

CSXT AGREEMENT NO. 15-018-16

**AGREEMENT BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES REPRESENTED BY**

**THE
BROTHERHOOD OF RAILROAD SIGNALMEN**

WHEREAS, CSX Transportation Inc. ("CSXT") by letter dated December 4, 2012 expressed interest in engaging in voluntary negotiations to consolidate existing agreements and territories prior to considering the process described in the New York Dock conditions; and,

WHEREAS, the parties met and engaged in voluntary bargaining from January 2013 to August 2015 in accordance with CSXT Labor Agreement 15-016-13 dated February 27, 2013 as extended. This agreement terminated on January 4, 2016, when CSXT's cancellation notice issued under its terms became effective. The parties subsequently met with the assistance of the National Mediation Board (NMB) and jointly agreed to engage in the Alternative Dispute Resolution process (ADR) with a mediator from the NMB. The parties signed a Mediation- Arbitration Process Agreement on May 24, 2016, and met from May 24 through May 26, 2016 with an arbitrator in effort to resolve remaining differences and receive assistance and recommendations about final resolution; and,

WHEREAS, CSXT and BRS reached voluntary agreement on May 26, 2016 to combine eleven (11) collective bargaining agreements (former B&O, B&OCT, C&EI, C&O, C&OPM, Clinchfield, CSXTN, L&N, Monon, RF&P, SCL) into five Agreements (the SCL, L&N, C&O- Chesapeake District, B&O, CSXTN Agreements) (hereinafter referred to as the "Agreements") containing an agreed to set of Uniform Rules, and a three Region construction arrangement under terms contained in this Agreement, and kept existing rules except as replaced or amended by Uniform Rules and terms herein; and, by Uniform Rules and terms herein; and,

IT IS THEREFORE AGREED:

CONSOLIDATION OF AGREEMENTS

The **SCL Agreement** shall apply to the former properties of the SCL, Clinchfield and RF&P, with a single consolidated Seniority District. The former SCL,

Clinchfield and RF&P territories shall each become a separate Prior Rights District. Each employee on the former SCL, Clinchfield and RF&P on the effective date of this agreement shall be designated with a Prior Right, in seniority order, to his/her respective Prior Rights District (which is the territory of the employee's respective component property). Employees hired after the effective date shall be listed on the bottom of the SCL Roster and will have no prior rights created by this Agreement.

The **L&N Agreement** shall apply to the former properties of the L&N and C&EI, with C&EI added as a new Seniority District that is separate from the existing L&N Districts. Each employee on the former C&EI on the effective date of this agreement shall carry his/her seniority to the new C&EI Seniority District. Employees hired after the effective date shall be listed on the bottom of the roster for the district they were hired on.

The **C&O Agreement** shall apply to the former properties of the C&O-CD, C&OPM and B&OCT, with C&OPM and B&OCT added as new Seniority Districts that are separate from the existing C&O Districts. Each employee on the former C&OPM and B&OCT on the effective date of this agreement shall carry his/her seniority to his/her respective new Seniority District (which is the territory of the employee's respective former component property). Employees hired after the effective date shall be listed on the bottom of the roster for the district they were hired on.

The **CSXTN Agreement** shall apply to the former properties of the CSXTN and the Monon, with the Monon added to the CSXTN Western Seniority Region. The former CSXTN Western Region and the Monon shall each become a separate Prior Rights District. Each employee on the former CSXTN Western Region and the Monon on the effective date of this agreement shall be designated with a Prior Right, in seniority order, to his/her respective Prior Rights District (which is the territory of the employee's respective former component property or district). Employees hired after the effective date shall be listed on the bottom of the CSXTN Western or Eastern Region Roster (as the case may be) and will have no prior rights created by this Agreement.

The **B&O Agreement** shall apply to the existing territory of the B&O, without change to existing seniority provisions.

The new Agreements shall not affect Prior Rights held by an employee on the effective date of this Agreement (for example, the A&WP that previously merged into SCL).

The initial seniority rosters shall be jointly developed in accordance with the above principles and attached as Attachment D.

Wherever necessary, the above referenced Rosters will be established by dovetailing the seniority of employees covered by each of the Agreements (SCL, C&O-CD, CSXTN L&N) as of the date of this Agreement using the employee's earliest date of hire on a property or component property covered by such Agreement. In integrating seniority rosters, when two or more employees have the same seniority date, they will be ranked and listed by order of application for employment and then

by earlier birth date without regard to year (See Uniform Rule 15).

SECTION 1 - SCOPE

- A. The Scope Rules of the five Agreements shall be retained, provided that the Scope Rules of the SCL, L&N, C&O, and CSXTN Agreements shall be amended to reflect the fact that communications work and, in the case of the former Clinchfield and C&EI, electrical work, fall under the scope rules of former properties consolidated under the SCL, L&N, C&O and CSXTN Agreements as agreed in the Tentative Agreement terms of May 26, 2016. Each of the Agreements shall list the existing Scope Rule as Rule 1, Section 1, followed by the Scope Rule of any former component property(ies) merged into the Agreement, as Section 2 (or 3). The Scope Rule Section for each of the five (5) Agreements is attached as Attachment B-1 through B-5.
- B. The provisions of Attachment A, Section 2 to CSXT Labor Agreement 15- 063-10 shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.
- C. The following Saving Clause shall be added at the end of or replace similar language in Rule 1 of each Scope Rule:

Except as indicated above, it is understood and agreed in the application of this Scope Rule that any work specified herein which is being performed on the property of any former component railroad by employees other than those represented by the Brotherhood of Railroad Signalmen will continue to be performed by such other employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Scope which is being performed on the property of any former component railroad by employees represented by the Brotherhood of Railroad Signalmen will not be removed from such employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement.

SECTION 2 - CLASSIFICATIONS

Classifications will remain the same on each Agreement except that wage rates are amended as follows (see template):

- A. Foremen Construction shall be \$38.95 per hour subject to general wage increases upon the effective date of this Agreement.
- B. Signal Maintainer, CSXTN (former Conrail), shall be \$33.16 per hour subject to general

wage increases upon the effective date of this Agreement.

- C. Signal Maintainer, SCL, L&N, C&O, B&O, shall be \$32.63 per hour subject to general wage increases upon the effective date of this Agreement.
- D. Rates for Special Maintenance Gangs are contained in Section 5 below.
- E. All other wage rates remain unchanged.
- F. A Lump Sum payment of \$1000.00 shall be made to all Signalman Classification and Lead Signalman classification employees and Maintainer classification employees working in construction on CSXTN and RF&P within thirty (30) days of ratification.

SECTION 3-UNIFORM RULES

Uniform Rule 1

Bereavement Leave

- a) Bereavement leave, not in excess of three working days, to be taken within fifteen (15) calendar days beginning with the date of death, will be allowed in case of death of an employee's brother, sister, parent, grandparent, child (including biological, adoptive, step, foster and legal ward), spouse as recognized by law, or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.
- b) Bereavement leave non-availability shall be considered neutral for determining the qualifying day for holiday pay purposes. The workday preceding or following the employee's bereavement leave, as the case may be, shall be considered the qualifying day for holiday pay purposes.

Uniform Rule 2

Bulletins

- a) All vacancies and new positions which are expected to last more than thirty (30) calendar days shall be bulletined as permanent for a period of ten (10) calendar days within fifteen (15) calendar days previous to, or the first bulletin cycle following the date the vacancies occur or new positions are established. All positions and/or vacancies must be awarded, re-advertised or proper abolishment notice posted by CSXT.

The carrier will post advertisements for all new and/or vacant positions by 4:00 PM CSXT time, every other Friday. Applications will be received by the official whose name appears on the advertising bulletin, up to 4:00 PM CSXT time, on the second

Monday following the posting. Applications must be in writing on the form provided by CSXT, bearing the electronic signature of the applicant. An employee will not be permitted to withdraw his bid after close of bulletin advertising the position.

Award bulletins will be posted by 4:00 PM CSXT time on the succeeding Wednesday of the advertisement cycle.

- b) Positions of employees absent on account of physical disability will be advertised as permanent subject to the right of the disabled employee to return to the position if and when physically able to do so, in which event the employee filling the position on a permanent basis may exercise a displacement right in accordance with the provisions of (Displacement Rules) or may bid new positions or vacancies. It is understood that a senior employee displaced by a junior employee returning from physical disability may not use his acquired displacement right to displace the returning junior employee, unless the junior employee is the last employee in the class involved available for displacement.
- c) Bulletins will be advertised in annual, consecutive, numerical order. Bulletins covering positions will show closing date and time, title of position, territory limits, Prior Rights District if applicable, rate of pay and position number, tour of duty, meal period, rest days, the reason(s) the position is being bulletined, and headquarters of the position.

