

**PUBLIC LAW BOARD NO. 7140**

**PARTIES TO THE DISPUTE:**

SMART-TD  
[CSRA General Committees]

Award No. 29  
Case No. 29

and

CSX TRANSPORTATION, INC.

**QUESTION AT ISSUE:**

Are the penalty provisions of the CSRA, whereby specific penalty payment amounts are specified, payable to post-1985 employees?

**FINDINGS:**

The Public Law Board No. 7140 finds that the parties herein are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

After extensive negotiations between the parties and a Special Board of Arbitration Award, the four separate property agreements from the L&N, SCL, AWP and C&O were incrementally unified in a single agreement entitled the Consolidated Southern Regional Agreement (CSRA). This CSRA provided for penalty payments for a "lapback" in Article 31 Section 3E, "doubling/assisting trains" in Article 36, and "helpers/pushers" in Article 38H. After the implementation of the CSRA, the Carrier, for a short period of time, paid claims for lapbacks and assisting another train to post-1985 employees at the current rate of pay (not frozen at the 1985 rates) until the Carrier changed to the frozen rate payable only to pre-1985 employees. According to the Carrier, post 1985 employees, [making up the vast majority of the Carrier's workforce in the

crafts covered by the CSRA], would not be entitled to any pay for the services in question.

The Carrier states that the additional compensation provided for in Article 36 is “a duplicate time claim” under Article IV, Section 5 of the UTU 1985 National Agreement, a provision preserved in the CSRA in Article 5, Section 3. It states that while a penalty payment is specified in Article 36 it does not apply to post 1985 employees. Article 36 of the 2010 Agreement states:

**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:**

\*\*\*

Article 36 B states, “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”. No mention is made in Article 36 of frozen rates, pre or post 1985 employees, and trip rates. The rates to be

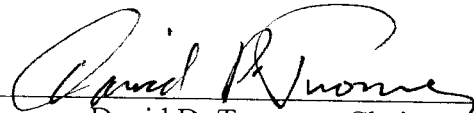
paid for this work outside their regular assignment in performing assisting and doubling are to be paid at the same rate as paid for the regular trip. UTU CSRA Article 5, Section 3 “duplicate time payments” are “payments considered frozen” under the 2010 Agreement and are not paid at the current rate of pay for the regular trip.

Article 36 does not provide a note or otherwise state that all employees hired after 1985 through the subsequent twenty five (25) years to the 2010 CSRA and thereafter are not eligible to be paid for the doubling/assisting work performed outside their normal tour of duty; nor does it state that only pre-1985 employees will be paid for this service, and at the frozen rate, in effect in 1985. Moreover, the Carrier has not reconciled Article 36 B, which requires payment at the same rate as that paid for the regular trip, with CSRA Article 5 Section 3 “payment considered frozen”.

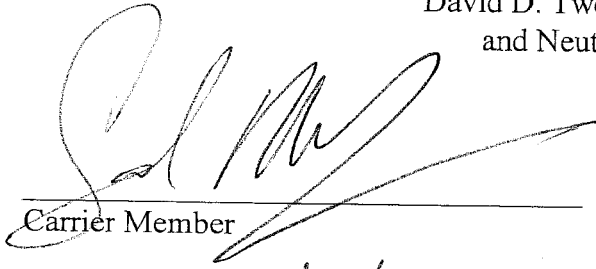
In full accord with the reasoning of Award No. 6 of PLB 5315, United Transportation Union and CSX Transportation, Inc., (Seidenberg) we find that the “lapback”, “doubling/assisting trains” and “helper/pusher” service as set forth in Article 31, Section 3E, Article 36 and Article 38H, respectively are not “duplicate time payments” referenced in CSRA Article 5, Section 3 because the employees are performing work that is not encompassed in their stated assignment. We find that the clear and unambiguous provisions of Article 31 Section 3E, Article 36 and Article 38H specify the proper penalty payments which are due the post 1985 employees.

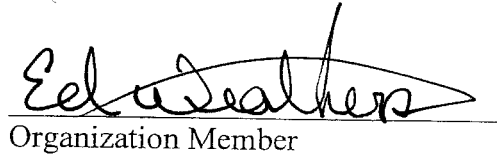
**ANSWER TO QUESTION AT ISSUE**

The penalty provisions of the CSRA identified in the Findings, whereby specific penalty payment amounts are specified, are payable to post-1985 employees.



