



Employee Relations  
500 Water Street - J455  
Jacksonville, FL 32202

March 25, 1993

File: 217812 (ROA)

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Mr. R. A. Lau, Vice President  
Brotherhood of Maintenance of Way Employees  
Associates Lane  
Charlotte, North Carolina 28217

Mr. R. P. Branson, General Chairman  
Sheet Metal Workers'  
International Association  
2841 Akron Place, S. E.  
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Mr. J. A. Coker, General Chairman  
International Association of Machinists  
and Aerospace Workers  
1642 Fairview Road  
Stockbridge, GA 30281

Mr. J. R. Cook, General Chairman  
CSX System Federation  
Brotherhood of Maintenance of Way Employees  
Post Office Box 278  
Manistee, Michigan 49660

Mr. Jed Dodd, General Chairman  
Brotherhood of Maintenance of Way Employees  
1930 Chestnut Street, Suites 607-609  
Philadelphia, Pennsylvania 19103

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

Please find attached fully executed copies of the Implementing Agreement and all side letters/letters of understanding that pertain to your respective properties.

Mr. R. L. Elmore, General Chairman  
International Association of Machinists  
and Aerospace Workers, District No. 19  
825 Prather Ridge Road  
Bloomfield, Kentucky 40008

Mr. J. D. Knight, General Chairman  
Brotherhood of Maintenance of Way Employees  
7411 Merrill Road  
Jacksonville, Florida 32211

Mr. N. V. Nihoul, General Chairman  
Atlantic Coast Line Federation  
Brotherhood of Maintenance of Way Employees  
4040 Woodcock Drive, Room 167  
Jacksonville, Florida 32207

Mr. J. W. Pugh, General Chairman  
Brotherhood of Maintenance of Way Employees  
Suite 1-A, Charter Federal Building  
2706 Ogden Road, S. W.  
Roanoke, Virginia 24014

Mr. B. L. Watts, General Chairman  
Brotherhood of Maintenance of Way Employees  
General Delivery  
Ina, Illinois 62846

Very truly yours,

*Rich Hiel*

RECEIVED

FEB 01 1993

COMMUNICATION  
RELATIONS

**AGREEMENT BETWEEN**

**CSX TRANSPORTATION, INC.**  
including the RF&P Railway Co.,  
and the B&OCT  
and their employees represented by the

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS,**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES,**

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION**

Pursuant to Carrier's Notice of intent to transfer and coordinate Engineering Department (MofW) equipment repair work and Employees to and from the locations as hereinafter described, the Carrier, desirous of implementing an orderly transaction, proposes the following:

**Article I - Protection**

A. Any Roadway Mechanic who accepts a position initially advertised in the coordinated operation will be certified to receive the protective benefits and conditions provided in the "New York Dock Conditions", New York Dock Ry. - Control - Brooklyn Eastern Dist., 360 I.C.C. 60 (1979) (Attachment "A"), if furloughed for any reason during the protective period.

B. Nothing in this Agreement shall be interpreted or applied to provide protective benefits less than those provided for in the New York Dock Conditions appended hereto.

C. Any Mechanic who accepts a position initially advertised in the coordinated operation, will be entitled to the protective benefits contained in the August 1, 1980 EPA Agreement (Attachment "B"), effective upon the date of coordination.

D. All Mechanics (described in A and C above), will be given a "Test Period Average" pursuant to the New York Dock Conditions. Any Mechanic who suffers a loss of earnings will be paid a monthly "displacement allowance" as described in Section 5 of the New York Dock Conditions.

Should any Mechanic be furloughed for any reason (except when furloughed because of conditions beyond the control of the Carrier such as flood, snowstorm, hurricane, tornado, earthquake, fire, strike, etc.), during the protective period (six years following the date of coordination) he may elect to draw either the protective benefits enumerated in the New York Dock Conditions, or draw EPA protective benefits for the applicable protective period enumerated in the EPA Agreement.

E. Any Mechanic entitled to protective benefits as a result of this transaction who is currently drawing protective benefits under another protective agreement, may continue to receive that benefit, and, upon its expiration, draw the protection elected in this coordination for the remainder of the protection period. Additionally, any Mechanic entitled to "Orange Book", or February 7, 1965 protection may elect to receive the protection provided by this coordination, and, upon its expiration, continue his coverage under the provisions of either of those Agreements.

F. Any Roadway Mechanic whose position is abolished as a result of this transaction, and who is offered and refuses a position in the coordinated operation will be ineligible to draw any monthly guarantee or separation allowance from other protective agreements; with the exception of the separation election provided for in Section G of the "Orange Book" Agreement.

G. A furloughed Mechanic will not have his EPA protection period extended; nor will he be recalled to service as a consequence of a System Gang Mechanic or Regional Mechanic working on his former prior and/or prior rights territory.

H. A Roadway Mechanic who is designated as a protected Employee as a result of this coordination, and who had been previously furloughed and remains in a furlough status at the time the six year period expires, will not be eligible to draw any EPA protective benefits, except for that which he may already be drawing under Section C of this Article, until such time as he has been recalled to service, works for at least 30 days and is subsequently furloughed.

I. A Roadway Mechanic who is designated as a protected Employee as a result of this coordination, who is furloughed subsequent to the expiration of the six year protective period, will be eligible to draw EPA protective benefits in accordance with the applicable provisions contained in the EPA Agreement, subject to the exceptions contained in this Agreement.

## **Article II - Consolidation of Seniority Districts**

A. Seniority Rosters for all Employees currently working (and those who were working on a permanent position on the date of Carrier's Notice - August 14, 1992) as Engineering Department "Roadway Mechanics" on all former properties of CSXT, Inc., represented by the IAM&AW, BMW, and SMWIA will be consolidated

by dovetailing the existing seniority of the employees as it appears on their respective seniority rosters onto a "Consolidated System Roster", which shall be known as the "CSXT Engineering Department Mechanics Roster" (Attachment "C"). Should more than one Mechanic have the same seniority date, the date last entered service will be used to determine the roster positions; oldest date assuming the superior position. If this procedure still results in a "tie" the oldest employee by date of birth will be given the superior position on the roster.

B. The "Consolidated System Roster" will show: name; identification number; seniority date; date of birth; prior rights; prior prior rights (if any); union affiliation; and a shop/field designation.

C. Mechanics will establish prior rights and retain prior prior rights, if any, for displacement and bidding purposes in the coordinated operation. "Prior rights" is defined as the Mechanic's former home road property (B&O, B&OCT, C&EI, CL, C&O, GA/AWP, L&N, RF&P, SCL, and WM) as designated on the "Consolidated System Roster". "Prior prior" rights is defined as the territories indicated as the "prior district", and the "prior consolidated district", as shown on the January 1, 1992 "Chessie Work Equipment System Seniority Roster"; and applies only to employees who appear on that roster.

D. For the purposes of this Agreement, all former SCL IAM&AW and BMWWE represented Mechanics will have prior rights to any field positions advertised on the former Seaboard Coast Line territory.

E. A separate list will be established and maintained for Mechanics who are furloughed or actively employed in another department (with bidding rights pursuant to CSXT Labor Agreement No. 1-229-87) on the date of coordination. Employees on this list will be given preference (based on existing seniority) to fill new positions involving an increase in force or permanent vacancies which occur during or subsequent to this coordination. Mechanics who are awarded positions under this provision will retain prior and/or prior prior rights and will establish seniority on the "Consolidated System Roster" as of the date they return to active service as a Roadway Mechanic in the Engineering Department.