Uniform Rule 3

Claims and Grievances

- a) All claims and grievances, except for continuing claims (as provided in (d) below) and those involving discipline must be presented in writing, by the employee or on his behalf by a BRS representative, to the designated Carrier officer authorized to receive same within sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance or be denied, the Carrier shall, within sixty (60) calendar days from the postmark date*, notify whoever filed the grievance or claim (employee or his representative) in writing of such denial. If not so notified, the claim shall be allowed as presented.
- b) A grievance or claim denied in accordance with paragraph (a) shall be considered closed unless it is appealed in writing to the Highest Designated Officer, by the employee or his BRS representative within sixty (60) calendar days after the date it was denied*. When a grievance or claim is not allowed, the Highest Designated Officer will so notify, in writing, whoever listed the grievance or claim (employee or his representative) within sixty (60) calendar days* after the date of appeal of the reason therefore. When not so notified, the claim will be allowed as presented. A grievance or claim will be discussed in a conference on a mutually agreed upon date.
- c) A grievance or claim denied in accordance with paragraph (b) will be considered closed

unless within nine (9) months from the postmark date of the decision* of the Highest Designated Officer proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefore under the Railway Labor Act.

- d) A claim may be filed at any time for an alleged continuing rule violation and all rights of the claimant or claimants involved thereby, shall under this rule, be fully protected by the filing of one claim based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof. *
- e) Failure to comply with the time limits of this rule shall not be considered as a precedent or waiver of the contentions of either party as to other similar claims or grievances. The time limits at any stage of handling may be extended by written agreement between the Highest Designated Officer and the Union representative.

***NOTE:** It is understood and agreed that all notices referred to in this Rule may be served through electronic medium. The date/time stamp of the transmission directed to the last known email address of party for whom notice is intended will be considered proper notice. When a Courier is utilized, the tracking information of that Courier will govern time limits compliance.

See Side Letter #1 for application of Uniform Rule 3 to the C&O and L&N properties.

Uniform Rule 4 Drinking Water

The Carrier will provide an adequate supply of drinking water and electrolyte replacement suitable for domestic use and made available to employees while on duty. Ice or other refrigeration and suitable receptacles for storing and/or transporting such shall be furnished by the Carrier.

Uniform Rule 5 40 Hour Work Week Rule

The established work week for all employees covered by this Agreement, except as otherwise provided in this agreement, is forty (40) hours, and consists of five (5) days of eight hours each, with two consecutive days off in each seven. The workweek may be staggered in accordance with the Carrier's operational requirements. So far as practicable the days off shall be Saturday and Sunday. The foregoing workweek is subject to the provisions which follow:

- a) The expressions "positions" and "work" as used in this rule refer to services, duties, or operation necessary to be performed the specified number of days per week, and not to the work week of individual employees.

- b) On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- c) When the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either, Saturday and Sunday, or Sunday and Monday.
- d) On positions, which are filled seven (7) days per week, any two consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.
- e) All possible regular relief assignments with five (5) days of work and two consecutive rest days will be established to do the work necessary on rest day of assignments in six (6) or seven (7) day service, or combination thereof, or to perform relief work on certain days and such types of other work, under this Agreement, on other days as may be assigned.

Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

- f) If in positions or work extending over a period of five (5) days per week an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (b) of this section and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday and if the highest designated carrier Labor Relations Officer and the General Chairman fail to agree thereon, then, if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this Agreement. However, the burden of proof shall rest with the Carrier to prove such need.
- g) The typical work week will be one with two consecutive days off, unless otherwise agreed between the highest designated Carrier Labor Relations Officer and the General Chairman.
- h) To the extent furloughed employees may be utilized under the rules of this Agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
- i) Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

- j) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

Uniform Rule 6

Jury Duty

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowance paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- b) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year, unless additional days are warranted by extraordinary circumstances as determined by the Highest Designated Officer and the General Chairman.
- c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- d) When an employee is excused from railroad service account of jury duty the Company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- e) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty ends within four (4) hours of the start of his assignment; or is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.
- f) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

Uniform Rule 7

Leave of Absence

- a) When the requirements of the service will permit, employees upon written request to the

highest designated Carrier Labor Relations Officer with a copy to the General Chairman may be granted leave of absence for a period not exceeding six months. Extension of such leave of absence may be granted by agreement between the management and the representative of the employees. Employees on leave of absence, except those while attending school, shall not enter into other employment or business without first procuring written permission of the management and the representative of the employees, otherwise they will lose their seniority rights and will automatically terminate their relationship with CSXT.

- b) An employee elected or appointed, as a full time Union representative will be granted a leave of absence while so employed.
- c) Employees who have opportunity to take employment with a government agency, which handles railroad matters, will be granted leave of absence while so employed. An employee granted this leave will pay a fee equivalent to the fee provided by the September 1986 National Rule governing seniority retention, and employees subject to this leave may return subject to the provision in (d) below.
- d) Employees promoted to official positions of this railroad and employees covered by (c) above shall retain their seniority rights and continue to accumulate seniority as long as they pay the seniority retention fee provided in the September 1986, National Agreement. They may exercise their rights as provided in this Agreement in the event their positions are abolished or they are demoted. However, employees covered by this Rule who voluntarily relinquish their position may exercise their rights only by bidding on vacancies or new positions.
- e) Except when prevented by sickness or disability, employees failing to return to duty within ten (10) calendar days after expiration of his leave of absence will lose their seniority rights unless an extension has been obtained in writing.
- f) Employees accepting official positions with the Brotherhood of Railroad Signalmen shall retain their seniority rights and continue to accumulate seniority. They may exercise their rights as provided in this Agreement in the event they return from their position for any reason. NOTE: This Rule does not apply to employees granted a leave of absence to enter military service of the United States. The law in effect at time of discharge will govern such cases.

Uniform Rule 8
Overtime Call Rule

- a) Employees notified prior to release from duty to report at a designated time to perform service outside of and not continuous with regular tour of duty shall be paid at the applicable overtime rate from the time required to report to the time released with a minimum of three (3) hours at the time and one-half rate.

- b) Employees called after release from duty to perform service outside of regular tour of duty shall be paid at the applicable overtime rate with a minimum of three (3) hours at the time and one-half rate. Time of employees called will begin at the time called and will end upon return to the point at which called (residence or motel).

Uniform Rule 9

Personal Leave

[From BRS/NCCC National Agreement]

Section 1

A maximum of two days of personal leave will be provided on the following basis:

- a) Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;
- b) Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

- a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Uniform Rule 10
Physical Disqualification

- a) An employee who has been off duty due to personal illness or injury must furnish any required medical reports to the Medical Department for a decision on return to duty. In the event the medical officer does not approve the employee for return to duty, he may appeal such adverse decision to the Director of Labor Relations, through his General Chairman, provided the employee presents the General Chairman for his further handling the evidence of a thorough examination by a recognized physician, which examination shows conclusions contrary to those on which his rejection from service was based. If the employee feels that his removal from service is not warranted, the employee involved, or his representative, may, within thirty - (30) days after he is so advised, select a physician to represent him, and within thirty - (30) days after such selection, the Carrier will select a physician to represent it in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.
- b) If the two physicians selected in accordance with the preceding paragraph should disagree as to the physical condition of such employee, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or diseases for which the employee is alleged to be suffering. The board of Medical Examiners thus selected will examine the employee and render a report within a reasonable time, not exceeding thirty (30) days after selection, setting forth the employee's physical condition and their opinion as to his fitness to continue service in his regular employment, which will be accepted as final. Should the decision be adverse to the employee and it later appears that his physical condition has improved, a reexamination will be arranged upon request of the employee or his representative.
- c) The Carrier and the organization shall each defray the expenses of their respective doctors. At the time the report is made, a bill for the fee and traveling expenses, if there are any, of the third doctor should be made in duplicate one copy to be sent to the Chief Medical Officer and one copy to the General Chairman. The Carrier and the Organization shall each pay one-half of the fee and traveling expenses of the third appointee.

Uniform Rule 11
Preservation of Rates and Positions

Established positions shall not be discontinued and new ones created under different title covering relatively the same class of work for the purpose of reducing the rates of pay or evading or ending the application of the rules in this Agreement.

Uniform Rule 12
Suspension of Work

Employees will not be required to suspend work during regular working hours to absorb overtime.

Uniform Rule 13
Tools and PPE

- a) The Carrier shall provide protective clothing and equipment that it requires for the protection of the safety and health of employees covered by this Agreement. The Carrier will also provide one pair of safety shoes per year.
- b) The Carrier will furnish the employees with all tools and equipment necessary to safely perform their work. When tools become worn to the extent they are unsafe, the Carrier will furnish appropriate replacements. Employees will be held responsible for the proper use and care of tools furnished by the railroad, and when they leave the service of the railroad, will turn over to their supervisor all tools furnished them by the railroad.

Uniform Rule 14
Changing Headquarters

- a) When notified in writing of a change in Headquarter location, territorial limits, (including lengthened or shortened), an employee may elect to retain his position or within ten (10) calendar days of the effective date of such change exercise displacement rights. Changes made as above will be shown on the first bulletin cycle following the effective date of the change.
- b) If a position is vacated as provided for in this rule it will be advertised. The provisions of this rule shall not apply to Assistants in training.

