

**SYNOPSIS OF THE BLET/CSXT**  
**PROPOSED 2014 SINGLE SYSTEM AGREEMENT**

The following information covers the more significant terms of the agreement between the BLET Eastern, Northern, Western Lines and Northern District GCA and CSX Transportation, Inc.

**Article 1 - Rates of Pay**

<b>January 1, 2015</b>	4.3 % increase in all rates
<b>2016 through 2019</b>	GWI increases as provided in the BLET National Agreement(s). (Dispute resolution protecting GWI / Work Rule changes)
<b>Article 4 - Special Pay Differential – Engineer Certification Allowance (EC)</b>	The Special Pay Differential (EC) will increase \$2.00-\$17.00 per basic day in freight and yard service while maintaining the \$0.15 per over-mile for any and all trips in such service in accordance with PLB 7265 Award 1. The \$0.15 over-mile allowance will be extended to include all engineers with a seniority date prior to January 1, 2015. This Article remains subject to snap back.
<b>Article 5 - Perfect Attendance Stock Award</b>	PASA is modified to provide opportunity to earn 10 shares of stock on a quarterly basis (Jan-March, April-June, July-Sept, Oct-Dec) and 55 shares of stock on a semi-annual basis (Jan-June, July-Dec) which equals the 150 shares per year currently available in Article 5. Eligibility to receive the award remains unchanged with the exception of disqualification due to personal injury which has been removed from the criteria. All previous Letters of Understanding related to Article 5 remain in full force and effect.
<b>Article 6 - Performance Bonus Program</b>	01/01/15 through 12/31/19 continues as with the potential maximum bonus of 12% of the engineer's earnings for the previous year.
<b>Health and Welfare Plan &amp; BLET Short Term Disability</b>	The parties maintain their powers of attorney 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, 2019. When the National Agreement is ratified, such Agreement(s) will be applicable to the parties. Awaiting resolution, the current Carrier / Employee contributions to the Health and Welfare Plan and the BLET National STD Plan will be maintained.
<b>Article 16 - Personal Days &amp; Article 18 - Vacation</b>	Effective with vacation scheduling for 2016, the parties will schedule personal days, as well as weekly and daily vacations, for SSA represented employees by the Supply Points. Scheduling will be based on where they have worked a preponderance of the time in the preceding year. Preponderance of service for the purposes of craft will be defined as the majority of the time spent in the craft between April 1 <sup>st</sup> and September 30 <sup>th</sup> of each year. Preponderance of service for the purposes of work location will be defined as the location where the employee worked the majority of the time between April 1 <sup>st</sup> and September 30 <sup>th</sup> of each year. Weekly vacation caps will be calculated by adding an additional 50% to the flat line caps. Single Day Vacation will continue to be calculated by adding an additional 25% to the flat line caps. Personal Leave Day caps will continue to be calculated under the current provisions of the SSA. Vacation will continue to be scheduled in accordance with seniority as in the past. Memorialized the current practice of BLET Local Chairmen being entitled to vacation and personal days as the need arises throughout the calendar year above the caps allotted at their work location.
<b>Article 24 – Engineer Trainee Instructor</b>	Effective January 1, 2015, parties agree engineers assigned as Engineer Trainee Instructors will be eligible for the Perfect Attendance Stock Award (PASA) and Demand Day's off. Additionally, BLET will be given the contractual right to address all ET classes conducted at the REDI.
<b>Article 31 – Paperless Payroll</b>	No recovery of payroll overpayments according to the following: <ul style="list-style-type: none"> <li>• Six (6) months on automated payments (IE Code 90 auto transportation allowance)</li> <li>• Sixty (60) days on manually processed payments (IE Code 75 off territory) Recovery amounts are unchanged.</li> </ul>
<b>Article 37 - Calling</b>	Established a contractual responsibility to call both an engineer's primary and secondary number and allow ten (10) minutes to return a call to CMC.
<b>Article 39 – No Runaround Rule Through Freight</b>	Establish contractual right for unassigned pool engineers to regain their proper rotation at the home terminal who have been runaround by engineers in turnaround or combination service by notifying CMC within one (1) hour of their final off duty time.
<b>Article 43 – Additional Service List</b>	Additional Service List (ASL) has been expanded to allow engineers assigned to work / rest pools or guaranteed extra board with rest days to mark up on a voluntary basis using the IVR. Add Q&A 2 to Article 43 which reads as follows: <p style="margin-left: 40px;">Q-2: How is difference in pay, referenced in Q&amp;A 1 above, to be determined for extra board and self supporting pool freight service employees where the employee's turn is removed from the board when called from the ASL?</p> <p style="margin-left: 40px;">A-2: Difference in pay will be tied to the employee who works the turn the employee working the ASL assignment should have been called for if he had stayed in the proper rotation.</p>
<b>Article 62 - Leave of Absence</b>	Add Note to Article 62, A: Note: Engineers off on account of sickness or injury may be required to provide the Company with information from his physician as to his current condition, within thirty (30) days of a written notice thereof or forfeit all seniority. A copy of the notice to the engineer will be furnished to the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen.