### **Article III - Abolishment/Establishment of Positions**

A. Engineering Department Equipment Repair Work presently performed separately on Carrier's former properties will be coordinated as hereinafter provided and will be performed, except as specifically provided herein, under the IAM&AW and former C&O Railway Company Agreement (Chesapeake District, reprinted June 1, 1969).

B. Carrier will abolish all Engineering Department Roadway Mechanics positions and readvertise 274 positions effective upon the date of coordination in the following classifications:

1. 116 Shop Mechanics positions
2. 68 Regional Mechanics positions
3. 90 System Gang Mechanics positions

*3 SPT's, BC's, Smoothie*

C. Carrier will simultaneously advertise 22 voluntary separation allowances at the time the 274 new positions are bulletined (this number represents the difference between the current active numbers of Mechanics positions, and the numbers of positions that were active on August 14, 1992). **NOTE: EMPLOYEES REPRESENTED BY THE SMWIA ARE INELIGIBLE TO PARTICIPATE IN THE VOLUNTARY SEPARATION OFFER. IN THAT REGARD ANY REFERENCE TO "VOLUNTARY SEPARATIONS" THAT APPEAR THROUGHOUT THIS AGREEMENT HAVE NO APPLICATION TO ANY OF THE EMPLOYEES REPRESENTED BY THE SMWIA.**

1. The amount of voluntary separation allowance offered to employees will be \$46,000.00.

2. Employees referred to in Article II, A, desiring to be considered for a voluntary separation allowance shall submit application on a form, copy attached, to be provided by the Carrier.

3. Applicants for voluntary separation allowances shall be awarded in seniority order.

4. Voluntary separation allowances will be paid within thirty (30) days from the date the employee is notified of the award pursuant to paragraph 3, and in addition, the employee will receive any vacation pay to which entitled, and any pro rated lump sum payment that may be due at the time of the separation, less all applicable deductions required by law.

5. Applications for voluntary separation allowances shall be irrevocable. When applications are awarded, the payment of any separation allowance granted pursuant to the terms of this agreement will be contingent upon the affected employee executing a voluntary resignation agreement and release form.

D. During the initial bidding process, all Mechanics who were working on a permanent position or furloughed subsequent to August 14, 1992 (the date of Carrier's Notice), will be eligible to bid on any position/positions or a voluntary separation allowance, advertised in the coordinated operation. Positions will be awarded to the senior applicant having prior and/or prior prior rights to the advertised position. If none of the applicants have prior and/or prior prior rights to the position, the job will be awarded to the most senior applicant. Positions which go "no bid" will be filled by assigning Mechanics from the "Consolidated System Roster" (in seniority order) whose jobs have been abolished as a result of the coordination and who have elected not to place a bid on any position advertised in the coordinated operation, or whose seniority was insufficient to obtain a position that they had bid on. Any remaining vacancies will be offered to the Mechanics on the "separate list" (Article II, Section E); and then in accordance with understanding between the parties signatory to this Agreement.

#### Article IV - Shop/Field designation

A. Employees who are awarded/assigned a shop position, as a result of the initial bidding process, will have a "Shop" designation affixed next to their name on the "Consolidated System Roster." Subsequent to the coordination, new positions and vacancies in the shop will be offered first (by bulletin) to "Shop" designated Mechanics only. Positions which receive no bids will be filled by the senior unassigned Shop Mechanic.

B. Employees who are awarded/assigned a "Field" position as a result of the initial bidding process, will have a "Field" designation affixed to their name on the "Consolidated System Roster." Subsequent to the coordination, new positions and vacancies in the field will be offered first (by bulletin) to "Field" designated Mechanics only. Positions which receive no bids will be filled by the senior unassigned Field Mechanic.

C. Shop positions, which are not filled by existing shop forces pursuant to Section A above, will be filled in the following order: first, by recalling any furloughed "Shop" designated Mechanics; next the positions will be offered in seniority order (by bulletin) to "Field" designated Employees; any remaining shop positions will be offered to the Mechanics on the "Separate List" (Article II, Section E); and then in accordance with understanding between the parties signatory to this Agreement.

D. Field positions, which are not filled by existing field forces pursuant to Section B above, will be filled in the following order: first, by recall of any furloughed "Field" designated Mechanics; next the positions will be offered in seniority order (by bulletin) to "Shop" designated Employees; any remaining field positions will be offered to the Mechanics on the "Separate List" (Article II, Section E); and then in accordance with understanding between the parties signatory to this Agreement.

E. In the event of a force reduction or job abolishment in the field or shop subsequent to the date of coordination "Field" designated Mechanics will only be permitted to displace junior "Field" designated Mechanics, likewise; "Shop" designated Mechanics will only be permitted to displace junior "Shop" designated Mechanics.

F. "Field" designated Mechanics shall not be utilized or permitted to fill temporary vacancies in the coordinated Shop; likewise, "Shop" designated Mechanics shall not be utilized or permitted to fill temporary vacancies in the field.

G. Carrier will furnish all "Field" and/or "Shop" designated Mechanics with the proper tools to perform their assigned duties at no cost to the Employees.

#### **Article V - Shop positions**

All existing work equipment shops on CSXT, Inc. will be coordinated into a single shop located at Richmond, Virginia.

A. During the initial bidding process, positions in the coordinated shop will be awarded in seniority order, with preference given to those mechanics whose present seniority would permit them to displace onto a position in one of the present shops, or who are currently working in a shop position.

B. Within a 30 day period following the completion date of coordination, all positions at the Richmond Shop will be re-bulletined (for those Employees who have previously been awarded/assigned a shop position). Shop bulletins shall include the primary duties of the position as well as the standard information required by the Bulletin Rule.

C. Shop Mechanics will be paid on an hourly basis, straight time for straight time hours and overtime for overtime hours, in accordance with the schedule Agreement. The rate of pay for hourly Mechanics will be \$14.55, adjusted to reflect any subsequent wage increases.

D. Duties of the Shop Mechanics will include major overhaul and heavy repair to equipment utilized in the Engineering (MofW) Department.

Shop Mechanics will also be assigned to maintain and repair components such as, but not limited thereto, transmissions, differentials, electrical components, small engines, track drills, and other similar equipment utilized by the Engineering (MofW) Department.

E. Shop Mechanics will have a work week of five 8 hour days or four ten hour days.

#### Article VI - Field Positions

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A. "Field" designated Mechanics will be paid on a monthly basis, \$3,443.56 (adjusted to reflect any subsequent wage increases) contemplated on 232  $\frac{2}{3}$  hours per month. Records will be kept and all "Field" Mechanics will be paid at the applicable overtime rates for all work in excess of 232  $\frac{2}{3}$  hours per month and for routine maintenance and repair work performed on the first rest day, and for all work performed on the second (and subsequent rest days).

B. Subsequent to the coordination Field Mechanics may decline to accept an assigned position located off of their prior rights territory and accept furlough status with no protection entitlement. If that option is elected, the vacancy will be offered to Shop Mechanics and filled in the same manner as other vacancies.

C. All time spent by Field Mechanics in the furtherance of the Carrier's business (with the exception of Gang Mechanics receiving a mileage allowance when making a trip to/from their residence), i.e., picking up parts, delivering parts, transporting parts or equipment, etc., will be considered as "on duty" time for purposes of computing time worked under the above provision.

D. "Field" designated Mechanics will have a work week of five 8 hour days or four ten hour days. Additionally, they may be assigned a work week of eight 10 hour days when consistent with a gang they are supporting.

E. The starting times for Field Mechanics will be between 5:00 a.m. and 10:00 a.m., and will not be changed without thirty-six hours notice. Field Mechanics will not be required to report early or remain on the job site after scheduled working hours except to the extent necessary to meet service requirements.

