

MEMORANDUM OF
AGREEMENT BETWEEN
CSX TRANSPORTATION, INC.

AND

THE BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

WHEREAS, the Scope Rule of the CSXT/BMWED June 1, 1999 Agreement states that all work in connection with the construction, maintenance, repair, inspection or dismantling of bridges used in the operation of the carrier in the performance of common carrier service on property owned by the carrier is reserved to BMWED members; and

WHEREAS, the parties have had ongoing disputes over the applicability of vehicular bridges to the Scope Rule; and

WHEREAS, the Scope Rule of the CSXT/BMWED June 1, 1999 Agreement states that certain work in connection with the construction, maintenance, repair, inspection or dismantling of concrete and masonry components used in the operation of the carrier in the performance of common carrier service on property owned by the carrier is reserved to BMWED members; and

WHEREAS, the parties desire to settle existing claims and minimize future disputes over the interpretation and application of the Scope Rule with respect to concrete work and vehicular bridges;

IT IS THEREFORE AGREED THAT EFFECTIVE WITH THE DATE OF THIS AGREEMENT THE FOLLOWING WILL APPLY:

Section 1 – Vehicular Bridges

- A. The Carrier, at its discretion, may use BMWED-represented employees or may contract out all work related to the construction, maintenance, repair, inspection, or dismantling of vehicular bridges¹ that are owned or have historically been maintained by an outside party. If the Carrier elects to use BMWED-represented forces to

¹ A vehicular bridge shall be defined as a bridge with the sole purpose of carrying vehicular or pedestrian traffic, and excludes any bridges carrying railroad tracks.

perform this work, the assignment of such work will not be used to establish a practice or require the Carrier to use BMWED-represented forces for work on that particular bridge in the future.

- B. The Carrier, at its discretion, may use BMWED-represented employees or may contract out all work related to the construction, maintenance, repair, inspection, or dismantling of vehicular bridges that are owned by the Carrier and have historically been maintained by BMWED-represented forces if the following conditions are satisfied:
1. The Carrier should use reasonable efforts to use BMWED-represented employees to perform the work described in paragraph B, meaning; the Carrier shall not contract for any work described in paragraph B if there are furloughed employees on that particular SLWT. Instead, all BMWED represented employees who hold seniority on that SLWT shall be given the opportunity to remain in active service or return to active service from furlough during the time the contractors are working on that SLWT, unless CSXT offers voluntary furloughs and an employee chooses to accept furlough.
 2. If the Carrier plans to contract out work pursuant to paragraph B, the Carrier shall provide informational notice to the General Chairman involved, in writing, not less than 15 days in advance of the date of the contract transaction and shall meet with the General Chairman upon request to discuss the matter.
- * Note: This notice requirement does not apply to work done at the instigation, for the benefit, and at the expense of an outside party.

Section 2 – Structural Concrete

- A. Upon the effective date of this Agreement, the Scope of the June 1, 1999 Agreement as well as the provisions of CSX Transportation Labor Agreement No. 12-006-09 (MOA 2), and any other Agreements are amended to the extent that the Carrier, at its discretion, may use BMWED-represented employees or may contract out construction, maintenance, inspection, repair, demolition, and any other type of work on structural concrete in connection with Locomotive Repair/Service Pits and Wheel Truing Machines.
- B. Structural Concrete, for the purposes of this agreement, shall be defined as all concrete track structure in locomotive pit areas that holds rail for the locomotive to rest on while being serviced or repaired, all concrete in the locomotive pit area (walls, floor, etc. of the pit area), all structural and foundation concrete associated with wheel truing machinery, and any additional structural concrete work necessary when replacing an existing pit. Non-structural concrete work, such as aprons and platform work not directly tied to the pit replacement, will be performed by

BMWED-represented employees.

- C. If the Carrier elects to use BMWED-represented forces to perform this work, the assignment of such work will not be used to establish a practice or require the Carrier to use BMWED-represented forces for work at that particular location in the future.
- D. If the Carrier plans to contract out work pursuant to this provision, the Carrier shall not be required to provide notice to the BMWED.

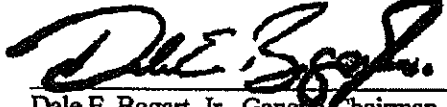
Section 3 – Effect Of This Agreement

- A. This Agreement shall be considered a special agreement as to the terms and conditions specifically addressed herein and shall amend the June 1, 1999 Agreement (as previously amended) as to those terms and conditions. All terms and conditions not specifically addressed herein shall continue to be controlled by the June 1, 1999 Agreement (as previously amended). This Agreement will remain in effect until modified in accordance with the requirements of the June 1, 1999 Agreement and Railway Labor Act, as amended.
- B. This Agreement is effective the 5th day of September 2014.

FOR THE ORGANIZATION:



Dennis R. Albers, General Chairman



Dale E. Bogart, Jr., General Chairman



Jed Dodd, General Chairman



Jack E. David, General Chairman



Edward W. Long, General Chairman

AGREED:



R. D. Sanchez, Vice President

FOR THE CARRIER:



Rob Miller, Director Labor Relations