

## Tentative Agreement between CSXT and BMWED

November 26, 2024

The following represents the tentative agreement between CSX Transportation, Inc. and the Brotherhood of Maintenance of Way Employees Division to amend their June 1, 1999 collective bargaining agreement in advance of the 2025 round of national bargaining and in full and final satisfaction of the parties' rights to serve notice and amend their agreements pursuant to the moratorium provisions of the agreements and the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

The parties agree that this tentative agreement constitutes a single, complete and comprehensive package agreement, that the agreement is subject to unconditional approval or ratification as a whole in accordance with each party's internal governance and procedures, and that no part of this agreement may be modified or rejected without modification or rejection of the agreement in its entirety.

1. General Wage Increases
  - July 1, 2025 – 4.0%
  - July 1, 2026 – 3.75%
  - July 1, 2027 – 3.5%
  - July 1, 2028 – 3.25%
  - July 1, 2029 – 3.0%

2. Vacation for New Hires (Year 0)

Effective January 1, 2025, new hire employees working full-time to have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their date of hire month (in Year 0) as follows:

- January/February – 5 days
- March/April – 4 days
- May/June – 3 days
- July/August – 2 days
- September/October – 1 day

3. Vacation Year 1 Non-qualifying Employees

Effective January 1, 2025, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National Vacation Agreement will have five (5) paid vacation days, to be taken as single day vacation subject to all applicable rules.

#### 4. Vacation Accrual Acceleration

Effective January 1, 2025, the collective agreement provisions with respect to granting of vacation will be amended to reflect the following accrual schedules:

- Two (2) or more years – 10 days
- ~~Eight (8)~~ Six (6) or more years – 15 days
- ~~Seventeen (17)~~ Fifteen (15) or more years – 20 days
- ~~Twenty-five (25)~~ Twenty-three (23) or more years – 25 days

#### 5. Health and Welfare

The following provisions are expressly contingent upon authorization, approval and implementation by the National Carriers' Conference Committee (NCCC) and the Cooperating Railway Labor Organizations (CRLO) acting as the Joint Plan Committee, administrator for The Railroad Employees National Health & Welfare Plan.

- A. Effective January 1, 2025, coverage for surviving dependents will be extended through the end of the sixth (6<sup>th</sup>) month following the month in which the employee dies.
- B. Effective January 1, 2025, plan benefits will include male sterilization procedures (i.e., vasectomy), not including reversals.
- C. Effective January 1, 2025, the individual annual maximum dental benefit will be increased from \$1,500 to \$2,500, and the individual lifetime maximum orthodontia benefit will be increased from \$1,000 to \$2,500.
- D. Effective January 1, 2025, the vision frame allowance will be increased from \$115 every two years to \$250 every two years.
- E. Effective January 1, 2025, the monthly payment for employees who elect to opt-out of coverage under the national health and welfare plan will be increased from \$100 to \$200.
- F. Effective January 1, 2025, or as soon as reasonably practicable thereafter, the plan will offer a new medical coverage option with a reduced employee-only rate.
  - 1) There will be a single funding pool to include existing plan options and the new reduced-rate option.
  - 2) The employee-only reduced-rate option employee monthly contribution will be ten percent (10%) of the carrier's monthly payment rate, and will be subject to the provisions of the Side Letter covering contribution rates during the post-2030 amendable period (attached).

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- 3) The reduced-rate option will be HSA eligible.
- 4) The reduced-rate option will have the following plan design features:

	<b>In Network</b>	<b>Out of Network</b>
<b>Deductible</b>	\$2,500	\$5,000
<b>Out of pocket maximum</b>	\$5,000	\$10,000
<b>Coinsurance – office visits and in/outpatient care</b>	90% after deductible	70%
<b>RX – generic coinsurance (retail and mail order)</b>	10% after deductible	75% of R&C
<b>RX – formulary (retail and mail order)</b>	20% after deductible	75% of R&C
<b>RX – non-formulary (retail and mail order)</b>	30% after deductible	75% of R&C
<b>Employee contributions</b>	10% of payment rate (2025 = \$206/month)	

G. Effective January 1, 2025, the following medical and prescription drug plan rules and practices will be implemented:

- 1) Improper billing detection and mitigation programs where available with the plan's medical vendors.
- 2) Out of network referenced-based pricing programs where available with the plan's medical vendors.
- 3) Prior authorization for specialty drugs; and prior authorization, step therapy and quantity limits for non-specialty therapeutic classifications to include anti-infective agents, central nervous system, gastroenterology and ophthalmology.

