

## Article by Article Analysis

To: All Local Chairpersons and Membership of Sothern Region of UTU

From: Randy Pullen, GC; Jim Townsend, GC; JR Willis, GC; John Hancock, GC

This refers to the proposed UTU 2010 Agreement that covers the southern half of CSXT, which is posted on the website – [www.utu851.org](http://www.utu851.org) – and which your Local Chairperson has a printed copy for you. Listed below is a detailed analysis of each Article

Since this Agreement covers four different properties, some explanations apply to a particular property. These special explanations are specifically identified.

The Agreement is divided into three sections, namely: a General Section, a Road Section and a Yard Section. The General Section applies to both road and yard service. The Road Section is a road agreement and covers Conductors and Trainmen. The Yard Section is a yard agreement, and it covers Yard Foreman and Switchman. The reason there is a road and yard section is because there are two different crafts, and they cover two different groups of employees, which h are covered by separate Agreements.

### **General Section**

#### **Article 1**

- A. All regular assigned crews, including through freights, local freights, road switchers and yard jobs, are now guaranteed each day of their assignment. Crew must be notified not less than 16 hours before job is annulled. When annulled, the regular assigned crew will be paid the trip rate or miles of assignment or basic day in yard service, whichever is greater. This is a major enhancement as when through freights were previously annulled, all we got was a seniority move. Additionally, with the advance annulment time, the individual can do something with his time instead of just sitting around waiting on the call. This means that all employees in all crafts (road and yard) regardless of seniority date are guaranteed the days of their assignment whether they work or not. On the former L&N, post crew consist yardmen were not guaranteed the days of their assignment. This is a major pick-up for those Members!
- B. Conductor now has the option to claim the Holiday gift and the annulment pay. Previously, when a job was annulled, the employee could not claim both. This allows our younger Members who do not get full personal leave entitlement to get the additional holiday(s) paid. For example, an individual with 5 days of personal leave used to lose the other 6 days of holiday gift. He now can get all 11 days. This is a major enhancement and is worth an additional increase annually from \$400 to \$1600.00 to our Membership.
- C. Crew is guaranteed the annulment pay in addition to the additional service to which called.

## **Article 2**

- A. Jury duty – Employees called to perform their civic duty will be guaranteed 60 days of pay per year.
- B. Trainmen required to attend court or meet with the Company’s attorneys will be paid time lost or a basic day’s pay, whichever are greater and reasonable expenses. The rule also provided for additional payment when required to give statements at work while not on duty.

If a Company representative comes to the employee’s home to get a statement, the employee will be paid a day’s pay.

If the Company requires the employee to perform any kind of other service that is not specifically covered in the CBA, excluding safety work, he will be paid in accordance with this rule. Safety work is paid in accordance with the UTU/Safety Model. These are all enhancements to the current Agreements.

## **Article 3**

Bereavement Leave – We enlarged the rule to allow the 3 days of bereavement to be taken in the ten day period after the death rather than the current restrictions that bereavement must be taken beginning on the day of death or on the day of the funeral.

We also permitted the bereavement leave to be taken after vacation and provided for it to be a qualification day for holiday.

This makes the claiming of bereavement pay much easier and lets the individual get the pay while in this difficult time. This is a quality of life enhancement.

## **Article 4**

We maintained the provisions of the National Health and Welfare as well as the national off-track vehicle benefit.

Employees on the former C&O maintain their hospital association.

The National Off-Track vehicle benefit pays additional monies if you are injured while traveling for the company in personal or company vehicle under order of the company (Deadheading).

## Article 5 – Compensation

When we first discussed the compensation package with CSXT, it advised that we would have to take the same package as the other organization that they got during their first agreement under the new pay system. Obviously, this caused much discussion. However, we have reached resolution of this issue.

In order to properly compare this Agreement with the other organization's agreement, you have to review it over a ten year period, beginning on January 1, 2005 and continuing through December 31, 2014.

Over, the ten year period, we average 1% higher earnings over each year of the contract. If you take an annual salary of \$60,000.00, the UTU member will receive \$6000.00 more over the ten year period.

This does not include the enhancements in personal leave, continuous held away, meal allowance, Employee Personal Incentive (50 shares of stock), increase in the road switcher rate of pay, waiting time rule on regular assignments, 30 shares of stock to all, increase in the rate of pay on local freights, enhancements to the road switcher rule and the quality of life benefits.

