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CSRA

Disputes Resolution Committee

L&N, SCL, C&O, and AWP General Committees

Items List

Item No. 1

RESOLVED

CSRA Article: 6, Sec. 3 – DRC Protocol

Issue Specifics: What will be the procedures for handling DRC disputes?

CSX Position:

UTU Position:

Status: Resolved by mutual agreement.

Item No. 2

RESOLVED

CSRA Article: 50, Sec. 2 – Work Train

Issue Specifics: What would be the proper rate of pay for assigned work trains?

CSX Position: Work trains should be paid a basic road day or miles run, whichever is greater.

UTU Position: Five day work trains should be based on 100 mile yard day.

Status: Resolved with a letter of understanding, 5 day work trains to be paid at 100 mile yard rate with 6/7 day work trains to have a daily rate of 120 miles.

Item No. 3

RESOLVED

CSRA Article: 16 and 52

Issue Specifics: Would the provisions of early mark off/mark up apply to 6/2 pools?

CSX Position: No
UTU Position: Yes
Status: Resolved with a letter of understanding whereby the provisions of Article 51, Section 2, would apply to 6/2 self-supporting pools.

Item No. 4

RESOLVED

CSRA Article: 46 and 51 Run Around on Line of Road
Issue Specifics: What was the intent of the CSRA regarding the existing language for handling of a pool employee when run around on line of road.
CSX Position: The agreement language on allows for minimal adjustments.
UTU Position: An employee's standing in a pool should automatically be adjusted when run around working into away from home terminal, and adjustment should be optional at the home terminal (to allow longer time at home).
Status: Resolved with a letter of understanding allowing automatic adjustment at the AFHT, and optional adjustments (requiring notification to CMC within one hour of going off duty) if exercised.

Item No.5

RESOLVED

CSRA Article: 16 – Dropping Turns
Issue Specifics: What is the impact on guarantee of dropping a turn on the Guaranteed Extra Board?
CSX Position: Should a GEB Trainman drop his turn, he loses that week's guarantee.
UTU Position: There should be no guarantee adjustment when a GEB Trainman drops his/her turn.
Status: Resolved by letter of understanding whereby only that one day's guarantee would be lost if a GEB Trainman drops his turn.

Item No. 6

RESOLVED

CSRA Article: 45 – Road Switchers and Mine Runs

Issue Specifics: Does the CSRA allow for Road Switchers to be operated from their home terminal, and the held for rest at their “turn” terminal?

CSX Position: Yes

UTU Position: No, not when they are advertised for the miles involved for turn and return service.

Status: Withdrawn by the Organization with the understanding that if the above should happen, the crew would be due the full mileage advertised for the assignment for each leg of the trip when held at the turn terminal.

Item No.7

CSRA Article: 43 6/2 Pool Regulation

Issue Specifics: What is the process for regulation using mileage standards that were established before the RSIA?

CSX Position: The agreement is specific and CMC may regulate unilaterally should they be aware of an upcoming downturn/increase in business (new trains, curfews, etc.).

UTU Position: The regulation of the non-guaranteed pools is a joint effort between the Local Chairman and CMC, and the Local Chairman should have the leeway to use what mileage standard works best for his particular pool.

Status: Unresolved

Item No. 8

RESOLVED

CSRA Article: 19 – Transfers

Issue Specifics: What is the process defined by the CSRA for offering Trainmen temporary or permanent transfers to other locations?

CSX Position: The Carrier may make any offers at any time, and may unilaterally exclude any Trainman of their choosing.

UTU Position: The Carrier must, according to Article 19, make a transfer offer (without any extra benefits) available to Trainmen prior to any offer that included additional benefits (lump sum bonus payment, etc.).

Status: Resolved with a letter of understanding whereby the Carrier acquiesced to the Organization's position, agreeing to first offer a transfer under the provisions of Article 19. Should additional Trainmen be needed after that initial offer, the Carrier may make a second offer with extra benefits and retain the right to reject an applicant based on his/her record (injuries, IDPAP, or availability handling).

Item No. 9

RESOLVED

CSRA Article: 33 - Pilots

Issue Specifics: Must the Carrier use a qualified conductor to pilot a Trainman that is unfamiliar with the territory assigned?

CSX Position: The Carrier may use the trainman's engineer as his pilot.

UTU Position: The Carrier must use a qualified conductor as the pilot who would not be at the controls of the train.

Status: Resolved by a letter of understanding, in conjunction with new FRA regulations detailing who may act as a pilot.

Conductor →

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Item No. 10

RESOLVED

CSRA Article: 15 – Waiting on Room and/or Transportation

Issue Specifics: What is the proper application of the penalty provisions found in the Article when a Trainman has to wait for a ride or a room.

CSX Position: The agreement language is specific.

UTU Position: There is some ambiguity in the agreement that needs addressing.

Status: Resolved with a letter of understanding allowing for payment to be interrupted between the two triggering actions, should that occur. >>

Item No. 11

RESOLVED

CSRA Article: 16 and 37

Issue Specifics: Will using a DDO effect guarantee a Trainman's guarantee?

CSX Position: Yes.

UTU Position: No.

Status: Resolved with letter of understanding. ??

Item No. 12

RESOLVED

CSRA Article: 44 – Road Lunch

Issue Specifics: Does the CSRA require the Carrier to allow road lunches?

CSX Position: No.

UTU Position: Yes.

Status: Resolved with Organization withdrawing the item and Carrier agreeing the provisions of Article 44 would prevail.

Item No. 13

RESOLVED

CSRA Article: 9 – Demand Day Off

Issue Specifics: Does using a DDO or marking off for National Guard duty cause an employee to lose his IPA?

CSX Position: Yes.

UTU Position: No.

Status: Resolved with letter of understanding whereby a DDO will not effect the IPA but guard duty, under the existing terms of the agreement, will. However, an employee marking off for duty would be protected by USERRA.

Item No. 14

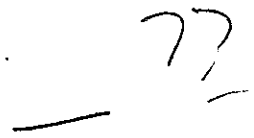
RESOLVED

CSRA Article: 40 – ID Service (Nashville/Birmingham)

Issue Specifics: Is the notice to establish new ID service proper?

CSX Position: Yes.

UTU Position: No.

Status: Issue resolved through arbitration. 

Item No. 15

RESOLVED

CSRA Article: 37 Guaranteed Extra Boards

Issue Specifics: Did the CSRA modify existing extra board guarantee rates?

CSX Position: Yes, and Carrier made reductions accordingly.

UTU Position: No, existing rates should stay the same.

Status: Resolved by letter of understanding, and Carrier went back and made whole the Trainman that lost due to Carrier's misapplication of the agreement.

Item No. 16

RESOLVED

CSRA Article: 28 - Utility Assignments

Issue Specifics: Does the CSRA require the Carrier to maintain the existing utility assignments established in Birmingham, Alabama.

CSX Position: No, they may be abolished at any time, which they were.

UTU Position: Yes, the existing utility assignments in Birmingham must be maintained.

Status: Resolved with letter of understanding providing that, if the utility positions were to be maintained, they would be governed by CSRA Article 16.

Item No. 17

RESOLVED

CSRA Article: 7 – Existing Crew Consist Agreements

Issue Specifics: Must the Carrier maintain the existing must-fill brakemen positions held by protected employees?

CSX Position: No, the Carrier may blank any brakeman position they see fit.

UTU Position: Yes, existing Crew Consist Agreements were not modified by the CSRA.

Status: Resolved, with consideration of the arbitration award's language addressing same. 77

Item No. 18

CSRA Article: N/A – Payroll Issue

Issue Specifics: Employees cannot secure payment for work if they are unable to complete their time ticket due to HOS, being removed from service, or other events.

CSX Position: The Carrier is bound by the requirements of FRA regulations and, if the quick tie up ticket would be used to generate pay, when the Trainman did complete the actual time ticket it would result in a duplicate payment.

UTU Position: The Carrier should make provisions for employees to be paid properly.
Status: Unresolved, but the Carrier is looking at payroll programming that might correct the problem. We are waiting on the Carrier's letter detailing their position.

Item No. 19

RESOLVED

CSRA Article: N/A – Gauley Shifter on the C&O property
Issue Specifics: How will equity be distributed between the C&O employees working the Gauley Shifter.
CSX Position: The Carrier does not usually get involved with equity issues, providing they are not subjected to undue expenses.
UTU Position: The C&O General Chairman determined the equity due each group.
Status: Resolved by letter of understanding.

Item No. 20

RESOLVED

CSRA Article: 5 – Lump Sum Payments
Issue Specifics: Are new hires eligible for the Article's lump sum payments?
CSX Position: No, they are covered by the New Hire Agreement.
UTU Position: Yes, a new employee hired and in training when a lump sum was payable, they should be allowed the payment once they mark up for service.
Status: Resolved with a letter of understanding, with employee falling into that class being allowed the payment.

Item No. 21

RESOLVED

CSRA Article: 16 – Early Mark Off/Up and Drop Turn Provisions

Issue Specifics: Does the early mark off and drop turn provisions of the CSRA apply to non-guaranteed conductors' extra boards?

CSX Position: No, they do not.

UTU Position: Yes they do.

Status: Resolved by letter of understanding whereby the Carrier acquiesced to the Organization's position allowing those options.

Item No. 22

RESOLVED

CSRA Article: Side Letter 9 – Local Agreements

Issue Specifics: What local agreements are in conflict with the CSRA and which are not?

CSX Position: All local agreements are superseded by the CSRA.

UTU Position: Some local agreements are not in conflict and should remain in force.

Status: The issue was resolved with further investigation into the various local agreements' applicability being required.

Item No. 23

RESOLVED

CSRA Article: 17 & 37 – Early Mark Off on Guaranteed Extra Boards

Issue Specifics: Does the early mark off provisions in the CSRA also apply to guaranteed brakemen's extra boards prior to the employee's rest day?

CSX Position: No.

UTU Position: Yes.

Status: Resolved as being a moot issue. CSRA provisions for not calling an extra board employee to go on duty after 2200 hours prior to their rest day (an automatic early mark off at 2000).

Item No. 24

RESOLVED

CSRA Article: 45 & 51 – Mine Runs at Dante, VA (L&N Issue)

Issue Specifics: Are the mine runs at Dante, VA still guaranteed as per the previous coordination agreement?

CSX Position: No.

UTU Position: Yes.

Status: Resolved by letter of understanding, whereby the Carrier acquiesced to the Organization's position.

Item No. 25

RESOLVED

CSRA Article: 57, 1, C – Extra Yard Jobs Worked Four Days in a Week

Issue Specifics: Does the CSRA require that the Carrier advertise a new yard assignment when they work an extra job the number of days specified in the agreement.

CSX Position: No, there might be extenuating circumstances that have or will change.

UTU Position: Yes.

Status: Resolved, in favor of the Organization, with the caveat that the Local Chairman must make a request to CMC to advertise the job within the time limits in EBS for having the job advertised. Some allowances must be granted for situational changes known in advance that would make advertising a job unrealistic. In such cases, should CMC not advertise the job and it continues to work, a penalty would be due the employee named by the Organization.

Item No. 26

RESOLVED

CSRA Article: 11 – Posting of Awards in EBS

Issue Specifics: The Carrier is not posting EBS awards 00:01 and 12:00 on Thursday as is required by agreement.

CSX Position: It is impossible to do so with EBS.

UTU Position: It should be posted as per agreement.

Status: Resolved by letter of understanding, extending the time until 18:00.

Item No. 27

CSRA Article: 6 – EOT claims

Issue Specifics: Are EOT claims, and the matrix established for use in validation of those claims, still applicable under the CSRA.

CSX Position: No.

UTU Position: Yes, the language in the CSRA is exactly the same and was copied over from previous agreements.

Status: Unresolved, held in abeyance until Side Letter 4 negotiations are completed, which may make the issue moot.

Item No. 28

RESOLVED

CSRA Article: 9 – Forcing of Trainmen

Issue Specifics: What conditions would allow CMC to force an employee from one location to another?

CSX Position: CMC may force an employee according to customer service needs.

UTU Position: Only the junior employee in a zone may be forced.
Status: Resolved with letter of understanding which established specific guidelines for when an employee may be forced under EBS.

