

2026 RSG Gang Packet



BURNOR System Federation
Burlington System Division
AT&SFF System Federation

FNBS

"PEB 250"

NEVER FORGET HOW THEY SEE US



"LABOR DOES NOT CONTRIBUTE TO PROFITS" - RAILROADS 2022

"THE CARRIERS MAINTAIN THAT CAPITAL INVESTMENT AND RISK ARE THE REASONS FOR THEIR PROFITS, NOT ANY CONTRIBUTIONS BY LABOR. THE CARRIERS FURTHER ARGUE THAT THERE IS NO CORRELATION HISTORICALLY BETWEEN HIGH PROFITS AND HIGHER COMPENSATION, EITHER IN THE FREIGHT RAIL INDUSTRY OR MORE GENERALLY. TO THE CONTRARY, ONE OF THE CARRIERS' EXPERTS MAINTAINED THAT THE MOST PROFITABLE COMPANIES ARE NOT THOSE WHOSE COMPENSATION IS THE HIGHEST. THE CARRIERS ASSERT THAT SINCE EMPLOYEES HAVE BEEN FAIRLY AND ADEQUATELY PAID FOR THEIR EFFORTS AND DO NOT SHARE IN THE DOWNSIDE RISKS IF THE OPERATIONS ARE LESS PROFITABLE, THEN THEY HAVE NO CLAIM TO SHARE IN THE UPSIDE EITHER,"

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Note: The booklet is not meant to replace or alter the language of the Agreement, and if any doubt, all should review the Agreement or speak to your respective General Chairman



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GLOSSARY OF TERMS

PRODUCTION GANG

For the purposes of this Agreement, a production gang or crew is defined as a mobile, and mechanized gang consisting of ten (10) or more employees. [9/26/99 National Agreement, Article XVI, Section 1]

Note: *-Production crews include locally based supporting BMW forces. (See Rules 26 C and 27 D) [7/29/91 Imposed Agreement]

Sickles Gangs

Sickles Gangs are heavily mechanized and mobile, continuously performing specific programmed, major repair and replacement work, utilizing a substantial number (no less than twenty) of employees.

REGIONAL AND SYSTEM-WIDE GANGS

For the purposes of this Rule, System/Region Production Gangs are heavily mechanized and mobile, continuously performing specific programmed (as is identified in Carrier's written notice), major repair and replacement work, on two or more seniority districts, utilizing a substantial number (no less than twenty) of employees. [9/26/96 National Agreement, Article XVI, Section 2]

REGIONAL AND SYSTEM-WIDE INTER-RELATED GANGS

Crews that have an actual and continuing reasonably related working interrelationship with the main production crew, throughout the term of the programmed work, and for the duration of the program, are also considered to fall within the definition as long as they are programmed for that purpose, and do perform that pre-programmed work rather than strictly "local" work. [Sickles Award, 6/15/92]

ADEQUATE OFF-HIGHWAY PARKING

Adequate 'off highway' parking site must be accessible by automobile and must be of sufficient size to accommodate all the required number of vehicles completely off the highway, and that the parking area and the access to the parking area should not subject employees' vehicles to unreasonable risks of damage due to road or parking area conditions or to theft or of loss by other means or of becoming immobilized as the result of the road or parking area surfaces. The carrier is required to ensure, within the realm of reasonableness, that vehicle is not subject to conditions that would damage the vehicle or subject the employe to personal risk. [7/29/91 Imposed Agreement, Article VIII, CIC #5]

JOB SITE WASH ROOM FACILITY

Wash room facilities sufficiently proportionate for the crew size includes tepid water, sanitary soaps [and/or solvents] and toweling adequate for the number of employees. Employees are entitled to have an opportunity, prior to their established meal period, to wash their hands before eating at the work site. [7/29/91 Imposed Agreement Article VI, CIC #10]

This glossary is intended as a reference to common terms, but is not intended to supersede contractual definition

MEAL PERIOD AGREEMENT & 11th HOUR MEAL

*Rule 27, Rule 28, Rule 29, Rule 36, Appendix HH, &
January 9, 2017, Meal Period Agreement*

Sidenote:

Rule 27

If the carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees.