Employees will receive compensation during the term of the Agreement as follows:

### A. Performance Bonus based on MICP

Up to 5% of their earnings in 2012  
Up to 6% of their earnings in 2013  
Up to 10% of their earnings in 2014.

We also agreed that a mandatory contribution of 15% of the bonus payment would be put into a pre-tax 401-k program. The purpose is to change a portion of the bonus into GWI's that will grow over the years. Thus, the employee will obtain huge financial benefits with very little change in monies received.

Example: Let's take \$5000.00 as the bonus payment. 15% would put \$750.00 in a 401-K pretax plan. RRB taxes would be \$500.00 and federal income taxes would be \$1190 (28% tax rate) for a net check of \$2560.00 with \$750.00 in savings plan for a total payout of \$3310. The \$750.00 will continue to grow and you can borrow against it for a home loan or children's education. Saving a little bit over an extended period of time and the compounding effect will make you a wealthy individual.

Without putting \$750.00 in a pretax plan, the net payout would be \$3100 with no money in savings, a loss of \$210.00

## B. Individual Performance Award

Individuals that meet criterion will earn 25 shares of stock every six months. The criterion for each six month period is:

Perfect attendance on Friday through Monday -- assigned off days and compensated time off count as perfect attendance; and,

No disciplinary action and reportable personable injury. (ICI, IRC, Time Out and coaching counseling are not disciplinary actions).

Over the life of the Agreement, this benefit is worth \$12,500 in today's dollars. This money is in an ESOP and will compound and grow on a pre-tax basis.

## C. GWI

There will be a 2% GWI on 1/1/12

There will be a 2% GWI on 1/1/13

There will be a 2% GWI on 1/1/14

This amounts to a 6.12% GWI

## D. Lump Sum payments

Each employee will receive two lump sum payments of \$1000.00 payable on 7/1/10 and 7/1/11. This amounts to a 1.5% bonus payment.

## E. 30 shares of stock

Every trainman will [continue to] receive 30 shares of stock each year. Currently, this is worth \$1500.00 per year

**Snap back provision.** This is explained in the Moratorium. It is a great rule! If the National Negotiating group gets more than 6.12% over the life of this agreement, then we can snap-back to those general wage increases. We also get to keep the bonuses and the individual stock awards that we earned. It's a win-win proposition for us!

## Article 6 – Claims handling

We modified the claims handling process to shorten the time to handle a claim, and we continue to modernize the process so it can be handled electronically. Penalty claims that Employees have presented to CSXT which it does not deny within the required time limits become payable on demand.

## **Article 7 – Crew Consist**

We maintained all provisions of the Crew Consist Agreement; thus, ensuring a conductor on every train and a yard foreman on every yard job for the duration of the contract. Without this provision (five more years of protection), we could possibly be in negotiations on crew consist within six months.

We also agreed to codify the Crew Consist Agreement of the four properties within six months to have a single application (cherry pick the crew consist agreements; it doesn't get any better than that). This is a great job security!

Special provisions to the Crew Consist: LN – NC&StL

- A. There will be a minimum of a Conductor/Foreman on each assignment.
- B. Effective with the implementation, blankable positions not occupied by protected employees will no longer be claimable.
- C. Effective with the date of this Agreement, 20% of protected Brakeman positions may be blanked at each location with a minimum of one position. Thereafter, the company may blank 20% per year.
- D. The company will offer protected employees the opportunity for reserve status in accordance with attachment "C" in which the employee may take the \$57,500 crew consist entitlement in monthly installments while still being covered under the Health and Welfare Plan until eligible for retirement. For each employee accepting this provision, an additional blankable position may be blanked.
- E. Yard rates on mine run/road switches will not go into effect until all blankable positions are blanked at a location.

Bus fare or weekend auto mileage will continue on LN – NC&StL.

## **Article 8 – Deadhead rule**

We maintained the pay provisions wherein trip rates are implemented. This means that a post '85 employee will continue to get the full mileage on deadheads

The standard deadhead rule was incorporated into the Agreement.