Item No. 29

CSRA Article: None – Entry Rates and Rate Progression
Issue Specifics: How will the former and present entry rate provisions of the UTU/NCC National Agreement apply to CSRA employees?
CSX Position: The entry rate provisions of the UTU/NCC National Agreement which were in force at the time of the implementation of the CSRA will continue throughout the present term of the CSRA, regardless of any changes that may take place.
UTU Position: In that the CSRA makes no mention of entry rates, all employees should be paid at the full (100%) pay rate.
Status: Open dispute, held in abeyance pending a Status of Side Letter 4.

Item No. 30

CSRA Article: 29, Sec. 5, C, 5
Issue Specifics: Does the CSRA change the historical past practice of scheduling vacations by rosters established by craft, extra board jurisdiction, and location?
CSX Position: The CSRA modified the past practice by requiring vacation rosters to reflect EBS “Zones” put in place, citing the word “zone” used in the CSRA regarding vacation scheduling.
UTU Position: The CSRA did not modify the past practice, and the use of the word “zone” in the cited Article was not intended to refer to EBS “zones” which had not been established at the time.
Status: Open dispute, unresolved.

Item No. 31

CSRA Article: 9 – EBS “zone” sizes

Issue Specifics: What would be the proper size of the CSRA EBS zones?

CSX Position: The present zones were established as a collaborative effort between the UTU and Crew Management when EBS was implemented and should therefore remain as originally set.

UTU Position: The present EBS zones were initially set in an implementation process that was never intended to be permanent, but were established as a temporary starting point in order to implement EBS and would be subject to future changes.

Status: Open dispute. However, the Carrier has requested the UTU to provide what they feel would be the appropriate zones. CSX would then present them to Crew Management for review and possible implementation if in agreement.

Item No. 32

RESOLVED

CSRA Article: 20 – Personal Leave Days

Issue Specifics: Does the CSRA, as of January 1, 2012, provide for a two-tiered schedule for allocation of Personal Leave Day entitlements?

CSX Position: No, the old schedule is superseded by the new schedule that became effective on January 1, 2012.

UTU Position: Yes, as of January 1, 2012, an employee who had qualified for vacation for that year would be granted PLD entitlements under the new schedule (Art. 20, A, 2). If he did not qualify for vacation, he would still be eligible for the PLD entitlements under the old schedule (Art. 20, A, 1).

Status: Resolved, in that the old PLD entitlement schedule was vacated as of January 1, 2012, as was documented during the agreement’s presentation to the membership prior to ratification. Withdrawn by the UTU, with CSX looking into allowing uncompensated leave with impunity, to equal the number of PL days they would have been granted, for employees not qualifying for PLDs.

Item No. 33

RESOLVED

CSRA Article: 57, Sec 1, B

Issue Specifics: What is the proper application of the term “non-conventional” in determining the merits of a claim for not being relieved within 8 hours and 30 minutes of on-duty time in yard service?

CSX Position: The term excludes any RCO assignment from agreement provisions defining the penalty due. An RCO assignment is non-conventional (i.e., operated without an engineer).

UTU Position: The term refers only to yard assignments that have a non-conventional work schedule (i.e., 3 day or 4 day work week schedule).

Status: Resolved. The Carrier acquiesced to the UTU position agreeing that RCO yard assignments having a conventional schedule (5 day work week) would be due the penalty payment if the agreement’s situational specifics had occurred.

Item No. 34

CSRA Article: 36 – Doubling & Assisting Claims

Issue Specifics: Are the penalty provisions stated in the CSRA for assisting other trains or doubling hills payable to post-1985 employees?

CSX Position: No they are not, citing the 1985 UTU/NCC National Agreement.

UTU Position: Yes they are, in that they are based on a specific and defined penalty established by the CSRA. They are no longer a claim based on the actual time consumed or miles run as the basis for the amount of the claim which would exclude post-1985 employees.

Status: Open dispute, awaiting letter from the Carrier defining their position. To be held in abeyance pending Side Letter 4 negotiations.

Item No. 35

CSRA Article: 37 and 55 – Runaround

Issue Specifics: Would the penalty payment due an employee, who was harmed by a willful violation initiated by CMC not calling that employee for work to which he was due, be restricted to that provided by the runaround provisions and not allow for lost earnings?

CSX Position: Yes, in any case the employee was not called in order (runaround) and would only be due what is specified by agreement for same.

UTU Position: In cases of a blatant violation of the agreement (CMC or local management choosing whom they want to call for a job and not using the call steps), the harmed employee would be due lost earnings.

Status: Resolved.

Item No. 36

RESOLVED

CSRA Article: 15

Issue Specifics: Is an employee due meal allowances at the “home terminal” of his assignment if that employee reverses where he takes his Carrier provided lodging?

CSX Position: No, the employee may only claim meals at the designated “away from home terminal” of his assignment, even if his official residence is at that location.

UTU Position: An employee is due the meal allowance where he utilizes CSX provided lodging, regardless if that location is the home or away terminal of the assignment.

Status: Resolved. The Carrier acquiesced to the UTU position agreeing that the employee is due the meal allowance where he uses the CSX provided lodging, regardless of what is the “home terminal” of the assignment.

Item No. 37

CSRA Article: 8, Sec. 2 (Code 18 Claims)

Issue Specifics: Is an employee called to work an outlying assignment for one day, which is more than 50 miles from his home terminal, due 2 Code 18 claims for that single tour of duty?

CSX Position: No, the first day and the last day are the same and the employee is only due one single claim.

UTU Position: Yes, the one day worked is both the first day which supports one claim, and the last day which supports the second claim.

Status: Resolved. The Carrier acquiesced to the UTU position agreeing that the employee would be due two Code 18 claims for the trip to and from the assignment.

Item No. 38

RESOLVED

CSRA Article: 57 – 3 and 4 day assignments using P/L and D/V days

Issue Specifics: How are P/L and D/V days paid and deducted when used by a yard employee on a 3 or 4 day assignment.

CSX Position: Should an employee use a P/L or D/V day, they will have two deducted from their entitlements and will be paid for two.

UTU Position: The agreement says they will be paid two days, but says nothing as to how many are deducted from their entitlements.

Status: Unresolved, awaiting word from CMC if agreeable to a change to make it one for one basis, thereby doubling the number of days the employee may take compensated leave.

Item No. 39

RESOLVED

CSRA Article: 40 – Conductor Pilots on ID runs

Issue Specifics: May CSX use the assigned territorially qualified engineer to pilot a conductor when that conductor is not qualified over the territory of an ID run.

CSX Position: Yes, the engineer pilot may pilot the conductor as he is also a qualified conductor.

UTU Position: No, a separate conductor must be called, in accordance with the provisions of Article 40.

Status: Resolved, CSX is to provide a letter detailing their position.

Item No. 40

CSRA Article: 24 – Employees forced to take Rule Test on assigned rest day

Issue Specifics: Does the CSRA allow the Carrier to force employees to take their face-to-face rules exam on their assigned rest day(s)?

CSX Position: Yes.

UTU Position: No, an employee's assigned rest days are sacred and should not be unilaterally denied an employee by the Carrier. The employee should have the option, should they desire to do so, to use one or both of their assigned rest days to take their face-to-face rules exam. This is an issue that arose only in Atlanta, GA in 2012.

Status: Unresolved. CSX is to provide a letter detailing their position after they speak with the Atlanta Division management.

Item No. 41

RESOLVED

CSRA Article: 57, Sec. 4, Item 7

Issue Specifics: Are extra board employees called to work a 3 day work week yard assignment due the minimum of thirteen hours and twenty minutes at straight time rate for the first twelve hours of work on the assignment?

CSX Position: No, the employee is not assigned to that position.

UTU Position: Yes, the extra board employee would be due the 1 hour and 20 minute arbitrary normally paid to the assigned employee, with overtime after 12 hours.

Status: Resolved. The Carrier acquiesced to the Organization's position.

Item No. 42

CSRA Article: 34, Q&A 1 and 4 – Calling Windows

Issue Specifics: How should an employee at the away from home terminal be handled at end of the additional 4 hours of availability after the close of his calling window?

CSX Position: The Carrier may, subject to customer service requirements, hold the employee beyond that time under pay until used.

UTU Position: The employee must be either used on a train or deadheaded by the end of the four hours. If not, a penalty day would be due, in addition to the Code CW earnings made.

Status: Unresolved. CSX is to provide a letter detailing their position.

Item No. 43

RESOLVED

CSRA Article: 16, Sec. 1, C, 3 and Q&A 2 – Waiting status

Issue Specifics: How is an employee to be handled and paid when used of his assignment and released from the emergency work after his assignment has been used and is out of the home terminal?

CSX Position: CMC should return the employee's turn back to the home terminal and mark the employee up on his assignment. The only difference in pay would be that between what he earned for the emergency work and that of what his turn made on the one way trip.

UTU Position: CMC should place the employee in waiting status until his turn returns to the terminal, with the employee being due the difference in pay between what he earned for the emergency work and that of what his turn made on the round trip out of and back to the terminal.

Status: Resolved. The Carrier acquiesced to the UTU position.

Item No. 44

CSRA Article: 23, Sec.1, A, 1 – establishing RCO-only extra boards

Issue Specifics: Does the Carrier have the right to establish RCO-only extra boards without the concurrence of the UTU and before enough employees are RCO qualified?

CSX Position: Yes, as allowed by agreement.

UTU Position: No, doing so restricts seniority rights and is contrary to the UTU/NCC National Remote Control Agreement that requires a free flow of seniority moves to and from RCO positions.

Status: Unresolved, will be addressed with handling of claims submitted by the L&N Committee on behalf of Nashville employees.

Item No. 45

CSRA Article: 6 – Time Claim Time Limits

Issue Specifics: What is the proper application of the time limit provisions found in Article 6?

CSX Position: A time claim is dead if not slated for arbitration within six months after the first level denial of the appealed declined claim.

UTU Position: The tolling of the time limit for arbitrating a claim does not begin until the written response is received following the HDO level conference.

Status: Unresolved. CSX asked the UTU to define the time limits in writing prior to their response to the dispute.

Item No. 46

CSRA Article: 6 – Recovery of Past Payments

Issue Specifics: How far in the past may CSX go to recover what they allege to be erroneously allowed time claim payments?

CSX Position: There is no time limit on recovering payments made in error.

UTU Position: The Carrier has until the fourth pay period following the pay period in which the claim was submitted to either pay or decline a claim submitted by an employee. For automated payments (i.e., guarantee, etc.), they may go back only 12 months to recover the payments.

Status: Unresolved. CSX is to provide a letter detailing their position.

Item No. 47

CSRA Article: 37, Sec. 1, D and 57, Sec. 6, H – Off Day Work

Issue Specifics: Why was the ASL list heretofore found in the Carrier's TECS computer system turned off when its use is required in the proper sequence of calling steps?

CSX Position: The ASL is no longer needed due to RSIA regulations which make them unusable.

UTU Position: The ASL computer function should be reactivated as it is need to determine which employees have volunteered for off day service. RSIA predates the CSRA, so the Carrier's argument is without factual support.

Status: Unresolved. CSX is to provide a letter detailing their position.

Item No. 48

CSRA Article: 5, Sec. 1 (L&N Property only)

Issue Specifics: Are employees due the CSRA Lump Sum payments should those employees be in Engineer Training status on the L&N's former CRR property at the time the payments are made?

CSX Position: No, the L&N General Committee does not have an "Engineer Training Agreement" as does the C&O and SCL properties hold.

UTU Position: Yes, although palpable differences exist between the CRR manning agreement and the training agreements of the C&O and SCL, those CRR engineer trainees should be paid the lump sum payments.

Status: Unresolved. CSX has provided letter detailing their position and arbitration to settle the dispute is being considered.

Item No. 49

CSRA Article: 5, Sec. 4 – ESOP for C&O Employees

Issue Specifics: Should all C&O employees be awarded the 30 shares of CSX stock each year if they meet the qualification requirements found in the CSRA?

CSX Position: No, the C&O Crew Consist provisions only provide for the allowance to employees who were working at the time of that agreement.

UTU Position: All CSRA employees would be due the ESOP award when they met the qualifying provisions found in the CSRA, regardless of their prior rights seniority.

Status: Unresolved. CSX is to provide a letter detailing their position.

Item No. 50

CSRA Article: 40 – Loyal/Erwin ID Service Notice

Issue Specifics: Is the Carrier's notice to establish ID service between Loyall and Erwin proper?

CSX Position: Yes, the notice is compliance with the CSRA.

UTU Position: No, the notice is contrary to the existing L&N/CRR coordination agreement.

Status: Unresolved. CSX is to provide a letter detailing their position.