Rule 29 – Before & After shift see award 39654

F. Employees required to render more than three (3) hours overtime service continuous with their regular assignment shall be accorded an additional meal period, the meal to be provided by the Carrier Subsequent meal periods, with meals provided by the carrier, shall be allowed at intervals of not more than six (6) hours computed from the end of the last meal period. [From Art. VI, Sec. 3 2/06/92 Imposed Agreement]

Rule 36. Expenses

will be reimbursed for cost of meals

Appendix HH

8. While working a 4-10 schedule, employees required to work more than one (1) hour of overtime service continuous with the regular 10-hour work day shall be accorded an additional meal period,

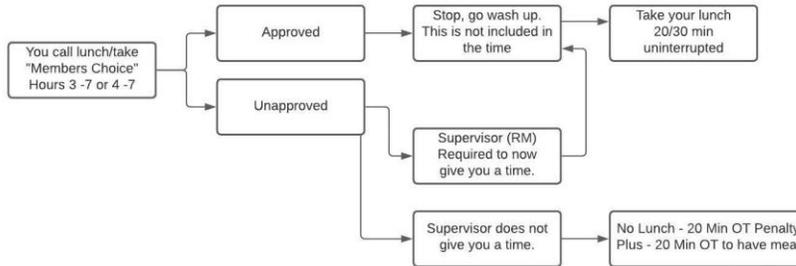
The chart is not meant to replace or alter the language of the Agreement, and if any doubt, all should review the Agreement or speak to your respective General Chairman.

MEAL PERIOD BREAKDOWN

JOB SITE WASH ROOM FACILITY - Wash room facilities sufficiently proportionate for the crew size includes tepid water, sanitary soaps [and/or solvents] and toweling adequate for the number of employees. Employees are entitled to have an opportunity, prior to their established meal period, to wash their hands before eating at the work site. [7/29/91. Imposed Agreement Article VI, CIC #10]

Lunch

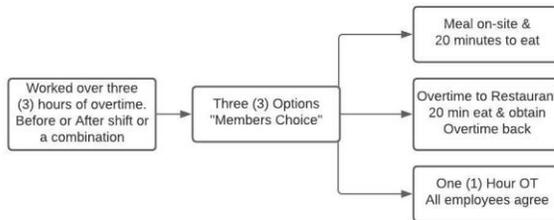
*Make sure to understand if your a 20 min lunch or 30 min lunch. Headquartered and mobiles time to take the lunch are different



*OT counts towards 11th hour - See LR Building Blocks

11th Hour Meal

*Make sure to understand employees returning to work or not returning to work



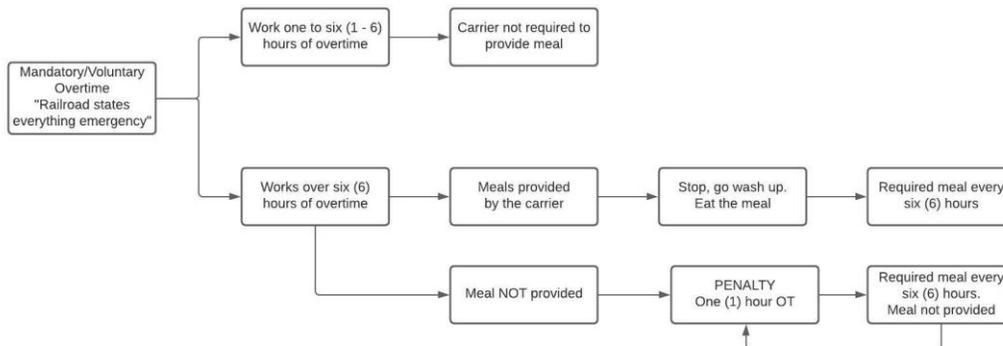
Q. Does overtime before and after shift count toward 11th hour meal?
A. Yes, this has already been decided. (Award 39654 - 2009)

Q. Does your overtime for working through your lunch count toward your 11th hour?
A. Yes it does.

Q. If the railroad says travel to training (overtime) does it count towards your 11th hour meal?
A. Yes it does.

Weekend/Overtime Meal

*This is whether a call out or mandatory/voluntary overtime work. Overtime rules do require the Company to provide meals after six (6) hours of work.