David D. Twomey, Chairman  
and Neutral Member

  
Carrier Member

  
Organization Member

Dated: 2/2/14

**PUBLIC LAW BOARD NO. 7140**

**PARTIES TO THE DISPUTE:**

SMART-TD  
[CSRA General Committees]

Award No. 30  
Case No. 30

and

CSX TRANSPORTATION, INC.

**QUESTION AT ISSUE:**

Are blatant and willful violations of the CSRA which result in the improper trainmen being used for work, result in lost time payments as opposed to "runaround" payments?

**FINDINGS:**

This Public Law Board No. 7140 finds that the parties herein are Carrier and Employee, within the meaning of the Railway Labor Act as amended and that this Board has jurisdiction.

On March 17, 2011, the Claimant, Conductor D.E. Welker, was assigned to the Savannah Trainmen's guaranteed road extra board (GEB). A vacancy existed on train Q120 17. Mr. Welker was first out and rested on the extra board that is the primary source for filling this vacancy. However, the Crew Management Center (CMC) issued a call to Conductor J.G. Burch who was assigned to the Fitzgerald/Jacksonville freight pool to fill the vacancy. The Organization contends that Conductor Welker was mishandled by CMC, and is due a basic day penalty for being denied his rights to service in accordance with Article 37 of the CSRA. In essence, it contends, there has been a violation of seniority rights to service, which in turn, constitutes a penalty payment. The

Organization contends that the incident was not a "runaround", which it defines as relating to trainmen who are not called in sequential order from the same extra board or pool.

The Carrier states that Mr. Welker was assigned to a guaranteed road extra board and should have been called to fill the vacancy in question, however he was "runaround". It states that Article 46, Section 1 of the CSRA provides that an employee assigned to a guaranteed road extra board who is runaround will be paid one half (1/2) of the basic day. And, the Carrier states that such arrangement is the proper payment due him.

1.

Article 46 "Runaround" has been tailored by the parties to provide appropriate relief for most Trainmen not called in the correct order in accordance with the procedures of the Agreement. Different penalty provisions apply based on the type of assignment the employee should have been called for.

Although an employee runaround while assigned to a GEB did lose a work opportunity, he or she still has a minimum amount that can be earned for the week, and also remains first out on the GEB, and can work other assignments. Accordingly, the penalty devised by the parties is a one half (1/2) basic day penalty under Article 46, Section 1.A.

An employee assigned to a pool who is runaround, remains first out and can work the next train operated out of that pool, but does not have a guarantee and may not have as many work opportunities as an employee assigned to a GEB. Thus, a pool Trainman who is runaround is paid for the trip under Article 46, Section 2(A) (1).

A regularly assigned employee does not stand for other trains, does not have a weekly guarantee and could potentially not work for a round trip, or two days, if he or she is not called for a run. Thus the parties devised the penalty provision for a regularly assigned employee as actual lost earnings under Article 46, Section 2 (A) (2).

2.

We find that Mr. Welker, a GEB Trainman not called in the correct order on March 17, 2011 was "runaround" within the plain meaning of the term under Article 46, Section 1.A. He thus is entitled to be paid one half of a basic day as set forth in the following Agreement language.

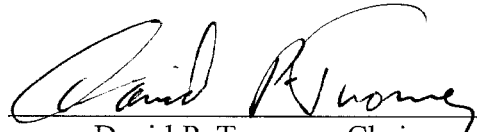
**Section 1 Road Extra Board**

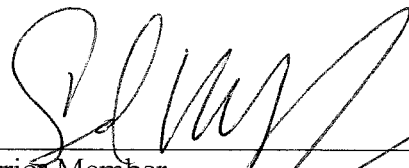
A. GEB Trainmen who are available and not called in the correct order ("runaround") in accordance with the procedures in this Agreement will be paid one half (1/2) of the basic day payment in addition to any other GEB earnings.

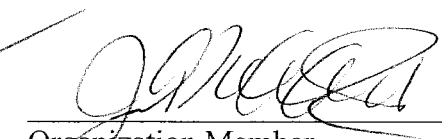
The Organization's narrow definition of runaround lacks Agreement support.

**ANSWER TO QUESTION AT ISSUE**

The trainman in question is not entitled to lost time payments, but rather is entitled to a "runaround" payment under Section 1.A. as set forth in the Findings.

