

AGREEMENT

Between

CSX TRANSPORTATION, INC.  
(hereinafter referred to as the Carrier)

And its

Employees Represented By

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES  
DIVISION - IBT RAIL CONFERENCE  
(hereinafter referred to as the Organization)

IT IS AGREED:

1. In accordance with the provisions of the Railway Labor Act and Public Law 89-456, the Carrier and the Organization (collectively "the Parties") establish a Public Law Board ("Board"). The Board's designation, as provided by the National Mediation Board ("NMB"), is Public Law Board: \_\_\_\_\_.
2. The Board does not have jurisdiction to serve as or decide cases as an interest arbitration board. The Board does not have jurisdiction over disputes growing out of requests for changes in rates of pay, rules, or working conditions, nor does the Board have authority to change existing agreements or to establish new rules. The Board's jurisdiction is only over discipline cases identified on Attachment "A" or otherwise added to the Board by mutual consent of the Partisan Parties.
3. All members of this Board recognize and agree that this Board is an expedited disciplinary board. The sole purpose of the Board is to provide timely and rapid decisions which resolve disciplinary cases. Members shall conduct themselves in a manner to ensure that there is no delay in issuing or finalizing a decision.
4. The Board shall consist of three (3) members. One member shall be selected by the Carrier and shall be known as the Carrier Member. Another member shall be selected by the Organization and shall be known as the Employee Member. A third member shall be a neutral person, unbiased as between the parties, and shall be selected as provided elsewhere in this Agreement. This member shall be referred to as the Referee and serve as the Chairman of the Board. The Carrier and Employee members of the Board may be changed from time to time, or at any time, by the respective party designating them.

The initial Carrier Member of this Board shall be: Macon Jones.

The initial Employee Member of this Board shall be: Andrew M. Mulford.

5. The Parties desire a dual Referee arrangement whereby once cases are properly placed on the Board they are then assigned to be heard by a specific Referee on a rotating basis. Once ten (10) cases are assigned to be heard by one (1) Referee the next ten (10) shall be assigned to the other neutral Referee.
6. The Carrier and Employee members shall meet within thirty (30) days after the date of this Agreement for the purpose of selecting the two (2) persons whom will serve as Referee. If the party members agree on the incumbent Referees and the persons selected accept the appointment, the NMB shall be advised thereof and requested to arrange for proper certification. If the parties are unable to agree on one or both incumbent Referees, the NMB will be petitioned for a list of seven (7) potential incumbent referees (for each neutral which needs to be assigned) from which the parties shall choose the incumbent Referee by alternately striking names from the list, with the first strike to be allocated to a party by a coin toss. In the case of a vacancy on the Board, with respect to the Referee or either partisan member, the vacancy shall be filled in the same manner as the original selection.
7. Either party may advise the other in writing of its preference not to continue an incumbent Referee's services. Upon written notice, a replacement Referee shall then be selected as provided in Section 6 of this Agreement.
8. The term for the above Referees shall be indefinite unless removed by a party to the Board. However, regardless of all other provisions, once the parties request the NMB assign a Referee to a case, said Referee shall hear that case unless the Referee withdraws or the parties mutually agree otherwise.
9. The compensation and expenses of the Carrier Member shall be borne by the Carrier. The compensation and expenses of the Employee Member shall be borne by the Organization. The compensation and expenses of the Referee shall be determined and paid by the NMB pursuant to Public Law 89-456. All other expenses of the Board shall be borne half by the Organization and half by the Carrier.
10. Disputes will be listed to and handled by the Board as follows:
  - 1) An employee who is dissatisfied with a discipline decision involving a suspension of sixty (60) days or fewer shall have the option to list the decision directly to the Board established by this Agreement for expedited handling. The option will be exercised by the employee providing written notification within thirty (30) days of the effective date of the discipline to elect to: (1) handle the dispute through the normal procedures under the applicable working agreement; or (2) submit the decision directly to this Board for expedited handling. Election of either option waives all right to

the other. If option two (2) is elected the employe must provide a completed Expedited Election Form (Attachment 1 hereto) to both the Organization and the Carrier within the aforementioned thirty (30) day period. The transmission date of the Expedited Election Form to the Carrier member will determine the notification date.

- 2) Within thirty (30) days after receipt of the disciplined employe's written notice, the Carrier Member of the Board shall transmit to the Employe Member a copy of the following:
  - (1) Transcript(s) of investigation(s);
  - (2) Exhibit(s) of investigation(s);
  - (3) Notice of discipline;
  - (4) Employe's Discipline Record;
  - (5) The Carrier's Discipline Policy;
  - (6) Copy of the employe's Expedited Election Form

The Employe member in turn, shall promptly advise the NMB that the appeal has been docketed for disposition by the Board. Within fifteen (15) days from the NMB's notification of funding, the Carrier and Employe members will confer and decide a date to provide the items listed above to the Referee. The Carrier shall ensure that the information provided to the Referee is identical to the information provided to the Organization.


