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IDnum 177 **Language** English **Country** United States **State** OH

Union BLET (Brotherhood of Locomotive Engineers and Trainmen) - a division of IBT

Local

Occupations Represented
Rail transportation occupations

Bargaining Agency CSX Transportation Inc.

Agency industrial classification (NAICS):

48-49 (Transportation and Warehousing)

BeginYear 1988 **EndYear** Unknown

Source http://ble481.homestead.com/files/WVa_Consolidated_E-224-87.doc

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

W.VA. CONSOLIDATED

CSXT Labor Agreement E-224-87

**AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
(Former Baltimore and Ohio)
AND THEIR EMPLOYEES REPRESENTED BY
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

IT IS AGREED:

Effective MARCH 11 1988, the G&B, MR, W-OR and WV&P seniority districts will be consolidated into one seniority district for engineers, to be known as the Consolidated West Virginia District.

ARTICLE I - PRIOR RIGHTS

A. Prior rights on the separate districts will be preserved for engineers, holding seniority as such on or before the effective date of this Agreement and such employees will begin to accrue seniority on the consolidated roster in accordance with their relative standing on their prior-right rosters.

B. Engine service employees promoted to locomotive engineer after the effective date of this consolidation will hold seniority as engineer over the entire consolidated seniority district. The date of successful completion of the Engineers' Training Program will be used to establish Engineer's Seniority date for such engine service employees.

ARTICLE II - SENIORITY ROSTER

A seniority roster for the consolidated seniority district will be prepared effective MARCH 11 1988, and each year thereafter in accordance with applicable agreement rules, listing the relative standing of all engineers whose seniority is encompassed by the consolidated district. The initial position of each employee on this Consolidated Roster will be determined by the engineer's date of hire in engine service. To establish their relative seniority standing on the Consolidated Roster, engineers appearing on separate prior-right rosters with the same date of hire will be placed on the Consolidated Roster according to date of birth as recorded with the Carrier as of the effective date of this Agreement, with the senior in age being placed first.

ARTICLE III - EXTRA LISTS

Engineers' Extra Lists at the various terminals will continue to be established and regulated in accordance with applicable Agreement rules.

Consolidated extra lists protecting all engineers' vacancies at the various terminals will be established and maintained in lieu of the Prior-Right Extra Lists when no Prior-Right engineer is holding a position on such list(s).

ARTICLE IV - PROTECTING SERVICE

A. (1) A prior-right engineer not standing for the engineers' working list on his prior-right district will be required to protect engineers' service under applicable rules at any location, or thirty-mile radius thereof, that he has utilized "consolidated" seniority within the consolidated seniority district after having voluntarily exercised seniority off of his prior-right district until such time as he stands for the engineers' working list on his prior right district.

Note: An engineer desiring to return to his prior-right district under this rule must do so within fifteen (15) days of the date that he stands for the engineers' working list.

EXAMPLE 1:

A G&B District engineer exercises consolidated seniority at Benwood. Thereafter, until standing for and exercising seniority to the engineers' working list on the G&B District, such engineer will be required to protect engineers' work at Benwood.

EXAMPLE 2:

The same engineer cited in Example 1, while not standing for and exercising seniority to the engineers' working list on the G&B District exercises consolidated seniority from Benwood to Brooklyn Junction, will be required to protect engineers' work at Benwood and Brooklyn Junction.

(2) A prior-right demoted engineer who does not stand for "must-fill" service on his prior-right seniority district may be required to exercise seniority on the consolidated seniority district which does not require a change in residence.

B. An employee covered by an agreement providing protective benefits must, in order to protect his guarantee, obtain a position available to him by exercise of seniority producing compensation equal to or exceeding his guarantees, except such employee is not required to exercise seniority off his prior-right district which would require a change in residence if any position in engine service is available to him on his prior-right district.

NOTE: A "change in residence" as referred to above shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway-miles, by the

most direct route, from the employee's point of employment at the time affected and the normal reporting point is farther from the employee's residence than his former point of employment.

C. (1) When Consolidated Ohio District engineers with an employment relationship as such as of the effective date of this agreement do not exercise seniority to positions at Benwood or Parkersburg heretofore protected by engineers of the prior-right districts within the Consolidated Ohio District, engineers with seniority on the Consolidated West Virginia District will protect such positions.

(2) A Consolidated Ohio District engineer with an employment relationship as such as of the effective date of this agreement who desires to take a position at Parkersburg or Benwood protected by Consolidated West Virginia District engineers under Item (1) above, will serve seven days advance notice in writing to the Carrier officer with jurisdiction and may thereafter displace to the position.

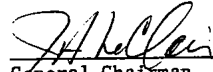
(3) Until such time as an engineer of the Consolidated West Virginia Seniority District protects the positions under Item (1) above, vacancies on regular assignments and/or extra runs will be protected by the Consolidated Ohio District under existing agreement rules. However, engineers on the Consolidated Ohio District not having prior rights will not be used to fill vacancies at Parkersburg or Benwood under any circumstances.

Schedule rules which are in conflict with the provisions of this Agreement are amended to the extent necessary to comply herewith.

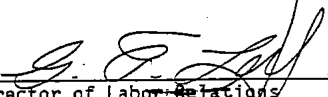
For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

The Agreement will remain in force and effect subject to the provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida March 11, 1988



General Chairman
Brotherhood of Locomotive Engineers



Director of Labor Relations
The Chesapeake and Ohio Railway
Company

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