Uniform Rule 15
Establishing Seniority

- a) Seniority shall consist of rights based on relative length of service of employees as provided for in this Agreement.
- b) Seniority of new employees begins at the time their pay starts in the classification of Signalman, Communications, or SCE, as applicable, and all lower classes 1, and will terminate in accordance with the provisions of this agreement, or upon resignation, death or retirement. When two or more employees enter the service at the same time, on the same date, and in the same classification, their respective ranks on the seniority roster shall be in the order of their applications for employment, if this still results in a tie, the ranking will be by the earlier birth date without regard to year.

- c) The application of an employee entering the service will be approved or rejected within 90 calendar days after pay starts. When an applicant is not notified to the contrary within 90 calendar days, it will be understood that his application has been approved. If his application is not approved, he can be removed from service during this 90 calendar day period without an investigation. An employee that has had his application approved and subsequently transfers to another property shall not be subject to this provision.
- d) Seniority of an employee promoted from a lower class to a higher class, above signalman, is established in the higher class only at the time he bids in, is assigned a position in such higher class, and shall begin on the specified closing date of the bulletin advertising the position. When two or more employees are promoted from one class to another on the same day, their relative rank in the Signalman/Signal or Communications Maintainer Class or SCE, as applicable, will govern their seniority order in the higher class. In order for an employee to establish seniority in a higher classification under this paragraph, the employee must actually work on the position and become qualified.
- e) If requested, and with prior approval of the hiring manager, the General Chairman will be notified and he or his designee may attend the hiring session.

Note: While a new employee will establish seniority in the Signalman or Communications class or SCE, as applicable, and all lower classes, the employee will not be permitted to displace to a position in the higher classification unless the employee has previously bid into and qualified on a position in that classification.

Uniform Rule 16

Furlough Recall

- a) When an employee, laid off by reason of force reduction or assuming the status of a furloughed employee, desires to retain his seniority rights he will file his address with the designated carrier officer and the General Chairman within ten (10) days and renew same only when changing his address. Such employees will be required to accept recall in the order of their seniority to any position not requiring a change in residence, within ten (10) days after being notified in writing of reasonably continuous employment being available in the class from which furloughed or any higher class according to their seniority, copy of such notices to be furnished to the General Chairman. Failing to accept recall for a position not requiring a change in residence within ten (10) days as outlined above, an employee will forfeit all seniority rights and his name will be removed from the roster.
- b) "Reasonable continuous employment" as used in this rule shall be understood to mean full time employment, Scope covered work as afforded the regular assigned

forces, of not less than a period of 90 days.

Uniform Rule 17

Headquarters, Tool Houses

Suitable facilities/tool houses shall be provided at the Headquarters for all employees and shall be kept in good and sanitary condition. Unless otherwise agreed, headquarters shall be located on the assigned territory. Facilities shall be properly cooled, heated, lighted, and sufficient air space provided. They shall be adequately furnished with bathroom facilities including chairs, desks, and lockers.

An employee's tour of duty will begin and end at the assigned Headquarters except as covered elsewhere by agreement. When employees desire to check in and out at a point more convenient to them and to work other than the designated Headquarters, they shall be permitted to do so upon securing approval of the signal supervisor.

Uniform Rule 18

Overtime Preference

- a) When it is known in advance of the end of a tour of duty that a portion of a gang(s) is to be worked on a subsequent tour of duty (not a part of their regular assignment) or continuous with the current tour of duty, those with the greatest seniority in the class who were actually performing the work prior to the overtime will be given the first opportunity for the overtime.
- b) If additional employees are required for such overtime, other qualified employees in the gang(s) will be offered the overtime in seniority order.
- c) The Maintainer of the assigned territory will be offered the overtime opportunity before members of the gang are used.

Uniform Rule 19

Overpayments/Underpayments

- a) In making adjustments for any overpayment to an employee, such adjustments will not be made unless the employee is notified in writing within two calendar years of the payroll period on which the overpayment was made.
- b) In making adjustments for any underpayment to an employee, (for example: an error in the assigned rate of the employee's bid-in position, an Assistant that was paid the lower and incorrect step rate, a 10 hour per day employee receiving less than 10 hours for a Holiday, Bereavement.) such adjustments will not be made unless the Carrier is notified in writing within two calendar years of the payroll period on which the underpayment was made. All other disputes shall be handled under the terms of Rule 3 (claims and grievances).

Uniform Rule 20

Rosters

Continuously updated rosters will be made available to all employees through the Carrier's systems, and a snapshot of the seniority rosters listing all employees will be made available electronically to all employees and the General Chairman by March 1 of each year. Rosters will show the name, birth date, Identification Number, seniority datum, Prior Rights District where applicable, and relative ranking in each seniority class of each person holding seniority. A seniority date shall be protested in writing to the Highest Designated Carrier Officer with copy to the General Chairman within 12-months from the date posted. Changes to seniority rosters may be made only by agreement between The Highest Designated Officer and the General Chairman or their designees.

Uniform Rule 21

Intentionally left blank

Uniform Rule 22

Subject to Call/Availability outside Assigned Hours

- a) Employees assigned to or filling signal, communications, or SCE maintenance positions will notify the Carrier of their residence address and telephone numbers and any changes thereto. Employees assigned to or filling maintenance positions recognize the possibility of work on their assigned territory after assigned working hours. Maintainers who desire to be off "subject to call" will notify the Carrier that they will not be available for calls outside assigned hours.

- b) Unless registered off "subject to call," the regularly assigned maintenance employee, or employee filling such position, will be called first for all service on the assigned section or territory. In the event the regular assignee, or employee filling such position, is not available, or needs assistance, the Carrier will call the adjoining Signal, Communications, or SCE Maintainer nearest the place of trouble, if known. If such maintainer cannot be reached, the other adjoining maintainer(s) will be called in seniority order. If none of the adjoining signal, communications, or SCE maintainers can be reached, then the carrier may call the nearest available qualified employee.

SECTION 4 - THREE CONSTRUCTION REGIONS

- A. The three Construction Regions are identified in Attachment A. The provisions of this agreement shall replace the existing system construction gang rules (CSXT Labor Agreement 15- 093-98, commonly referred to as the Incursion Agreement). Regional Construction Teams (also called "Gangs") will be designated as "Motel-Line of Road" and headquartered in motels or hotels.

- B. Regional Construction Teams performing work off property but on Region are Regional Construction Teams performing work outside the area of the former component collective bargaining agreement referenced above but on the construction region identified in Attachment A.
- C. Regional Construction Teams on the Southern Region (SCL, Clinchfield, and RF&P) shall be limited to the Southern Region as identified in Attachment A (Map) and shall be governed by the SCL Agreement as amended and Side Letter 2 (attached).
- D. Regional Construction Teams on the Eastern and Western Regions shall be limited to their respective region as identified in Attachment A and shall be governed by the respective Agreement. The initial allocation for construction gangs on the Eastern and Western Region are shown in Attachment C.
 - 1. In the event that Gangs are abolished on the Western Region or Eastern Region, a single gang shall be abolished first on the largest allocation, then each successively smaller allocation (e.g. L&N, then the CSXTN, then C&O, then B&O). Subsequent abolishments shall be made in the proper order to restore the allocation percentage listed in Attachment C.
 - 2. In the event that Gangs are added on the Western Region or Eastern Region, a single gang shall be advertised first on the largest allocation, then each successively larger allocation (e.g. the L&N, then the CSXTN, then C&O, then B&O). Subsequent advertisements shall be made in the proper order to restore the allocation percentage listed in Attachment C.
- E. Regional Construction Teams/Gangs working on property will be paid a per diem allowance of \$49.58 per day for each day worked, in addition to their basic hourly pay. The per diem allowance shall not be paid to an employee on a day the employee is absent. A weekly allowance of \$63.21 will be paid to each employee for each 40 hour work week.
- F. Regional Construction Teams/Gang employees working off property but on Region, and up to 400 miles off property, will be paid a per diem allowance of \$54.00 per day for each day worked, in addition to their basic hourly rate. The per diem allowance shall not be paid to an employee on a day the employee is absent. A weekly allowance of \$70.00 will be paid to each employee for each 40 hour work week. Employees worked off property but on Region for any portion of a work week will be entitled to this higher weekly travel allowance. Employees will be reimbursed the cost of tolls.
- G. Regional Construction Teams/Gang employees working off property but on Region, and more than 400 miles off property, will be paid a per diem allowance of \$54.00 per day for each day worked, in addition to their basic hourly rate. The per diem allowance shall not be paid to an employee on a day the employee is absent. Two weekly

allowances of \$70.00 will be paid to each employee for each 40 hour work week. Employees worked off property but on Region for any portion of a work week will be entitled to this higher weekly travel allowance. Employees will be reimbursed the cost of tolls.

The per diem and Weekly Allowance(s) provided in the paragraphs e), f), and g) above shall be subject to revision each July 1st. The increase or decrease to be made in such per diem/travel allowances 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.