In Item E, we confirmed the applicable on-property [SCL] PLB Award that requires the Carrier to pay deadhead to the employee whose job was abolished on the last day of the assignment even if the employee claims another job in the same location. This now applies to all properties.

In Item F, we secured a rule that requires the Carrier to pay a day's pay in addition to the deadhead mileage when employees are sent to get a train, but not used on it

In section 2, we obtained a car rental allowance of one hour pro rata in addition to the standard mileage allowance when an employee uses his personal auto by permission when deadheading to an outlying assignment and the round trip distance in excess of 100 miles. This is a \$50.00 bonus payment to each extra board employee.

### **Article 9 – Demand Days Off.**

This is a new provision that permits an employee to earn demand days off (DDO) for perfect attendance in a quarter. The employee can exchange the DDO for a miss call or sick day. This is a quality of life benefit. It also permits the employee to demand to be off that day.

### **Article 10 – Investigation Rule**

This rule is sufficient enough to justify the right and honor to belong to a Union. Without this rule, it's employment at will. Employment "at will" means that if the employer wills you are fired, you're fire, no recourse, no nothing. This rule guarantees your right to a fair and impartial hearing and final review by a neutral party. It is a cherished rule!

This rule also defines when an employee may be removed from service pending hearing.

We expanded on the Carrier's responsibilities to produce witnesses.

We obtained the right to discovery material prior to the hearing.

We obtained the right for a local chairman to be assisted by a member of the General Committee.

We secured the right for the representative to be assisted by a Member of the General Committee

When the accused employee is required to attend the hearing at a location other than the home terminal, the Carrier is required to pay necessary and actual expenses, regardless of the disciplinary action.

If the hearing is scheduled, and CSXT fails to show, all parties, including the representative, will be compensated for time lost.

If CSXT unilaterally postpones a hearing after the representative has marked off, CSXT will make the LC whole for all lost earnings and reasonable expenses. This reduces cost to the local committee and saves on union dues.

We maintained/obtained an authentication rule for verification of the transcript, and we expedited the handling of discipline claims.

### **Article 11 – Electronic Bid System**

We changed the manner in which jobs are assigned and additionally, obtained guarantee for the days the jobs are advertised.

Employees can exercise seniority every 7 days. Once awarded a job, an individual cannot be displaced for 7 days. This provides earnings and job stability. You do not have to worry about being displaced and trying to find a job. You cannot be furloughed that week. Under this system, individuals have stability of income. If you choose not to work during the week, then that is the individual's personal decision; he is not at the mercy of some sharp shooter.

If CSXT annuls a job of any kind that is bulletined, the employees are guaranteed the trip rate or miles of the assignment. This applies to all classes of service, including through freight, local freight, road switcher and yard service. This is a major pick-up for us because previously, we only got a seniority move, which usually meant we did not work.

L&N – non protected yard men and road men are now guaranteed days of assignment

If CSXT abolished a job during the work week, the employees are guaranteed the trip rate or miles of the assignment; another great pick-up

If CSXT abolishes a job because of an Act of God, a basic day's pay for each day will be paid until the next week. This has been an issue for us during hurricanes or when it snows. CSXT would avow that it held no responsibility during an "Act of God." PLB 4269 upheld that position. This Agreement rule now changes that decision; this is a great enhancement!

SCL – This Rule eliminates on the former SCL the yard to road transfer, and vice versa wherein the employee was required to submit a bid to transfer by the 15<sup>th</sup> of the month. Under the new structure, employee bids wherever he wants to work every 7 days, either in the road or the yard.

### **Flowback**

We maintained our current Flowback agreements from engine service to train service and benefits therein.

## **Article 12 – Furlough**

This rule specifically outlines “how” employees will be furloughed and the specific recall provisions.

In Section 2, we made our current furlough retention board agreement part of the Schedule Agreement. This will provide furlough employees additional work opportunities plus the ability to maintain their health and welfare package, plus maintain the ability to get creditable months in the RRB System. We also obtained the maximum of vacation credit toward vacation entitlement (Section 2 M)

We also put limitations on how many people the Company could use from the Furlough Retention Board before they have to put them in the active work force. Previously, there were no restrictions. We also restricted their right to regulate board size to once a week. Previously, they could do it every hour. These are great enhancements to stability of the workforce.

