Agreement Between

CSX Transportation, Inc.

and

Its Employees Represented by the

Brotherhood of Maintenance of Way Employees Division

WHEREAS, CSX Transportation, Inc. ("CSXT") presently owns and operates a line of railroad that runs between Milepost BAH 23.0 to BAH 29.9 on the Western Maryland East Seniority District; between Milepost BAH 29.9 to BAH 63.7 on the Western Maryland West Seniority district; and between Milepost BUA 0.0 to BUA 16.4 on the Western Maryland West Seniority District, inclusive of, but not necessarily limited to, all yard & industry tracks in the vicinity; as outlined within the 1999 BMWE System Agreement; and

WHEREAS, CSXT, in accordance with the provisions of the February 6, 1992 Imposed Agreement, specifically that contained in Article XII, Section 1, , intends to combine the above mentioned locations into the Cumberland Seniority District; and realign the Western Maryland East Seniority District and

WHEREAS, the parties hereto desire to reach an agreement to combine the above described entire Western Maryland West Seniority District and portion of the Western Maryland East Seniority District into the Cumberland Seniority District and realign the Western Maryland East Seniority District;

NOW, THEREFORE, IT IS AGREED THAT THE COMBINATION AND REALIGNMENT WILL BE CONSUMMATED IN ACCORDANCE WITH THE FOLLOWING:

1. That portion of the Western Maryland East Seniority District described above and all of the Western Maryland West Seniority District are combined into the Cumberland Seniority District.

2. Employees on the Western Maryland West or East Seniority District Rosters will be dovetailed onto the Cumberland District Roster using their earliest seniority date on, respectively, the Western Maryland West or East Seniority District Roster. If such employee is already on the Cumberland Seniority District Roster, that employee’s place on such roster will be based on the earliest date for that employee on the Cumberland or Western Maryland East or West Seniority District Rosters.

3. Notwithstanding Section 2, employees who were on the Cumberland Seniority District Roster on the day before this seniority district combination shall have priority over
employees establishing seniority for the first time on that Roster as a result of this combination when bidding on headquartered positions on the Cumberland District. In addition, as between employees who were on the Cumberland Seniority District Roster on the day before this seniority district combination, the relative standing of such employees on the Cumberland District Roster as of such date will be used when awarding headquartered positions on the Cumberland District.

4. CSXT is not required to maintain positions at Keyser or Bayard. If CSXT elects to do so, employees with seniority rights on the Western Maryland East or West Seniority District on the day before this Agreement shall have preference in bidding for such positions.

5. Employees hired after the date of this Agreement and placed on the Western Maryland East Seniority District Roster or the Cumberland District Seniority Roster will only have seniority on such roster.

6. The parties agree that economic protective benefits equivalent to those contained in the New York Dock conditions will be provided to any CSXT employee who is represented by the Brotherhood of Maintenance of Way Employees Division who may be determined to be a “displaced” or “dismissed” employee as a result of the combination and realignment of seniority districts pursuant to this Agreement. [Any claim for benefits under this paragraph will be governed under Rule 24 of the June 1, 1999 BMWE System Agreement.]

7. In order for the terms of the first proviso set forth in Article 1, Section 3 of the New York Dock conditions to be properly administered, each employee determined to be a “displaced employee” or “dismissed employee” as provided under the terms of this Agreement, who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within thirty (30) days after having established “displaced” or “dismissed” status under the criteria set forth in the New York Dock conditions, elect between the benefits under such other arrangement and this Agreement. In the event an employee fails to make such election within the said thirty (30) day period, he or she will be subject to the protective benefits of this Agreement. There shall be no duplication of protective benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.

8. This Agreement shall fulfill the requirements of Article XII, Section 1 of the Imposed Agreement dated February 6, 1992.

Signed this 25th day of July 2017.

For CSX TRANSPORTATION, INC:

Michael Skipper, Director Labor Relations
FOR BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION:

D. R. Albers, General Chairman

Jed Dodd, General Chairman

E. W. Long, General Chairman

APPROVED:

R. Sanchez, Vice President