

CSXT Labor Agreement 1-014-01  
Memorandum of Agreement  
Between  
CSXT Transportation, Inc.  
and its employees represented by  
Brotherhood of Locomotive Engineers  
(Former B&O)

The following "No Runaround Rule" is agreed for all Locomotive Engineers operating in unassigned through freight pool service, in the Eastern and Western Consolidated Districts.

1. Unassigned through freight pool engineers called in turn from the home terminal to the away from home terminal who are runaround by another unassigned freight pool engineer operating/deadheading in the same service will regain their turn upon arrival at the away from home terminal.
2. Unassigned through freight pool engineers called in turn from the away from home terminal to the home terminal who are runaround by another unassigned through freight pool engineer operating/deadheading in the same service will regain their turn back upon arrival at the home terminal. The engineers must notify the appropriate crew caller, within one (1) hour of their final duty off time of the name of the engineer(s) he is entitled to marked ahead of. When the engineers are given their turn in accordance with the information furnished, the Carrier will not be penalized.

Note: Engineers not called in proper turn at their away from home terminal account insufficient rest will not be due additional payment, but will be sequence in accordance with the provisions set forth in paragraph 2 above.

3. The sequencing of the engineers' runaround will not affect the standing of an engineer who arrives in the terminal between the engineers being sequenced. As an example: an engineer who is called in short turnaround service, which arrives in the terminal between the engineer(s) to be sequenced. Such engineers will retain their relative standing between the engineers, once sequenced in accordance with paragraph 1 or 2 above.
4. This agreement does not relieve the Carrier of payments provided for in the respective schedules when engineers are not called in proper turn.
5. This Agreement will become effective on August 1, 2001, and will remain in effect until changed in accordance with the Railway Labor Act, as amended, with the exception as set forth in paragraph 6 below.
6. After the effective of this Agreement, either party, signatory to this Agreement may request a conference to address the conditions set forth under paragraph 2 above. If it is determined that the administration of said paragraph is deemed either untenable, or unduly cumbersome to administer, a conference will be scheduled promptly to address said issue. If a mutual consensus can

not be reached, the parties may agree to a computer generated adjustment, consistent with paragraph 1, or may cancel understanding only as it relates to paragraph 2 by serving a thirty (30) day written notice either party to the other.

Signed this 24<sup>th</sup> day of July 2001 at Pointe Vedra Beach, Florida

FOR THE CARRIER:

FOR THE EMPLOYEES

S/

S/

G.A.Gordon, Senior Director  
Labor Relations

D.M. Menefee – General Chairman  
Brotherhood of Locomotive Engineers