Also, this should prevent the Company from furloughing people completely as they will not have access to them; they will have to put them on the FRB. The FRB will be our cushion when employees are furloughed.

## **Article 13 – Holiday Pay**

We established payment for regular and extra men employees under the holiday rule. We made it easier for the extra employee to qualify for holiday pay. Previously, there was a minimum requirement that the extra board employee work 11 days in the previous 30 to obtain holiday benefit. That rule was rescinded, and it is a major change in the right direction. All the extra board employee has to do is be available or work the day before, day of and day after the holiday in order to qualify for the holiday gift

Additionally, in order to get the punitive rate, all you have to do is work on the holiday. Previously, you have to work or be available the day before and the day after the holiday to get the punitive rate. This is a major positive change.

## **Article 14 – Leave of Absence**

This is a standard language for a Leave of Absence. We included a leave of absence for an employee to become a train dispatcher.

Also, an employee off sick has an indefinite leave of absence subject to the provisions of Section F.

## **Article 15 – Lodging and Locomotive Conditions**

The rule requires Company to provide lodging at its expense, with several amenities to the employee, such as a private room with a color TV.

The rule requires that transportation be furnished within 30 minutes, or the employee stays on continuous time that is **paid separate and apart** from the trip. It also requires that a room be provided within 30 minutes after arrival at the motel, or **paid on continuous time separate and apart** from the trip. (New)

The rule provides for reverse lodging.

When employees are forced to outlying assignments, they are entitled to company provided lodging for up to 30 days. (This is a new enhancement; under the current agreements, you are not entitled to lodging when forced.)

In Section 2, we established a rule for locomotive conditions, such as air conditioning

In Section 3, we established the requirement for:

1. Terminal facilities (yard offices)
2. Lockers (The SCL yard agreement did not require lockers; now it does.)
3. Portable lighting to be provided to all employees at no expense.
4. We cannot be required to look after trains after our time has expired under the HOS. (We just won an award on this for a day's pay)
5. Maintained the rights under Arbitration Award 419 – EOT and CL claims; and,
6. We will be involved in future locomotive cab design

## **Article 16 – Mark-up and mark-off**

We established standardized rules for automatic mark-up and mark-off.

### **Section 1**

We established a rule that an employee will not be required to take a call that goes on duty after 2200 hours (that's a 2000 call) before a DDO, rest day, pl day or vacation. Also **there will be no deduction in guarantee for the early mark-off.**

In the pool, the employee no longer has to remain off until his turn returns, he can mark-up while his turn is still out of the terminal and be placed last out. This permits the employee to be off a shorter period of time to take care of business without having to suffer the loss of a complete round trip.

We established a difference-in pay rule when used off your regular assignment. We also established a rule that permits employees in the pool or extra board to drop their turn.

## **Section 2**

We also obtained a rule for late mark-up up till 0400 when returning from DDO, PL or vacation without deduction in guarantee. **This item is a major plus.**

### **Article 17 – Passenger Service**

Passenger service rules are maintained in case the service returns.

### **Article 18 – Payday/Payroll**

The rules provides for direct deposit or pay card and automatic deduction.

### **Article 19 Transfer**

This rule provides for conditions under which temporary and permanent transfer is granted. It provides for paid training at full rate of pay for the job worked, as well as other benefits noted. Previously, we did not have a rule to cover such, and CSXT could change the offers at any time. This provides stability to the process.

### **Article 20 – Personal Leave Days.**

The rule provides for a shorter period of time in which an employee obtains personal leave days. In exchange for the shorter period of time, the employee must qualify for vacation in order to get the personal leave days.

The rule requires CSXT to evenly distribute personal leave days on each day of the week, and they cannot cancel personal leave days except for an Act of God. On some of the properties, CSXT did not have to evenly schedule pl days throughout the week; CMC would put all pl day entitlements in the middle of the week or cancel them at will. This is a major quality of life improvement to our Membership.

Employees can carry over up to 30 days personal leave and may cash them in, once earned. They become entitlements once qualified in the same manner as is vacation. You do not have to be working to get paid for earned personal leave days. When you are out sick or retire, you can cash in your personal leave days; you do not lose the pl days.

An employee that takes a personal leave day on his rest day will not have that day charged against the caps. This will allow other employees to be off when scheduled to work.