- H. Regional Construction Teams/Gangs employees working off property shall be provided adequate time in which to eat, but retain their assigned meal period(s). The meal period shall be established between the end of the fourth hour and the beginning of the seventh hour after starting work and as indicated on the advertising bulletin.
- I. The workday for Regional Construction Teams/Gangs employees shall be begin and end at the worksite. An arbitrary of thirty (30) minutes at the straight time rate will be allowed each member of the team/gang for each day service is performed in lieu of the amount which would otherwise be provided under Rules of the Agreement for travel to/from the location of the lodging and the work site. However, if the total travel time exceeds one (1) hour, employees will be paid on a minute by minute basis at the overtime rate.
- J. Drivers of company vehicles used to provide transportation shall be allowed an additional arbitrary of one (1) hour at the straight-time rate as compensation for completing necessary reports, or inspections, etc. Employees are required to have a commercial driver's license as further detailed in CSXT Labor Agreement No. 15-045-94 (Attached).
- K. When an employee is working over 500 miles from his residence the Carrier can provide pre-paid airfare in lieu of one travel allowance.
- L. After initial advertisement of positions as provided in each of the five (5) Agreements, Regional Construction Teams/Gangs may, if requested by a majority of the gang members and approved by CSXT management and the General Chairman under the appropriate Agreement, work an alternate schedule of either eight consecutive days on with six consecutive days off for rest (eight and six schedule) or four-ten hour days with three consecutive days off for rest (four tens schedule). An eight and six schedule will

begin its first workday on Tuesday and work for eight consecutive days followed by six consecutive rest days. An eight and six work schedule is considered to be two workweeks. When requested and approved, the alternate schedule will remain in effect for the duration of the assigned project.

- M. The parties may establish boring gangs or teams to perform work requiring specialized training and equipment. Employees assigned to such positions will be afforded necessary training and allowed \$1.00 per hour premium.

The parties recognize that new technologies may require training and operation of special construction equipment. When such a need arises, the carrier and the BRS will meet to discuss possible establishment of gangs or teams under these circumstances. The BRS and CSX will not unreasonably withhold the establishment of such gangs or teams.

- N. Time spent in traveling from one work location to another (changing Carrier-provided lodging facilities) outside of regularly assigned hours during the work week, shall be paid for at the straight-time rate. Employees transporting Carrier vehicles will be provided straight time pay to transport their personal vehicles from the old work location to the new work location.
- O. In applying rules on holidays, personal leave, bereavement leave and jury duty to BRS represented employees working ten hours per day under this rule; a basic day's pay will be considered ten pro rata hours.

SECTION 5-SPECIAL MAINTENANCE GANGS/TEAMS

It is hereby agreed to establish Special Maintenance Gangs (Gangs) on each of the five Agreements (CSXTN, B&O, C&O-Chesapeake District, L&N, SCL). The Gangs provide support for Maintenance of Way projects and operational testing in connection with the project, and when such work is not available perform heavy maintenance or other BRS Scope covered work as directed, excluding routine periodic testing. The Gangs will be established in accordance with the terms outlined below:

A. Gang Consist

The Foreman of the Gang(s) will direct and may participate in the work of the assigned employees. The Special Maintenance Gang will consist of at least one (1) Foreman and one (1) Lead Maintainer. Special Maintenance Gangs may in addition have up to three (3) Signal Maintainers. The Foreman will be paid an hourly rate equal to the greater of the rate identified in the applicable property agreement or \$38.95, the Lead Signal Maintainer will be paid an hourly rate equal to the greater of the rate identified in the applicable property agreement or \$32.75¹, the Signal Maintainer(s) will be paid an hourly rate of \$32.63, and all positions are subject to future general wage increases as required by applicable National Agreements.

B. Security of Existing Forces

The regularly assigned maintainer of the territory on which the Special Maintenance Gang(s) are working will be given the opportunity to participate in all support work for System Maintenance of Way Team projects performed on their assigned territory. If not afforded the aforementioned work opportunity, these employees will be paid at the overtime rate for all hours worked by the Special Maintenance Gangs outside the regularly assigned maintainer's assigned work period.

C. Work Schedule

- 1) The Special Maintenance Gang(s) positions will be advertised with four-ten hour days with rest days of Friday, Saturday and Sunday and the schedule may be changed as provided by the property agreement. Special Maintenance Gangs will be designated as "Motel-Line of Road" and headquartered in motels or hotels.
- 2) The workday for Special Maintenance Gang(s) shall begin and end at the worksite. An arbitrary of thirty (30) minutes at the straight time rate will be allowed each member of the team/gang for each day service is performed in lieu of the amount which would otherwise be provided under Rules of the Agreement for travel to/from the location of the lodging and the work site. However, if the total travel time exceeds one (1) hour, employees will be paid on a minute by minute basis at the overtime rate.
- 3) Employees assigned to Special Maintenance Gang(s) shall be provided adequate time in which to eat, but retain their assigned meal period(s) per their property agreement. The meal period shall be established between the end of the fourth hour and the beginning of the seventh hour after starting work and as indicated on the advertising bulletin.
- 4) Drivers of company vehicles used to provide transportation shall be allowed an additional arbitrary of one (1) hour at the straight-time rate as compensation for completing necessary reports, or inspections, etc. Employees are required to have a commercial driver's license as further detailed in CSXT Labor Agreement No. 15-045-94 (Attached).

D. Eligibility for Positions

All employees covered by the applicable property agreement will be eligible to place bids on a Special Maintenance Gang(s) and will be awarded the positions based upon their particular agreement provisions for seniority.

E. Territorial Limits and Incentives

- 1) The Special Maintenance Gang(s) will be allowed to travel across seniority districts within the applicable property agreement to perform signal work in connection work outlined in 1st paragraph. A Special Maintenance Gang may cross property lines to complete a project within a subdivision.
- 2) Special Maintenance Gang employees will be paid a per diem allowance of \$49.58 per day for each day worked, in addition to their basic hourly rate. The per diem allowance shall not be paid to an employee on a day the employee is absent. A weekly allowance of \$63.21 will be paid to each employee for each 40 hour work week to defray the cost of travel.
- 3) The per diem and Weekly Allowance provided in the paragraph above shall be subject to revision each July 1st. The increase or decrease to be made in such per diem/travel allowances 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.

F. Alternate Starting Times

The starting times may be changed in accordance with the carrier's operational requirements to support maintenance of way projects, in conjunction with the following terms:

- 1) So far as practicable the starting times shall be 6:00 a.m. to 8:00 a.m. It is the Carrier's obligation to grant a typical work week with starting times between 6:00 a.m. and 8:00 a.m. but when an operational requirement is met which may affect the starting times of employees covered by this agreement the following procedure will apply:
- 2) The Special Maintenance Gangs will be given 48 hours advance notice, and/or at least 24 hours advance notice before a rest day, of the temporary alternate starting time change. The notice will identify the specific project, the assigned hours, and the expected duration of work in conjunction with the project.
- 3) Special Maintenance Gangs assigned to an alternate starting time will work a fixed schedule consistent with the terms above. Once established, alternate starting times will not be changed without concurrence of the General Chairman.

- 4) The Carrier will compensate the Special Maintenance Gangs at the overtime rate for all time worked on a project subject to an alternate starting time.
- 5) Special Maintenance Gang employees assigned to an alternate starting time schedule will not be required to work alone during the period from sunset to sunrise.
- 6) The parties will work jointly to identify safety, lighting and security concerns and the carrier will implement all necessary safety, lighting and security measures to provide a safe working environment.
- 7) It is further understood that the starting times of Signal Maintainers, Signal Inspectors, Electronic Signal Specialists, or Electronic Signal Technicians [maintenance classifications] or System Signal Construction will not be changed due to these alternate starting time provisions.

SECTION 6 - C&O SPECIAL MAINTENANCE UNITS

Rule 43 1/2 - SIGNAL MAINTENANCE UNITS is eliminated from the C&O-CD agreement. Any reference to signal maintenance units or members of signal maintenance units is also eliminated from the C&O-CD agreement.

SECTION 7 - CSXT/BRS OVERSIGHT COMMITTEE

In connection with this agreement, an Oversight Committee of Carrier and Organization representatives will be established to make recommendations on matters of mutual interest related to this Agreement. The Oversight Committee will consist of the BRS Vice President and the applicable properties General Chairmen for the Organization, and the Director of Labor Relations and appropriate representatives for the Carrier.

The Oversight Committee will meet quarterly, or as necessary, or upon the request of either party, and at locations mutually agreeable to the parties. Expenses incurred incidental to the operation of the Oversight Committee will be borne by the party incurring them.

SECTION 8 - ADDITIONAL PROVISIONS


- A. For convenience, reference that is made to gender in this Agreement, if any, 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.
- B. Copies of this Agreement and any attachments thereto, will be distributed by the Carrier, to all active and newly hired BRS represented signal employees.

- C. All existing CSXT/BRS rules and practices providing for double occupancy lodging are hereby modified to provide for single occupancy lodging.
- D. The territories of the former Clinchfield, RF&P, C&EI, Monon, B&OCT and C&O PM are consolidated by this Consolidated Agreement under other collective bargaining agreements. Therefore, the agreements on the former Clinchfield, RF&P, C&EI, Monon, B&OCT and C&O PM, along with associated past practices and arbitral precedent, shall terminate upon the effective date of this Agreement, except to the extent that certain provisions of such agreements are expressly preserved by this Consolidated Agreement or Side Letters thereto. Because Section 4 establishes the terms and conditions for three construction Regions, CSXT Labor Agreement No. 15-093-98 is superseded by this Agreement.
- E. This Agreement and its Attachments shall apply on the effective date of this Agreement; and, shall remain in full force and effect until and unless changed in accordance with the provisions of the Railway Labor Act, as amended.

