

Q-1 Is the extra board guaranteed a base salary of 60000?

A-1 Article 37, Section (g)(1) specifies the guarantee for the road extra board reading”

“Guarantee extra boards will be weekly rated and each Trainman assigned to a GEB shall be eligible for the current applicable guarantee rate for the extra board, if applicable. Locations that have a bi-weekly rated rate will have such rate divided by two to determine the weekly rate.”

Based on the foregoing, the current bi-weekly guarantee extra board rate on the former SCL at Richmond is \$2,511.05. This means that the guarantee is now based on a weekly basis – the weekly guarantee would be \$1,255.53, for an annual guarantee base of \$65,287.30.

Q-2 In regards to system wide seniority if you are qualified in both crafts. When you arrive at a new location (other than the one you are protected at) can the carrier force you to run?

A-2 If you make a voluntary transfer to a location and you are qualified in both crafts, and you stand to “run” at that location, you would have to protect your engine service seniority – you cannot remain in train service. That is today’s current application.

Q-3: Under the current SCL Agreement, Article Rd-25, Section 4 – Rest – Home Terminal, (1) Pool freight and extra employees in road service will not be run out of home terminal or extra board point without full rest except in emergency.

Is this contractual provision eliminated on the SCL with the On Property Agreement, thereby allowing pool and extra employees to handle another train out of the home terminal after arriving from the away from home terminal?

A-3: Article Rd-25, Section 4, was superseded by the Rail Safety Improvement Act 2008 (RSIA) wherein the law prohibits the Carrier from operating a crew out of any terminal except under full 10-hours rest. As such, the rule was not included in the new agreement. From a historical prospective, Article Rd-25, Section 4 (a)(1) of the current SCL Agreement has its genesis in which the Carrier would operate a crew on a service trip into their home terminal, the crew would register off duty, and without full rest they could be called to operate back out again subject to the Hours of Service (HOS) limitations. This rule was created to stop such practice at the home terminal. You will note in conjunction with Section 4(a)(1) is Section 4(a)(2) reading:

“The above does not in any way change the practice with respect to deadheading road service employees before the expiration of this rest.”

This is a specific exception in that at the home terminal the Carrier could deadhead a crew without full rest. The rule just prohibits the Carrier from operating a crew without full rest. Should the Carrier operate a crew into the home terminal, and prior to registering off duty instruct the crew to make a trip out of the home terminal, such is prohibited in the current Schedule Agreement by Article Rd-28, Section (7)(b)(2) and is carried over into proposed agreement under Article 48, Section (c) Note.

Q-4: Do weekly vacations definitely have to start on Saturday under EBS, or can they continue to start in conjunction with rest days of the assignment?

A-4: Weekly vacations will begin on Saturday under EBS. The provisions of starting in conjunction with the rest days of your assignment are no longer applicable.

Q-5: With the EBS bidding into the yard or on the road every 7-days under Article 11: BLET Local Chairman advises this has been a huge problem for them at Richmond Terminal (C&O). An SCL Engineer can bid on yard jobs but under EBS it is a different zone than his home road and the Local Chairman weekly has to handle these yard bids with senior management at CMC to get them there. Same holds true for an SCL Engineer that bids out of yard 7-days later – it’s totally handled by the Local Chairman again with CMC. Crew callers and the EBS clerk are not allowed to permit the bid.

Are any enhancements to the EBS in the wings to correct and eliminate this situation where the Local Chairman and the Director of Crew Calling South have to perform this claiming of a job?

Also, I understand that the EBS in will not allow an Engineer to bid both on the yard and on the road at Richmond – they can only bid one or the other. Yard is ZVIR zone and the SCL Road is Z1RI.

This may also have implications at Atlanta, Montgomery, Birmingham and with system seniority.

A-5: In discussions with CSX, on our EBS, the parties have agreed that in placing a bid, the employee would not be restricted. CSXT requests that in so doing, that there be no restrictions on how far an employee can bid, and we concur. For example, an employee could bid as his first choice, the ID service from Richmond to Florence; as his second choice, the W101 at Acca Yard; as his third choice, the Y204 at Rocky Mount Yard, and his fourth choice, the Q478 operating in assigned service from Hamlet to Wilmington – the only caveats being that he must be qualified on the service for which he bids. We have eliminated the request that the employees have a transfer letter in to move from road to yard, or yard to road, and is consistent with the other 3

agreements that do not require such. CSXT has made a commitment to create programming dollars to correct this issue.