F. In applying rules on holidays, personal leave, bereavement leave and jury duty to Mechanics working ten hours per day; a basic day's pay will be considered ten pro rata hours.

G. Mechanics working on a ten hour per day schedule will be credited with 1.25 days credit for each day worked for vacation qualifying purposes.



H. It is understood that all continuous service with either CSXT, the B&OCT, or the RF&P, will be combined for service related entitlements.

**There will be two categories of "field" positions - Regional Mechanics and System Gang Mechanics.**

#### **Article VII - Regional Mechanics**

A. 68 Regional Mechanics positions will be established and headquartered throughout the System (identified on **Attachment "D"**). The bulletins for such positions shall list the headquarters and the former railroad territories to be covered in addition to the standard information required by the bulletin rule in the schedule Agreement.

B. Primary duties will consist of maintaining and repairing equipment that is not assigned to system production gangs including, but not limited to: cranes, air compressors, dozers, backhoes, etc. on the regions assigned.

C. During the initial bid process, all Mechanics on the "Consolidated System Roster" will be eligible to bid on the Regional Mechanics positions, with preference given to those mechanics who have prior, and/or prior prior rights on the territories to be covered. Where regions encompass more than one prior and/or prior prior rights territory; the senior Employee from within those territories, who has bid on the position, will be awarded same.

D. Subsequent to the coordination, new Regional Mechanics positions or vacancies will be offered (by bulletin) to "Field" designated Mechanics (pursuant to Article IV, Section D) with preference given to those Mechanics who have prior, and/or prior prior rights on the territories to be covered. Where regions encompass more than one prior and/or prior prior rights territory; the senior Employee from within those territories, who has bid on the position, will be awarded same.

E. Regional positions which are not filled as a result of the above section will be filled in accordance with Article IV, Section D.

F. Regional Mechanics will be allowed actual, necessary expenses while working away from their headquarters (including Carrier provided lodging when working more than fifty miles from their headquarters). Additionally, they will be provided with a Carrier vehicle for use in the performance of their duties and for transportation to/from their headquarters point.

G. Should a Regional Mechanic be displaced due to a a reduction in force or job abolishments, he will be entitled to displace any junior Field Mechanic in his prior or prior/prior rights territory; or any junior Field Mechanic on the System, provided the Mechanic being displaced does not hold prior or prior prior rights on the desired position.

#### **Article VIII - System Gang Mechanics**

A. 90 System Gang Mechanics positions will be established by bulletin; assignments for the 1993 production season (**Attachment "E"**) are broken down as follows:

1. 60 Mechanics will be assigned to cover the schedule for the Maintenance of Way System Production Gangs (SPGs);

2. 18 Mechanics will be assigned to smoothing gangs scheduled to work within Carrier's present operating divisions;

3. 12 Mechanics will be assigned to division brush cutting gangs and "system" material handling gangs.

B. During the initial bid process all Mechanics on the "Consolidated System Roster" will be eligible to bid on the System Gang Mechanics positions, with preference given, in seniority order, to those Mechanics who have prior, and/or prior prior rights on the territories to be covered.

C. System Gang Mechanics positions which are not filled as a result of the above section will be filled in accordance with Article IV, Section D.

D. Gang schedules, and the territories to be covered will be posted on an annual basis prior to the start of production season. A System Gang Mechanic will be permitted to submit a written request, within 10 days following written notification of the new schedule, that his position be abolished and readvertised should he choose not to remain on his assigned position. Should a System Gang Mechanic be displaced, for any reason, or his position be abolished for any reason (including the request described in this section), he will be permitted to exercise displacement rights onto any field position on his prior and/or prior prior rights territory occupied by a junior Mechanic; or onto any field position occupied by a junior Mechanic provided the junior Employee being displaced does not hold prior and/or prior prior rights to the desired position.

E. A System Gang Mechanic will be viewed as having prior and/or prior prior rights to a particular gang position only so long as the gang's work schedule for the year includes his prior and/or prior prior rights territory.

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F. Should the gang move off of its assigned territory (as posted at the beginning of each year's production season) for more than 20 consecutive calendar days, the Mechanic(s) assigned to the gang may submit a written request that his position be abolished. Should he choose to continue working with the gang, he will receive an additional allowance of \$15.00 for everyday (beginning with the 21st day) he continues to work the assignment, continuing until such time as the mechanic is returned to his assigned territory.

G. System Gang Mechanics will be allowed actual, necessary expenses for meals and miscellaneous expenses when required to travel more than 50 miles from their residence to the gang location to which assigned. They will also be provided with a Carrier owned vehicle, including necessary fuel, for use in the performance of their duties, as well as transportation to/from their residence and assigned gang location. Additionally, Carrier will pay an allowance based upon the following schedule for each normal and customary round trip (beginning with the 101st mile) made to/from the Mechanic's residence: 101-250 roundtrip miles, \$35.00; 251-500 miles, \$95.00; 501-750 miles, \$190.00; 750 miles or more, \$300.00. For purposes of this Agreement "normal and customary" is interpreted to mean one round trip per work week, except for unusual or extenuating circumstances.

H. The above mileage allowance will be payable whether or not the Mechanic uses the Carrier owned vehicle to make the round trip between his residence and his assigned gang location. However, in those extreme cases where a Carrier owned vehicle is not furnished or cannot be used due to Federal or State Laws, the above mileage rate will be allowed beginning with the 51st mile (all of the other mileage allowances detailed in paragraph H above will likewise be reduced by 50 miles). Additionally, any Mechanic who drives his personal vehicle or takes public transportation, or rents a vehicle to travel between his residence and his assigned gang location (as a result of not being provided with a vehicle by the Carrier), will be reimbursed for the round trip mileage at the Carrier's authorized mileage rate (currently 28 cents per mile). Mechanics who do not return home under such circumstances will be provided lodging by the Carrier and will be reimbursed for meals and any other necessary expenses.

I. It is not the intent of the parties that System Gang Mechanics be assigned to work more than 8 hours per day (or ten hours, if working 4x10's) during the off/winter repair season except as necessary to meet unusual service requirements or in an emergency.

## Article IX - Relocation Benefits

Each Roadway Mechanic who moves his place of residence (as recorded with the Carrier) a distance of fifty (50) miles or more, as a result of accepting a position in the coordinated operation, will be allowed:

A. A moving van for his household goods (arranged by the Carrier); or, a \$3,000.00 lump sum payment, the Employee being responsible for moving his own household goods.

B. A \$2,500.00 "Lace Curtain" allowance; \$1,250.00 payable upon the date of coordination, the remainder payable within 30 days of notification by the Employee to the Carrier officer in charge at the new location that his move has been completed.

C. One of three real estate options:

1. Carrier will purchase the Employee's house if it is in marketable condition at the established appraised market value.

2. Carrier will provide a 15% payment of the home's appraised market value should the Employee choose to keep his home.

3. If the Employee sells his house, Carrier will provide a 15% payment of the home's appraised market value or actual cash sale price, whichever is greater.

D. Temporary expense options:

1. Five working days off with pay, temporary living expenses for the employee at the new work location, and reimbursement for the cost of acquiring license for one automobile, including the use tax and any cost of retitling such automobile, or;

2. An allowance of \$4,500.00; \$2,500.00 to be paid upon the date of transfer and \$2,000.00 to be paid within 30 days notification to the Carrier officer in charge at the new location that the move has been completed.

E. Cash allowance elections are subject to all applicable deductions.

F. Carrier will pay the moving van expense (per our standard relocation benefits policy), for any Mechanic who accepts a position in the coordinated operation, relocates his residence, and subsequently retires within the protective period (six years following the date of coordination).