H. Monthly Employee Cost-Sharing Contributions (n/a to reduced-rate option)

- 1) Effective January 1, 2025, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carriers' Monthly Payment Rate. Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carrier's Monthly Payment Rate for the relevant year.
- 2) For purposes of subsection (a) above, the "Carrier's Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carrier's monthly payments to –



- a. the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
- b. the Dental Plan for employee and dependent dental benefits, and
- c. the Vision Plan for employee and dependent vision benefits,

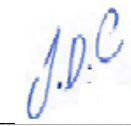
would have been made during that year, per non-hospital association road employee, in the absence of any employee contributions in the aforementioned plans.

- I. If existing national health care legislation is repealed, the parties will meet and confer on a voluntary basis to discuss the benefits that were previously mandated.

Appended:

Side Letter regarding employee monthly contributions to health and welfare plan

Memorandum of Agreement – local bargaining work rule tentative agreements



Tony Cardwell  
President  
Brotherhood of Maintenance of Way Employees Division  
41475 Gardenbrook Road  
Novi, MI 48375

Dear Mr. Cardwell:

This confirms our understanding and agreement regarding employee contributions to the Railroad Employees National Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of the Carrier's then current Monthly Payment Rate. In the event new collective agreements are not negotiated and ratified prior to January 1, 2031, the monthly cost-sharing contribution will be not be increased beyond the rate last established under the terms of the January 1, 2025 agreements.

Upon ratification of successor agreement(s), the full 15% employee contribution rate will be reinstated unless otherwise agreed. If the negotiations for such successor agreement(s) result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the rate established under the predecessor agreements, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the Railway Labor Act (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

Please acknowledge your agreement by signing in the space provided below.

Sincerely,

Jeff Wall  
Vice President, Labor Relations  
CSX Transportation, Inc.

I agree:

\_\_\_\_\_  
Tony Cardwell

Attachment " A "

Memorandum of Agreement  
(Subject to Ratification)

Between

CSX Transportation

And

The Brotherhood of Maintenance of Way Employees  
Division of the International Brotherhood of Teamsters

Rule 3 - Selections of Positions

Modify Section 4 as indicated below:

(a) A position or vacancy may be filled temporarily pending assignment. When new positions or vacancies occur, the senior qualified available employees will be given preference, ~~whether working in a lower rated position or in the same grade or class~~ pending advertisement and award. When furloughed employees are to be used to fill positions under this Section, the senior qualified furloughed employees in the seniority district shall be offered the opportunity to return to service. Such employees who return and are not awarded a position or assigned to another vacancy shall return to furlough status.

An employee who fills a temporary position pending assignment and who is within his ten (10) day bumping period because of either being displaced or on a position that was abolished, will have ten (10) days to make a displacement from the last day worked on the temporary assignment. (Side letter 24)

An employee who fills a temporary position coming from furlough will return to furlough following his occupying the temporary assignment unless he is able to go to another temporary assignment either vacant or occupied by a junior employee. (Side letter 2)

(b) An employee so assigned may be displaced by a senior qualified employee, provided displacement is made prior to the starting time of the assigned tour of duty, by notice to the foreman or other officer in charge.

(c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled, except when assigned to a lower rated position, he will be paid the rate of his regular position. The provisions of this paragraph (c) apply only when positions are filled by the Company in accordance with paragraph (a) of this Rule, and when an employee in the exercise of seniority displaces a junior employee. The provisions of this paragraph (c) do not apply to employees assigned by the company to fill vacancies or new positions pending advertisement after they have expressed a desire not to be assigned. In cases where no employee expresses a desire to fill a vacancy but the Carrier has need to fill the vacancy, the most junior qualified employee will be utilized to fill the vacancy.

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(d) An employee assigned to temporary service may, when released, return to the position from which taken without loss of seniority; in the event the position from which he was taken has been permanently filled by a senior employee in the exercise of seniority or abolished during his absence, he may exercise his seniority in accordance with provisions of Rule 4, Section 2.

An employee completing a temporary assignment under this rule will, within ten (10) days, exercise his seniority on any temporary position or return to his former permanently assigned position. If his former permanently assigned position is no longer available, he may exercise seniority as provided in Rule 4. (Side letter 24)

(e) The word "senior" as used in paragraph (a) of this Section means, first, senior in the class in which the assignment is to be made and, thereafter, in the lower classes respectively, in the same group in the order in which the classes appear on the seniority roster. The word "senior" as used in paragraph (b) of this Section means either senior in the class in which the assignment has been made or senior in the highest class in the same group in which the employee assigned holds seniority.

(f) Vacancies which are not advertised may be filled in like manner.

(g) The parties agree that nothing in this Agreement shall reduce a protected employee's guarantee rate as provided under the Mediation Agreement dated February 7, 1965 as amended.

