

CSXT LABOR AGREEMENT 1-015-96
MEMORANDUM OF AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES REPRESENTED BY
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(FORMER B&O, B&O (TOLEDO DIVISION), B&OCT,
PM, HV, POV, RF&P AND TRRY)

IT IS AGREED:

The following Engineers' Seniority Districts shall be consolidated into one seniority district hereinafter to be known as the Northern Lines Consolidated District:

Cone Ward

Consolidated Central B&O (inc. New Castle, Pittsburgh West End, POV, and TRRY Prior Rights)

Consolidated Chicago (inc. Chicago and New Rock Prior Rights)

Consolidated Cleveland (inc. CL&W and CT&V Prior Rights)

Consolidated Hocking Valley (inc. Columbus Road, Columbus Yard, and Walbridge Prior Rights)

Consolidated Ohio (inc. Newark, Ohio, and Toledo\Wellston Prior Rights)

Consolidated Pere Marquette (inc. Canadian* and PM Prior Rights)

Eastern B&O Consolidated (inc. Baltimore West End, Consolidated Maryland [inc. Baltimore East End, Cumberland East End, and Cumberland West End Prior, Prior Rights], Consolidated West Virginia [inc. G&B, MR, WOR and WV&P Prior Rights], and RF&P [inc. Zones 1 and 2 Prior, Prior Rights] Prior Rights).

Decatur

Hamilton

Indiana

Illinois

Pittsburgh East End

* Canadian Engineers may only exercise seniority to U.S. positions after satisfying applicable immigration laws. U. S. Engineers may only exercise seniority to Canada after satisfying applicable immigration laws.

ARTICLE I - SENIORITY

A. Consolidated (hereinafter referred to as "Prior Rights" for purpose of this Agreement) and/or Prior Rights (hereinafter referred to as "Prior-Prior Rights" for purpose of this Agreement) as listed above shall be preserved for Engineers holding seniority as such on or before the effective date of this Agreement. Such Engineers will acquire Northern Lines Consolidated District (NLC District) seniority as of the effective date of this Agreement.

B. Employees who have (1) entered the Engineers' Training Program prior to the effective date of this Agreement, or (2) employees who have been assigned a class date to commence the Engineers' Training Program, and successfully complete the program, will acquire Prior Rights status. Such Engineers will acquire NLC District seniority upon successful completion of the Engineers' Training Program.

C. Employees commencing the Engineers' Training Program after the effective date of this Agreement, upon successful completion of the Program, or hired Engineers, will establish seniority as Engineers on the NLC District behind all engineers referred to in A. and B. above. Such Engineers will hereinafter be referred to as Consolidated Rights Engineers.

ARTICLE II - SENIORITY ROSTER

A. A seniority roster for the NLC District will be prepared by the Carrier as of the effective date of this Agreement and on a continuing basis thereafter in the Crew Management System.

B. The initial position on the NLC District roster for each Engineer referred to in Article I A. and B. will be determined by his date of hire in engine service. When two (2) or more Engineers have the same hire date, they will be placed in relative order on the NLC District roster based on the earliest year, month, and day of birth, except that relative standing among Prior or Prior-Prior Rights Engineers will not change.

. An Engineer shall have the right to protest his initial placement on the NLC roster provided he does so in writing to the General Chairman and Carrier's Highest Designated Officer within 180 days of its first listing.

ARTICLE III - PROTECTING SERVICE

A. The following zones are established for the purpose of this Agreement:

1. **BALTIMORE**

All positions working at or north out of Richmond. All positions at or out of Baltimore, Philadelphia, and points between. Positions working between Baltimore, Richmond and Brunswick, and points between, but not including Brunswick and Frederick.

2. **CUMBERLAND**

All positions working at or out of Cumberland, Brunswick and points between. Positions working between Cumberland and Grafton, but not including Grafton. Positions at Frederick.

3. **GRAFTON**

All positions working at or out of Grafton, Parkersburg, Brooklyn Junction, Cowen, Benwood and points between. Positions at Marietta.

4. **PITTSBURGH**

All positions working at or out of Connellsville, Pittsburgh, New Castle, Cleveland and points between. Positions working between New Castle and Willard. Positions at Rockwood or Somerset.

5. **WILLARD/TOLEDO/COLUMBUS**

All positions working at or out of Toledo (except positions operating north in road service), Garrett, Lima, Columbus, Newark, Chillicothe, and points between. Positions working at Willard and west out of Willard.

6. **DETROIT**

All positions working at or out of Detroit, Saginaw, Port Huron, Midland, Flint, Plymouth, north out of Toledo, and points between.