An employee may use a personal leave day for guarantee purposes after the mark-off for sick in order to protect his guarantee. See Side Letter No. 6.

### **Article 21 – Physical Examinations.**

Employees will be paid a minimum of 3 hours when required to take a medical examination at the direction of the Company. If he is required to mark-off and loses a trip, CSXT is required to pay time lost. These are enhancements to the Agreement; it provides additional compensation and guaranteed earnings.

The rule also protects an employee against wanton treatment by the Company. While the Company may remove an employee from service for medical examination, they must pay him for all time lost if it is found by competent medical authority that the individual could have performed his normal job duties. This is a great rule and is similar to the discipline rule with respect to protection to the employee!

### **Article 22 – Qualifying on Territory**

The rule requires CSXT to qualify employees, under full pay, on their home territory. If an employee has not worked on a portion of the territory in the last 12 months and cannot hold another position, CSXT will pay him one trip to re-qualify under full pay. Previously, you did this at no pay; another enhancement.

The rule also provides for instructor allowance **under any circumstance** to the employee who is doing the qualifying.

### **Article 23 – Remote Control**

UTU maintained its current right to full remote control service.

We established guidelines for training of RCO and provided for craft trainers. Previously, there were no written guidelines for required training. This provides stability for those employees who need rco training.

We established that the 46 minute payment will be paid to every established rco job even if the job is worked conventional.

#### **Article 24 – Rules examination.**

We established a minimum payment of four hours for rules classes, or time lost. This does not change the payment of eight hours pay for the pod training.

If a crew is required to attend a rules class while on duty, and they are on duty over eight hours; they will be paid actual time plus an additional minimum one hour payment in addition to all other earnings.

#### **Article 25 – Seniority**

This rule greatly expands the work opportunities of our Membership.

This rule covers the establishment of system seniority for the Southern region; Employees will have seniority from the hills of Kentucky to New Orleans to Miami, FL. The rule protects your current seniority as prior rights, but expands your seniority. The rule prohibits CSX from forcing employees outside their prior rights area.

There is also no restriction from moving from one location to another location, seniority permitting.

This is major expansion of seniority rights and permits employees to work in the southeastern United States, and at the same time, protecting those individuals working at a location.

SCL – On the former SCL, it will allow us to gain seniority at yard locations that we previously gave up, such as Richmond, VA, Montgomery and Birmingham, AL and Atlanta, GA.

#### **Article 26 – Time off for Union business.**

This protects the rights of elected union officers, including local President and S&T's, to be off to attend the Affairs of the Membership.

#### **Article 27 – Union Shop Agreement**

This rule requires membership in a union national in scope in order to maintain your employment relationship.

It also requires employees that accept positions as officers with the company to continue to pay union dues in order to maintain their seniority.

## **Article 28 – Utility Assignments**

This rule permits the company to establish utility assignments. The rate of pay is the yard foreman rate.

**All previous utility agreements established by mutual consent remain in place, including the special rates of pay.**

This is a change for the A&WP, L&N and SCL. Previously, utility jobs could only be established with the consent of the local chairman. On the former C&O, CSX could establish utility assignments at its discretion.

Our experience on this issue is that where we have voluntarily put on utility assignments, the senior men claim the jobs, and they become preferred jobs. Where we resist putting on utility jobs, it has been our experience that the men proved to the Company they didn't need the jobs by driving their personal auto – a violation of the established working conditions, etc. CSXT is going to try to work all jobs with a conductor-only. Whether it works or not depends on the people working the job. One thing to remember about utility jobs is that a utility employee can only be at one place at a time. Another item to remember is that we take away the Company letting yardmasters do our work, and claim process involved with that fight.

Yes, it is different, but the advantages – by experience – of permitting the Carrier to establish utility jobs far outweigh the potential negative aspect.

## **Article 29 – Vacation**

This rule established **six weeks of** vacation for employees with 30 years of service.

It also provides that when employees transfer from a non-operating craft (car inspector) to the operating crafts, they get to bring their vacation entitlements with them. Previously, they had to start over with their qualifications. This means that if a car inspector who had 10 years of service transferred to our craft, he had to start over with his vacation qualifying. This is a major positive change.