### **Rule 3 – Selection of Positions**

Modify Section 6 as indicated below:

When an employee bids for and is awarded a position, his former position will be declared vacant and advertised. Such employee cannot make application for the position he has just vacated, unless his new position is abolished or he is displaced therefrom or if his former position is vacated by the employee who filled the vacancy or the position has been advertised and no applications have been considered for at least one (1) bidding cycle, he may then make application and his application will be considered.

### **Rule 10 – Four Day Workweek for Headquartered Employees**

Modify paragraph a, adding (a)(2) as indicated below:

Headquartered employees, generally referred to as non-mobile employees, may be assigned to a workweek consisting of four (4) ten (10) hour work days followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed workweek will include either Friday, Saturday, and Sunday; or Saturday, Sunday, and Monday

### **Rule 12 -Start Times**

Modify Paragraph (b) as indicated below:

(b) Daylight assignments shall start between 6:00AM and 8:00AM. At each headquarter location where there is a first shift, the Carrier may, by bulletin, establish a second shift at that headquarterd location. First shift assignments shall start between 6:00 AM and 8:00 AM and second shift assignments may start anytime between 3:00 PM and 11:00 PM. Once the start time of the second shift is established, the start time will not change without mutual consent of the parties.

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Second shift assignments will include a 30-minute paid meal period. In addition to the regular rate of pay, second shift positions will receive a four dollar (\$4.00) per hour premium, which will be added to the regular rate of pay and be subject to all future General Wage Increases.

Where a second shift is established, that shift will regularly be assigned with a similar gang consist and with no more than the number of personnel assigned to the first shift but in no circumstance shall it be assigned by less than two Maintenance of Way-represented employees except as provided for in Rule 12 (g) as applied to Flagmen for outside parties. For the completion of planned special projects, the Carrier may add positions to temporarily supplement the second shift consist. These additional temporary positions will be offered in seniority order in accordance with Rule 3 and 4 on a voluntary basis. In the event the Carrier assigns an employee to fill one of these vacancies after they have expressed a desire not to fill such vacancy, the employee will be compensated in accordance with Rule 3 Section 4(c).

No additional alternative start times shall be established without written agreement between the parties.

The changes and modifications referenced in Rule 12, paragraph (b) shall not apply to CSX Transportation Labor Agreement 12-0640-10 (Track Inspector Agreement). The parties understand that this Agreement will cancel and replace the Night Agreement dated December 2, 2015.

Add New Paragraph (g)

(g) Assignments for Assistant Foreman Flagman positions assigned to nighttime outside party projects<sup>1</sup> shall begin no earlier than 3:00 PM. and no later than 11:00 PM, and shall include a 30-minute paid meal period. In addition to the regular rate of pay for Assistant Foreman Flagmen, such positions will receive a two dollar (\$2.00) per hour premium, which will be added to the regular rate of pay and subject to future general wage increases.

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<sup>1</sup> In accordance with MOA 1 Section 8 these positions are limited to providing flagging protection for nighttime projects which are initiated, paid for, and for the benefit of an outside government agency.

**Rules 13 and 14 - Holiday in Lieu (HIL)**

Modify Rule 13 as indicated below:

b) When any of the above holidays fall on Sunday, the day observed by the State shall be considered the holiday. This provision shall not apply to holiday in lieu provisions in accordance with Rule 14.

Add new Paragraph (d):

d) Holidays taken in lieu of the above legal holidays shall be paid in the same manner as legal holidays.

Modify Rule 14, adding Section (h):

h) When a holiday falls on an employee's or team's assigned rest day, it may, on a voluntary basis, be moved to an assigned workday as outlined below.



1. Employees will have the option to move any holiday(s) that fall(s) on a rest day to the workday(s) nearest the normally observed holiday(s). In the event there is an odd number of rest days and one of the holidays falls equally between the rest days, the carrier will determine which workday that holiday in lieu day will be observed.
2. If any employee or team declines the opportunity to utilize HIL, they will be required to observe the holiday pursuant to the provisions of Rule 13.
3. It is understood that based on operational needs, some employees or teams may be required to work on their scheduled workday(s) and observe the holiday in accordance with Rule 13.

### **Rule 17 Questions and Answers**

Create a Q&A document that includes the following:

#### **Q1: What is the difference between Non-mobile gang work and Mobile gang work as contemplated in Rule 17?**

**A:** Non-Mobile gang work as contemplated in Rule 17 is any work that has historically been performed by the Carrier's own BMWED forces, while Mobile gang work is work of a specialized nature and as such CSXT has assigned a Mobile gang pursuant to the terms of the CBA with the specific assignment to perform specialized types of work, for example tie installation, rail installation or surfacing. It is recognized the Carrier may have other types of specialized gangs pursuant to the CBA and that this list is not exhaustive.

