



UNITED TRANSPORTATION UNION
GENERAL COMMITTEE GO-851
 CSX/SCL – FECR – WSSB – HPTD– GARR – SCPR – SCCR
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October 24, 2011

CANNED & SENT

Mr. John Lesniewski
 General Chairman
 United Transportation Union (BO)
 12443 San Jose Blvd. Suite 701
 Jacksonville, FL 32223

Dear John:

Attached please find copy of the union dues explanation for CSXT new hire employees. Please note that such has been signed by all General Chairmen. I am returning a copy of same for your files.

I would like to thank you for your hard and dedicated work on this matter in order to provide our new members with an explanation of exactly what this great Organization does on their behalf.

This issue will probably require some further discussion concerning the distribution of this docket at the REDI Center and how that process will unfold; however, I do feel that the sooner we get this information out, the better off it will be.

Fraternally yours,

John Whitaker
 General Chairman

Cy: Steve Mavity, VGC (BO)
 Johnny Willis, GC (LN)
 Jim Townsend, GC (CO)
 Randy Pullen, GC (AWP)





Union Dues Explanation CSXT New Hire Employees

Do I have to belong to the Union?

Newly hired employees often question whether they can or must join the Union, what their Union dues will be, and when they must start paying these Union dues.

Initially, you should **want** to belong to the Union, and you should get involved and participate in your local union meetings and activities as soon as possible. When you arrive on the property, contact your UTU Local Chairperson and introduce yourself. Ask him the many questions that are sure to cross your mind. The Union is your opportunity to have a voice in your future on the railroad. The United Transportation Union (UTU) is a collective voice to speak out for higher wages, safer working conditions, and other amenities that CSXT would not even consider without our collective voice. One individual could never accomplish what we as a collective group can and have accomplished over the years. Educate yourself regarding the UTU Collective Bargaining Agreement on your property (which should have been distributed to you at the REDI Center in Atlanta), and consider running for a position in the UTU to have a greater voice in your future; as well as the opportunity to serve your fellow members.

While the Union Shop provisions of each agreement on CSXT vary slightly, they each share some common standards that apply. Namely each of the Union Shop Agreement provisions requires **that a newly hired employee must become a member of the union within 60 days of their first day of compensated service.** As an example, the Consolidated Southern Region Agreement reads in Article 27:

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.

Union dues are withheld by the UTU one month in advance. Therefore new hires will see dues withheld from their check prior to the sixty (60) calendar days because the payment is for the following month's dues. For example, a new hire that is required to belong to the union in July because he started in May (at any time during that month) will see dues

deducted from a paycheck in June (for July dues). The total amount of dues will vary because they are actually the aggregate of several dues assessments such as local dues, LCA (grievance committee) dues, General Committee dues, Legislative Committee dues and International dues; and several of the "sub-dues" differ depending upon your local, state and General Committee assessments. The total is generally approximately ½ day's pay per month. This is a small price to pay when you consider what you get in return.

Knowing that, like in several industries, a CSXT new hire is on a probationary period until he/she has performed service on their own for 60 days, they often question "... *why should I pay dues during my probationary period... the union cannot represent me?*" Even setting aside the Union Shop Agreement provisions cited previously mandating membership the answer is simple... the UTU **does represent you** under your Collective Bargaining Agreement from day 1 on the property even before you start to pay Union dues. The UTU will handle your pay shortages. The UTU will handle your grievances. The UTU will handle your training issues. We will administer the full benefits of the UTU Collective Bargaining Agreement on your behalf from the day you set foot on the property. A single provision of that Agreement, however, is the probationary period wherein your application may still be rejected. If you violate a company operating rule, and CSXT decides to hold a hearing rather than reject your application (which does happen, especially for minor offenses), your UTU Local Chairperson will be happy to represent you at the hearing or with negotiating a waiver (as the case may be) even during your probationary period. The probationary period is just one small provision in a very large agreement that provides you with multiple wages and benefits, including the very rate of pay and Health & Welfare benefits you enjoy immediately.

Anyone that questions what they get for their Union dues clearly has not reviewed the Carrier's Section 6 notices served upon the various Organizations over recent years. If they did, they would realize where the Carrier (CSXT) would have them right now if it weren't for the Union and our Collective Bargaining Agreements standing in the way. If they only reviewed the Carrier's most recent Section 6 notice they would realize that, **if it were not for the Union, the Carrier would have unilaterally imposed a minimum of the following changes already in the employees' working conditions:**

1. All train and engine service positions would be consolidated into a single position known as a "transportation employee", and the size of each individual crew would be determined solely by the Carrier.
2. FELA would be gone. If you were injured or killed, the Carrier would pay a flat (low) fee under Workmen's Comp and simply replace you with someone else.
3. Employees who work less than 50% of the time would not receive any benefits.
4. All rules related to leave of absence, guarantee, lay off, vacation scheduling, temporary vacancies (filling), exercise of seniority, displacement, assignments, extra board regulation and pool regulation would be amended or eliminated to satisfy their goals of "full-time employment".
5. There would be no job actions, because there would be no Union.
6. The employees would be paying an unlimited portion of the cost of their Health and Welfare, assuming Health and Welfare coverage was even made available to them. Health and Welfare is a considerable expense to Carrier's in this industry

and all others where it is offered. The Carrier would dearly like to eliminate it, or at least push a tremendous amount of the cost off on their employees.

Sounds great doesn't it? Forget the representation on a daily basis, or specifically when a member is in trouble, or enforcing their Collective Bargaining Agreement protections. **All of this would be ours if only we didn't have a Union!** The Union and our Agreements are the only thing standing in the way of the Carrier imposing these changes. In fact, it is probable that if it were not for the existing Collective Bargaining Agreements, the changes would be even more dramatic. Do you think the Carrier likes paying 11 holidays per year? Or time and one half on a holiday? Or paid vacations? Or Supplemental Sickness Benefits? Or Bereavement Leave? Or, most of all, do you think they like having to hold an investigation before they fire an employee, and then having their action appealable to a neutral body?

We hear the question "why do I pay union dues?" every now and then. The cost of labor is the single highest cost the Carrier's endure, and that is largely because the Unions demand and enforce a safe work environment and decent wages. The question is foolish, and angers us in the Union every time we hear it even though we fully realize it is made almost always out of frustration (which we also understand). The bottom line is... you wouldn't have most of the wages and benefits you currently enjoy if it weren't for the UTU Collective Bargaining Agreement. Our forefathers literally fought and in some cases gave their lives to get us where we are today. We cannot and should not forsake their legacy!

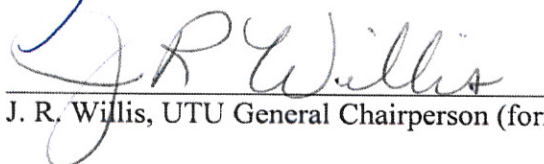
Fraternally yours,



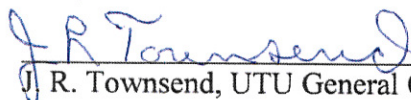
S. C. Mavity, UTU General Chairperson (former B&O System)



J. D. Whitaker III, UTU General Chairperson (former SCL System)



J. R. Willis, UTU General Chairperson (former L&N System)



J. R. Townsend, UTU General Chairperson (former C&O-Proper System)



R. A. Pullen, UTU General Chairperson (former A&WP System)