

I. GENERAL

ARTICLE 1 ANNULMENT OF ASSIGNMENTS

- A. When a regular assignment advertised under EBS is to be annulled, Trainmen shall be notified before the end of their last tour of duty on the day before the assignment is to be annulled; but not later than sixteen (16) hours in advance of the advertised reporting or on duty time of the assignment and when annulled will be in accordance with and paid as described in Article 11, Electronic Bid System – Standing Bid.
- B. When an assignment is annulled or worked on New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day or New Year's Eve Day, at the Trainman's option he may utilize a holiday or personal leave day, which will be paid in addition to the provisions of EBS Article 11. In no case will the total combination of Holidays and / or PLD's as outlined in Article 20 herein exceed the eleven (11) General Holidays outlined herein.
- C. When assignments are annulled Trainmen assigned to the position may be called under the applicable rules and used on other available work within the scope of this Agreement if notified at the time of call. Trainmen not contacted will not be considered unavailable.

ARTICLE 2 ATTENDING JURY DUTY/COURT/ INQUESTS/ SPECIAL SERVICE

- A. When Trainmen are summoned for jury duty and required to lose time from their assignment as a result thereof, they shall be paid a basic day's pay at the straight time rate of the last position held for each calendar day lost, less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations, except as otherwise provided by Federal or State law:
 - 1. Trainmen must furnish CSXT with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - 2. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
 - 3. No jury duty pay will be allowed for any day as to which the Trainman is entitled to vacation or qualifies for holiday pay.
- B. 1. Trainmen attending court in the interest of CSXT or required to report to CSXT's Attorneys or representatives of the Claims Department will be paid actual time lost and reasonable expenses. When no time is lost, Trainmen will be paid a minimum day and reasonable expenses incurred.

2. When statements are taken from Trainmen by CSXT attorneys or representatives of the Claims Department, when Trainmen are at work and not on duty, they will be allowed actual time for the time so consumed at pro rata rates, with a minimum of one (1) hour, and in addition to all earnings of their assignment, if the meeting is held either immediately before or after their tour of duty.
3. If CSXT attorneys or representatives of the Claims Department come to a Trainman's home, the Trainmen will be allowed a minimum of a basic day at the pro rata rate for the taking of statements or answering any questions or filling out forms required while off duty or on rest days.
4. Trainmen who lose a day's work performing other service for the Company, excluding activities administered by the Safety Department, will be paid in accordance with paragraph B.1. of this Article.

ARTICLE 3 BEREAVEMENT LEAVE

- A. Bereavement leave, not in excess of three calendar days, taken within ten (10) days following the date of death will be allowed in case of death of a Trainman's spouse, brother, sister, parent, child, step child, or spouse's parent. In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for each day (maximum three (3) days) that the Trainman lost work as a result of the bereavement day taken. A Bereavement Day will not be paid on the Trainman's rest days or if the Trainman had previously marked off his assignment for some other reason with CMC before calling in and marking off on Bereavement. Trainmen involved will make provisions for taking leave with their supervising officials in the usual manner.
- B. Trainmen will be required to provide supporting documentation to CMC and Payroll within seven (7) days of bereavement leave prior to being compensated under this Article. Appropriate documentation accepted will be a copy of a death certificate or a copy of the obituary notice.

Questions and Answers

- Q-1: Does the three calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A-1: Three (3) days for each separate instance.
- Q-2: A Trainman working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had the Trainman not taken bereavement leave the Trainman would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is the Trainman eligible for two (2) days or three (3) days of bereavement pay?
- A-2: The Trainman is entitled to three days of paid bereavement leave.

- Q-3: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-3: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the Trainman's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.
- Q-4: Would a Trainman be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents, or stepchildren?
- A-4: Yes as to half-brother, half-sister, or stepchildren; no as to stepbrother, stepsister, or stepparents. The Article is applicable to a family relationship covered by the rule through the legal adoption process.
- Q-5: Would bereavement leave be applicable during a Trainman's vacation period?
- A-5: No, but it may be taken immediately following vacation.
- Q-6: A Trainman qualifies for holiday pay on a holiday which occurs on a day the Trainman also qualifies for bereavement leave pay. Under these circumstances, is the Trainman entitled to be paid both the holiday and bereavement leave allowance?
- A-6: No. The Trainman would be entitled to only one basic day's pay.
- Q-7: Will a Trainman on paid Bereavement Days be considered as unavailable for any purposes under this Agreement or CSXT Policies?
- A-7: No.
- Q-8: Would a Trainman marked off for other reasons need to change his status to Bereavement in order to be paid under this article?
- A-8: Yes.

ARTICLE 4 BENEFITS

The parties agree that they shall grant and maintain their powers of attorney to their representatives at the National Level to progress and resolve any Section 6 Notices related to the Health and Welfare Plans in any National Bargaining Round(s) that occur between the effective date of this Agreement and December 31, 2014.

Section 1 Health & Welfare

Former A&WP, L&N, NC&StL and SCL Trainmen coming under the scope of this Agreement, along with their dependents, if any, will continue to be subject to the provisions of the NRC UTU Health and Welfare Plan. Former A&WP, L&N, NC&StL and SCL Trainmen will continue to be subject to the applicable Health and Welfare Employee Cost Share outlined in the current Plan and the UTU National Mediation Agreement, Case No – A 13369 Article IV with the exception of Part C – Employee Cost Sharing of Plan Cost Increases Beginning January 1, 2011 and Trainmen subject to the provisions outlined in Attachment A and Attachment B (Direct Hire Agreement). Refer to Side Letter 5.

Section 2 C&O Hospital Association

Former C&O Trainmen coming under the scope of this Agreement will continue to be subject to the provisions of C&O Hospital Health and Welfare Plan. Former C&O Trainmen will continue to be subject to the applicable Health and Welfare Employee Cost Share outlined in the current Plan and the UTU National Mediation Agreement, Case No – A 13369 Article IV with the exception of Part C – Employee Cost Sharing of Plan Cost Increases Beginning January 1, 2011 (Refer to Side Letter 5), and Trainmen subject to the provisions outlined in Attachment A and Attachment B (Direct Hire Agreement). Dependents of Trainmen referred to in this Section 2 will continue to be subject to the applicable UTU National Health and Welfare Plan.

Section 3 Off Track Vehicle Accident Benefits

The parties agree to maintain the current off track vehicle accident benefits as provided in the Article XIII of the 2002 UTU National Agreement, as amended.

ARTICLE 5 BONUS, IPA, GWI, LUMP SUM AND 401K

Section 1 Bonus

- A. The parties agree that Trainmen governed by this agreement will be eligible for a bonus payment under the Performance Bonus Program (PBP) established in this Agreement for the periods and on the basis set forth below:
1. Effective January 1, 2012 and payable in 2013, Trainmen will be eligible for a bonus up to a maximum of five percent (5%) of their Trainmen earnings in 2012, calculated in accordance with paragraph B below.
 2. Effective January 1, 2013 and payable in 2014, Trainmen will be eligible for a bonus up to a maximum of six percent (6%) of their Trainmen earnings in 2013, calculated in accordance with paragraph B below.
 3. Effective January 1, 2014 and payable in 2015, Trainmen will be eligible for a bonus up to a maximum of ten percent (10%) of their Trainmen earnings in 2014, calculated in accordance with paragraph B below.
- B. 1. Trainmen covered by this Agreement who are eligible to receive a bonus for a year specified in paragraph A above, payable in the following year, will receive this bonus payment only if an annual bonus is paid under CSXT's Management Incentive Compensation Program (MICP) for that year. For such years, the amount payable to qualifying Trainmen under A. above will be calculated by multiplying the Trainman's earnings under this agreement in that calendar year (as defined herein by the appropriate percentage in paragraph A above and then by the percentage of the bonus payout to the second decimal place), up to a maximum of one hundred percent (100%), paid under the MICP for that year. The "percentage of the bonus payout", up to a maximum of one

hundred percent (100%), paid under the MICP” for any given year is hereinafter referred to as the Performance Bonus Payment, hereinafter “PBP.”

Example 1: If the PBP is 100% for MICP payments made for calendar year 2012 (payable in 2013), and the Trainman’s earnings in his craft in 2012 is \$70,000, the following calculation applies:

$$.05 \times \$70,000 \times 100\% = \$4,500 \text{ (payable in 2013)}$$

Example 2: If the PBP is 96.78% for MICP payments made for calendar year 2013 (payable in 2014), and the Trainman’s earnings in his craft in 2013 is \$70,000, the following calculation applies:

$$.06 \times \$70,000 \times 96.78\% = \$4,064.76 \text{ (payable in 2014).}$$

2. For the purposes of this article, UTU earnings consist of all earnings made while working under this agreement between CSXT and UTU during the applicable calendar year. The following payments shall be excluded from UTU earnings:
 - (i) Bonus payments.
 - (ii) Expense reimbursements and allowances, including, but not limited to those required by any protective conditions.
 - (iii) Any payment (other than for back pay) made pursuant to a jury verdict, court order, settlement, including insurance payments, or other resolution of a legal dispute.
 - (iv) Earnings from another craft.
 3. A minimum of fifteen (15%) percent of the bonus will be deferred into the CSX Corporation Capital Builder Plan, thereafter Trainmen may make an irrevocable election prior to the beginning of the calendar year to defer additional bonus money into the CSX Corporation Capital Builder Plan, up to the limits of and in accordance with the provisions of the Plan.
- C. CSXT will advise the UTU of the PBP for each calendar year for which the Company pays a bonus under the MICP. The determination of the percentage of bonus payment under the MICP, including but not limited to the methodology employed and the determination of any data utilized in the calculation of the percentage of bonus payment under the MICP, shall be at management’s sole discretion, and shall not be a subject for review, negotiation or dispute. Bonus payments payable under this Bonus Program will be made no later than March 1 of the year in which the payment is due.
- D. In addition to normal Federal and State Tax deductions, the Company may also deduct items such as payroll overpayments and garnishments from any bonus payment. In the application of this paragraph Trainmen will not be treated differently than Management employees.

- E. The provisions of paragraph A, B, C, are applicable to Trainmen governed by the Direct Hire Agreement (outlined hereto as attachment A, B, C) thirty (30) days after the terms and conditions of the Direct Hire Agreement have been fulfilled.
- F. Trainmen who are inactive due to discipline or disability will be paid the MICP Bonus provided for in this Section 1 after they return to service. Trainmen on a leave of absence will be eligible for this payment only if they return to service prior to the effective date of the Bonus. Any unique case not readily resolved by Labor Relations will be referred to the Disputes Resolution Committee.

Section 2 Individual Performance Award

- A. In addition to the MICP Bonus program outlined in Section 1 of this Article, Trainmen who for each bi-annual period, defined as January 1 through to and including June 30 and July 1 through to and including December 31st, who meet the performance and the perfect weekend attendance criteria outlined in paragraph C. of this Section 2, will be eligible for an award up to the maximum number of shares of CSX Corporation Common stock as provided for herein in recognition for their individual performance [IPA]. Shares awarded will be placed in their ESOP account as follows:
 - 1. Effective April 1, 2010 and payable in 2011, Trainmen will be eligible for an award of up to a maximum of thirty seven and one half (37.5) shares of CSX Corporation Common stock. The share component referred to herein will be prorated for the second quarter of 2010 upon implementation of this agreement, (i.e. twelve and one half (12.5) shares) and twenty five (25) shares will be allocated for the final six months of the year.
 - 2. Effective January 1, 2011 and payable in 2012, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.
 - 3. Effective January 1, 2012 and payable in 2013, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.
 - 4. Effective January 1, 2013 and payable in 2014, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.
 - 5. Effective January 1, 2014 and payable in 2015, Trainmen will be eligible for an award of up to a maximum of fifty (50) shares of CSX Corporation Common stock.

Administration:

- B. 1. The shares of CSX Corporation Common stock referred to in Paragraph A, will be allocated on the basis of the following and subject to the Individual Performance criteria outlined in Paragraph C of this Section 2 and the following:
 - 2. A maximum of fifty percent (50%) of the shares of CSX Corporation Common stock subject to the IPA will be allocated for successfully meeting the combined criteria outlined in Paragraphs C. 1. and C. 2. of this Section 2 for each six month calendar period

defined as January 1 through to and including June 30th and July 1st to and including December 31st. Recipients of this award will have such shares placed in their ESOP account.

C. Definition of Performance Criteria:

1. **IDPAP Policy:** Contingent upon a Trainman not having sustained a reportable FRA injury or accident and who has not been assessed formal discipline under the IDPAP Policy for each six (6) month period as outlined in Section 2, B. of this Article will be entitled to the award of shares of CSX Corporation Common Stock.
2. **Perfect Attendance:** Effective with the implementation date of this Agreement, all eligible CSXT Trainmen will be entitled to the award of shares of CSX Corporation Common Stock for each six (6) month period as outlined in Section 2, B. of this Article.