  
\_\_\_\_\_  
David P. Twomey, Chairman  
and Neutral Member

  
\_\_\_\_\_  
Carrier Member

  
\_\_\_\_\_  
Organization Member

Dated: 2/21/14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

Salvatore Macedonio  
Director-Labor Relations

Writer's Direct Contact Information:  
Phone: (904) 279-3938  
Fax: (904) 279-3329  
E-Mail: Salvatore\_Macedonio@csx.com

November 4, 2013  
File CSRA Art. 24

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 40 – Article 24**

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held May 17, 2012 along with past correspondence on the issue discussed therein.

This issue is in reference to Articles 24 and 57 of the UTU Consolidated Southern Region Agreement (CSRA) involving employees being required to attend rules examinations on their assigned rest days.

Reference your letter dated March 29, 2012 wherein you acknowledged concerns that CSRA employees were being forced/required to attend rules examinations on their assigned rest days in Atlanta, GA at Tilford and Howell Yards as per General Notice 605. After further research, it was determined that the above-mentioned General Notice, in fact, did force or require these employees to attend rules classes on their assigned rest days as mentioned.

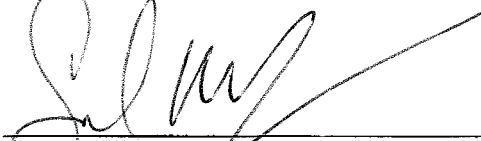
It is understood that attendance for rules examinations scheduled on an employee's off day will be done strictly on a voluntary basis and at the discretion of the employee. The Carrier will not require an employee to attend a rules examination on their off day but may offer the opportunity for attending.



This clarification fully resolves any and all disputes associated with DRC Issue No. 40.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

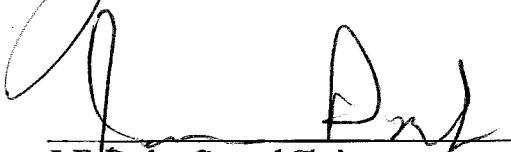


Salvatore Macdonio  
Director Labor Relations,

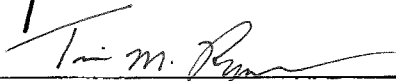
For the United Transportation Union:



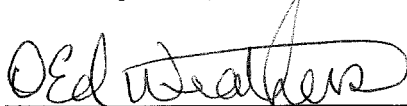
J. D. Whitaker, General Chairman



J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

February 26, 2014  
File CSRA Art. 57

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 42**

Gentlemen:

This confirms our discussions regarding settlement of various issues in a conference held November 20, 2013. This issue has been withdrawn by the Organization and hereby resolved.

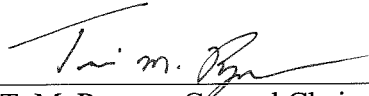
For CSX Transportation, Inc.

Salvatore Macedonio  
Director Labor Relations

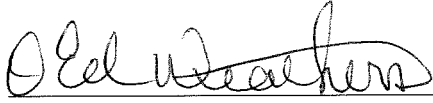
For the United Transportation Union:

J. D. Whitaker, General Chairman

J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14

PUBLIC LAW BOARD NO. 7140

PARTIES TO THE DISPUTE

SMART-TD  
[CSRA General Committees]

Award No. 33  
Case No. 33

and

CSX TRANSPORTATION, INC.

QUESTION AT ISSUE:

Does the CSRA negate the requirement established by the UTU/NCC National Agreement to provide RCO training in a quantity that allows for a trainman to freely exercise seniority to and from RCO assignments?

FINDINGS:

This Public Law Board No. 7140 finds that the parties herein are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

1.

The Question at Issue relates in part to the application of Section 3 of the Remote Control provisions of the 2002 National Agreement, which states:

Section 3 – Training/Certification

- A. For each location where remote control equipment is implemented, *the Carrier will provide training so that all ground service employees will be qualified to use remote control equipment. Carrier training programs shall be conducted frequently enough to ensure that employees will be able, without unreasonable delay, to freely exercise seniority to and from RCO assignments.* Yardmasters supervising remote control operations will be trained to become familiar with procedures governing remote control issues.

(emphasis added)

And, it relates as well to the 2010 Consolidated Southern Region Agreement (CSRA).