## **Article X - Representation**

A. The incumbent Roadway Mechanics represented by the IAM&AW, BMW, and SMWIA will continue their present union affiliation and representation status in the coordinated operation unless changed by applicable law.

B. Any settlement of a claim or grievance with any of the General Chairmen or designated representatives involving a C&O (Chesapeake District) Agreement Rule will not constitute an interpretation binding on the IAM&AW General Chairman of the C&O Committee.

## **Article XI - General Provisions**

A. This Agreement with all attachments referred to herein shall constitute the required agreement as stipulated in Article I, Section 4 of the New York Dock Conditions. This Agreement shall not constitute a precedent or prejudice the position of either the Carrier or the Organization signatory hereto in future similar cases.

B. Dismissed or suspended employees, employees on leave-of-absence account sickness, promotion and other approved absences, who return to service subsequent to the coordination, shall be entitled to whatever rights that they may have had if they had been present at the time of the coordination. Any such person who returns to service may:

1. Exercise displacement rights onto any position on his prior and/or prior prior rights territory occupied by a junior Mechanic; or onto any position occupied by a junior Mechanic provided the junior Employee being displaced does not hold prior and/or prior prior rights to the desired position.

2. The subsequently displaced junior employee referred to in paragraph 1 above, who is displaced as a result of an employee returning to the craft, may elect a separation allowance as described in Article III, C, in lieu of the protection referred to therein.

C. The repair of Motive Power (Locomotive) and Mechanical (Car) Department Equipment, such as Fork Lifts, Mobile Cranes, and other shop machinery and equipment historically maintained and repaired by the Michigan Division Mechanics, will, following the coordination, continue to accrue to Roadway Mechanics, until otherwise agreed upon by the parties.

D. All Employees who have accepted a position in the coordinated operation will be covered by the Master Transfer Agreement (**Attachment "F"**) within 60 days following the effective date of the Coordination.

Should there be any conflict between the terms and conditions of the Master Transfer Agreement and this Implementing Agreement concerning specific provisions of this transaction, the terms and conditions of this Implementing Agreement will control.

E. Each Employee affected by this coordination will receive a copy of this agreement along with a copy of the "Consolidated System Roster". Such roster will be open for protests for a period of one year following the date of this coordination.

F. For convenience, all references 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 gender and the feminine gender.

G. This Agreement shall be construed, for all intent and purposes, as a separate Agreement between CSX Transportation, the B&OCT, the RF&P, and each of the Organizations signatory hereto.

H. The provisions of this Agreement shall become effective on January 29, 1993, or as hereafter agreed by the parties signatory hereto.

FOR THE ORGANIZATIONS:

J. A. Coker  
J. A. Coker, Genl. Chrmn., IAMAW

R. L. Elmore  
R. L. Elmore, Genl. Chrmn., IAMAW

J. R. Cook  
J. R. Cook, Genl. Chrmn., BMW

J. Dodd  
J. Dodd, Genl. Chrmn., BMW

J. D. Knight  
J. D. Knight, Genl. Chrmn., BMW

N. V. Nihoul  
N. V. Nihoul, Genl. Chrmn., BMW

J. W. Pugh  
J. W. Pugh, Genl. Chrmn., BMW

FOR THE CARRIER:

J. B. Allred  
J. B. Allred, Dir. Emp. Relations

J. T. Williams  
J. T. Williams, Dir. Emp. Relations



Employee Relations  
500 Water Street  
Jacksonville, FL 32202

January 8, 1993

File: 217812 (ROA)  
Side Letter No. 1

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Mr. R. L. Elmore, General Chairman  
International Association of Machinists  
and Aerospace Workers, District No. 19  
825 Prather Ridge Road  
Bloomfield, Kentucky 40008

Mr. R. A. Lau, Vice President  
Brotherhood of Maintenance of Way Employees  
Associates Lane  
Charlotte, North Carolina 28217

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Brotherhood of Maintenance of Way Employees  
7411 Merrill Road  
Jacksonville, Florida 32211

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Sheet Metal Workers'  
International Association  
2841 Akron Place, S. E.  
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Atlantic Coast Line Federation  
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4040 Woodcock Drive, Room 167  
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Mr. B. L. Watts, General Chairman  
Brotherhood of Maintenance of Way Employees  
General Delivery  
Ina, Illinois 62846

Mr. Jed Dodd, General Chairman  
Brotherhood of Maintenance of Way Employees  
1930 Chestnut Street, Suites 607-609  
Philadelphia, Pennsylvania 19103

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

As discussed, the parties signatory hereto agree to maintain the "same percentages" to the extent possible relative to Union affiliation when filling permanent vacancies and new positions in the coordinated equipment repair work operation. As of the above date, the Consolidated Roster shows 250 Mechanics represented by IAM&AW (76%), 53 represented by BMW (19%), and 18 represented by SMWIA (5%).

In the event the Carrier desires to increase forces in the coordinated operation, the Carrier will notify the IAM&AW/BMWE/SMWIA General Chairmen of the proposed increases and, at the request of any party, a meeting shall be conducted to determine which organization(s) will represent the newly hired employee(s).

This understanding is not intended to interfere or have any effect on the seniority rights, recall or otherwise, of Mechanics listed on the Consolidated Seniority Roster now will any Mechanics so listed by required to change their present Union affiliation unless required to do so under authority of the law.

Very truly yours,

*J.B. Althoff*  
*J.T. Wilkerson*

**AGREED:**

*Richard P. Branson*  
R.P. Branson, Genl. Chrmn., SMWIA

\_\_\_\_\_  
J.A. Coker, Genl. Chrmn., IAM&AW

\_\_\_\_\_  
R.L. Elmore, Genl. Chrmn., IAM&AW

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J.R. Cook, Genl. Chrmn., BMWE

\_\_\_\_\_  
Mr. Jed Dodd, Genl. Chrmn, BMWE

\_\_\_\_\_  
J.D. Knight, Genl. Chrmn, BMWE

\_\_\_\_\_  
N.V. Nihoul, Genl Chrmn, BMWE

\_\_\_\_\_  
J.W. Pugh, Genl Chrmn, BMWE

\_\_\_\_\_  
B.L. Watts, Genl Chrmn, BMWE

**APPROVED:**

\_\_\_\_\_  
R.L. Reynolds, Pres. & Dir.  
Genl. Chrmn., IAM&AW

\_\_\_\_\_  
R.A. Lau, Vice. Pres., BMWE





Employee Relations  
500 Winter Street  
Jacksonville, FL 32202

January 26, 1993

*J. B. Allred, Director*

*J. T. Williams, Director*

File: 217812(ROA)  
Side Letter No. 2

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Mr. R. A. Lau, Vice President  
Brotherhood of Maintenance of Way Employees  
Associates Lane  
Charlotte, North Carolina 28217

Mr. J. A. Coker, General Chairman  
International Association of Machinists  
and Aerospace Workers  
1642 Fairview Road  
Stockbridge, GA 30281

Mr. N. V. Nihoul, General Chairman  
Atlantic Coast Line Federation  
Brotherhood of Maintenance of Way Employees  
4040 Woodcock Drive, Room 167  
Jacksonville, Florida 32207

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

It is understood and agreed that subsequent to the coordination Carrier may increase the amount of work currently being subcontracted on hydraulic components and production tamper vibrator assemblies; however, no mechanic will be furloughed as a result of this increase.