The rule provides for daily vacation to be administered in the same manner as personal leave; that is, you have to schedule them evenly throughout the year with a minimum of one per day, and they cannot be cancelled once scheduled.

You may have two weeks of daily vacation. Each week gives you 7 days of daily vacation.

L&N: you no longer schedule daily vacation; they are floating and can be taken as defined in the rule.

Unused carryover daily vacation will be paid on March 31 of the next year.

The rule provides for payment of 2 days pay at \$250.00 per day to local chairmen to schedule vacations. This saves in union dues.

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## **Road Section**

### **Article 30 – Expenses away from home.**

The rule provides an increase in away-from-home meal allowance as follows:

4 to 24 hours \$20.00

24 to 32 hours, an additional \$10.00

And an additional \$10.00 for each succeeding 8 hour period.

The rule permits extra employees filling outlying assignments to receive personal auto expense each day to and from the outlying point in lieu of staying at a lodging facility.

The rule provides for continuous held-away after 15 hours in unassigned service.

These are all major pick-ups for us!

### **Article 31 – Basic Day**

The rules establishes basic day for through freight and other than through freight service.

Trip rate provisions are maintained.

The rule established the basis of pay for terminal to terminal runs. This is a most important rule as it defines the limits of a basic day.

The rule contains a lap back provision.

Road crews required to classify their train en route will be paid a day's pay. This item is a major pick-up!

### **Article 32 – Beginning and Ending of Day**

The rules provides for a single on duty and single off duty point. It also requires that the employee remain under pay until he is returned to the point from which he started his trip.

### **Article 33 – Calling**

The rule provides for a two hour call.

Also it permits the Company to tell an employee to report on their rest (10 hour call) if they do so prior to completion of duty.

The rule reads that an employee will be paused (first out) in a pool or extra board when required to take rest under RSIA

There is a 4 hour call and release rule

There is a 90 minute payment if call and released prior to leaving the house.

Section 2 provides for pilot service

### **Article 34 – Calling Windows**

This rule provides a major enhancement for quality of life.

Section 1 – Assignments - through freights

When the carrier establishes an assignment, the crew will be advertised with a call time and a six (6) hour window. The crew cannot be called ahead of the window. If the crew is not called after six hours, they go under pay. If not called within 4 hours following the close of the window, the employee will be paid for the round trip. The four hour payment is in addition to the payment for the round trip.

Section 2 – Preferred pool

Crews will be assigned a train out of home terminal, first unassigned train at the away from home terminal. Assignment pay per Section 1 at the home terminal and held away at the away from home terminal applies under this rule.

### **Article 35 – Detours**

The rule provides for a CSXT crew to be used on detour movement

### **Article 36 – Doubling/Assisting Trains**

Provides for payment for assisting and doubling trains.

### **Article 37 Road Extra Board.**

This rule represents some changes

Road extra board will be established with 6 days on, 1 day off. The current guarantees will be maintained, except that the boards will be a weekly guarantee of base earnings instead of a bi-weekly guarantee.

Employees required to take rest because of RSIA will not have their guarantee reduced. This is a positive change because today CSX is deducting guarantee when you must take rest under RSIA. This provision will also encourage the railroad to keep more people on the extra board.

As previously noted, the guarantee for base earnings is on a weekly basis (Today, it is bi-weekly)

Employees can have an early mark-off (2000) hours and late mark up (0400) hours in connection with their off day without deduction in guarantee.

If the employee marks off for non-compensated reasons, he will lose his guarantee base for the week.

If the employee marks off but marks back up before called, he will not lose guarantee.

An employee may substitute a personal leave or daily vacation day for an absence after the mark-off in order to protect the guarantee. See Side Letter No. 6.

The Carrier has the right to establish additional trainmen extra boards. If the new board is less than 50 miles from the current extra board location, the company will pay driving allowances for one year. If the extra board is over 50 miles, the company will move the employee and buy his home at the previous location (UTU 1972 National ID Agreement provision).

Currently, CSXT has the right to establish new extra board supply points on the former L&N, C&O and A&WP. Currently, CSXT does not have the right to establish new extra boards for trainmen on the former SCL. (Conductors and trainmen are two different crafts.)

### **Article 38 – Helpers and Pushers**

This rule provides for pusher/helper service and requires a daily guarantee of 125 miles with the basic day being 100 miles. This is a pick-up in earnings.

