



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

*Michael S. Skipper  
Director – Labor Relations*

May 20, 2017

Mr. D. R. Albers, General Chairman  
Brotherhood of Maintenance of Way Employees  
Allied Federation  
111 Imperial Blvd., C-300  
Hendersonville, TN 37075

This will confirm in writing the understanding reached on May 20, 2017, between the Carrier and the Organization concerning the Carrier's need to establish night gang positions in compliance with Rule 12(c) of the June 1, 1999 Agreement. The positions, starting time and workweek will be established at the following location effective as follows:

<u>Location</u>	<u>Positions(s)</u>	<u>Assigned Days</u>	<u>Hours</u>
Handcock, MD	Asst. Foreman Flagman	Tuesday – Saturday	8:00PM-4:00AM

- 1) Advertised assignments with starting times and rest days as specified above will be established. Such assignments will form crews hereinafter referred to as the "Night Gang."
- 2) The Night Gang will consist of not less than three (3) employees; The Night Gang will be governed by the Rules of the BMWE Agreement, effective June 1, 1999. The daytime crews at the noted locations will not be reduced for the purpose of establishing the Night Gang.
- 3) The normal tour of duty for the night 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 Sunday and Monday.
- 4) The employees assigned as spelled out above, will in addition to their regular rate of pay will receive one dollar (\$1.00) per hour (premium pay) while assigned to the Night Gang. The one dollar 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 premium pay will not be included in the calculation.
- 5) This Agreement may be canceled upon twenty (20) days written notice by either party.

- 6) The positions of Assistant Foreman Flagman are required to provide track protection in association with a Shoulder Ballast Cleaner, located on the Cumberland Subdivision, on the Baltimore Division. The project is anticipated to work 1 – 2 months, however, may work longer if circumstances arise. It is also understood that this Assistant Foreman Flagman positions will only work on this project until its completion.
  
- 7) This Agreement is based on the particular circumstances that exist at the specific location identified above. It is understood that this Agreement shall establish no precedent value in any other circumstances. Neither party shall refer to this Agreement in any arbitral, bargaining, nor judicial form, except as it relates to the enforcement of this agreement.

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

Sincerely,



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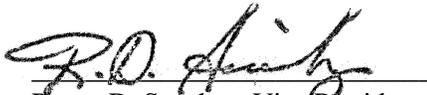
Michael S. Skipper, Director Labor Relations

Accepted:



Dennis R. Albers, General Chairman  
BMWED, Allied Federation

Approved:



Roger D. Sanchez, Vice President  
BMWED