

**CSRA SIDE LETTER 4**

**AGREEMENT**

**Between**

**CSXT and UTU CSRA**

**October 3, 2012**

**Agreement No. 04-038-12**

**I. Conductor Certification:**

- a. Effective July 1, 2012, or thirty (30) days after ratification, whichever is later, employees covered by this Section shall be paid a \$5.00 certification allowance for each start on a position covered by a UTU agreement that requires the employee assigned to have a current FRA certification.
- b. Payment of the FRA certification allowance will be applied in the same manner set forth in Addendum of the 2011 UTU National Agreement.
- c. There shall be no duplication or pyramiding of certification allowances paid to employees under this Section with certification allowances paid under any other agreement.

**II. Entry Rate Bonus**

- a. Any employees of the carrier covered by this Article who, on September 16, 2011, had completed training for entry into train service and were subject on or after May 1, 2011 to compensation at a reduced rate pursuant to then-applicable service scale/rate progression rules as described below, shall receive one-time bonus payments as provided herein:
  1. An employee covered by this Section subject to five (5) year service scale/rate progression pursuant to Article VI, Section 3 of the August 20, 2002 UTU National Agreement or counterpart local rules shall be paid a bonus of \$3,000.00.
  2. The one- time bonuses provided for in this Section above, shall be paid thirty (30) days after ratification.
  3. There shall be no duplication or pyramiding of rate progression bonuses paid under this Section with rate progression bonuses paid under any other agreement.

### **III. Entry Rates**

- a. The current five (5) year service scale/rate progression rules in effect, shall be amended in accordance with this Section. Such revised rules shall be applicable to all employees who enter train or engine service after September 16, 2011.
  1. 80% of the applicable full rate during the (1<sup>st</sup>) first year of service;
  2. 80% during the second (2<sup>nd</sup>) year of service;
  3. 85% during the third (3<sup>rd</sup>) year of service;
  4. 90% during the fourth (4<sup>th</sup>) year of service;
  5. 100% on and after completion of the fourth (4<sup>th</sup>) year of service.
- b. Years of service will be calculated in the same manner as it has been calculated in the past on CSXT.
- c. Rules in effect on the date of this Agreement regarding rate progression adjustment upon promotion to engineer (on a carrier where the UTU represents engineers) shall be preserved and applied without change to employees covered by this Article.

### **IV. The Individual Performance Award**

Article 5, Section 2 of the CSRA, Labor Agreement No. 4-037-09, will be replaced with the following new Article 5, Section 2:

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

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 C. 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 July 1, 2012 and payable in 2013, Trainmen will be eligible for an award of up to a maximum of (75) 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 one hundred and fifty (150) 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 one hundred and fifty (150) 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 30th and July 1st to and including December 31st. Recipients of this award will have such shares placed in their ESOP account.

C. Definition of Performance Criteria:

1. **IDPAP Policy:** A Trainman who has not having 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.

**V. Discipline Forgiveness**

- a. Employees with at least five (5) years of Conductor seniority and who are governed by this agreement will be subject to the following:
- b. A clear record for 6 month period, January 1 through June 30 or July 1 through December 31 will cancel one (1) disciplinary entry, the latest (IDPAP or Attendance), on the employee's service record. A clear record for a second consecutive six month period will cancel two (2) disciplinary entries, for a maximum of three (3) per year.
- c. This Section will become effective for the period beginning January 1, 2012. Employees who were dismissed in the second half of 2012 will be reviewed on a case by case basis.

## **VI. Effective Date of Agreement**

It is agreed by and between the parties that this Agreement will not be effective until the UTU VP notifies the AVP of Labor Relations T&E, in writing, that the Agreement has been accepted by the four (4) UTU General Chairmen subject to this Agreement and the CSRA, Labor Agreement No. 4-037-09.

Acceptance of this Agreement will be in full and final settlement of Side Letter 4 of the CSRA. It is further agreed that the parties will withdraw all outstanding disputes regarding constructive codes consolidated in the new single allowance, without prejudice to either party's position.

The consolidated Single Allowance will become effective within sixty (60) days of the effective date of this Agreement and at the time the constructive codes listed on Attachment 1 are deactivated.