#### **Q2: What is the definition of "in continuation of the day's work?"**

**A:** A continuation of the day's work is any work that is required to be performed on OT that is the result of said work starting during an employee's regularly scheduled work day and then continuing into overtime.

#### **Q3: What is meant by the phrase "ordinarily and customarily?"**

**A:** The phrase ordinarily and customarily refers to the nature of work an employee performs during their regular assignment as provided for in Rule 1 of our CBA. It does not refer to the work days regularly assigned to as part of a forty hour work week.

#### **Q4: When should Mobile employees be utilized to perform overtime work?**

**A.** Rule 17 only provides Mobile employees with preference for overtime work that is a **continuation** of work that is of a specialized nature. Specifically meaning, that said Mobile team was advertised and awarded to perform specific specialized work, i.e. tie installation, rail laying, surfacing etc. and such specialized work was started by the mobile gang on straight time and that specialized work continues into overtime hours. Mobile employees who may be working as such on a seniority district where they hold seniority, may only be considered for other overtime work once all other regularly assigned fixed headquarter employees have been offered the work.

#### **Q5: When snow duty overtime work is to be performed in continuation of the normal tour of duty and both mobile and non-mobile employees have performed snow duty work**

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**together during their regular assigned work day, who gets preference for overtime when only three (3) of six (6) employees are needed for the continuation?**

**A: Headquartered non-mobile employees, who customarily and historically perform the work based on the required classification.**

**Q6: In emergency scenarios where the Carrier establishes shifts consisting of straight time, overtime, and potentially paid rest; with mobile and non-mobile employees working where the shift work will be performed, who gets preference for either shift?**

**A: Non-mobile employees will be given shift preference.**

**Q7: In scenarios where the Carrier needs one (1) Foreman, one (1) Machine Operator, and three (3) Trackman to perform planned overtime work that is not a continuation of the normal tour of duty, and there are no Trackman assigned to the location where the work will be performed, who gets preference for the overtime trackman work?**

**A: The senior non-mobile employee in the trackman classification, on the seniority district in question.**

**Q8: On inspection teams containing two (2) Track Inspectors who are assigned to inspect the same territory, with one employee assigned to a Sunday through Wednesday workweek and the other employee assigned to a Wednesday through Saturday workweek, who gets preference for overtime work that is to be performed outside the normal tour of duty that is not a continuation of the day's work?**

**A: The senior track inspector. In the event that the (2) Track Inspectors above are assigned to inspect different territories, the Senior Track Inspector who is regularly assigned to inspect the territory will be given preference.**

**Q9: Who gets preference to perform Track Inspector callout work when the bid in track inspector is unavailable or declines the work opportunity?**

**A: The next senior, qualified and available employee on the Track Inspector Roster on the seniority district.**

**Q10: Where a non-mobile Assistant Foreman Flagman has been assigned to perform flagging work for the same project throughout his regular assigned work week and there is a need to flag for the same project on the employee's assigned rest days, does he get preference to perform the overtime work over a senior Assistant Foreman Flagman assigned to the same seniority district who was flagging for an alternate project throughout his regular workweek?**

**A: The same non-mobile Assistant Foreman Flagman would still be given preference to perform the work as this is a continuation of the work they performed during their regularly scheduled work week.**

**Q11: When employees are needed to perform Rail Train or Rail Grinder support work that is performed outside employees' assigned work periods and the work traverses across multiple seniority districts, who gets preference for overtime work that is to be performed outside the normal tour of duty that is not a continuation of the day's work?**

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A: The senior non-mobile employee(s) in the required classification(s) on the seniority district(s), where the work is to be performed. If the work traverses multiple seniority districts as contemplated above, the Carrier would be required to arrange and utilize the proper forces to perform the work on each district/headquarter location.

It is recognized that if the Carrier has established a specialized mobile team to perform Rail Train / Rail Grinder support work and such specialized work was started by the mobile team on straight time and that specialized work continues into overtime hours, said mobile team will be given preference.

**Q12: When multiple mobile teams are working on a particular SLWT or Seniority District, which employees get preference to perform derailment work after all headquartered non-mobile employees have been exhausted?**

A. The senior employee on the district roster in the classification required to perform the work. Once all employees holding seniority on the district have been exhausted and additional employees are needed, the preference would be based on their ranking on the applicable SLWT bid/bump list in the required classification.

**Q13: Where two fixed headquarter locations are within the same seniority district and each location has one Track Foreman assigned at each location with defined territories/sections, which Track Foreman gets preference for a callout to perform Track Foreman duties on the seniority district in question?**

A: The senior Track Foreman on the district who is regularly assigned to the fixed headquarter territory/section where the work is to be performed.