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, identity the employees to be qualified and arrange training to address the qualification issue as promptly as possible.*

(emphasis added)

\*\*\*

- 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 on RCO, the General Chairman and the HDO will meet to discuss and resolve the problem.*

(emphasis added)

\*\*\*

- 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. (emphasis added)

\*\*\*

- J. Other provisions of the UTU 2002 National Agreement remain in effect unless otherwise modified in this Article.

The Question at Issue before the Board quotes a portion of the second sentence of Section 3 of the Remote Control provisions of the 2002 National Agreement dealing with the frequency of the Carrier's training programs, to allow Trainmen "to freely exercise seniority to and from RCO assignments". The first sentence of Section 3 of the 2002 National Agreement required the Carrier to provide training so that all ground service employees at RCO locations would be qualified to use remote control equipment.

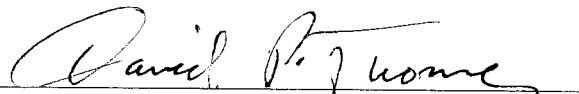
In the 2010 CSRA, the Organization gave the Carrier relief from the 2002 National Agreement Remote Control provision requirement in Section 3 that "all ground service employees" at RCO locations will be qualified to use remote control equipment. The definite and certain and expensive terms of the National Agreement were replaced in CSRA Article 23, Section 1.A. by the commitment by the Carrier to the Organization and its Trainmen that "an adequate number of Trainmen will be provided training" so as to be qualified in the operation of such technology. And, the parties agreed to a cooperative structure whereby the appropriate yard Local Chairman and the local Company officer will determine the number of RCO qualified employees needed, identify the employees to be qualified and arrange training to address the qualification issue as promptly as possible. Further, realizing that a "problem" could arise, it was agreed in Article 23, Section D.1. that the General Chairman at the HDO will meet "to discuss and resolve the problem". Also, realizing that in the short run, while a problem is being resolved under the above structure, situations could occur where no other qualified RCO Trainmen would be available to protect RCO assignments the parties agreed in Article 23, Section E that under these circumstances qualified RCO Trainmen would not be permitted to vacate their assignment.

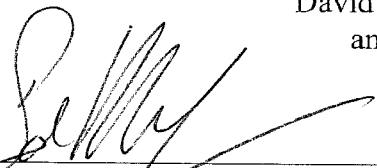
We find that CSRA replaces the mandatory structure of Section 3 the National Agreement with the cooperative structure outlined above. Such a cooperative structure requires the utmost diligence in living up to the obligations assumed by both parties, if it is to succeed! The goal of the second sentence of Section 3 of the National Agreement remains in effect as modified by the Requirements of Article 23, and preserved under Article 23 J., that RCO training be provided in a quantity that allows Trainmen without unreasonable delay in accordance with the procedures of Article 23 to freely exercise seniority to and from RCO assignments.

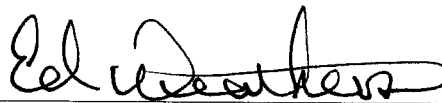
We have considered the entire record before the Board and while we recognize that improvements were needed to achieve full conformity with Article 23, we find that a basis does not exist for the monetary claims sought in this case in the narrow record before us.

**ANSWER TO QUESTION AT ISSUE**

The CSRA modifies the second sentence of Section 3 of the UTU/NCCC National Agreement by the requirements of Article 23 of the CSRA, with the continuing goal, limited by the requirements of Article 23, that RCO training be provided in a quantity that allows Trainmen to freely exercise seniority to and from RCO assignments.

  
\_\_\_\_\_  
David P. Twomey, Chairman  
and Neutral Member

  
\_\_\_\_\_  
Carrier Member

  
\_\_\_\_\_  
Organization Member

Dated: 2/21/14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

February 26, 2014  
File CSRA Art.6

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 45 – Article 6**

Gentlemen:

This confirms our discussions regarding settlement of various issues in a conference held November 20, 2013.

