Agreement  
Between  
CSX Transportation, Inc.,  
and its employees represented by  
the Brotherhood of Maintenance of Way Employees Division  

Whereas, the Arbitrated Agreement between CSX Transportation, Inc., and the Brotherhood of Maintenance of Way Employees, otherwise referred to as "Appendix S" of the June 1, 1999 System Agreement, provides parameters for the establishment of a system gang to consist of no fewer than twenty employees; and,

Whereas, the parties understand that there are significant costs and safety concerns associated with the operation of certain machines;

Whereas, the parties understand this equipment can be utilized and operated more efficiently on a zone or system-wide basis;

Whereas, zone or system-wide operation of these machines does not fit the manpower threshold provided within Appendix “S”, as amended;

Therefore, it is hereby agreed, in addition to its existing right to establish District Floating or SLWT Gangs to include the operation of the machines listed below, the Carrier shall have the right to establish System or Zone Gangs for the purpose of operating these under the following conditions:

Section 1

(A) When System Gangs are established pursuant to this agreement, they shall be bulletined, assigned and operated in accordance with the terms, conditions and benefits of the System Production Gang Agreement (as amended), except that System Gangs established pursuant to this agreement may have fewer than twenty (20) employees (but not less than the number specified for each type of gang) 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.

(B) The types of machines, and structure of the System Gangs will be as follows:

1) Locomotive Crane – minimum of two Class A operators

2) Crawler Crane (60 ton & greater) – minimum of two Class A operators
3) High Speed Ditcher – a sufficient number of trackman, foreman, assistant foreman, or Class A machine operators to fully staff and utilize the machine.¹

4) Shoulder Ballast Cleaner – a sufficient number of trackman, foreman, assistant foreman, or Class A machine operators to fully staff and utilize the machine.¹

5) High Speed Material Handling Machine² – a sufficient number of trackman, foreman, assistant foreman, or Class A machine operators to fully staff and utilize the machine.¹

6) Yard Cleaner – One Class A operator

Section 2

(A) When Zone Gangs are established pursuant to this agreement for the operation of the following types of equipment, they will be bulletin ed, assigned and operated in accordance with the provisions of this agreement.

(B) The types of machines, and structure of the Zone Gangs will be as follows:

1) Tie-Unloader – one Class A operator

2) Brandt Truck – minimum of two Class A operators

3) Locomotive Crane – minimum of two Class A operators

4) Crawler Crane (60 ton & greater) – minimum of two Class A operators

5) High Speed Ditcher – a sufficient number of trackman, foreman, assistant foreman, or Class A machine operators to fully staff and utilize the machine.¹

6) Shoulder Ballast Cleaner – a sufficient number of trackman, foreman, assistant foreman, or Class A machine operators to fully staff and utilize the machine.¹

¹ Prior to placing a particular model of machine in service, CSXT and BMEWD will confer in good faith to determine the number and classification of employee to be assigned thereto. In the event no agreement is reached, CSXT may place the machine in service and the issue may be handled under the Claim and Grievance process.

² The term “High Speed Material Handling Machine” refers to the Herzog Multipurpose Machine (MPM) or similar material handling equipment that may be placed in service after the date of this agreement.
7) High Speed Material Handling Machine\(^3\) – a sufficient number of trackman, foreman, assistant foreman, or Class A machine operators to fully staff and utilize the machine.\(^1\)

(C) A Zone shall be a territory consisting of up to three (3) contiguous SLWT’s (as SLWT’s existed on August 23, 2007) that are grouped together to create a single work territory for an annual work season of not more than one calendar year. The Carrier may use the same Zones from year to year or redefine the Zones each year. “Contiguous” means that an SLWT touches one of the other SLWT’s which comprise the Zone.

(D) Zone Gangs established pursuant to this agreement shall be floating gangs that are bulletined, assigned and operated in accordance with the terms, conditions and benefits of the June 1, 1999 Agreement, except that employees assigned to Zone Gangs 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. In addition, employees assigned to Zone Gangs established pursuant to this agreement shall be allowed the following benefits as set forth in the SPG Agreement (as updated from time to time):

1) Weekly travel allowance as set forth in Section 11 – Travel Allowance; and

2) Annual lump sum payments as set forth in Section 18.A.2.