Perfect attendance is defined as one hundred percent (100%) availability for the period beginning at 0001 Friday including Saturday, Sunday and ending at 2359 on Monday during a consecutive six (6) month period. Rest days are considered as being available for service. Any other non-compensated mark offs will be considered as unavailable.

- D. Trainmen deemed ineligible for the Individual Performance Award as a result of being disciplined and the disciplinary decision is subsequently overturned, will have the IPA deposited into their ESOP account for that calendar year(s).
- E. Trainmen will be eligible to qualify for the Individual Performance Award upon completion of the requirements outlined in the Direct Hire Agreement for that performance bonus and then upon successfully meeting the eligibility criteria outlined in this Section 2.
- F. Trainmen must be in active service for the full six (6) month measurement period referred to in paragraph B.2. of this Section 2, to be eligible for the Individual Performance Award.
- G. Trainmen must also perform at least fifty-one percent (51%) of their starts under a position governed by this agreement during the six (6) month measurement period to be eligible for the IPA for that period. Trainmen will not be eligible for a duplicate award, or an award that exceeds the award outlined herein, for service performed under another craft.

Section 3 GWI / Lump Sum

- A. Effective January 1, 2012, all standard rates of pay in effect on December 31, 2009, for Trainmen governed by the provisions of this agreement shall increase by two (2%) percent. Rates of pay will be posted electronically.

- B. In computing the increase under Paragraph A. above the two (2%) percent shall be applied to the all inclusive trip rates, non-trip rated positions and the Guaranteed Extra Board rate provided for in Article 37 (Road GEB), Paragraph G. and Article 57, Section 6 (Yard GEB) except they will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, or payments considered frozen.
- C. Additional General Wage Increases will be effective on the following dates for Trainmen represented by the UTU and will be computed and applied in the same manner prescribed in paragraph B. above:
1. January 1, 2013 – two (2 %) percent
 2. January 1, 2014 – two (2 %) percent

Lump Sum

- A. Trainmen in active service as such on the dates specified herein below will receive a lump sum payment for each of the years the lump sum payment is made. The lump sum payment shall be subject to withholdings for applicable state, federal and local taxes and any other deduction provided for in this agreement.
1. July 1, 2010 – \$1000.00
 2. July 1, 2011 – \$1000.00
- B. It is understood that there will no duplication or pyramiding of the lump sum under this agreement and a different collective bargaining collective agreement. In such case, if the Trainman is eligible under both Collective Bargaining Agreements, he will receive no less than the lump sum money represented by the greater of the two.
- C. Trainmen who are inactive due to discipline or disability will be paid such Lump Sum after they return to service. Trainmen on a leave of absence will be eligible for this payment only if they return to service prior to the payment date of the Lump Sum. Any unique case not readily resolved by Labor Relations will be referred to the Disputes Resolution Committee.

Section 4 ESOP/401(k) PROGRAM

- A. The ESOP/401(k) program established by the Company will be made available for participation by eligible Trainmen covered by this Agreement as outlined below. The terms of the program shall continue to be solely determined by the Company, provided, however, the ESOP will continue to reflect the terms in each of the following agreements:
- Former A&WP Effective June 21, 1994 (provided CSXT Labor Agreement 4-026-94 (including attachments))

- Former C&O Effective June 23, 1993 (provided CSXT Labor Agreement 4-087-93 (including Attachments))
 - Former L&N Effective July 1, 1989 (provided CSXT Labor Agreement T-159(c)-88 (including Attachments and NC & StL))
 - Former SCL Effective June 1, 1991 (provided CSXT Labor Agreement 4-030-91 (including Attachments))
1. It will be a "qualified" plan within the meaning of Section 401 of the Internal Revenue Code.
 2. An "eligible employee" is one who is subject to the collectively bargained Agreement between the parties hereto and working a position governed by this Agreement.
 3. Commencing December 1st and on each succeeding December 1, CSXT will make a contribution of thirty (30) shares of CSX common stock to the account of each eligible Trainman defined in Paragraph 2. above who:
 - (a) during the preceding calendar year qualified for a vacation in the year in which the stock is credited, or completed 1,000 hours of compensated service, and
 - (b) is in active service (or in reserve status) on September 30th of the year in which the stock is contributed.
- B. The provisions outlined in paragraph A. herein, will apply to "eligible employees" as defined in Paragraph A. 2. provided the terms of such provisions comply with applicable law then in effect.
1. Eligible Trainmen will have the election of diverting a portion of their CSXT pre-tax income through payroll deduction to the ESOP/401(k) Program.
 2. The amount of a Trainman's diversion of income under Paragraph 1. above may not exceed the limits provided by applicable law.
- C. At the request of either party, a meeting will be held between representatives of the United Transportation Union and CSXT for the purpose of reviewing the operation of the ESOP/401(k) Program as it relates to implementation.

QUESTIONS AND ANSWERS

- Q1 One of the conditions to receive the yearly thirty (30) shares of CSX common stock is that the Trainman be in active service on September 30 of the year in which the stock is contributed. What happens if the employee is displaced on September 29 and does not place himself until October 1 of that year?
- A1 He would be entitled to the thirty (30) shares provided he meets the other requirements.

- Q2 Is any action required by a Trainman who is qualified to receive the stock in order to have it credited to his account?
 A2 No.
- Q3 If a Trainman is dismissed from the service, when will the employee be able to withdraw monies from the 401 (k) Program?
 A3 A dismissed Trainman may withdraw all monies from the 401 (k) Program after all avenues of appeal of his dismissal have been concluded and in accordance with applicable law.
- Q4 In the calendar year in which a Trainman retires prior to September 30th is he entitled to stock?
 A4 Yes, thirty (30) shares of stock will be credited on December 1st of that year.
- Q5 In the calendar year in which a Trainman earns vacation for the next calendar year and retires prior to December 31st is he entitled to stock the next calendar year?
 A5 Yes, thirty (30) shares of stock will be credited on March 31st of that year.

ARTICLE 6 CLAIM HANDLING/GRIEVANCE PROCESS/DRC

Section 1 Time Claims for Compensation

A. Initial Submission Claim

All claims for compensation must be filed within Sixty (60) days of the incident via the electronic process identified by the Company. The individual Trainman or his Union Representative may file the claim. In the event the General Chairman files a claim on behalf of the employee(s) it must be addressed to the Highest Designated Officer via US Mail. If applicable, the following information/details pertinent to the claim for compensation must be provided in order for the claim to be considered.

1. Name and I.D. number
2. Date and time of occurrence
3. Train symbol, pool code or job number
4. On and off duty time, if applicable
5. Supply Point
6. Location of occurrence (mile post)
7. If Claim involves instruction, Name and Title of person giving instructions and description of the instructions.
8. Article or Articles involved, if known
9. Claim being made and supporting reasons

Note 1: Trainmen who are short the equivalent of eight hours or more in their pay, through no fault of their own, will, upon request, be given a voucher.

Note 2: This Article does not apply to the appeal of discipline which is handled as provided in related discipline Articles.

B. Time Limits for Responding to the Initial Claim

1. Claims must be responded to by CSXT within the time frame shown below with the reason for declination. The individual will be notified of the payment or rejection of the claim by the earnings statement as follows:

- For employees on bi-weekly payroll:

Final disposition of claims will be shown on the earnings statement furnished Trainmen by the fourth payroll period following the pay period in which the claim was received.

2. Such claims not declined within these time frames will become payable by default without establishing a precedent.

Note: The reason for the declination of a claim must state more than “NOT VALID” or “NOT IN AGREEMENT” if there is an applicable Article within the agreement and, should state in specific language as to the rule or rules being used to refute the Trainman’s claim. Sufficient detail should be included to be able to understand the facts/positions of the declination.

C. Appeal to the Company

Local Chairman

1. All appealed claims must be submitted electronically via the LCAT System, or other electronic means determined by the Company, to the appropriate CSXT officer within ninety (90) days of declination as shown on the individual’s earnings statement. Once a Local Chairman submits an appeal to a claim, if requested a conference may be arranged between the Local Chairman and the CSXT officer. The conference must be held within 90 days of the request. The conference may be held telephonically or in person. CSXT will arrange to meet with the Local Chairman on an agreed to date and time and at a location agreeable to both parties. The Local Chairman must furnish a list of claims to be discussed at the time a conference is requested. Claims not appealed within this time frame will be in default without establishing a precedent.

Note 1: Claims of a continuing nature shall be considered properly appealed when listed and identified with the initial claim by the Local Chairman to the CSXT Officer.

Note 2: The Company will provide training and or training tools, electronic or in person as the need requires.

2. 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 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.

3. Appealed Claims where conference is not requested must be responded to by the appropriate CSXT Officer within 90 days of the appeal. Claims not declined within this time frame will become payable by default without establishing a precedent.

General Chairman

- D. 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.
- E. Time limits at any level in this rule may be extended by the General Chairman and the Highest Designated Officer by mutual consent.
- F. The postmark or date stamp in LCAT will serve as the governing date for compliance of all written correspondence exchanged pursuant to this Article.
- G. Should an issue remain outstanding after the conference between the General Chairman and the Highest Designated Officer either party may submit the matter to the DRC or docket the matter to a final and binding Arbitration Board as agreed to by the parties.

Section 2 Grievance Handling

- A. All grievances will be handled directly between the appropriate UTU General Chairman and HDO. The UTU General Chairman will handle the grievance with the Highest Designated Officer within thirty (30) days of receiving it from the Local Chairman. If unable to come to an agreement as to the settlement of the grievance, the matter will be referred to the DRC and handled as per Section 3 Disputes Resolution Committee of this Article.

Q-1 What is the definition of a Grievance?

A-1 A grievance is any matter that does not seek compensation and is not initiated by a time claim or time ticket submitted by a Trainman.

Section 3 Disputes Resolution Committee

- A. A Disputes Resolution Committee will be established and during the first two (2) years from the implementation date of this agreement will meet for the purpose of rendering interpretations and when necessary, resolve outstanding disputes expeditiously and

consistent with the provisions of this Article Accordingly, the UTU General Chairmen, signatory to the Agreement, and an equal number of CSXT appointed representatives will consult and meet as required by agreement to collectively accomplish this objective. After the completion of the two (2) year period, all matters will be handled between the parties in accordance with Sections 1 and 2 of this Article.

- B. When a UTU General Chairman has a question, issue, or concern over interpretation of any provision contained in this UTU/CSXT Single Agreement the moving UTU General Chairman will send the issue along with all the pertinent material to the other UTU General Chairmen, who after review of such, will decide if the issue has merit and whether to send it on to the designated CSXT Officer. If sent on to the appropriate CSXT Officer, it must be in writing and signed by all General Chairmen signatory to this agreement (i.e. not email format). The appropriate CSXT Officer must respond in writing within thirty (30) days as to his position on the matter.
- C. 1. If the UTU General Chairmen informs CSXT within fifteen (15) days of receipt of the answer or interpretation of CSXT, that they agree with the answer or interpretation, CSXT will note this fact and provide a copy to all members of the UTU/CSXT Disputes Resolution Committee. If within fifteen (15) days of the committee's member's receipt, no one objects to the answer or interpretation, the parties will execute a letter of understanding that will become binding on both sides.
 - 2. If no understanding is reached, then a conference call and/or meeting will be scheduled to discuss the issues. If an agreement is subsequently reached on an interpretation at the Disputes Resolution Committee meeting, the parties will execute a letter of understanding that will become binding on both sides.
- D. Should the Disputes Resolution Committee reach impasse on a particular dispute, either party may docket the matter to a final and binding Arbitration Board as agreed to by the parties.
- E. Time limits in this Article may be extended by mutual agreement.

ARTICLE 7 CREW CONSIST

Refer to Attachment C.

ARTICLE 8 DEADHEADING AND TRAVEL ALLOWANCE

* Where trip rates have not been implemented, the provisions of this Article will apply.