This Agreement effective November 5, 2016 and signed at Rock Hill, SC on this the 6th day of December, 2016.

AGREED:

FOR CSXT:

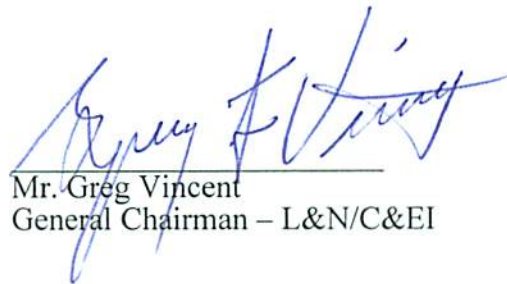


Mr. Michael Skipper
Director Labor
Relations

For the BRS:

Mr. Joe Clark
General Chairman – B&OCT

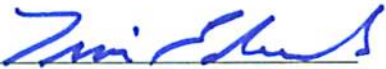
Mr. Doug VanderJagt
General Chairman – C&O



Mr. Greg Vincent
General Chairman – L&N/C&EI



Mr. R. G. Demott
General Chairman – SCL



Mr. Tim Edwards
General Chairman – Clinchfield



Mr. Jason Worcester
General Chairman – CSXT Northern



Mr. Mike Efav
General Chairman – B&O



Mr. Travis Maddy
General Chairman – RF&P



Mr. Eric McDonald
General Chairman – Monon

APPROVED:



Mr. Floyd E. Mason
Vice President - BRS

**CSXT Agreement No. 15-018-16
Attachment “B-1”**

SCL Agreement

Scope

Section 1—former Seaboard Coast Line Railroad, Clinchfield, and Richmond Fredericksburg and Potomac Railroad

(a) This Agreement governs the rates of pay, hours of service and working conditions of all employees engaged in the construction, installation, reclaiming, renewal, repair, inspecting, testing and maintenance, either in the shop or in the field, of all interlocking systems and devices; signals and signaling systems; wayside devices and equipment for train stop and train control systems; car retarders and car retarder systems; highway grade crossing warning devices and systems; defect detector systems including hot box, acoustic, wheel impact, skewed wheel, broken flange, broken wheel, dragging equipment, slide, high and wide load, and flood; electrical, hydraulic, air, and spring switch mechanisms when protected by signals or indicators; electrically lighted switch lamps; train order signals; blower, gas, electric or other types of automatic snow removing systems installed on power-operated switches; power or signal lighting; batteries and associated charging and switching equipment; solar panels, sub-station, current generating and compressed air plants, their pipe lines and connections; all relays, printed circuit board and modules of electronic devices, used in systems covered by this agreement; bonding of track; painting; carpenter, concrete and form work in connection with the systems and devices covered by this agreement (except that required in building, towers and signal bridges); together with all appurtenances pertaining to the above-named systems and devices, as well as any other work recognized as signal work.

(b) No employee of other than those classified herein will be required or permitted to perform any of the work covered by the scope of this agreement.

(c) All kind of welding and cutting on or in connection with the installation or maintenance of signal equipment or apparatus will be the work of the employees covered by this agreement.

(d) When signal circuits are superimposed or handled on systems not covered by this agreement, the employees covered by this agreement shall install and maintain the signal circuits leading to and from common terminals where signal circuits are superimposed on other circuits.

Description of Richmond Fredericksburg, and Potomac Railroad (RF&P) prior right territory:
From MP CPF 110.1 “RO” to CFP 0.0 “South AY” and to MP ARN 0.0 including all associated CSXT owned branches of the RF&P Railroad

Description of former Clinchfield Railroad prior right territory:
From MPZ 0.0 to MPZ 277.0 including all associated CSXT owned branches of the former Clinchfield Railroad

Section 2--former Georgia Railroad, Atlanta and West Point Railroad Company and The Western Railway of Alabama

This agreement covers rates of pay, hours of service and working conditions of all employees engaged in the work of construction, installation inspecting, testing, maintenance, dismantling, and repair of all signals, train order signals, wayside or office equipment of communication facilities, interlocking plants, highway crossing protection devices, wayside train stop and train control equipment, centralized traffic control systems, spring switch mechanisms, line of road electrical facilities, shop repairing of relays. Signals, switch magnets, motors, communication facilities, etc., bonding of track for signal and interlocking purposes, together with appurtenances pertaining to the systems and devices outlined above, as well as all other work generally recognized as signal work.

No employee other than those classified herein will be required or permitted to perform any of the work covered by the scope of this agreement.

Section 3—former Clinchfield (pursuant to Section 1.A of the Consolidation Agreement, this section applies to communications and electrical work only)

This agreement covers the rates of pay, hours of service and working conditions of all persons engaged in the construction, installation, repair, reconditioning, dismantling, inspecting, testing and maintenance, either in the shop or in the field, of the following:

Wayside and office equipment of communications facilities, line of road electrical facilities but not including work in the Maintenance of Equipment Department covered by Electrician's agreement rules, shop repairing of equipment used in connection with the above named systems and devices.

Lines, poles and fixtures, conduit systems, transformers, arresters, wires or cables, pertaining to line of road electrical and communication facilities.

Interior and spot painting, including the complete painting of all facilities covered by this agreement on first installation, concrete and form work of all classes in connection with the installing, repairing or maintenance of any line of road electrical or communication system, apparatus or device, excluding the erection and maintenance of towers and buildings.

All other work generally recognized as line of road electrical and communication work.

SAVINGS CLAUSE (Applies to Section 1, 2, and 3 above)

The provisions of Attachment A, Section 2 to CSXT Labor Agreement 15-063-10 shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act

Except as indicated above, it is understood and agreed in the application of this Scope Rule that any work specified herein which is being performed on the property of any former component railroad by employees other than those represented by the Brotherhood of Railroad Signalmen will continue to be performed by such other employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Scope which is being performed on the property of any former component railroad

by employees represented by the Brotherhood of Railroad Signalmen will not be removed from such employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement.

**CSXT Agreement No. 15-018-16
Attachment "B-2"**

L&N Agreement

Rule 1—Scope

Section 1- former Louisville and Nashville and Chicago & Eastern Illinois

This agreement covers the rates of pay, hours of service and working conditions of all employes, classified herein, engaged in the construction, installation, repair, inspecting, testing and maintenance of all interlocking systems and devices; signals and signaling systems; wayside devices and equipment for train stop and train controls; car retarders and car retarder systems; power operated gate mechanism; automatic or other devices used for protection of highway crossings; spring switch mechanism; electric switch targets together with wires and cables; train order signals in signaled territory and elsewhere within the limits of a signal maintainer's territory; power or other lines, with poles, fixtures, conduit systems, transformers, arresters and wires or cables pertaining to interlocking and signaling systems; interlocking and signal lighting; storage battery plants with charging outfits and switch board equipment; sub-stations, current generating and compressed air plants, exclusively used by the Signal Department, pipe lines and connections used for Signal Department purposes; carpenter, concrete and form work in connection with signal and interlocking systems (except that required in buildings, towers and signal bridges); together with all appurtenances pertaining to the above named systems and devices, as well as any other work generally recognized as signal work

NOTE 1: Effective March 4, 1935, the following is applicable to all seniority districts except Seniority Districts Nos. 9 and 10:

It is understood that any General painting project not in connection with signal construction should be carried out by men coming under the maintenance of way agreement; however, if necessary to paint signal blades, wigwag banners for improving visibility; also when necessary to paint the outside of instrument cases, relay boxes, and battery box covers to prevent damage from rust as occasion may require, the signalmen should do the work. When it is necessary to paint the inside of cases housing signal apparatus, instruments and mechanisms, interlocking and train order signal machines, including levers, such painting will be done by the signalmen.

NOTE 2: Effective March 22, 1961, work covered by signal employes on Seniority Districts Nos. 9 and 10 with respect to: Painting train order signals, bonding of track, yard track indicators, crossing gates, shall continue to be performed by signal employes on those districts. · ·

Former Chicago and Eastern Illinois Railroad - Description of territory

The prior right territory of the Chicago and Eastern Illinois Railroad consists of the C&ED subdivision territory from milepost OZA 82.6 to OZA 287.1, OZA 286.16 to OZC 280.08, and OZA 286.67 to OZG 285.34.

Section 2--former Chicago and Eastern Illinois (pursuant to Section 1.A of the Consolidation Agreement, this section applies to - communications work only)

T&T work includes the construction, installation, maintenance, repair and renewal of all telegraph, telephone and radio equipment and circuits, inter-office annunciators and communicating equipment, outside instruments, pole lines, cables, overhead and underground construction and their appurtenances carrying telegraph or telephone circuits, electronic devices used in connection with communication systems, and all other work generally recognized as telegraph and telephone work.

