



**Consolidated Rail System Federation
Brotherhood of Maintenance of Way Employees Division
International Brotherhood of Teamsters**

Thomas J. Nemeth, General Chairman
58 Grande Lake Drive, Ste #2
Port Clinton, OH 43452-1450
Phone: 419-734-9811 Fax: 419-734-7267
www.crsfbmwed.org

April 9, 2014

Dear Brothers and Sisters:

Enclosed for your records is a copy of the recent Agreement with CSX which permits the Carrier to utilize a heavily mechanized track construction gang of ten or more employees limited to performing work of constructing new siding, new yard or industrial tracks, new main line track including the addition of parallel mainline track, the extension of existing tracks, line changes (i.e. shifting existing track) installation of switches and crossovers, welding, track replacement, track removal and all associated track rehabilitation work.

This letter is to inform everyone currently working in a track or welding department lock and hold, that you will be permitted to submit a bid on this gang during the initial establishment in 2014 only.

I believe the creation of this gang will create a work opportunity for all members as this gang will be in addition to the forces that are currently on the property. BMWED's goal is to ensure that the establishment of this gang will not infringe on the work of current Fixed Headquarters, District Floating or SLWT Track and Welding positions.

Sincerely and fraternally yours,

Thomas J. Nemeth
General Chairman CRSF

c: E Long, First Vice Chairman
J Graham, Secretary-Treasurer
M Flowers, Assistant General Chairman
J Dewe, Assistant General Chairman

MEMORANDUM OF
AGREEMENT BETWEEN
CSX TRANSPORTATION, INC.

AND

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

WHEREAS, Section 6 of CSXT Labor Agreement 05-09-07 dated May 23, 2007 provides that CSXT may contract out new track construction projects over 3/4 of a continuous mile in length; and

WHEREAS, CSXT Labor Agreement 05-09-07 dated May 23, 2007 provides CSXT the ability to establish Zone New Track Construction and Welding Gangs; and

WHEREAS, CSXT has the existing right to establish Fixed Headquarters, District Floating or SLWT Track Gangs to perform welding, new track construction, track replacement, track removal, switch installation, track alignment work, and track rehabilitation work; and

WHEREAS, CSXT believes there are efficiencies in creating specialized Zone Gangs to perform welding, new track construction, track replacement, switch installation, track alignment work, and associated track rehabilitation work; and that the establishment of such gangs may create the opportunity for BMWED-represented forces to perform new track construction projects over 3/4 of a continuous mile in length; and

WHEREAS, BMWED wants to ensure that the establishment of such Zone Gangs will not infringe on the work of current Fixed Headquarters, District Floating or SLWT Track and Welding positions; and

WHEREAS, the Parties would like to establish teams in 2014, on a trial basis, prior to full implementation of this Agreement:

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

Section 1 – Zone Composite Track Construction Gangs

A. In 2014, in addition to its existing right to establish Fixed Headquarters, District Floating or SLWT Gangs to perform certain track work, the Carrier shall have the right to establish Zone Composite Track Construction Gangs in one (1) Zone (Albany-Baltimore-Great Lakes) as follows:

1. Zone Composite Track Construction Gangs shall be limited to performing the work of constructing new sidings, new yard or industrial tracks, new mainline track including the addition of parallel mainline track, the extension of existing tracks, line changes (i.e. shifting existing track), the installation of switches and crossovers, welding, track replacement, track removal, and associated track rehabilitation work¹.

[*Note – the construction of “new” track includes constructing a track in place of a pre-existing track that has been removed.]

2. Zone Composite Track Construction Gangs shall be heavily mechanized gangs consisting of no fewer than ten (10) employees that shall work as a single unit except when the gang is finishing one project and starting another, in which case, part of the gang may start on a new project at a new location while the remainder of the gang finishes the prior project at the prior location.