- A. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined Trainmen shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal

and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

- B. Trainmen deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.
- C. When necessary to deadhead an emergency Trainman to an outlying point for service, account the Trainmen's extra board being exhausted, the emergency Trainman will, unless relieved by an extra board Trainman, be paid for deadheading to and from the home terminal of the run (or tie up point if a work train). If relieved by an extra board Trainman, the emergency Trainman will be paid for deadheading to an outlying point, and the extra Trainman will, if displaced by return of the regular incumbent, or if displaced by a senior Trainman claiming the run, be paid for deadheading from the home terminal (or tie up) point to the extra board point, but no additional deadheading will be paid for.
- D. This Article does not apply when exercising seniority or when displaced by senior Trainmen.
- E. Trainmen protecting assignments (terminated at other than supply points) which are discontinued will, if they deadhead to the supply point, or to some point in their zone other than their supply point for the purpose of working out of such point, be paid for deadheading in accordance this Article. If deadheading is performed, the deadhead portion will not exceed the distance from the point of the discontinued assignment to the supply point.
- F. When a crew in pool freight or unassigned freight service is called to deadhead from its home terminal to take a train out of another terminal on a service trip and then it is found that the crew's service will not be needed after the crew has started deadheading but before it has reached the point to which it was ordered to deadhead, and while en route is instructed to deadhead back to its home terminal, such crew will be allowed payment of a minimum through freight day in addition to payment for deadheading. Upon the crew's arrival at its home terminal it will be placed at the foot of the board. This provision applies to both pre and post 1985 Trainmen.

Section 1 Deadheading Separate and apart from Service

- A. **For Pre 1985 Trainmen** - A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.
- B. **For Post 1985 Trainmen**- Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the Trainman's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a

basic day at such rate will be paid. If deadheading from service at other than the Trainman's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

Section 2 Transportation Allowance

When an extra Trainman is required to work away from his supply point, the Company will either provide transportation or reimburse the Trainman for necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS. No reimbursement will be made where the Company provides transportation. Upon approval of the Company, a Trainman will have the option of using his personal automobile in lieu of furnished transportation. A Trainman who uses his personal automobile in lieu of furnished transportation, and the distance traveled from his on duty point to the location required to report for work is in excess of 100 miles for the round trip, will be paid an allowance of one (1) hour based upon the straight time hourly rate of pay for his assignment in addition to the IRS standard driving allowance on the first and last day of the assignment. This section is for pay purposes only and will have no effect on hours of service regulations.

Note: In the application of the foregoing the Local Chairperson and the Supervisor will meet for the purpose of developing established driving times and mileage for board placement purposes.

ARTICLE 9 DEMAND DAYS OFF (DDO)

A. Definition

In order to recognize Trainmen who work for CSXT by rewarding them with "a quality of life" privilege, CSXT agrees to allow Trainmen who attain "Perfect Attendance" the right to earn Demand Days Off (DDO). Trainmen who have continuously been available for service for a calendar quarter, and have not taken any non-compensated time off, not including the assigned rest days of their assignment, will accrue one Demand Day Off (DDO).

B. Conditions

1. One (1) Demand Day Off (DDO) will be earned by Trainmen who attain a calendar quarter of Perfect Attendance and must be observed by the end of the following quarter.
2. Perfect Attendance is defined as Trainmen marked up on their assignments, working regularly, observing the assigned Rest Days of their assignment and other absences that are sanctioned by Agreement. Trainmen will be disqualified for Perfect Attendance status by taking non-compensated time off (i.e., "sick," "miss call," "personal business," or making themselves otherwise unavailable for duty).
3. Trainmen who serve a suspension or dismissal as a result of discipline will, if such discipline is subsequently overturned by appeal, and who are otherwise qualified, will be restored to Perfect Attendance status for that period of suspension without prejudice.

4. Demand Days Off (DDO) earned by Trainmen will be available for use to secure absences from work without exception and a requested DDO cannot be refused by CMC unless it would cause service disruption. Demand Day(s) denied result in payment of an additional day's pay at the basic rate of the last service performed above and beyond all earnings without deduction therefrom.
 5. DDO confers Trainmen who have earned a DDO with the right to be off, not the right to compensation. The DDO may be used in conjunction with a Personal Day or Single Day or Weekly Vacation to provide Trainmen compensation, but the primary purpose of DDO is to secure absence without opposition.
 6. Trainmen who miss a call may choose to exchange an accumulated DDO in order to remove that miss call and reference thereto from CMC records.
 7. CSXT cannot force a Trainman to use his DDO to secure an absence; rather DDO use will be at the Trainman's sole discretion.
 8. Trainmen cannot be charged with insubordination for refusing duty when observing a DDO. Use of a DDO cannot be held against Trainmen for discipline, absenteeism, or attendance in any way.
- C. 1. A Trainman who performs service in another craft during the quarter will not thereby be disqualified from earning a DDO, provided he attains perfect attendance for the quarter. The DDO will be credited based on the craft in which the employee performs the majority (51%) of starts during that quarter. It is understood there will no duplication or pyramiding of DDO.
2. A Trainman having earned a DDO who has been denied the day, may only carry the DDO over until the next quarter.
- D. Demand Days begin at 0001 unless a Trainman is working or out of the Terminal when the scheduled DDO is to begin. In this case the Trainman will have one (1) hour to cancel the DDO when he registers off of his assignment or returns to the home terminal. If he chooses not to cancel it in these instances, the DDO commences with the off duty time and runs for 24 hours.
- E. Disputes concerning Perfect Attendance qualification that cannot be settled with the Local Chairman of Jurisdiction and CMC are referable to the General Chairman of jurisdiction and CSXT Highest Designated Officer.
- F. Trainmen will enter their requests for a DDO into a computer screen (when programming is completed) as they do for Daily Vacation and Personal Leave Days. The DDO must be entered into the computer by 2359 on the Sunday prior to the next week's JAD. There will be no caps on any day of the week and all days to be taken will begin at 0001 or as stated above (when programming is completed).

- G. Once entered in the computer, the DDO will be considered as granted and will be taken by the Trainman, unless CSXT contacts the employee no later than (24) twenty four hours before the scheduled day to cancel the DDO. If cancelled, the penalty pay provisions contained in this Article 9, Paragraph B, 4 will apply.
- H. Except as provided herein, there will be no penalty of any kind when using a DDO as prescribed in Article 9, Paragraph B, 6 of this Article.

Questions and Answers

- Q-1. Will Bereavement Leave, Jury Duty/Attending Court or when required to give statements to CSXT Attorneys or the Claims Department disqualify Trainmen from Perfect Attendance when otherwise qualified?
- A-1. No.
 - Note: Demand Days Off will be considered to be neutral days, similar to Personal Leave Days described in Article 20 - Personal Leave.
- Q-2: When a Trainman has tried to take a DDO during the quarter after it was earned and has been denied, is he allowed to take it per this Article or will he be again denied if he requests the day again?
- A-2: No, he will be granted the use of the day before the quarter ends.

ARTICLE 10 DISCIPLINE AND INVESTIGATION PROCEDURES

Section 1 General Requirements

- A. 1. Trainmen shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that a Trainman may waive a hearing in accordance with Section 2 A. (2) below.
- 2. Trainmen shall not be held from service pending hearing except in serious cases. Serious cases are defined as a Rule “G” Violation, Insubordination, Extreme Negligence, Physical Altercation, Stealing or violation of Company Policies addressing unethical behavior such as Sexual Harassment. When a Trainman is held from service, any actual suspension discipline assessed will be reduced by such time withheld from service.
- 3. A Trainman may be placed on Administrative Leave when held out of service for reasons other than those listed in paragraph 2.

Note: Administrative leave is a method of payment provided to Trainmen when management determines removing a Trainman from service is necessary for the Trainman’s benefit or the company’s benefit but loss of payment in such cases may be deemed inappropriate. Administrative leave pays one basic day at the rate of the last class of service performed.

Questions and Answers

Q-1: What is meant by the term “Extreme Negligence?”

A-1: CSXT’s right to remove a Trainman from service allegedly involved in extreme negligence such as, but not limited to, recognized “Cardinal Rule” violations and offences considered major under the IDPAP Policy and must be used sparingly and duly conferred to transgressions of high risk or danger so that CSXT can say with justification that, notwithstanding the sanctity of the provisions of this Article, the protection of life and limb of affected employees and protection of CSXT property or property entrusted to custody of CSXT requiring the immediate removal of the Trainman.

Section 2 Formal Hearing

A. 1. Notice of Hearing

- a. Trainmen directed to attend a formal hearing to determine his responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, or other mailing method which is traceable and where a signature is required, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence or first knowledge thereof.
- b. The notice shall contain a clear and specific statement denoting the charge or violation of which accused and listing the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the Trainman may transmit a copy to the Trainman’s representative, if he so desires.

Note: A postmark receipt within ten (10) days of occurrence or first knowledge thereof, shall serve as having given proper notice under this rule.

- c. The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification, unless otherwise agreed.
- d. CSXT must produce sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of witnesses known at the time of the notice that CSXT intends to have in attendance at the hearing. The Trainman or his representative may bring to the attention of the responsible CSXT official the name or names of other witnesses known to have material facts. CSXT will provide the necessary witnesses mark off capabilities, so they may attend the hearing.
- e. The notice shall inform each Trainman so notified of the right to representation and to call witnesses.

- f. If a Trainman who is to receive a notice of hearing will not be permitted to exercise the option under Paragraph 2. Waiver of Hearing below, the notice of hearing shall so specify.
- g. When a letter of complaint against a Trainman is the basis for requiring him to attend the formal investigation, the Trainman shall be furnished a copy of the written complaint together with the written notice for him to attend the investigation.

2. Waiver of Hearing

- a.
 - i. Trainmen notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate CSXT official, either personally, through or with the Trainman's representative, the act or occurrence and the Trainman's responsibility, if any.
 - ii. If disposition of the charges is made on the basis of the Trainman's acknowledgment of responsibility; the disposition shall be reduced to writing and signed by the Trainman and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for the Trainman's acceptance of responsibility.
 - iii. Disposition of cases under this paragraph shall not establish precedent in the handling of any other cases.
- b. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. Postponement of Hearing

Consistent with the provisions of 1 (a) above for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld. When a Trainman is on Administrative Leave pending an investigation, postponements by CSXT under this Article will not stop such payments, unless mutually agreeable.

Note 1: Reasonable grounds shall include but are not limited to, the Working General Chairman or the Local Chairman's Union Business workload, his railroad work schedule, vacation and other compensated day or days scheduled.

Note 2: Should CSXT unilaterally postpone an investigation after the Working General Chairman or the Local Chairman has marked off to represent a Trainman, the Local Chairman will be made whole for all lost earnings and reasonable expenses to attend the hearing for Trainmen governed by this agreement.

4. Conduct of Hearing

- a. The hearing shall be conducted by a representative of CSXT who may be assisted by another conducting officer. The hearing shall be held at the home terminal of the Trainman involved, or in cases where more than one Trainman is involved, at the home terminal of the majority of the Trainmen. In cases of the latter, the Trainman will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing.

Note: When another Company officer is involved, this will not preclude an officer of that Company from conducting the hearing or assisting in the hearing, recognizing, in any case, that there shall be only one presiding (hearing) officer.

- b. The Trainman shall have the right to be represented at the hearing by an employee or an organization representative of the Trainman's choosing. The Trainman and/or the Trainman's representative(s) shall have the right to introduce witnesses in the Trainman's behalf, to hear all testimony introduced, and to question all charged employees and witnesses. In cases when the duly authorized representative requires assistance at a hearing, the UTU General Chairman will advise the Company that they, or his designee, will be in attendance to assist the duly authorized representative.

Note 1: When a Union representative is involved, there shall be only one presiding representative, who may be assisted by one other Union representative at the hearing.

Note 2: It is recognized that there may be times when it is necessary to train officers of the organization and the Company in investigative hearing procedures and when they are present they will act in the capacity as observers only.

- c. A Trainman's representative may request a copy of the discipline record for review at the hearing for the purposes of determining accuracy. Any disputes identified in the accuracy of the record(s) will be noted. The Trainman's discipline record may be taken into consideration in assessing the amount of discipline imposed, if any.
- d. If the formal hearing is not held within the time limits specified in Section 2 A. 1. above, the Trainman will not be disciplined, but will be paid for all time lost, and no disciplinary entry will be made in the Trainman's personal service record.
- e. The Trainman, witnesses and representative(s) will be permitted reasonable time off, if requested, in order to have sufficient rest prior to and following the hearing.
- f. Upon request the Trainman and his representative(s) will be provided sufficient time to review any documents produced during the discipline hearing. A Trainman or his representative(s) may request in writing and will receive available documents for review prior to the investigation. CSXT may request documents for review from the Trainman and his representative(s) prior to the investigation and will be promptly provided the requested documents if available.

- g. If a hearing is scheduled and CSXT official or hearing officer fails to attend without sufficient notification, the hearing will be cancelled in its entirety and the discipline charge will be expunged from the charged Trainman's record. The charged Trainman, CSXT witness, or witnesses, and representative(s) will be compensated for all lost time in this section.

Note: This will not preclude the Organization's right to progress issues associated with CSXT's refusal to call witnesses who may have material information pertinent to the matter under investigation.

