

**PROCEDURES FOR IMPLEMENTING
ARTICLE VI OF UTU 1995 NATIONAL AGREEMENT
and
SIDE LETTER NO. 11 OF BLE 1996 SYSTEM AGREEMENT
between
CSXT
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(former B&O, B&OCT)
and
UNITED TRANSPORTATION UNION
(former B&O, B&OCT)**

IT IS AGREED:

The terms and conditions of these procedures are intended to minimize disruptions to the workforce and needs of service for the craft and class of both locomotive engineer and train service. It is further intended to avoid additional cost to the Carrier. Therefore, in a tri-party effort to address the issues applicable to Engineers holding Conductor and Trainman seniority voluntarily flowing back to the craft of conductor and trainman in seniority order, the following will govern:

- 1 (a) Four (4) option dates per calendar year will be designated as available for employees holding train and engine service seniority and occupying regularly assigned positions (including extra board positions) to return to train/engine service. The dates will be recognized as January 15, April 15, July 15 and October 15 at 12:01 p.m.

 - (b) The number of employees holding regularly assigned positions at a supply-point that will be permitted to return to train/engine service under these procedures, will be limited to the number of qualified and available employees at such supply-point. The term "qualified" as used herein shall be deemed to include (but is not
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limited to) qualification on the physical characteristics of the territory protected by the regularly assigned incumbent.

- (c) Employees holding train and engine service seniority wishing to avail themselves of the option under Section 1.(a) will be required to complete and file their applications on form provided by the Carrier, including identifying in priority order the assignment(s) they are qualified to protect and desire to exercise seniority to, with the designated representative of Carrier's Crew Management Center. Bids will be accepted between 12:01 a.m. and 11:59 p.m. during the first seven- (7) day's of January, April, July and October effective on the fifteenth day of the option month.
 - (d) Subject to Section 1.(a) each regularly assigned employee who has submitted an application as indicated in Section 1.(c) will be notified no less than 48 hours prior to the appointed option date that a request to return to train/engine service has been granted or that the option has been denied and the reason therefore identified.
 - (e) The position vacated by the employees opting to return to train/engine service will be filled on the option date consistent with applicable Schedule Rules. Employees returning to train/engine service will not be released until such time as a qualified replacement is available.
 - (f) In the event a train service employee has submitted an application to return to engine service at a supply-point and there are no applications received from qualified engineers to return to train service, the junior engine service employee will be immediately displaced.
 - (g) Crew Consist protected employees returning from locomotive engineer positions to train service under these procedures will be treated on a one-for-one basis for Crew Consist protected status during the time in train service as follows:
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[1] A "protected" employee (as defined by Section 2 of Rule 100) working as an engineer who displaces to train service and is replacing another "protected" employee will be treated as protected for all matters arising under Agreement Rule 100 of the C&T Agreement, except Attachment 1 thereunder while in train service.

[2] A "protected" employee (as defined by Section 2 of Rule 100) working as an engineer who displaces to train service and is replacing a non-protected Crew Consist employee will not be entitled to any of the enumerated benefits under Agreement Rule 100 of the B&O C&T Agreement while in train service.

(h) Employees returning to train/engine service under these procedures will not be permitted to voluntarily return to train/engine service until the next quarterly option date. This will not prevent an employee from returning to engine service if there are no available train service positions at the location or to train service if there are no available engine service positions at the location, seniority permitting.

(i) Engineers returning to train service under this document will continue to be subject to force assignment back to engine service in accordance with the applicable BLE Schedule Agreement Rules.

2. These procedures are not intended to restrict any movement of contractually demoted engineers at a supply-point. An engineer not standing for a position in engine service at the supply-point or positions protected by the extra board may then elect demoted status and exercise trainmen seniority.

3. For the purpose of scheduling vacations, consideration of an individual's request for a specified vacation period will be based on the applicable Agreement governing the employee on December 15th of the vacation bid year.