Item No. 51

RESOLVED

CSRA Article: None – Absenteeism Policy

Issue Specifics: May an IDPAP discipline entry be used to deny the forgiveness of a MAV warning letter, as provided for by the Carrier's 01/05/2010 letter.

CSX Position: Yes, as supposedly provided for by a CSX System Bulletin.

UTU Position: No, IDPAP discipline entries do not prejudice the MAV warning letter forgiveness that was established by the Carrier's letter.

Status: Resolved with a letter of understanding

Item No. 52

CSRA Article: None – Seniority Move information

Issue Specifics:

CSX Position: Waiting on Carrier's written position.

UTU Position: CSRA employees should be able to use the TECS system to view what assignments their seniority will allow them to hold, just as they could before implementation of EBS.

Status: Unresolved. CSX is to provide a letter detailing their position.

Item No. 53

CSRA Article: Side Letter 7 – Engineer Training Programs

Issue Specifics: CSX cancelled all existing Engineer Training Program agreements held by the SCL and C&O committees.

CSX Position: The agreements had escape clauses and they exercised that option.

UTU Position: Side Letter 7’s intent was the continuation of the programs and agreements.

Status: Unresolved, parties are in negotiations to re-establish the programs/agreements.

Item No. 54

CSRA Article: 43, 2, C – Poll Adjustments

Issue Specifics: CMC has been regulating pools without first consulting with the Local Chairmen.

CSX Position: They have that option, considering the “do not call” provisions of the RSIA.

UTU Position: Adjustments can only be done with the concurrence of the Local Chairman.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 55

CSRA Article: 37 – CGNC Guaranteed Brakeman’s Extra Board

Issue Specifics: There are no positions assigned, positions should be added.

CSX Position: There are no brakemen so the need for a brakeman’s board is non-existent.

UTU Position: The Carrier should staff the board.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 56

CSRA Article: 10

Issue Specifics: What is the proper application of Administrative Leave and the payments thereof?

CSX Position: Payments stop when the hearing is held.

UTU Position: Payments should continue until the discipline notice is served.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 57

CSRA Article: 10 – Time Withheld from Service

Issue Specifics: How is an employee to be handled while withheld from service without pay?

CSX Position: The agreement provisions are self-explanatory.

UTU Position: When an employee is withheld from service without pay, and is subsequently assessed a suspension, the days held out of service should be deducted from the suspension. For example, a man is withheld from service for thirty days and is assessed a thirty days suspension. If the days withheld from service are deducted from the suspension, the suspension is zero days.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 58

CSRA Article: 10 – Time Limits for Arbitration

Issue Specifics: Does the providing of an “Attachment A” to the Carrier in an attempt to have a case arbitrated satisfy the time limit provisions for arbitrating the dispute.

CSX Position: unknown

UTU Position: It does, shifting the burden to the Carrier to attempt to settle on an arbitrator.
Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 59

RESOLVED

CSRA Article: 13 – Holiday Gift (Code 46 claims)
Issue Specifics: How should the 12th holiday in 2012 be allowed for when only 11 are provided for by agreement?
CSX Position: The extra holiday will be handled as in the past.
UTU Position: Planning ahead should take place to avoid any confusion.
Status: Resolved. Carrier will issue a timely bulletin to inform employees how to make the proper claim.

Item No. 60

CSRA Article: 10 – Electronic Record of Hearing
Issue Specifics: How must the Carrier provide a copy of an investigation record in electronic format as required by Article 10, Section 3, A, 2?
CSX Position: Compliance is impossible, considering the new RSIA regulations.
UTU Position: Compliance is mandatory and the RSIA predates the agreement so the Carrier's argument is without factual support.
Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 61

RESOLVED

CSRA Article: 57, 5, p1 – “nearest supply point”

Issue Specifics: CMC is not going to the “nearest supply point” when filling vacancies when normal supply is exhausted.

CSX Position: CMC is correctly applying the agreement.

UTU Position: In some cases where there is both a road and yard extra boards, when the road board is exhausted, CMC will go to another supply point and not call from the yard board at the same location.

Status: Resolved with a letter of understanding.

Item No. 62

CSRA Article: 57, 5, p1 – Filling Vacancies, Call Logic

Issue Specifics: CMC is not offering work to off day employees when attempting to fill vacancies.

CSX Position: CMC is correctly applying the agreement. An employee “volunteers” for off day work when they are called and not before (ASL).

UTU Position: The ASL should be restored and properly used to fill vacancies as the CSRA language requires.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 63

RESOLVED

CSRA Article: 11, 2, b & g – Starting Vacation

Issue Specifics: May CMC call a Trainman to go on duty after the start time of his scheduled vacation?

CSX Position: Yes

UTU Position: No, providing the Trainman requests an early mark off.

Status: Resolved and withdrawn, agreement provisions provide for protection of a Trainman by early mark off for vacation.

Item No. 64

RESOLVED

CSRA Article: 9, b, 4 – Denied Requests for a DDO

Issue Specifics: What are the penalty provisions for when CMC denies an employee a requested DDO?

CSX Position: If the Trainman subsequently requests and is granted a DDO, it negates the penalty claim.

UTU Position: The Trainman is due the penalty payment, regardless of any future use of the DDO.

Status: Resolved. The Carrier acquiesced to the UTU position.

Item No. 65

CSRA Article: 9 – Demand Day Off Awarding and Scheduling

Issue Specifics: When is programming to be completed for scheduling DDOs, and why can't the Carrier post the awards in a timely manner?

CSX Position: Programming is being worked on and they are getting the awards out as quickly as possible.

UTU Position: Both need to be completed and timely.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 66

CSRA Article: 9 – Demand Day Off for Trainees

Issue Specifics: Does time spent in training disqualify an employee for a DDO the next quarter?

CSX Position: Yes, a trainee is not a Trainman, nor do they have an assignment.

UTU Position: No, a trainee is a brakeman and promoted to Conductor when marked up. They are given a schedule to train on and, should that not take any non-compensated time off, should be awarded a DDO like everyone else.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 67

CSRA Article: 12, 2 – Furlough Retention Boards

Issue Specifics: Does the CSRA allow for CMC to use furlough retention board employees to fill engineer vacancies?

CSX Position: They are filling the vacancies by the BLET SSA.

UTU Position: No, they are furloughed employees and cannot be used as engineers, only as Trainmen under the CSRA provisions.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 68

CSRA Article: New Hire Agreement

Issue Specifics: Why are the 1st and 2nd year bonuses are not being timely paid?

CSX Position: Twelve months of service is 365 starts, and employee must have that many starts for the first bonus, and that many again for the second.

UTU Position: Twelve months of active service is twelve months without furlough.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 69

CSRA Article: 40 – Hamlet to Rocky Mount ID Service (SCL Issue)

Issue Specifics: Is the proposed ID service and the notice proper?

CSX Position: Yes.

UTU Position: No.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 70

CSRA Article: 37 – Portsmouth Extra Board

Issue Specifics: What is the jurisdiction of the newly established Portsmouth extra board?

CSX Position: Anywhere they want them to work.

UTU Position: The UTU will provide what they feel is the jurisdiction.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 71

CSRA Article: 57 – 3 and 4 Day Yard Assignments Used on Their Rest Day

Issue Specifics: Would an employee on a 3 or 4 day assignment be due overtime rate (Code 48) for working on his rest day?

CSX Position: No.

UTU Position: Yes, he has completed his obligation to be a full time employee and should be granted the same benefit as an employee who works a 5 day assignment.

Status: Unresolved after meeting with HDO, waiting on Carrier to provide their position regarding the matter.

Item No. 72

RESOLVED

CSRA Article: 23 - Seniority

Issue Specifics: How will Trainmen, who transfer in as a group, establish seniority?

CSX Position: CSX posed the question

UTU Position: They will establish new CSRA seniority at the bottom of the roster while retaining their relative seniority standing among themselves.

Status: Resolved with letter of understanding.



Myron W. Becker
Director-Labor Relations

DRC Issue 1

Writer's Direct Contact Information
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E-Mail: Myron_Becker@csx.com

February 11, 2011

File: CSRA Art. 6

Mr. J. C. Hancock, 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, West Virginia 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: Article 6 - Section 3 - Disputes Resolution Committee

Gentlemen,

This will confirm our discussions on February 10, 2010 during the DRC Meeting of our intent to provide an orderly process for the handling of issues outlined in Article 6 - Claim Handling/Grievance Procedure/DRC in this regard. Your respective office(s) committed to submit your issue(s) in writing to the Officer designated by CSXT to receive same clearly identifying that it is to be handled under the provisions contained within Section 3. In the application of Article 6, e-mails or telephone calls will not be considered as official handling for DRC issues arising under the Consolidated Southern Region Agreement [CSRA].

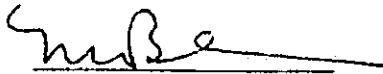
Additionally, for outstanding issues that cannot be resolved without a meeting of the DRC, prior to such meeting, each side will be required to present the other, at least three (3) weeks in advance of the scheduled meeting, one detailed agenda of their respective discussion items. In order for each issue to be reviewed by the DRC, sufficient detail and the moving parties' position must be submitted as outlined herein.

The parties also agree that any written position or understanding arising from items listed to the DRC agenda will be finalized in writing no later than three (3) weeks after the conclusion of each DRC meeting.

If the foregoing accurately reflects our discussions, please affix your signature in the space provided below and return one copy for my records.

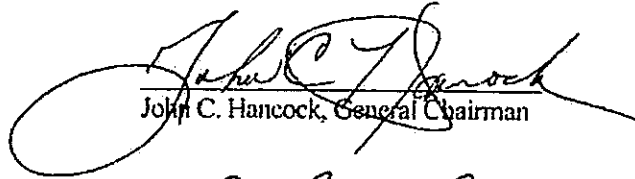
Item #1

For CSX Transportation, Inc.

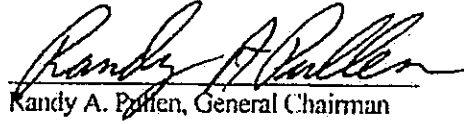


Myron W. Becker,
Director Labor Relations
Southern Region Operations

For the United Transportation Union



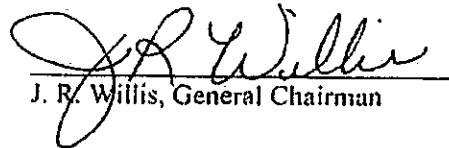
John C. Hancock, General Chairman



Kandy A. Paffen, General Chairman



Jim R. Townsend, General Chairman



J. R. Willis, General Chairman

CC: D. Ingoldsby, AVP Labor Relations
J. Mosley, Manager Labor Relations
G. Barney, Manager Labor Relations
B. Scudds, Manager Labor Relations



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

Salvatore Macedonio
Director-Labor Relations

Mr. J. D. Whitaker, General Chairman
United Transportation Union - Suite 104
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Mr. J. R. Townsend, General Chairman
United Transportation Union
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Kenova, WV 25530

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Dallas, Georgia 30157

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

Subject: CSRA DRC Issue No. 2 - Article 50

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held March 7th - 9th, 2012.

It is agreed that the language of Article 50, Section 2(A) has been modified to read:

"A. Work trains listed in the Crew Management System to work five days per week and extra or one (1) day work trains will be paid the five (5) day yard rate. Work trains listed to work six (6) or (7) seven days per week will be paid at the applicable work train rate in this Agreement and based on the miles operated with a minimum of 120 straight-time miles per day.

This understanding fully resolves any and all disputes associated with DRC Issue No. 2.

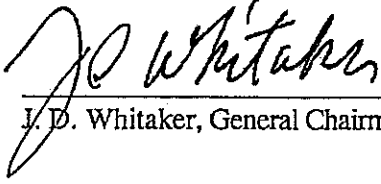
If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.


Salvatore Macedonio
Director Labor Relations,

ITEM #2

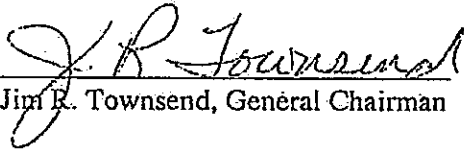
For the United Transportation Union:



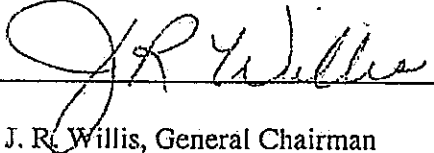
J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



J. R. Willis, General Chairman

Date: 5/23/12

DRC Issue 3



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
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July 19, 2011

File: CSRA Art. 51

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United Transportation Union - Suite 104
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32257

Mr. J. R. Townsend, General Chairman
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Kenova, West Virginia 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: Article 16 and 51 Mark off / Mark Up application to 6 & 2 Work Rest Cycle Pools.

