

CSXT LABOR AGREEMENT E-171-87

MEMORANDUM OF AGREEMENT BETWEEN THE CHESAPEAKE AND OHIO RAILWAY COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED;

The Carrier may establish new road switcher assignments at any location on the system subject to the following conditions:

1. (a) assignments established under this agreement may be assigned to operate five, six, or seven days a week and will be allowed the equivalent of a yard rate of pay with overtime after 8 hours regardless of the mileage of the territory covered by such agreement(s).

(b) Road Switchers established under this agreement will be covered by the provisions of the Paid Holiday Agreement.

(c) In the event an established five-day assignment is worked on the sixth and/or seventh day, or an established six-day assignment is worked on the seventh day, the regularly assigned employee will be notified in sufficient time to protect the assignment should they desire to do so.

NOTE: It is understood that regular assigned engineers shall not be disqualified for Holiday Pay if they elect not to work the 6th and /or 7th day provided they otherwise qualify for the holiday.

2. Engineers in this service may be required to operate back and forth over the territory within the limits of their assignments, and into and out of their tie up point, in either direction, as many times as desired, without additional pay or penalty pay.
3. The provisions of the initial and final terminal delay rules will not be applicable to engineers in this service.
4. No penalty or additional pay will be allowed an engineer in this service for assisting other trains.

5. The working limits of assignments in this service will be established and posted by the Carrier and may be changed from time to time to satisfy operating needs and conditions.

6. The following will apply to the tie up points for assignments established under this Agreement.

(a) Adequate locker room facilities including hot and cold running water, with soap and paper towels will be provided. The facility shall be adequately heated, lighted and ventilated and will be provided with sufficient lockers for use by regular and extra men.

(b) Should a parking problem exist for the employees, such as lighting and ample space, all weather surfacing, etc., the parties will meet promptly for the purposes of correcting such problem.

7. At the tie ups points, suitable for lodging for engineers qualifying for the same pursuant to section 1, Article VII of the may 13,1971 National Agreement will be provided. The minimum standards for the accommodations will consist of single occupancy rooms with bath and air conditioning. In the event lodging is not available at the designated facility, the company will provide comparable lodging in lieu thereof, including transportation in connection therewith. In the event food cannot be procured at the point of lodging and/or within 1600 feet thereof, transportation will be furnished.

8. (a) Each assignment established under this agreement will have a single terminal for going on and off duty.
(b) When a crew is required to report for duty or is relieved from duty at a point other than the on off duty point fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

9. If engineers in this service are worked outside of the advertised working limits of their assignment, they will be allowed four hours of straight time rate. If worked four hours or more outside such they will be allowed eight hours at straight time rate.

10. Other road crews in the same seniority district may perform any of the switching that is performed by "Road Switchers" at any time, but they will not be entitled to pay at the "Road Switcher" rate or to penalty pay or any type because of performing any such work.
11. The carrier will post a reporting time for each assignment established under this agreement; however, the reporting time of the engineer assigned thereto may be advanced or deferred. If advanced the assigned engineer will be used if available. If deferred the engineer assigned may be deferred up to six (6) hours with pay starting at the expiration of six (6) hours from the scheduled reporting time, unless the assignment is annulled during the deferment period.
12. The agreement shall not establish a precedent in any similar circumstance.

For convenience, reference to gender, if any, in this agreement are made in the masculine gender. It is understood and agreed by the parties of this agreement that reference to the masculine gender includes the feminine gender.

This agreement shall remain in full force and effect until revised or modified in accordance with the Railway Labor Act, as amended.

Signed in Jacksonville, Florida, this 4th day of December, 1987.

FOR THE EMPLOYEES;
LeClair
General Chairman
(Former B&O & BR&P)

FOR THE CARRIER;
Director of Labor Relations