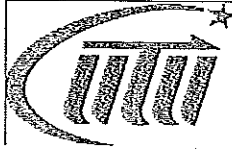


File

S



Randy Pullen,
General Chairman

united

J.R. Townsend,
General Chairman

John Whitaker,
General Chairman

transportation

J.R. Willis,
General Chairman

union

September 26, 2011

UTU File: CSRA & N-7

Via Certified U.S. Mail 7008-0500-0001-5665-2333

Mr. Myron Becker
Director of Labor Relations
CSX Transportation, Inc.
6735 South Point Drive S, J-455
Jacksonville, FL 32216

RE: LETTER OF NON-ACQUIESCENCE

Dear Sir:

Please refer to our recent discussions concerning vacation scheduling on the Southern Region. Two days before vacation scheduling was to begin, your office advised the Chairmen that vacation scheduling was to be by a single vacation roster per "EBS Zone." It is apparent that the Carrier is using the so-called "EBS Zones" as a means to circumvent established procedures for vacation selection and scheduling

The General Committees assisted the Carrier in establishing "EBS Zones" for job selection only, not for vacation scheduling. There was never any discussion or agreed to procedure for a single vacation roster for each "EBS Zone."

The Carrier is relying on the use of the word "zone" twice in Article 29, Section 4, (c), 5, as follows:

5. *Trainmen will be scheduled to take vacation in the zone in which the Trainmen works the preponderance of the time for the current year. It will be the responsibility of the Local Chairperson to determine if the Trainman is scheduled to take vacation in the proper zone. The Company will make available to the Local Chairperson information needed to make this determination.*

Mr. Myron Becker
September 26, 2011
Page 2

Re: Letter of Non-Acquiescence

Where the term "zone" is used, it is simply a reference to the supply point location to which the employee should schedule his vacation. The term is not used elsewhere in Article 29 or in Article 11 and is simply a CMC term used to describe territories for bidding job assignments. No intent was ever expressed by the parties to establish vacation rosters by "EBS Zone." Had the parties agreed to do so, they would have used more explicit language than that contained in Article 29, Section 4 (c) 5.

Your reliance on Section 4 (c) 5 is misplaced and the meaning you seek to attach to this provision is certainly out of context and completely lacking under any sensible interpretation of Article 29.

The Chairmen have met with you on at least three occasions and see no progress to be made in this dispute. It is apparent that the Carrier is intent upon establishing single vacation rosters by so called "EBS Zones" without agreement support or the concurrence of the Organization.

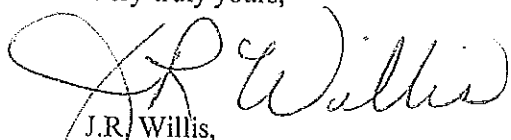
The Carrier has, in fact, already begun the process for single vacation roster per EBS Zones and employees are unable to place bids on previously agreed-to vacation rosters by supply point.

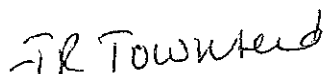
The undersigned Chairmen absolutely disagree that the Carrier has any right under existing agreements and practices to assign vacations in the manner described above. By what authority does the Carrier purport to act? Given the seriousness of this matter, please respond immediately in writing.

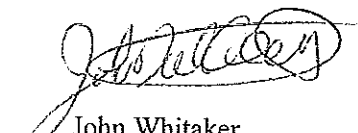
Due to the importance of this issue, we demand an immediate meeting regarding this matter, since The ACT places an affirmative duty on the parties to "make and maintain agreements."

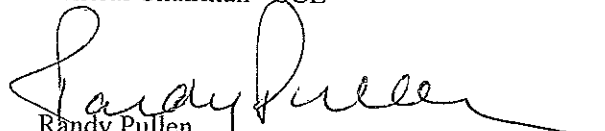
Please advise of a time and date that we may meet.

Very truly yours,


J.R. Willis,
General Chairman - L&N


J.R. Townsend,
General Chairman - C&O


John Whitaker,
General Chairman - SCL


Randy Pullen,
General Chairman - A&WP

JRW:emd



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
Phone: (904) 359- 3524
Fax: (904) 359- 4815
E-Mail: Myron_Becker@csx.com

CSRA Article 29

September 29, 2011

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

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

RE: LETTER OF NON-ACQUISENCE

Gentlemen,

I am responding to the Organization's letter dated September 26, 2011 regarding the scheduling of vacations under Article 29 of the Consolidated Southern Region Agreement. Contrary to the Organization's contentions, the Company's position that vacations are to be scheduled on a zone basis rather than a supply point basis is properly based in the express language of the Southern Region Agreement.

