employee, will be performed by BMWED Members who are on the “qualified Track Inspectors list” and will be selected to do so in seniority order, Rule A-3,-4, to apply.

**Side Letter No. 13:**

Provide language confirming that MRL will not establish any “temporary exempt” positions in the Engineering Dept.

**Side Letter No. 14:**

Provide language allowing employees utilizing campers to park same on company property locations if approved by supervisor. A liability waiver release form must be signed.

**Side Letter No. 15:**

Establish “Tamper Trainer” side letter to provide Tamper Positions of less than 30 days to be filled by A-3, 4 to be paid at B rate of pay, and employees in such positions will only require 25 days to be considered qualified.

**Note to Article 14 in the QWL:**

Provide that actual Time and Mileage will be paid for time spent getting/maintaining physical exams however time limited to 4 hours pay per event