Section 3 Transcript of Hearing

- A. 1. The parties recognize that an accurate transcript is essential for a complete record. Accordingly, within the thirty (30) day period that CSXT has to issue discipline, the record may be authenticated by the Trainman or his representative and/or an officer of the Company, and will be the basis for any discipline that may be administered as well as the basis for any appeal.
2. When CSXT has obtained a copy of the transcript, the Company will provide a copy via electronic format for the respective local chairperson
3. Any exceptions to the transcript must be specific and detailed as to alleged errors, deletions, etc. Such corrections will be noted as to page number and line(s) and will be sent electronically to the Officer so designated for handling. If the parties are unable to reconcile the differences and authenticate the transcript, each party will submit their version on appeal. Upon failure of the Trainman or his representative to authenticate the record or to take written exception thereto within five (5) days following electronic receipt of the transcript, the record will be considered to be constructively authenticated and it may not thereafter be disputed. The five (5) days referred to in this paragraph will not restrict the Company from issuing discipline within this time period.
4. It is agreed that a charged Trainman or his representative may utilize a device to record the investigation and that only one such recorder will be permitted for use by any Trainman or representative of the crafts represented by the UTU.
5. When a tape recorder is used by the Trainman or his representative and authenticity or the Company's transcript is disputed, all tapes thereof will be preserved for comparison until the transcript is authenticated or until such time as final adjudication is made or the case becomes null and void because of lapse of the time limits.
6. It is understood the Company will not share in any expense incurred relative to a Trainman's or representative's election to tape and/or transcribe proceedings.
7. If, during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the Trainman and the Trainman's representative immediately. If electronic recording devices are used and recordings are

available for review by CSXT officials, they also will be made available promptly for review by the Trainman and Trainman's representative at the appropriate CSXT facility.

8. When any discipline is issued, an authenticated copy of the transcript, exhibits and discipline letter will be provided electronically to the Local Chairman. The Company will also provide a copy of the authenticated transcript to the Trainman when discipline is issued.

Section 4 Hearing Decision

- A. If the formal hearing results in assessment of discipline, such decision will be rendered within thirty (30) calendar days from the date the hearing is concluded, and the Trainman will be notified in writing of the reason therefore by certified U.S. Mail, other mailing methods which are traceable and where a signature is required, or electronically if requested by the Trainman. Either method will serve as proper notification.

Note: A postmark within thirty (30) days of the hearing's conclusion shall serve as having given proper notice under this rule.

- B. If the hearing does not result in discipline being assessed, any charges related thereto entered in the Trainman's discipline record, personal service record and or work record shall be voided.

Section 5 Compensation for Attending Hearings

- A. Witnesses who are directed by CSXT to attend a hearing shall be compensated for all time lost. In addition, they will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing while away from the employee's home terminal. Where no time is lost, they will be paid actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate applicable to the last service performed.
- B. When a Trainman involved in a formal hearing is not assessed discipline, he shall be compensated for all time lost. In addition, the Trainman will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing while away from the Trainman's home terminal. Where no time is lost the Trainman shall be paid for actual time attending the hearing, with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate applicable to the last service performed.

Section 6 Time Limit on Appeals

- A. When discipline has been assessed as a result of a formal hearing and the decision as rendered by CSXT is not acceptable to the Trainman, any appeal must be presented in writing by or on behalf of the Trainman involved, to the Highest Designated Officer of CSXT authorized to receive same, within sixty (60) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the Trainman as to other discipline cases. The Highest Designated Officer

shall, within sixty (60) days from the date the appeal is filed, render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of CSXT as to other discipline cases. In cases where the Trainman or the Local Chairman with jurisdiction appeals the decision, a copy of CSXT's decision will be provided to the appropriate UTU General Chairman.

Note 1: Postmark within sixty (60) days will satisfy the sixty (60) day provision for both parties.

Note 2: When the discipline assessed is dismissal, such dismissal cases may receive expedited handling at the discretion of the General Chairman of jurisdiction.

- B. The decision of the Highest Designated Officer shall be final and binding, unless within six (6) months from the date of said officer's decision proceedings are instituted by the Trainman or the Trainman's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.
- C. With respect to appeals involving a Trainman dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- D. If, at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction, it is determined that the Trainman should not have been disciplined, any charges related thereto entered in the Trainman's discipline record, personal service record or work record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the Trainman shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
- E. If discipline assessed is actual suspension, time lost by a Trainman when held out of service while awaiting hearing shall be deducted from the assessed period of suspension.
- F. Should a Trainman under actual suspension, in emergency, be called to service before the expiration of the suspension period, the remainder of the suspension will be cancelled.

Section 7 Effect of Time Limits

- A. The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.
- B. The postmark and/or electronic postmark shall govern as the date for compliance with the time limits set forth in this Article.

ARTICLE 11 ELECTRONIC BID SYSTEM [EBS]

Section 1 Submitting Choices

- A. All Trainmen will be required to submit their preferences for positions for which qualified in an Electronic Bid Application (EBA) as described in paragraph B below. Trainmen should indicate a sufficient number of preferences to ensure a selection will be granted on Job Adjustment Day [JAD]. In the event a Trainman fails to submit preferences or fails to submit a sufficient number of preferences, he will be assigned a position in the following order, subject to his relative seniority standing:
1. Unfilled positions protected at the supply point, if none;
 2. Unfilled position on the guaranteed extra board at the supply point, if none;
 3. Unfilled positions at outlying points protected by the supply point.
- B. CMC will maintain an Electronic Database (EDB) by supply point within the seniority district in order to display all available Trainmen positions. When CMC adds new positions, they will be added to the Electronic Database. Trainmen must submit their bid preferences electronically via the Electronic Bid Application (EBA) Form indicating their choices, which must be received by the Crew Management Center (CMC) at least seven (7) days prior to the implementation of the EBS. The General Chairman and Local Chairman will be able to access all electronic bid application data forms via the computer within his jurisdiction.
- C. Trainmen who return to service after the establishment of EBS must submit an electronic bid application prior to the resumption of service and no later than 2200 Wednesday or be subject to force assignment in accordance with Section 1, paragraph A.
- D. All boards and assignments will be adjusted beginning at 0001 on Saturday based upon the preferences Trainmen have submitted on their electronic bid application. This is known as Job Adjustment Day (JAD) and all assignments will be effective at 0001 on Saturday.
1. Trainmen will be permitted to make changes or insert new assignments to their electronic bid application between 0001 Saturday and 2200 Wednesday during the week preceding Job Adjustment Day. The change may be made via electronic means available when unable to be made by computer, such as a Trainman returning from vacation, leave of absence or discipline, etc.
 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 1200 on Thursday for viewing by Trainmen until the assignments become effective at 0001 on Saturday.
 3. Trainmen occupying a position in a pool/extra board with non-rotating rest days may make a voluntary seniority move to another position within that pool/extra board effective on JAD.

- E. Any vacancy of less than seven days is a day-to-day vacancy and will be filled by the applicable extra board.
- F. When regular assignments are established, notice will be listed in the CMC system showing: assigned days/week, assigned days off, on and off duty point(s) and rates of pay which will be listed in the next JAD:
1. Time starting work
 2. Number of days per week (when practicable)
 3. On and off duty point(s)
 4. Lay up point
 5. Relief days or day if applicable
 6. Territory covered by assignment
 7. Mileage of Assignment
 8. Rate of Pay
- G. Trainmen in road service, with assigned rest days, including those on extra boards, may not observe more rest days in a weekly period than the number specified in the electronic advertisement coinciding with their position. Should a voluntary exercise of seniority result in additional rest days, Trainmen will be shown as marked up and available for duty in the new service they will be protecting at the time.
- H. Re-establishment of any assignment is considered a new assignment and will be reflected in the changes shown at 2359 on Tuesdays in the EDB of assignments for the upcoming JAD. Trainmen should update their Electronic Bid Application Forms (EBA) in accordance with Paragraph A in this section if they want to bid on the new assignment.
1. Abolishments will occur whenever possible, on adjustment days and concurrent with Job Adjustment Day reassignment. New assignments may be established during the week and will be covered by the extra board until job adjustment day. Trainmen whose jobs are abolished on any day of the week between 0001 on Saturday through 2359 on Friday will be compensated lost earnings of their assignment.
 2. In case of circumstances as described in the note below CSXT may abolish jobs at anytime and affected Trainmen will be left unassigned and paid a basic day until the next JAD or will be placed on an extra board.
- Note: A major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God, a work stoppage against the railroad by any craft or group of employees which interrupts the normal operation, or any other valid reason for a reduction in the number of trains operated. Assignments will not be abolished except for valid reasons.
3. If assignments are annulled between Job Adjustment Days (JAD) Trainmen will be paid a basic day, miles or trip rate whichever is greater for each day or trip of their assignment while annulled, and will remain on the annulled assignment until notified that the

assignment will again be worked or will be abolished on the next JAD in accordance with this Article.

Section 2 Assignment of Trainmen

- A. 1. Subject to the needs of service, on each Job Adjustment Day, Trainmen will be reassigned in accordance with their electronic bid application, but will not be placed on their new assignment until they return to their home terminal from their last tour of duty. Trainmen awarded their specific preferences on job adjustment day will be placed on said assignment at 0001 Saturday. Trainmen newly assigned to Guaranteed Extra Board turns or to unassigned freight pool turns will be placed at the bottom of the board in accordance with their previous tie-up time.
- 2. If the extra board or pool turn is working or out of the terminal when the JAD takes effect at 0001 on Saturdays, the turn will be brought back to the bottom of the board/pool with the newly assigned Trainman. The Trainman who was working the turn will be shown on a makeup turn and placed on his new assignment when he is relieved.
- 3. If two or more Trainmen have the same tie-up time, they will be placed at the bottom of the board in accordance with their original call time.
- B. If it is known by 2200 on the Wednesday prior to a Job Adjustment Day that a Trainman will be off for the entire adjustment period (vacation, etc) his EBA will not be processed and the Trainmen will be unassigned on Job Adjustment Day. If a Trainman is scheduled to return on the next JAD, his EBA will be activated and processed by the system.

Note: If a Trainman knows that he will not return to work effective with Sunday's JAD, he must call CMC or use the appropriate computer screens and/or IVR to arrange to extend the time he will be off. The assignment will be protected by the extra board during this additional time off.

- C. 1. If a Trainman indicates that he will be returning to work from being off for any reason (injury, discipline, sick, etc.) and does not have an Electronic Bid Application (EBA) on record for the next Job Adjustment Day (JAD), he will be required to submit it prior to 2200 Wednesday before the week that he is expecting to return. The position he is awarded will be filled from the extra board until he returns during that week. The returning Trainman must request CMC or his Local Chairman to arrange to have his Electronic Bid Application (EBA) accepted and read for the upcoming Job Adjustment Day (JAD).
- 2. If a Trainman fails to put in an Electronic Bid Application (EBA) prior to 2200 on the Wednesday before the Adjustment day of the week in which he is going to return to work, he will only be allowed to exercise seniority to the assignments of his choice that are shown in Section 1, paragraph A at 1, 2, or 3 of this Article.
- D. Any unfilled position, not listed on any Trainman's EBA, will be filled by the extra board for one week, and if it is not claimed by a Trainman on the next Job Adjustment Day, it will be filled by the junior unassigned Trainman at the supply point.

- E. Regularly assigned and Trainmen used off assignment, whose turns are out of the terminal when the JAD takes effect at 0001 on Saturday, will be placed in waiting status upon return.
- F. Trainmen will be required to access the Electronic Data Base (EDB) to determine their job assignments for Saturday at 0001 and must do so to be available for their assignments when rested. CSXT will be responsible for providing all Trainmen, Local and General Chairmen adequate access to the job assignments.
- G. All Vacation Day(s) (daily and weekly), Personal Leave Day(s) or any other compensated time off will start at 0001 unless otherwise authorized. Weekly vacations will commence at 0001 Saturday and will end at 2359 on Friday.

Note: Trainmen who are out of the terminal or working at 0001 on Saturday of the JAD and are going to or leaving the extra board, will be considered as available on the day they return and are marked up on the new assignment.

Section 3 Flowback

Existing Flowback agreements will not be affected.

ARTICLE 12 FURLOUGH

Section 1 Furloughed Trainman

- A. When it becomes necessary to reduce manpower requirements at any location, Trainmen will be furloughed in inverse seniority order starting with the junior Trainman.
- B. A furloughed Trainman who desires to exercise his seniority to another extra board jurisdiction must exercise such seniority within fifteen (15) days following his furlough. Furloughed Trainmen transferring to another extra board jurisdiction must notify the proper officer in writing at the time transferring, with copy to the Local Chairman involved, at the point furloughed, of the point to which they are transferring and whether or not they desire to be recalled to the point furloughed.