Gentlemen:

This refers to our Disputes Resolution Committee meetings held on February 10-11, 2011 and our latest DRC meeting held on June 28-29, 2011 and our numerous previous discussions and correspondence on the subject issue.

The parties reviewed the application of, Article 16 and Article 51 Section 2, and discussed the Mark Up / Mark Off applications in regards to 6 & 2 Work – Rest Cycle Pools. The parties agree that the provisions of Article 51, Section 2 govern the application of early mark up / early mark off for 6 and 2 Self Supporting Pools. The Provisions of Article 16, Section 2 (B) do not apply to trainman assigned to 6&2 pools. The Company considers this matter resolved and has closed the file.

Sincerely,

A handwritten signature in black ink, appearing to read 'Myron W. Becker'.

Myron W. Becker,
Director Labor Relations

ITEM #3

DRC Issue 04



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
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July 15, 2011

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Chairman
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Dallas, Georgia 30157

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

DRC Issue 04 – Article 46 and 51 Run Around on Line of Road

Gentlemen:

The following reflects our discussions during the DRC meetings held in Jacksonville on June 28, 29, 2011 pursuant to Article 6, Section 2 of the CSRA.

The parties reviewed the application of Article 46 and 51. It was agreed that Article 51, Section 3 will be modified to allow a Trainman who has been run around on the line of road to regain his same relative standing in the pool at the home and away from home terminal. Article 51, Section 3 will now read:

Section 3 First-in, and First-out

- A. 1. Employees in freight service will be called and run first-in and first-out of terminals, except where assigned to regular runs.
- B. A Trainman working in unassigned pool freight service (on a first-in and first-out basis) who has been run around on line of road while operating/deadheading by another Trainman in the same pool, will upon his arrival at the away from home terminal be automatically placed back or regain his same relative standing in that pool.

ITEM #4

C. A Trainman in unassigned pool freight service (on a first-in and first-out basis) who has been run around on line of road while operating/deadheading by another Trainman in the same pool will upon his arrival back at his home terminal be placed back or regain his same relative standing in that pool. The Trainman must notify the appropriate crew caller, within one (1) hour of the final off duty time of the name of the Trainman he is entitled to be marked ahead of. When Trainmen are given their turn in accordance with the information furnished, CSXT will not be penalized.

Note 1: Trainman not called in proper turn at their away-from-home terminal account insufficient rest will not be due additional payment, but will be sequenced in accordance with the provisions set forth in Section C above.

Note 2: Trainman called in Turnaround Service out of the home terminal as well as those called in combination service do not fall under the purview of Article 51, Section 3. Neither do Trainman marking up from being off for any reason. A Trainman called at the away from home terminal would not be sequenced around such Trainman who mark up after he is called or while he is en route to the home terminal.

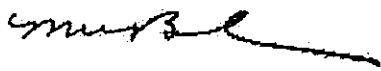
D. The sequencing of Trainmen runaround will not affect the standing of a Trainman who arrives in the terminal between Trainmen being sequenced. As an example: A Trainman called in short turnaround service, who arrives in the terminal between the Trainmen to be sequenced, such Trainmen will retain their relative standing between the Trainmen once sequenced in accordance with (A) and (B) above.

The foregoing changes will become effective, on or about August 01, 2011.


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

For CSX Transportation, Inc.

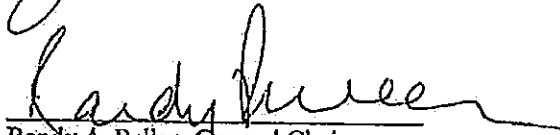
For the United Transportation Union



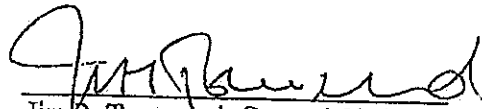
Myron W. Becker,
Director Labor Relations




J. B. Whitaker, General Chairman



Randy A. Pullen, General Chairman


Jim R. Townsend, General Chairman


J. R. Willis, General Chairman



Myron W. Becker
Director-Labor Relations

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February 11, 2011

File: CSRA Art. 16

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32257

Mr. J. R. Townsend, General Chairman
United Transportation Union
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Kenova, West Virginia 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: Article 16 Dropping Turns – Letter of Understanding

Gentlemen:

The following confirms our discussions and understanding regarding the application of Article 16 Marking Off/Marking Up, Section 1 Marking Off, D. 1. of the Consolidated Southern Region Agreement CSXT Labor Agreement No. 4-037-09. Copy of the provision referenced is reproduced below for your convenience:

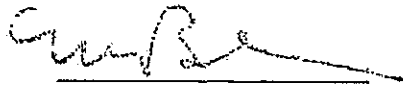
D. 1. A Trainman may "drop" his turn or slot in a pool or extra board to the bottom of the board once in a bi-weekly pay period or once in every other pay period where paid weekly. The drop must take place before the Trainman is called for service. If the Trainman uses this drop and subsequently misses his turn, any guarantee will be adjusted accordingly. Otherwise, Trainmen using this drop will not be subject to attendance handling.

It is agreed for the purpose of guarantee adjustments, a trainman who chooses to drop his turn is delaying his availability and will receive a 1/6th reduction in his guarantee.

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

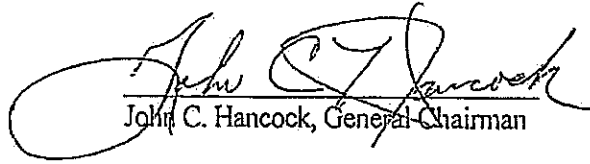
ITEM # 5

For CSX Transportation, Inc.

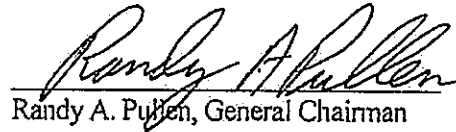


Myron W. Becker,
Director Labor Relations
Southern Region Operations

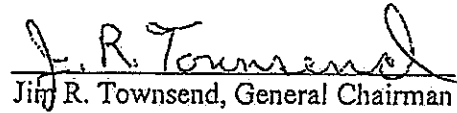
For the United Transportation Union



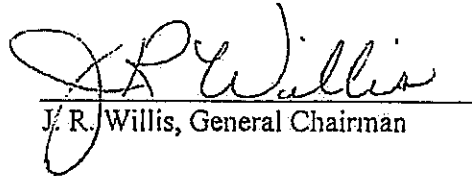
John C. Hancock, General Chairman



Randy A. Pughen, General Chairman



J. R. Townsend, General Chairman



J. R. Willis, General Chairman

CC: D. Ingoldsby, AVP Labor Relations
J. Mosley, Manager Labor Relations
G. Barney, Manager Labor Relations
B. Scudds, Manager Labor Relations



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)

May 23, 2012

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

RE: DRC Item 6 - ARTICLE 45 – ROAD SWITCHERS AND MINE RUNS

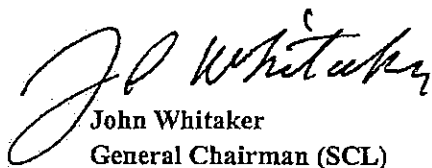
Dear Sir:

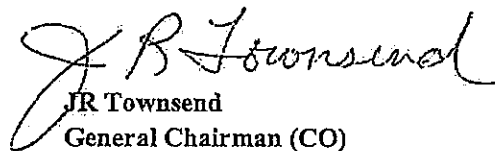
This is to acknowledge the understanding reached during our conference on March 9, 2012, concerning the proper application of a road switcher called to operate in turnaround service from terminal-to-terminal as outlined in Article 45 of the CSRA.

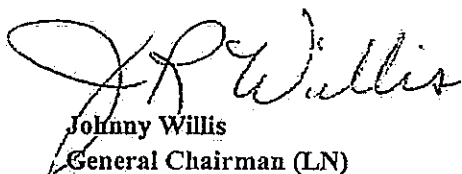
The Organization has agreed to withdraw this item from the DRC forum based upon the understanding that road switchers can be advertised with a home terminal and terminal turning point when crews are called in this manner, and will be paid in accordance with Article 45, paragraph E, which states:

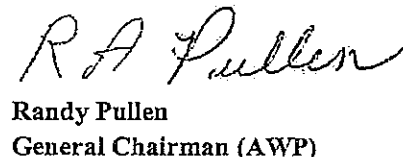
- "E. 1. Trainmen assigned to a Road Switcher/Mine Runs assignment (extra or regular) will be paid as follows:
 - a. Trip rated as provided for in Article 31, Section 1 and will be paid no less than the full advertised mileage of the assignment, and in the event the assignment operates differently than assigned, the trainman may claim actual miles or hours worked whichever is the greater; or,
 - b. Be paid on the basis of claiming miles or hours, whichever is greater.

Sincerely,


John Whitaker
General Chairman (SCL)


J.R. Townsend
General Chairman (CO)


Johnny Willis
General Chairman (LN)


Randy Pullen
General Chairman (AWP)

ITEM #6



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

Salvatore Macedonio
Director-Labor Relations

Mr. J. D. Whitaker, General Chairman
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Mr. J. R. Townsend, General Chairman
United Transportation Union
1319 Chestnut Street
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United Transportation Union
1244 Cole Creek Road
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Mr. J. R. Willis, General Chairman
United Transportation Union
3560 Cardinal Point Drive – Suite 103
Jacksonville, FL 32257

Subject: CSRA DRC Issue No. 8 – Article 19

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held March 7th – 9th, 2012.

It was agreed that Article 19 will be applied prior to the Company offering additional incentives to recruit transferees.

This understanding fully resolves any and all disputes associated with DRC Issue No. 8.

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

For CSX Transportation, Inc.

Salvatore Macédonio
Director Labor Relations,

ITEM # 8

For the United Transportation Union:

J.D. Whitaker

J.D. Whitaker, General Chairman

R.A. Pullen

Randy A. Pullen, General Chairman

J.R. Townsend

Jim R. Townsend, General Chairman

J.R. Willis

J.R. Willis, General Chairman

Date: ..

5/23/12



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

Salvatore Macedonio
Director-Labor Relations

Mr. J. D. Whitaker, General Chairman
United Transportation Union - Suite 104
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1244 Cole Creek Road
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Mr. J. R. Willis, General Chairman
United Transportation Union
3560 Cardinal Point Drive – Suite 103
Jacksonville, FL 32257

Subject: CSRA DRC Issue 9 – Article 33

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held March 7th – 9th, 2012.

Based on the expected FRA regulations governing Conductor Certification, it was agreed that the dispute regarding the application of Article 33, Section 2, will be set aside.

This understanding fully resolves any and all disputes associated with DRC Issue No. 9.


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

For CSX Transportation, Inc.

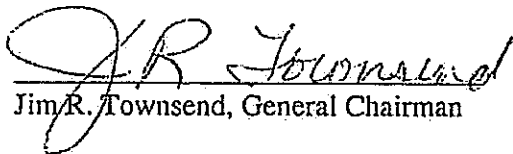
Salvatore Macedonio
Director Labor Relations,

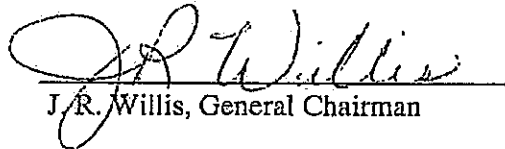
ITEM #9

For the United Transportation Union:


J. D. Whitaker, General Chairman


Randy A. Pullen, General Chairman


Jim R. Townsend, General Chairman


J. R. Willis, General Chairman

Date: 5/23/12

Issue 10



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

June 6, 2011

File: CSRA Art. 15

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, West Virginia 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: Article 15 -- Lodging and Locomotive Conditions -- Section 1 Lodging (Late Transportation / Late room Availability)

Gentlemen,

This will confirm our discussions on February 10, 2010 during the DRC Meeting regarding Article 15, Section 1 - Lodging.

Paragraph C, reads:

"Suitable transportation will be furnished from the off duty point to the lodging facilities within thirty (30) minutes after the crew goes off duty or the Trainman will be paid continuous time separate and apart from the Trainman's earnings for the trip. Crew members will be required to travel as a unit. A room will be provided at the lodging facility within thirty (30) minutes of arrival or continuous time will continue to be paid as if not relieved until a room is provided or until alternate arraignments are promptly made and a room is provided at another suitable facility. These payments for the late transportation and/or late room availability will be paid separate and apart from the Trainman's earnings for the trip."

