

MEMORANDUM OF  
AGREEMENT BETWEEN  
CSX TRANSPORTATION, INC.

AND

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

WHEREAS, Sections 2 and 3 of CSXT Labor Agreement 12-006-09 effective September 1, 2009 provides that CSXT may contract out certain building construction and major renovation work; and

WHEREAS, CSXT has the existing right to establish District Floating or SLWT B&B Gangs to perform building construction and renovation work; and

WHEREAS, CSXT believes that certain efficiencies could be realized by performing building construction and renovation work with System or Zone Gangs and that the establishment of such gangs may create the opportunity for BMWED-represented forces to perform the type of building construction and major renovation work that CSXT may currently contract out; and

WHEREAS, BMWED wants to ensure that the establishment of Zone or System Building Gangs will not result in the reduction of the 78 B&B Department facility maintenance positions that currently exist:

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

**Section 1 – System Or Zone Building Gangs**

- A. In addition to its existing right to establish District Floating or SLWT Gangs to perform building renovation and construction work, the Carrier shall have the right to establish System or Zone Building Gangs as follows:
  - 1. System or Zone Building Gangs shall be limited to performing the building work identified in Section 2 – New Building Construction, Section 3 – Building Maintenance, Repair and Remodeling and Section 4 – Building Demolition of CSXT Labor Agreement 12-006-09 effective September 1, 2009 (aka the “B&B MofA”).

2. The hourly rates of pay for positions on a System or Zone Building Gang shall be as follows, subject to all future rate adjustments:

Building Foreman - \$28.78  
Building Assistant Foreman - \$28.20  
Building Mechanic - \$27.57

- B. 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.

1. System Building 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 that System Building Gangs may have fewer than twenty (20) employees (but not less than 4 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. Zone Building 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 Building Gangs 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.
3. Positions on Zone Building Gangs may be bulletined system-wide and will be awarded in the following order:
  - a. 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.
  - b. To the senior applicant holding seniority in the classification bulletined, 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.
  - c. To the senior applicant holding seniority in lower successive classes on

the applicable seniority roster following the principles in Paragraphs 3 (a) and (b) above successively.

- d. To the applicant with the earliest established MofW seniority date following the principles in Paragraphs 3(a) and (b) above successively.
4. Employees who obtain a position a Zone or System Building Gang by: (1) application and assignment to a bulletined position on a System or Zone Building Gang; or (2) being hired into a Zone or System Building Gang, shall not be permitted to bid off such positions during the annual calendar year in which they are assigned to the positions except in cases of hardship. Employees who desire to be released from a Zone or System Building Gang as a result of hardship that arises during the annual work season shall make their request, in writing, to the Director of Labor Relations, with a copy to the employee's General Chairman. The Director and the General Chairman shall cooperate to determine if the employee shall be allowed to bid off the gang to another position and shall so notify him, in writing, within ten (10) days of receiving his request.
5. An employee who exercises seniority pursuant to Rule 4, Section 2 of the June 1, 1999 Agreement to displace an employee assigned to a System or Zone Building Gang with less seniority during the annual calendar year restricted period established in Paragraph 4 above, shall not be permitted to bid off that position for the remainder of the annual work season.

## **Section 2 – Preservation Of B&B Department Positions**

- A. Preservation Of Headquartered, Floating District And SLWT Positions - On the date of execution of this Agreement, employees who hold seniority in the B&B Department and who, under the provisions of the Railroad Retirement Act are within ten (10) years of legal retirement age and who remain on a headquartered, district floating or Service Lane Work Team (SLWT) position subsequent to the execution of this Agreement, shall not be required to bid or bump to positions on Zone or System Building Gangs in order to maintain their benefits under the Mediation Agreement dated February 7, 1965, as amended. However, an employee entitled to the benefits of this Paragraph who, either by bid or displacement, is assigned to a position in a Zone or System Building Gang will forfeit the benefits of this Paragraph.

*Example 1 - An employee, referenced above, who is assigned to a district headquartered, district floating or SLWT position as of the effective date of this Agreement will not be*

*required to displace or bid to a Zone or System Building Gang in order to be entitled to their Feb 7 benefit.*

*Example 2 - An employee, referenced above, who is assigned to a district headquartered, district floating or SLWT position as of the effective date of this Agreement who bids or displaces to a Zone or System Building Gang will no longer be afforded protection of this Section 2.*

- B. New Positions – Positions established on System and Zone Building Gangs shall be new positions above and beyond the 78 B&B Department facility maintenance positions that exist on the date of this agreement. Any positions vacated as a result of employee bidding on and being assigned to System or Zone Building Gangs shall be advertised and assigned pursuant to the terms of the applicable agreement (June 1, 1999, SPG, etc.). None of the 78 B&B Department facility maintenance positions that currently exist shall be eliminated during the time any System or Zone Building Gang is in existence and no new System or Zone Building Gang shall be established if there are less than the current 78 B&B Department facility maintenance positions that currently exist.

### **Section 3 – Cancellation Of This Agreement**

- A. The Vice President of BMWED may cancel this Agreement as provided in this Section.
- B. Upon written request from the Vice President of BMWED to the CSXT Vice President of Engineering, CSXT shall provide not less than once each calendar year sufficient hiring and manpower data necessary to determine if CSXT is performing its obligations in Section 2.B.
- C. If the Vice President of BMWED believes that CSXT has failed to provide sufficient hiring or manpower data to determine if CSXT is performing its obligations in Section 2.B. or that CSXT has failed to perform its obligations pursuant to Section 2.B., the BMWED Vice President may send the Vice President of Engineering a Cancellation Notice (certified mail, return receipt requested). In the Cancellation Notice, the BMWED Vice President shall identify the basis for his determination and establish a Cancellation Date. The Cancellation Date will be no sooner than 90 days after the date of the Cancellation Notice and shall not be before January 1, 2015. The BMWED Vice President and Vice President of Engineering shall meet within 30 days from the date of the Cancellation Notice to attempt to resolve this matter.
- D. Absent a mutually agreeable resolution, this Memorandum of Agreement will terminate on the Cancellation Date specified in the Cancellation Notice.

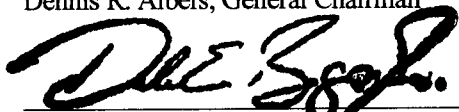
**Section 4 – Effect Of This Agreement**

- 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). Absent cancellation pursuant to Section 3 above, 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 3rd day of October 2013.

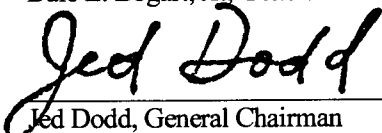
FOR THE ORGANIZATION:



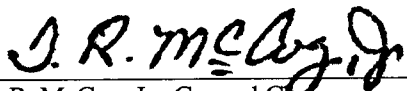
Dennis R. Albers, General Chairman



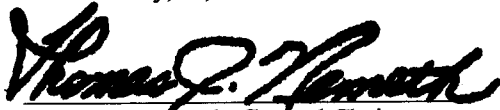
Dale E. Bogart, Jr., General Chairman



Jed Dodd, General Chairman



T. R. McCoy, Jr., General Chairman



Thomas J. Nemeth, General Chairman

FOR THE CARRIER:



Robert A. Paszta, Director Labor Relations

AGREED:



J.R. Cook, Vice President