



July 1, 2020

Mr. Jason Graham
General Chairman
BMWED Alliance System Federation
9835 South Avenue, Unit 2
Poland, OH 44514

SUBJECT: Surface Crew Foreman "A" Agreement Side Letter #4

Dear Mr. Graham,

Pursuant to our discussions with the BMWED, and in accordance with the terms of the Collective Bargaining Agreement, the Carrier will establish up to two (2) Surface Crew Foreman "A" positions to support the surface crew production gangs. These positions will continue to abide by all applicable rules pursuant to Rule 29 – District Units.

1. The position of the Surface Crew Foreman "A" will be responsible to manage the surface crew. They will be responsible to ensure that the worksite is managed safely and to maintain production to successfully achieve the output goal requirements.
2. An employee is qualified to bid a Surface Crew Foreman "A" position by maintaining a position on the Foreman roster.
3. The Surface Crew Foreman "A" position will receive the Foreman "A" rate of pay of \$34.89 an hour, subject to any future wage progressions.
4. The Surface Crew Foreman "A" positions will receive a "Lock-in" rate of an additional \$2.00 per hour differential over the current Foreman "A" rate. The \$2.00 rate differential will be applied to overtime compensation but shall not be factored into the calculation of time and one half the rate.
5. In recognition of the "Lock-in" rate, employees assigned by bulletin, bid or bump to a Surface Crew Foreman "A" position shall not be permitted to bid off such position(s) for a period of twelve (12) months from the date they physically assume the duties of the position, except in cases of hardship.
6. Employees who desire to be released from the Surface Crew Foreman "A" position as a result of an unforeseen hardship shall make their request, in writing, to the Director of Labor Relations, with a copy to the General Chairman. The Director and General Chairman shall cooperate to determine if the employee shall be allowed to bid to any position, including vacancies, and shall be notified, in writing, within ten (10) days of receiving the request.
7. An employee who exercises seniority, pursuant to Rule 8 of the Collective Bargaining Agreement to displace a junior employee assigned to the Surface Crew Foreman "A"

position, shall not be permitted to bid off that position for a period of twelve (12) months, beginning from the date they physically assume the duties of that position.

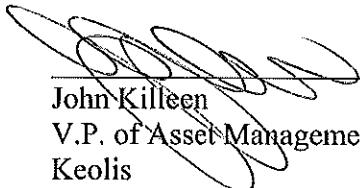
8. The Carrier reserves the right to abolish and/or post these positions as necessary, based on the needs of the service.

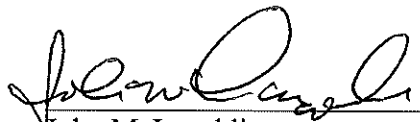
9. This Agreement will be effective upon its execution by the Carrier and the Organization.

This agreement may be automatically cancelled at any time by either party by written notification thirty (30) days in advance of any abolishment of the position.


Please indicate your concurrence with the conditions as enumerated above by signing in the spaces as provided below.

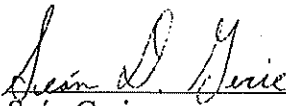
FOR THE CARRIER:

 _____ 7/28/2020
John Killeen Date
V.P. of Asset Management
Keolis

 _____ 7/28/2020
John McLaughlin Date
Senior Director of Labor Relations
Keolis

FOR THE ORGANIZATION:

 _____ 7/3/2020
Jason Graham Date
General Chairman
BMWED

 _____ 7/3/2020
Seán Gerie Date
Vice President
BMWED