Q-6: In regards to Article 48 what does it say about switching in terminals?

A-6: Article 48 specifies what a road crew may do at a yard location where yard crews are employed and on duty. It is the current rule that is in effect today, and there is no change. As information, starting with the 1972 National Agreement, and continuing through the 1976, 1982, 1985 and the 1991 agreements, there were various changes in what road crews could do at yard points. This is supplantation and a codification of all those changes put down in one simple rule so that you can understand it.

If you were operating from Richmond to Rocky Mount, with Rocky Mount being a point where yard crews are on duty, upon arrival at Rocky Mount, you could make 3 moves in addition to yarding your train at the final location where you yard your train. I would highly recommend that you talk to Brother Jimmy Chapman for a complete and clear explanation of the application of this rule.

Q-7: What does Article 33 say?

A-7: Article 33 reads:

“A. Trainmen without a designated starting time shall be called as close as possible to two (2) hours prior to the time required to report for duty at the home terminal, except in cases of emergency, such as floods, accidents, storms, etc., where Trainmen shall be required to report as soon as possible. Trainmen at the away from home terminal will be provided not less than a two (2) hour call prior to the time required to report for duty. This does not prohibit the Company from notifying employees prior to their registering off duty, to report for duty at the expiration of their rest. The Company will be held harmless from claims in the application of this paragraph A. for calls at both the hour call stand for home and away from home terminals.

B. Trainmen must designate a primary and a secondary telephone number, if available, at which they can be reached for the purpose of being called.

C. A forty-eight (48) or seventy-two (72) hour RSIA mandated time off period will begin immediately upon the Trainman's tie-up at the home terminal following the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day start, as the case may be. The Trainman and his turn will remain in the

Pool/GEB rotation while observing this time off until such time as the turn reaches first out in the Pool/GEB. Upon reaching first out, the Trainman and his turn will "pause" until completion of the forty-eight (48) or seventy-two (72) hour requisite time off period. The Trainman may be called to be on duty at the expiration of the forty eight (48<sup>th</sup>) or seventy second (72<sup>nd</sup>) hour. The first rested turn in the Pool/GEB will be presented for call at that time, as occurs today when the first out turn is "paused" for HOS rest."

**The synopsis of Article 33 is:**

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.

"Is there an hourly limit per day or limit of days a utility man can work with the same job before a switchman needs to added to a job?"

Article 28 permits the Carriers to establish utility assignments. By definition, utility assignments work with numerous crews. However, should a utility employee work with the same yard or road job on a day-by-day basis, there are no specific requirements within Article 28 that requires the Company to establish a switchman or trainman to a job.

If the Company calls an extra utility man 3 days in a row or 5 out of 7 days, it is required to establish it as a regular assignment in the next JAD. See Articles 45 and 57, Section 1(C) of the proposed Agreement.

Q-8: (Applicable Article 29) - How will the additional week of vacation be applied in the year 2010?

A-8: If the agreement is ratified, the additional week of vacation will be payable upon demand to be applied and paid during calendar year 2010. We have asked CSX if they could schedule it or give the employee the choice. They are currently discussing the issue with CMC to see if the week could be scheduled. If it cannot be scheduled, the additional week of vacation will be paid to those who are entitled to it in 2010. It would be scheduled in the normal manner during calendar year 2011.

Q-9: What does prior rights in Article 25, Section 7 of home terminal (sub district) mean?

A-9: Home terminal (sub-district) refers to your current seniority limits on your current railroad. These are listed in Article 25, Section 6. For example, an individual on the former SCL that is working at Wilmington, NC has seniority in sub-district 1 that is listed in Section 6. Sub-district 1 of the former SCL includes Richmond, VA, Rocky Mount, NC, Hamlet, NC, Roanoke Rapids, NC, Fayetteville, NC, and Charlotte, NC. This will not change. Simply stated, what you have today as your seniority remains the same; and it also becomes designated as your prior rights area because you will receive additional seniority rights.