7. **GRAND RAPIDS**

All positions working at or out of Lansing, Grand Rapids, Manistee, Muskegon, Ludington, and points between. Positions working between Grand Rapids and Chicago, but not including Chicago.

8. **ONTARIO**

All positions working in Canada

9. **CINCINNATI**

All positions working at or out of Cincinnati. Positions working between Cincinnati and Lima, but not including Lima. Positions between Cincinnati and Washington, but not including Washington. Positions between Cincinnati and Indianapolis, including intersecting lines. Positions working at or out of Indianapolis.

10. **CHICAGO**

All positions at or out of Chicago, Ottawa, and points between.

11. **WASHINGTON**

All positions at or out of Washington and points west thereof. Decatur to Hillsdale.

B. Prior Rights and Prior-Prior Rights Engineers may exercise seniority to any position accruing to such Prior Rights and/or Prior-Prior Rights District. Such Engineers may also exercise seniority to any position not on their Prior Rights District within the zone they are working based on their NLC District seniority.

C. Consolidated Rights Engineers may exercise seniority to any position within the zone that they are working based on their NLC District seniority.

D. 1. When there is a need to increase the Engineers' work force at any supply point, the senior demoted Engineer at that supply point will be marked up. Prior and Prior-Prior Rights will be taken into consideration when determining the senior demoted Engineer to mark up for a particular assignment or extra board position.

2. If there are no demoted Engineers at that supply point, the senior demoted Engineer working at the next nearest supply point within the zone, will be marked up. Prior and Prior-Prior Rights will be taken into consideration when determining the senior demoted Engineer to mark up for a particular assignment or extra board position. However, Prior or Prior-Prior Rights demoted Engineers will not be marked up for positions at a supply point in excess of thirty (30) miles from their current supply point if the position is not on their Prior or Prior-Prior Rights District.

E. When there are no demoted Engineers in a zone subject to being marked up under D. above, the Carrier will post notice on the NLC District requesting voluntary transfers (Engineers or demoted Engineers) to the zone needing Engineers. Volunteers will be selected in seniority order on the basis of standing on the NLC District roster.

The selected volunteers will be permitted to exercise seniority to any position within the new zone and will thereafter be treated as being an Engineer within that zone for all purposes of seniority. The Engineer will stay within that zone unless subsequently reduced from the Engineers' work force, at which time he will exercise seniority to the former zone.

ARTICLE IV - ESTABLISHING ASSIGNMENTS

A. Regular assignments and pools, including those assignments or pools operating in two zones, will continue to operate under existing agreements and equity arrangements as applicable.

B. The Carrier may establish new pools or assignments to operate anywhere within a zone. If Prior Rights and/or Prior-Prior Rights Engineers will be affected, the Carrier will serve a thirty (30) day advance notice of the change to afford the Local Chairmen an opportunity to work out appropriate equity arrangements. Should the Local Chairmen be delayed in advising the Carrier of the equity arrangements, the service will be established by assigning the work first to the Prior Rights or Prior-Prior Rights District with the preponderance of mileage.

Prior or Prior-Prior Rights Engineers adversely affected by an implementation under this Paragraph B. shall receive the protection afforded by the New York Dock Protective Conditions (Appendix III, F. D. 28250, except Section 4).

C. When the Carrier desires to establish new service operating in more than one zone, such service will be considered Interdivisional service and notice will be served accordingly.

D. When regular road assignments are established, such as through freights, district runs, work trains, locals, etc., notice will be listed in the system showing the following information:

Time starting work

Number of days per week

On and off duty point(s)

Lay up point

Relief days or day if applicable

Territory covered by assignment

E. The working limits of a pool operating within a zone may be changed from time to time by appropriate notice in the system. Such a change in working limits will not constitute a change for purposes of granting displacements rights to Engineers holding turn in that pool.

ARTICLE V - GENERAL PROVISIONS

A. Schedule rules of the respective property agreements in conflict with the provisions of this Agreement are amended to the extent necessary to apply this Agreement.

B. For convenience, reference to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine and the feminine gender.

C. The signatory parties are in accord that any inadvertent errors, omissions or inclusions in this Agreement, recognized by both parties as being inconsistent with the purpose and intent of our Agreement will be corrected, included or deleted as the case may be, to properly reflect the understandings reached through negotiations.

This Agreement will be effective October 1, 1996 and shall remain in effect unless and until changed or modified in accordance with the Railway Labor Act, as amended.

Signed this 25th day of July, 1996 at Jacksonville, Florida.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

General Chairman

FOR CSX TRANSPORTATION, INC.:

Director Employee Relations

Director Employee Relations