

**CONSOLIDATED SOUTHERN REGION  
AGREEMENT**

**BETWEEN**



**AND**

**IT'S EMPLOYEES REPRESENTED BY  
UNITED TRANSPORTATION UNION  
(On the former A&WP, C&O, L&N, NC&StL & SCL)**



**Effective -----, 2010**

**CSXT Labor Agreement No. 4-037-09**

## **GENERAL PRINCIPLES**

- A. The following rates, rules and regulations will govern the pay and conditions of employment of Conductors, Trainmen and Yard employees.
- B. The word "Trainmen" referred to in these rules applies to Conductors / Brakeman, Foreman / Switchman, including RCO, Utility Assignments and Car Retarder Operators.
- C. In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine where the context requires.
- D. This Agreement is intended to be applied in a non-discriminatory manner without regard to age, race, creed, color, gender, national origin, disability, sexual orientation or marital status.
- E. The parties recognize that this Consolidated Southern Region Agreement replaces any and all existing property Agreements. The parties acknowledge that this Consolidated Southern Region Agreement also replaces any and all local agreements, past practices and arbitral jurisprudence that are in conflict unless otherwise agreed as provided for in Side Letter 9. In recognition of this a committee consisting of the respective UTU General Chairperson(s) and the Director Labor Relations (HDO); or their respective designates will be created. This committee will be known as the Disputes Resolution Committee, and will meet quarterly, unless otherwise agreed to review the application of this Agreement as outlined in Article 6.
- F. The right to make and interpret contracts covering rules, rates of pay and working conditions on behalf of employees covered by this Agreement shall be vested in the regularly constituted General Committee of the United Transportation Union and the Director Labor Relations (HDO).

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### **USING THIS AGREEMENT – Each Section is in alphabetical order**

- GENERAL SECTION:** Contains general provisions that would apply equally to yard and in most cases to road service employees, such as Personal Leave Days.
- ROAD SECTION:** Contains provisions that apply specifically to Road Service Trainmen
- YARD SECTION:** Contains provisions that apply specifically to Yard Service Trainmen

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# **I. GENERAL**

## **ARTICLE 1 ANNULMENT OF ASSIGNMENTS**

- A. When a regular assignment advertised under EBS is to be annulled, Trainmen shall be notified before the end of their last tour of duty on the day before the assignment is to be annulled; but not later than sixteen (16) hours in advance of the advertised reporting or on duty time of the assignment and when annulled will be in accordance with and paid as described in Article 11, Electronic Bid System – Standing Bid.
- B. When an assignment is annulled or worked on New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day or New Year's Eve Day, at the Trainman's option he may utilize a holiday or personal leave day, which will be paid in addition to the provisions of EBS Article 11. In no case will the total combination of Holidays and / or PLD's as outlined in Article 20 herein exceed the eleven (11) General Holidays outlined herein.
- C. When assignments are annulled Trainmen assigned to the position may be called under the applicable rules and used on other available work within the scope of this Agreement if notified at the time of call. Trainmen not contacted will not be considered unavailable.

## **ARTICLE 2 ATTENDING JURY DUTY/COURT/ INQUESTS/ SPECIAL SERVICE**

- A. When Trainmen are summoned for jury duty and required to lose time from their assignment as a result thereof, they shall be paid a basic day's pay at the straight time rate of the last position held for each calendar day lost, less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations, except as otherwise provided by Federal or State law:
  - 1. Trainmen must furnish CSXT with a statement from the court of jury allowances paid and the days on which jury duty was performed.
  - 2. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
  - 3. No jury duty pay will be allowed for any day as to which the Trainman is entitled to vacation or qualifies for holiday pay.
- B. 1. Trainmen attending court in the interest of CSXT or required to report to CSXT's Attorneys or representatives of the Claims Department will be paid actual time lost and reasonable expenses. When no time is lost, Trainmen will be paid a minimum day and reasonable expenses incurred.

2. When statements are taken from Trainmen by CSXT attorneys or representatives of the Claims Department, when Trainmen are at work and not on duty, they will be allowed actual time for the time so consumed at pro rata rates, with a minimum of one (1) hour, and in addition to all earnings of their assignment, if the meeting is held either immediately before or after their tour of duty.
3. If CSXT attorneys or representatives of the Claims Department come to a Trainman's home, the Trainmen will be allowed a minimum of a basic day at the pro rata rate for the taking of statements or answering any questions or filling out forms required while off duty or on rest days.
4. Trainmen who lose a day's work performing other service for the Company, excluding activities administered by the Safety Department, will be paid in accordance with paragraph B.1. of this Article.

### **ARTICLE 3      BEREAVEMENT LEAVE**

- A. Bereavement leave, not in excess of three calendar days, taken within ten (10) days following the date of death will be allowed in case of death of a Trainman's spouse, brother, sister, parent, child, step child, or spouse's parent. In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for each day (maximum three (3) days) that the Trainman lost work as a result of the bereavement day taken. A Bereavement Day will not be paid on the Trainman's rest days or if the Trainman had previously marked off his assignment for some other reason with CMC before calling in and marking off on Bereavement. Trainmen involved will make provisions for taking leave with their supervising officials in the usual manner.
- B. Trainmen will be required to provide supporting documentation to CMC and Payroll within seven (7) days of bereavement leave prior to being compensated under this Article. Appropriate documentation accepted will be a copy of a death certificate or a copy of the obituary notice.

#### Questions and Answers

- Q-1: Does the three calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A-1: Three (3) days for each separate instance.
- Q-2: A Trainman working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had the Trainman not taken bereavement leave the Trainman would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is the Trainman eligible for two (2) days or three (3) days of bereavement pay?
- A-2: The Trainman is entitled to three days of paid bereavement leave.

- Q-3: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-3: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the Trainman's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.
- Q-4: Would a Trainman be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents, or stepchildren?
- A-4: Yes as to half-brother, half-sister, or stepchildren; no as to stepbrother, stepsister, or stepparents. The Article is applicable to a family relationship covered by the rule through the legal adoption process.
- Q-5: Would bereavement leave be applicable during a Trainman's vacation period?
- A-5: No, but it may be taken immediately following vacation.
- Q-6: A Trainman qualifies for holiday pay on a holiday which occurs on a day the Trainman also qualifies for bereavement leave pay. Under these circumstances, is the Trainman entitled to be paid both the holiday and bereavement leave allowance?
- A-6: No. The Trainman would be entitled to only one basic day's pay.
- Q-7: Will a Trainman on paid Bereavement Days be considered as unavailable for any purposes under this Agreement or CSXT Policies?
- A-7: No.
- Q-8: Would a Trainman marked off for other reasons need to change his status to Bereavement in order to be paid under this article?
- A-8: Yes.

## **ARTICLE 4      BENEFITS**

The parties agree that they shall grant and maintain their powers of attorney to their representatives at the National Level to progress and resolve any Section 6 Notices related to the Health and Welfare Plans in any National Bargaining Round(s) that occur between the effective date of this Agreement and December 31, 2014.

### **Section 1      Health & Welfare**

Former A&WP, L&N, NC&StL and SCL Trainmen coming under the scope of this Agreement, along with their dependents, if any, will continue to be subject to the provisions of the NRC UTU Health and Welfare Plan. Former A&WP, L&N, NC&StL and SCL Trainmen will continue to be subject to the applicable Health and Welfare Employee Cost Share outlined in the current Plan and the UTU National Mediation Agreement, Case No – A 13369 Article IV with the exception of Part C – Employee Cost Sharing of Plan Cost Increases Beginning January 1, 2011 and Trainmen subject to the provisions outlined in Attachment A and Attachment B (Direct Hire Agreement). Refer to Side Letter 5.

## **Section 2 C&O Hospital Association**

Former C&O Trainmen coming under the scope of this Agreement will continue to be subject to the provisions of C&O Hospital Health and Welfare Plan. Former C&O Trainmen will continue to be subject to the applicable Health and Welfare Employee Cost Share outlined in the current Plan and the UTU National Mediation Agreement, Case No – A 13369 Article IV with the exception of Part C – Employee Cost Sharing of Plan Cost Increases Beginning January 1, 2011 (Refer to Side Letter 5), and Trainmen subject to the provisions outlined in Attachment A and Attachment B (Direct Hire Agreement). Dependents of Trainmen referred to in this Section 2 will continue to be subject to the applicable UTU National Health and Welfare Plan.

## **Section 3 Off Track Vehicle Accident Benefits**

The parties agree to maintain the current off track vehicle accident benefits as provided in the Article XIII of the 2002 UTU National Agreement, as amended.

## **ARTICLE 5 BONUS, IPA, GWI, LUMP SUM AND 401K**

### **Section 1 Bonus**

- A. The parties agree that Trainmen governed by this agreement will be eligible for a bonus payment under the Performance Bonus Program (PBP) established in this Agreement for the periods and on the basis set forth below:
1. Effective January 1, 2012 and payable in 2013, Trainmen will be eligible for a bonus up to a maximum of five percent (5%) of their Trainmen earnings in 2012, calculated in accordance with paragraph B below.
  2. Effective January 1, 2013 and payable in 2014, Trainmen will be eligible for a bonus up to a maximum of six percent (6%) of their Trainmen earnings in 2013, calculated in accordance with paragraph B below.
  3. Effective January 1, 2014 and payable in 2015, Trainmen will be eligible for a bonus up to a maximum of ten percent (10%) of their Trainmen earnings in 2014, calculated in accordance with paragraph B below.
- B. 1. Trainmen covered by this Agreement who are eligible to receive a bonus for a year specified in paragraph A above, payable in the following year, will receive this bonus payment only if an annual bonus is paid under CSXT's Management Incentive Compensation Program (MICP) for that year. For such years, the amount payable to qualifying Trainmen under A. above will be calculated by multiplying the Trainman's earnings under this agreement in that calendar year (as defined herein by the appropriate percentage in paragraph A above and then by the percentage of the bonus payout to the second decimal place), up to a maximum of one hundred percent (100%), paid under the MICP for that year. The "percentage of the bonus payout", up to a maximum of one

hundred percent (100%), paid under the MICP” for any given year is hereinafter referred to as the Performance Bonus Payment, hereinafter “PBP.”

Example 1: If the PBP is 100% for MICP payments made for calendar year 2012 (payable in 2013), and the Trainman’s earnings in his craft in 2012 is \$70,000, the following calculation applies:

$$.05 \times \$70,000 \times 100\% = \$4,500 \text{ (payable in 2013)}$$

Example 2: If the PBP is 96.78% for MICP payments made for calendar year 2013 (payable in 2014), and the Trainman’s earnings in his craft in 2013 is \$70,000, the following calculation applies:

$$.06 \times \$70,000 \times 96.78\% = \$4,064.76 \text{ (payable in 2014).}$$

2. For the purposes of this article, UTU earnings consist of all earnings made while working under this agreement between CSXT and UTU during the applicable calendar year. The following payments shall be excluded from UTU earnings:
    - (i) Bonus payments.
    - (ii) Expense reimbursements and allowances, including, but not limited to those required by any protective conditions.
    - (iii) Any payment (other than for back pay) made pursuant to a jury verdict, court order, settlement, including insurance payments, or other resolution of a legal dispute.
    - (iv) Earnings from another craft.
  3. A minimum of fifteen (15%) percent of the bonus will be deferred into the CSX Corporation Capital Builder Plan, thereafter Trainmen may make an irrevocable election prior to the beginning of the calendar year to defer additional bonus money into the CSX Corporation Capital Builder Plan, up to the limits of and in accordance with the provisions of the Plan.
- C. CSXT will advise the UTU of the PBP for each calendar year for which the Company pays a bonus under the MICP. The determination of the percentage of bonus payment under the MICP, including but not limited to the methodology employed and the determination of any data utilized in the calculation of the percentage of bonus payment under the MICP, shall be at management’s sole discretion, and shall not be a subject for review, negotiation or dispute. Bonus payments payable under this Bonus Program will be made no later than March 1 of the year in which the payment is due.
- D. In addition to normal Federal and State Tax deductions, the Company may also deduct items such as payroll overpayments and garnishments from any bonus payment. In the application of this paragraph Trainmen will not be treated differently than Management employees.

- E. The provisions of paragraph A, B, C, are applicable to Trainmen governed by the Direct Hire Agreement (outlined hereto as attachment A, B, C) thirty (30) days after the terms and conditions of the Direct Hire Agreement have been fulfilled.
- F. Trainmen who are inactive due to discipline or disability will be paid the MICP Bonus provided for in this Section 1 after they return to service. Trainmen on a leave of absence will be eligible for this payment only if they return to service prior to the effective date of the Bonus. Any unique case not readily resolved by Labor Relations will be referred to the Disputes Resolution Committee.

## **Section 2 Individual Performance Award**

- A. In addition to the MICP Bonus program outlined in Section 1 of this Article, Trainmen who for each bi-annual period, defined as January 1 through to and including June 30 and July 1 through to and including December 31st, who meet the performance and the perfect weekend attendance criteria outlined in paragraph 3. of this Section 2, will be eligible for an award up to the maximum number of shares of CSX Corporation Common stock as provided for herein in recognition for their individual performance [IPA]. Shares awarded will be placed in their ESOP account as follows:
  - 1. Effective April 1, 2010 and payable in 2011, Trainmen will be eligible for an award of up to a maximum of thirty seven and one half (37.5) shares of CSX Corporation Common stock. The share component referred to herein will be prorated for the second quarter of 2010 upon implementation of this agreement, (i.e. twelve and one half (12.5) shares) and twenty five (25) shares will be allocated for the final six months of the year.
  - 2. Effective January 1, 2011 and payable in 2012, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.
  - 3. Effective January 1, 2012 and payable in 2013, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.
  - 4. Effective January 1, 2013 and payable in 2014, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.
  - 5. Effective January 1, 2014 and payable in 2015, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.

### **Administration:**

- B. The shares of CSX Corporation Common stock referred to in Paragraph A, will be allocated on the basis of the following and subject to the Individual Performance criteria outlined in Paragraph C of this Section 2 and the following:

A maximum of fifty percent (50%) of the shares of CSX Corporation Common stock subject to the IPA will be allocated for successfully meeting the combined criteria outlined in Paragraphs C. 1. and C. 2. of this Section 2 for each six month calendar period

defined as January 1 through to and including June 30<sup>th</sup> and July 1<sup>st</sup> to and including December 31<sup>st</sup>. Recipients of this award will have such shares placed in their ESOP account.

C. Definition of Performance Criteria:

1. **IDPAP Policy:** Contingent upon a Trainman not having sustained a reportable FRA injury or accident and who has not been assessed formal discipline under the IDPAP Policy for each six (6) month period as outlined in Section 2, B. of this Article will be entitled to the award of shares of CSX Corporation Common Stock.

2. **Perfect Attendance:** Effective with the implementation date of this Agreement, all eligible CSXT Trainmen will be entitled to the award of shares of CSX Corporation Common Stock for each six (6) month period as outlined in Section 2, B. of this Article.

Perfect attendance is defined as one hundred percent (100%) availability for the period beginning at 0001 Friday including Saturday, Sunday and ending at 2359 on Monday during a consecutive six (6) month period. Rest days are considered as being available for service. Any other non-compensated mark offs will be considered as unavailable.

D. Trainmen deemed ineligible for the Individual Performance Award as a result of being disciplined and the disciplinary decision is subsequently overturned, will have the IPA deposited into their ESOP account for that calendar year(s).

E. Trainmen will be eligible to qualify for the Individual Performance Award upon completion of the requirements outlined in the Direct Hire Agreement for that performance bonus and then upon successfully meeting the eligibility criteria outlined in this Section 2.

F. Trainmen must be in active service for the full six (6) month measurement period referred to in paragraph B.2. of this Section 2, to be eligible for the Individual Performance Award.

G. Trainmen must also perform at least fifty-one percent (51%) of their starts under a position governed by this agreement during the six (6) month measurement period to be eligible for the IPA for that period. Trainmen will not be eligible for a duplicate award, or an award that exceeds the award outlined herein, for service performed under another craft.

**Section 3      GWI / Lump Sum**

A. Effective January 1, 2012, all standard rates of pay in effect on December 31, 2009, for Trainmen governed by the provisions of this agreement shall increase by two (2%) percent. Rates of pay will be posted electronically.

- B. In computing the increase under Paragraph A. above the two (2%) percent shall be applied to the all inclusive trip rates, non-trip rated positions and the Guaranteed Extra Board rate provided for in Article 37 (Road GEB), Paragraph G. and Article 57, Section 6 (Yard GEB) except they will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, or payments considered frozen.
- C. Additional General Wage Increases will be effective on the following dates for Trainmen represented by the UTU and will be computed and applied in the same manner prescribed in paragraph B. above:
1. January 1, 2013 – two (2 %) percent
  2. January 1, 2014 – two (2 %) percent

### **Lump Sum**

- A. Trainmen in active service as such on the dates specified herein below will receive a lump sum payment for each of the years the lump sum payment is made. The lump sum payment shall be subject to withholdings for applicable state, federal and local taxes and any other deduction provided for in this agreement.
1. July 1, 2010 – \$1000.00
  2. July 1, 2011 – \$1000.00
- B. It is understood that there will no duplication or pyramiding of the lump sum under this agreement and a different collective bargaining collective agreement. In such case, if the Trainman is eligible under both Collective Bargaining Agreements, he will receive no less than the lump sum money represented by the greater of the two.
- C. Trainmen who are inactive due to discipline or disability will be paid such Lump Sum after they return to service. Trainmen on a leave of absence will be eligible for this payment only if they return to service prior to the payment date of the Lump Sum. Any unique case not readily resolved by Labor Relations will be referred to the Disputes Resolution Committee.

### **Section 4 ESOP/401(k) PROGRAM**

- A. The ESOP/401(k) program established by the Company will be made available for participation by eligible Trainmen covered by this Agreement as outlined below. The terms of the program shall continue to be solely determined by the Company, provided, however, the ESOP will continue to reflect the terms in each of the following agreements:
- Former A&WP Effective June 21, 1994 (provided CSXT Labor Agreement 4-026-94 (including attachments))



- Former C&O            Effective June 23, 1993 (provided CSXT Labor Agreement 4-087-93 (including Attachments))
  - Former L&N            Effective July 1, 1989 (provided CSXT Labor Agreement T-159(c)-88 (including Attachments and NC & StL))
  - Former SCL            Effective June 1, 1991 (provided CSXT Labor Agreement 4-030-91 (including Attachments))
1. It will be a "qualified" plan within the meaning of Section 401 of the Internal Revenue Code.
  2. An "eligible employee" is one who is subject to the collectively bargained Agreement between the parties hereto and working a position governed by this Agreement.
  3. Commencing December 1<sup>st</sup> and on each succeeding December 1, CSXT will make a contribution of thirty (30) shares of CSX common stock to the account of each eligible Trainman defined in Paragraph 2. above who:
    - (a) during the preceding calendar year qualified for a vacation in the year in which the stock is credited, or completed 1,000 hours of compensated service, and
    - (b) is in active service (or in reserve status) on September 30<sup>th</sup> of the year in which the stock is contributed.
- B. The provisions outlined in paragraph A. herein, will apply to "eligible employees" as defined in Paragraph A. 2. provided the terms of such provisions comply with applicable law then in effect.
1. Eligible Trainmen will have the election of diverting a portion of their CSXT pre-tax income through payroll deduction to the ESOP/401(k) Program.
  2. The amount of a Trainman's diversion of income under Paragraph 1. above may not exceed the limits provided by applicable law.
- C. At the request of either party, a meeting will be held between representatives of the United Transportation Union and CSXT for the purpose of reviewing the operation of the ESOP/401(k) Program as it relates to implementation.

QUESTIONS AND ANSWERS

- Q1     One of the conditions to receive the yearly thirty (30) shares of CSX common stock is that the Trainman be in active service on September 30 of the year in which the stock is contributed. What happens if the employee is displaced on September 29 and does not place himself until October 1 of that year?
- A1     He would be entitled to the thirty (30) shares provided he meets the other requirements.

- Q2 Is any action required by a Trainman who is qualified to receive the stock in order to have it credited to his account?  
 A2 No.
- Q3 If a Trainman is dismissed from the service, when will the employee be able to withdraw monies from the 401 (k) Program?  
 A3 A dismissed Trainman may withdraw all monies from the 401 (k) Program after all avenues of appeal of his dismissal have been concluded and in accordance with applicable law.
- Q4 In the calendar year in which a Trainman retires prior to September 30<sup>th</sup> is he entitled to stock?  
 A4 Yes, thirty (30) shares of stock will be credited on December 1<sup>st</sup> of that year.
- Q5 In the calendar year in which a Trainman earns vacation for the next calendar year and retires prior to December 31<sup>st</sup> is he entitled to stock the next calendar year?  
 A5 Yes, thirty (30) shares of stock will be credited on March 31<sup>st</sup> of that year.

## **ARTICLE 6 CLAIM HANDLING/GRIEVANCE PROCESS/DRC**

### **Section 1 Time Claims for Compensation**

#### **A. Initial Submission Claim**

All claims for compensation must be filed within Sixty (60) days of the incident via the electronic process identified by the Company. The individual Trainman or his Union Representative may file the claim. In the event the General Chairman files a claim on behalf of the employee(s) it must be addressed to the Highest Designated Officer via US Mail. If applicable, the following information/details pertinent to the claim for compensation must be provided in order for the claim to be considered.

1. Name and I.D. number
2. Date and time of occurrence
3. Train symbol, pool code or job number
4. On and off duty time, if applicable
5. Supply Point
6. Location of occurrence (mile post)
7. If Claim involves instruction, Name and Title of person giving instructions and description of the instructions.
8. Article or Articles involved, if known
9. Claim being made and supporting reasons

Note 1: Trainmen who are short the equivalent of eight hours or more in their pay, through no fault of their own, will, upon request, be given a voucher.

Note 2: This Article does not apply to the appeal of discipline which is handled as provided in related discipline Articles.

## **B. Time Limits for Responding to the Initial Claim**

1. Claims must be responded to by CSXT within the time frame shown below with the reason for declination. The individual will be notified of the payment or rejection of the claim by the earnings statement as follows:

- For employees on bi-weekly payroll:

Final disposition of claims will be shown on the earnings statement furnished Trainmen by the fourth payroll period following the pay period in which the claim was received.

2. Such claims not declined within these time frames will become payable by default without establishing a precedent.

Note: The reason for the declination of a claim must state more than “NOT VALID” or “NOT IN AGREEMENT” if there is an applicable Article within the agreement and, should state in specific language as to the rule or rules being used to refute the Trainman’s claim. Sufficient detail should be included to be able to understand the facts/positions of the declination.

## **C. Appeal to the Company**

### **Local Chairman**

1. All appealed claims must be submitted electronically via the LCAT System, or other electronic means determined by the Company, to the appropriate CSXT officer within ninety (90) days of declination as shown on the individual’s earnings statement. Once a Local Chairman submits an appeal to a claim, if requested a conference may be arranged between the Local Chairman and the CSXT officer. The conference must be held within 90 days of the request. The conference may be held telephonically or in person. CSXT will arrange to meet with the Local Chairman on an agreed to date and time and at a location agreeable to both parties. The Local Chairman must furnish a list of claims to be discussed at the time a conference is requested. Claims not appealed within this time frame will be in default without establishing a precedent.

Note 1: Claims of a continuing nature shall be considered properly appealed when listed and identified with the initial claim by the Local Chairman to the CSXT Officer.

Note 2: The Company will provide training and or training tools, electronic or in person as the need requires.

2. Local Chairman may submit a written request for conference. If conference is requested, it will be held within ninety (90) days of the written request. Failure by CSXT to schedule the conference will result in a payable claim without precedent. Failure by the Local Chairman to participate in the scheduled conference after it has been requested will

result in a withdrawal of the claims without precedent, unless other arrangements are made. When the conference is held within the 90 day period, the CSXT officer will have an additional ninety (90) days from the date the conference is held to respond to the appealed claim(s); otherwise the claim(s) will become payable without establishing a precedent.

3. Appealed Claims where conference is not requested must be responded to by the appropriate CSXT Officer within 90 days of the appeal. Claims not declined within this time frame will become payable by default without establishing a precedent.

### **General Chairman**

- D. Once the claim has been declined by the CSXT Officer, the General Chairman of jurisdiction may request conference at his discretion. Conferences with the HDO will be conducted within thirty (30) days of such request and CSXT will provide a response either written or in LCAT within thirty (30) days of such conference. In any case, the General Chairman of jurisdiction must progress and docket such claim before a tribunal having jurisdiction pursuant to law or agreement within six (6) months of the conference response.
- E. Time limits at any level in this rule may be extended by the General Chairman and the Highest Designated Officer by mutual consent.
- F. The postmark or date stamp in LCAT will serve as the governing date for compliance of all written correspondence exchanged pursuant to this Article.
- G. Should an issue remain outstanding after the conference between the General Chairman and the Highest Designated Officer either party may submit the matter to the DRC or docket the matter to a final and binding Arbitration Board as agreed to by the parties.

### **Section 2 Grievance Handling**

- A. All grievances will be handled directly between the appropriate UTU General Chairman and HDO. The UTU General Chairman will handle the grievance with the Highest Designated Officer within thirty (30) days of receiving it from the Local Chairman. If unable to come to an agreement as to the settlement of the grievance, the matter will be referred to the DRC and handled as per Section 3 Disputes Resolution Committee of this Article.

Q-1 What is the definition of a Grievance?

A-1 A grievance is any matter that does not seek compensation and is not initiated by a time claim or time ticket submitted by a Trainman.

### **Section 3 Disputes Resolution Committee**

- A. A Disputes Resolution Committee will be established and during the first two (2) years from the implementation date of this agreement will meet for the purpose of rendering interpretations and when necessary, resolve outstanding disputes expeditiously and

consistent with the provisions of this Article Accordingly, the UTU General Chairmen, signatory to the Agreement, and an equal number of CSXT appointed representatives will consult and meet as required by agreement to collectively accomplish this objective. After the completion of the two (2) year period, all matters will be handled between the parties in accordance with Sections 1 and 2 of this Article.

- B. When a UTU General Chairman has a question, issue, or concern over interpretation of any provision contained in this UTU/CSXT Single Agreement the moving UTU General Chairman will send the issue along with all the pertinent material to the other UTU General Chairmen, who after review of such, will decide if the issue has merit and whether to send it on to the designated CSXT Officer. If sent on to the appropriate CSXT Officer, it must be in writing and signed by all General Chairmen signatory to this agreement (i.e. not email format). The appropriate CSXT Officer must respond in writing within thirty (30) days as to his position on the matter.
- C. 1. If the UTU General Chairmen informs CSXT within fifteen (15) days of receipt of the answer or interpretation of CSXT, that they agree with the answer or interpretation, CSXT will note this fact and provide a copy to all members of the UTU/CSXT Disputes Resolution Committee. If within fifteen (15) days of the committee's member's receipt, no one objects to the answer or interpretation, the parties will execute a letter of understanding that will become binding on both sides.
  - 2. If no understanding is reached, then a conference call and/or meeting will be scheduled to discuss the issues. If an agreement is subsequently reached on an interpretation at the Disputes Resolution Committee meeting, the parties will execute a letter of understanding that will become binding on both sides.
- D. Should the Disputes Resolution Committee reach impasse on a particular dispute, either party may docket the matter to a final and binding Arbitration Board as agreed to by the parties.
- E. Time limits in this Article may be extended by mutual agreement.

## **ARTICLE 7 CREW CONSIST**

Refer to Attachment C.

## **ARTICLE 8 DEADHEADING AND TRAVEL ALLOWANCE**

\* Where trip rates have not been implemented, the provisions of this Article will apply.

- A. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined Trainmen shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal

and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

- B. Trainmen deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.
- C. When necessary to deadhead an emergency Trainman to an outlying point for service, account the Trainmen's extra board being exhausted, the emergency Trainman will, unless relieved by an extra board Trainman, be paid for deadheading to and from the home terminal of the run (or tie up point if a work train). If relieved by an extra board Trainman, the emergency Trainman will be paid for deadheading to an outlying point, and the extra Trainman will, if displaced by return of the regular incumbent, or if displaced by a senior Trainman claiming the run, be paid for deadheading from the home terminal (or tie up) point to the extra board point, but no additional deadheading will be paid for.
- D. This Article does not apply when exercising seniority or when displaced by senior Trainmen.
- E. Trainmen protecting assignments (terminated at other than supply points) which are discontinued will, if they deadhead to the supply point, or to some point in their zone other than their supply point for the purpose of working out of such point, be paid for deadheading in accordance this Article. If deadheading is performed, the deadhead portion will not exceed the distance from the point of the discontinued assignment to the supply point.
- F. When a crew in pool freight or unassigned freight service is called to deadhead from its home terminal to take a train out of another terminal on a service trip and then it is found that the crew's service will not be needed after the crew has started deadheading but before it has reached the point to which it was ordered to deadhead, and while en route is instructed to deadhead back to its home terminal, such crew will be allowed payment of a minimum through freight day in addition to payment for deadheading. Upon the crew's arrival at its home terminal it will be placed at the foot of the board. This provision applies to both pre and post 1985 Trainmen.

### **Section 1      Deadheading Separate and apart from Service**

- A. **For Pre 1985 Trainmen** - A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.
- B. **For Post 1985 Trainmen**- Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the Trainman's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a

basic day at such rate will be paid. If deadheading from service at other than the Trainman's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

## **Section 2      Transportation Allowance**

When an extra Trainman is required to work away from his supply point, the Company will either provide transportation or reimburse the Trainman for necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS. No reimbursement will be made where the Company provides transportation. Upon approval of the Company, a Trainman will have the option of using his personal automobile in lieu of furnished transportation. A Trainman who uses his personal automobile in lieu of furnished transportation, and the distance traveled from his on duty point to the location required to report for work is in excess of 100 miles for the round trip, will be paid an allowance of one (1) hour based upon the straight time hourly rate of pay for his assignment in addition to the IRS standard driving allowance on the first and last day of the assignment. This section is for pay purposes only and will have no effect on hours of service regulations.

Note: In the application of the foregoing the Local Chairperson and the Supervisor will meet for the purpose of developing established driving times and mileage for board placement purposes.

## **ARTICLE 9      DEMAND DAYS OFF (DDO)**

### **A.      Definition**

In order to recognize Trainmen who work for CSXT by rewarding them with "a quality of life" privilege, CSXT agrees to allow Trainmen who attain "Perfect Attendance" the right to earn Demand Days Off (DDO). Trainmen who have continuously been available for service for a calendar quarter, and have not taken any non-compensated time off, not including the assigned rest days of their assignment, will accrue one Demand Day Off (DDO).

### **B.      Conditions**

1. One (1) Demand Day Off (DDO) will be earned by Trainmen who attain a calendar quarter of Perfect Attendance and must be observed by the end of the following quarter.
2. Perfect Attendance is defined as Trainmen marked up on their assignments, working regularly, observing the assigned Rest Days of their assignment and other absences that are sanctioned by Agreement. Trainmen will be disqualified for Perfect Attendance status by taking non-compensated time off (i.e., "sick," "miss call," "personal business," or making themselves otherwise unavailable for duty).
3. Trainmen who serve a suspension or dismissal as a result of discipline will, if such discipline is subsequently overturned by appeal, and who are otherwise qualified, will be restored to Perfect Attendance status for that period of suspension without prejudice.

4. Demand Days Off (DDO) earned by Trainmen will be available for use to secure absences from work without exception and a requested DDO cannot be refused by CMC unless it would cause service disruption. Demand Day(s) denied result in payment of an additional day's pay at the basic rate of the last service performed above and beyond all earnings without deduction therefrom.
  5. DDO confers Trainmen who have earned a DDO with the right to be off, not the right to compensation. The DDO may be used in conjunction with a Personal Day or Single Day or Weekly Vacation to provide Trainmen compensation, but the primary purpose of DDO is to secure absence without opposition.
  6. Trainmen who miss a call may choose to exchange an accumulated DDO in order to remove that miss call and reference thereto from CMC records.
  7. CSXT cannot force a Trainman to use his DDO to secure an absence; rather DDO use will be at the Trainman's sole discretion.
  8. Trainmen cannot be charged with insubordination for refusing duty when observing a DDO. Use of a DDO cannot be held against Trainmen for discipline, absenteeism, or attendance in any way.
- C. 1. A Trainman who performs service in another craft during the quarter will not thereby be disqualified from earning a DDO, provided he attains perfect attendance for the quarter. The DDO will be credited based on the craft in which the employee performs the majority (51%) of starts during that quarter. It is understood there will no duplication or pyramiding of DDO.
2. A Trainman having earned a DDO who has been denied the day, may only carry the DDO over until the next quarter.
- D. Demand Days begin at 0001 unless a Trainman is working or out of the Terminal when the scheduled DDO is to begin. In this case the Trainman will have one (1) hour to cancel the DDO when he registers off of his assignment or returns to the home terminal. If he chooses not to cancel it in these instances, the DDO commences with the off duty time and runs for 24 hours.
- E. Disputes concerning Perfect Attendance qualification that cannot be settled with the Local Chairman of Jurisdiction and CMC are referable to the General Chairman of jurisdiction and CSXT Highest Designated Officer.
- F. Trainmen will enter their requests for a DDO into a computer screen (when programming is completed) as they do for Daily Vacation and Personal Leave Days. The DDO must be entered into the computer by 2359 on the Sunday prior to the next week's JAD. There will be no caps on any day of the week and all days to be taken will begin at 0001 or as stated above (when programming is completed).



- G. Once entered in the computer, the DDO will be considered as granted and will be taken by the Trainman, unless CSXT contacts the employee no later than (24) twenty four hours before the scheduled day to cancel the DDO. If cancelled, the penalty pay provisions contained in this Article 9, Paragraph B, 4 will apply.
- H. Except as provided herein, there will be no penalty of any kind when using a DDO as prescribed in Article 9, Paragraph B, 6 of this Article.

### Questions and Answers

- Q-1. Will Bereavement Leave, Jury Duty/Attending Court or when required to give statements to CSXT Attorneys or the Claims Department disqualify Trainmen from Perfect Attendance when otherwise qualified?
- A-1. No.  
Note: Demand Days Off will be considered to be neutral days, similar to Personal Leave Days described in Article 20 - Personal Leave.
- Q-2: When a Trainman has tried to take a DDO during the quarter after it was earned and has been denied, is he allowed to take it per this Article or will he be again denied if he requests the day again?
- A-2: No, he will be granted the use of the day before the quarter ends.

## **ARTICLE 10 DISCIPLINE AND INVESTIGATION PROCEDURES**

### **Section 1 General Requirements**

- A. 1. Trainmen shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that a Trainman may waive a hearing in accordance with Section 2 A. (2) below.
- 2. Trainmen shall not be held from service pending hearing except in serious cases. Serious cases are defined as a Rule “G” Violation, Insubordination, Extreme Negligence, Physical Altercation, Stealing or violation of Company Policies addressing unethical behavior such as Sexual Harassment. When a Trainman is held from service, any actual suspension discipline assessed will be reduced by such time withheld from service.
- 3. A Trainman may be placed on Administrative Leave when held out of service for reasons other than those listed in paragraph 2.

Note: Administrative leave is a method of payment provided to Trainmen when management determines removing a Trainman from service is necessary for the Trainman’s benefit or the company’s benefit but loss of payment in such cases may be deemed inappropriate. Administrative leave pays one basic day at the rate of the last class of service performed.