**Q14: If you have multiple gangs assigned to the same headquarter location with defined sections, who would have preference to overtime?**

A: In the event the gangs have defined territories or sections within the same seniority district, the senior employees regularly assigned to the territory/section where the overtime is needed shall be given preference to the work.

**Q15: How will defined sections and reporting locations be identified?**

A: The Carrier shall provide a list of each track supervisor's assigned territories and the reporting locations for each territory, recognizing this list does not modify employee's rights on their respective seniority districts pursuant to Rule 4, Section 5.

### **Rule 32 - Bereavement**

Modify Rule 32 as indicated below:

Bereavement leave, not in excess of three (3) calendar days following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent, grandparent, grandchild, domestic partner, half sibling, step-sibling, stepparents, or step children. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed

*JW* *JDC*

for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. (See Appendix 1.)

**Rule 44 - Safety Equipment**

Rename rule: Rule 44 – Safety Equipment and Drinking Water

Modify existing language in (a) below and add new Paragraph (b) and (c) as indicated below:

- (a) The Carrier shall provide protective clothing, lighting, and equipment that it deems necessary for the protection of the safety ~~and~~ health, and security of employees covered by this Agreement. The Carrier will continue to provide one pair of safety shoes per year in conjunction with its annual safety certification.
  
- (b) BMWED members shall be permitted to attach or display the official BMWED logo on CSXT approved hard hats, safety vests, and "hi-viz" shirts. The BMWED logo shall be no larger than 3"x 3" for hard hats and 5"x 5" for safety vests and "hi-viz" shirts. BMWED Logos shall not obscure any CSXT logos, identifiers, or be placed in a location that compromises the intended safety function of the hardhat, shirt, or vest. The BMWED logos shall not contain or be accompanied by any messaging or other displays.
  
- (c) The Carrier will provide an adequate supply of bottled 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.

**Rule 45: Employee Information**

Rename rule: Rule 45 – Employee Information and Union Attendance at Meetings

- a) The carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and social security numbers, if available, otherwise the employees' identification numbers. This information will be limited to employees covered by the collective bargaining agreement of the respective General Chairman. The data will be supplied within 30 days after the month in which the employee is hired or terminated. When the railroad cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

Add Paragraph (b) as indicated below:

- (b) Accredited BMWED representatives may be present at meetings for System Production Team start-up, and will be allowed up to 30 minutes to present information regarding union representation and membership to new hire orientation training classes.

**Company Provided Lodging**

Replace the "Lodging" section of 2012 Attachment "A" with the following:

All employees entitled to lodging shall be provided suitable lodging, which is defined as housing in a secure, decent, and reputable establishment, which is mutually satisfactory to the General Chairman and the designated CSXT officer.

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The facilities to be furnished as follows:

1. Single occupancy rooms in a modern commercial hotel or motel being, well ventilated, lighted, heated and air-conditioned, pest free, with appropriate equipped private toilet and bath facilities.
2. Rooms will be equipped as generally found in commercial motel/hotels.

In the event protest is made concerning any lodging issue, the matter will first be referred to local management. If unresolved, the matter will be referred to the General Chairman and Highest Designated Officer to determine whether the lodging is still mutually satisfactory.

**Stabilization of Critical Positions**

Create a new Letter of Agreement (LOA) that includes the following provisions:

- a) Effective January 1, 2025, the hourly rate of pay for all non-SPG BMW E Foreman, Welder Foreman, B&B Foreman, B&B System Foreman, and Welder positions ("critical positions") shall be increased as follows, subject to future wage increases. Excludes rail plant, switch panel facility, and jack and bore foremen and welders.

<u>Welder Foreman:</u>	<u>\$44.27 per hour</u>
<u>Foreman:</u>	<u>\$41.89 per hour</u>
<u>Welder:</u>	<u>\$41.89 per hour</u>
<u>B&amp;B Structural Welder:</u>	<u>\$41.89 per hour</u>
<u>B&amp;B Foreman:</u>	<u>\$41.89 per hour</u>
<u>B&amp;B System Foreman:</u>	<u>\$41.89 per hour</u>