Effective October 1, 2014, Article 6 will be clarified as follows:

- 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 one (1) year of the CSXT Officer appeal response.
- G. Remove Paragraph “G” as it is no longer applicable.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

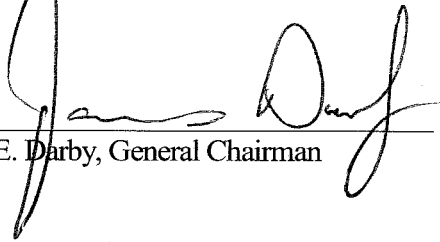
Salvatore Maccedonio  
Director Labor Relations



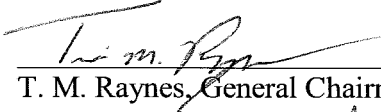
For the United Transportation Union:



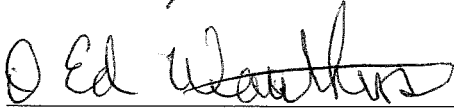
J. D. Whitaker, General Chairman



J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

February 26, 2014  
File CSRA Art. 6

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 46 – Article 6**

Gentlemen:

This confirms our discussions regarding settlement of various issues in a conference held November 20, 2013. This issue involved CSXT recouping funds subsequent to the expiration of the four pay periods following the pay period in which an initial claim was erroneously approved and paid.

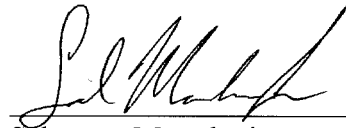
It is agreed that the above referenced matter regarding recovery of erroneous payments will be resolved moving forward as follows:

- In accordance with Article 6, Section 1, Paragraph B, it is agreed that any claim that is not automated, and is therefore manually processed for final disposition by CSXT, will only be adjusted during the four payroll periods following the payroll period in which the claim was received. For all claims processed automatically, CSXT may adjust said payments within one year from the date payment is issued.

It should be noted that this letter is intended to address only the issue outlined above, and does not address funds obtained by other means.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

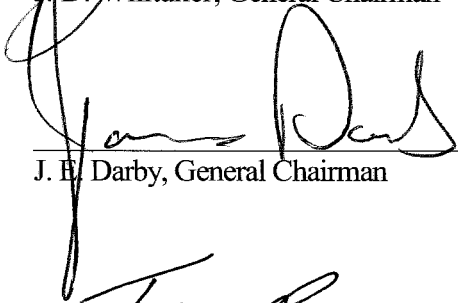


Salvatore Macedonio  
Director Labor Relations

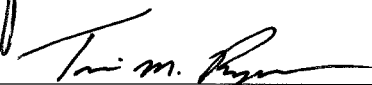
For the United Transportation Union:



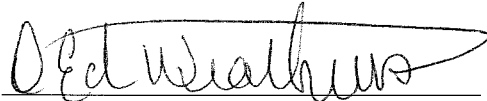
J. D. Whitaker, General Chairman



J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

February 26, 2014  
File CSRA Art. 57

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 47 & 62 – Article 57**

Gentlemen:

This confirms our discussions regarding settlement of various issues in a conference held November 20, 2013.

With regard to the above referenced discussions surrounding the use of additional service lists (ASL), the parties have agreed that this issue is resolved in consideration of CSXT's commitment to evaluate the system for the use of a pilot during which no penalties will be progressed in the instance the ASL is improperly utilized in any manner. If CSXT opts to continue the use of an ASL at any location beyond the initial pilot, normal agreement provisions will apply. The pilot location will be agreed to between the HDO and General Chairman of jurisdiction.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

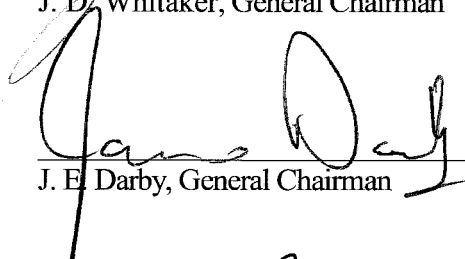
For CSX Transportation, Inc.

Salvatore Macedonio  
Director Labor Relations

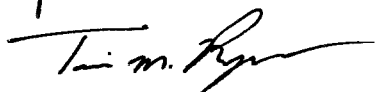
For the United Transportation Union:



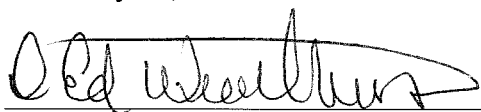
J. D. Whitaker, General Chairman



J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14

PUBLIC LAW BOARD NO. 7140

**PARTIES TO THE DISPUTE**

SMART – TD  
[CSRA General Committees]

Award No. 37  
Case No. 37

and

CSX TRANSPORTATION, INC.