## Questions and Answers

Q-1: What is meant by the term “Extreme Negligence?”

A-1: CSXT’s right to remove a Trainman from service allegedly involved in extreme negligence such as, but not limited to, recognized “Cardinal Rule” violations and offences considered major under the IDPAP Policy and must be used sparingly and duly conferred to transgressions of high risk or danger so that CSXT can say with justification that, notwithstanding the sanctity of the provisions of this Article, the protection of life and limb of affected employees and protection of CSXT property or property entrusted to custody of CSXT requiring the immediate removal of the Trainman.

## **Section 2 Formal Hearing**

### A. 1. Notice of Hearing

- a. Trainmen directed to attend a formal hearing to determine his responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, or other mailing method which is traceable and where a signature is required, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence or first knowledge thereof.
- b. The notice shall contain a clear and specific statement denoting the charge or violation of which accused and listing the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the Trainman may transmit a copy to the Trainman’s representative, if he so desires.

Note: A postmark receipt within ten (10) days of occurrence or first knowledge thereof, shall serve as having given proper notice under this rule.

- c. The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification, unless otherwise agreed.
- d. CSXT must produce sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of witnesses known at the time of the notice that CSXT intends to have in attendance at the hearing. The Trainman or his representative may bring to the attention of the responsible CSXT official the name or names of other witnesses known to have material facts. CSXT will provide the necessary witnesses mark off capabilities, so they may attend the hearing.
- e. The notice shall inform each Trainman so notified of the right to representation and to call witnesses.

- f. If a Trainman who is to receive a notice of hearing will not be permitted to exercise the option under Paragraph 2. Waiver of Hearing below, the notice of hearing shall so specify.
- g. When a letter of complaint against a Trainman is the basis for requiring him to attend the formal investigation, the Trainman shall be furnished a copy of the written complaint together with the written notice for him to attend the investigation.

## 2. Waiver of Hearing

- a.
  - i. Trainmen notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate CSXT official, either personally, through or with the Trainman's representative, the act or occurrence and the Trainman's responsibility, if any.
  - ii. If disposition of the charges is made on the basis of the Trainman's acknowledgment of responsibility; the disposition shall be reduced to writing and signed by the Trainman and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for the Trainman's acceptance of responsibility.
  - iii. Disposition of cases under this paragraph shall not establish precedent in the handling of any other cases.
- b. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

## 3. Postponement of Hearing

Consistent with the provisions of 1 (a) above for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld. When a Trainman is on Administrative Leave pending an investigation, postponements by CSXT under this Article will not stop such payments, unless mutually agreeable.

Note 1: Reasonable grounds shall include but are not limited to, the Working General Chairman or the Local Chairman's Union Business workload, his railroad work schedule, vacation and other compensated day or days scheduled.

Note 2: Should CSXT unilaterally postpone an investigation after the Working General Chairman or the Local Chairman has marked off to represent a Trainman, the Local Chairman will be made whole for all lost earnings and reasonable expenses to attend the hearing for Trainmen governed by this agreement.

#### 4. Conduct of Hearing

- a. The hearing shall be conducted by a representative of CSXT who may be assisted by another conducting officer. The hearing shall be held at the home terminal of the Trainman involved, or in cases where more than one Trainman is involved, at the home terminal of the majority of the Trainmen. In cases of the latter, the Trainman will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing.

Note: When another Company officer is involved, this will not preclude an officer of that Company from conducting the hearing or assisting in the hearing, recognizing, in any case, that there shall be only one presiding (hearing) officer.

- b. The Trainman shall have the right to be represented at the hearing by an employee or an organization representative of the Trainman's choosing. The Trainman and/or the Trainman's representative(s) shall have the right to introduce witnesses in the Trainman's behalf, to hear all testimony introduced, and to question all charged employees and witnesses. In cases when the duly authorized representative requires assistance at a hearing, the UTU General Chairman will advise the Company that they, or his designee, will be in attendance to assist the duly authorized representative.

Note 1: When a Union representative is involved, there shall be only one presiding representative, who may be assisted by one other Union representative at the hearing.

Note 2: It is recognized that there may be times when it is necessary to train officers of the organization and the Company in investigative hearing procedures and when they are present they will act in the capacity as observers only.

- c. A Trainman's representative may request a copy of the discipline record for review at the hearing for the purposes of determining accuracy. Any disputes identified in the accuracy of the record(s) will be noted. The Trainman's discipline record may be taken into consideration in assessing the amount of discipline imposed, if any.
- d. If the formal hearing is not held within the time limits specified in Section 2 A. 1. above, the Trainman will not be disciplined, but will be paid for all time lost, and no disciplinary entry will be made in the Trainman's personal service record.
- e. The Trainman, witnesses and representative(s) will be permitted reasonable time off, if requested, in order to have sufficient rest prior to and following the hearing.
- f. Upon request the Trainman and his representative(s) will be provided sufficient time to review any documents produced during the discipline hearing. A Trainman or his representative(s) may request in writing and will receive available documents for review prior to the investigation. CSXT may request documents for review from the Trainman and his representative(s) prior to the investigation and will be promptly provided the requested documents if available.

- g. If a hearing is scheduled and CSXT official or hearing officer fails to attend without sufficient notification, the hearing will be cancelled in its entirety and the discipline charge will be expunged from the charged Trainman's record. The charged Trainman, CSXT witness, or witnesses, and representative(s) will be compensated for all lost time in this section.

Note: This will not preclude the Organization's right to progress issues associated with CSXT's refusal to call witnesses who may have material information pertinent to the matter under investigation.

### **Section 3 Transcript of Hearing**

- A. 1. The parties recognize that an accurate transcript is essential for a complete record. Accordingly, within the thirty (30) day period that CSXT has to issue discipline, the record may be authenticated by the Trainman or his representative and/or an officer of the Company, and will be the basis for any discipline that may be administered as well as the basis for any appeal.
- 2. When CSXT has obtained a copy of the transcript, the Company will provide a copy via electronic format for the respective local chairperson
- 3. Any exceptions to the transcript must be specific and detailed as to alleged errors, deletions, etc. Such corrections will be noted as to page number and line(s) and will be sent electronically to the Officer so designated for handling. If the parties are unable to reconcile the differences and authenticate the transcript, each party will submit their version on appeal. Upon failure of the Trainman or his representative to authenticate the record or to take written exception thereto within five (5) days following electronic receipt of the transcript, the record will be considered to be constructively authenticated and it may not thereafter be disputed. The five (5) days referred to in this paragraph will not restrict the Company from issuing discipline within this time period.
- 4. It is agreed that a charged Trainman or his representative may utilize a device to record the investigation and that only one such recorder will be permitted for use by any Trainman or representative of the crafts represented by the UTU.
- 5. When a tape recorder is used by the Trainman or his representative and authenticity or the Company's transcript is disputed, all tapes thereof will be preserved for comparison until the transcript is authenticated or until such time as final adjudication is made or the case becomes null and void because of lapse of the time limits.
- 6. It is understood the Company will not share in any expense incurred relative to a Trainman's or representative's election to tape and/or transcribe proceedings.
- 7. If, during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the Trainman and the Trainman's representative immediately. If electronic recording devices are used and recordings are

available for review by CSXT officials, they also will be made available promptly for review by the Trainman and Trainman's representative at the appropriate CSXT facility.

8. When any discipline is issued, an authenticated copy of the transcript, exhibits and discipline letter will be provided electronically to the Local Chairman. The Company will also provide a copy of the authenticated transcript to the Trainman when discipline is issued.

#### **Section 4 Hearing Decision**

- A. If the formal hearing results in assessment of discipline, such decision will be rendered within thirty (30) calendar days from the date the hearing is concluded, and the Trainman will be notified in writing of the reason therefore by certified U.S. Mail, other mailing methods which are traceable and where a signature is required, or electronically if requested by the Trainman. Either method will serve as proper notification.

Note: A postmark within thirty (30) days of the hearing's conclusion shall serve as having given proper notice under this rule.

- B. If the hearing does not result in discipline being assessed, any charges related thereto entered in the Trainman's discipline record, personal service record and or work record shall be voided.

#### **Section 5 Compensation for Attending Hearings**

- A. Witnesses who are directed by CSXT to attend a hearing shall be compensated for all time lost. In addition, they will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing while away from the employee's home terminal. Where no time is lost, they will be paid actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate applicable to the last service performed.
- B. When a Trainman involved in a formal hearing is not assessed discipline, he shall be compensated for all time lost. In addition, the Trainman will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing while away from the Trainman's home terminal. Where no time is lost the Trainman shall be paid for actual time attending the hearing, with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate applicable to the last service performed.

#### **Section 6 Time Limit on Appeals**

- A. When discipline has been assessed as a result of a formal hearing and the decision as rendered by CSXT is not acceptable to the Trainman, any appeal must be presented in writing by or on behalf of the Trainman involved, to the Highest Designated Officer of CSXT authorized to receive same, within sixty (60) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the Trainman as to other discipline cases. The Highest Designated Officer

shall, within sixty (60) days from the date the appeal is filed, render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of CSXT as to other discipline cases. In cases where the Trainman or the Local Chairman with jurisdiction appeals the decision, a copy of CSXT's decision will be provided to the appropriate UTU General Chairman.

Note 1: Postmark within sixty (60) days will satisfy the sixty (60) day provision for both parties.

Note 2: When the discipline assessed is dismissal, such dismissal cases may receive expedited handling at the discretion of the General Chairman of jurisdiction.

- B. The decision of the Highest Designated Officer shall be final and binding, unless within six (6) months from the date of said officer's decision proceedings are instituted by the Trainman or the Trainman's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.
- C. With respect to appeals involving a Trainman dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- D. If, at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction, it is determined that the Trainman should not have been disciplined, any charges related thereto entered in the Trainman's discipline record, personal service record or work record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the Trainman shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- E. If discipline assessed is actual suspension, time lost by a Trainman when held out of service while awaiting hearing shall be deducted from the assessed period of suspension.
- F. Should a Trainman under actual suspension, in emergency, be called to service before the expiration of the suspension period, the remainder of the suspension will be cancelled.

## **Section 7 Effect of Time Limits**

- A. The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.
- B. The postmark and/or electronic postmark shall govern as the date for compliance with the time limits set forth in this Article.

## **ARTICLE 11 ELECTRONIC BID SYSTEM [EBS]**

### **Section 1 Submitting Choices**

- A. All Trainmen will be required to submit their preferences for positions for which qualified in an Electronic Bid Application (EBA) as described in paragraph B below. Trainmen should indicate a sufficient number of preferences to ensure a selection will be granted on Job Adjustment Day [JAD]. In the event a Trainman fails to submit preferences or fails to submit a sufficient number of preferences, he will be assigned a position in the following order, subject to his relative seniority standing:
1. Unfilled positions protected at the supply point, if none;
  2. Unfilled position on the guaranteed extra board at the supply point, if none;
  3. Unfilled positions at outlying points protected by the supply point.
- B. CMC will maintain an Electronic Database (EDB) by supply point within the seniority district in order to display all available Trainmen positions. When CMC adds new positions, they will be added to the Electronic Database. Trainmen must submit their bid preferences electronically via the Electronic Bid Application (EBA) Form indicating their choices, which must be received by the Crew Management Center (CMC) at least seven (7) days prior to the implementation of the EBS. The General Chairman and Local Chairman will be able to access all electronic bid application data forms via the computer within his jurisdiction.
- C. Trainmen who return to service after the establishment of EBS must submit an electronic bid application prior to the resumption of service and no later than 2200 Wednesday or be subject to force assignment in accordance with Section 1, paragraph A.
- D. All boards and assignments will be adjusted beginning at 0001 on Saturday based upon the preferences Trainmen have submitted on their electronic bid application. This is known as Job Adjustment Day (JAD) and all assignments will be effective at 0001 on Saturday.
1. Trainmen will be permitted to make changes or insert new assignments to their electronic bid application between 0001 Saturday and 2200 Wednesday during the week preceding Job Adjustment Day. The change may be made via electronic means available when unable to be made by computer, such as a Trainman returning from vacation, leave of absence or discipline, etc.
  2. All prospective adjustments to pools and extra boards, including new assignments and abolishments that will take effect on the next JAD will be made by 1700 on Monday and must be shown in the CSXT Electronic Data Base (EDB) system by 2359 Tuesday. As a result of such adjustment or changes, Trainmen will be able to adjust their bids until 2200 on Wednesday. Awards will be posted in the computer between 0001 and 1200 on Thursday for viewing by Trainmen until the assignments become effective at 0001 on Saturday.
  3. Trainmen occupying a position in a pool/extra board with non-rotating rest days may make a voluntary seniority move to another position within that pool/extra board effective on JAD.



- E. Any vacancy of less than seven days is a day-to-day vacancy and will be filled by the applicable extra board.
- F. When regular assignments are established, notice will be listed in the CMC system showing: assigned days/week, assigned days off, on and off duty point(s) and rates of pay which will be listed in the next JAD:
1. Time starting work
  2. Number of days per week (when practicable)
  3. On and off duty point(s)
  4. Lay up point
  5. Relief days or day if applicable
  6. Territory covered by assignment
  7. Mileage of Assignment
  8. Rate of Pay
- G. Trainmen in road service, with assigned rest days, including those on extra boards, may not observe more rest days in a weekly period than the number specified in the electronic advertisement coinciding with their position. Should a voluntary exercise of seniority result in additional rest days, Trainmen will be shown as marked up and available for duty in the new service they will be protecting at the time.
- H. Re-establishment of any assignment is considered a new assignment and will be reflected in the changes shown at 2359 on Tuesdays in the EDB of assignments for the upcoming JAD. Trainmen should update their Electronic Bid Application Forms (EBA) in accordance with Paragraph A in this section if they want to bid on the new assignment.
1. Abolishments will occur whenever possible, on adjustment days and concurrent with Job Adjustment Day reassignment. New assignments may be established during the week and will be covered by the extra board until job adjustment day. Trainmen whose jobs are abolished on any day of the week between 0001 on Saturday through 2359 on Friday will be compensated lost earnings of their assignment.
  2. In case of circumstances as described in the note below CSXT may abolish jobs at anytime and affected Trainmen will be left unassigned and paid a basic day until the next JAD or will be placed on an extra board.
- Note: A major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God, a work stoppage against the railroad by any craft or group of employees which interrupts the normal operation, or any other valid reason for a reduction in the number of trains operated. Assignments will not be abolished except for valid reasons.
3. If assignments are annulled between Job Adjustment Days (JAD) Trainmen will be paid a basic day, miles or trip rate whichever is greater for each day or trip of their assignment while annulled, and will remain on the annulled assignment until notified that the

assignment will again be worked or will be abolished on the next JAD in accordance with this Article.

## **Section 2      Assignment of Trainmen**

- A. 1. Subject to the needs of service, on each Job Adjustment Day, Trainmen will be reassigned in accordance with their electronic bid application, but will not be placed on their new assignment until they return to their home terminal from their last tour of duty. Trainmen awarded their specific preferences on job adjustment day will be placed on said assignment at 0001 Saturday. Trainmen newly assigned to Guaranteed Extra Board turns or to unassigned freight pool turns will be placed at the bottom of the board in accordance with their previous tie-up time.
- 2. If the extra board or pool turn is working or out of the terminal when the JAD takes effect at 0001 on Saturdays, the turn will be brought back to the bottom of the board/pool with the newly assigned Trainman. The Trainman who was working the turn will be shown on a makeup turn and placed on his new assignment when he is relieved.
- 3. If two or more Trainmen have the same tie-up time, they will be placed at the bottom of the board in accordance with their original call time.
- B. If it is known by 2200 on the Wednesday prior to a Job Adjustment Day that a Trainman will be off for the entire adjustment period (vacation, etc) his EBA will not be processed and the Trainmen will be unassigned on Job Adjustment Day. If a Trainman is scheduled to return on the next JAD, his EBA will be activated and processed by the system.

Note:      If a Trainman knows that he will not return to work effective with Sunday's JAD, he must call CMC or use the appropriate computer screens and/or IVR to arrange to extend the time he will be off. The assignment will be protected by the extra board during this additional time off.

- C. 1. If a Trainman indicates that he will be returning to work from being off for any reason (injury, discipline, sick, etc.) and does not have an Electronic Bid Application (EBA) on record for the next Job Adjustment Day (JAD), he will be required to submit it prior to 2200 Wednesday before the week that he is expecting to return. The position he is awarded will be filled from the extra board until he returns during that week. The returning Trainman must request CMC or his Local Chairman to arrange to have his Electronic Bid Application (EBA) accepted and read for the upcoming Job Adjustment Day (JAD).
- 2. If a Trainman fails to put in an Electronic Bid Application (EBA) prior to 2200 on the Wednesday before the Adjustment day of the week in which he is going to return to work, he will only be allowed to exercise seniority to the assignments of his choice that are shown in Section 1, paragraph A at 1, 2, or 3 of this Article.
- D. Any unfilled position, not listed on any Trainman's EBA, will be filled by the extra board for one week, and if it is not claimed by a Trainman on the next Job Adjustment Day, it will be filled by the junior unassigned Trainman at the supply point.

- E. Regularly assigned and Trainmen used off assignment, whose turns are out of the terminal when the JAD takes effect at 0001 on Saturday, will be placed in waiting status upon return.
- F. Trainmen will be required to access the Electronic Data Base (EDB) to determine their job assignments for Saturday at 0001 and must do so to be available for their assignments when rested. CSXT will be responsible for providing all Trainmen, Local and General Chairmen adequate access to the job assignments.
- G. All Vacation Day(s) (daily and weekly), Personal Leave Day(s) or any other compensated time off will start at 0001 unless otherwise authorized. Weekly vacations will commence at 0001 Saturday and will end at 2359 on Friday.

Note: Trainmen who are out of the terminal or working at 0001 on Saturday of the JAD and are going to or leaving the extra board, will be considered as available on the day they return and are marked up on the new assignment.

### **Section 3 Flowback**

Existing Flowback agreements will not be affected.

## **ARTICLE 12 FURLOUGH**

### **Section 1 Furloughed Trainman**

- A. When it becomes necessary to reduce manpower requirements at any location, Trainmen will be furloughed in inverse seniority order starting with the junior Trainman.
- B. A furloughed Trainman who desires to exercise his seniority to another extra board jurisdiction must exercise such seniority within fifteen (15) days following his furlough. Furloughed Trainmen transferring to another extra board jurisdiction must notify the proper officer in writing at the time transferring, with copy to the Local Chairman involved, at the point furloughed, of the point to which they are transferring and whether or not they desire to be recalled to the point furloughed.

If a furloughed Trainman fails to comply with the fifteen (15) day provision, he will not be permitted to exercise seniority prior to expiration of forty-five (45) days following his date of furlough. Following expiration of such forty-five day (45) period, the Trainman would be free to exercise seniority and place himself at any location his seniority entitled him to work, but he would not be recalled at any other point except the one from which furloughed.

- C. Furloughed Trainmen who have transferred to another extra board jurisdiction will be recalled to the point where furloughed in the order of their seniority when they have indicated they desire to be recalled to such point.
- D. Trainmen who have transferred to another extra board jurisdiction and who have indicated their desire to be recalled to the point from which furloughed will not be

- permitted to continue to perform service at the location transferred to, after notification at the point to which transferred, unless their services are needed at such point and must return to the point to which recalled within five (5) days after being released, unless permission to be absent longer is secured from the proper officer at the point to which recalled.
- E. Furloughed Trainmen who do not stand for work at any point within their seniority district at the time furloughed would be permitted to file a recall request, with copy to the Local Chairman involved, at any extra board jurisdiction within their seniority district and would then be recalled in their seniority standing to such point when forces are increased. Such Trainmen upon being returned to service at that point must promptly notify the proper officer, with copy to the Local Chairman involved, at the point where furloughed of the point where they are then working and advise if they desire to be recalled to the point where furloughed.
  - F. A furloughed Trainman who stands for service at one or more extra board jurisdictions but prefers to work at another point where he does not stand for service at the time furloughed may file a recall request at that point [if filed within fifteen (15) days of the time furloughed] and will then be recalled to that extra board jurisdiction in his seniority order when forces are increased. He must also promptly notify the proper officer at the point where furloughed of the point where working and advise if he desires to be recalled to the point where furloughed.

#### **Recalling Furloughed Trainmen**

- G. Furloughed Trainmen will be subject to recall in seniority order and will be provided a recall to service notice by telephone and by certified letter which will be sent to their last known address. Trainmen must advise the Company of their intent to return to a position of recall within five (5) days and must report for duty within fifteen (15) days from the date of receipt of the certified letter. It is the furloughed Trainman's responsibility to provide the Company with their current address. Except in cases where circumstances are beyond the furloughed Trainman's control, such Trainmen who fail to report within fifteen (15) days will have their name removed from the seniority roster and their services with the Company terminated.

#### **Section 2 Furloughed Retention Boards**

- A. Purpose – In recognizing the Company's need to retain qualified Trainmen within their work force the parties agree to create an alternative to furlough/cutoff status for otherwise "surplus" Trainmen. The Furlough Retention Board ("FRB") provides that alternative.
- B. Eligibility – Any Trainman working in a craft represented by the United Transportation Union who is unable to exercise his seniority and who otherwise would be furloughed or cut off at the last terminal where the Trainman became qualified may be offered the opportunity to voluntarily accept a position on the FRB. The Company will determine the location and number of Trainmen who may be assigned to the FRB. Once the numbers of slots have been determined, they will be offered in seniority order to Trainmen who have been furloughed/cut off at the supply point. The number of FRB positions made available

at each location may be adjusted by the Company on the first day of each bi-weekly pay period.

C. Assignment

1. When a Furlough Retention Board is established, CMC will notify a Trainman at the time of furlough/cut off of the FRB option. The newly furloughed/cut off Trainman must exercise his option within 2 hours of such notification.
2. Qualified senior cut off/furloughed Trainmen who did not exercise their FRB option at the time of furlough may only displace junior Trainmen assigned to the FRB at 0001 hours on the Saturday of each bi-weekly pay period by notifying CMC of their intention as soon as practicable; but in no event less than 72 hours beforehand.
3. Once assigned, FRB Trainmen will be obligated to remain on the FRB for a minimum of two bi-weekly pay periods, unless recalled to active service during that time; or displaced by senior furloughed/cut off Trainmen at the supply point.

D. Availability

1. FRB Trainmen will be required to be available to work or train on six (6) scheduled days per bi-weekly pay period, which may also require them to work additional days in order to complete a tour of duty/return to his home terminal. The six (6) scheduled days of required availability will be designated by CSXT Crew Management for each FRB position at the time they are established, and will be claimable by FRB Trainmen in seniority order at the beginning of each bi-weekly pay period.
2. The performance of additional work to complete a tour of duty or return to his home terminal will not alter in any manner his obligation as an FRB Trainman or change his designated work days for the month. However, FRB Trainmen will not be subject to CSXT's Simplified Availability Policy until formally recalled to active service.
3. FRB Trainmen will not be eligible to use PLD's, DVD's and DDO's on days scheduled to protect the Company's service requirements.

E. Work and Training – FRB Trainmen may be used on their designated work days for any work or training assignments required of other train/yard Trainmen. Trainmen will not be required to work or train outside of their supply point jurisdiction.

F. Vacancy Procedure

1. FRB Trainmen may be used as a source of supply for filling vacancies, protecting emergencies and performing extra service when the extra board is exhausted.
  - CSXT and UTU agree it is not the intent of this agreement to use FRB positions in any manner to reduce the number of Trainmen assigned to extra boards. In this regard, CSXT specifically acknowledges its obligation to maintain a sufficient number of Trainmen on extra boards. Additionally, the parties acknowledge FRB is not intended to function as an alternative extra board, but rather as a mechanism to

provide additional work opportunities and compensation to Trainmen that would otherwise be furloughed or cut off. It is not envisioned the existence of an FRB will modify traditional methods used for sizing extra boards. CSXT confirms it will not use this agreement to increase the number of Trainmen who would otherwise be in furlough status and/or to arbitrarily reduce extra board staffing levels as a result of the existence of an FRB.

2. Weekly Adjustments (Non-Pay Period Adjustments) – in the event five (5) FRB or more starts are used in a weekly period the workforce will not be reduced. If less than five (5) FRB starts are used weekly adjustments can be made to the extra board to be effective the following Saturday. Trainmen reduced from the workforce will be offered the opportunity to place themselves to the FRB. CMC may either add additional positions to absorb these Trainmen; or, reduce the equivalent number of junior Trainmen on the FRB.

Bi-weekly (Pay Period Adjustments) – For each nine (9) starts that have been protected by Trainmen assigned to the FRB during a bi-weekly pay period, one (1) additional Trainman will be recalled to the workforce on the next board adjustment following the bi-weekly pay period in which excessive FRB starts were used. Trainmen recalled to the workforce as outlined herein will remain on the working board for a minimum of one week and will be subject to regular board adjustments thereafter.

3. In the event a major shutdown associated with customer plants, a downturn of customer service requirements or the elimination of service is made known and it is not considered a “normal board adjustment”, the parties will immediately meet to review adjustments that will be made other than defined herein.

G. Order of Call – Where multiple FRB Trainmen are scheduled on the same day, they will be called for work in seniority order if rested. FRB Trainmen may be called out of seniority order for rules class, re-certification exams or additional training as required.

H. Compensation – FRB Trainmen will accept the conditions and rate of pay of the assignment for which called. If training or working on an assignment that is tied up at the away-from-home terminal, the Expenses Away From Home and Held-Away-From-Home Terminal provisions of this Agreement will apply.

I. Guarantee

1. FRB Trainmen will be guaranteed a minimum of four (4) days pay at the Trainman’s Board Guarantee rate per bi-weekly pay period so long as the Trainman performs all work and training for which called on his scheduled days (or is available for service).
  - A Trainman who is unavailable or does not answer a call on a scheduled day will forfeit one-half (1/2) of his guarantee (2 days) for that pay period, although he will continue to be called on subsequent assigned days for the remainder of the pay period and may accept the call; being compensated for service performed.

- Should a Trainman be unavailable or not answer two calls on scheduled days during a pay period, he will lose his entire guarantee for that pay period.
  - Should a Trainman be unavailable or not answer more than two calls on scheduled days during any consecutive bi-weekly pay period, he will be removed from the FRB and will be ineligible to be re-instated to the FRB for the next six bi-weekly pay periods.
2. All earnings attributable to the Trainman's association with the FRB will be offset against their guarantee for that bi-weekly pay period, including return trips that may commence on a day following a scheduled work day.
  3. Compensation paid for personal leave days, daily vacation days or weekly vacation days on days other than scheduled work or training days will not be charged against the bi-weekly guarantee.
  4. A Trainman observing vacation week(s) covering scheduled FRB availability days during a bi-weekly pay period will be offset 1/4<sup>th</sup> of his guarantee for each such day unavailable because they are on vacation.
  5. The FRB guarantee payment will be included in the bi-weekly pay period in which it is earned.
- J. Health & Welfare – Health & Welfare benefits will be provided for FRB employees under the Health & Welfare plan for which they were covered by at the time of their furlough/cut off.
- K. Vacation Qualification & Entry Rates – Calendar days on which an FRB Trainman performs service or is scheduled to perform service will be included in the qualification for vacation (1.6 multiplier); such days shall also constitute a tour of duty in the application of Article IV, Section 6 (Rate Progression) of the Mediation Agreement made October 31, 1985 between the NCCC and the UTU.

## **ARTICLE 13 HOLIDAY PAY**

### **Section 1 General**

- A. Each regularly assigned yard and road service Trainman in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of one hundred and twenty five (125) miles, or less, and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in Paragraph D hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:
1. New Year's Day
  2. Washington's Birthday (President's Day)

3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. New Years Eve

- B. Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Note: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- C. Any of the Trainmen described in Paragraph A hereof who works on any of the holidays listed in Paragraph A hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

- D. To qualify for holiday pay, a regularly assigned Trainman referred to in Paragraph A hereof must be available for or perform service as a regularly assigned Trainman in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday the Trainman must fulfill such assignment. However, a regularly assigned Trainman whose assignment is annulled, canceled or abolished, or a regularly assigned Trainman who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) on the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of a Trainman's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

EXAMPLE:

#### Special Qualifying Provisions

1. A regular assigned Trainman who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" before the holiday and on the "workday" immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" after the holiday.



2. A Trainman who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.
  3. The holiday pay qualifications for Christmas Eve - Christmas Day shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.
- E. Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to Paragraph A, hereof, unless the regularly assigned employee fails to qualify under Paragraph D hereof, shall be applied toward such guarantees. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Company's right to annul assignments on the holidays enumerated in Paragraph A hereof.
- F. That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in Paragraph A hereof be worked a stipulated number of days per week or month will not apply to the eleven (11) holidays herein referred to, but where such an assignment is not worked on a holiday, the holiday payment to qualified Trainmen provided by this rule will apply.
- G. As used in this rule, the terms "work day" and "holiday" refer to the day to which service payments are creditable.
- H. When one or more designated holidays fall during the vacation period of the Trainman, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the Trainman's run shall not be considered to be workdays for qualifying purposes.
- I. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate" for service performed during a single tour of duty on a holiday which is also a work day and/or a vacation day.

**Section 2      Extra Trainmen**

- A. The following provisions shall apply to extra Trainmen protecting both road and/or yard service:

1. Extra Trainmen who meet the qualifications provided in paragraph B of this Section shall receive one (1) basic day's pay at the pro rata rate on each of the following holidays:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
President's Birthday	Day After Thanksgiving
Decoration (Memorial) Day	Christmas Eve
Fourth of July	Christmas Day

## Good Friday

2. Only one (1) basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one (1) basic day's pay shall be at the rate of pay of the first tour of duty worked.

Note: When any of the above-listed holidays fall on Saturday or Sunday, the day observed by the State or Nation shall be considered the holiday.

B. To qualify, extra service Trainmen must:

1. Perform yard service and/or road service described in Section 1, paragraph A(1) on the calendar days immediately preceding and immediately following the holiday, and be available for such service the full calendar day on the holiday; or,
2. Be available for such service on the full calendar days immediately preceding and immediately following the holiday and perform such service on such holiday, or,
3. If such Trainman cannot qualify under 1. or 2. of this paragraph B, then in order to qualify they must be available for such service on the full calendar days immediately preceding and immediately following and the holiday, or perform such service on any one or more of such days and be available on the other day or days.

Note 1: For the purpose of paragraph B 1., 2. and 3. of this Section 2, an extra Trainmen will be deemed to be available if they are ready for such service and do not lay off of their own accord, or if they are required by CSXT to perform other service in accordance with rules and practices on CSXT.

Note 2: To qualify, Trainmen on a common extra board protecting both road and yard service, must have compensation credited for such service on not less than eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

4. Trainmen who meet all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "calendar day" (for an extra or unassigned Trainmen) immediately preceding the Christmas Eve holiday they fulfill the qualifying requirements applicable to the "calendar day" before the holiday and on the "calendar day" immediately following the Christmas Day holiday they fulfill the qualifying requirements applicable to the "calendar day" after the holiday.
5. Trainmen who do not qualify for holiday pay for both Christmas Eve and Christmas day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

C. Any of the extra service Trainmen described in paragraph A of this Section 2 who works on any of the holidays listed shall be paid at the rate of time and one-half for services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Note: Not more than one (1) time and one-half (½) payment will be allowed in addition to the “one basic day’s pay at the pro rata rate”, for service performed during a single tour of duty on a holiday.

- D. Trainmen subject to this Article whose service status changes from an extra yard service Trainmen to a regularly assigned yard service Trainmen or a regularly assigned road service Trainmen on a road switch/mine run of 125 miles or less and who is paid on a daily basis without a mileage component or vice versa on one of the qualifying days shall receive the basic day’s pay provided in this Article provided they meet the qualifications set forth in paragraph B of this Section on the day or days they are an extra service Trainman or a regularly assigned road Trainman as described above and they meet the qualifications set forth in paragraph C of Section 1 on the day or days they are a regularly assigned yard service Trainman or regularly assigned road service Trainman as described above, provided further, that a regularly assigned yard service Trainman or regularly assigned road service Trainman as described above, who voluntarily changes their service status to an extra service Trainman on any of the three qualifying days shall not be entitled to receive the basic day’s pay provided for in this Article.
- E. When one or more designated holidays fall during the vacation period of Trainmen, the qualifying days for holiday pay purposes shall be the workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from-home operation of the Trainman’s run shall not be considered to be workdays for qualifying purposes.

#### Questions and Answers

- Q-1: Will a Trainman who has had his assignment annulled or abolished on a weekday and is being paid a basic day to remain off until the next working day in the case of annulment, or the next JAD in the case of abolishment, be considered as protecting the holiday on all protective days, including the Holiday, when under these circumstances?
- A-1: Yes, his Holiday pay will be considered as protected and he will be paid the Holiday Gift. If worked on the holiday, he will be paid at the time and one-half rate for the service performed.
- Q-2: Do the provisions of Sections 1 and 2 of this Article concerning Christmas Eve and Christmas Day Holidays also apply to Thanksgiving and New Year’s Holidays?
- A-2: Yes.

### **ARTICLE 14 LEAVE OF ABSENCE WITHOUT PAY**

- A. Except for physical disability or as provided in paragraph C of this rule, leaves of absence for Trainmen in excess of sixty (60) calendar days in any calendar year shall not be granted, unless by agreement between the officer designated by CSXT and representative designated by the UTU. Physical disability or bona fide illness does not require a Trainman to secure a Leave of Absence.

- B. Trainmen accepting service with railroad associations or government agencies engaged in transportation areas such as the National Railroad Adjustment Board, AMTRAK (non-contract positions), Association of American Railroads, National Mediation Board, Department of Transportation or any Trainman elected or appointed to a full time public office will not require a leave of absence while so employed, however, they must return to service in accordance with the provisions below.
- C. Trainmen may be given a leave of absence for a specific period of time, and at the expiration of same, will, upon making application to the proper supervisor, resume employment without loss of seniority. A Leave of Absence may be granted for longer periods by mutual agreement. The General Chairman will be furnished with a copy of the leave of absence of Trainmen under their immediate jurisdiction. At the expiration of the leave of absence, or prior thereto, Trainmen may resume employment without loss of seniority provided they exercise seniority by the second JAD as provided for in Article 11 of this Agreement.
- D. Leave of Absence to work for the National Railway Passenger Corporation (AMTRAK) must have been obtained under an appropriate agreement covering such leaves. Such leaves of absence shall remain in effect so long as the Trainman is in active service with AMTRAK. Only one such leave of absence may be obtained, except if a Trainman is furloughed by AMTRAK and returns to service under this Agreement, he may then be granted another leave of absence if he is recalled and accepts service with AMTRAK.
- E. Trainmen who are promoted or appointed to official positions or quasi-official positions (such as Train Dispatcher or Yardmaster), and full time positions with the United Transportation Union will be considered on leave of absence and will continue to accumulate seniority however, they must return to service on a JAD within thirty (30) days of leaving their former position.
- F. Trainmen off account of sickness or injury may be required to provide the Company with a report from his physician as to his current condition, within thirty (30) days of a written request thereof or forfeit all seniority.