Very truly yours,

J. B. Alfred  
J. T. Wilbourn

J. A. Coker  
J. A. Coker, Genl. Chrmn., IAM&AW

APPROVED:

*Robert Reynolds*  
R. L. Reynolds, Pres. & Dir.  
Genl. Chrmn., IAM&AW

s/2



RECEIVED

Employee Relations  
500 Water Street - J455  
Jacksonville, FL 32202

APR 14 1993

January 28, 1993

CSX TRANSPORTATION  
EMPLOYEE RELATIONS

File: 217812 (ROA)  
Side Letter No. 3

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Mr. R. L. Elmore, General Chairman  
International Association of Machinists  
and Aerospace Workers, District No. 19  
825 Prather Ridge Road  
Bloomfield, Kentucky 40008

Mr. R. A. Lau, Vice President  
Brotherhood of Maintenance of Way Employees  
Associates Lane  
Charlotte, North Carolina 28217

Mr. J. D. Knight, General Chairman  
Brotherhood of Maintenance of Way Employees  
7411 Merrill Road  
Jacksonville, Florida 32211

Mr. R. P. Branson, General Chairman  
Sheet Metal Workers'  
International Association  
2841 Akron Place, S. E.  
Washington, D.C. 20020

Mr. N. V. Nihoul, General Chairman  
Atlantic Coast Line Federation  
Brotherhood of Maintenance of Way Employees  
4040 Woodcock Drive, Room 167  
Jacksonville, Florida 32207

Mr. J. A. Coker, General Chairman  
International Association of Machinists  
and Aerospace Workers  
1642 Fairview Road  
Stockbridge, GA 30281

Mr. J. W. Pugh, General Chairman  
Brotherhood of Maintenance of Way Employees  
Suite 1-A, Charter Federal Building  
2706 Ogden Road, S. W.  
Roanoke, Virginia 24014

Mr. J. R. Cook, General Chairman  
CSX System Federation  
Brotherhood of Maintenance of Way Employees  
Post Office Box 278  
Manistee, Michigan 49660

Mr. B. L. Watts, General Chairman  
Brotherhood of Maintenance of Way Employees  
General Delivery  
Ina, Illinois 62846

Mr. Jed Dodd, General Chairman  
Brotherhood of Maintenance of Way Employees  
1930 Chestnut Street, Suites 607-609  
Philadelphia, Pennsylvania 19103

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

As a result of several meetings held at various locations throughout the system to explain the relocation benefits associated with the above referenced coordination, there appeared to be some confusion concerning how a Roadway Mechanic could qualify for relocation benefits. It was stated by the Carrier that it was not the intention of Article IX (Relocation Benefits) to deny any benefits to a mechanic who actually moved his residence to a location that would make commuting to/from his assignment more reasonable; however it was also not the

intent of Article IX for the Carrier to pay benefits in instances where the mechanic did not establish a new residence; or instances where a mechanic established residence at a location that had no proximate connection whatsoever to his awarded/assigned position.

In this regard, this will confirm our understanding that the intention of Article IX is to provide benefits described therein to "Field Designated" Mechanics on the Consolidated System Roster (who are awarded/assigned and actually report to the new position) who actually move a distance of fifty (50) miles or more from their present home address (as recorded with the Carrier), and establish a new residence (as evidenced by changing their address with the Carrier on a W-4 form) at a location that is:

- For Regional Mechanics, closer to their assigned headquarters point.
- For System Gang Mechanics, at a location that would be more accessible to the Gang, as shown on the 1993 System Production Schedule, or; to a location that would make travel more convenient to System Gang assignments in the future.

The same guidelines would apply to Mechanics on the Consolidated System Roster who are awarded/assigned to and accept a position initially advertised in the Richmond Shop; the only difference being that their new residence should be located within commuting distance of the Shop.

Very truly yours,

*J. B. Alford*  
*J. T. Williams*

**AGREED:**

\_\_\_\_\_  
R.P. Branson, Genl. Chrmn., SMWIA

\_\_\_\_\_  
J.A. Coker, Genl. Chrmn., IAM&AW

\_\_\_\_\_  
R.L. Elmore, Genl. Chrmn., IAM&AW

\_\_\_\_\_  
J.R. Cook, Genl. Chrmn., BMWE

\_\_\_\_\_  
Mr. Jed Dodd, Genl. Chrmn, BMWE

\_\_\_\_\_  
J.D. Knight, Genl. Chrmn, BMWE

\_\_\_\_\_  
N.V. Nihoul, Genl Chrmn, BMWE



January 8, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*R. D. Hiel, Senior Manager*  
(904) 359-1797

File: 217812 (ROA)  
Letter of Understanding No. 1

Mr. J. W. Pugh, General Chairman  
Brotherhood of Maintenance of Way Employees  
Suite 1-A, Charter Federal Building  
2706 Ogden Road, S. W.  
Roanoke, Virginia 24014

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that at the time the positions are advertised in the coordinated operation, one water service mechanic's position will be established on the former Clinchfield Railroad to handle the duties formerly shared by the various water service mechanics on the Clinchfield Roster. This position will be shown on the Consolidated Roster as a "field" designated position.

The position will only be advertised to water service mechanics currently active on the former Clinchfield Railroad. The successful bidder will receive the New York Dock and EPA protective benefits associated with the coordination as described in the Implementing Agreement.

Very truly yours,

A handwritten signature in cursive script that reads "J. B. Allred".

AGREED:

A handwritten signature in cursive script that reads "J. W. Pugh".  

---

J. W. Pugh, Genl. Chairman

cl1



January 8, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*R. D. Hiel, Senior Manager*  
(904) 359-1797

File: 217812 (ROA)  
Letter of Understanding No. 2

Mr. J. W. Pugh, General Chairman  
Brotherhood of Maintenance of Way Employees  
Suite 1-A, Charter Federal Building  
2706 Ogden Road, S. W.  
Roanoke, Virginia 24014

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that it is not the intent of Article VII, Section F, to deviate from the past practice on the former Clinchfield Railroad of reimbursing mechanics for meals.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. B. Allred".

AGREED:

A handwritten signature in cursive script, appearing to read "J. W. Pugh".  
\_\_\_\_\_  
J. W. Pugh, Gen. Chairman  
cl2



January 8, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*R. D. Hiel, Senior Manager*  
*(904) 359-1797*

File: 217812 (ROA)  
Letter of Understanding No. 3

Mr. J. R. Cook, General Chairman  
CSX System Federation  
Brotherhood of Maintenance of Way Employees  
Post Office Box 278  
Manistee, Michigan 49660

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that the fifty (50) mile restriction regarding eligibility for relocation/real estate benefits (Article IX of the Implementing Agreement) will be waived for any former RF&P Mechanic who is presently assigned to the shop at Fredericksburg, Virginia and who bids and is awarded a position at Richmond, Virginia.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. B. Allred".

AGREED:

A handwritten signature in cursive script, appearing to read "J. R. Cook".  
\_\_\_\_\_  
J. R. Cook, Genl. Chairman

rfp1

January 26, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*J. T. Williams, Director*

File: 217812 (ROA)  
Letter of Understanding No. 4

Mr. R. L. Elmore, General Chairman  
International Association of Machinists  
and Aerospace Workers, District No. 19  
825 Prather Ridge Road  
Bloomfield, Kentucky 40008

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that the two (2) positions presently working at the Nashville Rail Welding Plant will be included in the coordinated operation. This will effectively increase the number of positions to be abolished/advertised to 276. The successful applicants for these positions will be entitled to all of the benefits contained in the Implementing Agreement.