The parties have agreed that should the thirty (30) minute time periods referred to in paragraph C above be exceeded, there will be no "free time" credited against the payments made to Trainman.

ITEM # 10

For example, if a crew is not furnished transportation until forty (40) minutes after registering off duty, the Trainman will be entitled to a forty (40) minute payment at the applicable straight time rate of pay separate and apart from their earnings for the trip. The same would apply if a room is not provided at the lodging facility within thirty (30) minutes.

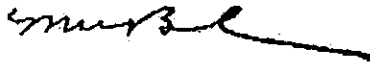
There will be no duplication of payments. For example, on the same trip, if a Trainman is not furnished transportation within forty (40) minutes after registering off duty and is likewise not furnished a room at the lodging facility until forty (40) minutes after arrival, there will be only one payment made.

In this example, the Trainman would be entitled to payment at the applicable straight time rate of pay from the time they registered off duty until the room at the lodging facility was furnished.

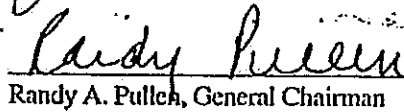
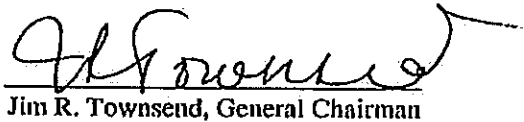
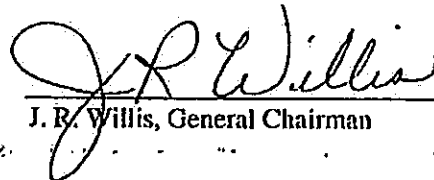
If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

For the United Transportation Union



Myron W. Becker,
Director Labor Relations
Southern Region


J. D. Whitaker, General Chairman
Randy A. Pullen, General Chairman
Jim R. Townsend, General Chairman
J. R. Willis, General Chairman

CC: D. Ingoldsby, AVP Labor Relations
J. Mosley, Manager Labor Relations
G. Barney, Manager Labor Relations
B. Scudds, Manager Labor Relations
B. Frulla, Division Manager
P. Burrus, Division Manager
M. Mayo, Division Manager
D. Jones, Division Manager

D. Hamby, Division Manager
J. Swafford, Division Manager
W. Gallahan, Director CMC
C. Magennis Director T&E Payroll
J. Gorneault, Manager Payroll
G. Turner, Supt Train Operations
A. Bleakley III, Supt Train Operations
K. Dziwulski, Supt Train Operations
R. Brownell, Supt Train Operations
G. Gore, Supt Train Operations
T. Byers, Director Labor Relations

DRC Issue 11



Myron W. Becker
Director-Labor Relations

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July 19, 2011

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

Mr. J. R. Townsend, General Chairman
United Transportation Union
1319 Chestnut Street
Kenova, West Virginia 25530

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

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

**DRC Issue 11 – Article 16 and Article 37 – Marking Up / Marking Off Guarantee
Deduction**

Gentlemen:

The following reflects our discussions during the DRC meetings held in Jacksonville on
June 28, 29, 2011 pursuant to Article 6, Section 2 of the CSRA.

The parties reviewed the application and are in agreement. The Company considers this
matter resolved and has closed the file.

Sincerely,

A handwritten signature in black ink, appearing to read "Myron W. Becker", with a long horizontal line extending to the right.

Myron W. Becker,
Director Labor Relations
Southern Region

ITEM # 11

DRC Issue 12



Myron W. Becker
Director-Labor Relations

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July 19, 2011

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Dallas, Georgia 30157

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

DRC Issue 12
Article 44 – Road Lunch

Gentlemen:

The following reflects our discussions during the DRC meetings held in Jacksonville on June 28, 29, 2011 pursuant to Article 6, Section 2 of the CSRA.

The parties reviewed the application and it was agreed that the provisions of Article 44 will continue to be applied as provided therein. The Organization has withdrawn the item. The Company considers this matter resolved and has closed the file.

Sincerely,

A handwritten signature in black ink, appearing to read "Myron W. Becker", written over a horizontal line.

Myron W. Becker,
Director Labor Relations
Southern Region

ITEM #12

DRC Issue 13



Myron W. Becker
Director-Labor Relations

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July 19, 2011-07-19

CSRA Art. 09

Mr. J.D. Whitaker, General Chairman
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32257

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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

Article 9 - Demand Days Off

Gentlemen:

The parties reviewed the application of Article 09 Demand Days Off.

It was agreed that when an employee chooses to observe a demand day off, such will not disqualify an employee for the Individual Performance Award, nor will it disqualify the employee for earning a demand day to be observed in the next quarter.

It was also agreed that Article 9 of the CSRA has no provisions to allow trainman not available due to military duty, to qualify for a Demand Day Off or the Individual Performance Award. The Organization has withdrawn the item. The Company considers this matter resolved and has closed the file.

Sincerely,

A handwritten signature in black ink, appearing to read 'Myron W. Becker', written over a horizontal line.

Myron W. Becker,
Director Labor Relations

ITEM #13



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
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March 16, 2011

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

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

Gentlemen,

This confirms our understanding following discussions held pursuant to Article 6, Section 3 - Disputes Resolution Committee as outlined in the Consolidated Southern Region Agreement. It is agreed that the following resolves all issues for Items 1, 2 and 3 that were identified in various communications between the parties.

Item 1

The compensation rate applicable to Guaranteed Extra boards advertised with one designated rest day per week (i.e., 6/1 work/rest cycle boards) pursuant to Article 37 of the Consolidated Southern Region Agreement, that had previously been advertised on the former L&N with thirteen (13) working days and two (2) designated rest days.

Unless otherwise agreed to between the parties the rate and the application of the former 13&2 Combo guaranteed extra board Agreement will be maintained and applied to those former 13/2 extra boards converted to a 6/1 work/rest cycle pursuant to Article 37 of the CSRA.

It was agreed that the weekly compensation guarantee for such extra boards will be \$1,318.86. administrated and applied as outlined in Article 37. Where a lesser weekly guarantee rate has been applied to such GEB since implementation of the CSRA, the Company will make the necessary adjustment to retroactively apply the above compensation guarantee and make whole

FILE # WELI

those affected employees. The parties agree that the foregoing will provide full and final settlement to any and all claims submitted by the Union concerning the items identified herein.

Item 2 – Article 28 Utility Assignments

It is agreed that Article 28 does not require the Company to maintain specific utility assignments, but if advertised, these assignments will be governed by the preamble of Article 28. The parties agree that the foregoing will provide full and final settlement to any and all claims submitted by the Union concerning the items identified herein.

Item 3 – Article 7

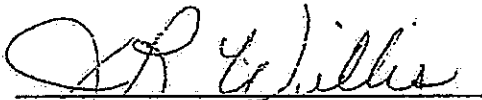
Former L&N Brakeman/switchman positions shall be governed by Attachment C and Side Letter 8 including any applicable interpretation concerning same. The parties agree that the foregoing will provide full and final settlement to any and all claims submitted by the Union concerning the items identified herein.

Item 4 – Article 40 – Birmingham – Nashville Interdivisional Service

The parties agree to docket this issue for Arbitration within sixty (60) days of the date of this letter.

FOR THE ORGANIZATION:


FOR THE COMPANY:




J.R. Willis, General Chairman




M. W. Becker, Director, Labor Relations



Randy Pullen, General Chairman



J.R. Townsend, General Chairman



John D. Whitaker, General Chairman

Cc: Robert Kerley - Vice President
United Transportation Union
320 Hickory Lane
Ozark, MO 65721

Cc: Steve Crable, Vice President Labor Relations, CSXT
David Ingoldsby, Assistant Vice President Labor Relations, CSXT
Jim Mosley, Manager, Labor Relations, CSXT



Myron W. Becker
Director-Labor Relations

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March 16, 2011

J. R. Willis, General Chairman
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1244 Cole Creek Road
Dallas, Georgia 30157

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

Gentlemen,

This confirms our understanding following discussions held pursuant to Article 6, Section 3 – Disputes Resolution Committee as outlined in the Consolidated Southern Region Agreement. It is agreed that the following resolves all issues for Items 1, 2 and 3 that were identified in various communications between the parties.

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It was agreed that the weekly compensation guarantee for such extra boards will be \$1,318.86. administrated and applied as outlined in Article 37. Where a lesser weekly guarantee rate has been applied to such GEB since implementation of the CSRA, the Company will make the necessary adjustment to retroactively apply the above compensation guarantee and make whole

ITEM # 15, 16, 17

those affected employees. The parties agree that the foregoing will provide full and final settlement to any and all claims submitted by the Union concerning the items identified herein.

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Item 3 – Article 7

Former L&N Brakeman/switchman positions shall be governed by Attachment C and Side Letter 8 including any applicable interpretation concerning same. The parties agree that the foregoing will provide full and final settlement to any and all claims submitted by the Union concerning the items identified herein.

Item 4 – Article 40 – Birmingham – Nashville Interdivisional Service


The parties agree to docket this issue for Arbitration within sixty (60) days of the date of this letter.

FOR THE ORGANIZATION:

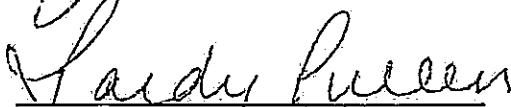
FOR THE COMPANY:




J.R. Willis, General Chairman




M. W. Becker, Director, Labor Relations



Randy Pullen, General Chairman



J.R. Townsend, General Chairman



John D. Whitaker, General Chairman

Cc: Robert Kerley - Vice President
United Transportation Union
320 Hickory Lane
Ozark, MO 65721

Cc: Steve Crable, Vice President Labor Relations, CSXT
David Ingoldsby, Assistant Vice President Labor Relations, CSXT
Jim Mosley, Manager, Labor Relations, CSXT



Labor Relations Department
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Jacksonville, Florida 32202

Myron Becker
Director-Labor Relations

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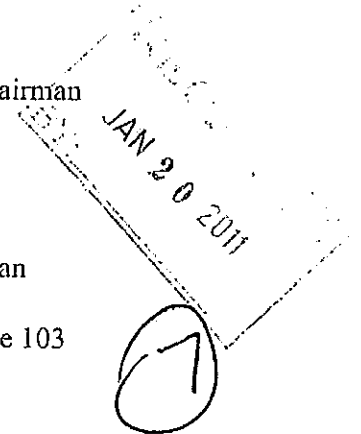
January 20, 2012

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United Transportation Union - Suite 104
3560 Cardinal Point Drive
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Mr. J. R. Willis, General Chairman
United Transportation Union
3560 Cardinal Point Drive – Suite 103
Jacksonville, FL 32257



Subject: DRC Issue 19 – Gauley Shifter

Gentlemen:

Your letter dated May 26, 2011 regarding equity on the so-called “Gauley Shifter” shared by New River and Kanawha Subdivision train crews was responded to during the DRC that was held June 28 & 29, 2011. During the DRC, CSX reviewed this issue and outlined our position as follows:

The New River and Kanawha crews would have to qualify on their own time and exercise their CSRA seniority in order to obtain their “equity”.

After communicating our position General Chairman Townsend advised he would review and respond at a later date. To our knowledge this has not happened, or has not been communicated to the company.

As a result, please refer to our letter dated July 19, 2011 and to Article 6, Section 1(C), of the UTU Consolidated Southern Region Agreement (CSRA) concerning the claims handling and DRC process, but more specifically time limits. As you may know, Section 1(C) is specific to the amount of time the Company and Organization have to progress claims at each level of this process as agreed to by both parties. Article 6, Section 1 (C) paragraph 2 addresses claims handled at the Local Chairman Level, and states:

Local Chairman may submit a written request for conference. If conference is requested, it will be held within ninety (90) days of the written request. Failure by CSXT to schedule the conference will result in a payable claim without precedent. Failure by the Local Chairman to participate in the scheduled

ITEM # 19

conference after it has been requested will result in a withdrawal of the claims without precedent, unless other arrangements are made. When the conference is held within the 90 day period, the CSXT officer will have an additional ninety (90) days from the date the conference is held to respond to the appealed claim(s); otherwise the claim(s) will become payable without establishing a precedent.