## **ARTICLE 15    LODGING and LOCOMOTIVE CONDITIONS**

### **Section 1    Lodging**

- A. 1. When CSXT ties up road service Trainmen (except short turn-around passenger service), at a terminal other than the designated home terminal of the assignment, for four (4) hours or more, Trainmen shall be provided suitable lodging at CSXT's expense.
- 2. This Article also covers Trainmen called from the extra board, pools or used in the capacity of an extra Trainman to fill vacancies at outlying points subject to the following additional conditions:
  - a. The outlying point must be thirty (30) miles or more from the terminal limits of the location where the extra board from which called is maintained.

- b. Lodging or allowances in lieu thereof, where no lodging is available, will be provided only when extra Trainmen are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Note: Allowances in lieu thereof will be the applicable rate under the IRS Per Diem allowed.

B. Suitable lodging is defined as housing in a decent and reputable establishment, which is mutually satisfactory to the General Chairman and the designated CSXT officer. If not within a reasonable walking distance from a licensed suitable eating facility, suitable transportation will be furnished to an eating facility. The facilities to be furnished as follows:

1. Single occupancy rooms equivalent to that found in a modern commercial hotel being, well ventilated, lighted, heated and air-conditioned, with appropriate equipped private toilet and bath facilities. Floors will be finished or carpeted.
2. Rooms will be equipped as generally found in commercial motel/hotels, including color TV (19" or greater with remote control).
3. Linens will be changed; room put in order after each occupancy and cleaned at least once each twenty-four (24) hours.

C. Suitable transportation will be furnished from the off-duty point to the lodging facilities within thirty (30) minutes after the crew goes off duty or the Trainman will be paid continuous time separate and apart from the Trainman's earnings for the trip. Crew members will be required to travel as a unit. A room will be provided at the lodging facility within thirty (30) minutes of arrival or continuous time will continue to be paid as if not relieved until a room is provided or until alternate arrangements are promptly made and a room is provided at another suitable facility. These payments for late transportation and/or late room availability will be paid separate and apart from the Trainman's earnings for the trip.

Example: Trainman registers off duty at 1300 hours and is not furnished suitable transportation until 1400 hours, the Trainman is entitled to an additional 30 minutes paid separate and apart from his earnings from the trip. The same example would apply while waiting for a room at the Lodging facility.

- D. 1. Trainmen, assigned or extra, who properly request reverse lodging to their Division Manager and who use their legal residence at the away-from-home terminal of their assignment in lieu of accommodations provided by CSXT may utilize the designated facility at the home terminal of the assignment.
2. Where lodging accommodations are furnished and qualifying Trainmen elect not to use such facilities, no allowance will be due except as noted above.

- E. Trainmen called to protect work train service will be entitled to lodging and suitable transportation when tied up at outlying points, unless CSXT elects to transport the crew back to the initial terminal or supply point that day.
- F. Trainmen forced to any regular assignment more than thirty (30) miles from their designated home terminal will be allowed to use CSXT provided or CSXT designated lodging facilities for up to thirty (30) days, unless a driving allowance is agreed to.
- G. Meal allowances will also be granted where lodging is utilized as provided in this agreement.
- H.
  1. CSXT shall also have the right to construct and operate or arrange for the construction and operation of lodging facilities at any location where lodging is required. Such facilities will comply with conditions as found at licensed public facilities as referenced in paragraph B above.
  2. Within thirty (30) days from date of CSXT's notice of intent to construct such facility, the Organization may request conference to discuss the matter. If no request for conference is received within thirty (30) days of receipt of notice, the matter will be considered closed and CSXT may proceed.
  3. If the Organization objects to the facility, such objections shall be confined to whether or not the proposed facility meets the conditions for CSXT constructed lodging facilities.
  4. If the parties are unable to resolve the matter within thirty (30) days from date of last conference and after submission to the Disputes Resolution Committee, it may be submitted to arbitration in the usual manner. If any party fails to select its member of the arbitration committee within a reasonable time, CSXT's Highest Designated Officer and/or the General Chairman shall be deemed to be the member and the committee shall then function. The decision of the majority of the arbitration committee shall be rendered within the thirty (30) days, and shall be final and binding after selection of the neutral member, unless the parties mutually agree to a further extension.
- I. In the event a protest is made concerning any lodging issue, the matter will first be referred to local management. If unresolved, the matter will be referred to the General Chairman and Highest Designated Officer for resolution, including the Disputes Resolution Committee and process of arbitration.

## **Section 2 Locomotive Conditions**

- A. In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad, as long as they meet applicable FRA standards.
- B. A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

- C. This Agreement affirms CSXT's responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: air conditioning, heating, water coolers, drinking water, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.
- D. A locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and the crew will not be required to operate the locomotive pending corrective action, if the crew registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning:
  - 1. The existence of a federal defect, as defined by the Federal Railroad Administration, with respect to the following matters:
    - Exhaust gases (ventilation);
    - Cab lights;
    - Locomotive cab noise;
    - Cabs, floors and passageways (footing) (cab seats) (vision) (heat); and
  - 2. Other conditions as follows:
    - Lack of air conditioning or heating;
    - Lack of clean, sanitary toilet;
    - Lack of adequate cooled, drinkable water made available at the relief point, in accordance with present practice;
    - Lack of adequate toilet paper or hand towels.
- E. In determining the reasonableness of a Trainman's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the Trainman's ability or inability to correct the deficiency with means at his disposal and whether or not an unreasonable train delay would be incurred.

### **Section 3      Other**

- A. Terminal facilities will be adequately lighted, heated and air conditioned and will have washroom facilities with hot and cold water, soap and towels, toilet facilities, standard clock, drinking water, ice or mechanical cooling, "half-size lockers" and locomotive supplies. Such facility will be maintained and will be kept clean.
- B. A designated place for changing crews and place for changing clothes will be provided in all yards.
- C. Portable lighting will be provided by the Company at no expense to Trainmen.
- D. Trainmen shall not be required to cross trestles or bridges occupied by trains where there are no walkways.

- E. Trainmen tied up under the Hours of Service Law will not be required to perform any duties prohibited by Law.
- F. Ground crew members of trains operated without a caboose will not, as a result of the elimination of the caboose, be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are over one mile.
- G. The existing Air Hose arbitrary provisions for each former railroad will continue to apply for pre 1985 employees.
- H. At points where other appropriate personnel are available, ground crew members will not be required to place, move, attach, or take off protective devices from the rear or last car of trains operated without a caboose. However, when other appropriate personnel are not available, such rear-end protective devices will be handled by a member of the ground crew to and from designated locations.

### **Locomotive Design and Construction**

In recognition of the desirability of consultation with the General Chairmen prior to ordering new locomotives, or while formulating plans to modify or retrofit existing locomotives, the parties agree that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairmen providing them with the opportunity to furnish CSXT with their recommendations for full and thoughtful consideration by CSXT.

## **ARTICLE 16 MARKING OFF / MARKING UP**

### **Section 1 Marking Off**

- A. An Extra Trainman granted permission to mark off or to be out of place will retain his position on the extra board if he reports back for duty before his turn is called. Failing to report for duty his turn will be removed from the board and he will remain off for a minimum of twelve (12) hours and then be marked up last out upon reporting.
- B. A Trainman in pool freight service marking off for any reason will maintain his place in the pool if he reports for service before his turn is called. Failing to report for duty before his turn is called; he will remain off for a minimum of twelve (12) hours depending on the exigencies of service. When reporting he will be marked up last out or to his turn if it has returned and has previously been marked up, and will be considered available for call in his turn.

Note 1: In the event the working board is or will be exhausted as provided for in paragraphs A. and B. hereof, CMC upon contacting the Trainman, may waive the twelve (12) hours the Trainman is required to remain off of the working board.



Note 2: In A. and B. above, a Trainman who marks off and then marks back up before his turn is called, will not be considered as unavailable for any purposes in regard to the time while he was marked off.

Note 3: Upon proper notification Trainmen in unassigned service will not be required to accept an assignment that goes on duty after 2200 on the day immediately prior to authorized absences such as assigned rest days, personal day, vacation day(s) or week(s), or demand days off. Trainmen will not have their guarantee affected under this Article. Trainmen who wish to take advantage of this must notify CMC by 1800.

C. A Trainman working a regularly assigned road or yard assignment at an outlying point must mark up within eight (8) hours of the on duty time of the assignment in order to protect the following day.

Note: A Trainman returning from Personal Leave days or Daily Vacation will be automatically marked up to protect their assignment the next working day after observing either of these days.

Extra Board Trainmen called to protect those vacancies will be notified, when called, that they will be relieved upon expiration of the regular assigned employees scheduled absence.

Interpretation:

When a pool Trainman is granted permission to mark off, his turn will remain in the pool and work its way up the pool. If he does not report for duty before his turn is called, it will be filled by an extra board Trainman; and, thereafter:

1. If a pool Trainman reports for duty prior to twelve (12) hours from the time he originally marked off, he will be placed in "waiting status" until the expiration of the twelve (12) hours (depending on the exigencies of service), at which time he will be marked up on his turn if it has returned to the terminal or he will be marked up last out in the pool if it has not returned.
2. If a pool Trainman reports for duty after twelve (12) hours from the time he originally marked off, he will be marked up on his turn if it has returned to the terminal or he will be marked up last out in the pool if it has not returned.
3. If a Trainman is used off his assignment/turn to fill a temporary vacancy on another assignment/turn, upon completion of the emergency work the Trainman will be marked back to his assignment/turn if it has returned to the terminal or will be placed in "waiting status" until his assignment/turn returns to the terminal and will not be subject to call while in "waiting status". Under these circumstances, the Trainman is entitled to difference in pay, if any, for having been used off his assignment/turn to fill a vacancy other than his own assignment/turn.

Note: CSXT will allow General Committee Officers, Local Chairmen and Vice Local Chairmen to mark off under union business (UBU) to perform elected duties such as: representing members in investigations, holding claims conferences, or attending Labor/Management meetings, etc. Presidents, Secretary-Treasurers,

and Legislative Representatives officers will be permitted to mark off under union business (UBU) to attend monthly meetings as needs of service permit. If a dispute arises under this note, it will be resolved by the General Chairman of jurisdiction and CSXT Highest Designated Officer.

#### Questions and Answers

Q-1: If a pool Trainman whose turn has not returned to the terminal when marking up and is placed last out, will his turn be brought back to him and the Trainman filling his turn who is out of the terminal changed to reflect as being on a “make up” turn?

A-1: Yes.

Q-2: Does time spent in “waiting status” cause a pool Trainman to be considered unavailable for any purpose?

A-2: No.

Q-3: When does the twelve (12) hour period begin as used in paragraphs 1 and 2 of the Interpretation?

A-3: The time periods will begin from the time the Trainman originally marked off.

- D. 1. A Trainman may “drop” his turn or slot in a pool or extra board to the bottom of the board once in a bi-weekly pay period or once in every other pay period where paid weekly. The drop must take place before the Trainman is called for service. If the Trainman uses this drop and subsequently misses his turn, any guarantee will be adjusted accordingly. Otherwise, Trainmen using this drop will not be subject to attendance handling or be considered unavailable for any other reason.
2. When all applicable vacancy fill procedures have been exhausted, CMC will have the option of dropping a vacant pool turn(s) to the bottom of the board or setting the turn(s) aside.

#### **Section 2      Marking Up**

A. A regularly assigned Trainman will automatically be marked up for service at the expiration of a mark-off with a specific duration such as rest days, weekly vacation, daily vacation day(s) or personal leave day(s), and at the end of an agreed upon, pre-arranged period of time to be off such as for personal business, appointment, etc. If for unforeseen reasons, a Trainman requires additional time off, it will be his responsibility to contact the Crew Management Center to request additional time off.

B. Unassigned or Extra Trainmen will be marked up following the day, days, week or weeks of authorized absence at 2200 for duty at 0001, unless the Trainman elects to and advises CMC to delay mark up to as late as 0400, following the authorized absence, except in the case of observing vacation.

Note: Trainmen will not be considered as unavailable for any purpose when handled as described in this paragraph B. Trainmen will not have their guarantee affected under this Article. Trainmen who wish to take advantage of this must notify CMC by no later than 1800.

## **ARTICLE 17 PASSENGER SERVICE**

Passenger rules will be set aside until such time as passenger service is implemented on the Southern Region and manned by employees governed by this Agreement.

## **ARTICLE 18 PAYDAY/PAYROLL DEDUCTIONS**

### **Section 1 Payday**

- A. Pay will be claimed through CSXT's "Paperless Payroll" system and may be filed by either the Trainman or another member of the crew
- B. Payroll payments will be made only to a direct checking and/or savings deposit account or pay card as specified by the Trainman. Such Trainmen will have sixty (60) days to establish a direct deposit account at a financial institution recognized by the Company as able to accept direct deposits.
- C. Pay will be distributed each fourteen (14) days, or as otherwise mandated by state law, by electronic deposit to the Trainman's designated banking institution or by Pay Card (as elected by the Trainman). An itemized "printout" of the Trainman's pay will be made accessible to each Trainman at the worksite. The statement will also show the disposition of claims initially shown as being researched, paid or denied on the coded statement furnished Trainmen.
- D. If there is a pay discrepancy and it is determined that a Trainman has been shorted payment for work performed, it is understood that a separate payment will be promptly issued for shortages in excess of a basic day.

### **Section 2 Deductions**

- A. Payroll deductions are available to all permanent full-time Trainmen who execute a suitable written deduction authorization for the following purposes:
  - 1. Periodic Union dues, agency fees and assessments included in, monthly dues (not including fines and penalties) payable to the Union.
- B. No deduction shall be made from the wages of any Trainmen who does not have sufficient earnings for the pay period specified of an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:
  - 1. Federal, state, and municipal taxes.
  - 2. Other deductions required by law, such as garnishments and attachments.
  - 3. Health and Welfare Employee Cost Share.
  - 4. Supplemental Pension, including 401(k) contributions.
  - 5. Contributions to Voluntary Relief Department.

## **ARTICLE 19 PERMANENT OR TEMPORARY TRANSFER**

### **A. Procedure**

1. When additional Trainmen are needed on their Consolidated Seniority District or a different Consolidated Seniority District, CSXT may offer a permanent or temporary transfer to Trainmen at locations where, in CSXT's opinion, it has a surplus subject to approval of the appropriate General Chairman with jurisdiction and in the following manner:
  - a. When there are furloughed Trainmen at a supply point CSXT will post notice at supply points where there are furloughed Trainmen. Applicants will be selected in seniority order. The selected applicants will be permitted to exercise seniority to any position based on their prior or common rights and will remain within that zone in accordance with paragraph B(6) below, unless subsequently reduced from the Trainmen's work force, at which time the Trainman may exercise seniority to the former zone or subzone.
  - b. If unable to fulfill the manpower needs of CSXT under paragraph 1(a), CSXT may advertise for the temporary transfer of Trainmen from one of the other Consolidated Seniority Districts. CSXT will post a notice on the other Consolidated Seniority District(s) which have surplus Trainmen. CSXT will determine the supply points, which have surplus Trainmen who will be offered temporary transfers to seniority zones or subzones in need of additional Trainmen. Applicants will be taken in seniority order with birthdays being the tiebreaker (month, day and year). The date such Trainmen commences qualification on the district will establish their appropriate temporary seniority on that district. When two or more Trainmen with seniority on CSXT transfer to and commence qualifying on the same seniority district, they will be placed in relative standing based on their former Trainmen's seniority.
2. The temporary Trainmen positions will be established at the supply points where needed and will become effective on the Job Adjustment Day shown in the posted notice. Such positions will be shown on the Electronic Database of Assignments ("EDB") that will be accessible through the Crew Management Center ("CMC") System and Division Message Screens. Trainmen who transfer in accordance with this sub-paragraph will be placed on the bottom of the roster at that location, for the duration they are there.
3. Trainmen will be required to learn the road and terminals at the supply point to which transferred as necessary by agreement between the supervisor and the Local Chairman and will be paid at the same rate of pay as the working Trainman on whose train the Trainman is qualifying for all miles traveled but not less than a minimum day at the Trainman's rate of pay for each day qualifying. A transferred Trainman assigned to a Trainmen's pool or extra board must be qualified for all service protected by same; however, this will not prevent CSXT from using a transferred Trainman to perform emergency service for which qualified. Any issue involving qualifying on or protecting assignments not resolved by the Local Chairman may be promptly handled by the appropriate General Chairman and the Highest Designated Officer.

- Note 1: When, in the opinion of the supervisory officer, a Trainman is taking an unreasonable amount of time to learn the road and/or terminals, the Trainman in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.
- Note 2: Trainmen used in the qualifying of transferred Trainmen will receive "Trainmen Instructor" pay.
4. Trainmen temporarily transferred under this Agreement will be entitled to the following:
    - a. CSXT will provide lodging at the home terminal or an allowance in lieu of lodging, if the Trainman is more than thirty (30) miles from his former home terminal. Additionally, lodging will be provided at the away-from-home terminal.
    - b. Meal allowances as provided for by this Agreement;
    - c. Any additional benefits/incentives the notice may provide;
    - d. The applicable driving allowance as recognized by the IRS for travel to and from the location.
  5. Trainmen who transfer on a temporary basis will be required to remain in active service at the location to which transferred for at least six (6) months after qualifying, unless released earlier by CSXT. Trainmen will be released in reverse seniority order unless a senior Trainman has filed a written request to be released.
  6. Trainmen released by CSXT prior to the six (6) month period will be given a seventy-two (72) hour advance notice that their services are no longer needed, without reduction in transfer benefits as described herein.
  7. In the event that a Trainman who transfers on a temporary basis experiences a hardship during the six-month period, they may request an early release. The Trainman must make said request in writing to CSXT's Highest Designated Officer and the appropriate General Chairman. If the hardship is granted, CSXT may require the Trainman to re-pay the incentives on a pro-rata basis.
  8. Trainmen who temporarily transfer under the terms of this Agreement will not be entitled to take vacation or personal leave during the time provided herein, unless approved by local supervision. The Trainmen's appropriate Local Chairman will schedule such time off for Trainmen with the approval of the Trainmen's supervisor.

#### Questions and Answers

- Q-1. If a Trainman who has transferred to a location had already scheduled vacation prior to his transfer, can he take his scheduled vacation?

- A-1. Local management and the Local Chairman of jurisdiction will meet and endeavor to allow such Trainman to take scheduled vacation depending on the needs of service, or he will be paid for such vacation in lieu of taking the time off. Taking such time off will not deprive the Trainman of any of the benefits he receives under the transfer notice.

**ARTICLE 20 PERSONAL LEAVE DAYS (PLD's)**

- A. 1. Trainmen will be entitled to Personal Leave Days on the following graduated basis, subject to the provisions contained in Paragraphs A.1. and A.2. below:

<u>Years of T&amp;E Service</u>	<u>Personal Leave Days</u>
Less than 5 Years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years to 20 years	9 days
Twenty or more years	11 days

- 2. Effective January 1, 2012, Trainmen who qualify for vacation in the previous calendar year (2011) in accordance with Article 29 (Vacation) will be entitled to Personal Leave Days on the following graduated basis, subject to the limitation contained in Paragraph (B), below:

<u>Years of T&amp;E Service</u>	<u>Personal Leave Days</u>
Less than 5 Years	5 days
Five years and less than 10 years	7 days
Ten years and less than 15 years	9 days
Fifteen years or more	11 days

- B. 1. Trainmen in road and yard service who are eligible for paid holidays under the National Paid Holiday Rules may substitute Personal Leave Days for such paid holidays. The number of Personal Leave Days each Trainman is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received. Trainmen who have reached the maximum of eleven (11) days will not be entitled to any additional paid holidays or Personal Leave Days in that calendar year.

- 2. In the year in which a Trainman's Personal Leave Day entitlement increases, they may take the increased number of Personal Leave Days at anytime in that year.

- 3. Trainmen who work a portion of the year in train service may not exceed the number of Personal Leave Days under the schedule shown in paragraph A. above.

- C. 1. Personal Leave Days may be requested or scheduled no later than twenty-four (24) hours before, but no earlier than twenty-one (21) days in advance by contacting the appropriate CSXT Officer at CMC or by using the appropriate screen in the CSXT system or through the IVR. These days shall be granted or allowed consistent with the daily caps which have been evenly distributed for each day of the week. CSXT has the option of granting

Personal Leave Days with less than twenty-four (24) hours' notice and will do so when requested by the Local or General Chairman when the caps and/or needs of service will allow.

2. Trainmen will be paid a basic days pay at the rate of the last service performed. Trainmen granted a Personal Leave Day will not be required to accept an assignment after 2200 on the day preceding the Personal Leave Day. Trainmen will be marked up for duty from Personal Leave Days pursuant to the provisions of Article 16 - Marking Off and Marking Up of this Agreement.

Note 1: Unless otherwise agreed, Personal Leave Days caps placed into the computer will be scheduled in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

Note 2: A Trainman will not be considered as unavailable for any purpose when handled as described in this paragraph.

Note 3: The Company will determine the total number of personal leave entitlement days at each supply point. The working "supply point" is interpreted to mean where there are separate extra boards. The entitlement will be determined respectively for each extra board's jurisdiction and/or vacation roster. The total number of personal leave days will be evenly divided by 365, and the limits scheduled evenly Monday through Sunday. In the event the limits cannot be equally distributed throughout an entire work week, they will be distributed in order as defined in Note 1.

At locations where the limits do not allow for at least one PLD per day, the limits will be set for one per day.

3. a. Once a Personal Leave Day (hereinafter "PLD") is scheduled, CSXT will not cancel a PLD absent a forty-eight (48) hour notice from CMC to the Trainman. Any cancellations of a PLD by CMC in less than forty-eight (48) hours must result from a major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God or a work stoppage against the railroad by any craft or group of employees or unanticipated manpower shortages, which interrupts the normal operation. Should this occur, the General and Local Chairman having jurisdiction will be promptly notified by the HDO. Once PLDs are entered into the system, CSXT will not reduce the agreed to caps without prior discussion with the General Chairman of jurisdiction and without supplying the supporting data validating their position that by not reducing the caps a shortage of manpower would be created.
- b. A Trainman may not cancel a scheduled PLD without requesting CMC to do so at least forty-eight (48) hours before the day(s) is scheduled to begin. Should a Trainman experience circumstances beyond his immediate control, the requested cancellation may be granted by showing legitimate need within the forty-eight (48) hour time frame with the concurrence of the Local or General Chairman. Any dispute

arising from this paragraph will be handled on a case-by-case basis between the Organization and the designated CSXT representative.

- c. A Trainman may cancel a scheduled Personal Leave Day if he is out of the terminal when it is scheduled to begin.
  - d. In considering the needs of service, CMC may increase such caps to allow additional Trainmen to be off on any given day when requests are made for additional day(s) by a Trainman, his Local Chairman or General Chairman. Reference Article 29 - of the Vacation Agreement Summary, Section 5, Q&A #3.
- 4. Unused carry-over PLD's may be cashed in or paid for in lieu of actual time off if requested by the individual through the Crew Management Center, by use of the appropriate screen in the computer or through the IVR.
  - 5. Unused (not requested and/or not granted) PLD's may be accumulated and carried over up to a maximum of thirty (30) days. Any exceptions to this rule due to medical or hardship circumstances must be approved and agreed upon between the General Chairman of jurisdiction and Highest Designated Officer.
  - 6. Trainmen may elect to receive payment for all or part of the carry-over days in lieu of scheduling such days. Payment for all PLD's will be paid a basic days pay at the rate of the last service performed and shall not be used as an off-set to any guarantees other than as provided pursuant to job protection or governed by National Agreements. Payment will be made in the pay period following the pay period in which the claim is submitted. Personal Leave Days do not become "carry-over" until January 1 of the following year.
  - 7. If a Trainman resigns, retires, dies, is disabled or dismissed from service, the number of PLD's in his account (including those earned in the calendar year that the Trainman leaves service which were to be taken in the subsequent year) will be payable to the Trainman or his estate as soon as practicable, subject to state law.
  - 8. Trainmen working assignments that have assigned rest day(s) can request and take PLDs on the rest day(s) of the assignment. These days will not be counted against the caps on that given day and will not be denied by CMC.
- D. PLD's may be donated to other employees in the form of a basic days pay at the donee's last class of service rate. Those wishing to donate days in accordance with this Article must mail/fax a signed authorization showing their identification number to the General Chairman's Office reflecting the number of days donated. The General Chairman's office will provide one list of donors to payroll.
  - E. Personal Leave Days taken or paid for will be counted as qualifying days for vacation purposes.

#### Questions and Answers

Q-1: When will a PLD which was not previously scheduled commence and end?



- A-1: A PLD commences at the time the Trainman marks off. It will end twenty-four (24) hours thereafter and the Trainman will be automatically marked up.
- Q.-2: When do Trainmen commence a PLD if their turn is out of the terminal when said day is scheduled to begin?
- A-2: The Trainman has up to one (1) hour after registering off duty when he returns to his home terminal to cancel personal leave through the Crew Management Center, otherwise, personal leave commences with the off-duty time for a period of twenty-four (24) hours.
- Q-3: Do the PLD provisions preclude the payment of time and one-half for service actually performed on a holiday by a Trainman who has previously taken a combination of eleven Holiday/PLDs?
- A-3: No, the time and one-half payment is payable for service performed on a holiday under the National Holiday Rule.
- Q-4: Must a regularly assigned, pool or extra Trainman wait until their turn is due to work to start a Personal Leave Day?
- A-4: No, Personal Leave Days will begin at 0001 unless as described in Q & A 1 and 2.
- Q-5: Who must a Trainman contact to be compensated for personal leave day while observing a rest day?
- A-5: The Trainman must advise Payroll of the request to ensure proper compensation. The Trainman may contact the Payroll Help Desk, send an e-mail to TTG Payroll or as directed, requesting the payment. He will not be denied the request and this day will not be counted against the caps.
- Q-6: What time will personal leave begin when taken in conjunction with rest days(s)?
- A-6: At expiration of rest day(s) the PLD will begin and run twenty-four (24) hours.
- Q-7: May Trainmen who are otherwise unavailable for service (i.e., marked off sick, sickness in family, weather, etc.) utilize a personal leave day for guarantee purposes?
- A-7: Yes. However, the day must be approved by the Trainman's local supervisor. If approved, the PLD will not count against the caps, or the Trainman's guarantee, if any.
- Q-8: Will a PLD taken on the day before or after a holiday preclude the payment of time and one-half service actually performed on a holiday?
- A-8: No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule. PLD's are considered neutral days. The Trainman must work or be available to work the day immediately preceding or following the PLD's, whichever is applicable.

## **ARTICLE 21            PHYSICAL EXAMINATIONS/ MEDICAL DISQUALIFICATIONS**

- A. Physical examinations will be conducted as required under the Federal Railroad Administration requirements and as determined appropriate by CSXT's Chief Medical Officer when a Trainman's fitness for service is in question. CSXT, through its Chief Medical Officer, retains the right to establish periodic physical examinations. The cost of physical examinations required under the Federal Railroad Administration requirements or performed at the direction of CSXT will be paid for by CSXT. The Medical Department will advise the individual of the reason for the examination.
  
- B.
  - 1. Trainmen directed by the Company to undergo a physical examination will be compensated three (3) hours at the pro-rata rate of the assignment. However, if the Trainman is unable to schedule the examination without loss of compensation from the assignment or extra board, the Trainman will be compensated for all lost earnings. A Trainman must secure authorization from one of his supervising officers who will instruct CMC to mark the Trainman off duty to take a physical examination. Trainmen required to take an examination at other than their home terminal will be reimbursed for all reasonable expenses incurred.
  
  - 2. This rule will not apply to physical examinations when a Trainman is returning to duty from a leave of absence (including sick leave or injury), or physical examinations required of a Trainman while absent from duty because of illness or injury. A Trainman will be allowed all reasonable expenses incurred if required to leave his home terminal for such examination.
  
  - 3. This rule will apply to physical examinations required by federal regulations.
  
- C. Trainmen may be required to submit to any CSXT physical when:
  - 1.
    - a. It is CSXT's opinion that the Trainman's health or physical condition is appreciably impaired in which case CSXT shall notify the Trainman in writing of the nature and extent of its concern and shall pay the physician's fee for such examination; or
  
    - b. A Trainman who has been off for an extended period, length of which to be determined by the CSXT Chief Medical Officer, but not less than seven (7) days, due to personal illness or off-duty injury, in which case, once the Trainman has been attended to by his personal physician, the physician must complete CSXT medical forms provided by the Chief Medical Officer prior to return to service.
  
  - 2. In conducting such physical examinations, any facts as to unfavorable conditions developed by the Medical Examiner will not be reported to supervisory officers, but will be held in strict confidence between the Medical Examiner, the Chief Medical Officer and the employee concerned.
  
- D. Any Trainman who fails to pass a CSXT physical examination may within thirty (30) days, at his option, have a review of his case in the following manner:

1. In the event the Chief Medical Officer determines that a Trainman's physical condition is such that it will interfere with the safe performance of duties, the Chief Medical Officer will report such findings to CSXT and if it is decided the Trainman should be removed from service, the Chief Medical Officer will notify the Trainman and his General Chairman.
  2. Trainmen who are removed from service account of a medical condition may appeal from an adverse decision of the Chief Medical Officer through the General Chairman, with evidence of a thorough examination by a recognized physician, subsequent to his rejection, which examination shows conclusions contrary to those on which rejection from service was based. If the decision is appealed, the Trainman involved, and/or his representative, will select a physician to represent the Trainman, notifying the Highest Designated Officer accordingly, and within thirty (30) days after such notification, CSXT's Chief Medical Officer ("CMO") will select a physician to represent CSXT in conducting a further physical examination. The two physicians selected will examine the Trainman and render a report within a reasonable time, not exceeding thirty (30) days. If the two physicians selected shall agree, the conclusions reached by them will govern.
  3. If the two physicians should disagree as to the physical condition of such Trainman, they will select a third physician, to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession, and a specialist in the disease or diseases from which the Trainman is alleged to be suffering. The Board of Medical Examiners selected will examine the Trainman and render a report within a reasonable time, not exceeding thirty days after selection, setting forth the Trainman's physical condition and their opinion as to fitness to continue service in regular or restricted employment, which will be accepted as final. Should the decision be adverse to the Trainman and later based on a medical report from the Trainman's physician, it appears the Trainman's condition has improved, a re-examination will be arranged, as soon as possible, upon request of the Trainman. If as a result of the re-examination, the Trainman is returned to service, there shall be no claim for lost time, unless CSXT had initially refused to grant the re-examination resulting in an unreasonable delay.
  4. The fee of the third member of the board will be borne equally by the involved Trainman and CSXT. Fees for hospital, expenses, laboratory, x-ray examinations, etc., will be borne equally by the Trainman involved and CSXT.
  5. In cases where a Trainman may be held out of service pending final determination as to his fitness to continue such service and it subsequently develops that the Trainman's condition did not justify removal from service, the Trainman will be paid for time lost and credited/made whole as it pertains to all entitlements, under this Agreement such as Vacation, Personal Leave, Performance Bonus Calculations, 401K Match, Railroad Retirement, Attendance Awards, etc., while held out of service on that account.
- E. When a Trainman is disqualified for service because of vision, color perception or hearing that does not meet the required standards, the Trainman or his/her representative may, within fifteen (15) days after disqualification, make request that consideration be given to conducting a field test. Such request will be made to the Highest Designated

Officer and a meeting to discuss the matter will be held within fifteen (15) days following the request. Any field test will be conducted consistent with applicable FRA regulations.

- F. Trainmen restricted by CSXT to yard service for medical reasons will be subject to the following:
1. Such restricted Trainman may mark up on an extra board and work yard vacancies protected by that list only so long as his seniority does not entitle him to hold a regular yard assignment as Trainman either at the point where the extra board is located or at a point protected by that extra board.
  2. Trainmen marked up on an extra board under the provisions of F(1) will be subject to calls for yard service on a first-in, first-out basis. However, there will be no runaround claim due such restricted Trainman when he stands first out on the extra board at a time when a vacancy exists for a road Trainman. Under such circumstances, he will retain his first out position on the list until called for a yard vacancy.
  3. It is understood that in determining the qualification for vacation eligibility under the applicable Vacation Agreement concerning calendar days on which a Trainman assigned to an extra board is available for service and on which days he performs no service, is modified to the extent that a Trainman assigned to the extra board under provisions of this Article shall not be given credit/guarantee for any calendar day on which he performs no service account of being unable to accept a call on that day for road service because of his restriction.
  4. All service in Terminal Operations performed by restricted a Trainman shall be excluded from consideration in the regulation of extra boards.
- G. 1. Any physical requirements developed and adopted after the effective date of this Agreement by CSXT Medical will be previewed with all UTU General Chairmen. In the event a dispute arises from any new requirements, the Organization retains its rights to challenge such guidelines under Article 6, Section 3, Disputes Resolution Committee of this Agreement. In any case, CSXT will assist any physically disqualified Trainman through CSXT programs to mitigate undue hardship or to provide alternate employment.
2. If a Trainman is disqualified pursuant to any new guidelines or physical requirements adopted, all health and welfare benefits will be maintained by CSXT if the Trainman remains compliant with the program, until the requirements under paragraph G are fulfilled.
- H. None of the provisions contained within this Article will supersede procedures pursuant to 49 CFR 240.

## **ARTICLE 22     QUALIFYING ON TERRITORY**

- A. Trainmen will be qualified, at CSXT's expense, on the territory within their home sub-district. A Trainman who has not worked over a portion of such sub-district and has not

had an opportunity to work (through exercise of seniority, etc.) on some portion of such sub-district during the past twelve months and who is unable to hold any other position on that sub-district will be paid one trip to re-qualify over the territory and paid all earnings made by the Conductor on such assignment.

- B. Trainmen must be fully qualified on all work protected by an assignment, pool, or extra board to voluntarily claim a position within his home sub-district. Trainmen with sufficient seniority to hold an assignment within his home sub-district will be allowed to qualify on the assignment he wishes to claim at CSXT's expense when the requirements of service permit. If the Trainman cannot hold an assignment at his present supply point as a Conductor, he will begin qualifying immediately.

Note: The intent of paragraph B is to allow CSXT, during times of manpower shortages, to qualify newly promoted Trainmen in some, but not all assignments(s) in their home sub district/district to quickly satisfy service requirements. Such Trainmen should not be unduly restricted in exercising seniority to assignments of preference when manpower requirements permit.

- C. Trainmen who voluntarily exercise seniority from one sub-district/district to another will not receive pay for learning the road and will be required to qualify on their own time.
- D. When CSXT posts a notice to transfer Trainmen from one sub-district/district to another they will be paid to learn the road in accordance with paragraph F. of this Article.
- E. Where a new run is established requiring Trainmen to learn new territory they will be paid for the time learning the road at the Trainman's rate of pay based on the service performed and in accordance with paragraph F. of this Article.
- F. The appropriate CSXT officer and the Local Chairman with jurisdiction will determine the number of qualifying trips needed to qualify on a specific territory. When in the opinion of the supervisory officer a Trainman is taking an unreasonable amount of time to qualify, the Trainman in question will be required to consult with the supervisory officer and the Local Chairman for the purpose of identifying and correcting the problem.
- G. The Trainman who acts as an instructor during the qualification trips that are made by these Trainmen will receive the current instructor allowance.