### **Article 39 – Interchange Rule**

This is the National Interchange Rule, and there are no changes.

#### **Article 40 – Interdivisional Service**

This rule provides for the immediate establishment of ID Service without having to go to arbitration. We took the standard ID agreement and incorporated it into the rule. Today, the Company has the right to establish interdivisional service, either through arbitration or through mutual consent. If you go the arbitrated route, it is a bare bones agreement. This rule represents the additions that been obtained through negotiations.

#### **Article 41 – Lite engines**

This requires the assignment of a conductor on light engine movement

#### **Article 42 -- Local Freight Service**

This provides for the establishment of local freight service, and what constitutes local freight service; there is no conversion rule. This is a major pick-up for us.

Local freights assigned to five days per week will be paid yard rates.

#### **Article 43 – Mileage regulation**

Provides for regulation of pool mileage – 4200 to 4800 miles per month.

#### **Article 44 Road Lunch**

The rule provides for a meal period in all classes of road service.

#### **Article 45 – Road Switcher/Mine runs**

This rule provides for the establishment of road switchers. Road switchers may be established without any mileage limitation. They will be paid at the basic yard rate for all miles operated, including over miles. This is a major increase in pay (10% increase).

Example: Today, a 150 miles road switcher/mine runs at six days per week is paid \$274.50. If the agreement is adopted the same road switcher mine run will be paid \$304.50

Road switchers have the option of claiming miles run, or overtime, or miles of the assignment, whichever is greater

Trip rates will be implemented, but this does not change the application of the claiming of miles run, overtime if greater than the trip rate.

Holiday pay and the punitive rate apply to all road switchers, regardless of mileage.

#### **Article 46 – Runaround**

If an employee is runaround, the following payments are made:

1. 4 hours to the extra board,
2. First leg of trip for pool service; or,
3. Regular assigned employee - earnings of the assignment.

#### **Article 47 – Short trips and Turnarounds**

This rule provides for the operating of short trips and turnaround out of the same terminal.

It also restricts at the away-from-home terminal the use of short turnaround service to one time. After the employee performs this service at the away-from-home terminal, takes rest and is called again for short turnaround service, the employee must deadhead to his home terminal.

#### **Article 48 – Switching in terminals**

This rule describes the latest and complete version of road/yard rule of demarcation and work that road crews can perform where yard crews are on duty and employed. It is very simple and easy to understand. There are no changes.

#### **Article 49 – Terminals**

This established the terminals at all locations, and it has significance. CSXT cannot run a crew through a designated terminal except by ID Agreement.

CSXT has the right to establish additional terminals.

### **Article 50 – Work train Service (road)**

This rule provides for the establishment and claiming of work trains of 4 days per week and work trains of 5 or more days per week

Four day work trains are guaranteed 150 miles per day

Work trains advertised 5 or more days will be guaranteed 120 miles per day.

Work trains cannot be required to perform revenue service. However, if so required, they are due a day's pay.

### **Article 51 – Work Week**

The rule provides for the establishment of jobs that will be advertised as follows:

5 days with 1 or 2 assigned days off – paid yard rate

Six days with two rotating days off

Combination of 6 & 2 and then 4 & 2 bi-weekly work period – paid yard rate

Short pool working 6 on & 2 off

Assigned Pools with call windows

Unassigned pools.

Under the short pool -150 miles or less, the employee:

1. Work 6 days, then observe 2 days off – the individual can look 14 months ahead and know when his assigned off days are,
2. Will automatically deadhead home in combination service if they arrive at the away from home terminal on the 7<sup>th</sup> day
3. Upon arrival the away from home terminal on the sixth day, the Company will place the employee first out or deadhead him home
4. Employee will not commence or observe any of his rest days at the away-from-home terminal.
5. Employee can mark off [without penalty] up to 12 hours prior to the beginning of his off days.

This rule provides compliance with Rail Safety Improvement Act and provides many benefits/work opportunities.