- 3) The Carrier or the Organization, shall have the right but not obligation to supply a submission not to exceed five (5) pages in length on behalf of their position. If a party elects to write a submission, they are responsible for providing the Referee, as well as the other Board member, a copy of such submission on a mutually agreed date. The employe's completed Expedited Handling Form shall constitute the Statement of Claim for purposes of identification and remedy purposes regardless of whether a written submission is supplied.
- 4) The Board's disposition of the dispute shall be based solely on the material supplied under this Section. In deciding whether the discipline assessed should be upheld, modified or set aside, the Board shall determine (1) whether there was compliance with the applicable working agreement; (2) whether substantial evidence was adduced at the hearing(s) to prove the charge(s); and (3) whether the discipline assessed was appropriate.
- 5) Awards of the Board, containing only the Referee's signature, shall be in writing and copies thereof shall be furnished to

each of the parties. Awards shall be rendered within sixty (60) days of receiving materials from the parties. Awards must use the template contained in Attachment 2, and shall not be greater than two (2) pages in length. Awards shall specify they are non-precedential in nature. The awards will be final and binding on both parties, subject to the provisions of the Railway Labor Act, as amended by Public Law 89-456, and if in favor of the employe, shall direct the Carrier to comply therewith within thirty (30) days.

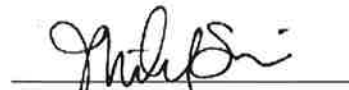
11. A case may be withdrawn from the Board by mutual consent of the partisan parties. Withdrawn case(s) will not be replaced by other case(s) on a docket.
12. Where a dispute arises involving the interpretation of an award, the Board, upon request by either of the Parties, shall interpret the award in the light of the dispute. The Board shall issue any such interpretation within thirty (30) days following the hearing on the interpretation request.
13. The Parties shall use electronic delivery for the exchange of all correspondence, submissions, awards or otherwise. Electronically transmitted documents shall be in Portable Document Format ("PDF") unless otherwise agreed to by the Board or specified in this Agreement.
14. The Carrier and Employe member may mutually agree to amend, alter or change any provision of this agreement. Such agreement must be reflected in signed and date document executed by both members.
15. This Agreement may be cancelled by either party by giving forty-five (45) days' advance written notice thereof to the other party. However, any cases which are listed at the time such notice of cancellation is served shall be handled to a conclusion in accordance with procedures contained herein.


Signed this 18th of April, 2018.


For:  
Brotherhood of Maintenance of  
Way Employes Division - IBT Rail  
Conference


  
Dennis R. Albers  
General Chairman - BMWED

For:  
CSX Transportation, Inc.


  
Director, Labor Relations

  
\_\_\_\_\_  
J. E. David  
General Chairman - BMWED

  
\_\_\_\_\_  
Jed Dodd  
General Chairman - BMWED

  
\_\_\_\_\_  
Jason E. Graham  
General Chairman - BMWED

Approved:

  
\_\_\_\_\_  
Freddie N. Simpson  
President - BMWED

**ATTACHMENT NO. 1**

**Expedited Election Form**

My name is \_\_\_\_\_.

By letter dated: \_\_\_\_\_ CSX TRANSPORTATION, INC ("CSX") directed me to attend a disciplinary investigation.

The investigation was ultimately held on: \_\_\_\_\_.

At that investigation I was represented by: \_\_\_\_\_.

As a result of the investigation I was assessed the following discipline: \_\_\_\_\_, effective: \_\_\_\_\_.

At this time I have discussed the matter with my union representative: \_\_\_\_\_.

They have informed me that I may, if I wish, appeal the decision on my own. They have also informed me that the Brotherhood of Maintenance of Way Employees Division may appeal the decision on my behalf and that such appeal would either be processed under the discipline rule of the CSX/Maintenance of Way Agreement, or, if I so desire, be progressed via expedited handling.

Having reviewed my options, it is my desire to appeal my discipline and to obtain a decision as quickly as possible. Therefore, I elect to have said discipline submitted to expedited handling.

In making this election, I understand that the purpose of expedited handling is to have the dispute resolved as expeditiously as possible. I understand that this means the Neutral Member will base their decision on the transcript of my hearing, the exhibits produced at my hearing, the notice of discipline and the discipline rule of the Maintenance of Way Agreement and determine: (1) whether there was compliance with the applicable working agreement; (2) whether substantial evidence was adduced at the hearing(s) to prove the charge(s); and (3) whether the discipline assessed was appropriate.

I understand that there will be no formal hearing regarding my case.

\_\_\_\_\_  
Employee's Name - Please Print

\_\_\_\_\_  
Witness' Name - Please Print

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date