## **ARTICLE 23     REMOTE CONTROL OPERATIONS**

### **Section 1     General**

- A. 1. At locations where Remote Technology is implemented an adequate number of Trainmen will be provided training so as to be qualified in the operation of such technology. All Trainmen occupying the GEB where RCO Technology is implemented must be RCO qualified. The appropriate yard Local Chairman and local Company Officer will cooperate to determine the appropriate number of RCO qualified employees needed, identify the employees to be qualified and arrange training to address the qualification issue as promptly as possible

2. Trainmen who have not been qualified in remote control technology voluntarily and intend on transferring to a location where remote technology is in service must provide a minimum of thirty (30) days advance notice to the appropriate Yard Local Chairman and the local Supervisor of their intent to transfer so that RCO training can be arranged to address the issue of qualifications. When employees voluntarily transfer and initial training is provided under this provision, the employee must remain at the location for a period of six (6) months, unless furloughed.
  3. Trainmen who have not previously been provided the opportunity to be RCO qualified and are forced to make a seniority move (due to being displaced by a senior employee) to a location where RCO technology is in place and there are employees junior in seniority working at that location, the “displaced Trainmen” must, (1) claim a conventional job, or, (2) the Company will create a position on the extra board for the employee to claim until RCO training is provided.
- B. Bulletins requiring applications for training as remote control operators will be issued to Trainmen working under the extra board jurisdiction at the location concerned. The training positions will be advertised on Friday and awarded at 1500 on Wednesday, unless agreed to by the parties on the basis of Trainman’s earliest seniority date on their respective seniority list. Trainmen must bid each bulletin.
- C. In the event there are insufficient applicants for RCO training, the junior yard service Trainmen at each location will be required to attend Remote Control Operator (**RCO**) training as designated by the Company.
- D. 1. Trainmen attending instructional classes will be compensated a basic day’s pay at the Yard Foreman rate of pay and eight (8) hours or less constitutes a days pay. All training in excess of eight (8) hours each day will be paid at the overtime rate. Should a training day fall on a holiday, the Company will pay the punitive rate, should it require the Trainman to report for training that day; otherwise the Trainman is entitled to eight (8) hours straight time pay for the annulment. On the days the Trainman operates the RCO equipment, he will be entitled to payment of the forty-six (46”) minute arbitrary. Sufficient training will be conducted to ensure all yard service Trainmen have been given an opportunity to attend RCO training prior to designating the extra board as RCO Qualified Only. Should there be a problem concerning qualifying Trainmen in RCO, the General Chairman and the HDO will meet to discuss and resolve the problem.
2. Should Trainmen be required to report for training at other than their home supply point, the Company will provide at no expense to the Trainmen, lodging, and a meal allowance. The meal allowance will be the rate provided in the 1972 UTU Fireman-Manning Training Agreement, as amended. On the initial and last day of training, the Company will pay personal auto expense or transport the employee to and from the training location.
- E. Qualified RCO Trainmen will not be permitted to vacate an RCO assignment when there are no other qualified RCO Trainmen available to protect the assignment unless the RCO assignment is abolished and the Trainman is unable to secure another RCO position.

- F. Vacancies on an RCO assignment will be filled from the GEB. In the event there are insufficient available qualified Trainmen on the GEB, the junior rested available qualified RCO Trainman at the location will be called.
- G. The Company may operate remote technology in the performance of non-traditional train operations, such as by the Car/Equipment/Locomotive Department personnel within the blue flagged confines of the car and equipment repair facilities, who have been trained in the operation of Remote Technology.
- H. The forty-six (46") minute Special Allowance will be paid to all Trainmen working RCO assignments when, for various reasons such as locomotive failure, manpower shortage, etc., their assignment is converted from RCO to conventional operations.
- I. All Trainmen working RCO assignments will be allowed the Special forty-six (46") Special Allowance, regardless of whether the assignment is converted, either prior to their on-duty time or during their tour of duty to "conventional". The payment should be continued unless the position is abolished and re-advertised to operate conventional.
- J. Other provisions of the UTU 2002 National Agreement remain in effect unless otherwise modified in this Article.

## **Section 2 RCO Trainers**

- A. 1. Designated Trainers of Remote Control Operators (DTRCO) may be used to assist and/or supplant Company Officers with the training of Remote Control Operators (RCO). The use of a DTRCO will be authorized through the appropriate supervisor. The function of the DTRCO will be to train, instruct, and monitor the progress of RCO trainees as directed by the appropriate supervisor.
- 2. A list of candidates for the DTRCO positions will be submitted by the UTU General Chairman. They will be selected based on the following criteria:
  - a. A DTRCO candidate should have at least three years experience as a conductor with one year in service on the territory (and in the specific yard) on which they will act as DTRCO.
  - b. The Company will make the final selection for the DTRCO positions based upon qualification, ability, and past performance.
- 3. Once designated, each DTRCO may receive training at a Company designated training facility. The appropriate supervisor will determine if any additional training is necessary for employees who are RCO qualified before the DTRCO begins instructing RCO trainees.
- 4. DTRCO(s) will be compensated at the yard foreman's rate of pay for each day worked which will be subject to overtime after eight hours as well as any subsequent general wage increases. This amount will be applied against any guarantee. Additionally, they will be allowed the conductor training allowance for each day they are engaged as a

trainer as well as a special allowance per tour of duty equal to 46 minutes at the yard foreman rate of pay.

5. DTRCO(s) will perform service on an infrequent basis as directed by the Company. While performing service as a DTRCO they will not be allowed to mark up in train service.
6. Any work performed by a DTRCO will not in any way be considered as establishing or conveying exclusivity to such work in the future.
7. DTRCO(s) will be entitled to reasonable travel expenses (meals/lodging) when required to be away from home or use their own vehicles for travel.

## **ARTICLE 24    RULES EXAMINATIONS**

- A. Advance notice of at least one week will be given of the schedule of rules classes and examinations.
- B. Except as noted below, Trainmen required to attend instruction classes, rules classes, re-examinations on rules and regulations, or initial examination for promotion, which are scheduled that it is necessary for him to lose time from his assignment will be paid for all time lost on his assignment. Where no time is lost, or if the Trainman does not avail himself of the opportunity to attend such classes without the loss of time, he will be compensated at the basic pro-rata rate of the class of service in which employed for actual time spent in attendance with a minimum of four (4) hours.
- C. If the class is held during the hours of the Trainman's assigned tour of duty, no additional compensation will be allowed, however time consumed for this purpose after having been on duty eight hours will be compensated on the basis of actual time spent over eight hours with a minimum of one hour at the pro-rata rate in addition to the earnings of his assignment.

## **ARTICLE 25    SENIORITY**

### **Section 1    General**

- A. The right of Trainmen to perform service will be governed by seniority, qualifications being equal. The Trainman longest in the service will have preference.
- B. By February 1 of each year, the Company will keep the General Chairperson of the UTU supplied with lists of Trainmen and their seniority dates and rank numbers as Trainmen in conformity with their standing as recorded on the lists subject to the rules hereinafter provided for. The Company will maintain the current and future rosters electronically in their mainframe for dissemination to Trainmen to verify their standing.



**Section 2 Approval of Application for Employment**

- A. Applications for employment as Trainman will be disapproved in writing within sixty (60) days following the day the employee first becomes qualified. The sixty (60) calendar days “probationary period” would commence upon the date of the conductor’s promotion.
- B. Employee’s approved for employment with the Company will upon their first day of employment be subject to the conditions contained in the former Direct Hire Agreements referred to as Attachment A and Attachment B to this agreement.

**Section 3 Establishment**

The seniority date of newly hired employees will be determined by a lottery draw during their first day in class at the REDI Center, or other facility designated for training purposes.

**Section 4 Direct Hire Agreement**

New hire Trainmen, upon completion of the designated training program shall be subject to the provisions outlined in Attachment’s A & B (Direct Hire Agreement).

**Section 5 Re-Entering Service**

Trainmen reinstated retain their rank of seniority. Trainmen re-employed lose their former rank and enter the service as new employees.

**Section 6 Changes to Seniority Districts**

A&WP	A&WP District
C&O	Districts 1, 2, 3, 4 and 5
LN	Consolidated Alabama, Kentucky and Tennessee
SCL	Districts 1, 2 and 3

**Section 7 Prior Rights Seniority**

- A. Trainmen possessing prior rights on the road and former yard seniority rosters will continue to possess relative prior rights to positions advertised at their home terminal (sub-district).
- B. Prior rights employees will not be required to protect assignments or vacancies on former districts on which they do not hold prior rights.

**Section 8 Seniority Roster**

Effective with the date of this Agreement a Consolidated Southern Region Trainman’s seniority roster will be established and comprised of the trainmen/yardmen seniority rosters of the consolidated A&WP seniority roster; the five (5) C&O Consolidated Trainmen rosters (Districts 1, 2, 3, 4 and 5); the LN Consolidated Alabama, Kentucky and Tennessee and the three (3) SCL Consolidated Trainmen rosters (Districts 1, 2, and 3) as established by agreements dated July 1,

1967. Additional seniority will be given on the effective date of this agreement to all Trainmen as follows:

- A. A master roster for the consolidated district will be created by consolidating the names of Trainmen on the former districts by dovetailing their trainman/yardman seniority dates. This consolidated seniority shall govern their standings for all classes of service, except within their prior rights former districts. In the event two or more Trainmen have the same seniority date, their standing shall be determined by birth dates. Present seniority rosters shall be maintained until deleted through attrition.
- B. Trainmen holding seniority on each of the separate seniority districts on the effective date of the consolidation will establish priority rights to work on such former seniority districts, and shall be referred to as prior rights Trainmen.
- C. Trainmen who presently hold prior rights on seniority districts previously consolidated will continue to hold such rights.
- D. Prior rights seniority may be exercised on any position to which qualified within the prior rights former district. Consolidated seniority acquired under this agreement may be exercised on any position to which qualified in the consolidated district.
- E. Trainmen who establish seniority after the effective date of the consolidation will be added to the bottom of the consolidated district roster and will be referred to as common rights Trainmen.
- F. Trainmen furloughed at one extra board or supply point location will not be required to exercise seniority to another extra board or supply point as long as junior Trainmen are available to protect the service. When employees are forced to protect service as outlined herein, the Company will permit the employee to stay in Company provided lodging at no expense to the employee for a period not to exceed thirty (30) days. Employees forced will be required to protect service at the location until employees are hired and trained to protect the service requirements.
- G. The first consolidated seniority rosters issued as a result of and subsequent to the effective date of this agreement will be open as to any omissions or corrections for a period of ninety days (90) after date of issue. All requests for corrections or omissions of seniority standing must be addressed in writing to the General Chairman of jurisdiction.

## **Section 9      Forced Promotion to Locomotive Service**

If the number of applicants for engine service on the seniority district is insufficient to meet the Company's needs, such needs shall be met by requiring Trainmen who established seniority subsequent to November 1, 1985 to transfer to engine service in inverse seniority order, or forfeit seniority as a Trainman. Existing practices regarding instruction and examination in effect prior to the implementation of this agreement will continue. Trainmen failing to pass the requirements for promotion to engineer will result in automatic termination of all seniority and rights to work under this Agreement.

## **ARTICLE 26     TIME OFF FOR UNION BUSINESS**

A. CSXT will allow General Committee Officers, Local Chairmen and Vice Local Chairmen to mark off under union business (UBU) to perform elected duties such as: representing members in investigations, holding claims conferences, or attending Labor/Management meetings, etc. Presidents, Secretary-Treasurers, and Legislative Representatives officers will be permitted to mark off under union business (UBU) to attend monthly meetings as needs of service permit. If a dispute arises under this note, it will be resolved by the General Chairman of jurisdiction and CSXT Highest Designated Officer.

Q-1 Does the time spent by a Union Officer when marked off Union Business cause the Union officer to be considered unavailable for any purpose?

A-1: No.

B. In January of each year, the Union shall provide the Company with the names of the Local Chairpersons who should be granted time off without pay to conduct Union business. Local Union officers will be allowed time off consistent with the needs of service.

C. The General Chairman will be responsible to notify CMC in writing by 1200 on the prior Monday as to the nature and necessity of any Union Business mark offs (UBU) on Friday, Saturday, Sunday or Monday by Union Officials referenced in paragraph A. When so notified, such Union Officials will suffer no loss as to any benefits or be imposed any penalty under any Article of this Agreement, except as provided by Article 37, G.2. Note 1.

## **ARTICLE 27     UNION SHOP AGREEMENT**

A. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company in all crafts represented by the United Transportation Union, now or hereafter subject to the rules and working conditions agreements between the parties hereto shall, as a condition of their continued employment subject to such agreements, become members of the United Transportation Union, party to this agreement representing their craft or class (or any other labor organization, national in scope, and organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in engine, train, yard or hostling service) within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this rule, and thereafter shall maintain membership in the Union.

B. 1. Every employee covered by the provisions of this rule shall be considered by the Company to have met the requirements of this rule, or as having been denied Membership in the Union, unless the Company is advised to the contrary in writing by the Union.

2. Nothing in this rule shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.
- C. Employees promoted to official or other positions who retain and/or accumulate seniority under the provisions of the Schedule Agreements will not have such seniority terminated by reason of any of the provisions of this rule. Employees promoted to official or other positions, after the effective date of this Agreement, must continue to pay union dues in order to continue to accumulate seniority. Failing to pay union dues, their seniority will be frozen as of the last date union dues were paid. If such employees shall have terminated membership during the occupancy of official or other positions, they shall within thirty (30) calendar days following date of their return to service represented by this Union, come under the provisions of Paragraph A of this rule.
- D. Employees furloughed through reduction of force, or absent due to sickness or disability, or leave of absence, who retain and/or accumulate seniority under the provisions of the rules and working conditions agreements between the parties hereto will not have such seniority terminated by reason of any of the provisions of this rule, but shall within thirty (30) calendar days following date of their resumption of employment, come under Paragraph A of this rule.
- E. The seniority status and rights of employees furloughed to serve in the armed forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service personnel shall not be terminated by reason of any of the provisions of this rule, but such employees shall, within thirty (30) calendar days following resumption of employment, come under Paragraph A of this rule.
- F. An employee, retired on disability annuity under the Railroad Retirement Act, and who retains seniority, shall not have his seniority status and rights terminated by reason of non-compliance with the provisions of this rule. If such an employee returns to active service, he shall, within thirty (30) calendar days following date of his return, come under Paragraph A of this rule.
- G. Notice of non-compliance with the provisions of Paragraph A of this rule by an individual employee shall be given by certified mail by the General Chairman (or designated representative) of the Union to the designated officer of the Company no earlier than the expiration of the sixty (60) calendar day period from the date of employment in a craft or class of service covered by Paragraph A of this rule, or the expiration of the thirty (30) calendar day period from the date of resumption of employment as contemplated by Paragraphs C, D, E and F.
- H. 1. Termination of an employee's seniority rights and employment relationship with the Company due to alleged non-compliance with the provisions of this rule shall not be made without notice. The Union will notify the designated officer of the Company by certified mail of any employee who it is alleged has failed to comply with the provisions of this rule. Upon receipt of such notice, the designated officer of the Company will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified mail, or personal delivery, delivery to be evidenced by a receipt. An

employee so notified who disputes the fact that he has failed to comply with the terms of this rule, shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the designated officer of the Company in writing by certified mail, or personal delivery, delivery to be evidenced by a receipt, to accord him a hearing. Upon receipt of such request, the designated officer of the Company shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Union by certified mail, or personal delivery, delivery to be evidenced by a receipt. The receipt by the designated officer of the Company of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of such designated officer is rendered.

2. The designated officer of the Company shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the provisions of this rule, and shall render a decision within ten (10) calendar days from the date the hearing is closed, and employee and the Union shall be promptly advised thereof in writing by certified mail, or personal delivery, delivery to be evidenced by a receipt. A transcript of the record at such hearing shall be made, and a copy thereof shall be furnished, upon request, to the General Chairman.
  3. In the event the employee concerned does not request a hearing as provided herein, the designated officer of the Company shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the Union, unless the Company and Union agree otherwise in writing.
  4. Discipline rules contained in existing rules and working conditions agreements between the Company and Union will not apply to cases arising under this rule.
- I. Nothing in this rule shall require an employee to become or remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to render the periodic dues, initiation fees, and assessments (not including fines and penalties), uniformly required as a condition of acquiring or retaining membership. For purposes of this rule, dues, fees and assessments shall be deemed to be “uniformly required” if they are required of all employees in the same status at the same time.
- J. 1. If an employee’s seniority and employment under the Rules and Working Conditions Agreement is terminated by the Company under the provisions of this rule, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Union shall indemnify and save harmless the Company against any and all liability arising as a result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Paragraph shall not apply to any case in which the Company involved is the plaintiff of the moving party in the action in which the aforesaid determination is made or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending

suits by employees whose seniority and employment are terminated by the Company under the provisions of this rule.

2. An employee whose seniority and employment is terminated because of alleged non-compliance with the provisions of this rule and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service with seniority rights unimpaired.
- K. 1. In the event the decision reached by the designated officer of the Company on the basis of the hearing held in accordance with the provisions of Paragraph H hereof is not satisfactory to the employee or to the Union, it may be appealed in writing by certified mail, return receipt requested, to the highest officer of the Company designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The highest officer of the Company designated to handle appeals under this Agreement shall promptly notify the other party in writing of any such appeal by certified mail, return receipt requested. The decision on such appeal shall be rendered within ten (10) calendar days of the date the notice was received, and the employee and the Union shall be promptly advised thereof in writing by certified mail, return receipt requested.
2. If the decision on such appeal is that the employee has not complied with the terms of this rule, his seniority and employment under the rules and working conditions agreements shall be terminated within ten (10) calendar days of the date of said decision unless selection of a neutral person is requested as provided below, or unless the Company and the Union agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision, the Union or the employee involved request the selection of a neutral person to decide the dispute as provided in Section K (3) below. Any request for the selection of a neutral person as provided in Paragraph K (3) below, shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.
  3. If, within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this Agreement, the Union or the employee involved requests such officer in writing by certified mail, return receipt requested, that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide on the dispute shall be selected by the highest officer of the Company designated to handle appeals under this Agreement, the chief executive of the Union or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral person. The Company, the Union and the employee involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employee and the Union shall be promptly advised thereof in writing by certified mail, return receipt requested. If the position of the employee is sustained,

the fees, salary and expenses of the neutral person shall be borne equally by the Company and the Union; if the employee's position is not sustained, such fees, salary and expenses shall be borne equally by the Company, the union and the employee.

4. The General Chairman of the Organization shall notify the Company in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Company shall notify the General Chairman of the Organization in writing of the title(s) and the address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.
5. In computing the time period specified in this rule, the date upon which a notice is received or decision rendered shall not be counted.
6. The time periods specified in this Paragraph K, may be extended in individual cases by written agreement between the Company and the Union.
7. In the event any part of this agreement is determined illegal or unconstitutional, it will not serve to invalidate the remaining parts.

**NOTE** Any employee in service on the date of this rule, or any new employee, who is not a member of the Union as provided in Paragraph A above and who will make affidavit he was a member of a bona fide and recognized religious group on the date of this rule having scruples against joining a Union, will, if he would otherwise be required to join the United Transportation Union under this rule, be deemed to have met the requirements of this rule if he agrees to and does pay initiation fees, periodic dues, and assessments to the United Transportation Union.

## **ARTICLE 28 UTILITY ASSIGNMENTS**

\* Existing Utility Agreements will not be affected by the following provisions:

- A. The Company may establish either Road or Yard utility positions, and the employees assigned thereto will work with and assist Road and/or Yard crews in the performance of their duties. The application of this provision will not amend existing yard/road lines of demarcation. Former bleeder positions will be governed by the provisions of this article. Additionally, where not in conflict with the exclusive rights of other crafts, Utility Positions may perform the following incidental functions:
  1. Provide flagging protection at railroad and highway crossings;
  2. Assist in the transportation of crews whose time has expired under the Hours-of- Service Law and transport crews at terminals;
  3. Handle switches during signal suspensions and similar issues;
  4. Provide flagging protection within a work authority against live train movement.
- B. In addition to the provisions of paragraph A. hereto, Utility assignments may assist any road or yard crew in the performance of switching, hump operations, bleeding cars, lining

switches, making doubles, passing signals, handling EOT devices and any other duties performed by train service employees. This will not establish any exclusivity to such work where not currently recognized.

- C. 1. Employees occupying utility assignments may be required to operate a Company provided motor vehicle to travel between work sites in the performance of their duties, within the limits of their utility assignment.
- 2. Employees must have a valid driver's License to hold a utility position. Employees will not be required to operate motor vehicles that do not meet the standards established by Law or Statutes defining a safe vehicle.
- D. Yard utility assignments will be governed by the provisions of Article 52 and Article 56 of this Agreement and such positions will be treated independently of Yard assignments.
- E. 1. Yard utility assignments may be used to supplant or substitute for an absent crew member(s) until the replacement employee reports for duty up to a maximum of two (2) hours.
- 2. In the event no employee is available (including those who may be available at the punitive rate) or if two (2) hours or more remain in a shift and the utility employee is required to complete the shift he will be paid an additional days pay with no deduction there from.
- F. Yard Utility Assignments will plan their lunch period so as not to delay the progression of their work and will be paid twenty minutes (20 minutes pro rata) at straight time rate in addition to all other earnings if the utility assignment is not given a lunch period as provided by the Schedule Agreement.
- G. When authorized and willing to use his personal automobile, a Utility Employee will be entitled to the actual miles driven at the standard driving allowance allowed by the IRS. Employees authorized to use their personal automobile will be covered by the provisions of Article 4, Section 2 – Off Track Vehicle Accident Benefits.

## **ARTICLE 29 VACATION AGREEMENT (SUMMARY)**

The following represents a synopsis of the Operating Crafts Vacation Agreement dated April 29, 1949, and the 1996 UTU National Agreement. This is intended as a guide and is not to be construed as constituting the entire agreement between the parties.



**Section 1 Qualifications/Vacation Entitlement**

A. 1.

<b>Weeks</b>	<b>Yrs. Service</b>	<b>Yard Service</b>	<b>Road Service</b>	<b>Accum. Days**</b>
1 week		150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	240
2 weeks	2+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	480
3 weeks	8+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	1280
4 weeks	17+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	2720
5 weeks	25+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	4000
6 weeks	30+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	5000

\* The number of days worked in the year preceding the year of vacation.

\*\*The number of days of qualifying service days accumulated from date of hire.

- 2. a. Calendar days on which a Trainman assigned to an extra board and/or an unassigned pool is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which a Trainman is absent from and unable to perform service because of injury received on duty will be included.
- b. The ninety (90) and forty-five (45) calendar days referred to in this Section 1 shall not be subject to the 1.3 and 1.6 computations indicated above.
- 3. When a Trainman is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year, including accumulation of days.

B. Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of a Trainman on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the Trainman’s seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

C. In instances where Trainmen who have become members of the Armed Forces of the United States return to the service of the employing CSXT in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such Trainmen in the Armed Forces will be counted for vacation qualification purposes.

## **Section 2 Pay/Compensation**

A. 1. Trainmen qualified under Section 1 hereof shall be paid for their vacations as follows:

A Trainman receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned to include the bonus payments in Article 2 - Signing Bonus and Article 6 - Performance Bonus Program by such Trainman under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on CSXT on which the Trainman qualified under Section 1 (or Company's in case the Trainman qualified on more than one CSXT under Section 1(C) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six minimum basic days' pay at the rate of the last service rendered, except as provided in paragraph B below.

2. For each week converted to "daily vacation," the Trainman will be permitted to take seven days of vacation one day at a time and paid for each day on the basis of 1/7th of his weekly vacation pay. For purposes of this rule, the term "weekly vacation pay" will be on the basis of 1/52nd of the previous year's earnings, in accordance with this Article.

B. The following shall apply insofar as yard and road are concerned:

### **Yard Service**

A Trainman receiving a vacation, or pay in lieu thereof shall be paid for each week of such vacation 1/52 of the compensation earned, including bonus payments as provided in Article 5, Performance Bonus Program, by such Trainman during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five minimum basic days' pay at the rate of the last service rendered.

### **Yard or Combination of Yard and Road Service**

A Trainman having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned, including bonus payments as provided in Article 5, Performance Bonus Program, by such Trainman during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such Trainman is working in road service such pay for each week of vacation shall be not less than six minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such Trainman is working in yard service such pay for each week of vacation shall not be less than five minimum basic days' pay at the rate of the last yard service rendered.

## **Section 3**

Vacations, or allowances therefore, under two or more schedules held by different organizations on CSXT shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

## **Section 4**

Time off on account of vacation will not be considered as time off account Trainman's own accord under any guarantee rules and will not be considered as breaking such guarantees or for any other incentive or award programs made under this or any other Agreement.

## **Section 5**

- A. Calendar days on which a Trainman is compensated while attending training and rules classes or other business at the direction of CSXT such as rules/safety classes, or other Safety work or meetings, IRC and Timeout Sessions, etc., will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors. The multiplying factor will apply to full time (5 or more days/week) assignments.
- B. 1. In the granting of vacations to employees who have transferred (without a break in employment relationship) to train service from a class of service not covered by an agreement held by an organization signatory to the 1949 OPS Vacation Agreement, all service will be counted in establishing the qualifying requirements of such Agreement as to the years of continuous service, the days service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the OPS Vacation Agreement.
2. Transferring employees will carry forward their vacation entitlement and will be credited with the minimum number of basic days required to earn vacation under the provisions of the 1949 OPS Vacation Agreement for each year in which the employee qualified for vacation in years preceding the transfer.
3. The provisions of this Section 5 will apply to employees transferring from non-operating crafts directly to train service and those that transfer to train service prior to entering engine service.
- C. **SCHEDULING VACATION**
1. Trainmen who desire to observe a portion of their vacation entitlement by scheduling it as daily vacation must identify such when entering their vacation bids. Trainmen will be allowed to schedule either one or two weeks as daily vacation.
2. The Company will issue a Notice each year that beginning on September 1 through October 31 Trainmen will bid on their weekly vacation requests.
3. The Company will meet with the respective Local Chairpersons beginning on November 1 through November 30 of each year to determine the number of Trainmen that will be allowed on vacation per week as outlined in Item 1 below. The Company will compensate Local Chairpersons at the rate of \$250.00 per day, up to a maximum of two (2) days including reasonable travel expenses, if they are required to travel to attend these meetings.

4. The Local Chairpersons will schedule vacations beginning on December 1 of each year. The scheduling will be completed by December 20. The Company will publish electronically the respective vacation schedules by January 1 of each year.
5. Trainmen will be scheduled to take vacation in the zone in which the Trainmen works the preponderance of the time for the current year. It will be the responsibility of the Local Chairperson to determine if the Trainman is scheduled to take vacation in the proper zone. The Company will make available to the Local Chairperson information needed to make this determination.

### **WEEKLY VACATION**

1. Trainmen's weekly vacations will be scheduled throughout the calendar year beginning with the first full week in January for the given year.
2. In assigning weekly vacation periods to Trainmen in any one class, the total number of weeks of weekly vacation due Trainmen in that class will be divided by fifty-two (52); the resulting number shall, except as provided below, be the number of Trainmen scheduled to be on vacation during each week of the year, consistent with the requirements of service. During certain peak periods, the number of weeks allocated to vacation will be increased by twenty-five percent (25%). These peak periods are limited to the week in which Christmas falls, the week in which Thanksgiving falls and the 6 weeks beginning on the third week in June.

Note 1: The 6 weeks beginning the third week of June may be changed by mutual consent between the Company and the General Chairman or Local Chairperson.

Note 2: Weekly vacations will commence at 0001 Saturday and will end at 2359 on Friday.

Note3: Split vacations must be requested in writing in accordance with the provisions of Section 6 of the Vacation Agreement of April 29, 1949, and seniority preference will govern the assignment of both periods, the same as though the vacation was not split, except that a senior Trainman's choice for the second period shall not take precedence over the date chosen by a junior Trainman for his first period.

### **DAILY VACATION**

1. Daily vacation requests will be removed from the weekly entitlement for scheduling purposes. The Company will determine the number of daily vacation limits at each location, by extra board jurisdiction, road and yard to be determined separately. In determining the limits per day, Monday through Sunday, for daily vacation, the Company will multiply the number of daily vacation weeks scheduled by seven and then divide that number by 365 and schedule those evenly throughout the year. The limits per day will not be less than one, Monday through Sunday. In the event the limits cannot be equally distributed throughout the entire week, they will be distributed in the following manner:

- Excess of 1: Saturday.
  - Excess of 2: Saturday & Monday.
  - Excess of 3: Saturday, Monday & Sunday.
  - Excess of 4: Saturday, Monday, Sunday & Tuesday.
  - Excess of 5: Saturday, Monday, Sunday, Tuesday & Friday.
  - Excess of 6: Saturday, Monday, Sunday, Tuesday, Friday & Wednesday.
2. At locations where the limits do not allow for at least one DVD per day, the limits will be set at one per day.
  3. Scheduled single day vacations will commence at 0001. Company has the option of allowing daily vacation with less than 24 hours notice based on the needs of service.

#### Questions and Answers

- Q-1: When will a daily vacation day which was not previously scheduled commence and end?
  - A-1: A daily vacation day commences at the time the Trainman marks off. It will end twenty-four (24) hours thereafter and the Trainman will be automatically marked up for call on the twenty-second (22<sup>nd</sup>) hour to be on duty on the twenty-fourth (24<sup>th</sup>) hour.
  - Q.-2: When does a Trainman commence a daily vacation day if the turn is out of the terminal when said day is scheduled to begin?
  - A-2: The Trainman has up to one (1) hour after registering off duty when he returns to his home terminal to cancel daily vacation through the Crew Management Center, otherwise, daily vacation commences with the off-duty time for a period of twenty-four (24) hours.
4. No single day vacations will be allowed between December 15<sup>th</sup> and January 2<sup>nd</sup> unless approved by the designated company officer.
  5. For each week converted to “daily vacation,” the Trainman will be permitted to take seven days of vacation one day at a time.
  6. Single day vacation not taken in the current year will be taken in January, February and March of the next year. Carry-over daily vacation days that are not taken for any reason by March 31 will be paid in lieu thereof in the next payroll period following March 31, and when so paid will not be used as an offset to any guarantees other than those provided by I.C.C. conditions or National Agreements.
- D. Vacations scheduled while working as a Trainman will be taken as scheduled, unless cancelled or changed by CSXT, with the consent of the appropriate General Chairman and/or by CSXT at the request of the Trainman or the appropriate General Chairman.
- E. 1. When a Trainman has sufficient qualifying days to acquire an additional week of vacation prior to beginning the anniversary year in which he will be entitled to an additional week, the Trainman may schedule and take the additional week regardless of the anniversary date used to calculate years of service under the OPS Vacation Agreement.

2. It is understood that CSXT will not assume any additional expense in granting permission to Trainmen to split vacations.

F. Trainmen on Official Leave of Absence for Organization, CSXT, or Governmental Service upon return to active service from such leave will be given sufficient days of qualifying service for such time out of service toward qualifying for the number of weeks vacation that they would have been entitled to had they stayed in active service. For example, if a Trainman is on Leave of Absence for two (2) years as an Organization Officer, he will be credited with three hundred eighty (380) days (subject to the 1.3 and 1.6 computations) of service toward vacation qualification for those two years out of compensated service.

### **Questions and Answers**

Q-1: In situations where Trainmen are assigned to Reserve Boards, observing Personal Leave Days, attending IRC's or Time Outs, Rule or Physical Exams, Safety Classes or any other compensated days, will such time be counted toward fulfilling the qualifying requirements for vacation to be taken in the succeeding year?

A-1: Yes.

Q-2: Is it correct that a Trainman who works six months in yard service and six (6) months in road service will qualify for a vacation after rendering service amounting to the equivalent of 150 qualifying days?

A-2: Yes.

Q-3: Will Trainmen working in a capacity other than that of an active Trainman (e.g., EQ, ET, ETI, Safety coordinators, Operation Redblock), taking vacation (daily or weekly) or personal leave day(s) have their time off counted against the Trainman caps if it is known when vacations are scheduled?

A-3: No, when working in any capacity other than that of an active Trainman.

Note: All Q & A's (Nos. 1 through 8) pertaining to Personal Leave will also be applicable to this Article.

### **Section 6**

The vacation provided for in this Agreement shall be considered to have been earned when the Trainman has qualified under Section 1 (A) hereof. If a Trainman's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the Trainman has qualified therefore under Section 1 A. If a Trainman thus entitled to vacation or vacation pay dies, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or the Trainman's estate, in that order of preference.

## Section 7

In computing basic days in miles or hours paid for, as provided in Section 1 A. of this Article, the parties agree that the following interpretations shall apply:

1. Trainmen in freight service, not through freight or trip rated, on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with  $1\frac{1}{4}$  basic days.
2. Trainmen in freight service, not through freight or trip rated, on a run of 125 miles, with a total time on duty of 14 hours on the trip, will be credited with 2.2 basic day.
3. Trainmen in yard service working 12 hours will be credited with  $1\frac{3}{4}$  basic days.
4. Trainmen in freight service, not through freight or trip rated, run-around and paid  $\frac{1}{2}$  day (4 hours) for same, will be credited with  $\frac{1}{2}$  basic day.
5. Trainmen in freight service called and released and paid 50 miles (4 hours) for same, will be credited with  $\frac{1}{2}$  basic day.
6. Trainmen in freight service, not through freight or trip rated, paid no overtime or other allowances, working as follows:

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th trip	140 miles
TOTAL	700 miles

will be credited with seven (7) basic days.

7. A Trainman in freight service, not through freight or trip rated, makes trip of 80 miles in eight (8) hours or less, for which he is paid 100 miles, will be credited with one (1) basic day.
8. A Trainman (seniority date subsequent to 5-19-86) in freight service, deadheading 170 miles in 4 hours will be credited with  $\frac{1}{2}$  basic day, except as provided by trip rates.
9. A Trainman is paid eight (8) hours under the held-away-from-home terminal rule will be credited with a basic day.
10. A Trainman allowed one hour as arbitrary allowance, will be credited with  $\frac{1}{8}$  basic day. A Trainman allowed an eight (8) hour arbitrary allowance will be credited with a basic day.

11. A Trainman in Trip Rated service will be paid as provided in the trip rate of the assignment.
12. Through freight service basic day is a minimum of 130 miles; a Trainman on a run of 195 miles, not Trip Rated, will be credited with 1.61 basic days.

### **Section 8**

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization which hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen (“local officials”). In other words, the changes in qualification as set forth in Section 1 (A) are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

### **Section 9**

This Agreement is not intended to replace the nationally recognized “Synthesis of Operating Vacation Agreements” (the National Vacation Agreement of April 29, 1949, and the several amendments made thereto in various national agreements up to September 28, 1982) which is published from time to time by the National Carrier’s Conference Committee. Any amendments made to the April 29, 1949 National Vacation Agreement made through National negotiations to which CSXT is a participating member will apply to this Agreement.

### **Section 10**

The parties hereto having in mind conditions which exist or may arise on individual Company’s in making provisions for vacations with pay, agree that the duly authorized representatives (UTU General Chairmen) of the employees, party to this Agreement, and the officer designated by CSXT, may enter into additional written understandings to implement the purposes of this Agreement, provided that that such understandings shall not be inconsistent with this Agreement.