- b) Employees assigned by bulletin to these critical positions shall not be permitted to bid off such positions for a period of one year (365 days) from the date they physically assume the duties of the position, except in cases of hardship, to another critical position, or to bid to an Assistant Foreman Flagman position. Employees who desire to be released from critical positions as a result of an unforeseen hardship shall make their request, in writing, to the Director of Labor Relations, with a copy to the employee's General Chairman. The Director and General Chairman shall cooperate to determine if the employee shall be allowed to bid off to another position and shall so notify him, in writing, within ten (10) days of receiving his request.
- c) An employee who exercises seniority pursuant to Rule 4, Section 2 of the June 1, 1999 Agreement to displace an employee assigned to a critical position with less seniority shall not be permitted to bid off that position for a one year (365 days) period beginning from the date that he physically assumes the duties of that position, except: 1) in the case of a hardship as referenced in b) above; 2) to bid to a SPT position during seasonal start-up (but no later than February 28th of each year); 3) to bid to another critical position; or 4) to bid to an Assistant Foreman Flagman position.
- d) It is understood that employees bidding off their assigned critical position to an Assistant Foreman Flagman position as referenced in b) or c) above will forfeit all entitlement to the lump sum continuity payment referenced in d) below.
- e) For each consecutive one year (365 days) period that an employee remains on a critical position, they shall be entitled to a lump sum continuity payment as follows:

After 1 year (365 days)	\$1,500.00
After 2 years	\$2,000.00
After 3 years	\$2,500.00
After 4 years and all successive years	\$3,000.00

Such continuity compensation shall be paid within thirty (30) days of the completion of each one year (365 days) of service on the critical position. Employees who voluntarily vacate a critical position, except to occupy another critical position, will forfeit all entitlement to the lump sum continuity payment; however, if the Carrier abolishes a critical position or if an employee assigned to a critical position is displaced by a senior employee, the Carrier will be required to pay the continuity compensation earned as of that date on a pro-rated basis, payable within thirty (30) of the employee leaving the position.\*

\*(Example - If an employee worked a Foreman position from January 1st to June 30th (a total of 181 days) and was displaced by a senior employee on July 1st, the displaced employee would be entitled to 181/365 of the lump sum payment for occupying the position from January 1st to June 30th. The same lump sum payment would be required if the Carrier abolished the Foreman position effective July 1st.)

- f) In order to provide for an orderly implementation of this Agreement, all current critical positions will be abolished and re-bulletined during the month of December, 2024. The new job bulletins will identify the new terms and conditions that will apply pursuant to this Agreement. The abolishment of existing critical positions and establishment of these new critical positions will be coordinated so that existing assignments will end no later than January 3, 2025 and new assignments will begin on January 6, 2025.

**Paid Sick Leave Carry-over**

Effective January 1, 2025, BMWED-represented employees will have the option to carry-over up to four (4) days of unused paid sick leave in any calendar year to a maximum bank of twenty (20) days. Banked sick leave days may only be utilized after all current year paid sick leave days are exhausted in any calendar year, and only for documented critical or long-term injury or illness. The Carrier may require the employee to provide a note from a healthcare provider to document the need for the utilization of any banked sick leave. Unused banked paid sick leave days will be paid out at 100% of the value upon the employee's resignation or retirement.

**Annual Bulletin Requirement for B&B System and Zone Teams**

Modify Section 12 of CSX Transportation Labor Agreement No. 12-006-09 (MOA2) by adding new Paragraph E as indicated below:

E. Positions on B&B System and Zone Teams are exempt from the provisions of Section 2 of the System Production Gang Agreement that requires annual bulletining.

**SPT System Seniority and addition of SPT Vehicle Operator Roster**

Modify Sections 1, 2, 4, and 5 of Appendix "S" as indicated below:

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

A. All employees subject to this agreement presently holding seniority on a BMW Track Sub department Foreman, Assistant Foreman, Machine Operator, Vehicle Operator\*, or Track Laborer (including Track Repairmen, Trackmen, etc.) Service Lane Work Territory (SLWT) bid/bump list shall be listed on a "SPG Roster" consistent with their classification in the order of their earliest seniority in that classification. The SPG Rosters will at a minimum list the employee's name, CSX Identification Number, and his seniority date in the classification and the home SLWT bid/bump list his ranking on the SPG is based upon. (~~Amended 2/23/11~~)

\*Employees hired on or prior to June 30, 2012 will be ranked on the System Vehicle Operator Roster based on their System Trackman seniority date. Employees hired on or after July 1, 2012 will be ranked on the System Vehicle Operator Roster based on their earliest vehicle operator seniority date.