SAVINGS CLAUSE (Applies to Section 1 and 2 above)

The provisions of Attachment A, Section 2 to CSXT Labor Agreement 15-063-10 shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

Except as indicated above, it is understood and agreed in the application of this Scope Rule that any work specified herein which is being performed on the property of any former component railroad by employees other than those represented by the Brotherhood of Railroad Signalmen will continue to be performed by such other employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Scope which is being performed on the property of any former component railroad by employees represented by the Brotherhood of Railroad Signalmen will not be removed from such employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement.

**CSXT Agreement No. 15-018-16
Attachment "B-3"**

C & O Agreement

Rule 1—Scope

Section 1—former C&O-Chesapeake District, C&O-Pere Marquette District, and B&OCT

This Agreement covers rates of pay, hours of service, and working conditions of all employees engaged in the maintenance, repair, and construction of signals, interlocking plants, highway crossing protection devices and their appurtenances, wayside train stop and wayside train control equipment, car retarder systems, including such work in signal shop, and all other work generally recognized as signal work. It is understood the classifications provided by Rules 2, 2 ½, 3, 4, 5, and 6 include all the employees of the Signal Department performing the work described in this rule.

Former Chesapeake and Ohio Pere Marquette- Description of prior right territory:

MP CCA 131.4 to MP CC 26.2
MP CH 4.6 to MP CH 148.1
MP CG 6.0 to MP CG 127.2

Former B&OCT- Description of prior right territory:

MP DC 0.0 to MP DC 30.9
MP DC 32.7 to MP DC 37.1
MP DG 8.7 to MP DG 31.1
MP DB 0.0 to MP DB 8.1
MP DIH 15.5 to MP DIH 29.8 excluding assets maintained by the IHB RR

Section 2-former C&O-Pere Marquette District, Canadian Division (pursuant to Section 1.A of the Consolidation Agreement, this section applies to communications work only in Canada)

(a) This Agreement covers rates of pay, hours of service and working conditions of all employees specified in Signal Rules 101 to 106, Inclusive, engaged in the installation and maintenance of signal apparatus and performing work generally recognized as signal work. (NOTE: This subpart (a) is preserved only for the purposes of identifying signal employees on the Canadian Division who are also eligible to perform communications work as described in paragraph (b) below.)

(b) This Agreement also reserves only to the employees identified in paragraph (a) Section 2 hereof who work on the Canadian Division the performance of work generally recognized as communications work, except that this Agreement shall not be construed as granting such employees the exclusive right to perform radio repair work or to perform the work of installing and maintaining other than railroad owned facilities or equipment.

Section 3—former C&O-Pere Marquette District (pursuant to Section 1.A of the Consolidation Agreement, this section applies to communications work only in the U.S.)

This Agreement covers rates of pay, hours of service and working conditions of all employees specified in Communication Rules 101, 103, 104, 105 and 106, engaged in the installation and maintenance of communication facilities or equipment and performing work generally recognized as communication work, including employees in the United States classified under Communication Rule 104(b) of this agreement. This Agreement shall not be construed as granting to employees coming within its scope the exclusive right to perform the work of installing and maintaining other than railroad owned facilities or equipment.

SAVINGS CLAUSE (Applies to Section 1, 2, and 3 above)

The provisions of attachment A, Section 2 to CSXT Labor Agreement 15-063-10 shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

Except as indicated above, it is understood and agreed in the application of this Scope Rule that any work specified herein which is being performed on the property of any former component railroad by employees other than those represented by the Brotherhood of Railroad Signalman will continue to be performed by such other employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Scope which is being performed on the property of any former component railroad by employees represented by the Brotherhood of Railroad Signalmen will not be removed from such employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement.

**CSXT Agreement No. 15-018-16
Attachment "B-4"**

CSXTN Agreement

Rule 1—Scope

Section 1--CSXT Northern and former Monon Railroad

These rules shall constitute an agreement between CSX Transportation Inc., and its employees, represented by the Brotherhood of Railroad Signalmen, covering rates of pay, hours of service and working conditions of employees in the classifications hereinafter listed who are engaged, in the construction, installation, repair, inspection, testing maintenance or removal of the following signal equipment and control systems, including component parts, appurtenances and power supplies (including motor generator sets) used in connection with the systems covered by this Agreement and all other work recognized as signal work: (See Appendix "I")

Interlocking systems

Block signal systems

Car retarder systems

Remote control of switch and signal systems

Wayside train signals

Train order or train start signals

Cab signal~ train control or train stop systems other than that portion on moving equipment Signal locking and detection system on movable bridges (except power wedges)

Spring switches

Weigh-in-motion scale systems

Highway-railroad grade crossing protection systems (other than those manually operated)

Dragging equipment detector systems

High or wide load detector systems

Slide detector systems

Flood detector systems

Broken flange detector systems

Broken wheel detector systems

Hot box detector systems

Presence or motion detectors

Printed circuit boards

Switch heaters

Electric lighted switch lamps

Pipelines and pipeline connections used for mechanical operation or locking of derails, switches and signals

Signal batteries

Signal pole lines

Impedance bonds, signal bonds and track connection leads

Relay houses and relay cases

Compressed air plants and compressed air distributing systems installed wholly or primarily for railroad interlocking, signaling, or retarder systems
Carpentry, painting, welding, cutting, foundation support, concrete work, digging and backfilling trenches in connection with installing, repairing or maintaining any signal apparatus or device
Operation of all machine tools, backhoes, trenchers, hoisting equipment, hole diggers pipe pushers or other equipment used in construction, installation, maintenance, or repair of signal systems. (In instances where equipment has been rented with an operator, an employee in the mechanic (or higher) class will be assigned to work with the operator of each piece of rental equipment.)
Removal of brush or trees that impair the operation of the signal system
Manning of trouble desk positions

The following items of work on the former railroad indicated will continue to be performed by employees represented by the Brotherhood of Railroad Signalmen:

IHB (Gibson Yard)

Maintenance and Construction work will be performed as per the CSXT Northern Agreement.

Erie Railroad

Electrical work as described in the Memorandum of Understanding dated. March 21, 1950; (See Appendix "D").

Exceptions

(a) Work performed by outside company's incident to warranty, provided a qualified employee covered by this agreement accompanies the outside contractor.

(b) Removal of equipment from wholly abandoned railroad or pole lines.

(c) The portion of this Scope covering telegraph and telephone work shall not apply to the work of installing or maintaining other than Carrier owned facilities or equipment located on the property of the former Pennsylvania Railroad, Pennsylvania Reading Seashore Lines or Dayton Union Railway Carrier except, where employees covered by this Agreement were installing or maintaining telephone cables or line wires from the telephone Carrier switchboard or other connection to the phone instruments in yards or terminals as of April 1, 1981, such cables or wires shall continue to be installed or maintained by such employees.

Former MONON Railroad - Description of territory

Defined as the former MONON railroad property from milepost OOQ 25.7 to milepost OOQ 186.6 (end of main track) including the Medaryville Industrial Track from milepost OQB 15.2 to mile post OQB 0.0, the Monticello Industrial Track from milepost OQA 88.4 to milepost OQA 98.0, the Hoosier Sub from milepost OOQ 246.0 to milepost OOQ317.7, and the NABB Branch from milepost xxx.x to milepost xxx.x.

Section 2-former Monon Railroad (pursuant to Section 1.A of the Consolidation Agreement, this section applies to communications work only)

This agreement also governs hours of service and working conditions of all employees in the Communications Department (except clerical and engineering forces above the rank of foreman) engaged in the maintenance and construction of communication wires and fixtures (underground and overhead) including communications wiring and equipment within stations and other buildings.

SAVINGS CLAUSE (Applies to Section 1 and 2 above)

The provisions of Attachment A, Section 2 to CSXT Labor Agreement 15-063-10 shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

Except as indicated above, it is understood and agreed in the application of this Scope Rule that any work specified herein which is being performed on the property of any former component railroad by employees other than those represented by the Brotherhood of Railroad Signalmen will continue to be performed by such other employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Scope which is being performed on the property of any former component railroad by employees represented by the Brotherhood of Railroad Signalmen will not be removed from such employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement.

CSXT Agreement No. 15-018-16

Attachment "B-5"

B&O Agreement

Rule 1—Scope

This Agreement governs the rates of pay, hours of service and working conditions of all employees classified in Article I of this Agreement, either in the shop or in the field, engaged in the work of construction, installation, inspecting, testing, maintenance, repair and painting of:

(a) Signals including electric locks, relays and all other apparatus considered as a part of the signal system, excluding signal bridges and cantilevers.

(b) Interlocking systems, excluding the tower structure.

(c) Highway crossing protection controlled or actuated by track or signal circuits.

(d) 1. Signal Department conduits, wires and cables, overhead or underground.

Note: See Mediation Agreement of May 5, 1942, and agreed interpretation thereto attached to this Agreement as Appendices A and B with respect to reconstruction and/or renewal of poles used jointly by Railroad and Western Union.