### **Section 11**

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement will be handled on the property in accordance with Article 6, Section 3 Disputes Resolution Committee. In event of failure to resolve the dispute or controversy it shall be arbitrated in accordance with the Railway Labor Act, as amended.



## II. ROAD SERVICE

### ARTICLE 30 AWAY FROM HOME EXPENSES

#### Section 1 Meal Allowance

- A. Upon the implementation date of this agreement, when CSXT ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$12.00, and an additional \$6.00 meal allowance will be provided after being held an additional eight (8) hours.

Upon implementation of the Electronic Bid System for the Southern Region UTU as provided for in Article 11 of this Agreement, when CSXT ties up a road service Trainman (except short turnaround passenger service) at other than the designated home terminal for four (4) hours or more, the Trainman will receive a meal allowance of twenty dollars (\$20.00) and an additional meal allowance in the amount of ten dollars (\$10.00) when held after an additional twenty (20) hours. Subsequent thereto, an additional ten dollars (\$10.00) will be paid when held after each additional eight (8) hour period at the away from home terminal.

Example of what the Trainmen will receive:

4 hours up to 24 hours	\$20
After 24 hours	\$30
After 32 hours	\$40
After 40 hours	\$50

- B. Extra Trainmen filling temporary vacancies at outlying points are covered under this Article, if the outlying point is thirty (30) miles or more from the terminal limits of the location where the extra board from which called is maintained.
- C. Extra Trainmen tied up at outlying points thirty (30) miles or more from the terminal limits of the location where the extra board that protects such assignment is maintained, may elect to receive a daily round trip automobile allowance at the prevailing IRS rate to and from his home in lieu of lodging with the concurrence of local supervision. In the event the distance traveled from his on duty point to the location required to report for work is in excess of 100 miles for the round trip, the provisions of Article 8, Section 2, will also apply.

#### Section 2 Held Away From Home Terminal

- A. Trainmen in pool freight and unassigned service, whose job is not advertised with a calling window or an assigned start time at the away from home terminal and who are held at other than the home terminal, shall be paid continuous time for all time held after the expiration of fifteen (15) hours from the time relieved from previous duty. The rate

per hour paid for the last service performed will apply. Payments accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading. This paragraph will also apply to Trainmen in assigned service without a calling window at the away from home terminal (operated first in, first out).

- B. Should a Trainman be called for service or ordered to deadhead after pay begins, the held-away-from-home terminal time shall cease at the time pay begins for such service trip.
- C. For the purpose of applying this rule, the Company will designate the home terminal for each crew in pool freight and in unassigned service.
- D. This provision shall not apply to regular assignments.

## **ARTICLE 31 BASIC DAY AND OVERTIME IN ROAD SERVICE**

### **Section 1 Trips Rates - Road**

- A. Where trip rates have been applied in accordance with the provisions of Article V of the UTU 2002 National Agreement, such implemented trip rates supersede the provisions of this Article.

### **Section 2 Basic Day**

- A. In all cases of through freight service 130 miles or less, eight (8) hours or less shall constitute a day's work. The overtime divisor for miles in excess of the basic day will be 16.25. Mileage rates will be paid only for miles run in excess of the minimum number specified in this paragraph.
- B. 1. In other than road through freight service, 100 miles or less, eight (8) hours or less (straightaway or turnaround) shall constitute a day's work; miles in excess of 100 shall be paid for at the mileage rate provided in the rate schedule. On runs of 100 miles or less, overtime shall begin at the expiration of eight (8) hours; on runs over 100 miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half (12.5). Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate.
- 2. The number of hours that must lapse before overtime begins on a trip in through freight service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor.
- 3. Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate. In through freight service, overtime will not be paid prior to the completion of eight (8) hours of service.

### **Section 3      General**

- A. A straightaway run is from one terminal to another terminal, and no less than the miles encompassed in the basic day will be allowed for each such run.
- B. Trainmen relieved at their own request during a tour of duty will be paid for actual time on duty.
- C. Unless otherwise provided for in this Agreement, the rates of pay as referenced in Article 5, Section 3 A. represent complete and total payment for the performance of the following work performed by employees covered by this agreement in the classes of service defined in connection with their assignment. This includes move turn and/or spot locomotives, start or shut down locomotives, inspect cars, bleed cars to be handled, make walking and rear end brake tests, use communication devices, supply locomotives except heavy equipment and supplies generally placed on locomotives by employees of other crafts and perform duties of fireman.
- D. Rates outlined herein will apply to all time on duty, unless otherwise specified in the Agreement.
- E. **Lapback**
  - 1. When either a pool crew or a crew in regularly assigned service is required to make an emergency side or lap back trip between their terminals and within their assigned territory, miles made will be added to the mileage of the regular trip and paid for on a continuous time basis. Side trips under the meaning of this provision include locomotive failures, doubling hills, trips occasioned by derailment or main line obstruction, etc.
  - 2. Even when no emergency is involved, a pool crew may be notified at any time prior to the time that they leave their initial terminal (i.e., switching limits if it is a yard crew point) to make a side trip, and this will not be considered as being run off their assigned territory. When a pool crew is so notified they will be entitled to the mileage of the side trip regardless of whether or not they actually make the side trip involved.
  - 3. When a crew is required to make a non-emergency side trip or lap back (e.g., to pick up or set off cars or when required to take excess cars to or from a siding where their train will not fit, etc.), or run outside the limits of their assignment, they will be allowed actual miles or hours of the side or lap back trip with a minimum of a basic day's pay, separate and apart from the time or miles of their regular trip.

## **ARTICLE 32      BEGINNING AND ENDING OF DAY**

### **General**

- A. Trainmen will have a designated point for going on duty and a designated point for going off duty; the points shall be the same, unless otherwise agreed. Pay for crews will start at

the time required to report for duty and end when they are relieved from duty, all times will be the same for all members of the crew.

- B. When a Trainman is released at other than the designated point for going on and off duty beyond a reasonable walking distance (1000 feet), the Trainman shall be afforded suitable transportation to the designated point and shall be compensated on a continuous time basis until the designated point for going on and off duty is reached.

### **Tied Up Between Terminals**

- C. 1. Employees in train service will not be tied up between terminals unless it is apparent the trip cannot be completed within the lawful time under Federal Law.
- 2. When employees in train service are tied up between terminals under the Law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to any member of the road crew.

## **ARTICLE 33 CALLING**

- A. Trainmen without a designated starting time shall be called as close as possible to two (2) hours prior to the time required to report for duty at the home terminal, except in cases of emergency, such as floods, accidents, storms, etc., where Trainmen shall be required to report as soon as possible. Trainmen at the away from home terminal will be provided not less than a two (2) hour call prior to the time required to report for duty. This does not prohibit the Company from notifying employees prior to their registering off duty, to report for duty at the expiration of their rest. The Company will be held harmless from claims in the application of this paragraph A. for calls at both the hour call stand for home and away from home terminals.
- B. Trainmen must designate a primary and a secondary telephone number, if available, at which they can be reached for the purpose of being called.
- C. A forty-eight (48) or seventy-two (72) hour RSIA mandated time off period will begin immediately upon the Trainman's tie-up at the home terminal following the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day start, as the case may be. The Trainman and his turn will remain in the Pool/GEB rotation while observing this time off until such time as the turn reaches first out in the Pool/GEB. Upon reaching first out, the Trainman and his turn will "pause" until completion of the forty-eight (48) or seventy-two (72) hour requisite time off period. The Trainman may be called to be on duty at the expiration of the forty eight (48<sup>th</sup>) or seventy second (72<sup>nd</sup>) hour. The first rested turn in the Pool/GEB will be presented for call at that time, as occurs today when the first out turn is "paused" for HOS rest.

## **Section 1      Called and Released**

Pool Service, Road / Yard Extra Boards

- A. When a Trainman is called, reports for duty and performs no service, and is then released he shall be allowed a minimum of four (4) hours or actual time consumed, whichever is greater and will be placed first out and will not be called until fully rested.
- B. Trainmen called for service and the call is canceled before departing his home or the lodging facility will be allowed ninety (90) minutes pay at the applicable rate of pay and remain first out.

## **Section 2      Familiarization of Territory**

- A. When Trainmen are required to run over any portion of the road with which they or any other member of the crew are unacquainted, a pilot will be furnished or the Trainmen may be placed in Conductor Qualifying Status.
- B. Qualified employees from other crafts may also be used to pilot trains. In no case will more than one pilot from any craft be used to pilot a train.
- C. Trainmen acting as pilots will be paid the same as the Trainmen protecting the assignment.

## **ARTICLE 34      CALLING WINDOWS**

Windows may be established consistent with the Company's customer service requirements and may consist of the following variations:

### **Section 1      Designated Train Window**

- A. When regular assignments are established designated train(s) will be operated within that window. Windows will apply at both the home and away from home terminals, and;
  - 1. Trainmen will have the opportunity to bid for a train that will operate within the assigned window.
  - 2. Trainmen will be called in accordance with Article 33, Calling, Road Service Section.
  - 3. There will be a six (6) hour calling window and the assigned Trainman will be used if his designated train runs within his window.
  - 4. If the train is not run within the six (6) hour window, the Trainman may be used on any unassigned train operating within or outside the window. The Trainman may also be used on another assigned train in the event the regularly assigned Trainman is unavailable and the appropriate extra boards are exhausted.

5. Upon expiration of the six (6) hour window, if not used the employee will be paid on a minute basis at the pro rata rate of pay, continuously separate and apart from all other compensation, until:
  - a. Deadheaded to the away from home terminal to protect their assignment.
  - b. Released from service and paid for the trip.

## **Section 2 Preferred Pool Window**

- A. When preferred pool windows are established, multiple trains will operate within that window in the following manner:
  1. Trainmen will have the opportunity to bid for a window that will apply at his home terminal and may apply at the away from home terminal. In the event a window is not established at the away from home terminal the Trainman may only be used first in first out in through freight service that is destined for the home terminal.
  2. Trainmen will be provided a call in accordance with Article 33 - Calling.
  3. There will be a six (6) hour calling window and the assigned Trainman will be used first in first out within the window.
  4. If the Trainman is not used within his six (6) hour window, he may be used on any unassigned train operating within or outside the window. The Trainman may also be used on another through freight train destined for the same away from home terminal in the event the appropriate extra boards are exhausted.
  5. Upon expiration of the six (6) hour window if not used, the employee will be paid on a minute basis at the pro rata rate of pay, continuously separate and apart from all other compensation, until:
    - a. Deadheaded to the away from home terminal to protect their assignment.
    - b. Released from service and paid for the trip.

## **Section 1 and Section 2 - Questions and Answers**

- Q1. How long does the Trainman have to remain available after the end of his window?
  - A1. Four (4) hours. Example: If the Trainman's window expires at 1600, he will be subject to a call until 2000 for a 2200 start. In this example, if this occurs at the away from home terminal the employee will be called to deadheaded or called to work to the home terminal by 2200.
- Q2. Will Trainmen be required to protect the window at their home terminal if the provisions of paragraph A.5.b. are invoked?
  - A2. Yes, however he will only be used on service that goes on and off duty at his home terminal and only after the vacancy fill procedures have been exhausted.

- Q3. When a trainman at the home terminal is not called after the expiration of 4 hours following the close of the window how will he be handled and compensated?
- A3. He will not stand for call and will be due 4 hours at pro rata rate plus payment for the first leg of the trip or round trip, depending on the manner the assignment is advertised.
- Q4. In the application of Section 1 herein, when a trainman at the away from home terminal is not called after the expiration of 4 hours following the close of the window how will he be handled and compensated?
- A4. He will go under pay at the close of the window per paragraph A.5. and will remain under pay until placed on duty to operate a train or to deadhead.
- Q5. How will an assigned crew called and not used be handled?
- A5. Crew will be paid any earned time under paragraph A.5. and will either be deadheaded, paid for the first leg of the trip, round trip or annulled, depending on the operations.

### **ARTICLE 35     DETOURS**

- A. When trains of foreign lines are detoured a Pilot will be furnished when available until qualified; if available and not used, a minimum day at rate applicable to the detoured service will be allowed.
- B. When a train is detoured over trackage of another seniority district and the Conductor thereof has not operated over the territory involved within the preceding twelve (12) months a pilot, if available will be provided in accordance with Article 33, Section 4.
- C. When a crew, by reason of detour movement, makes less mileage than that of their assignment, they will be paid the mileage of their assignment and when the mileage via the detour is greater than that of their assignment, they will be paid the mileage via the detour; overtime to be based, in each instance, on the mileage paid.

### **ARTICLE 36     DOUBLING /ASSISTING TRAINS**

- A. Instances of Trainmen in road service required to double a hill and/or to assist another train as outlined in this article will be paid a minimum of two (2) hours, in addition to the trip between terminals and with no deductions there from, overtime to be computed on the basis of the mileage of the trip exclusive of the double or the assist.
- B. The rate to be paid for time spent doubling a hill or assisting another train will be the same rate as that paid for the regular trip.
- C. Paragraphs A and B of this Article apply to Trainmen in other than helper service when required to assist another train operating in the same direction.
- D. Trainmen in other than helper service required to assist a train operating in the opposite direction will be allowed an additional day's pay above and beyond all other earnings.

Note: The term, “assist another train” is confined to the helping, doubling, shoving or pulling of another train over a hill, but includes any reason and all cases that make it necessary for a Trainman to stop his train and provide assistance in the movement of another train. The Trainmen must be coupled to the “other train” to qualify for this provision.

**Questions and Answers:**

- Q-1: Does this Article intend that Trainmen will be required to assist another train in territory where Helper Service is established and working?
- A-1: No, Trainmen required to perform an assist in either direction in territory where Helper Service is established and working, will receive a Basic Day penalty payment above and beyond all earnings of the assignment with no deduction there from.
- Q-2: Can Trainmen called for straight away service be taken off of their train, transported and placed on other trains and used to relieve, move or assist such trains without penalty?
- A-2: It is not intended for Trainmen called for straight away service after leaving the terminal with their train to perform relief service or to handle other trains while enroute. However, if so used they will be allowed a payment of an additional days pay in addition to the earnings of their assignment and with no deduction there from.

**ARTICLE 37 GUARANTEED EXTRA BOARD (ROAD GEB)**

**Section 1 General**

- A. 1. Where Guaranteed Extra Boards (GEB) have been established, they will be advertised with six (6) work days and one (1) assigned off day. The scheduled rest day(s) will commence at 0001 hours, with the Trainman automatically marked back to the bottom of the board (last out) at 0001 following the assigned rest day or the required rest period (RSIA). Extra Board employees at their home terminal will not be called for duty that commences on or after 2200 hours on the day preceding their rest day.

Note 1: Extra Boards with six (6) work days and one (1) assigned off day will have the off day distributed in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

2. If the Trainman is currently working or away from the home terminal at the time the scheduled rest days are to begin, the rest days will begin at the Trainman's tie-up time at his home terminal and run for twenty-four (24) consecutive hours, with the Trainman automatically marked back to the bottom of the board at the expiration of that time.
3. In the application of paragraphs A.1. and A.2. herein it is understood that Trainmen may be required to observe additional days rest in order to comply with the Rail Safety Improvement Act. Employees observing additional rest days outlined herein will not be considered unavailable pursuant to the provisions of paragraph G. 2. of this Article.



- B. For the purposes of prorating guarantees, (in cases such as a return from bona fide illness, or in the event an assigned work train does not fulfill the conditions of its advertisement) Trainmen placed to the GEB part way through the weekly period for guarantee purposes only, will be shown on the GEB at 0001 hours.
- C. GEB's will operate on a first-in, first-out basis, based on tie-up time. Where more than one Trainman is marked back up to the Board at the same time, their previous tie up time will govern relative order.
- D. Unless otherwise provided for herein, Trainmen assigned to GEB's will fill vacancies and extra assignments at the location of the Board and at outlying points within their Sub – District, as necessary. In the event the GEB from which the assignment would normally be filled is exhausted, the assignment will be filled by:
  - 1. Furlough Retention Board; if none,
  - 2. Run the rosters at the supply point, junior to senior, if none,
  - 3. The first-out qualified rested Trainman on the nearest Extra Board(s) within the Seniority District via highway miles, including yard extra boards.

Note: Trainman called to fulfill the provisions of Sub-paragraph 3. hereof will only be used on a tour of duty basis and these earnings will not be used against their guarantee.

- E. A forty-eight (48) or seventy-two (72) hour RSIA mandated time off period will begin immediately upon the Trainman's tie-up at the home terminal following the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day start, as the case may be. The Trainman and his turn will remain in the GEB rotation while observing this time off until such time as the turn reaches first out in the GEB. Upon reaching first out, the Trainman and his turn will "pause" until completion of the forty-eight (48) or seventy-two (72) hour requisite time off period. The first rested turn in the GEB will be presented for call at that time, as occurs today when the first out turn is "paused" for HOS rest.
- F.
  - 1. The number of Trainmen assigned to GEB's will be regulated in accordance with Article 11 (EBS) herein by the Company. The Company shall maintain a sufficient number of extra employees to protect customer service obligations and vacations, personal leave days or other extended vacancies.
  - 2. The Company will retain a sufficient number of employees in active service to protect all assignments and extra service, and will also maintain the workforce at a level which will permit reasonable layoffs to enable employees to take their vacations and their personal leave days on a current basis, provide sufficient personnel to protect vacancies caused by bereavement leave, jury duty, personal injury and approved absences as provided for in this Agreement.
- G.
  - 1. Guarantee extra boards will be weekly rated and each Trainman assigned to a GEB shall be eligible for the current applicable guarantee rate for the extra board, if applicable. Locations that have a bi-weekly rated rate will have such rate divided by two to determine the weekly rate. All compensation paid by the Company to Trainmen while assigned to a GEB in a weekly period will be credited toward the guarantee, excluding personal automobile mileage

allowances, company approved expenses and payments that involve an alleged violation of this Agreement, such as runarounds, etc.

Note 1: The rate established for extra boards under this Agreement shall be subject to general wage increases.

Note 2: Extra Boards that are not currently guaranteed will remain in that status unless otherwise agreed to between the General Chairman and the HDO. Additional non guaranteed extra boards may be established by mutual agreement.

2. Trainmen on other than an assigned scheduled rest day or compensated days such as PLD or daily vacation and who miss a call, or are unavailable to protect their turn when it is called will forfeit the weekly guarantee for that week.

Note 1: Local Union Officers marked off on Union Business, who fail to perform any service during the weekly period, will forfeit all guarantees for that weekly period. Local Chairmen and union officers (where appropriate) marking off on Union Business will otherwise only be charged 1/6<sup>th</sup> of the full weekly guarantee for each twenty-four (24) hour period (if their turn would have been called). Subject to the provisions of Article 26, C, Local Union Officers marked off on Union Business on Friday, Saturday, Sunday or Monday will forfeit one half (1/2) of their guarantee for each day absent. Unusual circumstances will be addressed between the General Chairman and the HDO, or their designees.

Note 2: Trainmen marked off for military duty, will only be charged 1/6<sup>th</sup> of the full bi-weekly rate for each twenty-four (24) hour period. A Trainman will not be penalized the one-half (1/2) offset against extra board guarantee when performing military service on the weekend (Friday, Saturday, Sunday or Monday). Proper documentation will be required when requested. A pro-rata offset of 1/6<sup>th</sup> will be assessed. Trainmen on extended military leave such as deployment or those re-called to full time military service will be handled in accordance with CSXT military leave policy.

Note 3: Trainmen observing a period of extended (48-hour or 72-hour) rest in order to comply with the Rail Safety Improvement Act (RSIA) will not as a result thereof have their guarantee reduced. However, in any bi-weekly pay period, all earnings that could be credited toward the guarantee (as identified in Item 1 of this Part G) that are in excess of the applicable guarantee during either week of the pay period, may be considered and applied in the calculation of that Trainman's guarantee during the other week of the same bi-weekly pay period.

Example: Employee earns \$1,300.00 in the first week of a bi-weekly pay period and \$1,000.00 in the second week of the same bi-weekly pay period. The weekly guarantee is \$1,200.00. Thus, for calculation purposes only, the \$100.00 in excess of the guarantee that was earned in the first week will be added to the earnings in the second week, resulting in the guarantee due for the second

week being reduced to \$100.00. The same earnings offset would be applied if the weekly earnings had been reversed (i.e., the \$100.00 offset would be rolled back to the first week's guarantee calculation.)

This earnings offset provision is for guarantee calculation purposes only, and applies only when an extra board employee observes an FRA mandated extended rest period. Application of the earnings offset is limited to each individual bi-weekly payroll period, and shall not be carried over to a subsequent payroll period. Any disputes as to the application of this provision shall be promptly referred to the Disputes Resolution Committee.

3. Trainmen who fail to report back before their turn is called will remain off for a minimum of twelve (12) hours. Extra board Trainmen will be automatically marked off on their rest days and automatically marked up at the conclusion of their rest days. Trainmen off for any reason prior to his rest days will be required to call CMC if they are unable to report after observing their rest days.
4. Trainmen will not be considered as unavailable to protect their turn for guarantee purposes when marked off for any reason for receiving compensation.

Note: Trainmen receiving compensation on an assigned rest day will not have such compensation included in his earnings for that pay period since he is not considered available thus does not receive guarantee for the day.

5. Trainmen missing a call for any reason will be removed automatically from the board and then marked up to the bottom of the board after twelve (12) hours have expired.
  6. Trainmen marking off for any non-compensated reason will hold their turn on the board and will not have their guarantee reduced if marked up before their turn is called.
- H. GEB positions will be advertised in accordance with the EBS outlined in Article 11 herein and assignments shall be made on the basis of seniority.
- I. Extra board Trainmen shall be called for service as near as possible to two (2) hours prior to the time required to report for duty.
- J. All guarantee compensation paid to extra Trainmen shall be considered as service rendered for vacation pay and qualification days. For each day assigned to the extra board the employee shall receive one qualifying day toward vacation. An employee assigned for the entire two (2) week pay period will be credited with no less than fourteen (14) qualifying days toward vacation.
- K. 1. GEB Trainmen called to perform service as outlined in Paragraph F. of this Article or to an outpost assignment/terminal (i.e. Local/Road Switcher etc.) shall remain on such assignment for its duration for up to one JAD period outlined in Article 11 herein, or until the commencement of the employees assigned rest days. If such individuals are not returned to their home terminal, they shall also be provided appropriate meal allowance(s) and lodging and will be paid continuous time until the time relieved at his home terminal. A GEB

employee protecting as outlined herein, must advise CMC at the commencement of the shift prior to his scheduled rest day to invoke the provisions of this paragraph.

2. Employees will be provided transportation upon request. At their option, Trainmen may utilize their personal automobile and claim auto mileage daily between their supply point and location of the assignment in lieu of lodging and meal allowance. Employees using lodging will be provide transportation between the lodging facility and assignment location or mileage reimbursement if they use their personal auto.

### **Establishing Extra Boards**

- L. The Company may establish additional extra boards that will be guaranteed pursuant to paragraph G. of this rule. The Company will provide the General Chairperson thirty (30) days advance notice for any board it intends to establish. Employees working under the jurisdiction of where an extra board is created will be entitled to the benefits outlined in Article 49, Section 2 of this Agreement.
- M. When an extra board is to be established, the following shall govern:
  1. The HDO Labor Relations shall provide the General Chairman having jurisdiction with thirty (30) days notice in writing, of the date and location where the extra board is to be established, and the reasons therefore.
  2. The General Chairman and the Highest Designated Officer will meet within seven (7) days of the advance notice to establish jurisdiction of extra boards that are established.
  3. Extra boards established under this paragraph will be consistent with the provisions contained in this Article 37 and the provisions of Article 49, Section 2 (Terminals).
  4. The parties agree that the provisions of this Article M, will not delay the effective date outlined in the advance notice provision established in Article L of this Article.
  5. The Company has the right to abolish any extra board established under this provision.

### **Section 2 A&WP - GEB Jurisdiction Extra Boards and/or Supply Points**

- A. Montgomery, Al,

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Montgomery to West Point, Al.

- B. Atlanta, GA

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Atlanta to West Point, GA.

### **Section 3 C&O - Extra Boards and/or Supply Points - Seniority District No. 3**

- A. Hinton, WV – Alleghany, WV-Road Extra Board
- B. Hinton, WV – New River – Road Extra Board
- C. New River Coal District, Raleigh, W. VA – Road Extra Board
- D. Rainelle, WV - NF&G – Road Extra Board

### **Extra Boards and/or Supply Points - Seniority District No. 4**

#### **A. Huntington, District**

- 1. Russell, KY – Road Extra Board
- 2. Danville, WV – Road Extra Board
- 3. Elk Run, WV – Road Extra Board
- 4. Peach Creek, WV – Road/Yard Extra Board
- 6. Huntington, WV – Road Extra Board
- 7. South Charleston, WV – Road and Yard Extra Board

#### **B. Huntington, WV**

- 1. Yard Extra Board

#### **C. Russell, KY**

- 1. Yard Extra Board

#### **D. Big Sandy District**

- 1. Russell, KY – Road Extra Board
- 2. Paintsville, KY – Road and Yard Extra Board
- 3. Martin, KY – Road/Yard Extra Board
- 4. Shelby, KY – Road/Yard Extra Board

#### **E. Northern, District**

- 1. Russell, KY Road Extra Board

### **Extra Boards and/or Supply Points - Seniority District No. 5**

- A. Cincinnati, OH– Road Extra Board

### **Section 4 Former L&N and NC&StL - GEB Jurisdiction**

Extra Boards and/or Supply Points having jurisdiction over all assignments and extra service originating and/or home terminated at or on the former L&N and NC&StL terminal / supply points referred to in Article 49 and as currently defined in the CMC database.

## **Section 5 Former SCL - GEB Jurisdiction**

### **Extra Boards and/or Supply Points - Seniority District No. 1**

Existing Trainmen's extra boards and/or supply points are subject to the following:

#### **A. Richmond, VA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Richmond, VA and:

1. On the line to Raleigh, (North) and to and including Rocky Mount, NC (North), and,
2. All through service operated between Richmond-Petersburg and Portsmouth, VA, and,
3. Through service between Raleigh and Portsmouth.

#### **B. Rocky Mount, NC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Rocky Mount, NC and:

1. On the line from but not including Norlina to and including Portsmouth (except through service operated between Richmond-Petersburg and Portsmouth, VA and through service operated between Raleigh and Portsmouth) and,
2. On the line to and including Bunn, Kinston, Washington, Plymouth and Portsmouth, and from and including Pender to and including Parmele, and,
3. To and including Florence, SC (North), with right to protect all service originating on line from Florence to and including Pee Dee which is operated wholly within such territory or which originates thereon and is operated toward Rocky Mount.

#### **C. Wilmington, NC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Wilmington, NC and:

1. The line to New Bern and to, but not including, Contentnea, Sanford, NC and, to and including Florence, SC (East to Wilmington), including Chadbourn to Myrtle Beach, and,
2. Between Rocky Mount and Contentnea on runs operating to and from Wilmington and points between Wilmington and Contentnea.

#### **D. Hamlet, NC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Hamlet, NC, and:

1. On the line to and including Monroe (East toward Hamlet, with right to protect all through freight service operating from Hamlet to Bostic and vice versa, and,

2. From Hamlet to Charlotte and vice versa, and through freight service from Charlotte to Bostic and return to Hamlet, and all assignments terminated at Monroe and assigned to operate toward both Hamlet and Charlotte), and
3. Columbia - Cayce (North) and to and including Raleigh (South), Wilmington (West toward Hamlet), Andrews (North) and to Marlboro and to but not including Parkton, with joint rights to work between Hartsville and Poston and Hartsville and Sumter, and to make straight set off and/or pick up at Hartsville and
4. With right to protect extra and pool service between Hamlet and Florence via Dillon - Pee Dee or McBee - Florence.

**E. Hamlet Sub-Board at Charlotte, NC**

- (1) Having jurisdiction over all assignments and extra service originating and/or home terminated at Charlotte and:
  1. On the line to and including Rutherfordton, and to and including Monroe (North toward Charlotte, except through freight service operating from Hamlet to Bostic and vice versa and from Hamlet to Charlotte and vice versa, and through freight service from Charlotte to Bostic and return to Hamlet), and
  2. From Charlotte to Gastonia and from Mount Holly to Terrell, including branch lines thereto.
- (2) This extra board and/or supply point will be a Hamlet Sub-Board until January 1, 1973. Promptly thereafter the parties will confer for the purpose of making a determination (based on the record of the experience from July 1, 1971 to December 31, 1972) as to whether it will assume the status of a full extra board and/or supply point. During the time necessary to make such determination, it will continue to operate as a Sub-Board. In event extra employees are not available (in accordance with the applicable provisions of the Schedule Agreements) at Charlotte, while this board is operating as a Sub-Board, vacancies and extra service in this jurisdiction will be filled from the Hamlet extra board and/or supply point, and such employees will not be required to hold a position on the same assignment for more than two trips or tours of duty, and will not be held to protect positions on any assignment other than on the assignment for which first deadheaded.

NOTE - If pool freight service is established in Seniority District No. 1:

- (a) Such service in the territory under the jurisdiction of the Richmond Extra Board will be home terminated at Richmond, VA, and will protect all pool freight service from Raleigh (North) and from Rocky Mount (North).
- (b) Such service in the territory, under the jurisdiction of the Rocky Mount Extra Board will be home terminated at Rocky Mount, NC and will protect all pool freight service originating in such territory except to Wilmington, NC and, in addition, will protect all such service Rocky Mount toward Portsmouth via Weldon.
- (c) Such service in the territory under the jurisdiction of the Wilmington Extra Board will be home terminated at Wilmington and will protect all pool freight service originating in such territory and, in addition, will protect all such service from Rocky Mount - Contentnea - Sanford, and Florence to Wilmington.

- (d) Such service in the territory under the jurisdiction of the Hamlet extra board will be home terminated at Hamlet and will protect all pool freight service originating in such territory and, in addition, will protect all such service from Raleigh (South), Wilmington (West to Hamlet) and Parkton-Marlboro to Hamlet and between Hamlet and Florence via either McBee or Dillon and between Charlotte and Hamlet.
- (e) Such service in the territory under the jurisdiction of the Charlotte Sub-Board will be home terminated at Charlotte and will protect all pool freight service originating in such Sub-Zone except from Charlotte to Bostic and return to Hamlet and between Charlotte and Hamlet.

**Extra Boards and/or Supply Points Seniority District No. 2**

**A. Florence, SC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Florence, SC, and

- 1. On the lines to Wadesboro-Columbia-Robbins-Savannah (North toward Florence via Yemassee) including proration of work on that portion of tracks from Hartsville to Boston and Hartsville to Sumter and
- 2. Relief work on Charleston Division, West End priority assignments on that portion of track from Parkton and Gibson, NC, to Marlboro, SC.

**B. Augusta, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Augusta, GA and

- 1. On the lines up to and including Greenwood, SC and Calhoun Falls, SC and to and including Port Royal, SC (including branch lines thereto); and
- 2. All service operating through between Augusta and Spartanburg, regardless of route; and
- 3. All service originating at Greenwood operating South toward Augusta or West toward Anderson via Calhoun Falls; and
- 4. All service originating at McCormick operating toward Anderson; and
- 5. All service originating or terminated at Greenwood assigned to work both North and South out of Greenwood.

**C. Greenville, SC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Greenville and

- 1. On the line to Spartanburg and Anderson-Calhoun Falls, and to Laurens
- 2. And from Greenwood (North) to Spartanburg, and to Belton (including branch lines thereto) except service operating through between Augusta and Spartanburg regardless of route.



Note: In addition to the forgoing, Greenville crews operating extra service into Columbia from either Greenville or Spartanburg will be permitted to protect extra service from Columbia to either Greenville or Spartanburg.

**D. Savannah, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Savannah, GA, (except West and North toward Florence via Yemassee), and

1. On the lines to Columbia and Coosaw and
2. Jacksonville-Baldwin via Waycross-Nahunta and Bladen and
3. From Charleston to Andrews (including Georgetown Subdivision), and
4. On the line from Albany to Brunswick, and
5. All passenger service from Jacksonville-Baldwin, FL, to Waycross, GA, Westward.

**E. Montgomery, AL**

The Montgomery, AL Supply point is subdivided as follows:

1. Having jurisdiction over all assignments and extra service originating and/or home terminated at Montgomery, AL (South) and on the lines to Dothan, AL
2. Having jurisdiction over all assignments and extra service originating and/or home terminated at Dothan, AL and on the lines to Thomasville, GA and Chattahoochee to Climax.

**F. Manchester, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Manchester, GA (North and West), and on the lines to Atlanta, GA (South) and to Birmingham, AL (See Paragraph K - Birmingham Extra Board)

**G. Fitzgerald, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Fitzgerald and on the lines to Manchester and Waycross.

**H. Greenwood, SC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Abbeville, SC, and

1. On the lines Monroe to Atlanta; and
2. All service originating at Greenwood operating toward Abbeville and/or Monroe.

3. Former CN&L tracks from Laurens to Clinton, South Carolina and CN&L tracks Dover to Columbia, South Carolina, including branch lines thereto.

Note 1: Assignments and extra service originating and/or home terminated at Greenwood and operating either North toward Greenville or Spartanburg or South toward Augusta and also on the Abbeville-Monroe line will be under the jurisdiction of the extra board and/or supply point having the preponderant amount of work being performed by such assignment.

Note 2: Greenwood crews protecting extra service into Columbia from Greenwood will be permitted to protect extra service out of Columbia returning to Greenwood. (See also paragraph C.)

4. Atlanta Sub-Board The parties established a sub-board from the Greenwood Supply point that has jurisdiction over all assignments and extra service operating exclusively from Atlanta to and including Athens, GA.

Note: Loaded grain trains from Atlanta to Athens, GA will be protected by the Greenwood Pool at Atlanta. A pool turn called for such service will continue on to Greenwood, SC.

#### **I. Birmingham, AL (combined with the Manchester, GA Sub-Board at Birmingham)**

Having jurisdiction over all assignments and extra/relief service originating and/or home terminated at Birmingham on the line to Atlanta, GA (South), assignments home terminated at LaGrange, GA and operating to Birmingham, AL and/or Atlanta GA and including Talladega, AL, except through freight service operating between Manchester, GA and Birmingham, AL, and vice versa. (See Paragraph F)

Having jurisdiction over all assignments and extra/relief service on the former SCL trackage toward Atlanta, GA to include Cartersville, GA.

#### **J. Jacksonville, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Jacksonville (West toward Tallahassee) and

1. On the lines to Chattahoochee, FL, and Tallahassee to Bainbridge and on Wakulla Subdivision (Tallahassee to St. Marks), and
2. From Jacksonville-Baldwin to Gross-Yulee-Fernandina Beach, FL, and
3. All passenger service from Columbia to Jacksonville-Baldwin and vice versa but not including extra passenger service from Savannah to Columbia and vice versa, and
4. All extra passenger service from Jacksonville-Baldwin to Savannah, excluding all passenger service, operating from Jacksonville to Waycross, Westward.