## **VII. Payroll Simplification**

A. Compensation associated with the Constructive Codes listed on Attachment 1 of this Agreement will be consolidated into a new Single Allowance and paid on a per working start basis to all employees governed by the CSRA, based on 2011 historical data for each former road. The Single Allowance, by former road, will be as follows:

1. AWP - \$3.07 per working start. (this rate is contingent on the attached codes – any additions or subtractions may raise or lower this number);  
  
C&O - \$1.67 per working start. (this rate is contingent on the attached codes – any additions or subtractions may raise or lower this number);  
  
L&N - \$1.93 per working start. (this rate is contingent on the attached codes – any additions or subtractions may raise or lower this number);  
  
SCL - \$2.72 per working start. (this rate is contingent on the attached codes – any additions or subtractions may raise or lower this number);
2. The new Single Allowance will not apply to separate service deadheads;

- B. The new Single Allowance will be subject to future general wage increases under the CSRA; however, should the UTU decide to “snap back” pursuant to Section IV. D.2 Moratorium Provisions of the CSRA 4-037-09, Section IV, Moratorium Provisions, D.2.C shall govern.
- C. This will confirm our agreement that compensation for the constructive codes, identified in Attachment 1, will be included in the Single Allowances contained in Article 1, and paid to all classes of service.
- D. It is further understood and agreed that the attached list of constructive codes, identified in Attachment 2, will not be included in the calculation of the Single Allowances contained in Article VII A. of this Agreement, even though some of these earnings may have been included in the constructive codes identified in Attachment 1.

In addition to the constructive codes identified in Attachment 2, the following pay claims will remain claimable after the date of the signing of this Agreement:

- a. Crew Management Center errors claimed under S1:
  - 1. Runaround resulting in loss of trip/day’s pay
  - 2. Abolishing assignment in between job adjustment days (JAD)
- b. Return to Work issues claimed under S2:
  - 1. Discipline (held out of service and exonerated of charges)
  - 2. Medical
  - 3. Return from furlough
- c. Crew Consist Violations claimed under S3:
  - 1. Working without must fill brakeman
  - 2. Utility person working with one crew entire tour of duty
  - 3. Officer performing craft work
- E. Effective upon the implementation of the Single Allowance described in Article VII A, the constructive codes contained in Attachment 1 shall be deactivated in the carrier’s payroll system and the carrier shall not be required to respond to any claim formerly associated with those constructive codes.
- F. During our discussions, the Union expressed concern that as a result of implementing the new Single Allowance, some CSXT managers may incorrectly assume that the CSRA rules associated with the Constructive Codes identified on Attachment 1 to this Understanding have been modified or eliminated. This will confirm the parties’ commitment that the Single Allowance is being implemented only as a means of payroll simplification, and does not modify any CSRA Agreement provision. Thus, while it is recognized that those Constructive Codes

may be deactivated in the Carrier's payroll system, it is the intent of the parties that all provisions of the CSRA shall remain in effect, and there should be no material increase in the work events or activities triggering those consolidated Constructive Code payments. To ensure proper application of the parties' Understanding in this regard, the following shall apply:

1. All surviving Constructive Codes (i.e., those not consolidated into the new Single Allowance) are identified and explained in Attachment 2 to this Agreement. The parties shall identify the nature and purpose of those surviving Constructive Codes, along with the corresponding CSRA rule(s), so that valid claims properly submitted under those surviving Constructive Codes will be paid properly and promptly.
2. Based on this mutual commitment, the parties have agreed that the Constructive Codes identified by asterisk (\*) on Attachment 1 to this Understanding will be included in the new Single allowance on a trial basis. In the event the General Chairman with jurisdiction provides material evidence of an excessive or continuing violation or abuse of an Agreement provision associated with one of these asterisked Constructive Codes by serving written notice of same to the Highest Designated Officer (HDO), then the appropriate Division Manager will be contacted for conference with the HDO, Assistant Vice President Labor Relations, UTU Vice President and the involved UTU General Chairman for resolution of the matter. If the General Chairman feels the matter is not satisfactorily resolved within thirty (30) days after receipt of notification by the HDO, then the General Chairman may elect to have that particular Constructive Code reactivated for utilization for a review period.
3. After reactivation of the constructive code the carrier will review the claims filed with the General Chairman within thirty (30) days. Such claims will not be subject to the normal claims handling procedures contained in Article 6 of the CSRA. If after review, the parties cannot come to resolution the issue will be progressed to expedited binding arbitration.
4. For all other Constructive Codes (i.e., those not designated by asterisk) on Attachment 1 for which compensation is consolidated into the new Single Allowance, the same notification and conference requirements outlined in Item 2 above shall apply, and if the matter is not satisfactorily resolved in conference, then the dispute may be docketed to a final and binding Arbitration Board pursuant to Article 6 of the CSRA.
5. It is understood and agreed that if a particular Constructive Code is removed from the Single Allowance pursuant to Item 2, above, such Code shall be reactivated in the Carrier's Payroll System for that former road, and the applicable Constructive Code for that former road shall be adjusted so as to reflect the subtraction of any monies associated with that particular