Furthermore, the General Chairman and Highest Designated Officer has the obligation to hold an additional claims conference for unresolved claims and issues that are progress to this level of the claims handling process. Article 6, Section 1 (D) of the CSRA refers to claims handled at the General Chairman Level, which states:

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 six (6) months of the conference response.

Also reference CSRA Article 6, Section 3, Paragraph D, which states:

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.

A recent review of our files on this matter confirms that based on the July 19, 2011 date of our DRC response that this issue and / or claims associated with this issue have not been timely progressed by the Organization within the specified time limits of Article 6 of the Agreement. Consequently, the Organization has failed to take the proper steps to progress these dormant issues in accordance with the CSRA and have thereby acquiesced that all issues relating to this matter are barred from further handling or consideration, as they are procedurally flawed.

Multiple board awards support the Company's position that claims and issues procedurally defective and abandoned by the Organization are subject to denial or dismissal without acknowledgement of the merits at hand. It is well understood that Neutral Members must confirm that both parties have upheld the language of the Agreement by adhering to any and all aspects of the claims handling process, prior to determining the merits of an issue. This allows the Referee to determine that the joint parties have fairly provided each other the proper time to proffer a remedy as agreed to by the signed agreement.

On December 14, 1990, the issue of progressing claims within the specified time was brought forth to the NRAB 1st Division, Award 24033 between the United Transportation Union

(UTU) and CSX Transportation (CSXT) with Referee Charlotte Gold. The circumstances concerned a runaround claim that the Organization failed to initiate within 60 days of the occurrence on which the claim was based. In denying this award, Referee Gold acknowledged, *"While the Claim could be dismissed on this basis, the Board also concludes that there is another procedural flaw that militates (sic) against sustaining the Claim"*.

Referee Robert O'Brien spoke to agreement rules governing time limits in NRAB 1st Division, Award 23442 between the Brotherhood of Locomotive Engineers (BLE) and Burlington Northern (BN) on March 18, 1983. O'Brien denied the instant case stating, *"It is undisputed that the Employees allowed this claim to lie dormant for approximately one (1) year. This Board agrees with the Carrier that such a protracted period was beyond the 'reasonable promptness' contemplated by the controlling time limits rule"* (Emphasis Added).

On May 31, 1995, this issue was again brought forth to a tribunal with jurisdiction in Public Law Board 5464, Award 11, with Referee Gil Vernon, between the BLE and BN concerning claims relating to scope rules. In its findings, the Board agreed with the Carrier that the claims are barred on the basis of acquiescence and equitable estoppels if not simply time limits. Vernon denied the case on procedural errors stating, *"This delay is not justified on the basis of materially changed circumstances or on the basis that there is a continuing claim"*.

During any discussion between the parties subsequent to the Company's July 19, 2011 DRC response I have continuously reminded you that the act of complying with the provisions of Article 6 is more than just talking about proceeding to arbitration. Moreover, I also reminded you during discussions subsequent to the July 19, 2011 DRC correspondence that those discussions did not extend the time limit provisions of Article 6. To date, the Union has not provided the Company with a proposed Public Law Board Agreement and Attachment (A). As a result, the Union has not complied with Article 6.

The forgoing outlines the Company's position that the Union's issues relating to DRC Issue Gauley Shifter has been abandoned by the Organization due to failure to properly progress the matter to Arbitration within the time limits provided for in Article 6 of the CSRA; and is therefore, barred in its entirety from further handling under Article 6 of the Agreement. As a result, the Company's position stated in the July 19, 2011 letter will govern the application of this former issue.

Sincerely,



Myron Becker

CC:

Mr. D. Ingoldsby – AVP Labor Relations
Mr. A. McCombs – Manager Labor Relations

Mrs. T. Clinton – Manager Labor Relations
Mr. J. Mosley – Manager Labor Relations
Mr. G. Barney – Manager Labor Relations
Mr. T. Byers – Director Labor Relations
Mr. T. Flanley – AVP Crew Management
Mrs. C. Magennis – Director T&E Payroll

DRC Issue 20



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
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July 19, 2011

File: CSRA Art. 09

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32257

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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

DRC Issue 20
Article 5 – Lump Sum

Gentlemen:

The following reflects our discussions during the DRC meetings held in Jacksonville on June 28, 29, 2011 pursuant to Article 6, Section 2 of the CSRA.

The parties reviewed the application and are in agreement with the application of Article 5. The Company considers this matter resolved and has closed the file.

Sincerely,

A handwritten signature in black ink, appearing to read "Myron W. Becker", written over a horizontal line.

Myron W. Becker,
Director Labor Relations
Southern Region

ITEM # 20

DRC Issue 21



Myron W. Becker
Director-Labor Relations

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July 19, 2011

File: CSRA Art. 16

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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: Article 16 - Marking Off/Marking Up

Gentlemen,

This will confirm our discussions on June 28 and 29, 2011, during the DRC Meeting regarding Article 16, Section 1 D. 1, quoted below:

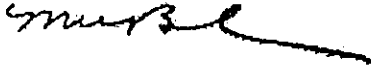
"A Trainman may "drop" his turn or slot in a pool or extra board to the bottom of the board once in a bi-weekly pay period or once in every other pay period where paid weekly. The drop must take place before the Trainman is called for service. If the Trainman uses this drop and subsequently misses his turn, any guarantee will be adjusted accordingly. Otherwise, Trainmen using this drop will not be subject to attendance handling or be considered unavailable for any other reason."

The question at issue was the application of above quoted provision to non-guaranteed extra boards. This letter confirms information provided during the meetings that the above quoted provision does apply to non-guaranteed extra boards and programming has been in place since March 12, 2011.

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

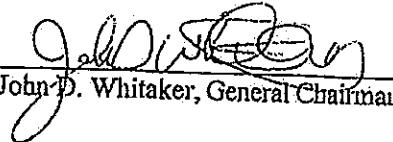
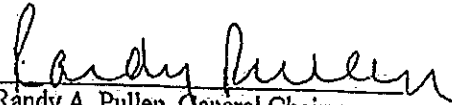
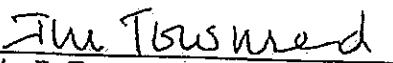
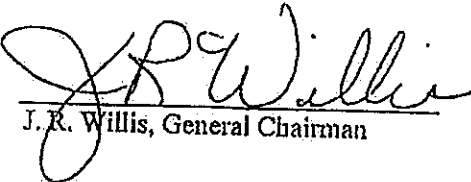
ITEM # 21

For CSX Transportation, Inc.



Myron W. Becker,
Director Labor Relations

For the United Transportation Union


John D. Whitaker, General Chairman
Randy A. Pullen, General Chairman
Jim R. Townsend, General Chairman
J. R. Willis, General Chairman

CC: D. Ingoldsby, AVP Labor Relations
J. Mosley, Manager Labor Relations
G. Barney, Manager Labor Relations
B. Scudds, Manager Labor Relations
B. Frulla, Division Manager
P. Burrus, Division Manager
M. Mayo, Division Manager
D. Jones, Division Manager
D. Hamby, Division Manager
J. Swafford, Division Manager
W. Gallahan, Director CMC
T. Byers, Director Labor Relations



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Salvatore Macedonio
Director-Labor Relations

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

Subject: CSRA DRC Issue No 22 – Side Letter 9

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held March 7th – 9th, 2012.

It was agreed that a complete listing of Local Agreements submitted for review by the former SCL Committee will be provided. This listing will be similar to the list provided to the former L&N Committee.


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

For CSX Transportation, Inc


Salvatore Macedonio
Director Labor Relations,

ITEM #22


For the United Transportation Union:




J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



O.E. Weathers, General Chairman

Date: 7-13-12

DRC Issue 23



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
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June 19, 2011

File: CSRA Art. 16 & 37

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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: Article 16 and 37 -- Early Mark Off provisions

Gentlemen,

This will confirm our discussions on June 28 and 29, 2011, during the DRC Meeting regarding Article 16 and Article 37 concerning early mark off provisions and their application to extra boards.

Initially, Article 37 Section 1 A. 1. provides that extra board employees at their home terminal will not be called for an on-duty time of 2200 or later preceding their rest day:

"Where Guaranteed Extra Boards (GEB) have been established, they will be advertised with six (6) work days and one (1) assigned off day. The scheduled rest day(s) will commence at 0001 hours, with the Trainman automatically marked back to the bottom of the board (last out) at 0001 following the assigned rest day or the required rest period (RSIA). *Extra Board employees at their home terminal will not be called for duty that commences on or after 2200 hours on the day preceding their rest day.*"

Article 16 Section 1. B. Note 3 provides trainmen in unassigned service the ability to mark off early provided they notify CMC no later than 1800:

"Upon proper notification Trainmen in unassigned service will not be required to accept an assignment that goes on duty after 2200 on the day immediately prior to

ITEM # 23

~~authorized absences such as assigned rest days, personal day, vacation day(s) or week(s), or demand days off. Trainmen will not have their guarantee affected under this Article. Trainmen who wish to take advantage of this must notify CMC by 1800."~~

The parties agree Article 37 Section 1 A. 1. applies as written. It is further agreed between the parties Article 16 Section 1 B. Note 3 applies to both guaranteed and non-guaranteed extra boards except where in conflict with Article 37 Section 1 A. 1. In other words:

Extra board employees at their home terminal will not be called for duty that commences on or after 2200 hours on the day preceding their rest day.

Extra board employees will not be required to accept an assignment that goes on duty after 2200 on the day immediately prior to authorized absences such as personal leave day(s), vacation day(s) or week(s), or demand days off, provided they notify CMC by 1800.

If the parties agree, the Company will notify the Crew Management Center to arrange for programming and advise you of the effective date.

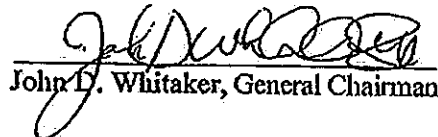
If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

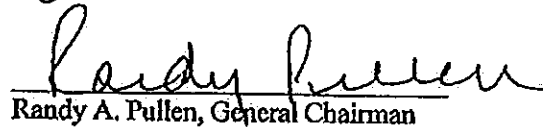


Myron W. Becker,
Director Labor Relations

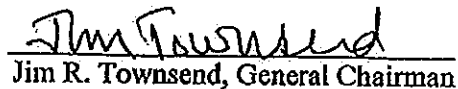
For the United Transportation Union



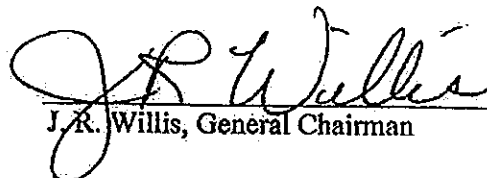
John D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



J.R. Willis, General Chairman

CC: D. Ingoldsby, AVP Labor Relations
J. Mosley, Manager Labor Relations

G. Barney, Manager Labor Relations
B. Scudds, Manager Labor Relations
B. Frulla, Division Manager
P. Burrus, Division Manager
M. Mayo, Division Manager
D. Jones, Division Manager
D. Hamby, Division Manager
J. Swafford, Division Manager
W. Gallahan, Director CMC
T. Byers, Director Labor Relations



Myron Becker
Director-Labor Relations

Labor Relations Department

500 Water Street, J-455

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March 9, 2012

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

Mr. J. R. Townsend, General Chairman
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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

Subject: DRC Issue 24 – Articles 45 & 51

Gentlemen:

This confirms our understanding that the Mine Run/Road Switcher pools at Dante, VA will continue to be guaranteed 5 days per week at 100 miles at the yard rate of pay provided the employee is available and marked up for work as provided by Article 45 F. 1 of the Consolidated Southern Region Agreement. This understanding fully resolves any and all disputes associated with DRC Issue 24.

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

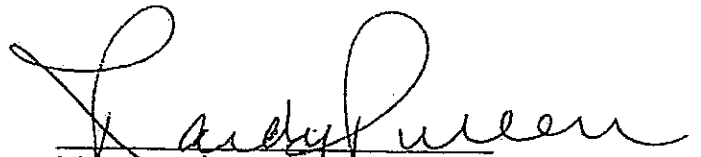
For CSX Transportation, Inc.

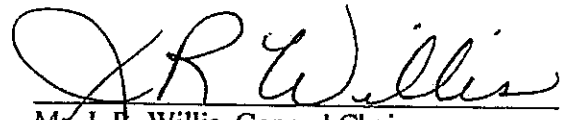
Myron Becker
Director Labor Relations Southern Region
CSX Transportation, Inc.