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<p><b>Article – 73 Mileage Regulation</b></p>	<p>In an effort to promote manpower stability and provide sufficient earning opportunity for the involved pool engineers, the parties have agreed to adjust pools on the basis of starts according to the criteria below:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>POOL MILEAGE (TRIP)</u></th> <th style="text-align: left;"><u>MONTHLY STARTS TARGET</u></th> </tr> </thead> <tbody> <tr> <td><i>Up to 160 miles</i></td> <td><i>Between 20 and 23</i></td> </tr> <tr> <td><i>161-190 miles</i></td> <td><i>Between 19 and 22</i></td> </tr> <tr> <td><i>191-250 miles</i></td> <td><i>Between 18 and 21</i></td> </tr> <tr> <td><i>251 miles or greater</i></td> <td><i>Between 17 and 20</i></td> </tr> </tbody> </table> <p>Pools shall be regulated no more than once per week at 1700 every Monday in preparation for the upcoming JAD, unless otherwise mutually agreed by CMC and the BLET Local Chairman with jurisdiction. Regulation will be accomplished by reviewing the start data for the pool during the twenty (20) day check period beginning each Friday looking back twenty (20) days. (e.g. If Friday the 26<sup>th</sup> is the designated adjustment day for a given pool, the 20-day check period would be the 7<sup>th</sup> – 26<sup>th</sup>.) The number of starts made by the pool in the check period will be multiplied by 1.5 and divided by the number of turns in the pool to arrive at the pool’s prorated monthly starts. Adjustment to the pool would be called for only if the pool’s prorated monthly starts divided by the number of regular turns results in an average per turn figure that is outside the applicable monthly starts target range for the pool. If adjustments are called for, the number of assigned turns will increase / decrease as close as possible to the middle of the applicable monthly start range, unless CMC and the BLET Local Chairman with jurisdiction mutually agree to otherwise. Fractions of .51 or above will be rounded up and .50 or below rounded down.</p> <p>Example 1 – Pool A consists of a 150-mile run and currently has seven (7) turns assigned. On adjustment day, the pool had one hundred (100) regular starts and ten (10) made-up (MU) starts for a total of one hundred and ten (110) starts for previous twenty (20) day check period. <math>110 \times 1.5 = 165 / 7 = 23.571</math> average starts. Because the number of starts (23.571) falls outside the 20-23 adjustment range, the pool will be adjusted with a sufficient number of turns to bring the average number of starts within the start range and as close to mid-range (21.5) as possible, absent mutual agreement between the parties to do otherwise. <math>165 \text{ divided by } 21.5 = 7.67</math>. One (1) turn would be added resulting in eight (8) turns being assigned for the adjustment period.</p> <p>Example 4 – Pool D consists of a 300-mile run and currently has five (5) turns assigned. On adjustment day, the pool had fifty-five (55) regular starts during previous twenty (20) day check period. <math>55 \times 1.5 = 82.5 / 5 = 16.5</math> average starts. Because the number of starts (16.5) is outside the 17-20 adjustment range, the pool will be adjusted with a sufficient number of turns to bring the average number of starts within the start range and as close to mid-range (18.5) as possible, absent mutual agreement between the parties to do otherwise. <math>82.5 \text{ divided by } 18.5 = 4.45</math> One (1) turn would be reduced resulting in four (4) turns being assigned for the adjustment period.</p> <p>To ensure the success of, the monthly start regulation range of a specific pool may be modified, by mutual agreement between the HDO and the BLET General Chairman with jurisdiction, if the regulations results in any of the following:</p> <ol style="list-style-type: none"> <li>i. Repeated weekly up/down adjustments</li> <li>ii. An excessive number of assigned pool engineers in mandatory time off due to the Rail Safety Improvement Act (RSIA)</li> <li>iii. Excessive and consistent number of made-up turns being necessary</li> <li>iv. Trains consistently held for engineers</li> <li>v. Consistently depressed earnings for the involved engineers</li> </ol> <p>The parties recognize that there will be circumstances such as reroutes due to derailments, weather conditions, track maintenance that may cause traffic in a pool to temporarily experience abnormal fluctuation. In these instances the parties agree to work together to ensure operational needs and engineer’s earning potential are protected.</p> <p>Should any issues arise regarding this Article above which the Local Chairman and CMC cannot resolve, such will be forwarded to the General Chairman and the HDO for resolution.</p>	<u>POOL MILEAGE (TRIP)</u>	<u>MONTHLY STARTS TARGET</u>	<i>Up to 160 miles</i>	<i>Between 20 and 23</i>	<i>161-190 miles</i>	<i>Between 19 and 22</i>	<i>191-250 miles</i>	<i>Between 18 and 21</i>	<i>251 miles or greater</i>	<i>Between 17 and 20</i>
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<p><b>Article 78 – Assignment Rule</b></p>	<p><b>Section 1 - ASSIGNED TRAIN WINDOW</b></p> <p>Upon discussion between the BLET Local Chairman and Division Management with concurrence of the General Chairman and HDO, a Regular Assignment may be established for engineers to operate a designated train within a designated train / start time window at both the home and away from home terminal. The engineer can be placed on duty on the designated train within a six (6) hour on duty window beginning with the designated start</p>										