Regular pools, no changes

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## **Yard Section**

**The Yard section maintains the road/yard line of demarcation, a most important rule. It protects jobs!**

### **Article 52 – Basic day in yard service**

This rule established the basic day in yard service

It established when time and ½ is applicable

It permits yard employees to perform Hostling service

It provides for footboard yardmaster rate of pay. This is a pick-up for all properties other than SCL. Footboard yardmaster rate is paid at bona fide yard supply points where there is no assigned yardmaster on duty, and the yard foreman performs work of a yardmaster. This work is described as giving instructions to road crews on where to make a pick-up, etc.

### **Article 53 - Call and release**

It provides for a 4 hour call and release

### **Article 54 – Outside of Switching Limits**

This rule describes the latest and complete version of yard/road rule of demarcation and work that yard crews can perform in road territory. It is very simple and easy to understand. There are no changes to the current agreement.

### **Article 55 – Runaround**

This provides for a ½ day for extra men and time lost for regularly assigned employees.

### **Article 56 – Yard work trains**

This rule represents gains for our yard members. It permits an arbitrary to revenue yard crews that perform work train service.

It also prohibits yard work trains from performing revenue service.

It provides for a yard foreman on all self-propelled machines in yards.

**Article 57 – Work week**

Section 1:

The rule restricts yard crews to 8 hours a day, if practicable. If crews change off, and the crew is held over 30 minutes, they are due a day’s pay. This is a great pick-up.

Section 2

This provides for starting times.

The rule also permits that 10% of yard jobs may be established outside the assigned starting time. This modifies the 1996 National Agreement that permits the Company to establish numerous jobs outside the calling cycle; it now restricts the Company.

Section 3 provides for five day work week rule; any yardman that works more than five straight time days in a work week beginning on Saturday is entitled to time and one-half for the full tour of duty.

Section 4 provides for the establishment of a 4 and 3 work week in yard service. If implemented, there is no change in the number of jobs assigned. It permits two groups of employees to work Monday through Thursday with FRI/SAT/SUN off and two other groups of employees to work FRI/SAT/SUN with four days off – guaranteed 40 hours per week.

Section 5 prohibits Company from requiring yard crews to move trains from the yard to road territory. If so required, the yard crew is due a penalty day in addition to all other earnings.

Section 6 refers to yard extra boards and is similar to the road extra board.

Section 6H provides for the calling of extra yard jobs outside the calling cycle, but pay will revert back to the last starting time from the previous shift. This is a big pick-up for all properties other than former SCL.

Section 7 This provides for a meal period in yard service

**Article 57 Yard Terminals**

The rule provides established yard points

Section 2 refers the changing of switching limits. There is no change to the current rule.

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## **Moratorium**

It protects all agreements that are not changed herein.

It also provides for the snap back provision that was discussed earlier in the rates of pay.

It provides that the Agreement will continue until December 31, 2014.

## **Attachments “A”, “B” and “C”**

There are three attachments

Attachment “A” is the Direct Hire Agreement and cost free medical plan for one year to new hires.

Attachment “B” pertains to protective conditions under ID Agreements

Attachment “C” provides for changes in the L&N Crew Consist and an opportunity for crew consist protected employees with less than three years service to leave early and maintain their health insurance.

## **Side Letters**

There are 9 side letters.

Side Letter No. 1 pertains only to the former A&WP.

Side Letter No. 2 pertains to the former SCL and A&WP. CSXT withdraws its co-ordination notice.

Side Letter No 3 pertains to all properties. It delays full implementation of the complete meal allowance and continuous held-away until EBS is implemented.

Side Letter No. 4 pertains to further discussions concerning entry rates, extra board guarantees, conductor certification and arbitrary payments. If any items are adopted, such will require ratification by all concerned on any changes. The purpose of the side letter is to continue our discussions to simplify payroll. It could provide an automatic payment to all employees each time they had a start in exchange for not having to make claims. This would permit proper payment on time, without appeal of claims.

Side Letter No. 5 provides that any cost increase associated with H&W would be deferred until a bonus payment is made.

Side Letter No. 6 permits an employee who has to make an emergency mark-off to utilize a pl day or daily vacation day to protect his weekly guarantee.

Side Letter No. 7 pertains to the C&O and SCL where the UTU maintains the engineer training agreement. We have agreed to meet and upgrade the training program.

Side Letter No. 8 applies only to the former L&N.

Side Letter No. 9 protects local agreements that have cancellation provisions which are covered by the Railway Labor Act.