Very truly yours,

*J. B. Allred*  
*J. T. Williams*

AGREED:

*R. L. Elmore*  
R. L. Elmore, Genl. Chairman

APPROVED:

*Robert Reynolds*  
R. L. Reynolds, Pres. & Dir. Gen. Chairman

In1





Employee Relations  
500 Water Street  
Jacksonville, FL 32202

January 26, 1993

*J. B. Allred, Director*

*J. T. Williams, Director*

File: 217812 (ROA)  
Letter of Understanding No. 5

Mr. J. A. Coker, General Chairman  
International Association of Machinists  
and Aerospace Workers  
1642 Fairview Road  
Stockbridge, GA 30281

Mr. R. L. Elmore, General Chairman  
International Association of Machinists  
and Aerospace Workers, District No. 19  
825 Prather Ridge Road  
Bloomfield, Kentucky 40008

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that it is not the intention of this Agreement to conflict with any state/federal laws regarding hours of service for those employees who are required to operate with a Commercial Driver's License (CDL) as a part of their assignment.

Very truly yours,

AGREED:

*J. A. Coker*  
J. A. Coker, Genl. Chairman

*R. L. Elmore*  
R. L. Elmore, Genl. Chairman

APPROVED:

*Robert Reynolds*  
R. L. Reynolds, Pres. & Dir. Gen. Chairman  
In2

*J. B. Allred*  
*J. T. Williams*



January 26, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*J. T. Williams, Director*

File: 217812 (ROA)  
Letter of Understanding No. 6

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that all continuous service with either CSXT, the B&OCT, or the RF&P, will be combined for service related entitlements for any employee on the "Separate List" who accepts a mechanic's position in the coordinated operation.

Very truly yours,

*J. B. Allred*  
*J. T. Williams*

AGREED:

*Robert Reynolds*  
R. L. Reynolds, Pres. Dir.  
General Chairman

ma6



January 27, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*J. T. Williams, Director*

File: 217812 (ROA)  
Letter of Understanding No. 7

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that in the event that all of the advertised voluntary separation offers are not accepted the parties will meet to discuss additional positions to be established. The number to be established will be the difference between the number of separations offered (22) and the number accepted.

No mechanic will suffer a monetary loss as the result of a delay in establishing additional positions.

Very truly yours,

*J. B. Allred*  
*J. T. Williams*

AGREED:

*Robert Reynolds*  
R. L. Reynolds, Pres. Dir.  
General Chairman

ma7



January 27, 1993

Employee Relations  
500 Water Street  
Jacksonville, FL 32202

*J. B. Allred, Director*

*J. T. Williams, Director*

File: 217812 (ROA)  
Letter of Understanding No. 8

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman  
International Association of Machinists  
and Aerospace Workers, Dist. Lodge No. 19  
111 Park Road  
Paducah, Kentucky 42003

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that in the event that the proposed draft Agreement between CSXT, Inc. and the IAM&AW is ratified and signed in its present form, it will replace the former C&O Railway Agreement (Chesapeake District, reprinted June 1, 1969) for IAM&AW represented employees working under this coordination.

Should there be any significant changes made to the draft Agreement, the parties will meet to determine what effect, if any, those changes would have on the coordinated operation.

Very truly yours,

*J. B. Allred*  
*J. T. Williams*

AGREED:

*Robert Reynolds*  
R. L. Reynolds, Pres. Dir.  
General Chairman

ma8



Labor Relations Department  
500 Water Street, J-455  
Jacksonville, FL 32202

J. H. Wilson, Senior Director  
K. L. Mason, Director  
N. V. Nihoul, Manager  
904 - 359-1208

May 1, 2002

File: 2178-12 CSXT

Mr. R. L. Elmore, General Chairman  
IAM&AW District  
825 Prather Ridge Road  
Bloomfield, KY. 40008

Mr. R. G. Fink, General Chairman  
IAM&AW  
Post Office Box 324  
201 Cumberland Street  
Wartburg, Tennessee 37887

Gentlemen:

This will confirm our meeting on February 13, 2002 in Richmond, Virginia to discuss the Organization's claims regarding what has been referred to as "Sick Leave" and/or "Sick Days" on the former CSXT properties, specifically the C&O, L&N and SCL, as these properties are referred to in CSXT Labor Agreement 12-126-92.

In settlement of all outstanding disputes concerning the existence of the above referred to days, as this subject pertains only to those Engineering Department monthly rated traveling Roadway Mechanics who are represented by the International Association of Machinists and Aerospace Workers, who were employed by the Carrier on January 29, 1993, and initially covered by CSXT Labor Agreement No. 12-126-92, we have discussed and agreed to the following.

Former C&O monthly rated Motor Car Mechanics who are entitled to a maximum of ten (10) sick days\* per calendar year are:

<u>Name</u>	<u>ID Number</u>	<u>Name</u>	<u>ID Number</u>
J. A. Boone	612187	C. C. Nelson	082757
H. L. Arnold	612023	W. A. Hall	618084
A. N. Edds	618625	W. L. Phillips	086803
K. E. Myles	606919	T. D. Cunningham	615341
M. K. Mullins	619879	R. D. Dillon	620387
N. L. Webb	618856	J. A. McCallister	620102
A. E. Taylor	625491	K. L. Merritt	621529
T. Gilkerson	626419	R. J. Davenport	611924
R. E. Leadingham	618908	C. D. Forson	621248
J. E. Morgan, Jr.	627277	F. D. Henderson	625277

\* Originally intended for employees assigned to a 5-day a week 8-hour a day assignment. Employees assigned to a 4-day a week 10-hour a day assignment will receive a maximum of eight (8) such days per year.

Messers. Elmore and Fink  
May 1, 2002  
2178-12 ROA  
Page 2.

All other IAM&AW represented Roadway Mechanics who were initially affected by the conditions of CSXT Labor Agreement 12-126-92 will be entitled to a maximum of four (4) such days per calendar year provided the following conditions are met.

1. The four (4) days each calendar year, when used, will be taken between January 1 and December 31 of such year. Unused days are not carried over under any circumstances.
2. Sick days are to be used for medical emergencies and personal illness. It is not the intent of the parties to apply these sick days for preventative health visits or routine medical exams; however, if employees who are entitled to these sick days make an effort to schedule such visits on their rest days but are unable to do so they shall be entitled to request such day(s) for such purpose.
3. Each employee who intends to claim such day(s) is to report off as sick to his immediate supervisor and if suspected of abuse may be required to furnish prima facie evidence.

As was further discussed during our conference, the Carrier recognizes that there may be an occasional request with extenuating circumstances. In the case of such request for sick day(s), the General Chairman and the Highest Designated Officer of the Carrier will mutually determine the employee's eligibility. It is also understood that this clarification will become effective retro active to January 1, 2002.

If the above clearly reflects our mutual understanding regarding this matter please so indicate by signing in the space provided below. Once I receive an executed copy of this document I will arrange to have its contents applied accordingly.