Reference
2017 Meal Period Agreement

Lunch Period
See Gillum Emails TP06
See BNSF fcm-meal-period-agmt-reminder-may 2017 PDF

11th Hour Meal
Simecka, Jason - Update 5/7/21 Email
Engineering Newsletter - Jan. 18, 2019
Mozinski June 9, 2020 email penalty counts toward 11th hour meal
See BNSF fcm-meal-period-agmt-reminder-may 2017 PDF
Reuther, Zahn F Ask LR 2/1/2019

Weekend/Overtime Meal
Osborn, Bill - Email on RSAC - Email
LR Building Blocks PDF
Anushka Feb. 19, 19 Email on additional meal periods

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WEEKEND TRAVEL ALLOWANCE (WTA) PAY-CODE 55

*Rule 38 Section II, Appendix LL,
2013-3-5 Weekend Travel Allowance Settlement Agreement
2020-02-26 Email WTA Mobile to Mobile
2025-07-03 Method of Travel*

Sidenote: Amount adjusted every February and August of each year per 2012-04-25 Addendum

Appendix LL

The date on the valid receipt must coincide with the date of the claimed weekend trip home. If the valid receipt contains bank account numbers or credit card numbers, those numbers may be blacked out so long as the remainder of the required information remains legible.

2013-03-05 WTA Settlement Agreement

When employee employees are assigned to a mobile gang that is moved from one work point to another work point over the weekend rest days, each employee assigned to mobile gang shall have the option of choosing to be paid WTA or travel time.

An employee will NOT be disqualified from receiving a weekend travel allowance as a result of being absent from work on the first day or last day of his work week. However, an employee will be disqualified from receiving weekend travel allowance for a weekend on which he misses the last day of one work week and the first work day of the new work week, unless the employee has pay (vacation, holiday, personal leave day, jury duty, or bereavement) credited to at least one of the days he was absent.

2020-02-26 Email WTA Mobile to Mobile

When an employee leaves one mobile gang to report to another mobile gang they should be treated as two one-way trips, which is what LR intended when it negotiated the 2013 WTA Agreement. I've also enclosed two emails 2017 and 2019 where LR has reiterated the correct handling.

2025-07-16 Method of Travel – Fly Home

Employees eligible for WTA benefits may qualify for WTA so long as the employee travels to his/her current residence on file with BNSF. All other eligibility requirements remain unchanged.

ASSIGNED POSITIONS OPEN POSITIONS FILLING POSITIONS

*Rule 7 Section II, Rule 19, Rule 20, Rule 21, Rule 22, Rule 54,
Rule 55 Classification, 2021-01-25, & 2025-07-03 Agreement
19A from Furlough – Travel time and Mileage*

Member Guidance – Protecting the Agreement

We need to be very clear with everyone: employees do not have the authority to “volunteer” for work that violates the Agreement. We know BMWED members are the hardest workers. Everyone wants to help the crew, get the job done, and do the right thing on the ground. That is not the issue. The problem arises when work crosses contractual boundaries. Once that happens, it is no longer about effort or intent it is about protecting the Agreement.

Just because someone says, “I was helping out,” does not relieve the Carrier of a violation. When you are on duty and performing work at the direction of supervision, you are acting as an agent of the Carrier period. That means the work is assigned, not volunteered. In fact, the Carrier’s argument backfires on them: claiming employees “chose” to do the work is a double whammy because it admits the work was performed while on duty and attempts to shift responsibility away from management, where it legally belongs.

Running equipment, performing higher-rated/lower-rated work, or working outside your classification is not a personal decision. It is a management assignment, and the responsibility rests entirely with the Carrier. That is why, when you are directed to perform work you know is outside the Agreement, the correct and protected action is to document the instruction, perform the work as directed, and ensure a claim is filed.

This should not be a big deal. This is not about punishing anyone . This is about doing what we need to do to protect the Agreement we all rely on. The Carrier clearly does not care how the job gets done just look at what they continue to allow and direct at the supervisory level. That means it is on us, collectively, to protect our work, our classifications, and our rights.