Note: If pool freight service is established in Seniority District No. 2:

- (a) Such service in the territory under the jurisdiction of the Florence Extra Board will be home terminated at Florence, SC, and will protect all pool service between the Florence (South), Savannah (North via Yemassee to Florence) and Augusta.
- (b) Such service in the territory under the jurisdiction of the Augusta Extra Board will be home terminated at Augusta and will protect all pool freight service from Augusta (North and South) and between Augusta and Savannah.
- (c) Such service in the territory under the jurisdiction of the Abbeville Extra Board will be home terminated at Abbeville, SC, and will protect all pool freight service between Abbeville and Monroe and Abbeville and Atlanta.
- (d) Such service in the territory under the jurisdiction of the Birmingham Extra Board will be home terminated at Birmingham, AL, and will protect all pool freight service between Birmingham and Atlanta.
- (e) Such service in the territory under the jurisdiction of the Manchester Extra Board will be home terminated at Manchester, GA, and will protect all pool freight service between Manchester and Atlanta and Manchester and Birmingham.
- (f) Such service in the territory under the jurisdiction of the Fitzgerald Extra Board will be home terminated at Fitzgerald, GA, and will protect all pool freight service between Fitzgerald and Manchester and Fitzgerald and Waycross.
- (g) Such service in the territory under the jurisdiction of the Savannah Extra Board will be home terminated at Savannah, GA, and will protect all pool freight service between Columbia and Savannah and between Savannah and Jacksonville-Baldwin, FL.
- (h) Such service in the territory under the jurisdiction of the Montgomery Extra Board will be home terminated at Montgomery, AL, and will protect all pool freight service between Montgomery and Thomasville.
- (i) Such service in the territory under the jurisdiction of the Jacksonville Extra Board will be home terminated at Jacksonville, FL, and will protect all pool freight service between Jacksonville and Chattahoochee and Bainbridge.

### **Extra Boards and/or Supply Points - Seniority District No. 3**

#### **A. Waycross, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Waycross, GA, and on the lines Waycross to High Springs (North) and

1. To Thomasville and
2. Thomasville to but not including M.P. AND-731 and
3. To but not including Albany and
4. Thomasville to Kingwood.

**B. Tampa, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Tampa, FL, and

1. On lines to but not including North Inverness (via Brooksville) and
5. To Coleman (via Plant City), and
6. To but not including West Lake Wales and
7. To but not including Vitis;
8. Plant City to Welcome and to but not including Winston and
9. From but not including Winston to Port Boca Grande,
10. Welcome to Ft. Meade and Rockland Junction, Durant and Uceta to Belspur and Venice; and
11. From Trilby (excluded) and Sulphur Springs to St. Petersburg and
12. Plant City to Valrico and
13. Bartow to Pembroke via former SAL line.

(See NOTE under Paragraph D - Lakeland Extra Board)

**C. Wildwood, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Wildwood, FL, and

1. On the lines to High Springs (South) and Palatka (West) and
2. On the line Jacksonville to West Palm Beach and
3. On the lines to Bell, Wilcox, Brooksville (excluded),
4. Waldo to Williston and
5. Wildwood to Toronto.

**D. Lakeland, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Lakeland, FL, and

1. On the lines to and including M.P. AND-731, and to but not including High Springs (excluding Williston) and

2. To Naples (excluding Pembroke, Fort Meade, Rockland Junction and Bartow, but including assignments terminated at Bartow operating exclusively on the C-H Line and performing no switching at Armour or Bone Valley work), and
3. To Haines City; Haines City to Sunniland and Okeelanta, Lake Alfred to but not including Bartow and
4. From West Lake Wales (excluded) to Alcoma.

NOTE When the number of Bone Valley assignments terminated at Lakeland exceeds 20% of the total Bone Valley assignments, such assignments in excess of the 20% will be under the jurisdiction of the Tampa Extra Board.

**E. Sanford, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Sanford, FL, and

1. On the lines Jacksonville to but not including Haines City via Palatka and
2. To Umatilla and Sylvan Lake to Toronto and Apopka and Dr. Phillips to but not including Trilby and
3. Ellsworth Junction to Killarney.

**F. Hialeah, FL**

1. Having jurisdiction over all assignments and extra service originating and/or home terminated at Hialeah and on the line to Homestead (south) and on the line to West Palm Beach (Dyer) (north):

**ARTICLE 38 HELPERS/PUSHERS**

- A. Regular assigned or pool helper/pusher service may be advertised. Trainmen assigned to helper/pusher service will not be relieved at other than their home terminal and will be kept on continuous time from the time required to report until they are relieved at their home terminal. Trainmen may be held in continuous service for a succession of trips.
- B. The provisions of the holiday and personal leave Articles will apply to all helper/pusher assignments regardless of the mileage component.
- C. The basic day mileage for Trainmen working helper/pusher assignments will be 100 miles with assignments guaranteed or pay to 125 straight time miles five (5) days per week as stipulated in the job advertisement, to be paid at Trainman's yard rate of pay for all miles of their assignment (worked or advertised) with overtime to commence after eight (8) hours on duty. In the event arrangements are made for a helper/pusher to work a six (6) or seven (7) day work week, the guarantee above will be adjusted by 125 miles per day.

- D. Regular assigned Trainmen will show up for their assignment at the fixed starting time unless notified by CSXT they will not be used for service.
- E. CSXT, in exercising its right to establish and extend helper/pusher district limits, will not include territory which the helper/pusher covers only when required to assist trains in emergency.
- F. Helper/pusher assignments under this Article are limited to pushing and pulling trains.
- G. The Local Chairman and Local Supervisor are not prohibited from working out arrangements to assigned helper/pusher assignments with rest day(s).
- H. Yard Trainmen may be used in road helper/pusher service in case of emergency. When Yard Trainmen are used in road service under conditions referred to herein, they shall be paid miles, or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction there from for the time consumed in said service.

### **ARTICLE 39 INTERCHANGE SERVICE**

- A. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting Railroad or deliver their over-the-road trains to a connecting Railroad provided such trains are solid trains which move from one (1) Railroad to another intact with or without motive power and/or cabooses.
- B. If road crews referred to in Paragraph A are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternative means of transportation will be provided.
- C. At designated interchange points, if a Railroad does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the Railroad deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.
- D. If the number of cars being delivered to or received from interchange tracks of a connecting Railroad exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.
- E. (1) Crews used in interchange service may be required to handle interchange to and from a foreign Railroad without being required to run "light" in either direction.  
  
(2) Work equities between Railroads previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent Railroads from requiring crews to handle cars in both directions when making

interchange movements. Where Railroads not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the Railroad involved. Resolution of work equities shall not interfere with the operations of the Railroad or create additional expense to the Railroad. It is agreed, however, that the Railroad will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

- F. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

## **ARTICLE 40 INTERDIVISIONAL SERVICE**

- \* ID Service agreements in effect will not be affected by the provisions of this Article unless otherwise modified by this agreement. It is understood that any future changes to existing ID agreements must comply with the established criteria prior to modifying or amending an existing ID Agreement.

When the Company intends to implement assigned and/or unassigned interdivisional/intradivisional freight service [ID] upon ten (10) days notice, the following conditions pursuant to the provisions of Article IX - Interdivisional Service of the October 31, 1985 will apply:

### **Section 1 Notice**

Upon ten days' advance written notice to the General Chairman of the United Transportation Union to establish interdivisional/intradivisional freight service. When such service is operated, the conditions hereinafter set forth shall apply.

1. \_\_\_\_\_ will be the home terminal and \_\_\_\_\_ will be the away-from-home terminal for train service employees operating under this agreement. Assigned and/or pool crews may be used to protect such service. Frequency and schedule of train service permitting, assigned trains and/or meet and turn service may be established.
2. Uniform trip mileage for the service to \_\_\_\_\_ will be \_\_\_\_\_ miles which includes the movement between \_\_\_\_\_ and \_\_\_\_\_ in either direction, regardless of the yards in which the train originates or terminates. This Agreement will not affect the mileage or pay conditions of other traffic operating between those locations.
3. Pro-ration of mileage to protect this service will be on the basis of \_\_\_\_% (\_\_\_\_ miles) to train service employees in (*i.e. SCL*)\_\_\_\_ Seniority District I and \_\_\_\_% (\_\_\_\_ miles) to train service employees in *i.e. SCL* Seniority District II.
4. The Company will make electronic records available to the effected UTU Local Chairmen, for use in any pro-ration of work among the employees each payroll period.

## **Section 2**

1. All miles run in excess of the miles encompassed in the basic day shall be paid for at the mileage rate established in Section 2(b) of Article IX of the October 31, 1985 UTU National Agreement.
2. Interdivisional service crews will not be tied-up en route but will be deadheaded to the final destination in continuous service and allowed the trip mileage.
3. Relief service will be provided as provided for in Road Service Article - XX, Section 2 Runaround paragraph F. of this Agreement.
4. Held away from home terminal for pool crews protecting this service provided by this agreement will commence at fifteen (15) hours after registering off duty from their previous trip or deadhead at the away-from-home terminal at the pro-rata rate per hour paid for the last service performed and will continue until the crew reports for duty for service at the away-from-home terminal.

## **Section 3**

1. When train crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service covered by this Agreement, the Company shall authorize and provide suitable transportation for such train crews to the on and off duty points. The on and off duty points for this service will be \_\_\_\_\_ or \_\_\_\_\_.

Note: Suitable transportation includes Company owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

2. Trainmen manning service under this agreement will be able to qualify for the current standard meal allowance as provided for by the Schedule Agreement.
3. In order to expedite the movement of interdivisional trains operated under this Agreement, the Company shall determine the conditions under which the crews may stop to eat. When such crews are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip.

## **Section 4**

1. Conductors/Trainmen assigned to service operated under this Agreement will be qualified over unfamiliar territory by qualified Conductors under full pay of the assignment. Conductors/Trainmen who stand to protect the service, including filling vacancies, will take their regular turns when called and be qualified by conductor pilots, under full pay of the assignment.



2. In order to provide for prompt qualification, conductors/trainmen called for pilot service that are not qualified over the entire territory of the assignment may be required to begin or extend their trip over the entire territory of the run.
3. When, in the opinion of the supervisory officer, a conductor/trainman is taking an unreasonable amount of time to qualify, the conductor will be required to consult with the supervisory officer and the UTU Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.

## **Section 5**

Protective conditions contained in Article IX, - Interdivisional Service of the October 31, 1985 UTU National Agreement shall apply to employees affected by the implementation of this Agreement. Protective conditions referred to between parties on existing ID Agreements will remain in effect unless otherwise modified. "Agreed upon Questions and Answers" pertaining to the protective conditions are attached as Attachment "A". Any protective benefits greater than those provided by this Article, available under existing agreements shall continue to apply subject to the terms and obligations in lieu of benefits provided by this Article.

## **Section 6**

The parties recognize that additional items of mutual benefit may be discussed and agreed upon.

## **ARTICLE 41 LIGHT ENGINES**

When required to run with light engine(s), Trainmen will be used and paid at the through freight rate of pay. Running light for a part of a trip will not be considered as having "run light" under this provision.

## **ARTICLE 42 LOCAL FREIGHT SERVICE**

- A. Local Freight Service is described as performing switching service at three (3) or more separate locations or performing switching service in excess of one (1) hour at a single location. When assigned, local freight service will be established by bulletins which will specify the following:
  1. Class of Service.
  2. Name or number of the train or trains involved.
  3. Days of operation.
  4. Home terminal and away-from-home terminal (or turning point if in turnaround service) and including side trips.
  5. On duty time.
  6. Whether the crew will be called or will report.

**B. Local Freight Service Guarantees**

1. Regularly assigned local freight crews will be guaranteed at least 100 miles for each calendar working day of the month so assigned, including legal holidays, excepting for days where the line is broken through an Act of Providence.

Note: Promoted Trainmen holding assignments in local freight and/or work train service subject to the guarantee provided for under the provisions of Paragraphs B & C will not be subject to call for service as Conductor on days that their assignments as Trainmen in local freight and/or work train service may be annulled. For instance, should a promoted Trainman's assignment in local freight and/or work train service be annulled for Thanksgiving Day and he is entitled to payment for the annulment, he will not be called for service as Conductor during that calendar day, calling time to govern, except in cases of emergency or where anyone else is not available. If he is out of place for call as emergency Conductor under the circumstances referred to above, the penalties provided for in the Agreement for being out of place will not apply.

2. Locals assigned five (5) days per week will be paid the yard rate of pay. Locals assigned in excess of five (5) days per week will be paid at the local freight rate of pay.

**C. Local Freight Service will not be required to perform hours of service relief.**

**ARTICLE 43 MILEAGE REGULATION - FREIGHT SERVICE**

**Section 1 Mileage Regulation**

Mileage regulation agreement arrangements and their applications will be adjusted by the UTU and CSXT to reflect changes in the basic day in through freight service as outlined in Section 2 of this Article. In applying the regulation rules, miles physically operated (or paid for in the case of standard mileage agreements), including deadhead mileage, whether separate or combined with service, will be considered in determining the number of Trainmen to be assigned in a set of runs or the appropriate regulation factors for pools. To adjust for the current basic day, the regulation limits will be adjusted to reflect the change by increasing such limits by the percentage change from the 100 mile basic day in through freight service. Pools of 100 miles or less will be regulated under a different set of guidelines that those of over 100 miles.

**Section 2 Pool Regulation**

- A. Regulation factors will be determined for each pool on the system by assessing the normal operation of the pool with respect to mileage earned for an average trip over a twelve (12) pay period study period. Using the average trip data, bi-weekly high and low regulation factors will be established to permit weekly regulation of the pool based on dispatchments in the preceding fourteen (14) day period.
- B. To establish the bi-weekly high and low regulation factors, the monthly regulation minimum and maximum (as adjusted pursuant to Section 1 above) covering the pool will

be divided by the average trip mileage to determine the number of trips needed to work the minimum and maximum mileage per month. The number of trips will then be divided by 2.16 to determine the bi-weekly high and low regulation factors.

- C. The Local Chairman and CSXT Officer with jurisdiction will adjust the pool. However, in any event, all adjustments must be made so they may be timely placed in the EBS for the upcoming Job Adjustment Day (JAD).

Note: Due to the working schedules of many Local Chairmen and recognizing the fact that the regulating factors in the computer are always two (2) days behind, the Local Chairman and Designated CSXT Officer may agree to meet and regulate the pools on any day, as long as the regulation is agreed to by Wednesday.

- D. The following will apply in the regulation of pool crews:

1. On the agreed to day each week, CSXT shall furnish the Local Chairman having jurisdiction a statement for the pool showing the total number of pool crew dispatchments, including terminal-to-terminal deadheads and extra crews called to supplement the pool during the preceding seven (7) calendar days.

Note: A terminal-to-terminal deadhead paid for separate and apart from a service trip will be counted as a full dispatchment.

2. The pool will be regulated so that there will be an average between the low and high dispatchment factors per turn bi-weekly.

Note: For the purpose of an example in this rule, we are using a low factor of 10.30 and a high factor of 12.12.

3. Based on the reports furnished the Local Chairman, CSXT will make a reduction in the pool if the average number of dispatchments per turn is less than the low factor during the two (2) preceding seven (7) day checking periods. The number of crews to be reduced will be determined by dividing the total dispatchments in the fourteen (14) day period by the low factor. For example, there are eight (8) crews in the pool and during the fourteen (14) day period, the eight (8) turns made eighty (80) dispatchments. Eighty (80) divided by 10.30 equals 7.25 – so the decrease would be one (1) crew.

Note: No reduction will be made if the average number of dispatchments per turn exceeds the low factor during the preceding fourteen (14) day period.

4. In situations where the average number of dispatchments per pool turn during the preceding fourteen (14) day period is equal to or greater than the low factor, the Local Chairman having jurisdiction may request by noon Monday (confirmed in writing) a reduction due to abnormal circumstances. CSXT will make such reduction but assumes no liability as a result thereof.

5. No increase in the number of turns in the pool will be made if the average number of dispatchments per turn was less than high factor during the two (2) preceding seven (7) day checking periods. When the average number of dispatchments per turn is greater than the high factor during the preceding fourteen (14) day period, an increase may be requested in writing by the Local Chairman having jurisdiction or the particular pool may be increased by CSXT. The number of crews to be increased will be determined by dividing the total dispatchments in the fourteen (14) day period by the high factor. For example, there are ten (10) crews in the pool and during the fourteen (14) day period, the ten (10) turns made 130 dispatchments. 130 divided by 12.12 equals 10.72 – so the increase would be one (1) crew.
6. In the application of paragraphs 3 and 5 above, any fraction of .5 or greater will be carried to the next higher number. Any fraction of less than .50 will be dropped.

Note: The parties recognize that due to line blockage, holiday shutdowns, or other unusual circumstances regulation should be suspended or adjusted. The Local Chairman with jurisdiction and the appropriate CSXT Officer will cooperate to make appropriate arrangements.

- E. When there is insufficient service for a road freight pool to average the equivalent of 1774 miles per fourteen (14) day period the pool may be maintained through mutual agreement between the Highest Designated Officer and the General Chairman of jurisdiction.
- F. Any disputes resulting from this Article will be appealed to the Disputes Resolution Committee.

#### Questions and Answers

Q-1: The agreed to operation of the application of this Article necessitates that CSXT and the UTU work together to make this regulation work. Will the adjustments be made on the agreed to day of the week and will the pools be regulated as per the wording of the Article in that pools will not be regulated on the high or the low ends of the factors, but will be held as agreed to the average between the two?

A-1: Yes.

Q-2: If the resulting decision from the Disputes Resolution Committee is favorable to the Local Chairman's position, will the affected Employees be made whole as to their lost earnings?

A-2: Yes.

## **ARTICLE 44 ROAD LUNCH**

When requested in advance and it is apparent that Trainmen will be held on duty excessive periods of time and when operations permit, the train dispatcher will arrange for Trainmen in freight service a stop of reasonable length for lunch. In the application to this rule, it is understood that:

1. The train being handled can be put clear of main tracks, if necessary, to avoid delay to other trains.
2. Trainmen will use good judgment when requesting permission to stop for lunch.
3. Continuing complaints can be referred to the Disputes Resolution Committee.

#### Questions and Answers

Q-1. What is meant by "excessive periods of time"?

A-1. Trainmen may request permission to eat when it is apparent they will not reach their destination terminal within six (6) hours of the time they went on duty.

Q-2. Does this permit Trainmen to leave the property to go to a restaurant or does it contemplate their being permitted time to eat their lunch on the property?

A-2. This Article permits Trainmen to leave the property provided they have permission.

Q-3. What is meant by the term "reasonable time to eat"?

A-3. This will depend upon individual circumstances such as the availability of food and the impact of potential delays to the operation.

#### **ARTICLE 45 ROAD SWITCHERS/MINE RUNS**

- A. Road Switcher/Mine Runs assignments may be advertised five (5) or more days per calendar week, and may be made under advertisements which state the work to be done, on duty terminal, on duty time, days of operations, and assignment limits. It is understood that extra service may be operated to perform the work described in this paragraph supplementary to assigned runs, or when assigned runs are not required; and Trainmen in extra service will be paid as provided below for each day of such service.

Note 1: Permanent changes of more than two (2) hours in the regular starting time of a Road Switcher/Mine Runs assignment will cause same to be declared a new assignment and changed on the next JAD. When it becomes necessary to change the starting time temporarily, Trainmen will be given notice thereof at or prior to completion of work on the day prior to such temporary change. Road Switcher/Mine Runs will report without being called at the on duty time of the assignment or at the expiration of their rest period.

Note 2: When an extra Road Switcher/Mine Runs assignment has been worked on three (3) consecutive days or any five (5) days out of seven (7) during a seven (7) day period beginning at 0001 on Tuesday through 2359 on the following Monday at the same starting time and same terminal, or within the eight hour period subsequent thereto and in the same assigned limits, a new assignment will be shown on that weeks' EBD for bid and claim in accordance with Article 11 Electronic Bid System. If CSXT elects not to award the assignment shown on the EBD, the provisions as to penalties of Article 51 Yard Service, Section 2, Interpretation, Paragraph 2 will govern except payment will be the guarantee in Paragraph E of this Article.

- B. 1. Road Switchers/Mine Runs may work in more than one direction out of the home terminal on any day of its assignment. Road Switchers/Mine Runs working more than one direction out of terminal will be confined to limits in the bulletin creating the assignment. Road Switchers/Mine Runs working in only one direction out of the home terminal will be confined to limits not exceeding those set forth in the bulletin creating the assignment.
- 2. Road Switchers/Mine Runs assignments will be established to operate within specified limits. The limits set forth in the bulletin will be in conformity with the limits the assignment will traverse in the performance of switching duties. This does not mean, however, that the assignment must operate over the entire assigned limits each day, but it is intended that the assignment will operate over the assigned limits with reasonable regularity. In the application of this paragraph Trainmen will be paid for the actual miles of the assignment, however this provision is not intended to apply or include spur tracks etc, which may be on the territory that he does not physically traverse.
- C. Trainmen assigned to a Road Switchers/Mine Runs assignment will be paid at the five (5) Day Basic Yard Foreman rate of pay for all miles, including highway miles. In the event, the total miles operated including highway miles exceeds the advertised mileage of the assignment, such miles will also be paid at the five (5) Day Basic Yard Foreman rate of pay.
- D. When there is a consistent need for six (6) or seven (7) day service, the assignment should be re-advertised as a six (6) or seven (7) day assignment.
- E. 1. Trainmen assigned to a Road Switcher/Mine Runs assignment (extra or regular) will be paid as follows:
  - a. Trip Rated as provided for in Article 31, Section 1 and will be paid no less than the full advertised mileage of the assignment, and in the event the assignment operates differently than assigned, the Trainman may claim actual miles or hours worked whichever is the greater; or,
  - b. Be paid on the basis of claiming miles or hours, whichever is greater.
- 2. For two (2) years following the implementation of this agreement by no later than June 15<sup>th</sup> and December 15<sup>th</sup> the parties will review the trip rates implemented. Subject to the periodic review, the trips rates established will be adjusted to reflect the averages of the review period on a six (6) month basis. January 1<sup>st</sup> to June 30<sup>th</sup> and July 1<sup>st</sup> to December 31<sup>st</sup> will form the review periods. Adjusted rates will be effective the first pay period following the completion of the review.
- 3. When it is known that there will be a change in operations that will significantly affect the trip rate established for a Road Switcher/ Mine Run, the Company will take into consideration similar criteria or experience to establish a new trip rate. The Company will review the criteria to be used with the General Chairman and affected trip rates will thereafter be subject to the periodic review referred to in paragraph E. 2.

- F. 1. Trainmen regularly assigned to Road Switcher/Mine Runs will be guaranteed not less than 100 miles at yard rate for each calendar working day, including legal holidays, exclusive of overtime, if they are available and do not mark off of their own accord. Extra Trainmen filling vacancies on Road Switcher/Mine Runs when held for subsequent service will be included in the daily guarantee. Such guarantee will be paid at the rate earned on the assignment on the preceding working day.
- 2. The provisions of the holiday and personal leave Articles will apply to all Road Switcher/Mine Runs assignments regardless of the mileage component.
- 3. If a Road Switcher/Mine Run Trainman misses a trip on his assignment as a result of having been on duty too long on the same assignment, the previous trip, causing him to miss a trip because of insufficient rest, he will be allowed the earnings that he would have earned had he worked the assignment.
- G. Road Switcher/Mine Runs Trainmen in turnaround service will not be tied up at other than the home terminal. Road Switcher/Mine Runs assignments may be bulletined with a home terminal; or with a home and away from home terminal.
- H. Extra Trainmen covering Road Switcher/Mine Runs assignments will be afforded the provisions of Article 15 and Article 30 of this Agreement.
- I. Road Switcher/Mine Runs home terminated at the following mine run locations will be subject to the following provisions:

Hazard, Loyall, Shelby, Martin and Paintsville, Kentucky, Peach Creek, Danville, Elk Run and S. Charleston, West Virginia, subject to the following:

- 1. Road Switcher/Mine Run assignments will be established with an on duty time, on and off duty locations, advertised rest days and working limits. As outlined in their advertisement, Trainmen will be notified upon reporting for duty of the specific run and territory they will operate for each tour of duty. It is understood that extra service may be operated as provided for in this Article 37.

**Note:** Rest days of assignments will be reviewed by the Local Chairman and the Local Supervisor. This note is not intended to restrict the Company from establishing assignments to meet customer service requirements.

- 2. Assignments established under this agreement may be assigned to operate five (5) days a week and will be paid the greater of:
  - a. A five (5) day yard rate each day, with overtime after 8 hours on duty.
  - b. Actual miles run or hours on duty, whichever is greater.
  - c. The total miles of the working limits assigned to work each day or hours on duty, whichever is greater.

Note 1: The trip rate outlined herein will be reviewed during the periodic review established in this Article 37 and Attachment B. and adjusted accordingly

to reflect the actual experience of the operation. The Company will review the analysis with the Union prior to any rate adjustment(s) being made.

4. Trainmen in this service may be required to operate back and forth over the territory within the limits of their assignments, as required.

#### **Questions and Answers**

- Q-1: How long can a temporary change in the starting time of an assignment as mentioned in the Note under Paragraph (A) continue?  
A-1: Only up to the next JAD.
- Q-2: Can CSXT hold the assignment until the regularly assigned Trainmen is rested as an option under Paragraph F (3)?  
A-2: Yes, however the Trainman must be notified prior to registering off from his tour of duty.

#### **ARTICLE 46 RUNAROUND**

- A. The incidence of runaround claims will be reviewed in the conferences established pursuant to Article 6 in this Agreement to identify and correct any systematic problems.
- B. There shall be no "chain" type payments and not more than one runaround payment for any particular assignment.
- C. Trains that are tied up on line due to being overtaken by the Hours of Service Law may be re-crewed with a qualified Trainman initially from the home or away from home destination; if none, from the nearest source of supply point via highway miles; without penalty to the Company.

#### **Section 1 Road Extra Board**

- A. GEB Trainmen who are available and not called in the correct order ("runaround") in accordance with the procedures in this Agreement will be paid one half (1/2) of the basic day payment in addition to any other GEB earnings.
- B. A Trainman who operates to an away from home terminal that is a supply point for Trainmen who also protects service on that same territory may be deadheaded home at any time, regardless of their standing in relation to other trainmen at that location. If not deadheaded, the Trainman must only be used for service back to his home terminal. In these cases the Trainman will be placed behind other pool crews (or extra board employees if no pool exists) and take their turn in the pool (or extra board) for such service back to his home terminal. Trainmen used in this manner will not invoke a runaround.

#### **Section 2 Pool or Assigned Service**

- A. 1. Pool Trainmen not called for their run, through no fault of their own, will be paid for the one way trip, excluding meals and lodging allowances and remain first out.



2. Regularly assigned Trainmen not called for their run, through no fault of their own, will be paid for the actual earnings of their assignment, excluding meals and lodging allowances.

#### **ARTICLE 47     SHORT TRIPS AND TURNAROUNDS**

- A. Employees in unassigned pool/unassigned freight or extra board may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of the miles encompassed in the basic day for a day; provided:
  - (1) That the mileage of all the trips does not exceed the basic day miles; and,
  - (2) That the employees shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first-in, first-out rule or practice.
- B. Unassigned pool/unassigned freight or extra board employees shall not be used for a second tour of duty in turn service from the away-from-home terminal, except in emergency.

#### **ARTICLE 48     SWITCHING IN TERMINALS AND AT INTERMEDIATE POINTS**

- A. Road crews may perform the following moves in connection with their own train at locations where yard crews are employed and on duty without additional compensation:

Three (3) moves at each of the following:

1. Initial terminal,
2. Intermediate points,
3. Final terminal.
4. The crew of an over the road solid run through train may perform one (1) move as prescribed, in addition to delivering and/or receiving their train in interchange.
5. The above moves are in addition to doubling your train for departure or yarding your train in multiple tracks at the final terminal.

Note: Each of the moves may be any one of the following: pickups, setouts, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

- B. At terminals where switching crews are on duty employees will not be required to switch up their trains, except in cases of emergency.

- C. Employees will not be required to classify their trains between terminals except in cases of emergency, and in such cases will be paid basic day. This does not apply to picking up and setting off cars en route.

### **Illustrative Road/Yard Questions and Answers**

- Q-1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign Company before yarding his train. How many moves are involved?  
A-1: Two (2), the delivery is one move and the pick up the second.
- Q-2: A road crew at its initial terminal is required to get its train from three (3) tracks in the same location, where one (1) track would have held the entire pick up. How many moves are involved?  
A-2: One (1).
- Q-3: A road crew arrives at its final terminal with four (4) blocks of cars all for foreign Railway Companies. How many deliveries may the road crew make?  
A-3: Three (3) in addition to yarding their train at final terminal.
- Q-4: What is meant by "multiple tracks"?  
A-4: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.
- Q-5: A road crew at its final terminal picks up twenty (20) cars at Yard A, delivers forty (40) different cars to a foreign Company then yards its train including the twenty (20) cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?  
A-5: Three (3).
- Q-6: Can a road crew set out in its final terminal and thereafter effect an interchange?  
A-6: Yes.
- Q-7: Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?  
A-7: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.
- Q-8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?  
A-8: Railroad A's crews may do the same things as any other road crews.
- Q-9: A road crew at its initial terminal is required to get its train from three (3) tracks because three (3) tracks were required to hold the entire train. Is this considered a move?  
A-9: No. This is a proper double over and does not count as one of the three (3) additional moves permitted.
- Q-10: The Company chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two (2) additional moves at the initial or final terminal yard?  
A-10: Yes. The use of multiple tracks is one of the allowable moves.

**ARTICLE 49    TERMINALS**

**Section 1      Recognized Freight Terminals on the former Railroads:**

<b>A&amp;WP</b>	<b>C&amp;O</b>	<b>L&amp;N and NC &amp; StL</b>	<b>SCL</b>
Atlanta, GA Montgomery, AL	Cincinnati, OH Clifton Forge, VA Covington, WV Charlottesville, VA Danville, WV Elk Run Junction, WV Gladstone, VA Handley, WV Hinton, WV Huntington, WV Lynchburg, VA Martin, KY Newport News, VA Paintsville, KY Peach Creek, WV Quinnimont, WV Rainelle, WV Raleigh, WV Richmond, VA Russell, KY Shelby, KY South Charleston, WV	Atlanta, GA Atkinson, KY Birmingham, AL Bowling Green, KY Bruceton, TN Cartersville, GA Chattahoochee, FL Chattanooga, TN Cincinnati, OH Corbin, KY Dante, VA Decatur, AL Erwin, TN Etowah, TN Evansville, IN Flomaton, AL Guthrie, KY Hazard, KY Johnson City, TN Kingsport, TN Knoxville, TN Lexington, KY Louisville, KY Loyall, KY Memphis, TN Mobile, AL Montgomery, AL Nashville, TN New Orleans, LA Owensboro, KY Pensacola, FL Revenna, KY Spartanburg, SC St. Louis, MO	Andrews, SC Atlanta, GA Augusta, GA Bainbridge, GA Baldwin, FL Birmingham, AL Brunswick, GA Cayce - Columbia, SC Chattahoochee, FL Fitzgerald, GA Florence, SC Greenwood, SC Hamlet, NC Hialeah, FL Jacksonville, FL Lakeland, FL Manchester, GA Monroe, NC Montgomery, AL Portsmouth, VA Raleigh, NC Richmond, VA Rocky Mount, NC Sanford, FL Savannah, GA Spartanburg, SC Tampa, FL Thomasville, GA Waycross, GA Wildwood, FL Wilmington, NC

Note: Freight crews (extra or assigned) will not be run through the above listed terminals, except as provided below or as otherwise provided.

**B.      Former SCL Exceptions:**

1. Monroe, NC will not be considered a terminal for crews operating between points on the Hamlet-Rutherfordton line, including Hamlet Monroe turns.
2. Waycross, GA will not be considered a terminal for assigned local freight crews on the Savannah-Waycross - Jacksonville line.

3. Lakeland, FL will not be considered a terminal for crews operating on the line between Sanford and Tampa and between Tampa and the B. V. Territory; or for crews operating on the line between Vitis and Sanford; Vitis and Tampa; and Vitis and the B. V. Territory.
4. Baldwin, FL will not be considered a terminal for trains operating to and from Jacksonville on the line between Jacksonville and Tallahassee; or for crews regularly assigned to operate to and from Jacksonville/Wildwood/Tampa on the line between Wildwood/Baldwin/Jacksonville, with trackage rights between Baldwin and Jacksonville.
5. Wildwood, FL will not be considered a terminal for crews regularly assigned to operate between Tampa and Baldwin/Jacksonville.
6. Bainbridge, GA will not be considered a terminal for crews operating over the Montgomery - Thomasville line.

## **Section 2      Establishing Terminals or Supply Points**

- A. The following shall govern when a terminal or supply point is to be established within fifty (50) miles of an existing terminal:
  1. Thirty (30) days prior to the date to establish a new terminal, the General Chairman and the Local Chairman having jurisdiction shall be notified in writing of the location where the terminal is to be established and the reasons therefore.
  2. There must be sufficient work to justify the employment of one or more crews to protect the service.
  3. If the establishment of the terminal creates a situation where employees, who are assigned to such terminal during a period of twelve (12) months from the date the terminal is established, are required to travel a greater distance from their place of residence to the location of the newly established terminal, such employees shall be allowed a travel allowance. Such allowance shall be based on CSXT's authorized automobile mileage allowance for the additional miles traveled. The allowance provided for herein shall be paid only during the period of 12 calendar months from the date the terminal is established.
- B. When a terminal or supply point is to be established in excess of 50 miles from an existing terminal, the following shall govern:
  1. The Labor Relations officer shall notify the General Chairman and the Local Chairman having jurisdiction in writing of the location, where and when, the terminal is to be established, and the reasons therefore.
  2. There must be sufficient work to justify the employment of one or more crews to protect the service.
  3. Trainman affected by this article will be provided a reasonable travel allowance for a period not to exceed twelve (12) months or relocation provisions. Relocation provisions

are defined as those provisions contained in on property ID Agreements. The General Chairman and the HDO will meet to address Relocation Benefits associated with the establishment of a Terminal under this Article.

4. If the Local Chairman having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in (B)(3) within thirty (30) days from the date of the initial notice to the Local Chairman, the subject may be forwarded to the next level of appeal.
5. If the General Chairman and the highest appeals officer of CSXT cannot agree on the provisions outlined in paragraph B. 3. within ninety (90) days from the date of the initial notice to the Local Chairman, the subject may be submitted to the Disputes Resolution Committee as per Article 30, Section 3 of this Agreement. If not resolved at that level, the dispute will be taken to arbitration as provided for in the Railway Labor Act, as amended. The decision of the Arbitration Board shall be made within 30 days thereafter. The award of the Board will be final and binding on the parties and will become effective thereafter upon seven (7) days' notice by CSXT.