If a furloughed Trainman fails to comply with the fifteen (15) day provision, he will not be permitted to exercise seniority prior to expiration of forty-five (45) days following his date of furlough. Following expiration of such forty-five day (45) period, the Trainman would be free to exercise seniority and place himself at any location his seniority entitled him to work, but he would not be recalled at any other point except the one from which furloughed.

- C. Furloughed Trainmen who have transferred to another extra board jurisdiction will be recalled to the point where furloughed in the order of their seniority when they have indicated they desire to be recalled to such point.
- D. Trainmen who have transferred to another extra board jurisdiction and who have indicated their desire to be recalled to the point from which furloughed will not be

permitted to continue to perform service at the location transferred to, after notification at the point to which transferred, unless their services are needed at such point and must return to the point to which recalled within five (5) days after being released, unless permission to be absent longer is secured from the proper officer at the point to which recalled.

- E. Furloughed Trainmen who do not stand for work at any point within their seniority district at the time furloughed would be permitted to file a recall request, with copy to the Local Chairman involved, at any extra board jurisdiction within their seniority district and would then be recalled in their seniority standing to such point when forces are increased. Such Trainmen upon being returned to service at that point must promptly notify the proper officer, with copy to the Local Chairman involved, at the point where furloughed of the point where they are then working and advise if they desire to be recalled to the point where furloughed.
- F. A furloughed Trainman who stands for service at one or more extra board jurisdictions but prefers to work at another point where he does not stand for service at the time furloughed may file a recall request at that point [if filed within fifteen (15) days of the time furloughed] and will then be recalled to that extra board jurisdiction in his seniority order when forces are increased. He must also promptly notify the proper officer at the point where furloughed of the point where working and advise if he desires to be recalled to the point where furloughed.

Recalling Furloughed Trainmen

- G. Furloughed Trainmen will be subject to recall in seniority order and will be provided a recall to service notice by telephone and by certified letter which will be sent to their last known address. Trainmen must advise the Company of their intent to return to a position of recall within five (5) days and must report for duty within fifteen (15) days from the date of receipt of the certified letter. It is the furloughed Trainman's responsibility to provide the Company with their current address. Except in cases where circumstances are beyond the furloughed Trainman's control, such Trainmen who fail to report within fifteen (15) days will have their name removed from the seniority roster and their services with the Company terminated.

Section 2 Furloughed Retention Boards

- A. Purpose – In recognizing the Company's need to retain qualified Trainmen within their work force the parties agree to create an alternative to furlough/cutoff status for otherwise "surplus" Trainmen. The Furlough Retention Board ("FRB") provides that alternative.
- B. Eligibility – Any Trainman working in a craft represented by the United Transportation Union who is unable to exercise his seniority and who otherwise would be furloughed or cut off at the last terminal where the Trainman became qualified may be offered the opportunity to voluntarily accept a position on the FRB. The Company will determine the location and number of Trainmen who may be assigned to the FRB. Once the numbers of slots have been determined, they will be offered in seniority order to Trainmen who have been furloughed/cut off at the supply point. The number of FRB positions made available

at each location may be adjusted by the Company on the first day of each bi-weekly pay period.

C. Assignment

1. When a Furlough Retention Board is established, CMC will notify a Trainman at the time of furlough/cut off of the FRB option. The newly furloughed/cut off Trainman must exercise his option within 2 hours of such notification.
2. Qualified senior cut off/furloughed Trainmen who did not exercise their FRB option at the time of furlough may only displace junior Trainmen assigned to the FRB at 0001 hours on the Saturday of each bi-weekly pay period by notifying CMC of their intention as soon as practicable; but in no event less than 72 hours beforehand.
3. Once assigned, FRB Trainmen will be obligated to remain on the FRB for a minimum of two bi-weekly pay periods, unless recalled to active service during that time; or displaced by senior furloughed/cut off Trainmen at the supply point.

D. Availability

1. FRB Trainmen will be required to be available to work or train on six (6) scheduled days per bi-weekly pay period, which may also require them to work additional days in order to complete a tour of duty/return to his home terminal. The six (6) scheduled days of required availability will be designated by CSXT Crew Management for each FRB position at the time they are established, and will be claimable by FRB Trainmen in seniority order at the beginning of each bi-weekly pay period.
2. The performance of additional work to complete a tour of duty or return to his home terminal will not alter in any manner his obligation as an FRB Trainman or change his designated work days for the month. However, FRB Trainmen will not be subject to CSXT's Simplified Availability Policy until formally recalled to active service.
3. FRB Trainmen will not be eligible to use PLD's, DVD's and DDO's on days scheduled to protect the Company's service requirements.

E. Work and Training – FRB Trainmen may be used on their designated work days for any work or training assignments required of other train/yard Trainmen. Trainmen will not be required to work or train outside of their supply point jurisdiction.

F. Vacancy Procedure

1. FRB Trainmen may be used as a source of supply for filling vacancies, protecting emergencies and performing extra service when the extra board is exhausted.
 - CSXT and UTU agree it is not the intent of this agreement to use FRB positions in any manner to reduce the number of Trainmen assigned to extra boards. In this regard, CSXT specifically acknowledges its obligation to maintain a sufficient number of Trainmen on extra boards. Additionally, the parties acknowledge FRB is not intended to function as an alternative extra board, but rather as a mechanism to

provide additional work opportunities and compensation to Trainmen that would otherwise be furloughed or cut off. It is not envisioned the existence of an FRB will modify traditional methods used for sizing extra boards. CSXT confirms it will not use this agreement to increase the number of Trainmen who would otherwise be in furlough status and/or to arbitrarily reduce extra board staffing levels as a result of the existence of an FRB.

2. Weekly Adjustments (Non-Pay Period Adjustments) – in the event five (5) FRB or more starts are used in a weekly period the workforce will not be reduced. If less than five (5) FRB starts are used weekly adjustments can be made to the extra board to be effective the following Saturday. Trainmen reduced from the workforce will be offered the opportunity to place themselves to the FRB. CMC may either add additional positions to absorb these Trainmen; or, reduce the equivalent number of junior Trainmen on the FRB.

Bi-weekly (Pay Period Adjustments) – For each nine (9) starts that have been protected by Trainmen assigned to the FRB during a bi-weekly pay period, one (1) additional Trainman will be recalled to the workforce on the next board adjustment following the bi-weekly pay period in which excessive FRB starts were used. Trainmen recalled to the workforce as outlined herein will remain on the working board for a minimum of one week and will be subject to regular board adjustments thereafter.

3. In the event a major shutdown associated with customer plants, a downturn of customer service requirements or the elimination of service is made known and it is not considered a “normal board adjustment”, the parties will immediately meet to review adjustments that will be made other than defined herein.

G. Order of Call – Where multiple FRB Trainmen are scheduled on the same day, they will be called for work in seniority order if rested. FRB Trainmen may be called out of seniority order for rules class, re-certification exams or additional training as required.

H. Compensation – FRB Trainmen will accept the conditions and rate of pay of the assignment for which called. If training or working on an assignment that is tied up at the away-from-home terminal, the Expenses Away From Home and Held-Away-From-Home Terminal provisions of this Agreement will apply.

I. Guarantee

1. FRB Trainmen will be guaranteed a minimum of four (4) days pay at the Trainman’s Board Guarantee rate per bi-weekly pay period so long as the Trainman performs all work and training for which called on his scheduled days (or is available for service).
 - A Trainman who is unavailable or does not answer a call on a scheduled day will forfeit one-half (1/2) of his guarantee (2 days) for that pay period, although he will continue to be called on subsequent assigned days for the remainder of the pay period and may accept the call; being compensated for service performed.

- Should a Trainman be unavailable or not answer two calls on scheduled days during a pay period, he will lose his entire guarantee for that pay period.
 - Should a Trainman be unavailable or not answer more than two calls on scheduled days during any consecutive bi-weekly pay period, he will be removed from the FRB and will be ineligible to be re-instated to the FRB for the next six bi-weekly pay periods.
2. All earnings attributable to the Trainman's association with the FRB will be offset against their guarantee for that bi-weekly pay period, including return trips that may commence on a day following a scheduled work day.
 3. Compensation paid for personal leave days, daily vacation days or weekly vacation days on days other than scheduled work or training days will not be charged against the bi-weekly guarantee.
 4. A Trainman observing vacation week(s) covering scheduled FRB availability days during a bi-weekly pay period will be offset 1/4th of his guarantee for each such day unavailable because they are on vacation.
 5. The FRB guarantee payment will be included in the bi-weekly pay period in which it is earned.
- J. Health & Welfare – Health & Welfare benefits will be provided for FRB employees under the Health & Welfare plan for which they were covered by at the time of their furlough/cut off.
- K. Vacation Qualification & Entry Rates – Calendar days on which an FRB Trainman performs service or is scheduled to perform service will be included in the qualification for vacation (1.6 multiplier); such days shall also constitute a tour of duty in the application of Article IV, Section 6 (Rate Progression) of the Mediation Agreement made October 31, 1985 between the NCCC and the UTU.

ARTICLE 13 HOLIDAY PAY

Section 1 General

- A. Each regularly assigned yard and road service Trainman in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of one hundred and twenty five (125) miles, or less, and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in Paragraph D hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:
1. New Year's Day
 2. Washington's Birthday (President's Day)

3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. New Years Eve

- B. Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Note: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- C. Any of the Trainmen described in Paragraph A hereof who works on any of the holidays listed in Paragraph A hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

- D. To qualify for holiday pay, a regularly assigned Trainman referred to in Paragraph A hereof must be available for or perform service as a regularly assigned Trainman in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday the Trainman must fulfill such assignment. However, a regularly assigned Trainman whose assignment is annulled, canceled or abolished, or a regularly assigned Trainman who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) on the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of a Trainman's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

EXAMPLE:

Special Qualifying Provisions

1. A regular assigned Trainman who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" before the holiday and on the "workday" immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" after the holiday.

2. A Trainman who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.
 3. The holiday pay qualifications for Christmas Eve - Christmas Day shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.
- E. Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to Paragraph A, hereof, unless the regularly assigned employee fails to qualify under Paragraph D hereof, shall be applied toward such guarantees. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Company's right to annul assignments on the holidays enumerated in Paragraph A hereof.
- F. That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in Paragraph A hereof be worked a stipulated number of days per week or month will not apply to the eleven (11) holidays herein referred to, but where such an assignment is not worked on a holiday, the holiday payment to qualified Trainmen provided by this rule will apply.
- G. As used in this rule, the terms "work day" and "holiday" refer to the day to which service payments are creditable.
- H. When one or more designated holidays fall during the vacation period of the Trainman, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the Trainman's run shall not be considered to be workdays for qualifying purposes.
- I. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate" for service performed during a single tour of duty on a holiday which is also a work day and/or a vacation day.

Section 2 Extra Trainmen

A. The following provisions shall apply to extra Trainmen protecting both road and/or yard service:

1. Extra Trainmen who meet the qualifications provided in paragraph B of this Section shall receive one (1) basic day's pay at the pro rata rate on each of the following holidays:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
President's Birthday	Day After Thanksgiving
Decoration (Memorial) Day	Christmas Eve
Fourth of July	Christmas Day

Good Friday

2. Only one (1) basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one (1) basic day's pay shall be at the rate of pay of the first tour of duty worked.

Note: When any of the above-listed holidays fall on Saturday or Sunday, the day observed by the State or Nation shall be considered the holiday.

B. To qualify, extra service Trainmen must:

1. Perform yard service and/or road service described in Section 1, paragraph A(1) on the calendar days immediately preceding and immediately following the holiday, and be available for such service the full calendar day on the holiday; or,
2. Be available for such service on the full calendar days immediately preceding and immediately following the holiday and perform such service on such holiday, or,
3. If such Trainman cannot qualify under 1. or 2. of this paragraph B, then in order to qualify they must be available for such service on the full calendar days immediately preceding and immediately following and the holiday, or perform such service on any one or more of such days and be available on the other day or days.

Note 1: For the purpose of paragraph B 1., 2. and 3. of this Section 2, an extra Trainmen will be deemed to be available if they are ready for such service and do not lay off of their own accord, or if they are required by CSXT to perform other service in accordance with rules and practices on CSXT.

Note 2: To qualify, Trainmen on a common extra board protecting both road and yard service, must have compensation credited for such service on not less than eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

4. Trainmen who meet all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "calendar day" (for an extra or unassigned Trainmen) immediately preceding the Christmas Eve holiday they fulfill the qualifying requirements applicable to the "calendar day" before the holiday and on the "calendar day" immediately following the Christmas Day holiday they fulfill the qualifying requirements applicable to the "calendar day" after the holiday.
 5. Trainmen who do not qualify for holiday pay for both Christmas Eve and Christmas day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.
- C. Any of the extra service Trainmen described in paragraph A of this Section 2 who works on any of the holidays listed shall be paid at the rate of time and one-half for services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Note: Not more than one (1) time and one-half (½) payment will be allowed in addition to the “one basic day’s pay at the pro rata rate”, for service performed during a single tour of duty on a holiday.

