April 18, 2018

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

Mr. J. Dodd, General Chairman  
Brotherhood of Maintenance of Way Employes 
Penn Federation 
421 North 7th Street, Suite 299 
Philadelphia, PA 19123

Mr. J. E. Graham, General Chairman 
Brotherhood of Maintenance of Way Employes 
Consolidated Rail System Federation 
58 Grande Lake Dr. Suite #2 
Port Clinton, OH 43452

Mr. J. E. David, General Chairman 
Brotherhood of Maintenance of Way Employes 
Affiliated System Federation 
9300 Runyan Road 
Catlettsburg, KY 41129

Dear Sirs:

This will confirm the agreement reached on April 18, 2018, between the Carrier and the Organization concerning the Carrier’s need to establish System B&B Heavy Crane Gangs to perform B&B crane duties across the Carrier’s rail network. This agreement shall be referred to as the B&B Heavy Crane Agreement.

The Carrier shall have the right to establish System B&B Heavy Crane Gangs. System B&B Heavy Crane Gangs established pursuant to this agreement shall be bulletined, assigned and, operated in accordance with the terms, conditions and benefits of the System Production Gang Agreement (as amended), except as identified below. The parties confirm that this agreement is to deal with a unique circumstance and does not alter or change the Agreement or any amendment or interpretation thereto.

1. System B&B Heavy Crane Gangs established pursuant to this agreement may have fewer than twenty (20) employees and, as a result, they shall not be subject to Section 10-Work Site Reporting of the SPG Agreement. Instead, paid time shall start and end at the carrier designated lodging site.

2. Once assigned by either bidding or bumping to a Lead and/or Apprentice Heavy Crane Operator position, employees shall not be allowed to bid off or be displaced from that position for twelve (12) months from the date physically assigned to the position.

3. Positions on System B&B Heavy Crane Gangs are exempt from the provisions of Section 2 of the System Production Gang Agreement that requires annual bulletining.

4. System B&B Heavy Crane Teams will consist of two (2) to three (3) positions as follows:

   Position:                        Pay Rate:
   1 - Lead Heavy Crane Operator   A++
   1 – Apprentice Heavy Crane Operator A+
   1 – B&B Mechanic (as needed)    Applicable System B&B Mechanic Rate
5. Lead Heavy Crane Operators must:

   a. Be afforded a maximum of ninety (90) days from date of physically occupying the Lead Heavy Crane Operator position to obtain National Commission for the Certification of Crane Operators (NCCCO) Certification.

   b. Be afforded a maximum of ninety (90) days from date of physically occupying the Lead Heavy Crane Operator position to demonstrate sufficient aptitude as a Lead Heavy Crane Operator.

      i. Lead Heavy Crane Operators that are able to successfully demonstrate sufficient aptitude as a Lead Heavy Crane Operator will be added to the Lead Heavy Crane Operator Roster, with a seniority date effective on the date they physically occupied the Lead Heavy Crane Operator position.

      ii. Lead Heavy Crane Operators that are unable to demonstrate sufficient aptitude may be disqualified in writing at any time during the qualification period. An employee who is disqualified during such ninety (90) calendar day period may, within ten (10) calendar days from the date of disqualification, request an unjust treatment hearing at which the Carrier must establish the employee failed to demonstrate sufficient aptitude and/or the employee may file a time claim or grievance in accordance with this agreement. An employee not disqualified during such ninety (90) calendar day period will be considered qualified.

6. Apprentice Heavy Crane Operators must:

   a. Be afforded a maximum of ninety (90) days from date of physically occupying the Apprentice Heavy Crane Operator position to obtain National Commission for the Certification of Crane Operators (NCCCO) Certification.

   b. Be afforded a maximum of one (1) year from date of physically occupying the Apprentice Heavy Crane Operator position to demonstrate sufficient aptitude as a Lead Heavy Crane Operator.

      i. Apprentice Heavy Crane Operators that are able to successfully demonstrate sufficient aptitude as a Apprentice Heavy Crane Operator will be added to the Apprentice Heavy Crane Operator Roster, with a seniority date effective on the date they physically occupied the Apprentice Heavy Crane Operator position.

      ii. Apprentice Heavy Crane Operators that are able to successfully demonstrate sufficient aptitude as a Lead Heavy Crane Operator will be added to the Lead Heavy Crane Operator Roster, with a seniority date effective on the date such sufficiency of aptitude is demonstrated. The Director of Bridge Construction will notify JOBtrax once the successful demonstration is completed.

      iii. Apprentice Heavy Crane Operators that are unable to successfully demonstrate sufficient aptitude as a Lead Heavy Crane Operator will be subject to disqualification. An employee who is disqualified within said one (1) year period may, within ten (10) calendar days from the date of disqualification, request an unjust treatment hearing at which the Carrier must establish the employee failed to
demonstrate sufficient aptitude and/or the employee may file a time claim or grievance in accordance with this agreement.

7. Training, Licensing and Certification

   a. The Carrier shall timely coordinate, provide and pay for all required training, as well as pay the costs of obtaining and maintaining any certification and licensing required to work as a Lead and/or Apprentice Heavy Crane Operator. Employees will be given reasonable advance notice concerning training assignments and scheduling of training sessions. All reasonable efforts will be made to prevent situations from arising where an employee commences training without sufficient rest.

   b. Employees will be paid at their respective System B&B Heavy Crane Gang position rate of pay for all classroom and on-the-job training, including necessary travel. Employees who by direction of the carrier travel outside their regular assigned hours to attend training classes will be paid at their respective assigned position’s time and one-half rate for such travel. During work weeks, which include training, employees will be compensated in accordance with Rule 11 for any hours training or worked over forty (40) hours in that work week.

   c. When transportation to the training location is not provided, employees may use their personal vehicles for transportation and will be compensated at the applicable IRS rate from their reporting point to the training location and back to their reporting point.

8. Outside Forces

   a. The System B&B Heavy Crane Gangs will assist outside forces in the performance of all work related to the preparation of the work site as well as the setup and tear down of System B&B Heavy Cranes.

   b. Outside forces will transport System B&B Heavy Cranes to and from worksites as needed. Such transportation will be limited to outside forces performing non-scope covered work.

   c. Forty-eight (48) months from the date this agreement is executed the parties shall meet and conduct a good faith discussion into whether the work performed by the outside forces as outlined in this section can be performed by Maintenance of Way forces.

9. The rate of pay for employees assigned to any System B&B Heavy Crane Operator positions shall be amended by any applicable provisions of relevant National Agreements, which follow this Agreement. The rate of pay for employees assigned to any other System positions pursuant to this agreement will be established at applicable System Production Gang rates as periodically amended by applicable provisions of relevant National Agreements thereafter.

10. The parties agree that Section 25(A) of Appendix S will be amended to add the Lead Heavy Crane Operator and Apprentice Heavy Crane Operator positions to the list of machines, which have machine-specific system machine operator rosters, and be governed by the restrictions associated therein.

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

Dennis R. Albers, General Chairman
Allied Federation

Jason E. Graham, General Chairman
Consolidated Rail System Federation

Jed Dodd, General Chairman
Pennsylvania Federation

Jack E. David, General Chairman
Affiliated Federation

Approved:

Roger D. Sanchez, Vice President
BMWED

Sincerely,

Michael S. Skipper, Director Labor Relations