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	<p>time. Engineers will not be responsible to protect service in advance of the advertised window. At the expiration of the six (6) hour window, the engineer will be paid on a minute basis at the pro rata rate of pay until placed on duty at the 8<sup>th</sup> hour. At the 8<sup>th</sup> hour the engineer may be #1 – deadheaded to the objective terminal or #2 - if at the home terminal annulled and paid a round trip, #3 – used on another train operating within the assigned window and the designated train is run within the assigned window, he will be paid a penalty day in addition to all other earnings for the trip. In the event a crew is held beyond the eighth (8<sup>th</sup>) hour due to an emergency as defined in the Note listed in Article 81, Section 2 (E)(2), the Engineer will be paid on a minute basis until again called for duty.</p> <p>EXAMPLE: The Q 100 train has an assigned start time of 0400 out of the home / away from home terminal. If not placed on duty by 1000 hours, the engineer will commence pay per paragraph 3 of this Article. If not placed on duty to work / deadhead in accordance with the identified timeframe, the engineer will be annulled and paid accordingly.</p> <p><b>Section 2 - PREFERRED REGULAR ASSIGNED TRAIN WINDOW</b></p> <p>Upon discussion between the BLET Local Chairman and Division Management with concurrence of the General Chairman and HDO, preferred regular assigned windows may be established for engineers to operate one or more designated trains within a designated window at both the designated home and away from home terminals. Engineers will be placed on duty on one of the designated trains within a six (6) hour window beginning with the designated start time and will not be responsible to protect service in advance of the advertised window. At the expiration of the six (6) hour window, the engineer will be paid on a minute basis at the pro rata rate of pay until placed on duty at the 8<sup>th</sup> hour. At the 8<sup>th</sup> hour the engineer may be #1 – deadheaded to the objective terminal, or #2 – if at the home terminal annulled and paid a round trip, #3 – used on another train operating within the assigned window and the designated train(s) is run within the assigned window, he will be paid a penalty day in addition to all other earnings for the trip. In the event a crew is held beyond the eighth (8<sup>th</sup>) hour due to an emergency as defined in the Note listed in Article 81, Section 2 (E)(2), the engineer will be paid on a minute basis until again called for duty.</p> <p><b>Section 3 – ENFORCEMENT</b></p> <p>Provides a method of abolishing the assignments by either party if there are issues that cannot be resolved.</p> <p><b>Section 4 - DISPUTE RESOLUTION</b></p> <p>Disputes arising from this article will be handled pursuant to Article 32-Dispute Resolution Committee and <b><u>the status quo will be maintained until the decision is rendered.</u></b></p>
<p><b>Article 84 – ID Rule</b></p>	<p>Modified Article 84 to include the following benefits to new / rearranged service established after 01/01/15:</p> <ol style="list-style-type: none"> <li>1. \$7.50 ID meal (increase of \$6.00 above the current provisions)</li> <li>2. \$23,000.00 in lieu of relocation or Washington Job Protection Act (WJPA) benefits at the option of employee</li> <li>3. Six (6) years WJPA employee protection</li> <li>4. Elimination of dispute resolution process in Article 84</li> </ol> <p>Example 1 – CSXT desires to establish new service between Savannah and Atlanta, GA. A ten (10) day notice is required per Article 84 Section 1 and the provisions contained in Article 84 apply to the newly established service.</p> <p>Example 2 – Current service exists between Erwin, TN and Spartanburg, SC with the home terminal at Erwin. CSXT desires to change the home terminal of the pool from Erwin to Spartanburg. A ten (10) day notice is required per Article 84 Section 1 and the provisions contained in Article 84 apply to the modified service.</p>
<p><b>Article 86 – General Provisions</b></p>	<p>This agreement sets wages, work rules and health and welfare benefits through December 31, 2019. Parties agree to voluntarily commence negotiations no later than March 1, 2019 with an automatic snap back provision if the process is not completed by October 1, 2019 unless mutually extended by the parties. Snap back language remains the same as in the 2007 and 2009 on property agreements.</p>
<p><b>New Provisions</b></p>	<p>If this agreement successfully ratifies, the parties agree to meet and codify CSXT Labor Agreement 1-023-07 as amended to include all the provisions of this agreement, previous LOIs and other agreements that have been adopted since the 2007 agreement. The below provisions will be incorporated at the appropriate location in that codified agreement.</p>
<p><b>Unassigned Service</b></p>	<p>Section 1 – Work / Rest (WR) Pool Schedules - Rest days will be established in all pools subject to the provisions of Side Letter 32. In accordance with Side</p>