Constructive Code from the per-trip Single Allowance applicable to that former road.

- G. The parties further agree that this agreement has been entered into as a good faith effort to promote trust and cooperation in resolving these matters fairly and equitably. Thus, both parties hereby reaffirm their commitment to administer the provisions of this Article VII responsibly and will neither allow abuse of a constructive code contained in the Single Allowance nor seek to remove a constructive code contained in the Single allowance arbitrarily.

It is understood that by mutual agreement additional constructive codes may be included in the Single Allowance.



Attachment 1

Pay elements to be included in the Single Allowance described in Article VII of the Side Letter 4 Agreement, Labor Agreement No. 04-038-12:

- 01 Outside yard limits – hours of service relief \*
- 05 Mail pay
- 15 Switching
- 16 Assisting \*
- 21 Initial terminal delay
- 22 Final terminal delay
- 23 Runaround in terminal
- 24 Called and relieved \*
- 2D DH runaround in terminal
- 34 No caboose
- 36 Caboose pooling
- 38 Misc work train issues
- 41 Outside yard limits (yard service) \*
- 42 Transfer service
- 43 Lapback
- 44 Air hose pay
- AS Assignment/Advertisement Issue
- BG Recrew Penalty
- CA Crew misuse issues
- CC Riding side of car 1 mile
- CL Riding side of car 1 mile
- ED Handling end-of-train device
- FS Utility assignment working with one crew
- G9 Tie up between terminals
- KS Kind of Service issues
- NL No locker
- OW Non-RR work (dumping phosphate)
- PU Pusher issues \*
- QC Demoted engineer certified with Road Foreman
- RM Road Switcher/Mine Run issues
- T4 Engine not equipped \*
- TX Waiting on transportation \*
- Y5 Switching yard rate (no yard crews on duty)
- YW Yard work in road service \*

ATTACHMENT 2

ARTICLE	CODE	DISCRIPTION	CLAIMABLE
1	08	Annulment (per Art. 11)	Yes
2	LC	Local Chairman Attending Time Out Session	Yes
2	IC	Incident Review Committee Member	Yes
2	IR	Incident Review Committee Employee	Yes
2	73	Jury Duty	Yes
2	13	Attending Court/ Deposition	Yes
2	RB	Operation Redblock	Yes
2	SC	Operation Redblock System Coord.	Yes
2	SE	Sense Program Training	Yes
2	WT	Work Order Training	Yes
2	66	Operation Lifesaver	Yes
2	31	Attending Company Investigation	Yes
2	CI	Critical Incident	Yes
2	CM	CMC Training	Yes
2	GP	Conductor Mentoring	Yes
2	LT	Safety Leadership	Yes
2	PT	Distributive Power Training	Yes
2	PV	Critical Incident Peer Volunteer	Yes
2	SC	Op Redblock System Coordinator	Yes
2	SF	UTU Safety Model Program	Yes
2	TO	Time Out Session Employee	Yes
2	WI	Switching School Instructor	Yes
2	WS	switching School Student	Yes
2	WT	Work Order Training	Yes
2	XT	Additional New Hire Training	Yes
2	63	Safety Activities	Yes
2	6T	Add'l New Hire Rules Training	Yes
2	DR	Direct Hire Co Trainee - REDI Center	Yes
2	DH	Direct Hire Co Trainee - Field	Yes
2	FC	Full Time Safety Coordinator	Yes
2	6A	Two Weeks Reserve Duty	Yes
2	66	Operation Lifesaver	Yes
2	68	Regional L/M Meeting	Yes
2	8C	Misc Expense Cond Trainee	Yes
2	8T	Quality Travel Expenses	Yes
2	9M	Safety Meals/Lodging	Yes
2	9S	Safety Supplies	Yes
2	9T	Safety Travel	Yes
2	9W	Switching School Travel Exp	Yes
2	T6	Engineer/Conductor Instructors	Yes