**QUESTION AT ISSUE:**

Would trainmen in engineer training on the L&N's former CRR property be eligible for the CSRA lump sum payments as was allowed similarly situated trainmen on the C&O and SCL properties?

**FINDINGS:**

This Public Law Board No. 7140 finds that the parties herein are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

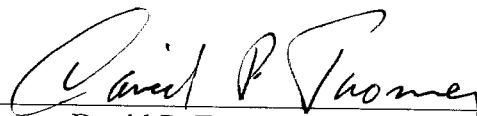
By letter dated May 12, 2011 the Organization agreed with the Carrier's position that employees in the engineer training program on the former L&N were not eligible to receive the Lump Sum provided for in CSRA Article 5 because the employees were working under an agreement between the Carrier and the BLET. That agreement provides for engineer training on the former L&N, and is held by the BLET. In that same letter, the Organization stated that the UTU L&N Committee "*holds the fireman agreement and is the authorized representative for employees in engineer training*" on the former Clinchfield Railroad (CRR). That letter claimed that four (4) of the original

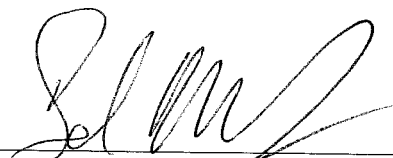
twenty one (21) Claimants were still due the \$1000.00 lump sum payment. The Carrier disagreed.

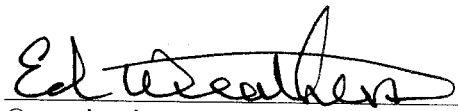
The record does not establish that the UTU holds any training agreement with the Carrier pertaining to Engineer Trainees on the former L&N or CRR properties. The Organization has failed to meet its burden of proof that the UTU holds any training agreement with the Carrier for Engineer Trainees on the former L&N or CRR properties. We must find, therefore, that the claims for the CSRA \$1000 lump sum payments for R.C. English, R.S. Dugger, S.K. Peterson and S.A. Cassidy have not been established.

**ANSWER TO QUESTION AT ISSUE**

The four individuals who were in engineer training on the L&N's former CRR property are not eligible for the CSRA lump sum payments.

  
\_\_\_\_\_  
David P. Twomey, Chairman  
And Neutral Member

  
\_\_\_\_\_  
Carrier Member

  
\_\_\_\_\_  
Organization Member

Dated: 2/21/14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

February 26, 2014  
File CSRA Art. 5

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 66 – Article 5**

Gentlemen:

This confirms our discussions regarding settlement of various issues in a conference held November 20, 2013.

The above referenced DDO / IPA issues will be resolved as follows:

- 1) Parties agree that Trainmen on furlough retention boards are disqualified from the DDO and IPA.
- 2) Parties agree that Trainmen who mark off sick and mark back up before missing work are eligible for the DDO/IPA. As this is not programmed, employees who feel they were disqualified from receiving a DDO or the Stock Award must contact LR to review their Perfect Attendance status in order for a determination to be made as to whether they should have qualified.
- 3) Parties agree Trainmen assigned as DTRCO Instructors, REDI Instructors\*, and Conductor Mentors\* will be eligible for DDO and Stock Awards.

\* As these positions are unique in nature with the effective date of this agreement, CSXT will initially implement qualifying conditions under which employees working these positions will qualify for these awards:

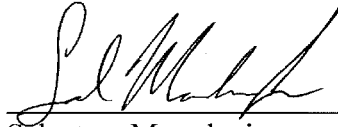
DDO: In order to qualify, CSXT will require employees to have previously qualified for the DDO in the previous two (2) quarters prior to obtaining said position.

IPA: In order to qualify, CSXT will require employees to have previously qualified for the IPA in the previous six (6) month period prior to obtaining said position.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.



For CSX Transportation, Inc.