B. Where two or more employees have the same Trackman's seniority date they shall be ranked and listed in alphabetical order of their surnames on the SPG Trackman's seniority roster. Employees with the same seniority dates in any of the other classifications listed above shall be ranked in the same order as they appear on the SPG Trackman's seniority roster. (~~Amended 9/28/93~~)

C. Employees who are assigned by bulletin to a SPG position in a classification, in which they were not previously listed on a SPG Roster, will have their names added to the SPG Roster corresponding to that classification as of the date assigned by bulletin. Employees assigned on the same date will be listed in the same relative order as they appear on the SPG Trackman's seniority roster. Employees placed on such rosters will also establish seniority on the equivalent roster under his home seniority district roster and associated SLWT bid/bump list. (~~Amended 9/28/93, 6/1/99 and 2/23/11~~)

D. In the event a position on a SPG is filled by a new hire, including those employees holding BMW seniority in other than the Track Sub department, and that new hire is not rejected in writing within sixty (60) calendar days after first performing service, then such new hire will have his name placed on the SPG Roster in the classification in which he was hired, as of the first day worked, as well as establishing seniority in that classification on the seniority district of his choice provided he does so in writing to the Director Employee Relations no later than sixty (60) days after establishing SPG seniority. If such election is not timely made he will establish seniority on the roster in the classification nearest his place of residence as indicated by payroll records.

## Section 2 - Bulletining and Filling SPG Positions (~~Amended 9/28/93~~)

A. Inasmuch as multiple gangs and positions will be bulletined at the same time, employees shall have the right to bid on any, or all of such positions on such bulletins, by indicating on the application their preference in order of the positions desired. The bid form facilitating this process is attached hereto as Attachment "A".

B. Bulletins for all SPG forces will be posted at all headquarters and reporting locations of the employees subject to this agreement, not later than November 10th of each year. Copies will be mailed to all General Chairmen, Local Chairmen, and Foremen in the Track Sub department. The General Chairmen will be furnished their copies at least one week in advance of general distribution. Copies of the annual bulletin for SPG positions will also be promptly mailed to all employees subject to this agreement, active and furloughed. (~~Amended 9/28/93~~)

C. All SPG positions, regardless of when the gangs commence work, will be bulletined annually for a period of not less than twenty (20) calendar days in the month of November and assignments will be made by December 15 of the year in which the SPG positions are bulletined. (~~Amended 9/28/93~~)

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D. Positions on SPGs will be awarded in the following order:

~~1.i. To the senior employee holding SPG seniority in the classification bulletined who has seniority in the classification bulletined who has seniority in the classification on one of the SLWT bid/bump lists over which the SPG is programmed to work. (Amended 8/X/23)~~

~~ii. Before awarding positions pursuant to Section 2. D. 2, refer to Section 28 of this agreement.~~

~~2.i. To the senior employee holding SPG seniority in the classification bulletined, but who does not hold seniority on one of the SLWTs over which the SPG is programmed to work. (Amended 2/23/11)~~

~~ii. Before awarding positions pursuant to Section 2. D. 3, refer to Section 28 of this agreement.~~

~~3 2.~~ Failing to fill the position in accordance with Section 2(D)(1) ~~or (D)(2)~~ above, the position will be filled from the lower successive classes following the same principles contained therein.

~~4-3.~~ With respect to bulletins for machines or categories of machines listed in Section 25, the classification shall be the machine or category of machines listed in the bulletin.

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

E. Failing to fill any SPG position in accordance with Section 2(D)(1), or (D)(2) ~~or (D)(3)~~ above, the Carrier shall offer the position to furloughed BMW employees not subject to this agreement prior to the employment of new hires.

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

#### Section 4 - Filling Vacancies Pending Bulletining and Assignment

A. All Foreman, Assistant Foreman, Vehicle Operator, and Machine Operator vacancies filled temporarily, including positions on machines or categories of machines listed in Section 25, pending assignment by bulletin, shall be filled as follows:

1. By offering the position in seniority order to the employees who are working on the SPG where such vacancy exists, and who are listed on the SPG Roster in the classification in which the vacancy exists, and who are not occupying a position within that classification or any higher classification.

2. Failing to fill vacancies in accordance with (1) above, the position shall be offered in seniority order



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to the employees who are working on the gang where the vacancy exists, who are listed on the SPG Track Laborers Roster.

B. All Track Laborer vacancies filled temporarily pending assignment by bulletin shall be filled by offering the position in seniority order to furloughed employees on the SLWT where the gang is working when the vacancy occurs, who are listed on the SPG Track Laborer Roster. (~~Amended 2/23/11~~)

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

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

Modify Section 18 of Appendix "S" (E) - Schedule Modifications (amended 4/2/24) by adding new Paragraph H as indicated below:

- H. In the event the Carrier modifies a gang's schedule resulting in a gang not performing programmed work on a particular SLWT or the Carrier adds a particular SLWT that was not previously included in that gang's schedule, employees from that gang with seniority on the specific SLWT that has been removed from or added to the gang's schedule will have the right to exercise a displacement in accordance with Rule 4 Section 2 of the June 1, 1999 Agreement.
  - 1. Employees shall have ten (10) calendar days from the date the updated Grid is issued to notify their supervisor of their intent to exercise seniority.
  - 2. In such cases, the Carrier's HOO and General Chairman will meet and confer to determine the schedule of employees who shall be permitted to exercise their seniority during subsequent bidding cycles based on the needs of service.