ATTACHMENT 2

3	27	Bereavement Leave		Yes
4		No CC established for lost \$, improper hndlg		Yes
5		No CC established for lost \$ involving bonus		Yes
6		Nothing		Yes
7	SS	5 Day Claim (Property Agreement)		Yes –S3
7	OB	Performing work of absent brakeman		Yes – S3
7	OF	Officer Worked With Crew		Yes – S3
8	90	Auto Mileage Allowance		Yes
8	18	Travel Time		Yes
8	BF	Bus Fare L/N		Yes
8	L8	Travel Time in lieu of Winston/Lakeland		Yes
8	TA	Trip Rate Adjustment		Yes
8	D7	Learning the Road - Deadheading		Yes
8	D3	Off Track Vehicle Accident		Yes
9	DD	Demand Day Off		Yes
10	RW	Return to work issues		Yes
10	IR	Incident Review Committee		Yes
10	TO	Time Out Session		Yes
10	90	Auto Mileage Allowance		Yes
10	80	Meals		Yes
10	AA	Administrative Leave		Yes
10	31	Attending Company Investigation		Yes
11	SI	Seniority Issue		Yes
11	8	Guaranteed Annulment		Yes
11	75	Outside Assigned Territory		Yes
11	HS	Hours of Service RSIA		Yes
12	SI	Seniority Issue		Yes
12	CA	Crew Improperly Used		Yes – under S1
12	F3	Recalled Furlough Con - REDI Center		Yes
13	46	Holiday Gift		Yes
13	45	Holiday Penalty		Yes
14	RW	Return to work issue		Yes

ATTACHMENT 2

15	8L	Lodging for transfer employees		Yes
15	HC	No Caboose (Local Agreement)		Yes
15	NE	No Electricity On Caboose (Local Agreement)		Yes
15	ET	Not Having End of Train Device		Yes
16	CA	Crew Improperly Used		Yes – under S1
16	25	Diff of pay/ Used off assignment		Yes
16	GS	Gainesville/Midland Sick Time		Yes
17		Nothing		
18		Nothing		
19	98	Train Crew Training		Yes
19	SI	Seniority Issue		Yes
19	TI	Temporary Transfer Incentive		Yes
20		Nothing		
21	92	Physical Exam		Yes
21	90	Auto Mileage Allowance		Yes
21	RW	Return to work issues		Yes
21	67	Company Evaluation		Yes
22	98	Train Crew Training		Yes
22	SI	Seniority Issue		Yes
22	17	Learning Road		Yes
22	TR	Retarder Training		Yes
22	6T	Add'l New Hire Rules Training		Yes
22	CT	Conductor Training		Yes
22	D7	Learning Road Deadhead		Yes
22	FE	Cut Back Engineer In Training		Yes
22	Q9	Held Away Learning Road		Yes
22	9C	Travel Expense - CT		Yes
23	RP	Remote Control Special Allowance		Yes
23	RE	Remote Engine Training Pay (1st week)		Yes
23	RO	Remote Engine Training Pay (other weeks)		Yes
23	RT	DTRCO Instructor Pay		Yes
23	R8	DTRCO Special Allowance		Yes
23	98	Train Crew Training		Yes
23	6R	Remote Control Re-certification		Yes
23	SI	Seniority Issue		Yes
23	6Y	Annual Certification Ride		Yes

