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SENT VIA FACSIMILE TRANSMISSION AND U. S. MAIL

February 23, 2011

File: 6018-12 CSXT
Amendment to Appendix
S, Sections 1, 2, 4 and 5

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Seaboard Federation
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Mr. Jed Dodd, General Chairman
Pennsylvania Federation
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4486 Emerson Road
South Euclid, Ohio 44121

Mr. S. A. Hurlburt, Jr., General Chairman
Northeastern System Federation
135 Mick Lane
Oneonta, New York 13820-4316

Gentlemen:

This will serve to confirm that the parties have discussed the application of district seniority and how that seniority applies for the assignment of and displacement to positions on System Production Gangs (SPGs); and,

Accordingly, the parties are agreeable to modify the provisions of the Arbitrated Agreement between CSX Transportation, Inc., and the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters, (Arbitrated Agreement) such that the method of assignment to SPG positions and the displacement rights of employees to SPG positions, effective with the assignment of positions for the 2012 production season and beyond, shall be governed by Service Lane Work Territories (SLWTs).

In order to facilitate the above, the parties recognize that changes to the Arbitrated Agreement are necessary to effectuate these changes and therefore, it is understood and agreed that the below Sections of the Arbitrated Agreement will be amended as shown below.

Section 1 – SPG Roster (Amended 9/28/93, 6/1/99 and 2/23/11)

- A. All employees subject to this agreement presently holding seniority on a BMW Track Sub department Foreman, Assistant Foreman, Machine Operator or Track Laborer (including Track Repairmen, Trackmen, etc.) Service Lane Work Territory (SLWT) bid/bump list shall be listed on a “SPG Roster” consistent with their classification in the order of their earliest seniority in that classification. The SPG Rosters will at a minimum list the employee’s name, CSX Identification Number, his seniority date in the classification and the home SLWT bid/bump list his ranking on the SPG is based upon. (Amended 2/23/11)
- B. Where two or more employees have the same Trackman’s seniority date they shall be ranked and listed in alphabetical order of their surnames on the SPG Trackman’s seniority roster. Employees with the same seniority dates in any of the other classifications listed above shall be ranked in the same order as they appear on the SPG Trackman’s seniority roster. (Amended 9/28/93)
- C. Employees who are assigned by bulletin to a SPG position in a classification, in which they were not previously listed on a SPG Roster, will have their names added to the SPG Roster corresponding to that classification as of the date assigned by bulletin. Employees assigned on the same date will be listed in the same relative order as they appear on the SPG Trackman’s seniority roster. Employees placed on such rosters will also establish seniority on the equivalent roster under his home seniority district roster and associated SLWT bid/bump list. (Amended 9/28/93, 6/1/99 and 2/23/11)
- D. In the event a position on a SPG is filled by a new hire, including those employees holding BMW seniority in other than the Track Sub department, and that new hire is not rejected in writing within sixty (60) calendar days after first performing service, then such new hire will have his name placed on the SPG Roster in the classification in which he was hired, as of the first day worked, as well as establishing seniority in that classification on the seniority district of his choice provided he does so in writing to the Director Employee Relations no later than sixty (60) days after establishing SPG seniority. If such election is not timely made he will establish seniority on the roster in the classification nearest his place of residence as indicated by payroll records.

Section 2 – Bulletining and Filling SPG Positions (Amended 9/28/93)

- A. Inasmuch as multiple gangs and positions will be bulletined at the same time, employees shall have the right to bid on any, or all of such positions on such bulletins, by indicating on the application their preference in order of the positions desired. The bid form facilitating this process is attached hereto as Attachment “A.”
- B. Bulletins for all SPG forces will be posted at all headquarters and reporting locations of the employees subject to this agreement, not later than November 10th of each year. Copies will be mailed to all General Chairmen, Local Chairmen, and Foremen in the Track Sub department. The General Chairmen will be furnished their copies at least one week in advance of general

distribution. Copies of the annual bulletin for SPG positions will also be promptly mailed to all employees subject to this agreement, active and furloughed. (Amended 9/28/93)