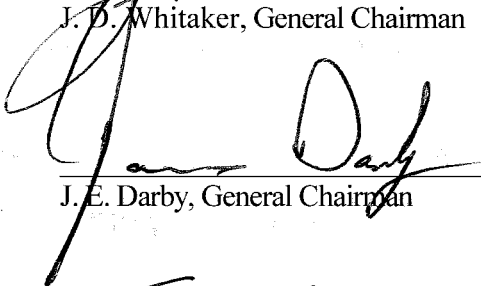


Salvatore Macedonio  
Director Labor Relations

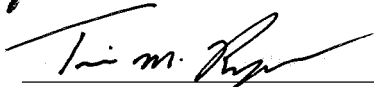
For the United Transportation Union:



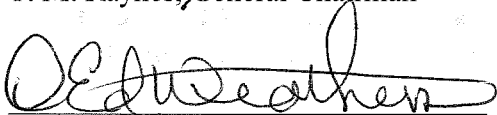
J. D. Whitaker, General Chairman



J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

Salvatore Macedonio  
Director-Labor Relations

November 4, 2013

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

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 68 – CSXT File 4-034-07, Attachment “A”-1 – Direct Hire Agreement.**

Gentlemen:

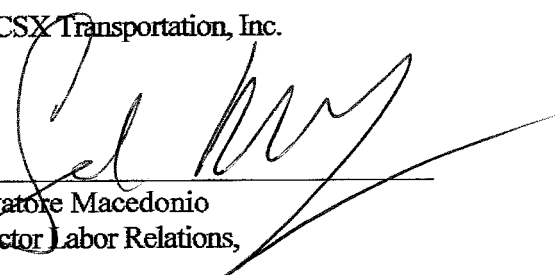
It was agreed that the term first and second anniversary of promotion used in Attachment “A”-1 paragraphs 3, 4, and 5 will be calculated as follows:

The Organization and Carrier agree that 12 cumulative months of compensated service to be considered 365 total days which employee is not in furlough, leave of absence or medical leave.


This understanding fully resolves any and all disputes associated with DRC Issue No. 68.


If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

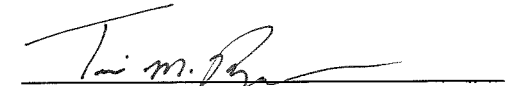
For CSX Transportation, Inc.

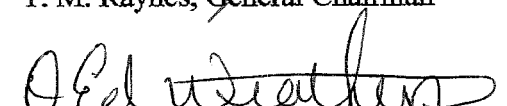
  
\_\_\_\_\_  
Salvatore Macedonio  
Director Labor Relations,

For the United Transportation Union:

  
J. D. Whitaker, General Chairman

  
J. E. Darby, General Chairman

  
T. M. Raynes, General Chairman

  
O. E. Weathers, General Chairman

Date: 2-26-14

**PUBLIC LAW BOARD NO. 7140**

**PARTIES TO THE DISPUTE**

SMART – TD  
[CSRA General Committee]

Award No. 40  
Case No. 40

and

CSX TRANSPORTATION, INC.

**QUESTION AT ISSUE:**

Is the ID service notice served by the Carrier to establish ID service between Hamlet and Rocky Mount proper?

**FINDINGS:**

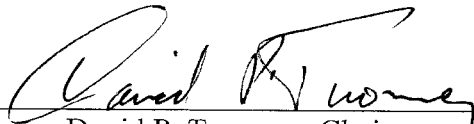
This Public Law Board No. 7140 finds that the parties herein are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

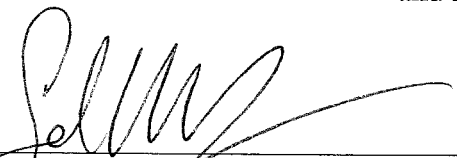
After study of the submissions of the parties and consideration of the oral arguments made to the Board on December 6, 2013, we are compelled to find that the Organization has failed to meet its burden of proof to show that the ID service between Hamlet and Rocky Mount is contrary to 2010 Consolidated Southern Region Agreement.

We must however remand the matter to the parties because the record is inconclusive as to an appropriate trip rate for the service in question. The Board shall retain jurisdiction on this matter. The Carrier shall have the right to continue this service while the remand from the Board is expeditiously addressed.

**ANSWER TO QUESTION AT ISSUE:**

The ID service notice served by the Carrier to establish ID service between Hamlet and Rocky Mount is proper. Jurisdiction is maintained as per the Findings.

  
\_\_\_\_\_  
David P. Twomey, Chairman  
and Neutral Member

  
\_\_\_\_\_  
Carrier Member

  
\_\_\_\_\_  
Organization Member

Dated: 2/21/14



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

Salvatore Macedonio  
Director-Labor Relations

November 4, 2013

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: CSRA DRC Issue No. 71 – Article 57**

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the numerous DRC meetings.