ATTACHMENT 2

24	6F	Face to Face Rules Class		Yes
24	25	Diff of pay/ Used off assignment		Yes
24	6C	Safety Skills Seminar		Yes
24	64	FRA Required Rules Class/ Exam		Yes
24	AT	LCAT Training		Yes
24	6X	Foreign Line Rules Exam		Yes
25	SI	Seniority Issue		Yes
25	CE	Coordination/Work Equity		Yes
26		Nothing		
27		Nothing		
28	FY	Footboard Yardmaster Rate		Yes
28	90	Auto Mileage Allowance		Yes
28	40	Missed Meal Period		Yes
28	47	Back on short rest		Yes
28	25	Diff of pay/ Used off assignment		Yes
28	HM	Herder Moving Train - B'ham		Yes
29	CM	CMC Local Chairman Scheduling Vacations		Yes
29	90	Auto Mileage Allowance		Yes
29	80	Meals		Yes
30	90	Auto Mileage Allowance		Yes
30	80	Meals		Yes
30	81	One Meal		Yes
30	83	One Meal & One Lodging		Yes
30	84	Two Meals		Yes
30	86	Two Meals & One Lodging		Yes
30	87	Two Meals & Two Lodgings		Yes
30	88	Three Meals - ID Service		Yes
30	89	Three Meals & Two Lodgings		Yes
30	18	Travel Time		Yes
30	09	Held Away from Home Terminal		Yes
30	Z9	Held Away Penalty		Yes
30	Q9	Held Away Learning Road		Yes
31	TA	Trip Rate Adjustment		Yes
31	75	Outside Assigned Territory		Yes
31	0D	Trip Rate Deadhead		Yes
31	0E	Trip Rate Straight Time		Yes

ATTACHMENT 2

31	0F	Flip Trip Rate		Yes
31	00	Straight Time		Yes
31	99	Overtime		Yes
31	02	Combo DH Service Miles		Yes
31	12	Separate Service Deadhead		Yes
32	00	Tied Up Between Terminals (C,2)		Yes
33	CA	Crew Improperly Used		Yes – under S1
33	17	Learning Road		Yes
34	CW	Calling Window		Yes
34	CA	Crew Improperly Used		Yes – under S1
34	08	Annulment		Yes
35	25	Diff of pay/ Used off assignment		Yes
35	CA	Not Used (Part A)		Yes – under S1
35	00	Straight Time (Part C)		Yes
36	CA	Crew Improperly Used (Q&A 1-2)		Yes – under S1
36	14	Doubling Hagans Switchback (L&N)		Yes
37	CA	Crew Improperly Used		Yes – under S1
37	90	Auto Mileage Allowance		Yes
37	25	Diff of pay/ Used off assignment		Yes
37	80	Meals		Yes
37	MP	MSII Guarantee (L&N)		Yes
37	DV	CMC Division Crew Misuse		Yes
37	07	Daily Guarantee Extra Board		Yes
37	57	Bi-Weekly Guarantee		Yes
37	FZ	CMC Error Fitzgerald, GA		Yes
38	00	New Day (H)		Yes
39	TV	Transfer Violation		Yes
40	ID	Interdivisional Running Meal		Yes
40	09	Held Away from Home Terminal		Yes
40	Z9	Held Away Penalty		Yes
40	Q9	Held Away Learning Road		Yes
40	FP	Freight Pool Guarantee		Yes
40	CA	Crew Improperly Used		Yes – under S1
40	25	Diff of pay/ Used off assignment		Yes

ATTACHMENT 2

40	TA	Trip Rate Adjustment		Yes
40	BN	B'ham/Nashville ID Guarantee		Yes
40	CJ	Charleston/Jax ID Guarantee		Yes
40	CN	Cumberland/New Castle Guarantee		Yes
40	CR	Clifton Forge/Richmond Guarantee		Yes
40	ME	Mediator Overtime		Yes
40	FJ	Florence/Jax Guarantee		Yes
40	JF	Jax/Florence Guarantee		Yes
40	JL	Jax/Lakeland Via Wildwood Guarantee		Yes
40	JM	Jax/Manchester Guarantee		Yes
40	JT	Jax/Tampa via Sanford Guarantee		Yes
40	JW	Jax/Wildwood ID Guarantee		Yes
40	MN	Montgomery/Manchester Guarantee		Yes
40	TC	Cincinnati Triangle Trip		Yes
40	TS	Savannah Triangle Trip		Yes
41	SS	Supplement and Supplant claim		Yes – S3
42	08	Guaranteed Annulment		Yes
42	25	Diff of pay/ Used off assignment		Yes
42	75	Outside Assigned Territory		Yes
42	HS	Hours of Service RSIA		Yes
43	25	Diff of pay/ Used off assignment		Yes
44	40	Missed Meal		Yes
44	ID	ID Running Meal		Yes
44	I4	ID Running Meal Birmingham		Yes
45	08	Guaranteed Annulment		Yes
45	75	Outside Assigned Territory		Yes
45	HS	Hours of Service RSIA		Yes
45	25	Diff of pay/ Used off assignment		Yes
45	CA	Crew Improperly Used ( Runaround)		Yes – under S1
46	CA	Crew Improperly Used ( Runaround)		Yes – under S1
47	CA	Crew Improperly Used ( Runaround)		Yes – under S1
	00	New Day (A, 2)		Yes
48	SI	Seniority Issues		Yes