ANY VACANCY WHETHER ONE DAY OR TWO WEEKS IS TO BE FILLED WITH A 19A ON FILE WHOEVER IS MOST SENIOR & IF NOT THAT MACHINE OR JOB IS NOT TO BE DONE. THIS IS VERY SERIOUS ESPEC

Every year we have to remind some roadmasters and foreman's we are not day labors and bid on certain positions to do that job. You have an assigned position covered by Rule 55 Classification. We should be turning in claims whenever they have us doing things outside our assigned position and will make calls to local and senior management.

Rule 19A has been argued five times before, in Awards 38427, 37337, 36263, 36521, and 35815. In Award No. 38247, which was rendered in July 2007, BNSF Railway again admitted in its submission that Rule 19A is the sole Agreement provision that applies to filling of temporary vacancies

CARRIER'S STATEMENT OF FACTS

On January 25 and 26, 2001 the Section Truck Driver did not report to work on the Malta, Montana Section. The Roadmaster and Section Foreman for the Malta Section did not have any advance warning of this vacancy. There was another absence on February 2, 2001 with a little different twist, as the truck driver only worked a half-day on February 2, 2001. The very word vacancy means—unoccupied.

Rule 19A of the September 1, 1982 Collective Bargaining Agreement ("Agreement") is the sole Agreement provision that applies to the filling of temporary vacancies. The Organization argues that Rule 19A states that

Sidenote:

RULE 7 SECTION II C

C. All new positions and vacancies on each gang shall be bulletined to all of the seniority districts upon which that gang is scheduled to be worked.

D. Positions and vacancies for machine operators shall be identified by the type of machine, the seniority group and rate of pay applicable. To the extent possible, the bulletin shall identify machine numbers, so as to afford employees the opportunity to bid on particular machines. However, a subsequent need to substitute machines due to breakage, damage, and other valid reasons shall not void the bulletin or bid. [Terms and Conditions]

RULE 19. TEMPORARY VACANCIES AND VACATION RELIEF NOT BULLETINED

A. A new position or vacancy of thirty (30) calendar days or less duration, shall be considered temporary and may be filled without bulletining. If such vacancy or position of foreman or assistant foreman in the Track or B&B Sub-department is to be filled, the "eligible list" referred to in Rule 18B will be used. If such vacancy is on any other position and is filled, preference will be given to the senior qualified employee who has on file a written request to fill such vacancy.

RULE 20. POSITIONS TO BE BULLETINED

All vacancies and new positions of more than thirty (30) calendar days' duration shall be bulletined in the seniority district for the sub-departments involved.

RULE 54. TRADING POSITIONS

Employees will not be allowed to trade positions.

2021-07-03 Agreement

Vacancies filled from within a Gang

Employees who fill a vacancy on the same mobile gang (BN Rule 19, South Rule 10), on which they own a permanent position (or from which they filled a different vacancy on the mobile gang immediately prior) will receive the weekend travel allowance (WTA), rather than travel time and mileage as set forth in paragraph 3 of the January 25, 2021 Letter of Understanding when initially reporting to the vacancy and upon conclusion of the vacancy (assuming such employees meet any other eligibility requirements for WTA).