(E) Positions on Zone Gangs established pursuant to this agreement may be bulletined system-wide and will be awarded in the following order:

1) To the senior applicant holding seniority in the classification bulletined who has seniority in the classification on an SLWT bid/bump list for one of the SLWT’s combined to form the zone in question for that work season.

2) To the senior applicant holding seniority in the classificationbulletined, but who does not hold seniority on an SLWT seniority list for one of the SLWT’s combined to form the zone in question for that work season.

3) To the senior applicant holding seniority in lower successive classes on the applicable seniority roster following the principles in Paragraphs E (1) and (2) above successively.

4) To the applicant with the earliest established MofW seniority date following the principles in Paragraphs E (1) and (2) above successively.

\(^3\) The term “High Speed Material Handling Machine” refers to the Herzog Multipurpose Machine (MPM) or similar material handling equipment that may be placed in service after the date of this agreement.
Section 3

The rate of pay for employees assigned to any System Machine Operator positions pursuant to this agreement will be established at applicable System Production Gang Machine Operator A+ rates as periodically amended by applicable provisions of relevant National Agreements thereafter. 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. The rate of pay for employees assigned to any Zone positions pursuant to this agreement will be established at applicable SLWT rates as periodically amended by applicable provisions of relevant National Agreements thereafter.

Section 4

The parties agree that Section 25 of Appendix S will be amended to add the machines listed in Section 2 B above to the list of machines which have machine-specific system machine operator rosters, and be governed by the restrictions associated therein.

FOR THE ORGANIZATION:

Dennis R. Albers, General Chairman
Dale E. Bogart, Jr., General Chairman
Jed Dodd, General Chairman

FOR THE CARRIER:

Robert A. Paszta, Director Labor Relations

J. E. David, General Chairman
Thomas J. Nemeth, General Chairman

R. D. Sanchez, Vice President
July 17, 2014

Gentlemen:

This is in reference to our recent discussions concerning the recently created System Machine Operator Agreement.

We agreed that in order to begin working these teams as soon as possible, the Carrier will be permitted to advertise these teams in 2014, and work the teams through the end of 2014. In addition, the employees who bid on these positions will be allowed to bid on these positions without regard to any current 12-month departmental bid and hold; however, will be subject to a new 12-month bid and hold, if applicable, from the date they are assigned to the position.

Finally, for any positions advertised in 2014, the Carrier will only be required to post the bulletins at each headquarters and on myJOBtrax, and will not be required to send a copy of the bulletin or award to the home of each employee.

Sincerely,

Agreed:

[Signatures]

Robert Paszta, Director Labor Relations

Jed Dodd, General Chairman

D. R. Albers, General Chairman

T. J. Nemeth, General Chairman

Dale E. Bogart, Jr., General Chairman

APPROVED:

R. D. Sanchez, Vice President
This is to confirm our discussions concerning Paragraph C of the Seniority section in the February 29, 2012 Agreement which provides as follows:

C. Seniority shall control in the assignment of all positions and displacements without regard to prior qualification except that employees who have not been previously qualified shall not be permitted to displace on the machines identified in lines 1-5 of memorandum of Agreement 6018-12 CSXT, i.e. the Dyna CATs, CAT 2X, CAT 09s, Rubber Tired Cranes (such as Grove/Gallion/Pettibone), Tie Inserters and Removers (such as TKOs/TRIPP/TR10s) and Combination Cribber/Adzers. While employees who have not previously qualified on these machines will not be permitted to displace (bump) on these machines, they will be entitled to bid to position on these machines and establish qualifications.
In order to avoid disputes over the application of Paragraph C to Specialized Machine Operator positions on SLWT and Seniority District gangs, the parties agreed that the restrictions on displacing (bumping) on to the Specialized Machines listed in Paragraph C applies only to machines that were bulletined as System or Zone.

Sincerely,

Robert Paszta, Director Labor Relations

Jed Dodd, General Chairman

J. E. David, General Chairman

Agreed:

Dennis R. Albers, General Chairman

T. J. Nemeth, General Chairman

Dale E. Bogart, Jr., General Chairman

APPROVED:

R. D. Sanchez, Vice President