



Rob Miller
Director – Labor Relations

Labor Relations Department
6735 Southpoint Drive South, J-455
Jacksonville, FL 32216

January 15, 2015

Mr. E. W. Long, General Chairman
Brotherhood of Maintenance of Way Employees
Consolidated Rail System Federation
3493 Webster Road
Fredonia, NY 14063

Dear Sir:

This will confirm in writing the understanding reached on January 15, 2015, between the Carrier and the Organization concerning the Carrier’s need to establish one (1) night gang position in compliance with Rule 12(c) of the BMW System Agreement effective June 1, 1999. The positions starting time and work week will be established at the following location effective January 13, 2015, through the completion of the project in question as follows:

<u>Location</u>	<u>Positions(s)</u>	<u>Assigned Days</u>	<u>Hours</u>
Bronx, NY	Asst. Foreman Flagman	Monday-Friday	9:00PM-5:00AM

1. Advertised assignments with starting times and rest days as specified above will be established. Such assignment will form a position hereinafter referred to as the “Night Flagging Gang.”
2. The Night Flagging Gang will consist of not less than one (1) employee; The Night Flagging Gang will be governed by the Rules of the BMW Agreement, effective June 1, 1999. The daytime crews at the noted locations will not be reduced for the purpose of establishing the Night Flagging Gang.
3. The normal tour of duty for the night flagging gang will be five (5) days a week. The hours of assignment will be as noted above with a paid one-half hour for lunch. The rest days will be Saturday and Sunday.
4. The Night Flagging Gang will be governed by the Rules of the BMW Agreement, effective June 1, 1999. The daytime crews at the noted locations will not be reduced for the purpose of establishing the Night Gang.

5. The employee assigned as spelled out above, will in addition to his regular rate of pay, receive one dollar and seventy cents (\$1.70) per hour (premium pay) while assigned to the Night Flagging Gang. The one dollar and seventy cents will be rolled into the regular rate of pay and will not be referred to as a "differential". For the purpose of GWI or COLA increases, the one dollar and seventy cents premium pay will not be included in the calculation.
6. Any Night Flagging Gang employee, who is required to exercise seniority to a four (4) day assignment, will not lose pay as the result of moving from one assignment to another.
7. This Agreement may be canceled upon twenty (20) days written notice by either party.
8. The position of Assistant Foreman Flagman is required to provide track protection in association with a bridge replacement project at Oak Point Yard on the Hudson Subdivision of the Albany Division. The project is anticipated to work until February 28, 2016, however, may work longer if circumstances arise. It is also understood that this Assistant Foreman Flagman position will only work on this project until its completion.
9. This Agreement is based on the particular circumstances that exist at the specific locations identified above. It is understood that this Agreement shall establish no precedent value in any other forum, except as it relates to the enforcement of this Agreement.

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

Sincerely,

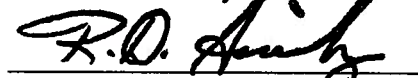


Rob Miller, Director Labor Relations

Accepted:



Edward W. Long, General Chairman
Consolidated Rail System Federation



Roger D. Sanchez, Vice President
BMWED