

united transportation union

August 8, 2010

To: All Local Chairpersons

From: John Hancock, Randy Pullen, Jim Townsend, General Chairmen

Subject: Correspondence received from CSXT on coordination notice

As we previously advised, we are keeping you informed of current events in the coordination notice. Attached hereto are two letters that were hand delivered to the four respective general chairmen on Thursday, August 5, 2010

Letter No 1 request that we advise CSXT which agreement is governing on the southern tier of CSXT

We advised CSXT that we could not reach consensus on a single agreement.

Letter No. 2 request that we advise CSXT of the name of an arbitrator by August 9, 2010 to resolve the dispute.

Please make the Membership aware of these recent events in the coordination notice



Myron W. Becker
Director-Labor Relations

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CSXT's July 1, 2010 Notice

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

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

John Previsich - Vice President
United Transportation Union
7960 Soquel Drive No. 381
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Gentlemen,

This confirms our meeting in Atlanta, GA, held pursuant to Article I, Section 4 of the New York Dock employee protective conditions imposed in Finance Docket No's 28905, 30053 and 30849 of CSXT's July 1, 2010 Notice proposing to consolidate and coordinate train operations, employees, and related facilities in the territory covered by the former SCL, C&O, AWP, L&N and NC&Stl.

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This letter is to remind the parties that pursuant to the "Revised Standards for Preemption of Collective Bargaining Agreements for Transactions Initiated Pursuant to Section 11323 of the Interstate Commerce Act, Consolidation or Coordination, paragraph 2.", requires the Union to select a single Collective Bargaining Agreement within the parameters set forth in that Agreement, they are as follows:

2. *Where the work embraced by a Consolidation or Coordination is subject to two or more Collective Bargaining Agreements, the Organization may choose (from among those two or more agreements) which Collective Bargaining Agreement will apply to the Consolidation or Coordination. If the Union fails to select a single Collective Bargaining Agreement within the time frame for negotiations contained within the timeframe for negotiations contained in the New York Dock conditions, the single agreement to apply shall be determined by the Arbitrator. In making such determination, the arbitrator shall choose the agreement most beneficial to the employees involved as to rates of pay, rules and working conditions, including crew consist agreements.*

New York Dock, Appendix III, sub-paragraph 4. Notice and or Decision, the first and last sentences of the 2nd paragraph, state as follows:

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to applications of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for thirty (30) days.

And,

If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

- (1) *Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.*
- (2) *No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.*

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(3) *The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.*

(4) *The salary and expense of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.*

(b) *No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or decision of a referee has been rendered.*

(Emphasis added)


During our meeting to commence negotiations that was held on July 7, 2010 in Atlanta, GA; the Company was reminded by the Union that it had a thirty (30) time frame to advise the Company which agreement it was selecting, either the CSRA or the L&N and / or NC&StL. To date the Company has not been advised by the Union which Agreement it has selected, therefore the following question requires an immediate verbal and written response from the Union:

Question:

Notwithstanding that the Company is agreeable to further discussions surrounding the necessity of an implementing agreement; the required thirty (30) day period has expired and the Company is requesting that the Union advise the Company today which single Collective bargaining agreement has the Union selected to apply to the consolidation and coordination outlined in CSXT's July 1, 2010 Notice?

Thank-you in advance for advising the Company of your decision today.

Sincerely,



Myron W. Becker
Director Labor Relations
Southern Region Operations

Cc: Cindy Sanborn, Chief of Transportation
Steve Crable, VP Labor Relations
Mike Pendergrass, VP Operations
Craig King, VP Operations
Mike Smith, VP Network Operations
David Ingoldsby, AVP Labor Relations
Bob Frulla, Division Manager
Pete Burrus, Division Manager
Mark Mayo, Division Manager
Don Jones, Division Manager
David Hamby, Division Manager
Jermaine Swafford, Division Manager
Jim Mosley, Manager Labor Relations