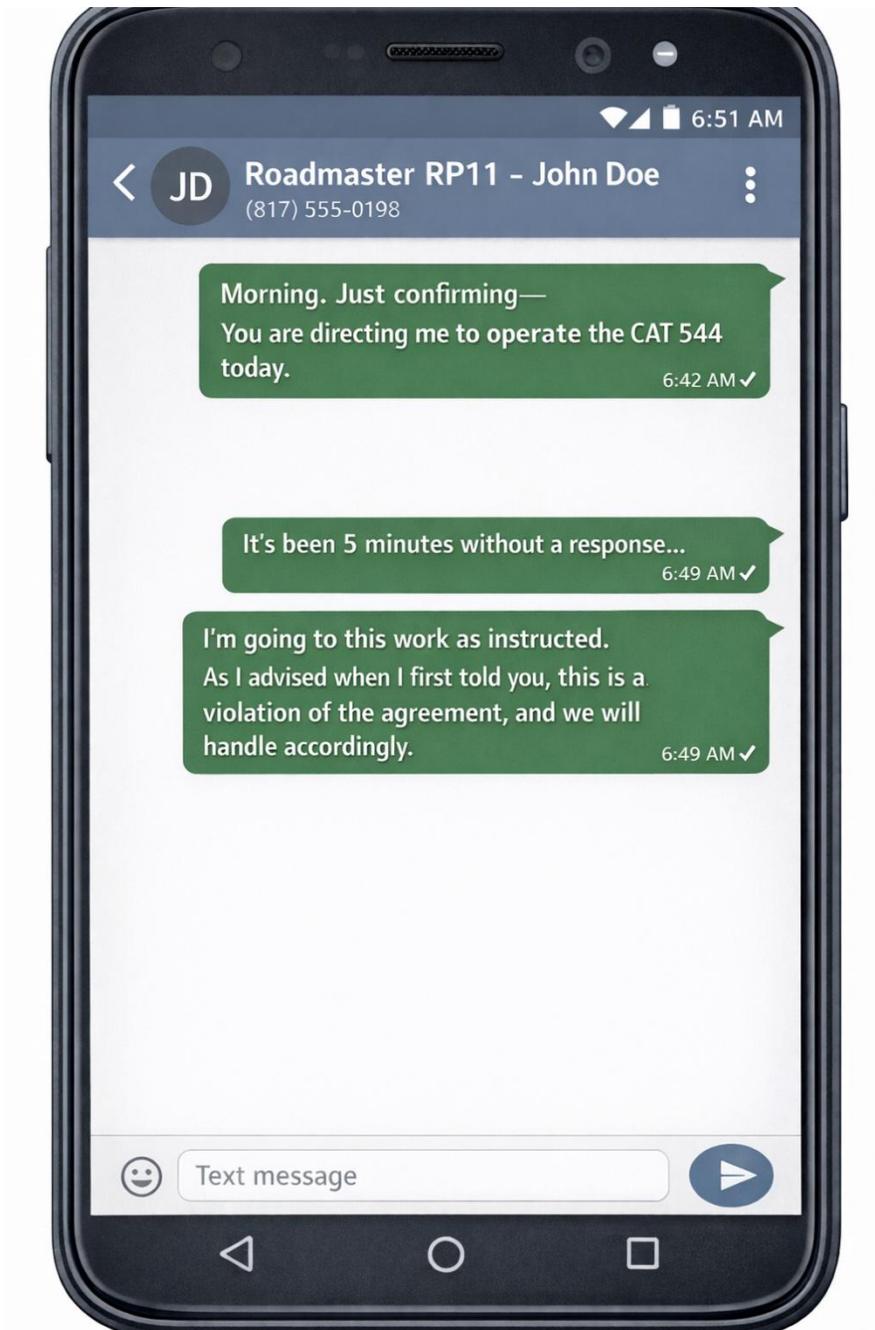
Vacancies filled from outside the Gang

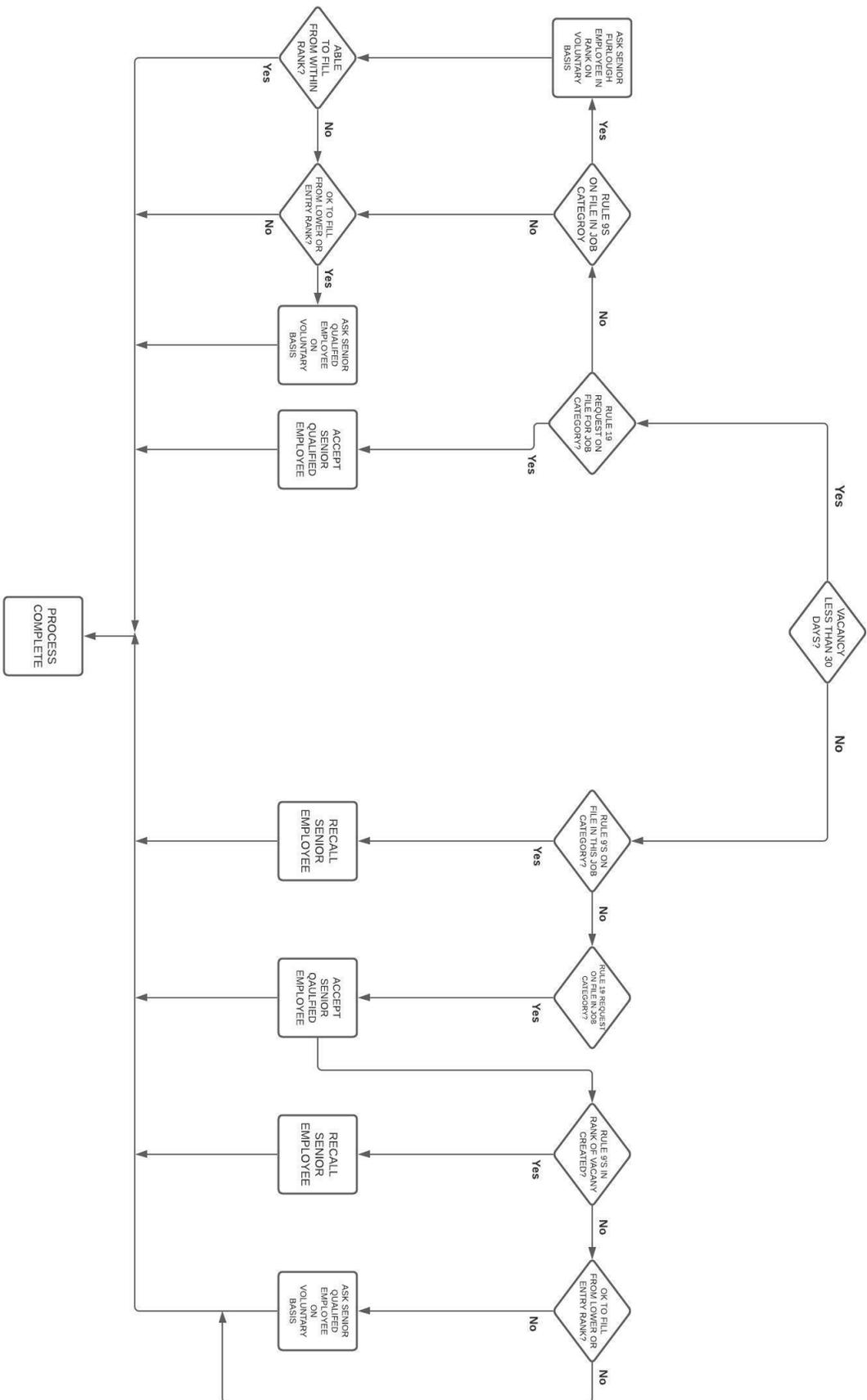
Employees who fill a vacancy on a mobile or headquartered gang (BN Rule 19, South Rule 10), and who came from a position outside the gang or from furlough status, will be subject to Paragraph 3 of the January 25, 2021 Letter of Understand between the Parties which states:

Employees covered by either the South or former BN Agreements (North) will be allowed to submit requests in writing to fill temporary vacancies (19-A North Agreement, Rule 10 South Agreement) including while in furlough or off-in-force

status. Employees assigned to fill temporary vacancies will be entitled to travel time and mileage payments, from residence or job site (whichever is actually traveled) to the temporary vacancy (under Rule 35 North and Rule 37 South) and, upon conclusion of the temporary vacancy, returning to employee's residence or employee's next position (whichever is actually traveled).

STATEMENT EXAMPLE





PER DIEM

Rule 38 & 2005-11-29 Agreement

Sidenote:

RULE 38

G. The foregoing per diem meal and lodging (if applicable) allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employe is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employe is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holiday.