Article 25, Section 8 grants additional seniority where individuals never had seniority. For example, an individual on the L&N has seniority on the consolidated Alabama District. The individual does not have seniority on the Consolidated Kentucky District or on SCL District I. If the Agreement is ratified, then that individual has prior rights on the consolidated Alabama District, and he gains additional seniority on the rest of the railroad. Prior rights mean that no one can come from another seniority district and displace him; he is protected in his prior area. The other individuals have seniority beneath all those who have prior rights in their area.

Q-10: Under the bids system, locomotive engineers may be cut out on Saturday, which can affect a trainman. Will the junior trainman be furloughed, called back on a weekly basis?

A-10: The short answer is that the Company must create a spot for them in the active work force, on the furlough retention board or furlough them. It cannot let the employee hang out in never-never land. This means that during the week, you will know if you will or will not be in the assigned work force, which will give stability.

The long answer is:

The issue becomes a different problem for the Company with respect to train service. When the Company needs additional engineers, it has a pool to draw from – train service. With train service, there is no pool. As such, the Company will have to maintain additional employees in the work force where it does not with engineers. If they furloughed the trainmen, then Article 12, Section 1 governs; it can take 15-20 days to get an employee back in the force after they have been furloughed (and we want it to take that long because it will make them think before they furlough. Also, the Company cannot call an engineer to work as a conductor – this issue is resolved by written correspondence.). Each week, the Company will determine the number of employees it needs in the service. It cannot regulate such on an hourly basis as it does now. It can only regulate the trainman's extra boards once a week. On the former L&N, A&WP and C&O, the Company has the right to call furloughed employees to protect extra service. On the former SCL, the Company cannot call furloughed employees to work. As such, Article 12, Section 2 was adopted; it is a compromise among the former roads.

If the Company does not need as many people one week, instead of furloughing them, it will probably place them on the furlough retention board (FRB). They will place them there so they can have an immediate recall base. The individual on the FRB only has to be available for 3 out of 7 days, and he is guaranteed pay for 2 out of 7 days. He also retains his health and welfare package. He can also claim unemployment benefits for the other 4 days.

Moreover, an individual has the choice to be on a FRB; if he chooses to be furloughed, then he can adopt furlough status and reject a position on the FRB; **it is totally voluntary** (Article 12, Section 2-B). CSXT cannot call furloughed employees to work in emergency service; it can only call from the regular work force and the FRB. As previously noted, this will require the Company

to keep more employees in the work force. We also restricted the Company to furloughing once a week. Also if individuals called from the FRB have 5 or more starts within a week, the Company cannot furlough at all. If there are 9 starts in a biweekly period (that's 4.5 starts a week), then the Company has to add a trainman to the work force and leave him there for at least a week. If a trainman makes a round trip with a lay-over at the away-from-home terminal, that is 2 starts. This language in Article 12, Section 2 protects against the Company from using the FRB as a secondary board and keeping the regular board trimmed. Today, the Company can use the furloughs at will and not put people back to work. This Agreement stops that practice, and it will keep more people working without hurting the senior work force.

Q-11:

What has been the average increase in meal money obtained through national negotiations?

A-11:

Prior to 1964 there was no meal allowance.

1964 to 1978, meal allowance was \$2.00, maximum payout was \$4.00

1978 to 1982, meal allowance was upgraded \$2.00 to \$2.75, maximum payout was \$5.50

1982, meal allowance was upgraded from \$2.75 to \$3.85, maximum payout was \$7.70

1985, meal allowance was up graded to \$4.15, maximum payout was \$8.30

1991, meal allowance upgraded to \$5.00, maximum payout was 410.00

1994, meal allowance upgraded to \$6.00, maximum payout is \$12.00

2010, meal allowance upgraded to \$8.00, maximum payout \$16.00

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In this proposed Agreement, the meal allowance begins at \$20.00, and increases by \$10.00 at the 24th hour by \$10.00 every 8 hours, and it has no ceiling. This rule represents a great enhancement to the Membership.