2. Power lines installed primarily for signal purposes. Where power is supplied from signal power lines for other purposes Signalmen's work will include line taps, transformers and service line up to and including a fused switch adjacent to said power line. Where power is supplied from other sources for Signal Department purposes, Signalmen's work will exclude work from such source to and including a fused switch or approved receptacle at designated point of delivery. Signalmen's work will include all work from such point of delivery to and including signal facilities.

(e) Wayside equipment necessary for cab signal, train stop and train control systems.

(f)

(g) Traffic control systems.

(h) Spring switches where point locked or signal protected, excluding work normally performed by track forces.

(i) Bonding of all track except in electrical propulsion territory.

(j) All other work generally recognized as signal work.

No employees other than those classified herein will be required or permitted, except in an emergency, to perform any of the signal work described herein except that signal supervisory and signal engineering forces will continue in their supervisory capacity to make such tests and inspections of all signal apparatus and circuits as may be necessary to insure that the work is installed correctly and properly maintained. The term "emergency" as used herein is understood to mean the period of time between the discovery of a condition requiring prompt action and the time an employee covered by this Agreement can be made available.

SAVINGS CLAUSE

The provisions of Attachment A, Section 2 to CSXT Labor Agreement 15-063-10 shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

Except as indicated above, it is understood and agreed in the application of this Scope Rule that any work specified herein which is being performed on the property of any former component railroad by employees other than those represented by the Brotherhood of Railroad Signalmen will continue to be performed by such other employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Scope which is being performed on the property of any former component railroad by employees represented by the Brotherhood of Railroad Signalmen will not be removed from such employees on the former property at which such work was performed by past practice or agreement on the effective date of this Agreement.

It is recognized that the employees of the former B&O, Three Rivers Railway, and the Western Maryland, which are represented by the Brotherhood of Railroad Signalmen (BRS) perform a wide variety of tasks and that such work will continue to be performed by BRS represented employees under the combined B&O Agreement. It is understood and agreed that work which is being performed on the property of the former TRRY or the WM, by agreement or past practice prior to the effective date of this agreement, which is not covered by the B&O/BRS Scope, will continue to be performed by employees represented by the BRS in addition to work which is presently covered by the B&O/BRS Scope.

**CSXT Agreement No. 15-018-16
Attachment "C"**

Initial Allocation of Signal Construction Gangs

As of 9/2/2016

	Teams	%	Gang Numbers
Eastern Region Construction			
B&O	11	35%	7KG7, 7XAJ, 7X52, 7XB6, 7XBC, 7X15, 7XAH, 7X23, 7XB2, 7XB3, 7XK8
C&O	6	19%	7X26, 7XA4, 7XB1, 7XE6, 7XF9, 7Z19
Conrail	14	45%	7QS2, 7XE9, 7QR6, 7QN5, 7XAB, 7XBE, 7XEC, 7ZO6, 7ZO7, 7ZO8, 7Z10, 7Z11, 7Z12, 7Z13
Western Region Construction			
B&O	11	16%	7X14, 7XD9, 7XF2, 7XB9, 7XAT, 7XC7, 7XA9, 7XAP, 7XF8, 7XA8, 7XJR
C&O	13	19%	7XA7, 7X89, 7XA2, 7X16, 7XC4, 7Z22, 7Z23, 7XFB, 7XFC, 7XA3, 7P46, 7XD5, 7XC5
Conrail	16	24%	7Z12, 7Z14, 7Z16, 7Z15, 7Z17, 7XL4, 7KBA, 7RA8, 7X51, 7X50, 7Z26, 7XAR, 7QAB, 7Z20, 7Z21, 7XL3
L&N	27	40%	7X46, 7X25, 7XBR, 7V17, 7XG2, 7X42, 7XJ7, 7XJP, 7X47, 7X40, 7XD8, 7KA8, 7KA6, 7XJ0, 7XJ3, 7N13, 7VC3, 7X41, 7XE3, 7XH1, 7V16, 7X22, 7XBF, 7XC3, 7XD6, 7XJ8, 7XAC
Southern Region Construction			
SCL	44	100%	7AD6, 7X11, 7X10, 7X48, 7XBL, 7XBN, 7ZO1, 7VO5, 7XO2, 7XO3, 7XO8, 7X49, 7XAD, 7XBM, 7ZO3, 7XBX, 7XBV, 7V20, 7V24, 7XO6, 7X20, 7X24, 7XCA, 7XK2, 7VO3, 7V22, 7XO1, 7XAE, 7XJ1, 7XJ4, 7XO4, 7XO7, 7XO9, 7X12, 7XC1, 7XD4, 7XE8, 7DE2, 7XJ6, 7XH6, 7XCE, 7XAD, 7J13, 7XKB

**CSXT Agreement No. 15-018-16
Attachment "D"**

Initial Consolidated Seniority Rosters have been reviewed by the parties and are contained electronically in JOBtrax

Re: Application of Claim Rule to C&O and L&N Properties

This letter is in reference to our discussions during the agreement consolidation negotiations. During these discussions, we agreed to grant an extension to the Note in Uniform Rule 3 - Claims and Grievances to the C&O and L&N General Committees, and CSXT shall respond to any claim or grievance via US Mail or other non-electronic medium. This practice shall remain in effect until changed by agreement between CSXT and the referenced Committees, or until the current General Chairmen of these Committees are no longer in place.

Sincerely,

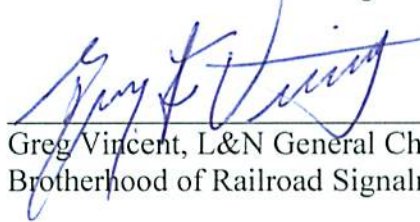


Michael Skipper
CSXT Director Labor Relations

I agree:



Doug VanderJagt, C&O General Chairman
Brotherhood of Railroad Signalmen



Greg Vincent, L&N General Chairman
Brotherhood of Railroad Signalmen

Approved:



Floyd Mason, Vice President
Brotherhood of Railroad Signalmen

Re: Consolidation of SCL, Clinchfield, and RF&P

The parties have discussed the implementation of the terms of the Consolidated Agreement, which was ratified September 2, 2016, with respect to the consolidation of the SCL, the Clinchfield, and the RF&P into the new SCL agreement. The parties have agreed to implement the following terms effective November 5, 2016:

- 1) A consolidated roster is established for filling positions on Regional Construction Gangs and Special Maintenance Gangs, subject to prior rights. Employees with seniority on the combined SCL/A&WP, RF&P, and Clinchfield as of the date of this letter will be dovetailed onto this consolidated roster.
- 2) Existing prior rights are continued for employees with seniority on the former SCL and AWP (Atlanta & West Point, Georgia, and Western Railway of Alabama). In addition, separate prior rights seniority districts are established each for former RF&P, and Clinchfield territory for the performance of signal maintenance work.
- 3) A consolidated roster is established for filling maintenance positions, subject to prior rights. Employees with seniority on the SCL, A&WP, RF&P, and Clinchfield as of the date of this letter will be dovetailed onto this consolidated roster with designation of prior rights. Employees hired after the effective date of the agreement will be placed at the bottom of the roster and shall not include a prior right designation.
- 4) There is established under the SCL Agreement the same classifications, rules, and rates of pay for communications and electricians work that existed under the Clinchfield Agreement.
- 5) The March 26, 2001 Technician standby service and coverage agreement and practices on the former RF&P will continue, subject to the Carrier's or Organization's right to cancel them with 30-days written notice.
- 6) Signal Technicians and Signal Inspectors positions on the RF&P will be abolished and re-bulletined under SCL classifications.
- 7) Two prior right RF&P construction gangs and one prior right Clinchfield construction gang are designated and may perform work anywhere within the new SCL territory and such gangs will return to home property if work on home property is expected to exceed 4 weeks. All other Regional Construction Gangs and all Special Maintenance Gangs may perform work anywhere

within the new SCL territory and will be SCL prior right gangs. Each RF&P and Clinchfield prior right gang expires the earlier of ten (10) years or when all prior right employees on that gang have vacated the positions.

- 8) For purposes of seniority integration as described above, unless agreed to otherwise, the Consolidation of Agreements provision under CSXT Agreement No. 15-018-16 applies.
- 9) Former Clinchfield employees receiving per diem payments referenced in Section 3 of CSXT Labor Agreement 15-036-11 will continue to receive such payments in lieu of any per diem payments or like benefits provided under the SCL Agreement until such time as they no longer hold a position previously entitled to the per diem benefits outlined in Section 3 of CSXT Labor Agreement 15-036-11.
- 10) Inclusion of former Clinchfield Signal Inspector position and duties under Rule 2 of the former SCL property agreement.
- 11) Inclusion of the former Clinchfield Communication Maintainer positions and duties under Rule 1 section 2 of the former SCL property agreement.
- 12) Inclusion of the former Clinchfield Lead Electrician position and duties under Rule 5 section 2 of the former SCL property agreement.
- 13) Inclusion of the former Clinchfield Signal Foreman position under Rule 3 Section 2 of the former SCL property agreement.
- 14) Replace terms referenced in Section 4 of CSXT Labor Agreement 15-036-11 (Pole line removal) with terms outlined in side letter 6 of SCL Agreement.