Section 5.C (5) of Article 29 expressly states that trainmen "will be scheduled to take vacation in the zone in which the Trainmen works the preponderance of the time for the current year" and that "[i]t will be the responsibility of the Local Chairperson to determine if the Trainman is scheduled to take vacation in the proper zone." (Emphasis added.) The Organization nonetheless contends that the parties really meant "supply point" when they used the word "zone" and that "zone" "is simply a CMC term used to describe territories for bidding assignments." However, the term "zone" was intentionally used by the parties in Article 29, Section 5.C (5) and not in Article 11, which is concerned with electronic bidding. Conversely, the term "supply point" is used in Article 11 but not in Article 29, Section 5.C (5). Clearly the parties understood that these terms have different meanings and used them in different sections of the Agreement for different purposes. If the parties had intended that vacations be scheduled "at supply points," it would have been a simple matter for them to have used this phraseology in Article 29, Section 5.C (5) rather than "in the zone." The fact that the Organization

argues that the term "zone" refers to territories for bidding assignments shows that it understands what the term "zone" means and that it means something very different than "supply point."

The Organization further states that it "absolutely disagree[s] that that the Company has any right under existing agreements and practices to assign vacations" based on zones. CSXT is not relying on practices or other agreements, but on the plain meaning of the term "zone" as used in Section 5.C (5). Indeed, under the Agreement's General Principles, the Agreement replaces prior agreements and past practices that conflict with it. So, in answer to the Organization's question "[b]y what authority does the carrier purport to Act," the answer is the express language of Article 29, Section 5.C (5).

The Organization's letter indicates a belief that that the parties' dispute over the meaning of Section 5.C (5) and CSXT's acting on its interpretation raise a major dispute within the meaning of the Railway Labor Act. As the Organization knows, a dispute over the meaning of an existing term in a collective bargaining agreement is a minor dispute. The grievance provisions of the Agreement expressly recognize that such disputes must be resolved by arbitration before an adjustment board if the parties cannot resolve the dispute in on-property handling.

In that regard, for the first two years of the Agreement, Article 6, Section 3 contemplates that any dispute "over interpretation of any provision contained in . . ." the Agreement will first be addressed by the Disputes Resolution Committee ("DRC") and, if still unresolved, submitted to arbitration. See Article 6, Section 3.D ("Should the Disputes Resolution Committee reach impasse on a particular dispute, either party may docket the matter to a final and binding Arbitration Board as agreed to by the parties."). Under Section 3.B, the Organization can send a letter to CSXT expressing a concern over a interpretative issue. The Organization has not previously sent a letter to CSXT pursuant to or which satisfies the DRC requirements in Section 3.B. A meeting is currently scheduled for this Friday, September 30 to discuss vacation scheduling issues. Please confirm at that meeting whether the Organization intends the September 26, 2011 letter to be such a letter. If that is your intention, CSXT will respond in accordance with Section 3.B.

The Organization requested an immediate meeting to discuss the matters raised in its September 26 letter. As indicated, the parties have scheduled a meeting for September 30 at CSXT's offices for additional discussions on these matters. If after that meeting the parties still have a dispute over the proper interpretation of Article 29, Section 5.C (5), the dispute is clearly a minor dispute which, by law and contract, must be resolved through arbitration.

Sincerely,



Myron W. Becker



UNITED TRANSPORTATION UNION

JOHN D. WHITAKER, III
GENERAL CHAIRMAN (SCL)

J.R. TOWNSEND
GENERAL CHAIRMAN (CO)

J.R. WILLIS
GENERAL CHAIRMAN (LN)

RANDY PULLEN
GENERAL CHAIRMAN (AWP)

November 2, 2011

Myron Becker
Director, Labor Relations
CSX Transportation
6735 Southpoint Drive South, J-455
Jacksonville, FL 32216

CANNED & SENT

Dear Sir:

This is a response to your position taken in your letter dated September 29, 2011, concerning a non-acquiescence letter from our office dated September 26, 2011, concerning the scheduling of vacations for 2012.

After a thorough review of your position, you contend the parties intentionally used the word "zone" in Article 29 and not "supply point". Further, you assert that the parties understood these terms had two different meanings and used them in different sections of the agreement for different purposes. In one aspect of your position it is founded, yet in the other you were way off base. The term "supply point" is used in Article 11, Section 1.A, 1, 2 and 3, and was changed to reflect exactly that – "supply point", not "zone". We will not expend our energy on Article 11 at this time, and will further address such in separate correspondence.

Now turning to the issue at hand, Article 29, Section 5.C. and assertion that the word "zone" was intentionally used in order to make a material change in the application of scheduling vacations.

First, Article 29 has a very profound preamble and must be taken into account prior to any other portions of the rule.

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

Clearly, the parties do not want volumes upon volumes of correspondence from 1949 forward in the agreement. The Operating Craft Vacation Agreement has taken many turns through the course of time, and the application has withstood such.

CSRA Agreement/Becker2011/Vacation agreement

The parties outlined a skeleton of the agreement but Article 29 was intended as a guide and not to be construed as constituting the entire agreement.

Article 29 was crafted using the former SCL vacation application, taking into account various enhancements that were not contained in the A&WP, C&O and L&N Agreements. The SCL was successful in reaching an interpretation on February 13, 1998 and allowed employees to designate one week of daily vacation – please see attached letter.