Q-12:

With the combining of the seniority rosters does that mean **future** CSX employees will be known as being on the Southern Region Seniority Roster and not on District 1, 2, or 3 for the SCL and the other railroads?

A-12:

That is correct. All current employees will maintain their current seniority rights and will be protected in their prior rights district. They will obtain seniority across the southern half of CSXT. All new employees will fall below current employees, and they will also have rights to work in the southern half of CSXT. This is a great expansion of seniority rights; it is rights to a job with seniority in the southern half of the United States. There is no other contract that offers such to its Membership. Such is the power that the Membership holds as Union members.

Q-13:

A temporary transfer for trainmen to Montgomery on the former L&N property of the M&M sub or Montgomery Terminal for employees working on the new L&N Seniority District of Alabama, Kentucky and Tennessee and the transfer come from Mobile and from Nashville that these transfers will fall under all prior rights members previously working in Montgomery and any members that are hired for Montgomery after the agreement goes into affect?

A-13:

Article 19 covers permanent and temporary transfers. Temporary transfers are junior to an individual working at the supply point for the period of time they are at that supply point on a temporary basis. See Article 19, Section A.2.

Q-14:

A transfer for trainmen from anywhere in the southern region to Montgomery Terminal on the former L&N property and the transfers come from Nashville, Birmingham, Waycross Ga. and the former A&WP, that the trainmen working in Montgomery will have prior rights over ALL transfers and the former L&N trainmen will fall next in seniority since they are part of the new consolidated district and then SCL and A&WP trainmen would fall where their new property seniority allows?

A-14:

Article 26, Section 8 A reads that all rosters will be dovetailed. This means that the SCL, C&O, A&WP and L&N will be dovetailed with an individual being protected in his current prior rights district.

Q-15:

There is temporary transfer in affect at the time of the ratification of the new agreement and there are transfers from the former L&N in Mobile working on the M&M (L&N) sub. These transfer were working in a district of their previous Alabama Consolidated seniority district and thus they held seniority on the M&M. Would they now fall under the prior rights trainmen on the M&M sub or would they be grandfathered in at this time until the end of the transfer?

A-15

Please refer to Q&A No. 12

Q-16:

There is a temporary transfer offered for the former L&N trainmen and SCL trainmen out of Montgomery to Manchester Ga. on the SCL sub after ratification of this agreement, would the L&N trainmen fall under all prior rights trainmen of the SCL sub at Manchester and then fall under all SCL transfers?

A-16:

Please refer to Q&A No. 12

Q-17:

There is temporary transfer to the A&WP offered to all L&N and SCL trainmen would these transfer fall under all the prior rights trainmen on the A&WP and then fall into seniority based on seniority dates of the new property agreement? Would all SCL and L&N trainmen during this temporary transfer fall under any newly hired trainmen for the A&WP or would they be placed according to the new property district seniority which might make them senior to the newly hired A&WP trainmen?

A-18:

Please refer to Q&A No. 12

Q-19:

Will Article 8 continue to pay trip rate on deadhead for pre and post '85 employees?

A-19:

Yes. Nothing has changed. Where trip rates have been implemented, an employee will be paid the trip rate where it is in place. Additionally, we will create trip rates on road switchers so that an extra employee deadheaded in separate service will also be paid a trip rate. This is a major pick-up for our post '85 Members.

Q-20:

Pursuant to Article 45, Section E reads that road switchers will be trip rated. How will this apply?

A-20:

All road switchers will be trip rated at yard rate of pay. This will permit extra men that have a seniority date after 10/31/85 to get paid no less than a basic day's pay when they deadhead in separate from service to the outlying road switcher. The regular assigned employee can claim the miles of the assignment, the miles run or overtime, whichever is greater.

Example:

Road Switcher is assigned 130 miles. Crew is on duty 12 hours and runs 132 miles. Since the employee will make more money if they claim 100 miles run and 4 hours overtime, they can claim that even though they operated 132 miles. This is the best of all worlds.

Q –21. Right now a regular assigned trainman makes \$258.91 trip rate in the L&N M&M and an extra trainman make \$10.00 to \$11.00 less. Will this trip rate amount for the extra trainman change or will the rates be the same?

