MEMORANDUM OF AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND
THE BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYES DIVISION - IBT

WHEREAS, the parties have ongoing disputes over the interpretation and application of the Scope Rule of the June 1, 1999 Agreement as it relates to contracting out rail lubrication work; and,

WHEREAS, the parties desire to settle existing claims and minimize future disputes over the interpretation and application of the Scope Rule of the June 1, 1999 Agreement with respect to contracting out rail lubrication work; and,

WHEREAS, the parties desire to resolve such issues as specifically addressed herein;

IT IS THEREFORE AGREED:

I. **Affirmation of Reservation of Work**

a. All work in connection with the installation, maintenance, repair, and filling of wayside mechanisms used in the lubrication, greasing, or reduction of friction of rail used by the Carrier in the performance of common carrier service on property is scope covered work under the June 1, 1999 Agreement. Such work shall be referred to collectively as Lubricator Maintainer work for the purposes of this Agreement. It is recognized that Lubricator Maintainer work has also been customarily or traditionally performed, at certain locations, by the Carrier’s BMWED-represented Maintenance of Way forces (BMWED Employes).

b. The work of surveying in connection with the installation of wayside lubricator mechanisms has not and is not considered scope covered work. Such work may be performed by either a contractor or a BMWED Employe at the Carrier’s discretion.

c. Nothing in this agreement is intended to infringe upon the work right of other crafts as defined within the Scope of the June 1, 1999 agreement as amended.

II. **Permissible Contractor Use For Maintenance of Way Lubricator Maintainer Work**

a. The parties recognize that the Carrier entered into a service agreement dated December 5, 2016 (Lubricator Contractor Service Agreement) with an outside
contractor L.B. Foster (Lubricator Contractor) involving the performance of Scope covered Maintenance of Way Lubricator Maintainer work at specific locations on the Carrier’s property. The Lubricator Contractor Service Agreement was provided to the Organization on or about November 30, 2017. The parties further recognize that the Lubricator Contractor Service Agreement has a finite duration which is understood to expire on or before December 31, 2023.

b. The Carrier may continue to allow outside forces to perform certain Maintenance of Way rail lubricator work while the Lubricator Contractor Service Agreement remains in force. The Lubricator Contractor work shall be limited to the specified tasks and work locations explicitly identified in the Lubricator Contractor Service Agreement. The work of maintaining and filling the rail lubricators covered by the Lubricator Contractor Service Agreement may be performed by the Lubricator Contractor throughout the term of the Lubricator Contractor Service Agreement.

c. The Carrier shall assign a BMWED Employe to work alongside each Lubricator Contractor working on Carrier property via the Lubricator Contractor Service Agreement. The BMWED Employe shall assist in the actual performance of all the tasks of the Lubricator Contractor employee with the exception of surveying referenced in Section I (b) and filling work as referenced in Section II (b) above.

d. In all circumstances above which involve the use of a Lubricator Contractor employee, a BMWED Employe will be provided to obtain track authority and provide Roadway Worker protection when necessary/required to perform the work.

e. At the conclusion of the Lubricator Contractor Service Agreement, all Lubricator Maintainer work such as the installation, maintenance, repair, and filling work, shall revert to being performed exclusively by BMWED Employes, except for the associated communications equipment on the units.

f. This Agreement in no way expands the amount of Maintenance of Way work that may be performed by the Lubricator Contractor.

g. The Carrier agrees to provide the Organization with an updated listing within sixty (60) days of the effective date of this agreement which identifies the lubricator locations, as well as the number of Maintenance of Way Employes assigned as Lubricator Maintainers on the territory as of December 6, 2017. For the purpose of enforcing this agreement, the General Chairman may request records while the Lubricator Contractor Service Agreement is in force. Any claims filed in connection with such records request will be governed by a sixty (60) day time limit from the date of receipt of the Carrier’s records in which to file a claim while other matters remain governed by Rule 24.
III. No Reduction in Maintenance of Way Rail Lubricators Positions

a. The Carrier will not reduce the number of Maintenance of Way Lubricator Maintainer positions on the territory falling within the area covered by the Lubricator Contractor Service Agreement while the Lubricator Contractor Service Agreement is in force.

IV. Additional Contracting Agreements

a. The Carrier agrees that it shall not further contract out Maintenance of Way Lubricator Maintainer work on the territory covered by the Lubricator Contractor Service Agreement. The Carrier also agrees that it shall not contract out Maintenance of Way Lubricator Maintainer work to outside forces on Carrier territory falling outside the area covered by the Lubricator Contractor Service Agreement.

V. Wage Differential

a. Effective with the date of this agreement, in addition to their standard rate of pay, employees assigned to a Lubricator Maintainer position on the territory covered by the Lubricator Contractor Service Agreement will be paid a differential of $1.30 per hour. The differential will be included with the standard rate of pay for the purpose of calculating and accumulating overtime. The differential will not be included for the purpose of GWI or COLA increases. The differential will continue to be paid through December 31, 2023, after which time the differential pay will expire.

VI. Payment of Outstanding Claims

a. The Carrier shall make a lump sum payment on all outstanding claims covered within the parties’ Settlement Agreement as well as all claims properly filed with the Carrier prior to December 6, 2017 which involve the Lubricator Contractor performing Maintenance of Way Lubricator Maintainer work. Full payment shall be made within thirty (30) days of execution of this Agreement.

b. The claims shall be paid based on the amount of claimed hours at the rate of $58.00 per hour. The amount and method of calculating this payment will not set a precedent and will not be referred to in the handling of any other claims.
VII. Effect

a. This Agreement shall be considered a special agreement as to the terms and conditions specifically addressed herein and shall amend the June 1, 1999 Agreement as to those terms and conditions.

b. All terms and conditions not specifically addressed herein shall continue to be controlled by the June 1, 1999 Agreement. All matters concerning the contracting out of work that are not specially addressed herein shall continue to be controlled by the Scope Rule of the June 1, 1999 Agreement and is without prejudice to either party’s position with respect to the meaning of the Scope Rule in such matters.

c. This Agreement will remain in effect until modified in accordance with the requirements of the June 1, 1999 Agreement and Railway Labor Act, as amended.

This Agreement is effective the 21st day of December 2017.

FOR THE CARRIER:

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Michael Skipper, Director Labor Relations

FOR THE ORGANIZATION:

Dennis R. Albers, General Chairman
Allied Federation

Edward W. Long, General Chairman
Consolidated Rail System Federation

Jed Dodd, General Chairman
Pennsylvania Federation Affiliated Federation

Jack David, General Chairman

APPROVED:

Roger D. Sánchez, Vice President