**Forced Overtime for System Production Teams**

Section 7 of Appendix "S"

The use of mandatory overtime on System Production Teams' assigned rest days shall be limited to completing a specific project, making adjustments for project modifications resulting in increased project totals, or establishing a tangible daily average for project completion.

Section 1 – Limitations

- a) No team shall be mandated to work on more than fifteen (15) assigned rest days within each calendar year.

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- b) Any mandatory overtime requirements on a rest day(s), will be consecutive with a regularly assigned workday.
- c) In the event a System Production Team is required to work one (1) or both of their assigned rest days for three (3) consecutive weeks, the Carrier will ensure employees assigned to the respective team are permitted to observe their assigned rest days during the following week.

**Section 2 - Advanced Notification Requirements**

- a) Employees shall be provided at least twenty-four (24) hour verbal notification in advance of any mandatory overtime on an assigned rest day.
- b) In the event the Carrier is unable to provide twenty-four (24) hours advance notification of mandatory overtime on a rest day and it is still necessary, the double time rate of pay will apply for all hours worked on the respective team's assigned rest day.
- c) In the event the Carrier needs a team to work mandatory overtime beyond the provisions of Section 1 (a) above, all mandatory overtime will be paid at the employee's respective double time rate of pay.

**Section 3 – Rescinded Mandatory Overtime**

In the event the Carrier notifies employees in accordance with Section 2(a) above and subsequently rescinds the notification, the Carrier will be required to compensate the employees so notified a minimum of two (2) hours and forty (40) minutes at their respective overtime rate of pay.

**Section 4 - Special Circumstances**

The Carrier will make a reasonable effort to remedy special circumstances for individuals that may have a valid excuse not to work mandatory overtime.

**Section 5 – Failure to Report**

Employees that fail to report after being advised that they are required to work mandatory overtime will receive an FTR under the Carrier's Attendance Policy, unless they've received prior permission from their supervisor or if they are observing a sick day.

**SPT Winterization**

Modify Section 26 of Appendix "S" as indicated below:

**Section 26 - Winterization of SPG Equipment**

A. Winterization of SPG equipment will be performed by some members of the SPG whose equipment is being winterized, notwithstanding that during the period of winterization, and at that time only, fewer than 20 members of the SPG may be engaged in winterization.

B. Winterization may occur on a Service Lane Work Territory as identified in the initial bulletins that are posted for the succeeding production season. Preference will go to qualified members of that SPG unit who have seniority in the required job class ~~on the district where the work will take~~

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~~place. If more people are required they will be obtained in seniority order from those who hold seniority in the required job class and members of that SPG unit.~~

~~1. Winterization occurs in two (2) phases. The first phase of the winterization process is that which is performed beginning with the abolishment of a particular team up to the end of the current calendar year. The second phase of the process is that which occurs at the beginning of the following calendar year until that particular team actually commences working for the new production season.~~

~~a. The parties agree that at the beginning of the following calendar year, since the awards for the coming production season have been made, the employees who are assigned by bulletin to those positions then become the new candidates for the remainder of the winterization process.~~

~~1. The parties agree that winterization shall not occur after January 15th of each year, unless otherwise agreed upon by the Carrier and Organization.~~

C. Employees retained for winterization will be governed by the following:

1. SPG Tie and Surfacing Teams will maintain no more than 4 machine operators who are on the Machine Specific System Machine Operator roster and such machine operators will be utilized in seniority order. Additional machine operators from that SPG will be entitled to the positions based on their system machine operator roster seniority.

2. SPG Rail Teams will maintain no more than 3 machine operators who are on the Machine Specific System Machine Operator roster and such machine operator's will be utilized in seniority order. Additional machine operators from that SPG will be entitled to the positions based on their system machine operator roster seniority.

D. It is understood that this provision will not be referred to by either party in the handling of any other matter.

**Appendix "S" Section 27 - Starting Times**

Modify Paragraph A as indicated below:

A. When the starting time of a SPG is before 4:00 a.m. or after 11:00 a.m., each employee assigned to that SPG will receive a ~~\$1.00~~ \$2.00 per hour differential for all hours worked while assigned to such starting time. The \$2.00 differential will be subject to all future General Wage Increases.

**Codification of Appendix "S"**

The parties further agree to codify Appendix "S" with all applicable amendments and side letters.