- C. All SPG positions, regardless of when the gangs commence work, will be bulletined annually for a period of not less than twenty (20) calendar days in the month of November and assignments will be made by December 15 of the year in which the SPG positions are bulletined. (Amended 9/28/93)
- D. Positions on SPGs will be awarded in the following order:
 - 1. i. To the senior employee holding SPG seniority in the classification bulletined who has seniority in the classification on one of the SLWT bid/bump lists over which the SPG is programmed to work. (Amended 2/23/11)
 - ii. Before awarding positions pursuant to Section 2. D. 2, refer to Section 28 of this agreement.
 - 2. i. To the senior employee holding SPG seniority in the classification bulletined, but who does not hold seniority on one of the SLWTs over which the SPG is programmed to work. (Amended 2/23/11)
 - ii. Before awarding positions pursuant to Section 2. D. 3, refer to Section 28 of this agreement.
 - 3. Failing to fill the position in accordance with Section 2(D)(1) or (D)(2) above, the position will be filled from the lower successive classes following the same principles contained therein.
 - 4. With respect to bulletins for machines or categories of machines listed in Section 25, the classification shall be the machine or category of machines listed in the bulletin.

An award bulletin containing the name of the successful applicant will be posted at all bulletin board and reporting locations, with copies furnished to the successful applicant, the General Chairmen and the Local Chairmen.

- E. Failing to fill any SPG position in accordance with Section 2(D)(1), (D)(2) or (D)(3) above, the Carrier shall offer the position to furloughed BMW employees not subject to this agreement prior to the employment of new hires.
- F. Employees assigned by bulletin to SPG positions on which not previously qualified, will be afforded training and be furnished all related materials involving the position in order to qualify. All employees shall be given equal access to training and training materials. Employees assigned to such positions will be given the maximum of forty-five (45) calendar days after being assigned in which to qualify, but an employee who fails to show sufficient aptitude may be disqualified in writing at any time during the qualification period. An employee not disqualified during such forty-five (45) calendar day period will be considered qualified. An employee who is disqualified within said forty-five (45) calendar day period, may, within ten (10) calendar days from the date of disqualification, request an unjust treatment hearing at which the carrier must establish the employee failed to show sufficient aptitude and/or the employee may file a claim or grievance in accordance with this agreement.

Section 4 – Filling Vacancies Pending Bulletining and Assignment


- A. All Foreman, Assistant Foreman and Machine Operator vacancies filled temporarily, including positions on machines or categories of machines listed in Section 25, pending assignment by bulletin, shall be filled as follows:
1. By offering the position in seniority order to the employees who are working on the SPG where such vacancy exists, and who are listed on the SPG Roster in the classification in which the vacancy exists, and who are not occupying a position within that classification or any higher classification.
 2. Failing to fill vacancies in accordance with (1) above, the position shall be offered in seniority order to the employees who are working on the gang where the vacancy exists, who are listed on the SPG Track Laborers Roster.
- B. All Track Laborer vacancies filled temporarily pending assignment by bulletin shall be filled by offering the position in seniority order to furloughed employees on the SLWT where the gang is working when the vacancy occurs, who are listed on the SPG Track Laborer Roster. (Amended 2/23/11)

Section 5 – Form of Bulletin (Amended 9/28/93)

All bulletins advertising SPG positions shall specify the gang designation, that lodging will be provided by the Carrier and the initial lodging location, the starting time on the first day of work, the tentative starting date and reporting location, the initial assigned rest days, the position, and rate of pay of the position. The bulletins advertising SPG positions will identify a proposed schedule of the work to be performed by the particular SPG, and the SLWTs over which the work is programmed. The bulletin will also identify the approximate length of time the gang is scheduled to work. In addition to the bulletin, the Carrier will publish and distribute with the bulletin a map depicting the SLWTs over which each gang is scheduled to work, as well as a cross-reference listing of all of the SLWTs, seniority districts and the gangs scheduled to work on each SLWT. (Amended 9/28/93 and 2/23/11)

If the above clearly reflects the parties understanding please affix your signatures in the space provided below, returning one copy to this office for appropriate distribution and file. Further, it is agreed that any future reprints of the June 1, 1999 System Agreement will contain the amended language in Appendix S with a notation indicating the date of modification.

Yours truly,



Noel V. Nihoul
Director Employee Relations

FOR THE ORGANIZATION
WE CONCUR:

Dennis Albers, General Chairman

James D. Knight, General Chairman

Gary Cox, General Chairman

Jed Dodd, General Chairman

T. J. Nemeth, General Chairman

Stuart A. Hurlburt, Jr., General Chairman

T. R. McCoy, Jr., General Chairman

AGREED:

 *pending ratification*

J. R. Cook, Vice President