We would like to draw your attention to Item 8 stating:

“Employees will be scheduled to take vacation in the zone in which the employee works the preponderance of the time for the current year. It will be the responsibility of the Local Chairmen to determine if the employee is scheduled to take vacation in the proper zone. Carrier will make available to the Local Chairman information needed to make this determination.”

This language was inserted into the CSRA, Article 29, because it had been the application on the former SCL for over 12 years and worked perfectly for both the Carrier and the Organization. However, there were two modifications which was where the word “employees” was changed to trainmen. This change was outlined in the General Principles “B” which states:

“The word “Trainmen” referred to in these rules applies to Conductors / Brakeman, Foreman / Switchman, including RCO, Utility Assignments and Car Retarder Operators.”

There was no discussion or intent to ensure the term “zone” was intentionally used in the application as the Carrier is now asserting.

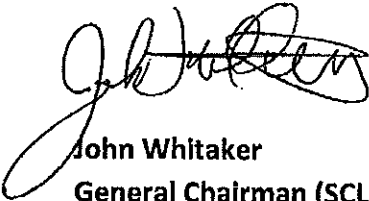
We have thoroughly reviewed our position with all Organization members involved in the negotiations, including former General Chairman Hancock, who virtually was responsible for writing the language of Article 29 and he is willing to provide an Affidavit that supports our position as outlined. There was never any intent or discussion during negotiations for setting vacations by a single roster per zone.

Lastly, the Organization entered into negotiations on the CSRA with the intent to provide a document that would allow all parties to clearly be able to understand such. Every contract imposes upon each party a duty of good faith and fair dealing in the performance of its enforcement; however, the Carrier’s actions, in this case, and in several other instances, has caused great concern that the Carrier has not acted in good faith in this instance. Your action has placed an obstacle in our path to make and maintain agreements, and difficult to explain to our membership why we should enter into any negotiations in the near future when we cannot depend upon the good faith of the Carrier to comply with agreements as negotiated.


If the Carrier insists on heading down the ill-fated path that they are on, we request that we discuss this matter in our regularly scheduled Labor Relations and UTU meeting on November 4th. This will serve as a DRC meeting on the issue in accordance with Article 6, Section 3.

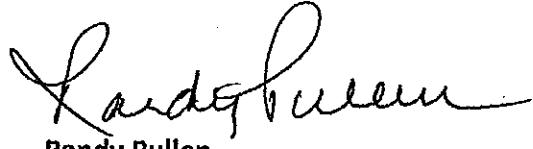
After our meeting, if we are unable to reach resolution, we will docket this matter for arbitration. Both parties have the responsibility to your employees and our members to provide them with timely handling of this matter. Based upon such, we must act accordingly.

Sincerely,


John Whitaker
General Chairman (SCL)


JR Townsend
General Chairman (CO)


Johnny Willis
General Chairman (LN)


Randy Pullen
General Chairman (AWP)

Attachment

Cy: David Ingoldsby, Assistant Vice President, Labor Relations, CSXT



Employee Relations
500 Water Street, J455
Jacksonville, FL 32202

Michael D. Rogers, Director
Employee Relations
(904) 359-1358

February 13, 1998

File: 50874SCL

Mitchell W. Currie, General Chairman
United Transportation Union
3035 Powers Ave., Suite 2
Jacksonville, Florida 32207

Dear Mr. Currie:

The following interpretation will apply regarding single-day vacations:

(1) The vacation week designated for the purpose of taking single day vacation will, so to speak, "float" for the year; that is, the employee does not have to use every day by the time the week arrives. Example: Designated week for single-day vacation is the second week of March. When that week arrives, employee has taken one day single-day vacation, the other days will continue to be available to take the rest of the year.

(2) No single-day vacations will be allowed between December 15th and January 2nd unless approved by the designated carrier officer.

(3) Vacation days designated as single day vacation not taken in the current year will be taken in January, February and March of the next year. If not taken, the employee will forfeit the unused carry-over days. If the carrier denies the employee the opportunity to take the carryover days during the designated period the employee will be paid for the remaining days. If an employee is unable to work due to medical problems or other valid reasons during the carry-over period the employee may request payment for the unused carry-over days.

(4) Employees will be allowed to mark-up and claim any assignment twenty-four (24) prior to the end of a weekly vacation. The 24 hour period starts at 12:01 A. M.

(7) Road/Yard employees who take one (1) week vacation one (1) day at a time will be allowed seven (7) days for the purpose of single-day vacation.

(8) Employees will be scheduled to take vacation in the zone in which the employee works the preponderance of the time for the current year. It will be the responsibility of the Local Chairmen to determine if the employee is scheduled to take vacation in the proper zone. Carrier will make available to the Local Chairman information needed to make this determination.

If the above correctly reflects your understanding and your concurrence please sign in the space below.

AGREED:

Mitchell W. Currie M. D. Rogers

Mitchell W. Currie, General Chairman

M. D. Rogers, Director