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	<p>Letter 4 of the SSA, the parties have agreed to several options to establish work / rest schedules.</p> <ol style="list-style-type: none"> <li>1. 6-2 Six work days with two scheduled off days. Notice to Local and General Chairman is required. If either party believes the schedule is not in their best interest, the concerned party will file a written objection to the Work / Rest Committee, consisting of the four (4) BLET General Chairmen and an equal number of Carrier representatives for resolution. If unable to reach resolution within 20 days, the status quo will be maintained and the matter will be submitted to expedited arbitration.</li> <li>2. 5-1/2 Five work days with one / two scheduled off day(s) turnaround service only.</li> <li>3. 6-2/4-2 Biweekly combination of work and scheduled days off.</li> <li>4. 4 consecutive starts with an additional 14 hours rest to reset RSIA on pools with no scheduled rest days.</li> <li>5. Other work rest schedules as may be mutually agreed between the Local Chairman / General Chairman and CSXT. Work / Rest Options 2-5 require concurrence of both parties.</li> </ol> <p>Engineers will be marked off / up for their rest days subject to the provisions in Article 40 E and Article 42.</p> <p>Article 40 will be amended to provide that any employee working in a work / rest pool schedule will be able to exercise the following provision preceding their scheduled rest day(s):</p> <ol style="list-style-type: none"> <li>1. If not called by 1200 for 1400 hours (1500 for runs subject to a 3 hour call) may contact Crew Management requesting to be removed from the calling cycle in advance of their rest cycle subject to manpower availability.</li> <li>2. If manpower shortage exists, the engineer may be used in other classes of service for which he is qualified that will go off duty at the HT.</li> <li>3. In the event an engineer has previously scheduled commitments for their days off requiring strict observance of the same, arrangements must be made with their local supervisor or CMC.</li> <li>4. In no event will an engineer be required to accept an assignment that goes on duty after 2000 hours on the day prior to his scheduled time off.</li> <li>5. Engineers exercising their right to early mark off will not have their guarantee affected.</li> </ol> <p>Engineers arriving at the AFHT on the last day of their work cycle will contact CMC prior to tying up and will be #1 placed first out behind an engineer with the same set of rest days; or #2 deadheaded to the HT in combined service. The application of this provision will not constitute a run-around claim. Engineers arriving at the AFHT on their rest day will be deadheaded to the home terminal in combination service (OF trip rate). Engineers arriving at their HT after 0001 on their rest day will commence their rest period at their off duty time. The turns of engineers' WR pools will be removed from the board during their rest cycle. Engineers in work / rest cycle pools (excluding those on the ASL per Article 43) will not be used in any other service unless the vacancy fill procedures have been exhausted and will be made whole for lost earnings. Observance of rest days by WR pools is mandatory. If forced to observe RSIA rest, the engineer may turn off their next set of scheduled rest days, as long as the rest days and the RSIA days occur in the same JAD week. Engineers entitled to turn off rest days must notify CMC by 2100 the day before their rest days and remain available to protect service. If not turned off, engineers will be marked off automatically at 0001 hours for assigned rest days and automatically marked up at 0001 hours after observing rest days. The parties recognize the challenge of converting already established unassigned pool freight service to a WR schedule and agree to a phased in implementation. Any of the WR schedule arrangements may, at the engineer's discretion, include the option to observe an additional fourteen (14) hours rest after the fourth consecutive start (starts will be measured consistent with RSIA).</p>
<p><b>Section 2 - Self Supporting Pool [SSP]</b></p>	<p>All six (6) day pools with two (2) scheduled off days will be Self Supporting. All other work / rest schedules may be Self Supporting subject to dispute resolution if the parties cannot agree.</p> <p>Vacant engineer turns at the home terminal will be removed from the pool and the next available engineer in the pool will be called. When he marks up, his turn will be placed at the bottom of the pool at the home terminal. If a self supporting pool is exhausted, a made-up turn will be inserted into the pool working the round trip of the assignment and removed from the pool upon arrival at the home terminal.</p>