ATTACHMENT 2

49	90	Auto Mileage Allowance		Yes
50	08	Guaranteed Annulment		Yes
50	75	Outside Assigned Territory		Yes
50	90	Auto Mileage Allowance		Yes
50	CA	Crew Improperly Used		Yes – under S1
50	SS	Supplement and Supplant claim		Yes
51	08	Guaranteed Annulment		Yes
51	75	Outside Assigned Territory		Yes
51	CA	Crew Improperly Used		Yes – under S1
51	SI	Seniority Issue		Yes – S3
52	08	Guaranteed Annulment		Yes
52	25	Diff of pay/ Used off assignment		Yes
52	48	Working Off Penalty Day		Yes
52	FY	Footboard YM Rate		Yes
52	47	Back On Short Rest		Yes
52	00	Straight Time		Yes
52	99	Overtime		Yes
53	HS	Hours of Service RSIA		Yes
54	CA	Outside Yard Limits ( Adv Train)		Yes – under S1
55	CA	Crew Improperly Used		Yes – under S1
56	08	Guaranteed Annulment		Yes
56	SS	Supplement and Supplant claim		Yes – S3
56	OF	Officer Worked with Crew		Yes – S3
57	48	Working Off Penalty Day		Yes
57	40	Missed Meal Period		Yes
57	CA	Crew Improperly Used		Yes – under S1
57	07	Daily Guarantee Extra Board		Yes
57	57	Weekly Guarantee Extra Board		Yes
57	03	Prep Time at Augusta Yard		Yes
	BQ	TPA Guarantee		Yes



ATTACHMENT 2

Family Medical Leave Act				
	FA	FMLA Military Vacation		Yes
	FB	FMLA Military Personal Leave		Yes
	FL	FMLA Personal Leave		Yes
	FN	FMLA Exigency Vacation		Yes
	FO	FMLA Exigency Personal Leave		Yes
	FV	FMLA Vacation Pay		Yes
Hurricane Agreement				
	HK	Hurricane Meal		Yes
	HT	Hurricane Travel Expense		Yes
	H7	Hurricane Qualifying		Yes



Salvatore Macedonio  
Director-Labor Relations

Mr. J. D. Whitaker, 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, WV 25530

Mr. J.E. Darby, General Chairman  
United Transportation Union  
1160 County Road 499  
Valley, AL 36854

Mr. O.E. Weathers, General Chairman  
United Transportation Union  
3560 Cardinal Point Drive – Suite 103  
Jacksonville, FL 32257

**RE: Side Letter 1 – Attachment 2**

Gentlemen:

This refers to our discussions resulting in the culmination of Side Letter 4 of the CSRA (CSXT LA 04-038-12).

During our discussions the parties expressed concern regarding the applicability of items not contained in the new Single Allowance. It was agreed by the parties that constructive codes not contained in the Single Allowance (Attachment 1) would still be claimable after the Single Allowance went into effect, unless modified by subsequent agreement.

It was further agreed that the list of claimable constructive codes, referenced in Attachment 2 of Side Letter 4 (CSXT LA 04-038-12), represents a list of items not contained in the Single Allowance. The list, Attachment 2 of Side Letter 4, has been compiled without prejudice or precedent to the position of either party and should not be construed as an agreement establishing the applicability of any of the referenced constructive codes to a particular Article of the CSRA.

For CSX Transportation, Inc.

  
\_\_\_\_\_  
Salvatore Macedonio  
Director Labor Relations

For the United Transportation Union:

---

J. D. Whitaker, General Chairman

---

James E. Darby, General Chairman

---

Jim R. Townsend, General Chairman

---

O.E. Weathers, General Chairman

Date: \_\_\_\_\_