Sincerely,



Michael Skipper
CSXT Director Labor Relations

I agree:



R. G. Demott, General Chairman - SCL-AWP

Brotherhood of Railroad Signalmen

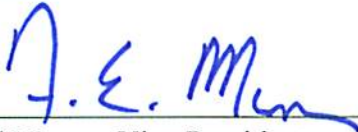


Timothy Edwards, General Chairman - Clinchfield
Brotherhood of Railroad Signalmen



Travis Maddy, General Chairman - RF&P
Brotherhood of Railroad Signalmen

Approved:



Floyd Mason, Vice President
Brotherhood of Railroad Signalmen

Re: Consolidation of the C&O, C&OPM, and B&OCT

The parties have discussed the implementation of the Consolidated Agreement which was ratified September 2, 2016, with respect to the consolidation of the C&O, the C&OPM, and the B&OCT into the new C&O agreement. The parties agree to implement the following terms effective November 5, 2016:

- 1) A consolidated roster is established for filling positions on Regional Construction Gangs and Special Maintenance Gangs. Employees with seniority on the C&O, C&OPM and B&OCT as of the date of this letter will be dovetailed onto this consolidated roster.
 - a) Due to the unique circumstances involved with the transition from Maintenance Units to Special Maintenance Gangs the filling of Special Maintenance Gangs will be as follows:
 - i) Maintenance Units will be retained until January 1, 2017. Uniform Rule 22 will apply upon the effective date of CSXT Agreement 15-018-16 and will supersede Rule 25 of the C&O Agreement
- 2) Separate seniority districts and rosters are established each for the former B&OCT, C&OPM, and Canadian territory for the performance of signal maintenance work.
- 3) There is established under the C&O Agreement the same classifications, rules, and rates of pay for communications work that existed under the C&OPM Agreement, including work performed by Canadian employees under the C&OPM Agreement.
- 4) A Former B&OCT employee working a position on the effective date of this agreement in a classification for which the B&OCT pay rate is higher than C&O pay rate for the identical classification will retain the higher rate until the employee no longer holds the position for any reason.
- 5) There is established a separate roster(s) for communications employees for such work on the former C&OPM. Initially, such roster(s) shall include former C&OPM employees who were listed on C&OPM communications rosters as of the date of this letter.
- 6) A prior right B&OCT Construction Gang and a prior right C&OPM Construction Gang are designated and may perform work anywhere within the new C&O territory. Such Gangs will return to home property if work on home property is expected to exceed four (4) weeks. Each

prior right gang expires the earlier of ten (10) years or when all prior right employees on such gang have vacated the positions.

- 7) For purposes of seniority integration as described above, unless agreed to otherwise, the Consolidation of Agreements provision under CSXT Agreement 15-018-16 applies.


If this reflects our understanding, please indicate by signing below.

Sincerely,



Michael Skipper
Director Labor Relations
CSX Transportation

I agree:



Doug VanderJagt, C&O General Chairman
Brotherhood of Railroad Signalmen



Joe Clark, B&OCT General Chairman
Brotherhood of Railroad Signalmen

Approved:



Floyd Mason, Vice President
Brotherhood of Railroad Signalmen

Re: Consolidation of L&N and C&EI

The parties have discussed the implementation of the terms of the Consolidated Agreement which was ratified September 2, 2016, with respect to the consolidation of the L&N and the C&EI into the new L&N agreement. The Parties agree to implement the following terms effective November 5, 2016:

- 1) A separate seniority district, District No. 11, and roster that incorporates the former C&EI, is established for the performance of maintenance work.
- 2) There is established under the L&N Agreement the same classifications and rates of pay for communications work that existed under the C&EI Agreement, as well as the electrical work referenced in the January 8, 1941 Memorandum of Conference.
- 3) There is established a separate roster(s) for communications employees for such work on the former C&EI. Initially, such roster(s) shall include former C&EI employees who were listed on C&EI communications rosters as of the date of this letter.
- 4) A consolidated roster is established for filling positions on Regional Construction Gangs and Special Maintenance Gangs. Employees with seniority on the L&N and C&EI as of the date of this letter will be dovetailed onto this consolidated roster.
- 5) A prior right C&EI Construction Gang is established and may perform work anywhere within the new L&N territory. This gang will return to home property if work on home property is expected to exceed 4 weeks. This prior right gang expires in the earlier of 10 years or when all prior right employees on that gang have vacated the positions.
- 6) For purposes of seniority integration as described above, unless agreed to otherwise, the Consolidation of Agreements provision under CSXT Agreement 15-018-16 applies.

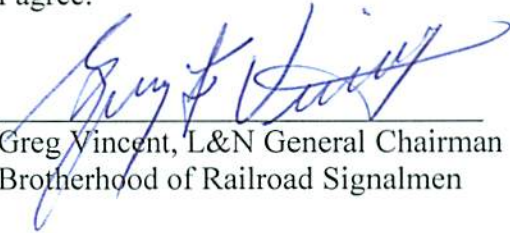
If this correctly reflects our understanding please indicate by your signature below.

Sincerely,



Michael Skipper
Director Labor Relations
CSX Transportation

I agree:



Greg Vincent, L&N General Chairman
Brotherhood of Railroad Signalmen

Approved:



Floyd Mason, Vice President
Brotherhood of Railroad Signalmen

Re: Consolidation of CSXTN and Monon

The parties have discussed the implementation of the terms of the Consolidated Agreement which was ratified September 2, 2016, with respect to the consolidation of the CSXTN and the Monon into the new CSXTN agreement. The parties agree to implement the following terms effective November 5, 2016:

- 1) There is established a classification for Lead Signalman and Lead Maintainer.
- 2) There are separate Signalman and Maintainer classifications. Signalmen are construction employees, and Maintainers are maintenance employees.
- 3) The classification title "*Assistant Maintainer*" is changed to "*Assistant Signalman/Maintainer*" with the description of "*An employee in training for the position of Signalman or Maintainer. (See Appendix "H")*"
- 4) A prior right Monon Construction Gang is established. Such gang will return to home property if work on home property is expected to exceed 4 weeks. This prior rights gang expires the earlier of 10 years or when all prior right employees on such gang have vacated the positions.
- 5) There is established under the CSXTN Agreement the same classifications, rates and rules for communications work that previously existed under the Monon Agreement.
- 6) The former Monon territory will be added to the West Region seniority region. A consolidated West Region roster is established, subject to prior rights. Employees with seniority on the CSXTN and Monon as of the date of this letter will be dovetailed onto this consolidated roster with designation of prior rights. Employees hired after the effective date of the agreement will be placed at the bottom of the roster and shall not include a prior right designation.

- 7) There is established a separate roster(s) for communications employees for such work on the former Monon territory. Initially, such roster(s) shall include former Monon employees who were listed on Monon communications rosters as of the date of this letter.
- 8) Special Maintenance Gangs may be established to perform work on the CSXTN Region which they are bulletined (East or West Region). In addition to performing work on the bulletined Region, any CSXTN Special Maintenance Gang may perform work anywhere on the Erie West Subdivision (MP QD 15.6 to MP QD 171.3) or to work anywhere on either Region for a period not to exceed 60 days.
- 9) Positions on West Region Construction Gangs and Special Maintenance Gangs will be filled from employees with seniority on the (consolidated) CSXT West Region Roster.
- 10) Positions on East Region Construction Gang and Special Maintenance Gangs will be filled from employees with seniority on the CSXT East Region Roster.
- 11) For purposes of seniority integration as described above, unless agreed to otherwise, the Consolidation of Agreements provision under CSXT Agreement 15-018-16 applies.
- 12) The existing seniority regions created by Section 1 of CSXT Labor Agreement No. 15-093 shall be maintained except as modified herein and by CSXTT Agreement 15-018-16.

The parties further agree to continue discussions of the following items for sixty (60) days from the date of this letter to attempt resolution on the following issues. In the event the parties do not reach agreement, the existing rules under the CSXTN Agreement will continue to apply:


- 1) Combine Inspector, Assistant Inspector, and Maintainer Test classifications using a common rate of pay and resolve all existing disputes filed related to this subject.
- 2) Eliminate Inspector, Assistant Inspector, and Maintainer Test classifications. Establish new Inspector –Test classification (above Foreman).
- 3) Dovetail the current Inspector, Assistant Inspector, and Maintainer Test classifications into the new Inspector-Test classification. The new classification covers the combined work, combine classifications for new Inspector-Test classification.
- 4) Advertise all new Inspector-Test positions as new positions. Award will be in accordance with 3-B-2 (a) of the CSXTN Agreement (no net loss of positions as a result).

If this correctly reflects our understanding please indicate by your signature below.
Sincerely,

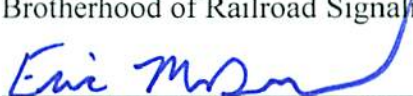


Michael Skipper
Director Labor Relations
CSX Transportation

I agree:



Jason Worcester, General Chairman – CSXTN
Brotherhood of Railroad Signalmen



Eric McDonald, General Chairman – Monon
Brotherhood of Railroad Signalmen

Approved:



Floyd Mason, Vice President
Brotherhood of Railroad Signalmen