Comparison of BLET ratification agreement and the CSX last CSRA offer to SMART-TD 10-20-14

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BLET offered 4.3% GWI 1-1-15

BLET Offered \$2 increase in EC to \$17

BLET continues overmileage of \$.15 but excludes members after 1-1-15

BLET Perfect Attendance Stock offer of 10 additional shares a quarter

BLET PBA Bonus at 12% each year

BLET PL day scheduling will now be under the supply points like vacations

BLET offered additional 50% to flat line weekly vacation caps

BLET offered stock award and DDOs to trainers

BLET offered 6 month look back on recovery of overpayments

BLET offered requirement to call both primary/secondary number and set a limit on return call

BLET offered Contractual right to address all new ET classes

BLET offered Runaround rule

BLET offered Additional Service list

BLET offered to be notified when a letter is sent to an engineer for medical update on a LOA

BLET offered new mile regulations based on starts in a month

BLET offered assigned train windows

BLET offered \$1.50 increase in ID meals to \$7.50

BLET offered WJPA for 6 years and \$23,000 in lieu of relocation or WJPA by affected employees

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**BLET offered snap back provisions to stay in the agreement**

**BLET offered codification of SSA**

**BLET offered work/rest pool schedules. BLET offered to turn off the rest days if RSIA had already been applied in a JAD**

**BLET offered Self Supporting pools**

Comparison of BLET ratification agreement and the CSX last CSRA offer to SMART-TD 10-20-14

SMART-TD CSRA offered 4.0% 1-1-15 and CSX refused a "me too" clause for any higher GWIs

SMART-TD CSRA offered \$2 increase in CO cert pay to \$7 but refused our request for any higher

SMART-TD working to end disparity asked for reduction of rate of pay from 4 years to 3 years, but CSX refused to discuss

SMART-TD CSRA discussed early in bargaining and CSX dropped this offer and discussion

SMART-TD CSRA only offered 10% each year unless we reduced GWIs for a higher PBA percentage

SMART-TD CSRA given same offer but no multiplier like the vacation days; Big risk to give up our present agreement

SMART-TD CSRA never offered additional % to vacation caps

SMART-TD CSRA already handled trainers getting stock award and DDOs thru a letter of understanding

SMART-TD International already has representative that meets with all new hires at REDI center

SMART-TD CSRA offered to have Additional Service List activated again

SMART-TD CSRA offered to be notified when a letter is sent to an trainmen for medical update on a LOA

SMART-TD CSRA offered new mileage regulations based on starts; we found the start numbers to be too low and no protection for the shorter pools that could get multiple flip trips in a day. Cutting even two starts a month for a member that works regular could be costly for them and add up to thousands in wages lost a year. Many locations would have lost between 4-6 starts in a month. We argued for higher start parameters but CSX refused. The check period is a 20 day look back that affects the numbers for an entire month of starts regulations, same as the present look back for mileage regulations.

SMART-TD CSRA already has agreement language for assigned windows

SMART-TD CSRA offered \$4.50 ID meal increase to \$6.00 but only for any new ID runs established.

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**SMART-TD CSRA offered snap back provisions to stay in the agreement**

**SMART-TD already offered codification of CSRA**

**SMART-TD offered work/rest pool schedules. We were never offered ability to turn off rest days if RSIA had affected trainman. We even brought up the issue and CSX refused to discuss. Our main concern was that CSX would have the right to implement non-guaranteed pools and then this article called for rest days to any pools. CSX also requested the right to implement rest days in any guaranteed extra boards and the rest days would affect the guarantees.**

**SMART-TD CSRA already has this language but CSX wanted right to make any pools self-supporting. Combined this would allow CSX to implement non-guaranteed pools wherever they desire, with rest days and make these pools self-supporting, meaning the guaranteed extra boards would be cut to the bare numbers. Our concerns were that CSX would implement non-guaranteed pools wherever they desired, with rest days, and make these pools self-supporting and cut the guaranteed extra boards to the bare numbers. CSX would have put rest days on all guaranteed extra boards and cut the guarantees and the pools would cover nearly all the work.**

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