A – Trip rates are based on each run. Since there are two separate trip rates, the trip rates remain the same.

Q – 22. How was 9 days figured on use of a furloughed trainman before recalling a position on the EBS? Would this also mean that at least 2 FRB position should be in place before possible to reach the 9 days since the FRB only requires protection for 6 days?

A- The nine days in a bi-weekly period (4.5 per week) was a number we agreed upon to keep the company from cutting the regular extra board and place everyone on the furlough retention board. If CSXT has 4.5 starts from the FRB, the senior furloughed man will be recalled to active service for at least one week.

Q – 23. Article 22: If a trainman has worked the last 2 years in the yard by choice and decides to work the road, would the trainman be allowed at least one round trip under pay to re-qualify?

A - On a voluntary move, NO; on a forced move – yes.

Q – 24. Because we do not lose our seniority in our present seniority district, how would it be possible for an SCL trainman to bid on assignments on the Dothan sub out of Montgomery and maybe positions out of Birmingham on the Lineville sub, instead of placing a bid in Dothan on the EBS? The question mainly concerns issues with members that work close to one location instead of another location and would prefer to bid for assignments closest to home. Will the EBS allow us to access and search other locations within our present prior right seniority districts for making bids?

A - Yes, and seniority is seniority

Q – 25. If a trainman is qualified on A&WP, SCL (Dothan sub), M&M (L&N) and S&NA South (L&N out of Birmingham to Montgomery), and the trainman is working on the M&M extra board sub during this week under the EBS, can this trainman be forced to work any of the other sub of which he is qualified? What would prevent them from calling him for any of these other locations?

A- There is no change from your current rule.

Q – 26. If marking off the extra board under FMLA, would this penalize the guarantee for the full amount? If a trainman has no PL days, no vacation days and no DDO and is needs to mark off for a genuine family medical emergency, is there any way to prevent being penalized for the full amount of the guarantee for that week?

A- If an individual marks off on a non-compensated basis, he will lose the guarantee for the week.

Q – 27. Will we still have 10-15 minutes to return a call from CMC before missing a call?

A- We do not have a rule that covers such; the 10-15 minute is CSXT policy

Q – 28. Does prior rights exist on the home sub or the consolidated district if this agreement is in effect? Would (for example) a trainman in Montgomery be able to displace a junior trainman, based on the

prior consolidated Alabama district (now the Ala., Tenn. And KY district), in Birmingham if the junior trainman has prior home rights in Birmingham?

A- Your current seniority rights remain intact, and becomes your prior rights district.

Q – 29. What is to prevent management from charging trainmen for various charges in an attempt to prevent employees from getting the individual performance bonuses?

A- No more than it does today.

Q – 30. If called for an extra yard assignment outside of the calling window, can the trainman be docked for his guarantee but cannot charged for a missed call? How much of his guarantee can he be docked if this is the case?

A- Yes. If it causes him to not protect a job, he will lose the week's guarantee.

Q – 31. Are trainmen covered under the UTU agreements but members of the BLET required to pay seniority maintenance fees to keep their present seniority?

A- No.

Q–32. A UTU member works exactly 52% of starts as a trainman for the year, will this trainman receive a bonus based on his trainman status pay or his salary for the year? Would he be eligible for the BLET bonus based on his engineering pay for the 48% also if he is only entitled to a bonus of 52% as a trainman? The main point of this question is a concern of a loss of bonus pay because the full yearly wages are not accounted for because being bounced from one craft to another and the concern that management would do so just to prevent a full bonus pay out.

A- He is entitled to the bonus payment under the UTU provisions for the time he works in train service. He is entitled to the bonus payment under the SSA for the time he works as an engineer.

Q – 33. If I am required to mark off on the weekend for military duty, will this disqualify me from receiving the fifty shares of stock under the IPA?

A – 33. No. We have addressed this issue with CSXT, and they have advised that it will not disqualify you for the stock; however, CSXT will require you to furnish the military "orders" that require such duty.

See attached message:

As long as he has orders I would say the agreement applies. We would require the employees to provide their orders.

Myron W. Becker  
Director Labor Relations  
CSXT Southern Region Operations