2005-11-29 Agreement

Mobile employee eligible to receive Board Award 298 per diem on a seven-calendar day per week basis who take a properly approved Article VIII vacation day(s) on the first work day(s) following their rest day will not forfeit per diem for the immediately preceding rest day(s) provided all other eligibility requirement of Board Award 298 are met. This will not apply to rest days immediately following such vacation day(s)*

STARTING POINT

Rule 26, Award 40789 (BN TP08 – 2006)

Sidenote:

Rule 26 C, as the gang was a Production Gang states quite clearly:

"Paid time for production crews that work away from home shall start and end at the reporting site designated by the appropriate supervisor by the end of the previous day,..."*

The Agreement is not dependent upon '...production...'. Third Division Award 40789 interpreted the language. 'Paid time', is paid time, not working time.

If it wasn't a production gang, then Rule 26A would apply, but the result is the same, there is to be one starting, reporting, assembly point for each work day. Especially for production gangs, because, even though the Carrier must provide transportation to the site, the employee retains an option of traveling in such transportation, or personal vehicles. If a guy travels in a personal vehicle, he must be passed back to one reporting point at the end of the day, to get to his vehicle.

STARTING TIME

Rule 27

Sidenote:

D. The starting time of district mobile production gangs meeting the Sickles definition, and Regional and System production gangs* established under Article XIII of the 1991 BMW E Imposed Agreement, as amended by Article XVI of the 1996 National Agreement, will be covered by Article IX-Starting Time of the July 29, 1991 BMW E Imposed Agreement. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(1)] [Also see Appendix GG]*

The starting time shall be between 4:00 A. M. and 11:00 A. M. and shall not be changed without thirtysix hours notice, except that forty-eight hours notice shall be given for a change which is greater than four hours. Starting times shall remain in effect for at least five consecutive days. The BMW E may contest the creation of new starting times through the arbitration procedure set forth in Article XVI. If the carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employes at the work site or other place appropriate, convenient and safe to its employes. It is understood that local supporting forces and interrelated crews supporting the operation of these crews may also be covered by Article IX. [7/29/91 Imposed Agreement, Article IX, Section 1; Seniority Districts Consolidation-Related Agreement 6/10/99]

4-10'S

Rule 7 & Appendix HH

Sidenote:

3. *If a crew or gang and the Designated Engineering Officer agree to work 4-10s, this schedule must be maintained for not less than one (1) week, and will thereafter be maintained in one (1) week increments. Change from a "4-10s" schedule returning to the regular bulletined "5-8s" schedule will require a full seven (7) calendar days' written notice of such change. If a majority of the employees assigned to the gang desire to return to the regular "5-8s" schedule, alike seven (7) calendar days' notice will be afforded the Designated Engineering Officers.*

4. *Rest days shall be consecutive. For crews working 4-10s, they will be either Friday, Saturday and Sunday, or Saturday, Sunday and Monday. Production gangs, properly assigned pursuant to Article X of the Imposed Agreement effective July 29, 1991, with either Saturday or Sunday as an assigned work day may work the 4-10s schedule so long as the work days are consecutive and are entirely within the regularly bulletined work days.*

8 ON 6 OFF

Rule 7 & Appendix HH

Backstory the carrier wanted us to agree to this with out a vote. In 2022 TP03, voted on the is was voted down with only five (5) members for it.

Sidenote:

N. Accumulation of rest days arrangements, other than five 8-hour days or four 10-hour days, are permitted on Region/System gangs subject to the following:

(1). Notice to the General Chairmen and, if requested by the General Chairmen, supervision of the vote of employees by the General Chairmen or designated representative.

(2). Approval by 2/3 of the employees on the gang.

(3). A change from other than a 4-10 accumulation of rest days arrangement will require a full 14 calendar day written notice of such desired change by either the designated engineering officer or 2/3 of the employees on the gang. After such notice period, the change shall be made effective no sooner than the expiration of the 14-day notice period and no later than the end of the rest day/work day cycle next occurring after the expiration of the notice period.

(4). The August 1, 1996, BN "4-10" Agreement (Appendix HH) will also apply to an RS gang working an accumulation of rest day arrangement, with the terms adjusted so as to be compatible with the work day/rest day arrangement agreed to by the employees and the supervisor.