The Parties agree that the application of Article 57, Section 3 (C) apply to Four Day and Three Day Work Rest Assignments.

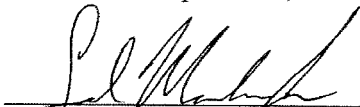
Article 57, Section 3 (C) is quoted below:

*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.*

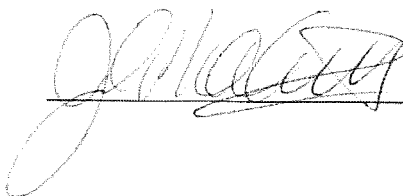
This understanding fully resolves any and all disputes associated with DRC Issue No. 71.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

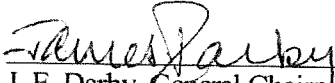
For CSX Transportation, Inc.

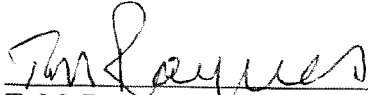
  
\_\_\_\_\_  
Salvatore Macedonio  
Director Labor Relations


For the United Transportation Union:

  
\_\_\_\_\_

J. D. Whitaker, General Chairman

  
\_\_\_\_\_  
J. E. Darby, General Chairman

  
\_\_\_\_\_  
T. M. Raynes, General Chairman

  
\_\_\_\_\_  
O. E. Weathers, General Chairman

Date: 11-13-13



Labor Relations Department  
6735 South Point Dr. J-455  
Jacksonville, Florida 32216

February 26, 2014  
File CSRA Art.22

Mr. J. D. Whitaker, General Chairman  
United Transportation Union – Suite 104  
3560 Cardinal Point Drive  
Jacksonville, FL 32257

Mr. T. M. Raynes, 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

**Subject: Voluntary Exercise of Seniority – Article 22**

Gentlemen:

This confirms our discussions of the settlement of various issues in a conference held November 20, 2013.

With regard to voluntary transfer / exercise of seniority under Article 22, the issue is resolved as follows:

- 1) Parties agree that employees who exercise seniority in accordance with Article 22 from one location where they stands for work to another location will be treated as follows:
  - a. They will qualify on their own time pursuant to Article 22, C;
  - b. All voluntary exercises of seniority will start with the JAD after they receive approval from the Division(s) involved concerning beginning training. Any denied request will be immediately brought to the attention of the HDO and General Chairman of jurisdiction for resolution;
  - c. They will be able to use company provided lodging only at the Away From Home Terminal of the assignment;
  - d. Said employee will be required to remain in qualifying status at the new location until:
    - i. Marked up on the assignment his seniority allows him to hold; or
    - ii. If unable to hold the position for which the employee becomes qualified, he will be released in conjunction with the next JAD after he becomes qualified.
- 2) If the employee voluntarily exercises seniority in accordance with Article 12 from a location where he is furloughed he will be required to remain in qualifying status at the new location until he is:



- a. Marked up on the assignment his seniority originally allowed him to hold;
- b. Stands for work for which he is already qualified at another supply point, in which case he will be released in conjunction with the next JAD.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

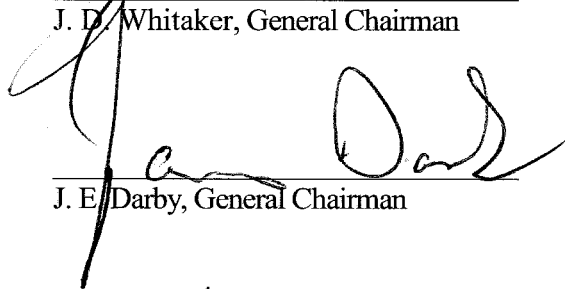


Salvatore Macedonio  
Director Labor Relations,

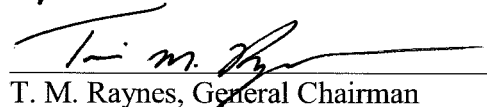
For the United Transportation Union:



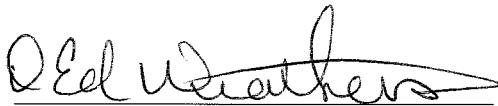
J. D. Whitaker, General Chairman



J. E. Darby, General Chairman



T. M. Raynes, General Chairman



O. E. Weathers, General Chairman

Date: 2-26-14