For the United Transportation Union:

Mr. J. D. Whitaker, General Chairman
Mr. J. R. Townsend, General Chairman

ITEM # 24


Mr. R. A. Pallen, General Chairman


Mr. J. R. Willis, General Chairman

CC: D. Ingoldsby, AVP LR

JOHN C. HANCOCK, johnh@utu851.org
General Chairman

united transportation



JOHN D. WHITAKER, III, johnw@utu851.org
YVONNE R. HAYES, yvonneh@utu851.org
Vice General Chairpersons



union

3560 Cardinal Point Drive,
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GENERAL COMMITTEE GO-851
CSX/SCL - FECR - WSSB - HPTD - GM - GARR - SCPR - SCCR

February 28, 2011

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

RECEIVED & SE.
SCAA

Dear Myron,

This refers to your February 22, 2011 (CSX File: 5091-04 CSRA) concerning advertising yard jobs pursuant to Article 57, Section 1, Paragraph C of the CSRA at Hamlet, NC and Jacksonville, FL terminals (extra jobs called).

Your correspondence is acceptable and appreciated. We will notify the Local Chairpersons that they must have the request for additional job advertisements to CMC no later than Tuesday at 12 noon in order for the jobs to be established for the next week.

Sincerely,

John D. Whitaker
General Chairman

JD:gmt

Enclosure: February 22, 2011 correspondence.

Cy: GC Pullen, Townsend and Willis

ITEM # 25

Page 1

DRC Issue 25



Myron W. Becker
Director-Labor Relations

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

July 19, 2011

File: CSRA Art. 09

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, West Virginia 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

DRC Issue 25
Article 57, Section 1C

Gentlemen:

The following reflects our discussions during the DRC meetings held in Jacksonville on June 28, 29, 2011 pursuant to Article 6, Section 2 of the CSRA.

The parties reviewed the application and are in agreement that the provisions Article 57, Section 1 C will continue to be applied as provided therein. The Company considers this matter resolved and has closed the file.

Sincerely,

Myron W. Becker,
Director Labor Relations
Southern Region

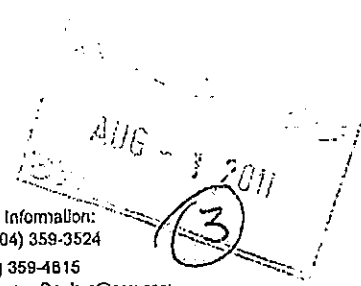
ITEM # 25

DRC Issue 26



Myron W. Becker
Director-Labor Relations

Writer's Direct Contact Information:
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Fax: (904) 359-4615
E-Mail: Myron_Becker@csx.com



July 27, 2011

Mr. J. R. Willis, General
Chairman
United Transportation Union
3560 Cardinal Point Drive - Suite 103
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Mr. J. R. Townsend, General Chairman
United Transportation Union
1319 Chestnut Street
Kenova, West Virginia 25530

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

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

DRC Issue 26 - Article 11 EBS - Posting of awards by 1200 on Thursday

Gentlemen:

The following reflects our discussions during the DRC meetings held in Jacksonville on June 28, 29, 2011 pursuant to Article 6, Section 2 of the CSRA.

The parties reviewed the application of Article 11, Section 1 (D-2). It was agreed that the provisions of Article 11, Section 1 (D-2) would be modified to allow that Awards would be posted in the computer by 1800 on Thursday for viewing by the trainman until assignments become effective at 0001 on Saturday. Article 11, Section 1 (D-2) will now read:


2. All prospective adjustments to pools and extra boards, including new assignments and abolishments that will take effect on the next JAD will be made by 1700 on Monday and must be shown in the CSXT Electronic Data Base (EDB) system by 2359 Tuesday. As a result of such adjustment or changes, Trainmen will be able to adjust their bids until 2200 on Wednesday. Awards will be posted in the computer between 0001 and 1800 on Thursday for viewing by Trainmen until the assignments become effective at 0001 on Saturday.

ITEM # 26

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

For CSX Transportation, Inc.

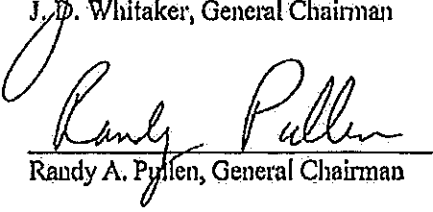
For the United Transportation Union



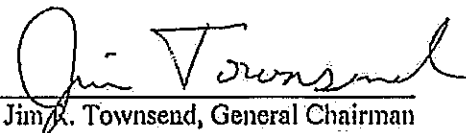
Myron W. Becker,
Director Labor Relations



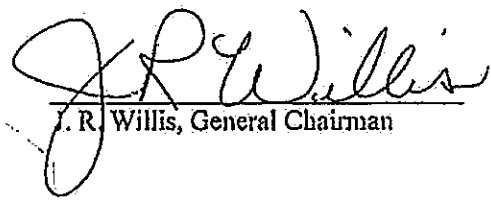
J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim A. Townsend, General Chairman



J. R. Willis, General Chairman



Myron W. Becker
Director-Labor Relations

Labor Relations Department
6735 South Point Dr. South J-455

Writer's Direct Contact Information:
Phone: (904) 279-3524
Fax: (904) 279-3329
E-Mail: Myron_Becker@csx.com

March 9, 2012

File: 5083-04 CSRA

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, GA 30157

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

Re: Process regarding Transfer/Force CSRA Trainmen

Gentlemen:

The following reflects our continued discussions following our meeting on October 19, 2011 regarding the application of Article 11 – Electronic Bid system, Article 12 – Furlough and Article 25 – Seniority and our mutual interest to align employees with jobs they desire and to successfully meet the Company's customer service requirements. When Trainmen are needed for an unfilled vacancy and manpower is not available at that location, the following process will apply:

Step 1 – Employees Qualified to Bid to Other Locations

- a) The current EBS system addresses bidding to another supply point/location by use of the current Bid Access Codes through the Employee Bid Card. Employees who are qualified and willing to work at another supply point/location should do so by indicating their preference of supply points/locations on their Employee Bid Card. Trainmen submitting sufficient bids based on their preference of supply points/locations, other than their current supply point/location, will serve as advisement to CMC of their desire to protect "work" at other supply points/locations on their EBS Zone.

Example: Employee "A": has a Bid Access Codes for Mobile, Pensacola and New Orleans. The employee desires Mobile. The employee would prefer Pensacola as the next qualified point and lastly New Orleans. The employee through the Employee Bid Card would submit all bids for Mobile, then sufficient bids for Pensacola and lastly sufficient bids to New Orleans. If the employee can not hold a position at Mobile, the employee would then be considered for the Pensacola bids, and only

B2 # W-11

when not standing at Pensacola or Mobile, he would then go to New Orleans based on his selection and seniority.

Step 2 - Employees Not Qualified - Bidding to Other Locations

Before forcing a furloughed employee to another location, employees who are not qualified but are willing to protect a manpower shortage at other locations, should indicate their willingness to qualify and then work at that location by indicating their preference of locations by contacting CMC and updating their Bid Access Card. Upon qualifying, employees will be required to remain and protect work at this location for a period of six (6) months from the date considered qualified, unless released by the Company prior to the end of six (6) months. In the application of this step 2 employees will be qualified in accordance with the provisions of Article 22, paragraphs D and F. CMC will advise Trainmen of anticipated shortages on the CSRA seniority territory.

Step 3 – Furloughed Trainman Forced to a Vacant Position

- a) The junior furloughed Trainman in an EBS Zone may be recalled pursuant to Section 1G of Article 12 and then forced to an unfilled vacancy at another supply point/location within their EBS Zone. In the event that the junior furloughed Trainman assigned is not on a Furlough Retention Board and therefore subject to the 15 day recall period, the junior qualified (if any) trainman in the EBS zone on an FRB and therefore not subject to the 15 day recall period may be used on an interim basis until such time as the junior assigned Trainman reports to the location, not to exceed 15 days. If there is no qualified FRB employee then the junior FRB employee in the zone will be utilized. FRB employees working away from their home location in accordance with this provision shall receive compensation for auto mileage and will be provided lodging at the company expense while so utilized. It is understood this paragraph (a) will only be applied when Trainmen are not furloughed at the location forced to. In the application of this paragraph a) the Trainman will be qualified in accordance with the provisions of Article 22, paragraphs D and F. The parties agree to revisit the EBS Zones set forth in the CSRA size for the purpose of minimizing the distances that employees may be forced under this provision.
- b) If forcing involves several locations within an EBS Zone, the junior furloughed Trainmen will be forced in reverse seniority (junior to senior). However, in the application of this sentence, the senior of the trainmen being forced will be given their preference of locations. In the event CMC is unable to contact the employee by 12:00 (noon) Friday, the senior of the furloughed employees being forced will be forced to the location that is nearest via highway miles to their home supply point. CMC will advise the General Chairman by email in the event employees cannot be contacted and are forced as outlined herein.
- c) In the event that the provisions set forth above do not fill the vacant assignments in an EBS Zone, the junior furloughed Trainman on the CSRA Consolidated District may be forced to fill an unfilled vacancy anywhere within the CSRA Consolidated District. In this application of this paragraph (c) it is understood that when contacted by CMC the Trainman may exercise his right to displace at another location where he stands to work. In the event the Trainman elects to exercise to a location not qualified, he will be required to qualify on his own time and expense in accordance with the provisions of Article 22, paragraph C.
- d) Employees assigned pursuant to this letter of understanding may submit a request to be released from the location to which assigned and such employees shall be released prior to the furlough of any employee at that location.

General

- a) The Union commits it will meet with the Company to resolve any issue arising from the application of this letter of understanding prior to submitting claims.
- b) The Company will implement the provisions of this letter of understanding on the second JAD following receipt of this signed document from the General Chairman.
- c) This letter of understanding may be canceled by either Party by serving fifteen (15) days advance notice in writing. However prior to doing so it is agreed that the Company and the Union will meet to review issues specific to the application of this agreement within thirty (30) days of the issue being brought to either parties' attention. This cancellation clause will expire six months from the date of signing of this agreement.
- e) In the application of this letter of understanding it is understood that the term "*junior furloughed trainman*" is the junior employee whether "*furloughed*" or assigned to the FRB.

If these provisions are agreeable, please affix your signature on the lines designated below.

For the Company:



Myron Becker
Director Labor Relations Southern Region
CSX Transportation, Inc.

For the Organization:

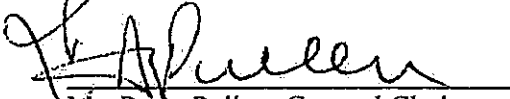
This understanding is without prejudice to the Union's position regarding Vacation scheduling as it applies to EBS Zones.



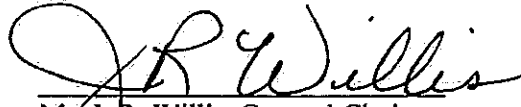
Mr. J. D. Whitaker, General Chairman
United Transportation Union



Mr. J. R. Townsend, General Chairman
United Transportation Union



Mr. R. A. Pullen, General Chairman
United Transportation Union



Mr. J. R. Willis, General Chairman
United Transportation Union

CC: D. Ingoldsby, AVP LR
T. Flanley, AVP CMC
W. Gallahan, Director CMC



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

Salvatore Macedonio
Director-Labor Relations

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

Mr. J. R. Townsend, General Chairman
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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

Subject: CSRA DRC Issue No. 33 – Article 57

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held March 7th – 9th, 2012:

I was agreed that the term “non-conventional” as used in Article 57, Section 1, paragraph A, refers to the work schedule of an assignment. Furthermore, this interpretation is specific to the use of this term in Article 57, Section 1, paragraph A only, and will not be used to interpret any other Article of the CSRA

This understanding fully resolves any and all disputes associated with DRC Issue No. 33.

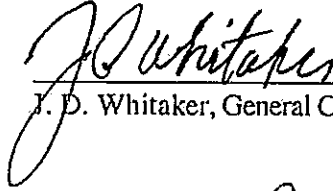
If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.


