

Dec 21 2006 3:42PM ROGER SANCHEZ SW VP

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From:BMW.E.SPATL

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12/18/2006 10:06 #230 P.002

DEC-18-2006 10:06

N O PUBLIC BELT R K

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MEMORANDUM OF AGREEMENT

Between

NEW ORLEANS PUBLIC BELT RAILROAD

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

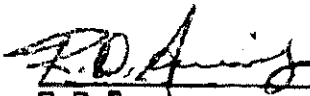
In accordance with our conference on November 10, 2006 and in an effort to encourage more Maintenance of Way Employees to acquire a Commercial Drivers License (CDL), effective November 15, 2006 the Maintenance of Way Department will hereupon provide a one-time incentive payment of \$500 for a Class "A" CDL or \$250 for a Class "B" CDL and add \$1.00 per hour to the straight time rate for any day that the employee operates a truck requiring a CDL for the following positions:


BRIDGE DEPARTMENT: Bridge Foreman, Bridgeman, Bridgeman Helper, Gardener/Utility Man, and Painter. (Bridge employees carrying the required CDL shall be assigned to operate a truck on a seniority basis).


TRACK DEPARTMENT: Section Foreman, Machine Operator, Welder. (Trackman position presently receives an additional \$1.00 per hour via the Truck Driver position).

Note: Employees already having a CDL may upgrade to a higher class and receive the one-time incentive pay.

If the above is as we discussed and you are in agreement please signify your approval by signing in the space provided below.


R. D. Sanchez
Vice President


W. R. Finch
General Chairman


A. C. Marinello, Jr.
Chief Engineering Officer

- cc: Jim Bridger, General Manager
- Dan Sponsel, Bridge Superintendent - Engineering
- cc: Mr. D. Rainey, Asst. General Chairman, BMW

Microsoft Word: sanchr/mwsm/jah bullet/jm/CDL Agreement

NEW ORLEANS PUBLIC BELT RAILROAD

Jim Bridger
General Manager
896-7410



T. F. Lobello, Jr.
Chief Operating Officer
896-7410

J. A. Morrow, Jr.
Chief Financial & Mechanical Officer
896-7430

A. C. Marinello, Jr.
Chief Engineering Officer
896-7420

April 15, 2008

Mr. Jeffrey T. Finch, General Chairman
Brotherhood of Maintenance of Way Employees
514 E. Main Street
Humble, Texas 77338

Re: Cutting Torch Pay Differential

Dear Mr. Finch:

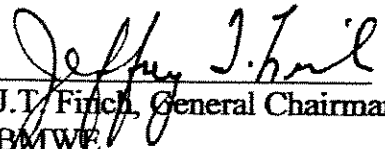
Reference our recent conference wherein we discussed the possibility of paying a differential to pre-qualified Track Department (excludes Welding Sub Department) employees when performing the duties of operating an oxygen/acetylene cutting torch in the course of a work day.

It is agreed that effective May 1, 2008, those Track Department employees assigned to perform the above task during the course of a work day shall be paid a differential of 25 cents per hour only for the day that the employee performs this task. Further, it is agreed that no compounding or pyramiding of differentials will be allowed.

Implementation of this Letter Agreement will not require rebulleting of any existing position. Employees seeking to qualify and train for work subject to a differential under this Letter Agreement will be afforded reasonable opportunity from their supervisor to do so on the job..


If you agree with the above, please indicate by signing below.

I Concur:




J.T. Finch, General Chairman
BMW

I Concur:

 4-23-08

R.D. Sanchez, Vice Pres.
BMW

Sincerely,



Anthony C. Marinello, Jr.
Chief Engineering Officer

Cc: Mr. Jim Bridger, General Manager
Mr. John Morrow, Chief Financial Officer
Mr. Robert Kollmar, Assistant Chief Engineer

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4822 Tchoupitoulas Street
(504) 896-7410

(800) 524-3421

New Orleans, Louisiana 70115-1645
Fax (504) 896-7419

BASE RATES AND JOB CODES AS OF JULY 1, 2008

MAINTENANCE OF WAY EMPLOYEES

DOES NOT INCLUDE ANY PROVISIONAL RATES

	JOB CODE	ST. TIME		OV. TIME	
Section Foreman	9070	23.59		35.39	
Mach. Oper. Backhoe	9140	22.15		33.23	
Truck Driver 100%	9400	21.23		31.85	
Trackman 90%	9501	17.98		26.97	
Trackman 95%	9502	18.98		28.47	
Trackman 100%	9500	19.98		29.97	
Welder	9180	22.26		33.39	
Welder Helper	9200	20.37		30.56	
Tamper	9080	23.34		35.01	
Asst. Tamper	9090	21.82		32.73	
Mach. Oper. Ballast Reg.	9030	22.15		33.23	
Mach. Oper. Excavator	9160	23.34		35.01	
Track Inspector	9300	24.60		36.90	
Switch Lubricator/ Maint.	9600	22.51		33.77	
Automotive Machinist	9717	24.91		36.91	

