

MEMORANDUM OF AGREEMENT

Between

CSX TRANSPORTATION, INC.

(former B&O(Proper), B&OCT, B&O(Toledo Division), C&O-PM/HV, RP&P, and TRRY)

And Its Employees represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

When there is a surplus of engineers the Carrier may advertise Engineer Reserve pool positions subject to the following provisions;

1. The Carrier will determine the number of Engineer Reserve Pool positions that may be established at each location. Bulletins covering such positions will be made available through the Crew Management Center system via CRT for a period of seven days and will be awarded to the senior engineers making application for same. Additions to an Engineer Reserve Pool will be handled in the same manner.

2. Engineers assigned to an Engineer Reserve Pool will be paid at seventy percent of the basic yard engineer's five day rate without a fireman, six days per week (currently \$1,168.08 per fourteen (14) day pay period). Engineers not assigned to the reserve pool an entire fourteen (14) day period will have their guarantee prorated (currently \$83.43 per day) for each day assigned to the pool.

3. (a) Reduction of positions in the Engineer Reserve Pool will be made in reverse seniority order. Engineers assigned to a reserve pool must hold themselves available for return to service and must report for service upon seven (7) days' notice. Reserve pool payments will be discontinued at the expiration of the seven (7) days.

(b) Engineers assigned to an Engineer Reserve Pool will keep the carrier advised of their current addresses and telephone numbers.

4. (a) Engineers who have been assigned to Engineer Reserve Pool positions for twenty-eight (28) days or more will be permitted to voluntarily exercise seniority to engineers' positions. Such Engineers must give the designated supervisor of the Crew Management Center fourteen (14) days' advance written notice and will be permitted to exercise their seniority on the first day of the pay period following the fourteen (14) day notice.

(b) Vacant positions on an Engineer Reserve Pool will be subject to seniority and assignment will be made effective at 12:01 AM. on the first day of each pay period. In the event no bids are received from Engineers for Reserve Pool positions established by this Agreement, the positions will not be filled; however, vacant positions may be claimed on the first day of each pay period by the senior Engineers, provided such Engineers notify the Carrier 48 hours in advance of the first day of each pay period.

(c) Engineers assigned to an Engineer Reserve Pool may be displaced by senior Engineers after the initial twenty-eight days effective at 12:01 A.M. on the first day of any pay period, provided such Engineers give the designated supervisor of the Crew Management Center fourteen (14) days' advance written notice. Engineers being displaced will be notified no less than seven (7) days in advance of such displacements.

NOTE: Engineers assigned to an Engineer Reserve Pool will not be allowed to claim either permanent vacancies or known 5-day vacancies.

5. (a) Engineers taking vacation during the time they are assigned to the Engineer Reserve Pool will not be entitled to any payment provided by Section 2 hereof for the number of vacation days taken.

(b) Engineers assigned to the Engineers Reserve Pool will not be eligible for holiday pay, bereavement leave, jury duty pay, or any other similar allowances.

(c) Engineers assigned to the Engineers Reserve Pool are covered by health and welfare plans, union dues check-off, discipline and grievance procedure rules applicable to employees in active service.

6. (a) Engineers assigned to an Engineer Reserve Pool may engage in other employment which is not in conflict of interest without any offset of earnings. They will however, be required to maintain their operating, rules and physical qualifications for performance of active service and hold themselves available for recall on seven days' notice.

(b) Engineers assigned to an Engineer Reserve Pool may be called and used to supplement an Engineers' Pool or Extra Board when such are exhausted, but they do not have to remain available for such calls. Engineers who desire such emergency work will notify the Crew Management Center of same and will be placed on a preferential call list. When engineers are called from the list, they will be required to accept the call if they are contacted by the Crew Management Center.

7. The Carrier will give advance notice to the Local Chairman on the involved seniority district prior to advertising Engineer Reserve Pool positions. A copy of this notice will be sent to the General Chairman.

8. This agreement may be cancelled by twenty-five (25) days' advance written notice, either party to the other.

Signed at Jacksonville, Florida this 12th day of January 1994.

FOR THE ORGANIZATION

FOR THE CARRIER

____S/Don M. Menefee_____

____S/G. F. Leip_____