- D. Trainmen subject to this Article whose service status changes from an extra yard service Trainmen to a regularly assigned yard service Trainmen or a regularly assigned road service Trainmen on a road switch/mine run of 125 miles or less and who is paid on a daily basis without a mileage component or vice versa on one of the qualifying days shall receive the basic day’s pay provided in this Article provided they meet the qualifications set forth in paragraph B of this Section on the day or days they are an extra service Trainman or a regularly assigned road Trainman as described above and they meet the qualifications set forth in paragraph C of Section 1 on the day or days they are a regularly assigned yard service Trainman or regularly assigned road service Trainman as described above, provided further, that a regularly assigned yard service Trainman or regularly assigned road service Trainman as described above, who voluntarily changes their service status to an extra service Trainman on any of the three qualifying days shall not be entitled to receive the basic day’s pay provided for in this Article.
- E. When one or more designated holidays fall during the vacation period of Trainmen, the qualifying days for holiday pay purposes shall be the workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from-home operation of the Trainman’s run shall not be considered to be workdays for qualifying purposes.

Questions and Answers

- Q-1: Will a Trainman who has had his assignment annulled or abolished on a weekday and is being paid a basic day to remain off until the next working day in the case of annulment, or the next JAD in the case of abolishment, be considered as protecting the holiday on all protective days, including the Holiday, when under these circumstances?
- A-1: Yes, his Holiday pay will be considered as protected and he will be paid the Holiday Gift. If worked on the holiday, he will be paid at the time and one-half rate for the service performed.
- Q-2: Do the provisions of Sections 1 and 2 of this Article concerning Christmas Eve and Christmas Day Holidays also apply to Thanksgiving and New Year’s Holidays?
- A-2: Yes.

ARTICLE 14 LEAVE OF ABSENCE WITHOUT PAY

- A. Except for physical disability or as provided in paragraph C of this rule, leaves of absence for Trainmen in excess of sixty (60) calendar days in any calendar year shall not be granted, unless by agreement between the officer designated by CSXT and representative designated by the UTU. Physical disability or bona fide illness does not require a Trainman to secure a Leave of Absence.

- B. Trainmen accepting service with railroad associations or government agencies engaged in transportation areas such as the National Railroad Adjustment Board, AMTRAK (non-contract positions), Association of American Railroads, National Mediation Board, Department of Transportation or any Trainman elected or appointed to a full time public office will not require a leave of absence while so employed, however, they must return to service in accordance with the provisions below.
- C. Trainmen may be given a leave of absence for a specific period of time, and at the expiration of same, will, upon making application to the proper supervisor, resume employment without loss of seniority. A Leave of Absence may be granted for longer periods by mutual agreement. The General Chairman will be furnished with a copy of the leave of absence of Trainmen under their immediate jurisdiction. At the expiration of the leave of absence, or prior thereto, Trainmen may resume employment without loss of seniority provided they exercise seniority by the second JAD as provided for in Article 11 of this Agreement.
- D. Leave of Absence to work for the National Railway Passenger Corporation (AMTRAK) must have been obtained under an appropriate agreement covering such leaves. Such leaves of absence shall remain in effect so long as the Trainman is in active service with AMTRAK. Only one such leave of absence may be obtained, except if a Trainman is furloughed by AMTRAK and returns to service under this Agreement, he may then be granted another leave of absence if he is recalled and accepts service with AMTRAK.
- E. Trainmen who are promoted or appointed to official positions or quasi-official positions (such as Train Dispatcher or Yardmaster), and full time positions with the United Transportation Union will be considered on leave of absence and will continue to accumulate seniority however, they must return to service on a JAD within thirty (30) days of leaving their former position.
- F. Trainmen off account of sickness or injury may be required to provide the Company with a report from his physician as to his current condition, within thirty (30) days of a written request thereof or forfeit all seniority.

ARTICLE 15 LODGING and LOCOMOTIVE CONDITIONS

Section 1 Lodging

- A. 1. When CSXT ties up road service Trainmen (except short turn-around passenger service), at a terminal other than the designated home terminal of the assignment, for four (4) hours or more, Trainmen shall be provided suitable lodging at CSXT's expense.
- 2. This Article also covers Trainmen called from the extra board, pools or used in the capacity of an extra Trainman to fill vacancies at outlying points subject to the following additional conditions:
 - a. The outlying point must be thirty (30) miles or more from the terminal limits of the location where the extra board from which called is maintained.

- b. Lodging or allowances in lieu thereof, where no lodging is available, will be provided only when extra Trainmen are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Note: Allowances in lieu thereof will be the applicable rate under the IRS Per Diem allowed.

B. Suitable lodging is defined as housing in a decent and reputable establishment, which is mutually satisfactory to the General Chairman and the designated CSXT officer. If not within a reasonable walking distance from a licensed suitable eating facility, suitable transportation will be furnished to an eating facility. The facilities to be furnished as follows:

1. Single occupancy rooms equivalent to that found in a modern commercial hotel being, well ventilated, lighted, heated and air-conditioned, with appropriate equipped private toilet and bath facilities. Floors will be finished or carpeted.
2. Rooms will be equipped as generally found in commercial motel/hotels, including color TV (19" or greater with remote control).
3. Linens will be changed; room put in order after each occupancy and cleaned at least once each twenty-four (24) hours.

C. 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 arrangements are promptly made and a room is provided at another suitable facility. These payments for late transportation and/or late room availability will be paid separate and apart from the Trainman's earnings for the trip.

Example: Trainman registers off duty at 1300 hours and is not furnished suitable transportation until 1400 hours, the Trainman is entitled to an additional 30 minutes paid separate and apart from his earnings from the trip. The same example would apply while waiting for a room at the Lodging facility.

- 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.
2. Where lodging accommodations are furnished and qualifying Trainmen elect not to use such facilities, no allowance will be due except as noted above.

- E. Trainmen called to protect work train service will be entitled to lodging and suitable transportation when tied up at outlying points, unless CSXT elects to transport the crew back to the initial terminal or supply point that day.
- F. Trainmen forced to any regular assignment more than thirty (30) miles from their designated home terminal will be allowed to use CSXT provided or CSXT designated lodging facilities for up to thirty (30) days, unless a driving allowance is agreed to.
- G. Meal allowances will also be granted where lodging is utilized as provided in this agreement.
- H.
 1. CSXT shall also have the right to construct and operate or arrange for the construction and operation of lodging facilities at any location where lodging is required. Such facilities will comply with conditions as found at licensed public facilities as referenced in paragraph B above.
 2. Within thirty (30) days from date of CSXT's notice of intent to construct such facility, the Organization may request conference to discuss the matter. If no request for conference is received within thirty (30) days of receipt of notice, the matter will be considered closed and CSXT may proceed.
 3. If the Organization objects to the facility, such objections shall be confined to whether or not the proposed facility meets the conditions for CSXT constructed lodging facilities.
 4. If the parties are unable to resolve the matter within thirty (30) days from date of last conference and after submission to the Disputes Resolution Committee, it may be submitted to arbitration in the usual manner. If any party fails to select its member of the arbitration committee within a reasonable time, CSXT's Highest Designated Officer and/or the General Chairman shall be deemed to be the member and the committee shall then function. The decision of the majority of the arbitration committee shall be rendered within the thirty (30) days, and shall be final and binding after selection of the neutral member, unless the parties mutually agree to a further extension.
- I. In the event a protest is made concerning any lodging issue, the matter will first be referred to local management. If unresolved, the matter will be referred to the General Chairman and Highest Designated Officer for resolution, including the Disputes Resolution Committee and process of arbitration.

Section 2 Locomotive Conditions

- A. In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad, as long as they meet applicable FRA standards.
- B. A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

- C. This Agreement affirms CSXT's responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: air conditioning, heating, water coolers, drinking water, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.
- D. A locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and the crew will not be required to operate the locomotive pending corrective action, if the crew registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning:
 - 1. The existence of a federal defect, as defined by the Federal Railroad Administration, with respect to the following matters:
 - Exhaust gases (ventilation);
 - Cab lights;
 - Locomotive cab noise;
 - Cabs, floors and passageways (footing) (cab seats) (vision) (heat); and
 - 2. Other conditions as follows:
 - Lack of air conditioning or heating;
 - Lack of clean, sanitary toilet;
 - Lack of adequate cooled, drinkable water made available at the relief point, in accordance with present practice;
 - Lack of adequate toilet paper or hand towels.
- E. In determining the reasonableness of a Trainman's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the Trainman's ability or inability to correct the deficiency with means at his disposal and whether or not an unreasonable train delay would be incurred.

Section 3 Other

- A. Terminal facilities will be adequately lighted, heated and air conditioned and will have washroom facilities with hot and cold water, soap and towels, toilet facilities, standard clock, drinking water, ice or mechanical cooling, "half-size lockers" and locomotive supplies. Such facility will be maintained and will be kept clean.
- B. A designated place for changing crews and place for changing clothes will be provided in all yards.
- C. Portable lighting will be provided by the Company at no expense to Trainmen.
- D. Trainmen shall not be required to cross trestles or bridges occupied by trains where there are no walkways.

- E. Trainmen tied up under the Hours of Service Law will not be required to perform any duties prohibited by Law.
- A. Ground crew members of trains operated without a caboose will not, as a result of the elimination of the caboose, be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are over one mile.
- G. The existing Air Hose arbitrary provisions for each former railroad will continue to apply for pre 1985 employees.
- H. At points where other appropriate personnel are available, ground crew members will not be required to place, move, attach, or take off protective devices from the rear or last car of trains operated without a caboose. However, when other appropriate personnel are not available, such rear-end protective devices will be handled by a member of the ground crew to and from designated locations.

Locomotive Design and Construction

In recognition of the desirability of consultation with the General Chairmen prior to ordering new locomotives, or while formulating plans to modify or retrofit existing locomotives, the parties agree that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairmen providing them with the opportunity to furnish CSXT with their recommendations for full and thoughtful consideration by CSXT.

ARTICLE 16 MARKING OFF / MARKING UP

Section 1 Marking Off

- A. An Extra Trainman granted permission to mark off or to be out of place will retain his position on the extra board if he reports back for duty before his turn is called. Failing to report for duty his turn will be removed from the board and he will remain off for a minimum of twelve (12) hours and then be marked up last out upon reporting.
- B. A Trainman in pool freight service marking off for any reason will maintain his place in the pool if he reports for service before his turn is called. Failing to report for duty before his turn is called; he will remain off for a minimum of twelve (12) hours depending on the exigencies of service. When reporting he will be marked up last out or to his turn if it has returned and has previously been marked up, and will be considered available for call in his turn.

Note 1: In the event the working board is or will be exhausted as provided for in paragraphs A. and B. hereof, CMC upon contacting the Trainman, may waive the twelve (12) hours the Trainman is required to remain off of the working board.

Note 2: In A. and B. above, a Trainman who marks off and then marks back up before his turn is called, will not be considered as unavailable for any purposes in regard to the time while he was marked off.

Note 3: 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 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.

C. A Trainman working a regularly assigned road or yard assignment at an outlying point must mark up within eight (8) hours of the on duty time of the assignment in order to protect the following day.

Note: A Trainman returning from Personal Leave days or Daily Vacation will be automatically marked up to protect their assignment the next working day after observing either of these days.

Extra Board Trainmen called to protect those vacancies will be notified, when called, that they will be relieved upon expiration of the regular assigned employees scheduled absence.

Interpretation:

When a pool Trainman is granted permission to mark off, his turn will remain in the pool and work its way up the pool. If he does not report for duty before his turn is called, it will be filled by an extra board Trainman; and, thereafter:

1. If a pool Trainman reports for duty prior to twelve (12) hours from the time he originally marked off, he will be placed in "waiting status" until the expiration of the twelve (12) hours (depending on the exigencies of service), at which time he will be marked up on his turn if it has returned to the terminal or he will be marked up last out in the pool if it has not returned.
2. If a pool Trainman reports for duty after twelve (12) hours from the time he originally marked off, he will be marked up on his turn if it has returned to the terminal or he will be marked up last out in the pool if it has not returned.
3. 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.

Note: CSXT will allow General Committee Officers, Local Chairmen and Vice Local Chairmen to mark off under union business (UBU) to perform elected duties such as: representing members in investigations, holding claims conferences, or attending Labor/Management meetings, etc. Presidents, Secretary-Treasurers,

and Legislative Representatives officers will be permitted to mark off under union business (UBU) to attend monthly meetings as needs of service permit. If a dispute arises under this note, it will be resolved by the General Chairman of jurisdiction and CSXT Highest Designated Officer.

