

**CSXT LABOR AGREEMENT 1-016-96  
MEMORANDUM OF AGREEMENT  
BETWEEN  
CSX TRANSPORTATION, INC.  
AND ITS EMPLOYEES REPRESENTED BY  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
(FORMER A&WP/W OF A, C&EI, C&O(PROPER),  
CLINCHFIELD, L&N, MONON)**

IT IS AGREED:

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

A&WP (inc. Road and Yard Prior Rights)

Big Sandy/Lex/Lvllle Consolidated (inc. Big Sandy and Lex/Lvllle Prior Rights)

C&EI Consolidated (inc. Danville and CD/Eastern Prior Rights)

Chattanooga Terminal

Cincinnati - Chicago

Cincinnati - Northern

Clinchfield

Consolidated MD/SD (inc. HO and SD Prior Rights)

Consolidated LCL/LHSTL (inc. LCL and LH&STL Prior Rights)

Consolidated Mainstem (inc. MS1 and MS2 Prior Rights)

Consolidated MLS, P&N, Clarkeville, N&C (inc. N&C, MLS, P&M Prior Rights)

Consolidated Virginia (inc. James River/Mountain, Piedmont/Washington, Peninsula and Rivanna Prior Rights)

Cumberland Valley

Eastern Kentucky

Hinton

Huntington

K&A

ED

Kentucky

M&M

Monon North

Monon South

Nashville Terminal

N&D

NO&M

NF&G

PD

SNA Consolidated (inc. Alabama Min., Birmingham Min., 8NA North and SNA South Prior Rights

W&A

## **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 Western Lines Consolidated District (WLC 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 WLC 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 Engineer on the WLC 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 WLC 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 WLC 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 WLC 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.

C. An Engineer shall have the right to protest his initial placement on the WLC 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. RICHMOND ZONE

C&O west to Clifton Forge Terminal, East to Newport News and Richmond Terminal.

2. HINTON ZONE

Hinton east to but not including Clifton Forge Terminal. Hinton west to but not including Handley, which includes the NF&G and New River Coal Fields.

3. RUSSELL ZONE

Russell to Handley. To, but not including Columbus, to but not including Cincinnati.

4. LAFAYETTE ZONE

Danville north to but not including Chicago Terminal, Lafayette north and south to but not including Indianapolis. Decatur to Hillsdale.

5. EVANSVILLE ZONE

Evansville to but not including Danville, to but not including Nashville and west on the St. Louis Sub. Includes SD rights on Illinois Sub.

6. LOUISVILLE ZONE

Louisville to but not including Nashville, to but not including Cincinnati, to but not including Ravenna, and to but not including Washington.

7. CORBIN ZONE

Corbin to Cincinnati, to but not including Etowah, to but not including Hazard, and to Loyall. Includes C&O equity positions at Lexington and Winchester.

8. ERWIN ZONE

Erwin to but not including Bostic/Spartanburg, to but not including Loyall, to but not including Russell, and Hazard to Big Sandy Subdivision.

9. ATLANTA ZONE

Atlanta Terminal and north to Etowah and north to but not including Chattanooga.

10. MONTGOMERY ZONE

Montgomery to but not including Atlanta, to but not including Mobile and to Myrtlewood.

Inclusions: Montgomery Zone Engineers will have running rights between

Flomaton and Pensacola to operate into Pensacola Terminal.

11. NASHVILLE

Nashville Terminal, south to Chattanooga, north to Memphis, and south to end of track toward Spring Hill.

12. BIRMINGHAM ZONE

Birmingham to but not including Montgomery, to but not including Nashville, and to Gadsden.

13. MOBILE ZONE

Mobile to New Orleans. Pensacola to Mobile (via running rights from Flomaton to Mobile), and Pensacola to Chattahoochee.

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 WLC District seniority,

C. Consolidated Rights Engineers may exercise seniority to any position within the zone that they are working based on their WLC 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 WLC 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 WLC 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 (2) 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 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 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.

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FOR THE BROTHERHOOD OF  
TRANSPORTATION, INC.:

FOR CSX

LOCOMOTIVE ENGINEERS:

General Chairman  
Relations

Director Employee

Director Employee Relations