4. It is recognized that the BLE local representative and the UTU local representative maintain jurisdiction over the vacation scheduling of employees working under their respective Collective Bargaining Agreements on December 15th of the vacation bid year.
 5. Except as set forth herein, rules of the respective Agreements between CSXT (former B&O Railroad Company) and the Brotherhood of Locomotive Engineers and the United Transportation Union will govern employees electing to participate in the right to flow between engine service and train service.
 6. It is understood and agreed that any and all controversies or disputes arising from the application of these procedures will be handled between the respective BLE and UTU General Chairmen and the Carrier's Highest Designated Officer.
 7. The terms and conditions of these procedures are not intended to restrict any of the collective bargaining rights of either Organization or CSXT except as specifically provided herein.
 8. For convenience, all references to gender, if any, in this document are made in the masculine gender. It is understood and agreed by the parties to these procedures that references to the masculine gender include both the masculine and feminine gender.
 9. The parties are in accord that any inadvertent errors, omissions or inclusions in these procedures, which are recognized by the parties as being inconsistent with the purpose and intent of UTU Article VI and BLE Side Letter No. 11 will be corrected or deleted, as the case may be, to properly reflect the understanding reached through negotiations.
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10. This document shall become effective January 1, 2002 for a period of twelve (12) months. During the twelve-month period these procedures may be cancelled by the Brotherhood of Locomotive Engineers, the United Transportation Union or CSX Transportation, Inc., by serving a thirty (30) day written notice upon the other two parties. If the procedures are not cancelled at the expiration of the twelve-month period, they shall remain in effect and be applicable to UTU Article VI and BLE Side Letter No. 11.

UNITED TRANSPORTATION UNION



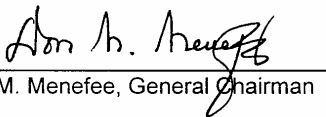
J. T. Reed, General Chairman

CSX TRANSPORTATION, INC.



R. D. Hiel, Sr. Director Labor Relations

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**



D. M. Menefee, General Chairman

CSX TRANSPORTATION, INC.



G. A. Gordon, Sr. Director Labor Relations

AGREED TO QUESTIONS AND ANSWERS:

- Q.1. The time frames listed in Section 1.(a) are identified as January 15, April 15, July 15 and October 15. Is it contemplated that employees can utilize any other date to voluntarily flow back to train service or flow from train service to engine service?
- A.1. No, except as provided in Section 1.(l).
- Q.2. If there are ten (10) engineers at a particular location desiring to return to train service but only five (5) demoted qualified junior engineers working at that location, are all ten (10) engineers permitted to exercise flow back rights?
- A. 2. No. The engineers desiring to return would be limited to a one-for-one process limiting the flow back rights to five engineers making application in trainmen seniority order.
- Q.3. Who will determine if an engineer is "qualified" as that term is used in Section 1.(b)?
- A.3. The management transportation officer charged with the responsibility for qualification.
- Q.4. Is it mandatory that an employee opting for flow back privileges on one of the identified dates be notified his request has been denied and the reason therefore pursuant to Section 1.(b)?
- A.4. Yes.
- Q.5. Are employees utilizing the terms of these procedures entitled to be recognized as entitled to Extra Board guarantee payments from the craft in which active?
- A.5. Yes.
- Q.6. Are engineers who avail themselves of the terms of these procedures and flow back to train service obligated to maintain their engine service qualifications and certifications?
- A.6. Yes.
- Q.7. Are employees with a train service seniority date prior to 1985, who opt to flow back, entitled to the payment of so-called duplicate time payments as defined in the National Agreements?
- A.7. Yes.
- Q.8. Do these procedures change the bulletining period for assignments in either craft; i.e. 72 hours for train service, 7 days for engine service?
- A.8. No.
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- Q.9. Is an engineer required to displace the senior demoted engineer when exercising seniority to train service in accordance with Section 1.(a)?
- A.9. No. The engineer would have full displacement rights at the supply-point location to positions which qualified.
- Q.10. What is the proper sequence for filling permanent engineer vacancies at a supply-point?
- A.10. Pursuant to CSXT Labor Agreement 1-015-96.
- Q.11. What is the proper sequence for filling engineer day-to-day temporary vacancies?
- A.11. Pursuant to Article XI, Section 1 of 1996 BLE/CSXT System Agreement.
- Q.12. Will engineers voluntarily returning to train service be offset against their New York Dock guarantee for higher paying engine service assignments?
- A.12. Yes. To the extent their seniority would afford them the position.
- Q.13. Will engineers be offset against their New York Dock guarantee for failing to exercise seniority to higher rated positions in the trainmen's craft?
- A.13. No, provided they have never voluntarily exercised seniority from engine service to train service since acquiring their New York Dock protection.
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