Questions and Answers

Q-1: If a pool Trainman whose turn has not returned to the terminal when marking up and is placed last out, will his turn be brought back to him and the Trainman filling his turn who is out of the terminal changed to reflect as being on a “make up” turn?

A-1: Yes.

Q-2: Does time spent in “waiting status” cause a pool Trainman to be considered unavailable for any purpose?

A-2: No.

Q-3: When does the twelve (12) hour period begin as used in paragraphs 1 and 2 of the Interpretation?

A-3: The time periods will begin from the time the Trainman originally marked off.

- 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 or be considered unavailable for any other reason.
2. When all applicable vacancy fill procedures have been exhausted, CMC will have the option of dropping a vacant pool turn(s) to the bottom of the board or setting the turn(s) aside.

Section 2 Marking Up

A. A regularly assigned Trainman will automatically be marked up for service at the expiration of a mark-off with a specific duration such as rest days, weekly vacation, daily vacation day(s) or personal leave day(s), and at the end of an agreed upon, pre-arranged period of time to be off such as for personal business, appointment, etc. If for unforeseen reasons, a Trainman requires additional time off, it will be his responsibility to contact the Crew Management Center to request additional time off.

B. Unassigned or Extra Trainmen will be marked up following the day, days, week or weeks of authorized absence at 2200 for duty at 0001, unless the Trainman elects to and advises CMC to delay mark up to as late as 0400, following the authorized absence, except in the case of observing vacation.

Note: Trainmen will not be considered as unavailable for any purpose when handled as described in this paragraph B. Trainmen will not have their guarantee affected under this Article. Trainmen who wish to take advantage of this must notify CMC by no later than 1800.

ARTICLE 17 PASSENGER SERVICE

Passenger rules will be set aside until such time as passenger service is implemented on the Southern Region and manned by employees governed by this Agreement.

ARTICLE 18 PAYDAY/PAYROLL DEDUCTIONS

Section 1 Payday

- A. Pay will be claimed through CSXT's "Paperless Payroll" system and may be filed by either the Trainman or another member of the crew
- B. Payroll payments will be made only to a direct checking and/or savings deposit account or pay card as specified by the Trainman. Such Trainmen will have sixty (60) days to establish a direct deposit account at a financial institution recognized by the Company as able to accept direct deposits.
- C. Pay will be distributed each fourteen (14) days, or as otherwise mandated by state law, by electronic deposit to the Trainman's designated banking institution or by Pay Card (as elected by the Trainman). An itemized "printout" of the Trainman's pay will be made accessible to each Trainman at the worksite. The statement will also show the disposition of claims initially shown as being researched, paid or denied on the coded statement furnished Trainmen.
- D. If there is a pay discrepancy and it is determined that a Trainman has been shorted payment for work performed, it is understood that a separate payment will be promptly issued for shortages in excess of a basic day.

Section 2 Deductions

- A. Payroll deductions are available to all permanent full-time Trainmen who execute a suitable written deduction authorization for the following purposes:
 - 1. Periodic Union dues, agency fees and assessments included in, monthly dues (not including fines and penalties) payable to the Union.
- B. No deduction shall be made from the wages of any Trainmen who does not have sufficient earnings for the pay period specified of an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:
 - 1. Federal, state, and municipal taxes.
 - 2. Other deductions required by law, such as garnishments and attachments.
 - 3. Health and Welfare Employee Cost Share.
 - 4. Supplemental Pension, including 401(k) contributions.
 - 5. Contributions to Voluntary Relief Department.

ARTICLE 19 PERMANENT OR TEMPORARY TRANSFER

A. Procedure

1. When additional Trainmen are needed on their Consolidated Seniority District or a different Consolidated Seniority District, CSXT may offer a permanent or temporary transfer to Trainmen at locations where, in CSXT's opinion, it has a surplus subject to approval of the appropriate General Chairman with jurisdiction and in the following manner:
 - a. When there are furloughed Trainmen at a supply point CSXT will post notice at supply points where there are furloughed Trainmen. Applicants will be selected in seniority order. The selected applicants will be permitted to exercise seniority to any position based on their prior or common rights and will remain within that zone in accordance with paragraph B(6) below, unless subsequently reduced from the Trainmen's work force, at which time the Trainman may exercise seniority to the former zone or subzone.
 - b. If unable to fulfill the manpower needs of CSXT under paragraph 1(a), CSXT may advertise for the temporary transfer of Trainmen from one of the other Consolidated Seniority Districts. CSXT will post a notice on the other Consolidated Seniority District(s) which have surplus Trainmen. CSXT will determine the supply points, which have surplus Trainmen who will be offered temporary transfers to seniority zones or subzones in need of additional Trainmen. Applicants will be taken in seniority order with birthdays being the tiebreaker (month, day and year). The date such Trainmen commences qualification on the district will establish their appropriate temporary seniority on that district. When two or more Trainmen with seniority on CSXT transfer to and commence qualifying on the same seniority district, they will be placed in relative standing based on their former Trainmen's seniority.
2. The temporary Trainmen positions will be established at the supply points where needed and will become effective on the Job Adjustment Day shown in the posted notice. Such positions will be shown on the Electronic Database of Assignments ("EDB") that will be accessible through the Crew Management Center ("CMC") System and Division Message Screens. Trainmen who transfer in accordance with this sub-paragraph will be placed on the bottom of the roster at that location, for the duration they are there.
3. Trainmen will be required to learn the road and terminals at the supply point to which transferred as necessary by agreement between the supervisor and the Local Chairman and will be paid at the same rate of pay as the working Trainman on whose train the Trainman is qualifying for all miles traveled but not less than a minimum day at the Trainman's rate of pay for each day qualifying. A transferred Trainman assigned to a Trainmen's pool or extra board must be qualified for all service protected by same; however, this will not prevent CSXT from using a transferred Trainman to perform emergency service for which qualified. Any issue involving qualifying on or protecting assignments not resolved by the Local Chairman may be promptly handled by the appropriate General Chairman and the Highest Designated Officer.

- Note 1: When, in the opinion of the supervisory officer, a Trainman is taking an unreasonable amount of time to learn the road and/or terminals, the Trainman in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.
- Note 2: Trainmen used in the qualifying of transferred Trainmen will receive “Trainmen Instructor” pay.
4. Trainmen temporarily transferred under this Agreement will be entitled to the following:
 - a. CSXT will provide lodging at the home terminal or an allowance in lieu of lodging, if the Trainman is more than thirty (30) miles from his former home terminal. Additionally, lodging will be provided at the away-from-home terminal.
 - b. Meal allowances as provided for by this Agreement;
 - c. Any additional benefits/incentives the notice may provide;
 - d. The applicable driving allowance as recognized by the IRS for travel to and from the location.
 5. Trainmen who transfer on a temporary basis will be required to remain in active service at the location to which transferred for at least six (6) months after qualifying, unless released earlier by CSXT. Trainmen will be released in reverse seniority order unless a senior Trainman has filed a written request to be released.
 6. Trainmen released by CSXT prior to the six (6) month period will be given a seventy-two (72) hour advance notice that their services are no longer needed, without reduction in transfer benefits as described herein.
 7. In the event that a Trainman who transfers on a temporary basis experiences a hardship during the six-month period, they may request an early release. The Trainman must make said request in writing to CSXT’s Highest Designated Officer and the appropriate General Chairman. If the hardship is granted, CSXT may require the Trainman to re-pay the incentives on a pro-rata basis.
 8. Trainmen who temporarily transfer under the terms of this Agreement will not be entitled to take vacation or personal leave during the time provided herein, unless approved by local supervision. The Trainmen’s appropriate Local Chairman will schedule such time off for Trainmen with the approval of the Trainmen’s supervisor.

Questions and Answers

- Q-1. If a Trainman who has transferred to a location had already scheduled vacation prior to his transfer, can he take his scheduled vacation?

- A-1. Local management and the Local Chairman of jurisdiction will meet and endeavor to allow such Trainman to take scheduled vacation depending on the needs of service, or he will be paid for such vacation in lieu of taking the time off. Taking such time off will not deprive the Trainman of any of the benefits he receives under the transfer notice.

ARTICLE 20 PERSONAL LEAVE DAYS (PLD's)

- A. 1. Trainmen will be entitled to Personal Leave Days on the following graduated basis, subject to the provisions contained in Paragraphs A.1. and A.2. below:

<u>Years of T&E Service</u>	<u>Personal Leave Days</u>
Less than 5 Years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years to 20 years	9 days
Twenty or more years	11 days

- 2. Effective January 1, 2012, Trainmen who qualify for vacation in the previous calendar year (2011) in accordance with Article 29 (Vacation) will be entitled to Personal Leave Days on the following graduated basis, subject to the limitation contained in Paragraph (B), below:

<u>Years of T&E Service</u>	<u>Personal Leave Days</u>
Less than 5 Years	5 days
Five years and less than 10 years	7 days
Ten years and less than 15 years	9 days
Fifteen years or more	11 days

- B. 1. Trainmen in road and yard service who are eligible for paid holidays under the National Paid Holiday Rules may substitute Personal Leave Days for such paid holidays. The number of Personal Leave Days each Trainman is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received. Trainmen who have reached the maximum of eleven (11) days will not be entitled to any additional paid holidays or Personal Leave Days in that calendar year.

- 2. In the year in which a Trainman's Personal Leave Day entitlement increases, they may take the increased number of Personal Leave Days at anytime in that year.

- 3. Trainmen who work a portion of the year in train service may not exceed the number of Personal Leave Days under the schedule shown in paragraph A. above.

- C. 1. Personal Leave Days may be requested or scheduled no later than twenty-four (24) hours before, but no earlier than twenty-one (21) days in advance by contacting the appropriate CSXT Officer at CMC or by using the appropriate screen in the CSXT system or through the IVR. These days shall be granted or allowed consistent with the daily caps which have been evenly distributed for each day of the week. CSXT has the option of granting

Personal Leave Days with less than twenty-four (24) hours' notice and will do so when requested by the Local or General Chairman when the caps and/or needs of service will allow.

2. Trainmen will be paid a basic days pay at the rate of the last service performed. Trainmen granted a Personal Leave Day will not be required to accept an assignment after 2200 on the day preceding the Personal Leave Day. Trainmen will be marked up for duty from Personal Leave Days pursuant to the provisions of Article 16 - Marking Off and Marking Up of this Agreement.

Note 1: Unless otherwise agreed, Personal Leave Days caps placed into the computer will be scheduled in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

Note 2: A Trainman will not be considered as unavailable for any purpose when handled as described in this paragraph.

Note 3: The Company will determine the total number of personal leave entitlement days at each supply point. The working "supply point" is interpreted to mean where there are separate extra boards. The entitlement will be determined respectively for each extra board's jurisdiction and/or vacation roster. The total number of personal leave days will be evenly divided by 365, and the limits scheduled evenly Monday through Sunday. In the event the limits cannot be equally distributed throughout an entire work week, they will be distributed in order as defined in Note 1.

At locations where the limits do not allow for at least one PLD per day, the limits will be set for one per day.

3. a. Once a Personal Leave Day (hereinafter "PLD") is scheduled, CSXT will not cancel a PLD absent a forty-eight (48) hour notice from CMC to the Trainman. Any cancellations of a PLD by CMC in less than forty-eight (48) hours must result from a major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God or a work stoppage against the railroad by any craft or group of employees or unanticipated manpower shortages, which interrupts the normal operation. Should this occur, the General and Local Chairman having jurisdiction will be promptly notified by the HDO. Once PLDs are entered into the system, CSXT will not reduce the agreed to caps without prior discussion with the General Chairman of jurisdiction and without supplying the supporting data validating their position that by not reducing the caps a shortage of manpower would be created.
- b. A Trainman may not cancel a scheduled PLD without requesting CMC to do so at least forty-eight (48) hours before the day(s) is scheduled to begin. Should a Trainman experience circumstances beyond his immediate control, the requested cancellation may be granted by showing legitimate need within the forty-eight (48) hour time frame with the concurrence of the Local or General Chairman. Any dispute

arising from this paragraph will be handled on a case-by-case basis between the Organization and the designated CSXT representative.