Very truly yours,

*J. H. Wilson*

Senior Director - Labor Relations

s/ R. L. Elmore  
R. L. Elmore, General Chairman

s/ R. G. Fink  
R. G. Fink, General Chairman

cc: Mr. R. B. Stevens, Assistant Chief Engineer Roadway Equipment J-350



EMPLOYEE RELATIONS

March 1, 1999

MAR 19 1999

A. R. Males, Director  
M. K. Dougherty, Manager  
(904) 359-7564

File: 507016M

Mr. R. L. Reynolds  
President & Directing General Chairman  
District Lodge No. 19  
International Association of Machinists  
and Aerospace Workers  
111 Park Road  
Paducah, Kentucky 42003

Dear Sir:

Effective March 1, 1999, this amends Agreement Rule 26  
(Seniority) to add the following:

*As between two or more new hirees establishing seniority on the same date and time, their preferential seniority ranking will be determined by their date of birth (oldest first), subject to the following qualification.*

*As between a new hiree and any employee (furloughed or working) transferring from another seniority district on the Carrier in the same craft and establishing seniority at the same time on the same date, preference in seniority ranking will be given to the employee who is transferring.*

Very truly yours,

A. R. Males  
Director Employee Relations

I CONCUR:

R. L. Reynolds  
President & Directing General Chairman  
IAM&AW



Labor Relations Department

J. H. Wilson, Senior Director  
K. L. Mason, Director  
N. V. Nihoul, Manager  
904 - 359-1208

500 Water Street - J-455  
Jacksonville, FL 32202

June 19, 2000

File: 2178-12 ROA

Mr. J. A. Coker, General Chairman  
IAM&AW  
1642 Fairview Road  
Stockbridge, GA 30281

Mr. R. L. Elmore, General Chairman  
IAM&AW District  
825 Prather Ridge Road  
Bloomfield, KY. 40008

Gentlemen:

This will confirm our conversations last week regarding the July 4, 2000 holiday. Since the July 4 holiday falls on a Tuesday this year, it does not seem practicable to have our employees report for duty on Sunday or Monday, work one or two days, be off on Tuesday and report back on Wednesday for the conclusion of their work week.

We have been advised that all System Production Teams working either Sundays through Wednesdays or Mondays through Thursdays, this year will work through the Tuesday, July 4, 2000 holiday and observe their holiday at the end of their respective workweek. Specifically, Sunday through Wednesday teams will work Sunday, July 2, Monday, July 3, and Tuesday, July 4 as normal straight time days, with Wednesday, July 5 being observed as a paid holiday. Similarly, Monday through Thursday teams will work Monday, July 3, Tuesday, July 4, and Wednesday, July 5, as normal straight time days with Thursday, July 6 being observed as the holiday. We feel that observing this schedule will offer all employees a better opportunity to have quality time at home in observance of the holiday.

As we discussed, the trading of the days as stated above is completely voluntary, and no employee is obligated to observe the changed schedule. However, if the employee so chooses, the trading of the days will be done on a straight time basis, with the additional understanding that for those employees who observe this schedule, the holiday qualifying days will adjust accordingly.

If the above does not correctly reflect your understanding of the matter, please advise.

Very truly yours,

*J. H. Wilson*

Senior Director - Labor Relations

Cc: Mr. C. G. McMahon, Assistant Chief Engineer Roadway Equipment





Labor Relations Department

J. H. Wilson, Senior Director  
K. L. Mason, Director  
N. V. Nihoul, Manager  
904 - 359-1208

LABOR RELATIONS  
SEP 07 2000

500 Water Street, J-455  
Jacksonville, FL 32202

June 19, 2000

File: 2178-12 ROA

Mr. J. A. Coker, General Chairman  
IAM&AW  
1642 Fairview Road  
Stockbridge, GA 30281

Mr. R. L. Elmore, General Chairman  
IAM&AW  
825 Prather Ridge Road  
Bloomfield, KY. 40008

Gentlemen:

This will confirm our conversation and understanding last week regarding the need to occasionally alter the workweek of System Production Teams at various times during the production season.

As has been our practice, when it becomes necessary to alter the bulletined workweek of such System Production Team(s), System Gang Mechanic(s), as referred to in Article VIII of CSXT Labor Agreement No. 12-126-92, dated January 29, 1993, will be compensated in the following manner. On the first day of the schedule change each Mechanic, assigned by bulletin to the affected System Production Team, will be compensated at his/her appropriate time and one-half rate of pay for the day worked. Additionally, at the conclusion of the schedule change, when reverting back to the originally bulletined workweek, each Mechanic, assigned by bulletin to the affected System Production Team, will be compensated at his/her appropriate time and one-half rate of pay for the first day worked back on the original schedule.

Except for emergencies, affected Mechanic(s) will be afforded, at minimum, five (5) days advance notice of the schedule change. It is understood that if the change in schedule is for longer than thirty (30) calendar days, the assigned Mechanic(s) can request, in writing, that his/her position be abolished. Such requests will be made to the Director Labor Relations.

If the above confirms our understanding, please affix your respective signatures in the space provided below, returning one copy for our files.

Very truly yours,

*J. H. Wilson*

Senior Director - Labor Relations

*James A. Coker*  
James A. Coker, General Chairman

*Roger L. Elmore*  
Roger L. Elmore, General Chairman



Labor Relations Department

500 Water Street, J-455  
Jacksonville, FL 32202

J. H. Wilson, Senior Director  
K. L. Mason, Director  
N. V. Nihoul, Manager  
(904) 359-1208

August 9, 2001

File: 2178 - 12 CSXT

Mr. Richard P. Branson,  
Assistant Directing General Chairman  
Sheet Metal Workers' International Association  
2481 Akron Place, SE  
Washington, DC 20020

Dear Mr. Branson:

This will serve to confirm our discussions regarding the application of the controlling agreement as addressed in Article III A of CSXT Labor Agreement No. 12-126-92. As you are aware, CSXT Labor Agreement No. 12-126-92 dealt with the coordination of Engineering Department equipment repair work throughout CSXT's system.

As we discussed, it is our collective desire that effective with the date of signing, as indicated below, that the controlling agreement regarding Roadway Mechanics, currently referred to in Article III as the IAM&AW former C&O Railway Company Agreement (Chesapeake District, reprint June 1, 1969) will be replaced with the Agreement between CSX Transportation, Inc., and its Employees represented by the International Association of Machinists and Aerospace Workers (District No. 19) effective October 1, 1994.

If this clearly reflects our understanding, please indicate by affixing your signature in the space provided below, including the date, returning same to this office for distribution.

Very truly yours,

*J. H. Wilson*

Senior Director - Labor Relations

R. P. Branson, Assistant Directing General Chairman  
Sheet Metal Workers' International Association

8/23/01  
(date)

**AGREEMENT**  
**BETWEEN**  
**THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION OF THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**AND**  
**CSX TRANSPORTATION, INC.**

Effective January 15, 2006 Roadway Equipment Repairmen (Mechanics) represented by the System Federations or Divisions of the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters, identified below, will no longer perform work under the IAM&AW and former C&O Railway Company Agreement (Chesapeake District, reprinted June 1, 1969), but will instead perform work under the Agreement between CSX Transportation, Inc. and its employees represented by the International Association of Machinists and Aerospace Workers (District No. 19) dated October 1, 1994. The BMWED recognizes that it will not be party to any future negotiations concerning the IAM&AW Agreement (District No. 19) dated October 1, 1994. However, CSXT agrees that it will not diminish in any way the current seniority rights of the BMWED Roadway Equipment Repairmen, or alter the current structure of the governing seniority rosters as previously established without agreement with the BMWED. CSXT further recognizes that this agreement will in no way diminish the fact that the BMWED Roadway Equipment Repairmen (Mechanics) will continue to be represented by the various BMWED/IBT Federations or Divisions providing representation prior to this agreement.

In consideration for this agreement, the following conditions will apply:

- 1) BMWED Mechanics will be placed under the daily meal allowance per diem under the same terms and conditions as the IAM represented Mechanics (reproduced as attachment A )
- 2) BMWED Mechanics will receive the same pay, including any skill or pay differentials currently, or subsequently provided mechanics covered under the IAM & AW National Agreement, the October 1, 1994 IAM & AW Agreement, or any subsequent agreement or arrangement effecting the IAM & AW mechanic's pay rates.

3) BMWED Mechanics will receive a one-time lump sum payment in the amount of \$1500.00, which will be disbursed within 30 days of the date of this Agreement. In consideration of this payment CSXT and the BMWED agree that the dispute over back pay for the .25 differential pay for BMWED represented mechanics will be considered settled and may no longer be referred to by either party.