Salvatore Macedonio
Director Labor Relations,

ITEM #33

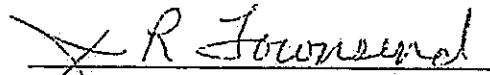
For the United Transportation Union:




J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



J.R. Willis, General Chairman

Date: 5/23/12



Labor Relations Department
6735 South Point Dr. South J-455
Jacksonville, Florida 32202

Sam Macedonio
Director-Labor Relations

Writer's Direct Contact Information:
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Fax: (904) 279-3329
E-Mail: Salvatore_Macedonio@csx.com

July 12, 2012
File: UTU DRC

Mr. J. D. Whitaker, General Chairman
United Transportation Union
3560 Cardinal Point Drive – Suite 104
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, GA 30157

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

RE: CSRA DRC Issue No. 36 – Article 15

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meetings held in Jacksonville on May 16 and May 17, 2012.

It was agreed in Article 15 that employees using reverse lodging at the “home terminal” of the assignment will be provided meals.

Meals are provided to crews at the terminal where they receive lodging. There is no disparity between the employee using reverse lodging and the employee using lodging in the traditional sense as far as paying meals is concerned. They are both calculated the same based on how long they remain at the lodging facility before their next call.

The following language of Article 15 Section 1D (1) and G allows for both provisions to occur.

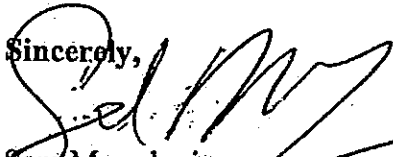
D. 1. Trainmen, assigned or extra, who properly request reverse lodging to their Division Manager and who use their legal residence at the away-from-home terminal of their assignment in lieu of accommodations provided by CSXT may utilize the designated facility at the home terminal of the assignment.

G. Meal allowances will also be granted where lodging is utilized as provided in this agreement.

ITEM # 36

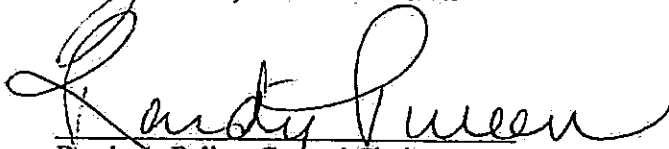
This understanding fully resolves any and all disputes associated with DRC Issue No. 36.

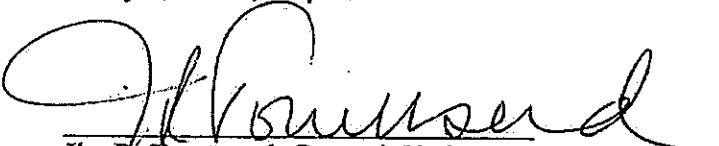
If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

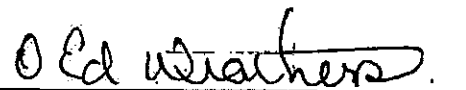
Sincerely,

Sam Macedonio
Director Labor Relations

For the United Transportation Union:


J. D. Whitaker, General Chairman


Randy A. Pullen, General Chairman


Jim R. Townsend, General Chairman


O. E. Weathers, General Chairman

Date: 7-13-12



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

Salvatore Macedonio:
Director-Labor Relations

Writer's Direct Contact Information:
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Fax: (904) 279-3329
E-Mail: Salvatore_Macedonio@csx.com

Director-Labor Relations

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

Mr. J. R. Townsend, General Chairman
United Transportation Union
1319 Chestnut Street
Kenova, WV 25530

Mr. 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

Subject: CSRA DRC Issue No. 37– Article 8

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held May 23 and 24, 2012.

It was agreed in Article 8 Section 2 when an employee works a one day assignment that it will be considered a first and last day, entitling the employee to two (2) one (1) hour payments. This application is only for the purposes of this Article 8 of the CSRA and does not apply to any other payments of this nature.

This understanding fully resolves any and all disputes associated with DRC Issue No. 37.

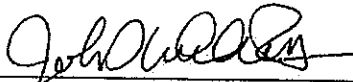
If the foregoing accurately reflects our discussions, please affix your signature in the space provided.

For CSX Transportation, Inc.

Salvatore Macedonio
Director Labor Relations,

LC # WATF
ITEM # 37

For the United Transportation Union:




J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



J.R. Willis, General Chairman

Date: 7-5-12



UNITED TRANSPORTATION UNION

JOHN D. WHITAKER, III
GENERAL CHAIRMAN (SCL)

J.R. TOWNSEND
GENERAL CHAIRMAN (CO)

ED WEATHERS
GENERAL CHAIRMAN (LN)

RANDY PULLEN
GENERAL CHAIRMAN (AWP)

July 12, 2012

Mr. Sam Macedonio
Director, Labor Relations
CSX Transportation
6735 Southpoint Drive South, J-455
Jacksonville, FL 32216

RE: DRC ITEM NO. 41 – CSRA Article 57, Section 4, Items 5 and 7

Dear Sir:

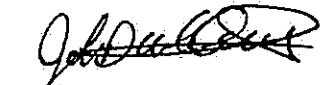
This letter confirms our discussions and resolutions to DRC Item No. 41 reached during our meeting on May 24, 2012.

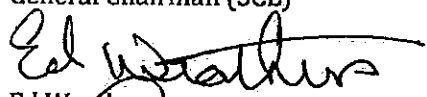
It is the agreed-upon interpretation of Article 57, Section 4, Items 5 and 7 that employees called from the extra board to fill vacancies of 4 & 3 day assignments will be paid in accordance with the assignment for which they are called to protect, i.e.

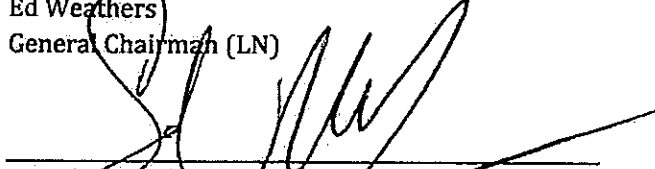
An employee called to protect a 4-day assignment, will be paid a minimum of 10 hours at the straight time rate with overtime beginning after 10 hours on duty.

An employee called to protect a 3-day assignment, will be paid 13 hours and 20 minutes at the straight time with overtime beginning after 12 hours on duty.

If this understanding fully resolves any known disputes associated with DRC Item No. 41, and correctly reflects our discussions, please affix your signature in the space provided.

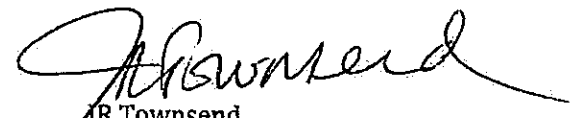

John Whitaker
General Chairman (SCL)

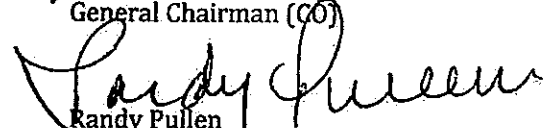

Ed Weathers
General Chairman (LN)



Sam Macedonio, Director, Labor Relations, CSXT

Sincerely,


J.R. Townsend
General Chairman (CO)


Randy Pullen
General Chairman (AWP)

ITEM # 41



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

Salvatore Macedonio
Director-Labor Relations

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

Mr. J. R. Townsend, General Chairman
United Transportation Union
1319 Chestnut Street
Kenova, WV 25530

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

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

Subject: CSRA DRC Issue No. 43 – Article 16

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held May 23rd – May 25th, 2012.

It is agreed that if a Trainman is used off his assignment/turn to fill a temporary vacancy on another assignment/turn, upon completion of the emergency work the Trainman will be marked back to his assignment/turn if it has returned to the terminal or will be placed in "waiting status" until his assignment/turn returns to the terminal and will not be subject to call while in "waiting status". Under these circumstances, the Trainman is entitled to difference in pay, if any, for having been used off his assignment/turn to fill a vacancy other than his own assignment/turn.

This understanding fully resolves any and all disputes associated with DRC Issue No. 43.


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

For CSX Transportation, Inc.

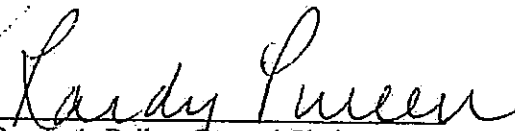
Salvatore Macedonio
Director Labor Relations,

CH # 43
ITEM WAIT

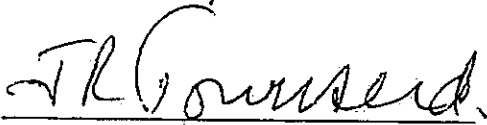
For the United Transportation Union:



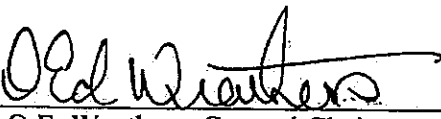
J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



O.E. Weathers, General Chairman

Date: 7-13-12



Labor Relations Department
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United Transportation Union
3560 Cardinal Point Drive – Suite 103
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Subject: CSRA DRC Issue No.51 – Availability

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held May 23-25th 2012.

It was agreed upon that CSX would review the application of the revised T&E Availability Standards and the provisions contained within it concerning warning letter removal and the application being administered at CMC. After a thorough review of the policy administration, proper application is being applied as listed below:

“180 days forgiveness is for counseling letters 1 & 2 for all T&E employees that are not at the investigation step. If the employees have reached the discipline step in the absenteeism policy (Step 1, Step 2 or Step 3) then the employees are not eligible to the 180 day forgiveness. The employee has to be active for the 180 days – if not the employee has to work the extra days before the forgiveness happens”.

This understanding fully resolves any and all disputes associated with DRC Issue No.51.


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

For CSX Transportation, Inc.

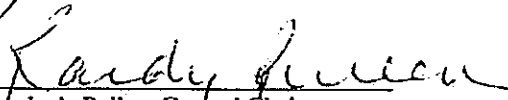
Salvatore Macedonio
Director Labor Relations,

ITEM # 51

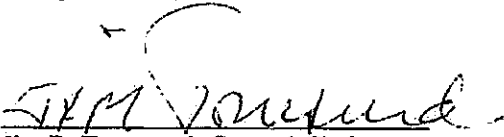
For the United Transportation Union:



J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



O.E. Weathers, General Chairman

Date: 7-19-12



Labor Relations Department
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Subject: CSRA DRC Issue No. 61 – Nearest Supply Point Article 57 section 6, I6

Gentlemen:

This confirms our discussions of the settlement of various issues reached at the DRC meeting held May 23-25th, 2012.

It was agreed that CSX would review the application of Article 57 Section 6, I6 (vacancy fill procedures) for yard jobs. After review, it has been determined that the vacancy fill logic being used is in accordance with Art 57 Section 6, I6 (The guaranteed extra board at the nearest supply point).

This understanding fully resolves any and all disputes associated with DRC Issue No. 61.


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

For CSX Transportation, Inc.

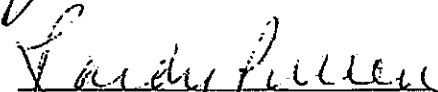
Salvatore Macédonio
Director Labor Relations,

ITEM # 61

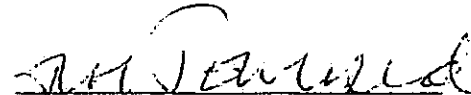
For the United Transportation Union:



J. E. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



O.E. Weathers, General Chairman

Date: 7-19-12



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Jacksonville, FL 32257

Subject: CSRA Article 25, Section 3

Gentlemen:

This confirms our discussion of the application of CSRA Article 25, Section 3 regarding employees that transfer to CSRA territory on a permanent basis.

If a group of Trainmen who have attained seniority as Trainman on a CSXT property, not covered by the CSRA, make a permanent transfer to territory covered by the CSRA, the first tie breaker used to determine the employees' new CSRA seniority order will be their relative standing on their prior roster. They will then be placed on the bottom of the CSRA Roster.

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

For CSX Transportation, Inc.

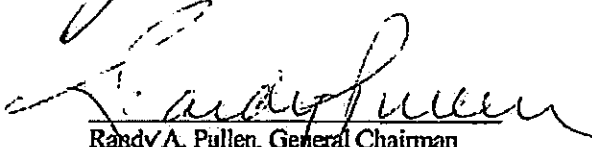
Salvatore Macédonio
Director Labor Relations,

ITEM # 72

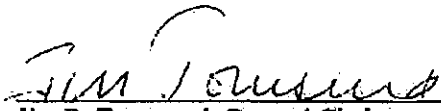
For the United Transportation Union:



J. D. Whitaker, General Chairman



Randy A. Pullen, General Chairman



Jim R. Townsend, General Chairman



O.E. Weathers, General Chairman

Date: 7-19-12