## **ARTICLE 50      WORK TRAIN SERVICE**

### **Section 1      General**

- A. When it is known that work trains will be worked for at least four (4) days a week or if worked extra for four (4) days during any week, the run will be listed consistent with Article 11 Electronic Bid System. Such assignments will not be subject to force assignment.
- B. Where bulletined to tie up at an intermediate point, it will be where suitable eating and sleeping accommodations are available. Trainmen tied up under this Article will be subject to the provisions of Articles 15 and Article 30 Lodging.
- C. Extra board Trainmen will be used in extra work, wreck, supply trains, Sperry Detector Car service, etc., except as provided in Article III Self Propelled 1964 National Agreement and may be relieved at intermediate points where suitable eating and sleeping accommodations are available. When relieved at such intermediate points, they will be paid a minimum of twelve (12) hours for each calendar day and unless placed in service prior thereto will again be considered on duty and under pay at the expiration of twelve (12) hours from time pay stops.
- D. All extra board Trainmen called for any such work train service will be returned to their home terminal on a day for day basis unless prior arrangements are made. Extra board Trainmen in such service tying up at regular established terminals of regular and unassigned freight crews will be governed by Section 2, (A) (2), below.
- E. If Trainmen are relieved at intermediate points where eating and sleeping accommodations are not available, they will be paid on the basis of continuous time until relieved at an intermediate point where such accommodations are available, or until they are relieved at one of their terminals in accordance with this Article.

- F. Trainmen may be run or deadheaded into their terminal for the purpose of marking up for their turns as provided for by the rules after completion of service on any day, but they will be run or deadhead into the terminal for this purpose after completion of service on Saturdays and/or Sundays, or days preceding days when service is not scheduled to work or is discontinued. If held at the intermediate point on these days and not worked they will be paid in accordance with this Article.

#### INTERPRETATION

1. A Trainman on duty eight (8) hours before being tied up will be entitled to twelve (12) hours' pay at the pro rata rate.
2. A Trainman on duty nine (9) hours before being tied up will be entitled to eight (8) hours' pay at the pro rata rate, one (1) hour at the punitive rate and three (3) hours at the pro rata rate.
3. A Trainman on duty ten (10) hours before being tied up will be entitled to eight hours' pay at the pro rata rate, two (2) hours at the punitive rate and two (2) hours at the pro rata rate.

### **Section 2 Work Trains of 5 Days or more**

- A. 1. Work trains listed in the Crew Management System to work five days per week will be paid the five (5) day yard rate. Work trains of six (6) or (7) seven days will be paid at the applicable work train rate in this Agreement and based on the miles operated with a minimum of 120 straight-time miles per day.
2. All vacancies on work trains will be manned by extra board Trainmen on a first-in, first-out basis. Extra Trainmen protecting work trains will be relieved if the work train operates into and ties up at the home terminal of the crew operating the train.
  3. Trainmen assigned to work trains of more than five (5) days per week will be guaranteed employment or pay the 120 straight-time miles per day for each day of the week at the applicable work train rate. Overtime will begin at the expiration of eight (8) hours where mileage actually run does not exceed 100. Where actual miles run exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12½). Overtime shall be paid for at the punitive rate.

### **B. Work Trains of 4 Days**

1. Trainmen assigned to four (4) day work trains will be guaranteed employment or pay for four (4) days per week at the work train rate of pay. For each day worked, the Trainmen shall receive no less than 150 miles per day at the applicable rate. For each day not used, the Trainmen shall receive not less than 150 miles per day at the rate applicable to the locomotive(s) last used. Overtime will begin at the expiration of eight (8) hours where mileage actually run does not exceed 100. Where actual miles run exceed 100, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12½) at the punitive rate. Where overtime exceeds the 150 miles guarantee, the Trainmen will be paid 100 miles and actual overtime and the 150 mile guarantee is nullified.

Example: A Trainman on a four (4) day assignment is transported 20 miles to the work site and 30 miles from the work site. The work train actually travels 40 miles for a total of 90 miles and the Trainmen is on duty 11 hours. Proper payment is 8 hours straight time and 3 hours overtime.

2. Trainmen assigned to work train service will be used only on the days of their assignment. In the event their work train assignment is needed in excess of four (4) days, the Trainmen assigned will be offered the additional work with the understanding that each day worked beyond the assigned days will be in addition to the weekly guarantee and will be paid at the applicable rate and with a minimum of a days pay for each day so worked.

### Questions and Answers

Q-1: If the assignment is worked on the fifth, sixth or seventh day, will the regularly assigned Trainmen be given the opportunity to work those days even if the assignment is given a different symbol /number designation) in the computer system?

A-1: Yes, if the assignment works at the same starting time or within the eight (8) hour period subsequent thereto or cycle and the work to be performed is within the regularly assigned working limits of the assignment.

Q-2: How will extra work train service, including hours of service relief service of work trains, be protected?

A-2: Extra board Trainmen will be used for all work train service, including hours of service relief if a crew has to be called.

Q-3: May work trains (road/yard) be used in revenue service?

A-3: No, however if used to perform revenue service during their tour of duty, work train Trainman will be allowed a penalty day's pay in addition to their normal earnings, without deduction therefrom.

Q-4: May a four (4) day work train work Monday, Wednesday, Friday and Sunday?

A-4: No, the four (4) days must be consecutive.

3. a) Employees engaged in work train service may work into, out of and through terminals on the same seniority district subject to the provisions of Article 48. Employees engaged in wreck train service may operate into and out of terminals while so engaged.
- b) When a crew handling a wrecker operates into another zone or Seniority District, they will be deadheaded back to their supply point upon completion of work on the first day. The crew handling the wrecker on the last day may be used to return the wrecker to its terminal without regard to zone or Seniority district boundary.

### **Self Propelled Machines**

Train crews assigned to self-propelled machines will be allowed payment for deadheading to and from the home terminal when their assignments are annulled at outlying points on calendar working days, including legal holidays, and the machines do not come into the home terminal for

the tie-up. A trainman will be employed on on-rail, self propelled vehicles or machines when operating in mainline territory, providing such machines are equipped with a drawbar and are operating under train orders.

## **ARTICLE 51 WORK WEEK**

### **Section 1 Assignment(s)/ Unassigned Service**

- A. 1. Subject to the customer service requirements, the Company will advertise regular assignments as the needs of service permit.
- 2. The Company may, where operationally practical, operate meet and turn service, turnaround service and/or layover service.
- 3. Assigned or Unassigned positions/pools may be advertised to operate over any former Seniority District (s) without penalty to the Company as provided for in Article 40 – ID Service.
- B. 1. Regular Assignments or Pool service, unless otherwise provided for in this agreement, will be established consistent with customer service requirements and at the Company’s discretion may consist of the following variations:
  - a. Five (5) days with one (1) or two (2) scheduled off days; or,
  - b. Six (6) days with two (2) scheduled days off; or,
  - c. Combination of six (6) days with two (2) scheduled days off and four (4) days with two (2) scheduled days off; or,
  - d. Six (6) days with two (2) scheduled days off - Work Rest Short Pools (150 miles or less), as provided for in Section 2 of this Article; or,
  - e. Assigned Pools with a six (6) hour call Window; or,
  - f. Unassigned Pools; or,
  - g. Other variations, as mutually agreed, to meet customer service requirements.

Note 1: Assigned jobs may be established with a show up time and employees will report at the assigned on duty time without a call. This applies to all Road service, including but not limited to Through Freight, Road Switchers/Mine Runs, Local Freight, etc.

Note: 2: It is recognized that paragraphs P. and Q. of the self supporting pool provisions of this article may be applied to the work week variations outlined in B.1.f. by mutual consent between the General Chairman and the HDO.

- C. Trainmen who are tied up at their away from home terminal may only be called for one (1) trip from that terminal that does not return to their home terminal. When so used, the Trainman's subsequent trip, whether working or deadhead, must return to the Trainman's home terminal.



## Section 2 Work-Rest Cycle Pools

- A. Trainmen regularly assigned in short pool operations (150 miles or less) will work or be available for work six (6) consecutive days (the work cycle) followed by two (2) consecutive rest days (rest cycle) that are designed to rotate.

Note: In the event the Company is considering establishing a Work/Rest Pool under the provisions of this Section 2 that have the potential of adversely affecting the earning ability of employees, such pool will not be established until the Division Manager, Labor Relations and the General Chairman have had an opportunity to review the operation and earnings for the employees affected.

- B. The observance of rest days by employees is mandatory.
- C. Trainmen will automatically be marked off for the rest cycle and automatically marked up for service at the conclusion of the two-day rest cycle.
- D. Rest cycles, referred to in paragraph A. of this Section 2, will begin and end at 0001 hours. Trainmen at the home terminal will be subject to call until 2200 hours of the sixth (6<sup>th</sup>) day of their work cycle.
- E. Upon completion of the rest cycle the employees will be marked up for call at the bottom of the pool standings in the order they were released from service. For Trainmen returning from rest cycles, calling time will begin at 2200 hours for 0001 hours on duty time.
- F. Any Trainman who arrives at the away from home terminal on the 7<sup>th</sup> day will deadhead to the home terminal in combination service.
- G. Trainmen who arrive at the away from home terminal on the sixth (6<sup>th</sup>) day will contact CMC prior to tying up. CMC will either:
1. Place the Trainman first out behind a Trainman with the same set of rest days; or,
  2. Deadhead the Trainman to the home terminal in combined service.

Note: The application of this provision will not constitute a run-around claim but is intended, if possible, to avoid working Trainmen home on the seventh day.

- H. Trainmen arriving back at the home terminal after 0001 on the seventh day will begin their rest cycle in accordance with the RSIA-commencing with their off duty time, with a minimum of forty eight (48) hours.
- I. The TECS system showing rest cycles will be updated by the Company to now reflect the Six (6) and Two (2) Work/Rest cycle.
- J. The turns of Trainmen will be removed from the pool during the rest cycle.
- K. On the day preceding their scheduled rest cycle Trainman at the home terminal and is not called by 1200 for 1400 hours may contact Crew Management indicating their desire to

be removed from the calling cycle in advance of their rest cycle. In the event the Company is unable to fulfill its manpower requirements the Trainman may be used in service, including other classes of service qualified for, that will go off duty at the home terminal. In the event Trainmen have previously scheduled commitments surrounding their assigned days off and require relief from this provision they will be required to arrange such through their Local Supervisor or CMC.

Note: The parties agree that the above paragraph is not intended to negatively affect manpower availability but to provide Trainmen an opportunity to meet specific commitments and minimize deadheading expense to the Company. In this regard the Union and the Company will monitor the application of this provision and in the event it is determined that manpower availability is adversely affected or deadhead expenses have increased, the parties agree to amend this provision to correct the situation.

- L. Trainmen will not be required or allowed to start or observe any portion of their two (2) day rest cycle at the away-from-home terminal.
- M. Trainmen available for 24-hours on any calendar day of their work cycle but not called and used will not break the continuity of the six (6) day work cycle. Trainmen in this situation will not be deprived of observing their two (2) day (48-hour) rest cycle.
- N. Trainmen in this pool service and on their work cycle will not be used in any other service, except as provided for in paragraph K, unless the vacancy fill procedures have been exhausted and will be made whole for any loss of earnings.

#### **Self Supporting Pool [SSP]**

- O. When an open or vacant turn becomes first (1st) out and is called at the home terminal, it will be set aside and not filled from the extra board. The next rested and available pool Trainman in standing order will be called for that trip. If a turn that has been set aside has been claimed it will be placed at the bottom of the pool standing at the Home Terminal. When the incumbent of the vacant turn marks up this turn will also be placed at the bottom of the pool.

Note: An open turn is defined as unoccupied and available for bid. A vacant turn is defined as a turn that is occupied and the Trainman has marked off.

- P. When the pool is exhausted, an extra turn will be cut into the pool at the home terminal using the road extra board as the initial supply. The extra turn will take their turn at the away-from-home terminal and will be cut out after it works/deadheads to the home terminal.

Note: Self supporting pools will not be implemented at locations protected by non guaranteed extra boards without the concurrence of the General Chairman.

### **Exercising Seniority to Pool**

- Q. When the Six (6) and Two (2) Work/Rest cycle is initially implemented, Trainmen will be assigned two (2) consecutive days off beginning with turn #1 which will be assigned Saturday/Sunday turn #2 will be assigned Sunday/Monday etc., until all Trainmen in the pool have been assigned off days.

Note: CMC will review the assigned off day schedule with the respective Local Chairman's input and this schedule will be bulletined at the location ten (10) days in advance of the implementation of this agreement.

- R. Trainmen entering the pool after the implementation date will be required to claim an open turn. If an open turn does not exist, they would then displace the junior Trainman and assume the conditions of that position. Trainmen will not be permitted to exercise seniority within the pool they are working.

### **Section 3 First-in, and First-out**

- A. 1. Employees in freight service will be called and run first-in and first-out of terminals, except where assigned to regular runs.
2. Pool crews standing at terminals will be determined in the order of their final off duty time.
- B. Trainmen working in unassigned pool freight service (on a first-in and first-out basis) who has been run around on line of road while operating/deadheading by another Trainman in the same pool will upon his arrival back at his home terminal be placed back or regain his same relative standing in that pool. The Trainman must notify the appropriate crew caller, within one (1) hour of the final off duty time of the name of the Trainman he is entitled to be marked ahead of. When the Trainman is given his turn in accordance with the information furnished, CSXT will not be penalized.

Note 1: Trainman not called in proper turn at their away-from-home terminal account insufficient rest will not be due additional payment, but will be sequenced in accordance with the provisions set forth in paragraph B. above.

## IV. YARD SERVICE

### ARTICLE 52 BASIC DAY AND OVERTIME IN YARD SERVICE

#### A. Basic Day

1. Eight (8) hours or less shall constitute a day's work. Time will begin when required to report for duty and end when relieved. Yard crew(s) will go on and off duty as a unit and will begin and end their tour of duty at the same time.

#### B. Regularly Assigned

1. All time worked in yard service, in excess of eight (8) hours during a single tour of duty shall be paid for as overtime on a minute basis at one and one-half (1½) times the hourly rate.
2. Except when changing off where it is the practice to work alternately days and nights for a certain period, working through two (2) shifts to change off; or where exercising seniority rights from one (1) assignment to another, all time worked in excess of eight (8) hours' continuous service in a twenty-four (24) hour period shall be paid for as overtime, on the minute basis, at one and one-half (1½) times the hourly rate.
3. Regularly assigned Yardmen required to double, or begin an additional shift, in Yard Service within a twenty-four (24) hour period of his assigned on duty time is entitled to time and one-half for that shift.
4. Regularly assigned Yardmen required to work an assignment other than his own which begins work following his regular starting time (Yardman reports for regular assignment and is held off to protect later assignment) is entitled to pay from the time his regular assignment is scheduled to begin work until released from duty.
5. Regularly assigned Yardmen required to work any shift during a 24-hour period which begins prior to his regular starting time is entitled to time and one-half for that shift.
6. In no case shall a regular assigned yardman used off his assignment for other (road or yard) service for any reason be paid less than he would have earned on his regular assignment.

#### C. Extra Yardmen

1. Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight (8) hours continuous service in a twenty four (24) hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

2. In the application of this rule, the following shall govern:
  - a. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this Section, shall not apply to employees paid road rates, but governed by yard rules).
  - b. Where an extra employee commences work on a second shift in a twenty-four (24) hour period he shall be paid at time and one-half for such second shift except when it is started 22 ½ to 24 hours from the starting time of the first shift. A twenty-four (24) hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

**D. Hostling Service**

Yard crews may perform Hostling Service without additional compensation.

- E. Yardmaster** - If a Yard Foreman (Conductor) performs any of the duties or assumes any of the responsibilities of a Yardmaster, he will be paid not less than two-thirds of one hour's pay in excess of the Foreman's rate.

**ARTICLE 53 CALL AND RELEASE**

If an extra yard man is called and relieved before he performs service other than to register, check bulletin book, get supplies, etc. he will be paid for all time on duty and in all such cases will be paid for at least four (4) hours and remain first out until fully rested.

**ARTICLE 54 OUTSIDE OF SWITCHING LIMITS**

- A. Yard Crews** - Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

1. Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to twenty-five (25) miles outside of switching limits.
2. Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

Note : For performing the service provided in 1 and 2 above, yard crews shall be paid miles or hours, whichever is greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to

employees whose seniority date in a craft covered by this Agreement precedes October 31, 1985 and is not subject to general or other wage increases.

- (3) Perform service to customers up to twenty (20) miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (4) Nothing in this Section will serve to prevent or affect in any way Company's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Section shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.

## **ARTICLE 55    RUNAROUND**

- A. The incidence of extra board runaround claims will be reviewed in the conferences established pursuant to Article 6 in this Agreement to identify and correct any systematic problems.
- B. There shall be no "chain" type payments and not more than one runaround payment for any particular assignment.

### **Section 1      Regularly Assigned**

When a regularly assigned Yardman is not used in his turn through no fault of his own, he will be paid the same amount as earned by the employee who was used on the job.

### **Section 2      Extra Board**

Yard extra board employees who are available and not called in the correct order ("runaround") in accordance with the procedures in this Agreement will be paid one half (1/2) of the basic day payment in addition to any other GEB earnings, and shall maintain their position on the extra board.

## **ARTICLE 56    WORK TRAINS – SELF PROPELLED MACHINES**

### **Yard Work Trains**

- A. When it is known that work trains will be worked for at least four (4) days a week or if worked extra for four (4) days during any week, the run will be listed consistent with Article 11 Electronic Bid System. Such assignments will not be subject to force assignment.
- B. Work trains within yard limits will receive yard rates of pay.

- C. Yard Trainmen used in work train service will be paid pro rata rate on a minute basis with a minimum of one (1) hour. This payment will be above all earnings made on that particular tour of duty.
- D. An extra Trainmen used in Yard Work Train Service will receive time and one half for a second tour of duty within 22½ hours and qualifies for all other provisions of the overtime and holiday Articles of this Agreement.

#### Questions and Answers

- Q-1: How will extra work train service, including hours of service relief service of work trains, be protected?  
A-1: Extra board Trainmen will be used for all work train service, including hours of service relief if a crew has to be called.
- Q-2: May work trains (road/yard) be used in revenue service?  
A-2: No, however if used to perform revenue service during their tour of duty, work train Trainman will be allowed a penalty day's pay in addition to their normal earnings, without deduction therefrom.
- Q-3: May a four (4) day work train work Monday, Wednesday, Friday and Sunday?  
A-3: No, the four (4) days must be consecutive.

### **Self Propelled Machines**

A yard conductor (Foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars.

## **ARTICLE 57 WORK WEEK**

### **Section 1 Assignment(s)**

- A. Yardmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as it is practicable, assignments shall be restricted to eight (8) hours' work. This section does not apply to non-conventional assignments such as but not limited to three and four day assignments advertised to work in excess of eight (8) hours as outlined in Section 4 of this Article.
- B. Yardmen held on duty and required to work more than thirty (30) minutes beyond the eight (8) hour tour of duty contemplated in the above paragraph, when working an assignment that is relieved by a crew on a like assignment on the next shift using the same engines, will be paid a basic day's pay above and beyond the earnings of their assignment. The crew on the next shift scheduled to relieve him must be available and ready to perform service when the Yardman reaches the designated relieving point. It should be understood that Supervisory Officers of CSXT have the obligation to relieve such Yardman when the Yardman's eight (8) hours expire while working or passing

within a reasonable walking distance of the designated point for going off duty and the relieving crew is available.

- C. When an extra yard assignment has been worked on three (3) consecutive days or any five (5) days out of seven (7) during a seven (7) day period beginning at 0001 on Tuesday through 2359 on the following Monday at the same starting time and same terminal, or within the eight hour period subsequent thereto and in the same assigned limits, a new assignment will be shown on that weeks' EBD for bid and claim in accordance with Article 11 Electronic Bid System.

## **Section 2 Starting Time**

- A. Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least forty-eight (48) hours' advance notice. Practices on individual roads as to handling of transfer crews are not affected by this Section 2.
- B. Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 0630 and 0800, the second shift 1430 and 1600, the third 2230 and 0000.
- C. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph B.
- D. Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 0630 and 1000 and the second not later than 2230.
- E. Where an independent assignment is worked regularly the starting time will be during one of the periods provided and consistent with Paragraphs B, D, or F.
- F. At points where only one yard crew is regularly employed, they can be started at any time subject to Paragraph A.
- G. Ten (10) percent of the yard assignments at each Terminal, with a minimum of one (1) may be assigned with starting times other than those outlined in this agreement. The General Chairman and the HDO may increase the percentage outlined herein by mutual agreement.
- H. Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

## **Section 3 Five-Day Work Week**

- A. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven (7) consecutive days starting with Saturday.



- B. 1. When service is required by the Company on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the forgoing manner. (This does not disturb rules or practices involving the use of emergency employees or unassigned employees). Where regular relief assignments are established, they shall, except as otherwise provided in this rule, have five (5) consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be protected from the territory allotted to a particular extra board.
  2. Where regular relief assignments cannot be established for five (5) consecutive days on the same shift within the time periods specified in the starting time rules, as provided in Paragraph B (1), such assignments may be established for five (5) consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be protected from the territory allotted to a particular extra board.
  3. After the starting times and days of service have been established, changes therein may be made only in accordance with schedule rules.
  4. The initial paragraph of the Yard Section providing for assignments of crews for a fixed period of time which shall be the same hours daily, will be relaxed only to the extent provided in Paragraphs B. (1) and (2) above.
- C. Regularly assigned and extra yard service employee(s) who work more than five (5) straight time shifts beginning at 0001 hours on Saturday and continuing through 2400 hours on Friday shall be paid one and one half time the basic straight time rate for such service.

#### **Section 4 Four Day & Three Day Work Rest Assignments**

The following will apply at locations where this Section 4 is implemented:

- A. Existing 5-day work-week rules in conflict with this agreement are suspended upon implementation of this understanding for the purpose of applying the following rules. Where 5-day work-week rules are not in conflict with this understanding, they shall remain in full force and effect. Employees working under the following rules will be considered as full-time employees and will retain all benefits and allowances related thereto.

### **Item 1 Cycles – Starting Times**

1. There will be two cycles created, designated “morning” and “evening”.
2. Assignment starting time in the “morning cycle” is between 0600 hours and 0900 hours.
3. Assignment starting time in the “evening cycle” is between 1800 hours and 2100 hours.
4. Starting times for all other jobs will remain within the calling cycle provided for in this Agreement.

### **Item 2 Assignments**

1. 4-day assignments work Monday through Thursday.
2. 3-day assignments work Friday through Sunday.

### **Item 3 Rest Days**

1. Four (4) day assignments will have Friday, Saturday and Sunday as rest days.
2. Three (3) day assignments will have Monday, Tuesday, Wednesday and Thursday as rest days.

### **Item 4 Shifts**

1. Four (4) day assignments are assigned to work four (4) ten (10) hour shifts.
2. Three (3) day assignments are assigned to work three (3) shifts up to twelve (12) hours.
3. Trainmen may be required to work twelve (12) hours a shift.

### **Item 5 Rates of Pay**

1. Four (4) day assignments will be paid a minimum of 10 hours straight time for each day worked and overtime will begin after 10 hours on duty.
2. Except as provided in paragraph 3 herein, three (3) day assignments will be paid a minimum of 13 hours and 20 minutes straight time for each day worked and overtime will begin after 12 hours on duty.
3. Employees assigned to three (3) day assignments and who mark off for non compensated reasons in the workweek, will be compensated for time worked on a daily basis at straight time rates, except when held off for company business.

**Item 6 Seniority Moves**

1. Trainmen taking an assignment in any class of service (extra board considered as an assignment) at points where this agreement is in effect, will be required to remain on such assignment for a period of fourteen (14) days.
2. Monday will be considered the start of the workweek for both four (4) day and three (3) day assignments.
3. These assignments can only be claimed at the start of a workweek.
4. Trainmen holding these assignments can only be displaced from these assignments on the last day of the workweek. (Sunday)

**Item 7 Extra Board Employees**

1. Extra board employees called to work either a three (3) or four (4) day assignment will be paid the rate of the assignment outlined in Item 5.

**Item 8 Personal Leave Days, (PLD) – Single Day Vacations (SDV)**

1. A Trainman assigned to either a three (3) or four (4) day assignment who takes a PLD or SDV during their workweek will be paid two (2) days pay at the basic yard rate.
2. PLD and SDV taken on off days by a Trainmen working under this agreement will continue to be paid eight (8) hours at the straight time yard rate.
3. PLD and SDV will continue to be credited for vacation purposes as current rules provide.

**Item 9 Weekly Vacation – Vacation Credits**

1. Trainmen/Yardmen covered under this agreement will receive no less than five (5) days of credit vacation qualifying for each full workweek of attendance. Vacation credits will be pro-rated on a daily basis for employees not working an entire workweek.
2. For the purpose of this agreement all vacation will start on Monday and end on Sunday.
3. All other vacation rules not in conflict with the intent of this agreement remain in effect.

## **Section 5      Advancing Traffic**

It is not intended to allow the use of a yard crew to advance a road train from inside the terminal to a location outside of yard limits for any purpose if road crews are available. If so used, a basic day's penalty at pro rata rate will be paid above and beyond all earnings of the assignment.

## **Section 6      Extra Boards**

- A. Yard extra boards shall be guaranteed as outlined herein and shall be regulated by the Company. Where guaranteed combination road/yard extra boards are established they will be governed by the Guaranteed Extra Board provisions for Road GEB's.
- B. Positions on yard guaranteed extra boards will be advertised with one (1) specified off day each week in accordance with applicable schedule rules.
- C. Guarantee extra boards will be weekly rated and each Yardman assigned to a GEB shall be eligible for the current applicable guarantee rate for the extra board, if applicable. Locations that have a bi-weekly rated rate will have such rate divided by two to determine the weekly rate. All compensation paid by the Company to Yardman while assigned to a GEB in a weekly period will be credited toward the guarantee, excluding personal automobile mileage allowances, company approved expenses and payments that involve an alleged violation of this Agreement, such as runarounds, etc.
- D. Extra board employees shall be used on a first-in first-out basis.
- E. An extra board employee who misses a call will maintain his position on the extra board and must remain off until the employee protecting the call completes the assignment.
- F.
  1. An extra board employee who marks off for any non compensated reason, will maintain his position on the extra board and if his position has become first out, it will remain first out until he reports and is called for service.
  2. Employees marking off for a compensated day or an assigned off day will be automatically marked up and placed to the bottom of the board at the expiration of that day(s).
  3. An extra board employee on other than an assigned scheduled rest day or compensated days such as PLD or daily vacation and who miss a call, or are unavailable to protect their turn when it is called will forfeit the weekly guarantee for that week.

Note 1: Local Union Officers marked off on Union Business, who fail to perform any service during the weekly period, will forfeit all guarantees for that weekly period. Local Chairmen and union officers (where appropriate) marking off on Union Business will otherwise only be charged 1/6<sup>th</sup> of the full weekly guarantee for each twenty-four (24) hour period (if their turn would have been called). Subject to the provisions of Article 26, C, Local Union Officers marked off on Union Business on Friday, Saturday, Sunday or Monday will

forfeit one half (1/2) of their guarantee for each day absent. Unusual circumstances will be addressed between the General Chairman and the HDO, or their designees.

Note 2: Yardmen marked off for military duty, will only be charged 1/6<sup>th</sup> of the full bi-weekly rate for each twenty-four (24) hour period. A Yardmen will not be penalized the one-half (1/2) offset against extra board guarantee when performing military service on the weekend (Friday, Saturday, Sunday or Monday). Proper documentation will be required when requested. A pro-rata offset of 1/6<sup>th</sup> will be assessed. Yardmen on extended military leave such as deployment or those re-called to full time military service will be handled in accordance with CSXT military leave policy.

Note 3: Yardmen observing a period of extended (48-hour or 72-hour) rest in order to comply with the Rail Safety Improvement Act (RSIA) will not as a result thereof have their guarantee reduced. However, in any bi-weekly pay period, all earnings that could be credited toward the guarantee (as identified in Item 1 of this Part G) that are in excess of the applicable guarantee during either week of the pay period, may be considered and applied in the calculation of that Yardmen's guarantee during the other week of the same bi-weekly pay period.

Example: A Yardman earns \$900.00 in the first week of a bi-weekly pay period and \$600.00 in the second week of the same bi-weekly pay period. The weekly guarantee is \$800.00. Thus, for calculation purposes only, the \$100.00 in excess of the guarantee that was earned in the first week will be added to the earnings in the second week, resulting in the guarantee due for the second week being reduced to \$100.00. The same earnings offset would be applied if the weekly earnings had been reversed (i.e., the \$100.00 offset would be rolled back to the first week's guarantee calculation.)

This earnings offset provision is for guarantee calculation purposes only, and applies only when an extra board employee observes an FRA mandated extended rest period. Application of the earnings offset is limited to each individual bi-weekly payroll period, and shall not be carried over to a subsequent payroll period. Any disputes as to the application of this provision shall be promptly referred to the Disputes Resolution Committee.

- G. An employee force assigned to an extra board position or displaced from an extra board position will be credited with a full day of availability for the day of assignment to or displacement from the extra board position.
- H. Extra yard jobs called outside the calling cycle identified in Section 2 of this Article will have their pay revert back to the last starting time of the previous shift. This paragraph will not affect Hours of Service provisions.

I. When there is a vacancy on a regularly assigned yard job, the vacancy will be filled as follows:

1. Switchman on the assignment stepped up to work as yard foreman; if none,
2. First-out employee on the yard extra board; if none,
3. Call from the Furlough Retention Board; if none,
4. Employees who are on their off day and have volunteered to protect service; if none,
5. If there is a need for an employee to work four hours or less, the work will be offered in seniority order to employees working in yard service (with the junior employee forced). In the application of this paragraph number 6, the Company will be held harmless with respect to any penalty claim. Alleged abuses of this provision will be reviewed by the DRC; if none,
6. The nearest supply point via highway miles.

Note: In the application of sub-paragraph I. 6. above, Trainman called to fulfill the provisions of Sub-paragraph 3. hereof will only be used on a tour of duty basis and these earnings will not be used against their guarantee.

#### QUESTIONS AND ANSWERS

Q-1: When will the specified off day begin and end?

A-1: The off day will be a calendar day (midnight to midnight), or a period of twenty-four (24) hours from the time relieved or time of return to the extra board location. The employee will first stand for a call at 0001 for 0200.

Q-2: Will an extra board employee be considered available for service on the day preceding his off day if the call for duty will result in the employee going on duty on his designated off day?

A-2: No. If the employee will not be on duty, or under pay, prior to midnight on the day preceding his off day, he will not be considered available for service. (i.e. if the employee is called for duty that begins prior to 0001 the employee must accept the call).

Q-3: May an employee waive or elect not to take the assigned off day?

A-3: No.

Q-4: If an employee marks off prior to the beginning of his off day, and marks up at the end of his off day or later, where will he be placed on the board?

A-4: He will retain his position on the board and if his position has become first out, it will remain first out until he reports and is called for service.

Q-5: May a yard extra board employee move to another extra board position with a different off day?

A-5: Yes, in accordance with EBS.

Q-6: What is the off day for a position being added to the bottom of the board?

A-6: It will be determined by the Company.

Q-7: Are yard extra board employees who have worked five (5) straight-time days in a week required to remain available?

- A-7: Yes, employees shall be called in order of their standing on the board, except on their off days.
- Q-8: If an employee in yard service is on the extra board for three (3) days and is on vacation the rest of the pay period, how will he be treated for guarantee purposes?
- A-8: His guarantee will be computed by multiplying the number of days he was available on the board times the amount specified in the Agreement for prorating the guarantee of an employee who is not on the board for the full period.
- Q-9: If an employee on an extra board marks off, but marks back up before his turn is called, will this affect his guarantee?
- A-9: No. If the time he was off does not cause him to miss a call for service, there is no penalty.
- Q-10: Will holiday pay and personal leave day pay be included in computing an employee's earnings for the pay period?
- A-10: Yes, because employees absent for these reasons are still considered "available" for calculation of extra board guarantee.

## **Section 7 Meal Period**

- A. Yard crews will be allowed twenty (20) minutes for lunch between 4.5 and 6 hours after starting work without deduction in pay.
- B. Yard crews will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefore.
- C. Yardmen will be allowed a reasonable period of time and in no event less than twenty (20) minutes for a second lunch period when they are required to work in excess of five hours and forty minutes after the expiration of the first lunch period, without deduction in pay.
- D. Yardmen not granted a lunch period in accordance with Paragraph A. will be allowed twenty (20) minutes at pro rata rate in addition to their other earnings. Yardmen not granted, their second lunch period in accordance with Paragraph B above will be allowed twenty (20) minutes at the overtime rate in addition to their other earnings. Yardmen paid such penalty will still be allowed not less than twenty (20) minutes in which to eat without deduction in pay before being relieved.
- E. The time for meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.
- F. If a Yardmen is not provided an opportunity to take lunch where sanitary facilities and utilities are available, but is required to remain on the locomotive for lunch he will not be considered as having properly taken lunch under this rule, and payments described in this Article will be paid.
- G. Yardmen not tied up for lunch at a location within reasonable walking distance to an on/off duty location or at another location where sanitary facilities and utilities are

available such employees will be provided “suitable transportation” to such location, where circumstances permit.

**ARTICLE 58 YARD TERMINALS**

The following are recognized yard points on the former territories:

**Section 1 Terminals**

Former AWP	Former C&O	Former LN & NC&StL	Former SCL
Montgomery Atlanta	<p><b><u>District 1:</u></b> Newport News Richmond Gladstone Charlottesville</p> <p><b><u>District 2:</u></b> Lynchburg Clifton Forge Covington</p> <p><b><u>District 3:</u></b> Hinton Quinnimont Rainelle Raleigh Handley</p> <p><b><u>District 4:</u></b> Elk Run Jct South Charleston Danville Peach Creek Huntington Russell Paintsville Martin Shelby</p> <p><b><u>District 5:</u></b> Cincinnati</p>	<p>*currently no yard jobs</p> <p><b><u>Consolidated Alabama</u></b> Birmingham Decatur Montgomery Flomaton * Mobile New Orleans Pensacola</p> <p><b><u>Consolidated Tennessee</u></b> Memphis Jackson Bruceton * Nashville Chattanooga Bowling Green Etowah Knoxville Erwin Kingsport Johnson City * Spartanburg *</p> <p><b><u>Consolidated Kentucky</u></b> Evansville Atkinson * Guthrie * Owensboro Louisville Ravenna * Hazard * Corbin Loyall *</p>	<p><b><u>District 1:</u></b> Charlotte Fayetteville Hamlet Hopewell Richmond Rocky Mount Wilmington</p> <p><b><u>District 2:</u></b> Athens Atlanta Augusta Bainbridge Brunswick Charleston Columbia Dothan Florence Greenwood Jacksonville Manchester-LaGrange Savannah Tallahassee</p> <p><b><u>District 3:</u></b> Lakeland Miami Tampa Thomasville Waycross</p>



## **Section 2      Switching Limits**

- A. 1. Except as provided in Paragraph B. hereof, where the Company does not have the right to change existing switching limits where yard crews are employed and considers it advisable to change the limits, it shall give notice in writing to the General Chairman of such intention, whereupon the Company and the General Chairman shall, within thirty (30) days, endeavor to negotiate an understanding.
  - 2. In the event the Company and the General Chairman cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty (60) days following date of last conference. The decision of the Arbitration Board will be made within thirty (30) days thereafter. The award of Board shall be final and binding upon the parties and shall become effective thereafter upon seven (7) days' notice by the Company.
- B. This Article shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

## V. MORATORIUM PROVISIONS

- A. 1. The purpose of this December 18, 2009 Consolidated Southern Region Agreement #4-037-09, is to fix the general level of compensation and working conditions through December 31, 2014 and thereafter until changed or modified in accordance with this Paragraph A or the Railway Labor Act, as amended.
2. In the event the conditions of paragraph D. 2 are not fulfilled, the parties shall not serve nor progress prior to November 1, 2014 (not to become effective before January 1, 2015) any notice or proposal for changing any matter contained in this Agreement or any notice or proposal which might properly have been served pursuant to Section 6 of the Railway Labor Act. The parties agree to confine notices or proposals served pursuant to this Paragraph A.2. to a maximum of five working condition changes by each party. This Paragraph shall not bar the handling of Notices or proposals covering Health and Welfare Plans as contemplated by paragraph B, below.
- B. The parties shall grant their powers of attorney to their representatives at the National Level for handling any changes to the Health and Welfare plans on and after January 1, 2010 and shall be bound by the terms of the Health and Welfare provisions of future UTU/NCCC National Agreements unless and until agreed otherwise by the parties.
- C. The parties recognize that this Consolidated Southern Region Agreement replaces any and all existing property Agreements. The parties acknowledge that this Consolidated Southern Region Agreement also replaces any and all local agreements, past practices and arbitral jurisprudence that are in conflict unless otherwise agreed or as provided for in Side Letter 9. Local agreements not in conflict with the provisions of this Agreement will remain in effect subject to review by CSXT. Should CSXT determine any local agreement to be in conflict, CSXT will advise the appropriate General Chairman by providing a thirty (30) day notice of cancellation. Specific provisions of any agreement recognized as conflicting with or being inconsistent with the provisions of this Agreement will be set aside in favor of the provisions of this Agreement. Disputes arising from this paragraph will be referred to the DRC.