BASE RATES AND JOB CODES AS OF JULY 1, 2008

BRIDGE EMPLOYEES

DOES NOT INCLUDE ANY PROVISIONAL RATES

	JOB CODE	ST. TIME		OV. TIME	
Bridge Foreman	2400	23.59		35.39	
Bridge Foreman (Training)	2410	22.43		33.65	
Bridge Truck Driver 90%	2473	18.94		28.41	
Bridge Truck Driver 95%	2474	19.99		29.99	
Bridge Truck Driver 100%	2472	21.04		31.56	
Bridgeman	2510	22.09		33.14	
Bridgeman Helper 90%	2524	18.80		28.20	
Bridgeman Helper 95%	2528	19.85		29.78	
Bridgeman Helper 100%	2520	20.89		31.34	
Bridgeman Helper T/D 90%	2554	19.08		28.62	
Bridgeman Helper T/D 95%	2558	20.14		30.21	
Bridgeman Helper T/D 100%	2550	21.20		31.80	
Bridgeman Truck Driver T/D	2710	22.41		33.62	
Bridge Laborer 90%	2731	18.73		28.10	
Bridge Laborer 95%	2732	19.77		29.66	
Bridge Laborer 100%	2730	20.81		31.22	
Gardener / Utility Man	2740	23.59		35.39	
Gardener / Laborer	2741	20.24		30.36	
Gardener / Utility Man & Truck Driver	2750	20.75			
Painter 90%	2821	19.46		29.19	
Painter 95%	2822	20.54		30.81	
Painter 100%	2820	21.62		32.43	

MEMORANDUM OF AGREEMENT

between

NEW ORLEANS PUBLIC BELT RAILROAD

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

RECEIVED
JUL 08 2008
Public Belt Railroad
Engineering Dept.

During conference this date, we discussed the establishment of a position of Track Inspector to be covered by the Brotherhood of Maintenance of Way Employees Agreement with the New Orleans Public Belt Railroad.

It is agreed that:

Section 1. Carrier shall establish positions classified as Track Inspector on the New Orleans Public Belt Railroad.

Section 2. This position will be established in the Track Sub-department and ranked higher than a Track Foreman. The employee assigned to this position is responsible for patrolling and inspecting track and roadway as well as work incidental thereto shall be classified as a Track Inspector.

Section 3. This position will be bulletined with an attached job description and awarded as outlined with Rule 14, Bulletining of Positions, to the senior qualified applicant who bids on the position. Applicant who is awarded this position will establish a new seniority date for the position of Track Inspector and will retain all previously held seniority. In the event no employee bids on the position, it will be assigned to the senior qualified employee.

Section 4. An employee assigned as Track Inspector will continue to be covered by all rules and provisions of the current agreement as they may apply except as otherwise provided in this agreement.

Section 5. Pursuant to the provisions of Rule 33, Rates of Pay, of the current agreement effective May 1, 1981 and amended December 11, 1981, the following class, Track Inspector, with an hourly rate of pay of \$23.69, is established in the Track Sub-Department.

If the above is as discussed and you are in agreement please signify your approval by signing in the space provided below. This agreement will become effective on the date it is signed.

Jeffrey J. Finch
J. J. Finch, Gen. Chrmn.
BMW

R. D. Sanchez
R. D. Sanchez Vice Pres.
BMW

6-16-08

Date

6-24-2008

Date

A. C. Marinello
A. C. Marinello
Chief Engr.

6-16-08

Date

MEMORANDUM OF AGREEMENT

between

NEW ORLEANS PUBLIC BELT RAILROAD

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

RECEIVED
JUL 08 2008
New Orleans Public Belt Railroad
Engineering Dept.

During conference this date, we discussed the establishment of a position of Switch/Lubricator Maintainer to be covered by the Brotherhood of Maintenance of Way Employees Agreement with the New Orleans Public Belt Railroad.

It is agreed that:

Section 1. Carrier shall establish positions classified as Switch/Lubricator Maintainer on the New Orleans Public Belt Railroad.

Section 2. This position will be established in the Welding Sub-department and ranked equal as a Welder. The employee assigned to this position is responsible for properly maintaining and lubricating switches and work incidental thereto shall be classified as a Switch/Lubricator Maintainer.

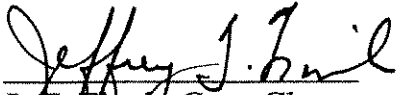
Section 3. This position will be bulletined with an attached job description and awarded as outlined with Rule 14, Bulletining of Positions, to the senior qualified applicant who bids on the position. In the event no employee bids on the position, it will be assigned to the senior qualified employee from the Welding Sub-department.

Section 4. An employee assigned as Switch/Lubricator Maintainer will continue to be covered by all rules and provisions of the current agreement as they may apply except as otherwise provided in this agreement.

Section 5. Pursuant to the provisions of Rule 33, Rates of Pay, of the current agreement effective May 1, 1981 and amended December 11, 1981,

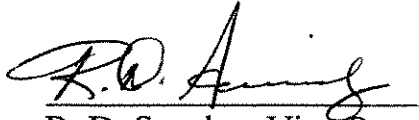
the following class, Switch/Lubricator Maintainer, with an hourly rate of pay of \$21.65 is established in the Welding Sub-Department.

If the above is as discussed and you are in agreement please signify your approval by signing in the space provided below. This agreement will become effective on the date it is signed.


J. T. Finch, Gen. Chrmn.
BMW

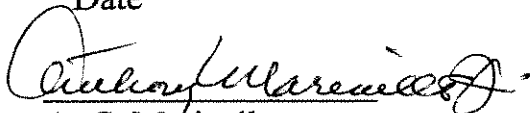
6-17-08

Date


R. D. Sanchez Vice Pres.
BMW

6-24-2008

Date


A. C. Marinello
Chief Engr.

6-16-08

Date