B. Beginning in 2015, in addition to its existing right to establish Fixed Headquarters, District Floating or SLWT Gangs to perform certain track work, the Carrier shall have the right to establish Zone Composite Track Construction Gangs as follows:

1. Zone Composite Track Construction Gangs shall be limited to performing the work of constructing new sidings, new yard or industrial tracks, new mainline track including the addition of parallel mainline track, the extension of existing tracks, line changes (i.e. shifting existing track), the installation of switches and crossovers, welding, track replacement, track removal, and associated track rehabilitation work¹.

[*Note – the construction of “new” track includes constructing a track in place of a pre-existing track that has been removed.]

¹ Any rehabilitation work performed by these gangs shall be in conjunction with a track construction, track shifting, or track replacement project.

2. Zone Composite Track Construction Gangs shall be heavily mechanized gangs consisting of no fewer than ten (10) employees that shall work as a single unit except when the gang is finishing one project and starting another, in which case, part of the gang may start on a new project at a new location while the remainder of the gang finishes the prior project at the prior location.
- 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.
1. Zone Composite Track Construction 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 Composite Track Construction Gangs shall be allowed the following benefits as set forth in the SPG Agreement (as updated from time to time): (1) SPG rates of pay as set forth in Section 13 – Rates of Pay on SPG's; (2) weekly travel allowance as set forth in Section 11 – Travel Allowance; and (3) annual lump sum payments as set forth in Section 18.A.2.
 2. Positions on Zone Composite Track Construction 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.
- D. Employees who obtain a position on a Zone Composite Track Construction Gang by:

(1) application and assignment to a bulletined position; (2) an exercise of seniority; or (3) being hired into a Zone Composite Track Construction Gang; shall not be permitted to bid off such positions for a period of six (6) months from the date they physically assumed the duties of the position.

- E. In mutual recognition that positions created during the initial implementation of this agreement will be new positions, all employees are entitled to bid on and be assigned to these positions regardless of current lock and hold in the Track or Welding Department for 2014.

Section 2 – Preservation Of Track and Welding Department Positions

- A. Preservation Of Fixed Headquartered, Floating District And SLWT Positions - On the date of execution of this Agreement, employees who hold seniority in the Track and Welding Departments and who, under the provisions of the Railroad Retirement Act are within ten (10) years of legal retirement age and who remain on a Fixed 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 Composite Track Construction 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 Composite Track Construction Gang will forfeit the benefits of this Paragraph.

Example 1 - An employee, referenced above, who is assigned to a Fixed 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 Composite Track Construction Gang in order to be entitled to their Feb 7 benefit.

Example 2- An employee, referenced above, who is assigned to a Fixed Headquartered, District Floating or SLWT position as of the effective date of this Agreement who bids or displaces to a Zone Composite Track Construction Gang will no longer be afforded protection of this Section 2.

- B. Scope of Work – The Zone Composite Track Construction Gangs shall be new positions above and beyond existing Track and Welding Department positions, and shall not result in the reduction of existing forces.

Section 3 – Cancellation Of This Agreement

- A. The Vice President of BMWED may cancel this Agreement as provided in this Section.

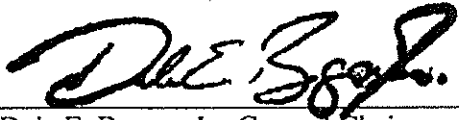
- B. If, during the trial period (2014-2015), the Vice President of BMWED believes that the work of these Gangs is infringing on the work of existing forces, as outlined in Section 2.B., the BMWED Vice President may send the Vice President of Engineering a Cancellation Notice (certified mail, return receipt requested). The Cancellation Notice must be sent prior to October 31, 2015. 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 January 1, 2016. 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.
- C. If, following the trial period, the Vice President of BMWED believes that the work of these gangs is infringing on the work of existing forces, as outlined in 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, 2016. 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 2nd day of April 2014.

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

AGREED:


J. R. Cook, Vice President

FOR THE CARRIER:


Robert A. Paszta, Director Labor Relations