(5). The 1996 National Agreement Article XIV, Section 2, issues are resolved in accordance with the answer to National Agreement Question 6. [11/15/96 Agreement]

SPLITTING RSG GANG'S

Rule 2, Rule 6, Rule 7, & Rule 26

Sidenote:

Claim from 2015 on DS03 when they split up the crew working with CG04. Analysis of the award came out October of 2021.

The Organization has correctly pointed out that the provisions negotiated between the parties envision a single location from which the gang operates. Rule 26(B) refers to “the reporting site” in the single tense. This is an express contract term articulating the intent of the parties. Had they anticipated multiple contemporaneous locations, they would have referenced plural locations. They did not. Instead, Rule 26(B) very plainly refers to a single location.

The Carrier shall cease and desist from splitting regional system gangs into multiple locations.

GANG BONUS

Appendix CC

Sidenote:

“bonus paid to employees working on a Regional or System-wide Production Gang (RS Gang) who do not voluntarily leave the RS Gang for a period of at least six (6) months.”

“bonus upon completion of six (6) continuous months of service on a particular single RS Gang computed from the first day the employee reports to work on that RS Gang. The parties agree that employees assigned to an RS Gang later in the year who do not complete six (6) continuous months of service on that RS Gang or employees who voluntarily leave the RS Gang prior to completing six (6) continuous months of service on that RS Gang will not be eligible for the Article XVI, Section 4 bonus”.

MIDWEEK MILEAGE

Dec. 2, 2022, Imposed National Agreement

*Sidenote:
Entitled to mileage.*

4. Midweek (Mileage)

For mid-week mobilizations, an employee using their personal vehicle for transportation from one work point to another shall be reimbursed for such use of their automobile on a mileage basis using the most direct highway route at then current IRS rate. Employees will not be reimbursed for mileage for transportation from the carrier provided lodging to a worksite and back to that lodging when the carrier provides transportation between that lodging and the work site.

VAN DRIVER

Van Driver Assignment – Seniority Controls

When a van driver is required, the assignment must go to the most senior employee on the crew, regardless of classification or position. Seniority governs this work always. Rule 2 makes clear that seniority is the controlling principle, and any deviation from that standard is a violation of the Agreement.

At startup, the most senior employee present is entitled to perform the van driver duties. If, at any point during the assignment, a more senior employee bids into or joins the crew, that employee is immediately entitled to assume the van driver role if he desires. This applies in all cases, including Rule 19-A assignments. Seniority does not pause, suspend, or become optional simply because the work is temporary or mid-assignment.

If management fails to assign the van driver duties to the most senior employee, claims will be filed. Where necessary, claims may be filed on behalf of both: the most senior employee entitled to the work, and the most senior section employee affected by the improper assignment as to show the award was misplaced.

Van drivers work carries a substantial amount of overtime, making strict adherence to seniority even more critical. Allowing assignments to be made in any other manner undermines the Agreement, erodes seniority rights, and exposes the Carrier to liability.

Bottom line: we all ride in the van, and seniority reigns supreme. Any other approach violates the Agreement and will be handled accordingly.

RULE 61

ELIMINATED

November 30, 2022, Amendment to 1/25/21 Agreement

Sidenote:

While the parties are free to engage in such discussions, this requirement is no longer a prerequisite to the implementation of Paragraph 1 of the Agreement which eliminates Rule 61 from the 9/1/1982 BN Agreement.

ELIMINATED LANGUAGE

RULE 61. MAKING REPORTS

A. Except as otherwise provided in this rule, on positions the duties and/or responsibilities of which require service in excess of the assigned working hours of the general force, the preparation of time returns, material and other reports, etc., are part of the duties and responsibilities of such positions, compensation for which is comprehended in the rate established for such positions.

B. Foremen in the Track, Bridge and Building and Welding Sub-departments having crews of more than five (5) men working under their jurisdiction during a particular month or portion thereof, who are required to keep time, make material and other reports outside of the assigned working hours of the general force, will be allowed four (4) hours in such month at pro rata rate as compensation therefor. This allowance will not be made where timekeepers or assistant foremen are employed, or where foremen have crews of less than six (6) men.

ELIMINATED LANGUAGE