This agreement is effective this the 16th day of January 2006.

For the Organization:


For the Carrier,



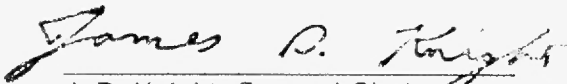
E. R. Brassell, General Chairman  
Allied Eastern Federation - BMEWD



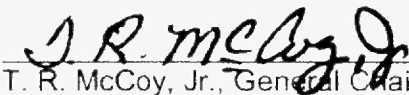
J. H. Wilson, Director  
CSX Transportation



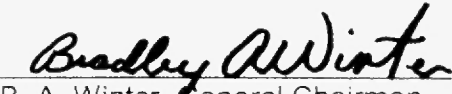
Ted Dodd, General Chairman  
Pennsylvania Federation - BMWED



J. D. Knight, General Chairman  
Seaboard Federation - BMWE



T. R. McCoy, Jr., General Chairman  
Affiliated System Federation - BMWED



B. A. Winter, General Chairman  
Consolidated Rail System Federation - BMWE

Attachment

File: 2178-12

**Agreement Between**  
**CSX Transportation, Inc.**  
**and their employees represented by the**  
**International Association of Machinists and Aerospace Workers,**  
**and the**  
**Sheet Metal Workers' International Association**

**Whereas**, the above-identified parties desire to amend certain provisions of the CSXT Labor Agreement No. 12-126-92 to provide expedited reimbursement of meal expenses for Carrier employees represented by the Organizations signatory hereto who are in the service of the Engineering Department for the purpose of repairing and maintaining work equipment;

**It is hereby agreed:**

**Section I**

The provisions of Articles VII and VIII of CSXT Labor Agreement No. 12-126-92 pertaining to reimbursement of meal expenses are hereby modified to provide that effective (as referenced in Section IV Para. i), Regional Mechanics, System Gang Mechanics and Regional Mechanics assigned to assist System Teams shall be paid a daily meal per diem in the amount of \$25.00 per day instead of actual and necessary meal expenses.

The Regional Mechanics, System Gang Mechanics and Regional Mechanics assigned to assist System Teams shall continue to be reimbursed for all other allowed actual and necessary expenses.

**Section II**

Regional Mechanics shall be paid the meal per diem for each workday while working away from their headquarters.

System Gang Mechanics shall be paid the per diem on the basis of seven (7) days each week. This per diem will not be paid on days an employee is absent from work. An employee who is absent on the last work day preceding his assigned rest days and/or the first work day following his assigned rest days will not have his meal allowance additionally reduced for his rest days. However, if an employee is absent the entire workweek, no meal per diem will be payable for the seven day period.

Per diem shall not be paid for vacation periods.

### Section III – Per Diem Adjustments

The per diem payment provided for shall be subject to revision each January 1st. The increase or decrease to be made in such per diem allowance at the expiration of each such 12-month period shall be based on seven (7) cents per each point of increase or decrease as may be reflected by the Cost-of-Living Index for all Items (1967=100) United States City Average For Urban Wage Earners and Clerical Employees issued by the Bureau of Labor Statistics which is received by the time the revision is due. Five-tenths (.5) of a point or more will be considered a whole point in the computation. Less than five-tenths (.5) of a point will be dropped in the computation.

### Section IV – General Provisions

- i. The per diem referred to herein shall become effective no later than at the beginning of the second full pay cycle following the date that this agreement is executed by the parties.
- ii. For convenience, all references 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 gender and the feminine gender.
- iii. This agreement will remain in effect until modified by mutual agreement of the parties signatory hereto or in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE ORGANIZATIONS:

*Ronald G. Fink*

R. G. Fink, General Chairman IAM&AW

*Larry Crawford*

L. Crawford, General Chairman SMWIA

FOR THE CARRIER:

*J. H. Wilson 3/24/05*  
J. H. Wilson, Dir. Labor Relations

cc: 6178-12 ROA  
3038

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**and their employees represented by the**  
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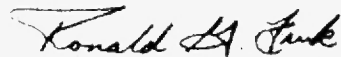
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FOR THE ORGANIZATIONS:



R. G. Fink, General Chairman IAM&AW



L. Crawford, General Chairman SMWIA

FOR THE CARRIER:

 3/24/05  
J. H. Wilson, Dir. Labor Relations

cc: 6178-12 ROA  
3038





J. C. Amidon, Director  
N. V. Nibbel, Manager  
904-359-1308

Labor Relations Department  
500 Water Street, J-455  
Jacksonville, FL 32202

December 14, 2007

File: 3083-12

CSX Transportation Labor Agreement No. 16M-001-05

Mr. R. G. Fink, General Chairman  
IAM&AW – District Lodge 19  
Post Office Box 279  
9502 Petros Highway  
Petros, Tennessee 37845

Mr. L. Crawford, General Chairman  
SMWIA  
6322 Hacklebarney Road  
Blackshear, Georgia

Gentlemen:


As information, and in accordance with the applicable provisions of CSX Transportation Labor Agreement No. 16M-001-05, as quoted below, the November 2006 BLS Index was 586.1; the November 2007 BLS Index is 613.287. The difference between the November 2007 and the November 2006 indices yield an increase of 27 (rounded). This increase is multiplied by \$0.07 per point as provided in the Agreements, and yields a \$1.89 Cost-of-Living Adjustment (COLA).

**"Section III – Per Diem Adjustments**

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Accordingly, effective January 1, 2008, the per diem allowance payable under applicable provisions of the Agreement will be increased by the COLA from the present \$27.10 to \$28.99.

Very truly yours,

  
Director – Labor Relations

cc: Mr. D. L. Robey, Assistant Chief Engineer Roadway Equipment – J350



Labor Relations Department  
500 Water Street - J455  
Jacksonville, FL 32202

J. C. Amidon, Director  
N. V. Nihoul, Manager  
(904) 359-1208

**SENT VIA FACSIMILIE TRANSMISSION AND U. S. MAIL**

December 18, 2007

File: 3083-12  
CSX Transportation Labor Agreement No. 16M-001-05

Mr. D. R. Albers, General Chairman  
Allied Eastern Federation  
114 Canfield Place – Unit A8  
Hendersonville, Tennessee 37075

Mr. J. D. Knight, General Chairman  
Seaboard Federation  
2153 Broadwater Drive  
Jacksonville, Florida 32225

Mr. G. L. Cox, General Chairman  
Southern System Division  
800 Concord Road  
P. O. Box 24068  
Knoxville, Tennessee 37933-2068

Mr. T. R. McCoy, General Chairman  
Affiliated System Federation  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
121 N. Broad Street – Suite 503  
Philadelphia, Pennsylvania 19107

Mr. B. A. Winter, General Chairman  
Consolidated Rail System Federation  
58 Grand Lake Drive  
Port Clinton, Ohio 43452

Mr. S. A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
Post Office Box 138  
Mansfield, MA. 02048-0138

Gentlemen:

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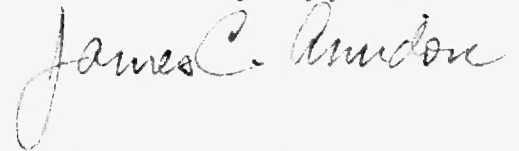
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Very truly yours,

A handwritten signature in cursive script, reading "James C. Anderson".

Director - Labor Relations

cc: Mr. J. R. Cook, Vice President - BMW  
Mr. D. J. Murphy, Director Operations Support - J350  
Mr. D. L. McCarty, Jr., Manager System Production Teams Operations - J 350  
LR Managers (Engineering)  
Payroll Non-Operating Craft