Conflicts between the provisions of this Single System Agreement and National agreements will be resolved in favor of this UTU Southern Region Consolidated Agreement.

- D. 1. The parties shall commence voluntary negotiations and exchange proposals covering wages, the Performance Bonus Program, the IPA, and any desired changes to working conditions, no later than March 1, 2014. The Agreement covering these proposals including any required ratification shall be completed no later than October 1, 2014, unless this deadline is extended by mutual agreement of both parties.

2. Should the parties fail to reach an Agreement under Paragraph D. 1. above, the following will apply:
  - a) The Trainmen's participation in the Performance Bonus Plan will be terminated effective December 31, 2014. Any performance bonus payment for the year 2014 will be made no later than March 1, 2015.
  - b) The IPA program and the DDO provisions shall also be eliminated effective December 31, 2014.
  - c) Effective January 1, 2015 all standard basic daily rates of pay for Trainmen subject to Agreements between CSXT and the United Transportation Union shall be increased by taking the rates of pay in effect on December 31, 2009 and applying all subsequent General Wage Increases resulting from UTU National Agreements prior to or on January 1, 2015.
- E. This Section will not bar Management and the Organization from agreeing upon any subject of mutual interest.
- F. The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation. Any typographical errors or misunderstandings in conflict with the intent of the parties will be resolved in good faith through the Disputes Resolution Committee.
- G. If any Article of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.
- H. This agreement shall be effective on the date signed and shall remain in effect until changed or modified pursuant to Section V of this Agreement or in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT JACKSONVILLE, FLORIDA THIS 13<sup>th</sup> day of January, 2010.

For CSX Transportation, Inc.

For the United Transportation Union

*MWB*

*JCH*

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Myron W. Becker,  
Director Labor Relations  
Southern Region

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John C. Hancock, General Chairman  
Former SCL - UTU

*JLM*

*RAP*

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James L. Mosley  
Manager, Labor Relations

---

Randy A. Pullen, General Chairman  
Former A&WP - UTU

*JRT*

---

Jim R. Townsend, General Chairman  
Former C&O - UTU

*JRW*

---

J. R. Willis, General Chairman  
Former LN & NC&StL - UTU

**APPROVED:** CSX Transportation, Inc.

**APPROVED:** United Transportation Union

*RK*

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David Ingoldsby  
Assistant Vice President – Labor Relations

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Robert Kerley  
Vice President UTU

**APPROVED:** CSX Transportation, Inc.

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Stephen Crable  
Vice President – Labor Relations



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Director- Labor Relations

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## **Attachment A. 1. Direct Hire Agreement**

(Original Agreement Reproduced Herein)

This refers to our discussions concerning direct hire and training of new-hire conductors by CSXT and in recognizing our mutual interest of producing the highest quality of conductor possible the parties have agreed the following:

Article IV of the November 6, 2003 National Agreement provided in part that coverage under the NRC/UTU Health & Welfare Plan for employees would commence on the first day of the fourth calendar month after the employee first performed the requisite amount of compensated service covered by their respective CSXT UTU Agreements.

This will confirm that effective January 1, 2008, Article IV of the NRC/UTU Health & Welfare Plan is modified for CSXT employees represented by UTU so as to provide that such coverage (including all other H&W plans included under the National Health and Welfare umbrella) will commence the first day of the thirteenth (13<sup>th</sup>) calendar month from the date the new employee starts the training program at the CSXT REDI Center. Alternate coverage (included as Attachment 1) will be provided in the first twelve months of compensated service through the carrier's unilateral "CSXT Medical Care Plan for New Hire T&E Employees". The parties recognize that the Carrier will provide ten (10) days advance notice to the Union to implement this agreement prior to January 1, 2008.

In order to make this feasible and economically viable, we propose the following amendments to existing CSXT – UTU on property training agreements.

1. Individuals selected for employment as conductor trainees would receive \$500.00 per week (*07/01/2007 - COLA adjusted - \$510.40*) during six (6) weeks of Phase I classroom training (based upon five (5) days of classroom instruction). All classroom training would take place at the Carrier's REDI Center in Atlanta, Georgia.
2. Conductor trainees engaged in Phase II training on the physical characteristics of the territory would receive \$600.00 per week (*07/01/2007 - COLA adjusted - \$612.48*) based upon six (6) days of field training. As you are aware, the length of field training varies depending on the particular location where training occurs.

Note: The weekly rates referred to in sub-paragraph's 1. and 2. herein are subject to applicable future GWI increases and will be applied in the manner agreed to

between the National Carriers Conference and the United Transportation Union during this round of national bargaining.

3. Conductors who successfully complete all required training would receive a lump sum payment of \$3,000.00 (less all applicable deductions) upon their first anniversary of promotion. This would be contingent upon the conductor not having sustained a reportable FRA injury, and receiving no formal discipline under IDPAP or the Attendance Policy.
4. Conductors would additionally receive a lump sum payment of \$2,000.00 (less all applicable deductions) upon their second anniversary of promotion. This would be contingent upon the conductor not having sustained a reportable FRA injury, and receiving no formal discipline under IDPAP or the Attendance Policy.

Note 1: Conductors governed by the SCL Agreement who meet the eligibility criteria outlined in sub-paragraph's 3. and 4. above, will receive such lump sum payments in the form of a deposit to their CSXT Capital Builder 401K Plan. Conductors referred to herein who have not established a CSXT Capital Builder 401K Plan will have one created on their behalf, in their name, for the purpose outlined herein.

Note 2: The application of Note 1 herein will be applied to employees governed by other collective agreements upon ten (10) days written notice from the respective General Chairman to the Director Labor Relations (HDO).

5. a) In the application of paragraph's 3 and 4 herein if a conductor does not qualify on his first conductor anniversary for the lump sum payment of \$3,000.00, he cannot qualify on his second conductor's anniversary for the \$2,000.00 lump sum payment. That is, the only way he would be eligible to receive the second lump sum payment, is if he has been paid the first.
- b) Additionally, a conductor will not be disqualified from receiving the lump sum payments for sustaining an FRA reportable injury, unless the injury is associated with a rule violation for which the conductor is charged and found at fault. Although attendance at an IRC or informal/coaching counseling sessions would not disqualify an employee from achieving the bonus as described in paragraph's 3 and 4 herein, attending a Time Out session would.
6. To provide a more equitable method of evaluating the candidates in this program, the sixty (60) calendar days "probationary period" would commence upon the date of the conductor's promotion.
7. Trainees will be given three (3) opportunities to pass the final examination at the end of Phase II training with a minimum of ten (10) days between each examination. If the trainee fails to pass he/she will be closed out of service.
8. The provisions of the on property training agreement not changed by this understanding remain in effect.

## **Attachment A. 2. Direct Hire Medical Care Plan**

(Original Agreement Reproduced Herein)

The parties recognize the current downturn in economic conditions has contributed to the furlough of employees hired in 2008 under the terms and conditions of the September 18, 2007 Direct Hire Agreement [DHA]. The Organization and the Company recognize the value of retaining furloughed employees and have agreed to the following health and welfare enhancements in addition to those provided for in the CSXT Medical Care Plan for New Hire T&E employees:

This will confirm that the parties agree to amend that portion of the September 18, 2007 Direct Hire Agreement addressing health care benefits, as follows:

1. Furloughed employees, who at the time of furlough have attained at least four (4) months and one (1) day of service with CSXT, will be provided CSXT Medical Care Plan coverage for New Hire T&E employees for a period of four (4) months coincidental with the effective date of this agreement.
2. Upon recall to active service employees outlined in paragraph 1 above will be required to fulfill the remainder of the original twelve (12) month term of cumulated compensated service under the CSXT Medical Care Plan for New Hire T&E employees and all other conditions outlined in the September 18, 2007 Direct Hire Agreement. Additionally, recalled employees will remain under the CSXT Medical Care Plan for New Hire T&E for an additional twelve months of cumulative compensated service measured from the first day of the month following the twelfth month of the original term. Once the foregoing terms and conditions are fulfilled, employees will be transferred to the NRC/UTU National Health and Welfare Plan and will be governed by the conditions therein.
3. In the event employees referred to in paragraph 2 above are subsequently furloughed while covered under the CSXT Medical Care Plan for New Hire T&E employees, they will be provided:
  - a) An additional four (4) months of CSXT Medical Care Plan coverage for New Hire T&E commencing with the first day of the month following the month in which they last rendered compensated service; and,
  - b) Continuous sickness coverage for Employee & Dependents – but only for injuries and/or sicknesses (or pregnancies) that commenced while the employee was covered under the CSXT Medical Care Plan for New Hire T&E employees until up to and including the end of the twelfth (12<sup>th</sup>) month following the last date compensated service has been rendered and /or the plan maximum has been met. Upon request, employees will be required to provide documentation to support their claim.

Note: The terms and conditions of paragraphs a) & b) above will be added to and amend the terms and conditions of coverage provided for in the CSXT Medical Care Plan for New Hire T&E for employees hired subsequent to the date of this agreement.
4. Upon request, employees participating in the CSXT Medical Care Plan for New Hire T&E and the enhanced coverage outlined herein will be required to provide proof of dependent eligibility.

5. In the event either CSXT or the UTU cancel participation in the Direct Hire Agreement dated September 18, 2007, or this Memorandum of Agreement, the coverage referred to herein will cease effective with the date of cancellation.
6. Unless otherwise provided for, it is understood that the terms and conditions provided for herein are limited to those employees who meet the eligibility criteria and who were hired by CSXT in 2008.

The following illustration is intended to provide an overview of this agreement:

<p><b>Employee Obligation:</b></p>	<ol style="list-style-type: none"> <li>1. Upon recall <u>must fulfill</u> original twelve (12) month obligation under the CSXT Medical Care Plan for New Hire T&amp;E.</li> <li>2. In addition – employee remains under CSXT Medical Care Plan for New Hire T&amp;E for <u>an additional twelve (12) months</u> of cumulative compensated service [CCS].</li> </ol> <p>Example: Employee was under the CSXT Medical Care Plan for New Hire T&amp;E for six (6) months when furloughed – this employee will continue coverage in this Plan for the remaining six (6) months + an additional twelve (12) months of service. It is recognized that this will vary by employee but the avg. is approx. six (6) months remaining under the original plan.</p> <p style="text-align: center;">6 - original months ( +/-) of CCS  <u>12</u> - additional months of CCS  18 - months of service in total</p>
<p><b>CSXT Obligation</b></p>	
<p><b>To employees <u>currently</u> furloughed:</b></p>	<ol style="list-style-type: none"> <li>1. Effective with the date of this agreement four (4) months of CSXT Medical Care Plan for New Hire T&amp;E coverage – furloughed employees must have four (4) months + one (1) day of active service to qualify.</li> <li>2. No continuous sickness coverage benefits.</li> </ol>
<p><b>Recalled to work:</b></p>	<p>Employee remains enrolled in the CSXT Medical Care Plan for New Hire T&amp;E until their obligation to the plan is fulfilled; once fulfilled the employee will be transferred to the National H&amp;W Plan.</p>
<p><b>If subsequently furloughed prior to fulfilling DHA obligation:</b></p>	<ol style="list-style-type: none"> <li>1. Four (4) months of CSXT Medical Care Plan for New Hire T&amp;E coverage will be provided commencing with the first day of the month following the last date compensated service has been rendered.</li> <li>2. Continuous sickness coverage – subjection to the terms and conditions outlined in paragraph 3.a) &amp; b) of this agreement.</li> </ol>
<p><b>When employee remains furloughed at the end of the 12<sup>th</sup> month, what happens with their sickness benefits:</b></p>	<p>Coverage ceases.</p>



### **Attachment A. 3. Direct Hire Bonus Payment Understanding**

(Original Agreement Reproduced Herein)

During our discussions that culminated in the September 18, 2007 letter of understanding referred to as the "Direct Hire Agreement", the parties discussed the intent and application of the bonus payments provided for in Paragraph's 3 and 4 of that Agreement, moreover that the application of "cumulative compensated service" (CCS) be applied with respect to these bonus payments. The purpose of this letter is to clarify the intent and application of our discussions as to when these payments are made.

Recently the following question has been raised:

**Question:** In the event an employee is furloughed prior to attaining the requisite twelve (12) month's of cumulative compensated service, is the employee eligible for payment of the bonus after a period of twelve months has expired?

**Answer:** It was the intent of the parties that employees will only be eligible for the bonus payment upon rendering twelve months of cumulative compensated service. In this regard if an employee is furloughed prior to attaining the prerequisite twelve (12) months of compensated service, the number of months worked prior to furlough will be added to the number of months worked after recall to service and upon attaining twelve (12) months of compensated service the employee will then be eligible for payment of the bonus subject to the conditions contained therein.

I trust the foregoing clarifies our understanding on the above issue.

## **Attachment B Interdivisional Questions And Answers**

The Following Questions And Answers Constitute Agreed-Upon Interpretations Of Attachment “A” – Labor Protective Conditions:

- Q1. Must a “Displaced employee” exercises his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance?
- A1. Not necessarily. However, a “displaced employee” failing to do so will be treated for purposes of the guarantee as occupying an available higher paying position subject to application of the one-for-one principle.
- Q2. Is an employee hired after the effective date of the transaction eligible for protection under this agreement under any circumstances?
- A2. Yes, provided subsequent action taken by the Company, pursuant to the Agreement, results in such employee attaining status as a “displaced employee” or a “Dismissed employee”.
- Q3. A job is available to more than one protected employee with higher earnings than any of their guarantees. Will the earnings of the higher assignment be charged against the guarantees of all such employees?
- A3. No. The one-for-one principle applies in that no more than one protected employee will be treated at any one time as occupying a higher rated position held by a junior employee.
- Q4. An employee performs service as an Extra Yardmaster, both prior to and subsequent to the effective date of the transaction. How will such service be computed?
- A4. (1) Such service and time prior to the transaction shall be included in the test-period computations.
- (2) Compensation for such service and time paid for subsequent to the transaction shall be applied against the test period guarantee.
- Q5. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under the Agreement?
- A5. No, provided it can be shown that “such employee” is placed in a worse position with respect to his compensation.
- Q6. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900 - \$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?
- A6. None, subject to the one-for-one principle
- Q7. Employee Jones’ guarantee is \$1,850 per month, and he claims a job with posted earnings of \$1,850 - \$1,900 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,900 - \$1,950 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which smith is assigned be charged against Jones?
- A7. No. Jones fulfilled his obligation by exercising seniority to an assignment with earnings equal to or exceeding his guarantee. Providing Jones has fulfilled all his obligations he will be due \$50.

## EXAMPLE

Jones is senior to Smith and their respective test period monthly components are as follows:

(Jones)	Monthly earnings average	\$1,600.00
	Monthly guarantee average	\$1,800.00
	Monthly posted average	\$1,850.00 - \$1,900.00
(Smith)	Monthly earnings average	\$1,550.00
	Monthly guarantee average	\$1,700.00
	Monthly posted average	\$1,900.00 - \$1,950.00

- Q8. Jones was available for service the entire month and earned \$1,680. What compensation would be due Jones?
- A8. The \$1,680 he earned.
- Q9. Jones was available for service the entire month and earned \$1,575. What compensation would be due Jones?
- A9. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings guarantee.
- Q10. Jones marked off two (2) days (his assignment worked on each of the two days) during the month he earned \$1,575. What compensation is due Jones?
- A10. His is only due \$1,575, his actual earnings, as he was not available for service equivalent to his test period monthly guarantee. The lost earnings from the two days deducted from his monthly guarantee would be less than his actual earnings. He would be entitled to his actual earnings only.
- Q11. May an employee called and used as an emergency conductor or employee, as the case may be, be charged with a loss of earnings on his regular assignment or with higher earnings on other assignments account of being so used?
- A11. No, as he is protecting his seniority as a conductor or an employee in accordance with the requirements of the applicable Agreement.
- Q12. How is weekly vacation pay treated in computing guarantees under this Agreement?
- A12. Compensation for vacation during a calendar month is treated for the purposes of the guarantee, the same as any other compensation and creditable to that month. Thus if a vacation falls entirely within one month, the compensation shall be treated as all other compensation and creditable to that month. However, when vacation commences in one month and ends in another, the vacation compensation will be proportioned between the months (1/7 of the week's compensation for each day on vacation) in accordance with the number of vacation days falling in each month.
- Q13. In computing monthly guarantees, may a protected employee be charged with voluntary absences when directed or summoned by the Company to attend investigation, court, rules classes, etc.?
- A13. No, provided such loss of time is necessary in order to reasonably comply with such directive or instructions.

- Q14. If an employee elects to accept the protective conditions of this Agreement while otherwise eligible for protection under a former protective arrangement or agreement will such employee resume protection under the former agreement at the expiration of the protective period under this Agreement?
- A14. Yes, provided protection under the former agreement has not been exhausted or expired.
- Q15. What is the meaning of “change in residence”?
- A15. A “change in residence” as referred to in the Agreement shall only be considered “required” if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee’s point of employment at the time affected, and the normal reporting point if farther from the employee’s residence than his former point of employment.
- Q16. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?
- A16. No, since the potential earnings of the job were not posted, Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q. and A. No. 1.
- Q17. How soon after the end of the month in which an employee is entitled to a protection allowance must he file a claim for such allowance?
- A17. Within 60 days following end of such month. However, the employee need not file a claim until after being advised by the Company of his “average monthly compensation.”
- Q18. When does an employee have to make the election of benefits, under Section 10 of Article XIII?
- A18. Within 10 days of the date the employee receives notification from the Company that as a “Displaced Employee or a Dismissed Employee”, he has been placed in a worse position with respect to his compensation as a result of the implementation. It is understood such employee will be provided his “Test Period Average before an election must be made.

## Attachment C

## Crew Consist - Reserve Status

- A. Existing crew consist provisions in each property agreement remain, except that effective with the implementation date of this agreement, the Company has the right to operate or advertise any assignment and/or train with the single consist of a conductor. The company may assign more than one employee to any crew.
- B. The parties agree to codify the existing crew consist agreements within six (6) months of the implementation of this agreement.
- C. With regard to Productivity and Special Allowance Funds as provided for in CSXT Labor Agreements 4-86-(a)-92, 4-86-(b)-92, 4-011-92, 4-026-94 and 4-087-93 it is understood that if the Company determines that it has a surplus of employees to meet its customer service needs it may re-advertise the conditions of this Attachment to apply until the terms and conditions are fulfilled.
- D. 1. At the Company's discretion, the opportunity may be offered for active crew consist protected employees to apply to be placed into reserve status. The bulletin will be posted for fifteen (15) days advertising the number of reserve status opportunities available at locations referred to in the bulletin. The employee's application must be received by the Company within seven (7) days after the closing date of the bulletin to be considered eligible for the provisions outlined herein. All applications will be irrevocable and employees will be advised in writing by the Company of the effective date they will be placed in reserve status. It is understood that placement to reserve status will be subject to the Company fulfilling its manpower needs at the employee's location; and the Company will determine when the applicants may be placed in this status. When applying, employees will be required to attach a copy of their RRB "BA6 confirmation form" with their application to the bulletin in order to be considered.

Note 1: The Company will initially accept forty eight (48) applicants from the former LN and NC&STL when bulletins are issued advertising the above opportunities.

Note 2: When opportunities are offered to active crew consist protected employees on the former AWP, C&O and SCL they will be advertised in accordance with the above principles.

- 2. Eligible Crew Consist Protected applicants will be advised in the order of their seniority standing, in seniority order at the location, of the effective date they will be placed in reserve status.
- 3. Employees in reserve status will be considered active employees for the purpose of Health and Welfare benefits only. Vacation or personal leave entitlements credited to the employee prior to pre-retirement status will still be payable.

4. Compensation in reserve status will be based upon employees entitlement to crew consist productivity and special allowance buyout provisions listed in Section C, divided by the number of months until the employee is eligible for retirement in accordance with RRB regulations and health and welfare coverage under policy GA-46000. Their monthly compensation will not continue beyond the maximum number of months the eligible employee receives payment under this paragraph. Unused vacation or personal leave may be added and used to determine the monthly compensation figure.
5. The employee may elect to have his monthly compensation reduced from the above calculation with the remainder of his crew consist entitlement paid, less all applicable deductions, upon his retirement, death, or resignation as provided in the applicable crew consist Agreement.

Note: The Company will provide the appropriate forms to make the elections provided in Sections 4 and 5.

6. Employees in reserve status shall continue to be responsible for standard payroll deductions including federal income taxes, Railroad Retirement taxes, union dues deduction; and health and welfare cost contribution. The company shall continue to be responsible for their share of Railroad Retirement taxes and Health and Welfare payments.
7. Full time Union officers who are crew consist protected will be considered active employees under this agreement and will be placed into reserve status upon application and approval by the Company.
8. Once assigned to reserve status, employees cannot be required to return to service by the company.
9. Employees in reserve status may engage in outside employment without offset in their compensation or benefits.
10. Time spent in reserve status will not count as qualifying time for contributions toward the employee's 401(K) account.
11. Should an employee apply for and receive a Railroad Retirement disability annuity while in reserve status his monthly compensation under this agreement will cease, and the remainder of his entitlement will be payable in a lump sum less all applicable deductions. In the event of death, resignation, dismissal or retirement any remaining funds will be payable in a lump sum less all applicable deductions. In the event an employee in reserve status dies prior to his retirement under this provision his remaining unpaid entitlement will be paid to his estate or beneficiary.
12. As provided for in paragraph A of this Attachment, on the effective date of this agreement protected employees will only exercise seniority to a must fill or conductor/foreman position(s) or additional positions assigned at the Company's discretion.

13. An employee in reserve status will be subject to the Company's discipline policy.

I Concur:

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J. C. Hancock, General Chairman  
United Transportation Union

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M. W. Becker, Director Labor Relations  
CSX Transportation, Inc.

I Concur:

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R. A. Pullen, General Chairman  
United Transportation Union

I Concur:

---

Jim R. Townsend, General Chairman  
United Transportation Union

I Concur:

---

J. R. Willis, General Chairman  
United Transportation Union

**Side Letter 1 AWP**



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Dear Mr. Pullen,

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement No. 4-037-09 concerning the travel allowance provided for in Article 37 - Road Switchers of the former AWP Schedule Agreement revised effective September 15, 1982.

- A. We agreed that the travel allowance provided to Road Switcher assignments as provided for in Article 37 Travel Allowance of the former AWP Schedule Agreement will continue to be applied as provided for therein.
- B. Additionally, it was agreed that at the request of the UTU General Chairman with jurisdiction, the Company will review if it is feasible to operate one through freight train with the home terminal at Atlanta and the away from home terminal at Montgomery, provided this can be done without adversely impacting the operation and without additional cost to the Company. It is also understood the Company will not be subject to claims if the service cannot be met in a manner that meets this criteria.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

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Myron W. Becker,  
Director Labor Relations  
Southern Region

---

Randy A. Pullen, General Chairman  
Former A&WP - UTU



## Side Letter 2 Coordination Notice



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. J. C. Hancock, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive - Suite 104  
Jacksonville, FL 32257

Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Gentlemen:

This confirms that the Company's coordination notice dated July 15, 2008 - file #4-002-08 will be withdrawn in writing, upon receipt of your letter advising the Company that the tentative agreement dated January 13, 2010, has been ratified by your membership.

Yours truly,

Myron W. Becker,  
Director Labor Relations  
Southern Region

## Side Letter 3 EBS Implementation



Myron W. Becker  
Director-Labor Relations

Writer's Direct Contact Information:  
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January 13, 2010

Mr. J. C. Hancock, General Chairman  
United Transportation Union - Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL  
32257

Mr. J. R. Townsend, General Chairman  
United Transportation Union  
1319 Chestnut Street  
Kenova, West Virginia 25530

Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Mr. J. R. Willis, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

Gentlemen:

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement No. 4-037-09 concerning the significant programming requirements that will have to be made to comply with the provisions outlined in Article 11 Electronic Bid System. In this regard the parties have agreed to temporarily modify and/or defer the provisions provided for in Article 30, Section 1 – Meals and Section 2 – Held Away, until EBS is implemented in compliance with Article 11.

The Company anticipates that EBS will be fully implemented prior to the end of 2010, barring any unforeseen programming issues and will provide your office with monthly updates as to the status of the programming. Additionally it is expected that from time to time the Company will require the assistance of Local Chairmen to ensure that the programming of the Electronic Bid System reflects the jurisdictional territories of each location. As a result the Company looks forward to their assistance and cooperation that will facilitate the programming required.

Once the programming has been completed, the Company will advise your office of the date EBS will be implemented and the date the provisions of Article 30, Section 1 and Section 2 will be applied as provided for in the Agreement.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

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Myron W. Becker,  
Director Labor Relations  
Southern Region

---

John C. Hancock, General Chairman  
Former SCL - UTU

---

Randy A. Pullen, General Chairman  
Former A&WP - UTU

---

Jim R. Townsend, General Chairman  
Former C&O - UTU

---

J. R. Willis, General Chairman  
Former LN & NC&StL - UTU

## Side Letter 4 Payroll Simplification



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. J. C. Hancock, General Chairman  
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Mr. J. R. Townsend, General Chairman  
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Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Mr. J. R. Willis, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

Gentlemen:

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement No. 4-037-09 concerning and our mutual objective to simplify the current UTU Southern Region payroll by specifically addressing Payroll Simplification based on a review of all inclusive trip rate, frozen rated trip rate elements, consolidation of compensation for arbitraries and specified payroll concodes, extra boards and possible standardization of extra board guarantees and such other items as the parties may identify.

In order to accomplish this goal, we have agreed to conduct four (4) meetings that will commence within sixty (60) days after the implementation date of this agreement at a location(s) that is mutually convenient to both parties, so that this initiative will be finalized by July 15, 2010.

We are also amenable to continue with our recent success in utilizing mediation assistance of the NMB to facilitate an agreement between the parties around the principles referenced in paragraph one. We are also agreeable to utilize a mediation / arbitration process in an effort to put finality to this joint objective. To facilitate this process, the Company is willing to meet with you within the next sixty (60) days to reach an understanding on the mediation / arbitration process to establish parameters for any decision that may be reached.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

---

Myron W. Becker,  
Director Labor Relations  
Southern Region

---

John C. Hancock, General Chairman  
Former SCL - UTU

---

Randy A. Pullen, General Chairman  
Former A&WP - UTU

---

Jim R. Townsend, General Chairman  
Former C&O - UTU

---

J. R. Willis, General Chairman  
Former LN & NC&StL - UTU

## Side Letter 5 Health and Welfare COLA Adjustment



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. J. C. Hancock, General Chairman  
United Transportation Union - Suite 104  
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Mr. J. R. Townsend, General Chairman  
United Transportation Union  
1319 Chestnut Street  
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Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Mr. J. R. Willis, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

Gentlemen:

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement No. 4-037-09 concerning employees subject to the applicable Health and Welfare Employee Cost Share adjustments outlined in the current Plan and the UTU National Mediation Agreement, Case No – A 13369 Article IV. with the exception that Trainmen subject to the provisions outlined in Attachment A and Attachment B (Direct Hire Agreement).

This will confirm that the Company is agreeable to delay recovery of the increase in cost share based on any COLA Adjustment offset provided for in the UTU National Mediation Agreement, Case No – A 13369 Article IV, until the upcoming UTU National negotiations are finalized. Once the negotiations are finalized the recovery will be made from either the first subsequent payment provided for in Article 5, Section 1 Bonus or Article 5, Section 3 Lump Sum of the tentative Consolidated Southern Region Agreement.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

---

Myron W. Becker,  
Director Labor Relations  
Southern Region

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John C. Hancock, General Chairman  
Former SCL - UTU

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Randy A. Pullen, General Chairman  
Former A&WP - UTU

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Jim R. Townsend, General Chairman  
Former C&O - UTU

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J. R. Willis, General Chairman  
Former LN & NC&StL - UTU

## Side Letter 6 Recognition of Perfect Attendance



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. J. C. Hancock, General Chairman  
United Transportation Union - Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL  
32257

Mr. J. R. Townsend, General Chairman  
United Transportation Union  
1319 Chestnut Street  
Kenova, West Virginia 25530

Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Mr. J. R. Willis, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

Gentlemen:

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement CSXT Labor Agreement No. 4-037-09 concerning employees who may require time off for urgent family matters or medical issues.

During our discussions the Union raised the concerns that there may be times when Trainmen who have met the criteria for a Demand Day Off (DDO) in the previous quarter and have already used their DDO and subsequently may require additional time off for urgent family or medical matter. You also expressed a concern that if this were to occur, the affected Trainmen may be prevented from utilizing a PLD or a Single Day Vacation due to the caps being maximized at his location. In the event this situation arises, the Union is requesting that a Trainman who meets the criteria outlined herein be permitted to utilize an unused PLD or Daily Vacation Day to avoid being considered unavailable for a non-compensated reason.

The Company acknowledges that there may be occasions when employees need to remove themselves from the working board to address urgent personal matters. This will confirm that the Company is agreeable to accommodate employees who meet the criteria outlined herein subject to the Trainman making arrangements with his Supervisor to use an unused PLD or Daily vacation day. Additionally, arrangements must be made with the Trainman's Supervisor within forty-eight (48) hours of the necessity to be off of the working board. Employees who fail to make the necessary arrangements with their supervisor will be considered as unavailable for non-compensated reasons.



In the event the Company verifies that a Trainman has abused this privilege, this understanding will terminate upon written notice of the Company to the Union.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

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Myron W. Becker,  
Director Labor Relations  
Southern Region

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John C. Hancock, General Chairman  
Former SCL - UTU

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J. R. Willis, General Chairman  
Former LN & NC&StL - UTU

## Side Letter 7 Engineer Training Review Process



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. J. C. Hancock, General Chairman  
United Transportation Union - Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL  
32257

Mr. J. R. Townsend, General Chairman  
United Transportation Union  
1319 Chestnut Street  
Kenova, West Virginia 25530

Gentlemen,

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement CSXT Labor Agreement No. 4-037-09 concerning the training of employees governed by the UTU Agreement as locomotive engineers.

During our discussions the Union raised concerns that the current duration of qualifying engineers and the remuneration of affected employees has the potential to be modified to the benefit of both the Company and the affected employees.

The Company acknowledged that it is willing to review the existing qualification process of the current engineer trainee program on the former SCL and to identify opportunities to improve this program. In this regard, the parties agree to meet within ninety (90) days of the implementation of this agreement and to finalize this process by no later than September 1, 2010.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

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Myron W. Becker,  
Director Labor Relations  
Southern Region

---

John C. Hancock, General Chairman  
Former SCL - UTU

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Jim R. Townsend, General Chairman  
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## Side Letter 8 L&N Items



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

Mr. J. R. Willis, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

Dear Johnny,

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement No. 4-037-09 concerning:

- A. Attachment C and the Company's ability to operate or advertise any assignment and/or train with the single consist of a conductor. In this regard the parties have agreed that positions not currently occupied by protected brakeman will be designated as permanently blanked positions and the blanking of any existing protected brakeman positions will be handled in the following manner:
1. Effective with the implementation date of the Agreement twenty (20%) percent, with a minimum of one (1) position per year, of the protected brakeman positions at each location will be blanked at the Company's discretion. Thereafter, effective each January 1<sup>st</sup> an additional twenty (20%) percent of the remaining protected brakeman positions will be blanked, and/or;
  2. Additionally, an equal number of existing protected brakeman positions may be blanked at each location concurrent with the number of protected Trainmen electing to accept the \$57,500 and be placed in reserve status as provided for in Attachment C of the Consolidated Southern Region Agreement No. 4-037-09.
  3. The amendment to Road Switcher rates provided for in Article 45 Road Switcher/Mine Runs, paragraph C., will be placed in effect at each supply point/terminal where protected Trainmen do not occupy blanked brakeman positions. In the event the Company designates a position as "must fill" the rates referred to in Article 45 will continue to apply at that location.

4. Within fifteen (15) days of the implementation date of this agreement, the Company will advise your office in writing and identify the brakeman positions by location that will be subject to the terms of this Agreement.
  - A. The parties agree that the former L&N employees referred to in the Agreement dated September 2, 1998 resulting from the 1999 Conrail Implementing Agreement will now be governed by the provisions of this Southern Region Consolidated Agreement.
  - C. The provisions of Article 12, Section 1, paragraph D., Deadheading of the former L&N Schedule Agreement will continue to apply for the term of this agreement.

For CSX Transportation, Inc.

For the United Transportation Union

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Myron W. Becker,  
Director Labor Relations  
Southern Region

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Mr. J. R. Willis, General Chairman  
Former LN & NC&StL - UTU

## Side Letter 9 Continuance of Local Agreements



Myron W. Becker  
Director-Labor Relations

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January 13, 2010

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Mr. J. R. Townsend, General Chairman  
United Transportation Union  
1319 Chestnut Street  
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Mr. R. A. Pullen, General Chairman  
United Transportation Union  
1244 Cole Creek Road  
Dallas, Georgia 30157

Mr. J. R. Willis, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

Gentlemen:

The following confirms our discussions that culminated in the Consolidated Southern Region Agreement CSXT Labor Agreement No. 4-037-09 wherein you were concerned about preserving certain local agreements.

It was agreed that within forty five (45) days after the effective date of the agreement, the General Chairman will provide the HDO with a copy of such agreements for review and concurrence. Local agreements identified as not in conflict with any of the provisions of the Consolidated Southern Region Agreement CSXT Labor Agreement No. 4-037-09 would then be listed and remain, subject to the cancellation provisions, if any, peculiar to each.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

For CSX Transportation, Inc.

For the United Transportation Union

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Myron W. Becker,  
Director Labor Relations  
Southern Region

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John C. Hancock, General Chairman  
Former SCL - UTU

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