- c. A Trainman may cancel a scheduled Personal Leave Day if he is out of the terminal when it is scheduled to begin.
 - d. In considering the needs of service, CMC may increase such caps to allow additional Trainmen to be off on any given day when requests are made for additional day(s) by a Trainman, his Local Chairman or General Chairman. Reference Article 29 - of the Vacation Agreement Summary, Section 5, Q&A #3.
4. Unused carry-over PLD's may be cashed in or paid for in lieu of actual time off if requested by the individual through the Crew Management Center, by use of the appropriate screen in the computer or through the IVR.
 5. Unused (not requested and/or not granted) PLD's may be accumulated and carried over up to a maximum of thirty (30) days. Any exceptions to this rule due to medical or hardship circumstances must be approved and agreed upon between the General Chairman of jurisdiction and Highest Designated Officer.
 6. Trainmen may elect to receive payment for all or part of the carry-over days in lieu of scheduling such days. Payment for all PLD's will paid a basic days pay at the rate of the last service performed and shall not be used as an off-set to any guarantees other than as provided pursuant to job protection or governed by National Agreements. Payment will be made in the pay period following the pay period in which the claim is submitted. Personal Leave Days do not become "carry-over" until January 1 of the following year.
 7. If a Trainman resigns, retires, dies, is disabled or dismissed from service, the number of PLD's in his account (including those earned in the calendar year that the Trainman leaves service which were to be taken in the subsequent year) will be payable to the Trainman or his estate as soon as practicable, subject to state law.
 8. Trainmen working assignments that have assigned rest day(s) can request and take PLDs on the rest day(s) of the assignment. These days will not be counted against the caps on that given day and will not be denied by CMC.
- D. PLD's may be donated to other employees in the form of a basic days pay at the donee's last class of service rate. Those wishing to donate days in accordance with this Article must mail/fax a signed authorization showing their identification number to the General Chairman's Office reflecting the number of days donated. The General Chairman's office will provide one list of donors to payroll.
- E. Personal Leave Days taken or paid for will be counted as qualifying days for vacation purposes.

Questions and Answers

Q-1: When will a PLD which was not previously scheduled commence and end?

- A-1: A PLD commences at the time the Trainman marks off. It will end twenty-four (24) hours thereafter and the Trainman will be automatically marked up.
- Q.-2: When do Trainmen commence a PLD if their turn is out of the terminal when said day is scheduled to begin?
- A-2: The Trainman has up to one (1) hour after registering off duty when he returns to his home terminal to cancel personal leave through the Crew Management Center, otherwise, personal leave commences with the off-duty time for a period of twenty-four (24) hours.
- Q-3: Do the PLD provisions preclude the payment of time and one-half for service actually performed on a holiday by a Trainman who has previously taken a combination of eleven Holiday/PLDs?
- A-3: No, the time and one-half payment is payable for service performed on a holiday under the National Holiday Rule.
- Q-4: Must a regularly assigned, pool or extra Trainman wait until their turn is due to work to start a Personal Leave Day?
- A-4: No, Personal Leave Days will begin at 0001 unless as described in Q & A 1 and 2.
- Q-5: Who must a Trainman contact to be compensated for personal leave day while observing a rest day?
- A-5: The Trainman must advise Payroll of the request to ensure proper compensation. The Trainman may contact the Payroll Help Desk, send an e-mail to TTG Payroll or as directed, requesting the payment. He will not be denied the request and this day will not be counted against the caps.
- Q-6: What time will personal leave begin when taken in conjunction with rest day(s)?
- A-6: At expiration of rest day(s) the PLD will begin and run twenty-four (24) hours.
- Q-7: May Trainmen who are otherwise unavailable for service (i.e., marked off sick, sickness in family, weather, etc.) utilize a personal leave day for guarantee purposes?
- A-7: Yes. However, the day must be approved by the Trainman's local supervisor. If approved, the PLD will not count against the caps, or the Trainman's guarantee, if any.
- Q-8: Will a PLD taken on the day before or after a holiday preclude the payment of time and one-half service actually performed on a holiday?
- A-8: No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule. PLD's are considered neutral days. The Trainman must work or be available to work the day immediately preceding or following the PLD's, whichever is applicable.

ARTICLE 21 PHYSICAL EXAMINATIONS/ MEDICAL DISQUALIFICATIONS

- A. Physical examinations will be conducted as required under the Federal Railroad Administration requirements and as determined appropriate by CSXT's Chief Medical Officer when a Trainman's fitness for service is in question. CSXT, through its Chief Medical Officer, retains the right to establish periodic physical examinations. The cost of physical examinations required under the Federal Railroad Administration requirements or performed at the direction of CSXT will be paid for by CSXT. The Medical Department will advise the individual of the reason for the examination.
- B. 1. Trainmen directed by the Company to undergo a physical examination will be compensated three (3) hours at the pro-rata rate of the assignment. However, if the Trainman is unable to schedule the examination without loss of compensation from the assignment or extra board, the Trainman will be compensated for all lost earnings. A Trainman must secure authorization from one of his supervising officers who will instruct CMC to mark the Trainman off duty to take a physical examination. Trainmen required to take an examination at other than their home terminal will be reimbursed for all reasonable expenses incurred.
2. This rule will not apply to physical examinations when a Trainman is returning to duty from a leave of absence (including sick leave or injury), or physical examinations required of a Trainman while absent from duty because of illness or injury. A Trainman will be allowed all reasonable expenses incurred if required to leave his home terminal for such examination.
3. This rule will apply to physical examinations required by federal regulations.
- C. Trainmen may be required to submit to any CSXT physical when:
1. a. It is CSXT's opinion that the Trainman's health or physical condition is appreciably impaired in which case CSXT shall notify the Trainman in writing of the nature and extent of its concern and shall pay the physician's fee for such examination; or
- b. A Trainman who has been off for an extended period, length of which to be determined by the CSXT Chief Medical Officer, but not less than seven (7) days, due to personal illness or off-duty injury, in which case, once the Trainman has been attended to by his personal physician, the physician must complete CSXT medical forms provided by the Chief Medical Officer prior to return to service.
2. In conducting such physical examinations, any facts as to unfavorable conditions developed by the Medical Examiner will not be reported to supervisory officers, but will be held in strict confidence between the Medical Examiner, the Chief Medical Officer and the employee concerned.
- D. Any Trainman who fails to pass a CSXT physical examination may within thirty (30) days, at his option, have a review of his case in the following manner:

1. In the event the Chief Medical Officer determines that a Trainman's physical condition is such that it will interfere with the safe performance of duties, the Chief Medical Officer will report such findings to CSXT and if it is decided the Trainman should be removed from service, the Chief Medical Officer will notify the Trainman and his General Chairman.
 2. Trainmen who are removed from service account of a medical condition may appeal from an adverse decision of the Chief Medical Officer through the General Chairman, with evidence of a thorough examination by a recognized physician, subsequent to his rejection, which examination shows conclusions contrary to those on which rejection from service was based. If the decision is appealed, the Trainman involved, and/or his representative, will select a physician to represent the Trainman, notifying the Highest Designated Officer accordingly, and within thirty (30) days after such notification, CSXT's Chief Medical Officer ("CMO") will select a physician to represent CSXT in conducting a further physical examination. The two physicians selected will examine the Trainman and render a report within a reasonable time, not exceeding thirty (30) days. If the two physicians selected shall agree, the conclusions reached by them will govern.
 3. If the two physicians should disagree as to the physical condition of such Trainman, they will select a third physician, to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession, and a specialist in the disease or diseases from which the Trainman is alleged to be suffering. The Board of Medical Examiners selected will examine the Trainman and render a report within a reasonable time, not exceeding thirty days after selection, setting forth the Trainman's physical condition and their opinion as to fitness to continue service in regular or restricted employment, which will be accepted as final. Should the decision be adverse to the Trainman and later based on a medical report from the Trainman's physician, it appears the Trainman's condition has improved, a re-examination will be arranged, as soon as possible, upon request of the Trainman. If as a result of the re-examination, the Trainman is returned to service, there shall be no claim for lost time, unless CSXT had initially refused to grant the re-examination resulting in an unreasonable delay.
 4. The fee of the third member of the board will be borne equally by the involved Trainman and CSXT. Fees for hospital, expenses, laboratory, x-ray examinations, etc., will be borne equally by the Trainman involved and CSXT.
 5. In cases where a Trainman may be held out of service pending final determination as to his fitness to continue such service and it subsequently develops that the Trainman's condition did not justify removal from service, the Trainman will be paid for time lost and credited/made whole as it pertains to all entitlements, under this Agreement such as Vacation, Personal Leave, Performance Bonus Calculations, 401K Match, Railroad Retirement, Attendance Awards, etc., while held out of service on that account.
- E. When a Trainman is disqualified for service because of vision, color perception or hearing that does not meet the required standards, the Trainman or his/her representative may, within fifteen (15) days after disqualification, make request that consideration be given to conducting a field test. Such request will be made to the Highest Designated

Officer and a meeting to discuss the matter will be held within fifteen (15) days following the request. Any field test will be conducted consistent with applicable FRA regulations.

- F. Trainmen restricted by CSXT to yard service for medical reasons will be subject to the following:
1. Such restricted Trainman may mark up on an extra board and work yard vacancies protected by that list only so long as his seniority does not entitle him to hold a regular yard assignment as Trainman either at the point where the extra board is located or at a point protected by that extra board.
 2. Trainmen marked up on an extra board under the provisions of F(1) will be subject to calls for yard service on a first-in, first-out basis. However, there will be no runaround claim due such restricted Trainman when he stands first out on the extra board at a time when a vacancy exists for a road Trainman. Under such circumstances, he will retain his first out position on the list until called for a yard vacancy.
 3. It is understood that in determining the qualification for vacation eligibility under the applicable Vacation Agreement concerning calendar days on which a Trainman assigned to an extra board is available for service and on which days he performs no service, is modified to the extent that a Trainman assigned to the extra board under provisions of this Article shall not be given credit/guarantee for any calendar day on which he performs no service account of being unable to accept a call on that day for road service because of his restriction.
 4. All service in Terminal Operations performed by restricted a Trainman shall be excluded from consideration in the regulation of extra boards.
- G. 1. Any physical requirements developed and adopted after the effective date of this Agreement by CSXT Medical will be previewed with all UTU General Chairmen. In the event a dispute arises from any new requirements, the Organization retains its rights to challenge such guidelines under Article 6, Section 3, Disputes Resolution Committee of this Agreement. In any case, CSXT will assist any physically disqualified Trainman through CSXT programs to mitigate undue hardship or to provide alternate employment.
2. If a Trainman is disqualified pursuant to any new guidelines or physical requirements adopted, all health and welfare benefits will be maintained by CSXT if the Trainman remains compliant with the program, until the requirements under paragraph G are fulfilled.
- H. None of the provisions contained within this Article will supersede procedures pursuant to 49 CFR 240.

ARTICLE 22 QUALIFYING ON TERRITORY

- A. Trainmen will be qualified, at CSXT's expense, on the territory within their home sub-district. A Trainman who has not worked over a portion of such sub-district and has not

had an opportunity to work (through exercise of seniority, etc.) on some portion of such sub-district during the past twelve months and who is unable to hold any other position on that sub-district will be paid one trip to re-qualify over the territory and paid all earnings made by the Conductor on such assignment.

- B. Trainmen must be fully qualified on all work protected by an assignment, pool, or extra board to voluntarily claim a position within his home sub-district. Trainmen with sufficient seniority to hold an assignment within his home sub-district will be allowed to qualify on the assignment he wishes to claim at CSXT's expense when the requirements of service permit. If the Trainman cannot hold an assignment at his present supply point as a Conductor, he will begin qualifying immediately.

Note: The intent of paragraph B is to allow CSXT, during times of manpower shortages, to qualify newly promoted Trainmen in some, but not all assignments(s) in their home sub district/district to quickly satisfy service requirements. Such Trainmen should not be unduly restricted in exercising seniority to assignments of preference when manpower requirements permit.

- C. Trainmen who voluntarily exercise seniority from one sub-district/district to another will not receive pay for learning the road and will be required to qualify on their own time.
- D. When CSXT posts a notice to transfer Trainmen from one sub-district/district to another they will be paid to learn the road in accordance with paragraph F. of this Article.
- E. Where a new run is established requiring Trainmen to learn new territory they will be paid for the time learning the road at the Trainman's rate of pay based on the service performed and in accordance with paragraph F. of this Article.
- F. The appropriate CSXT officer and the Local Chairman with jurisdiction will determine the number of qualifying trips needed to qualify on a specific territory. When in the opinion of the supervisory officer a Trainman is taking an unreasonable amount of time to qualify, the Trainman in question will be required to consult with the supervisory officer and the Local Chairman for the purpose of identifying and correcting the problem.
- G. The Trainman who acts as an instructor during the qualification trips that are made by these Trainmen will receive the current instructor allowance.

ARTICLE 23 REMOTE CONTROL OPERATIONS

Section 1 General

- A. 1. At locations where Remote Technology is implemented an adequate number of Trainmen will be provided training so as to be qualified in the operation of such technology. All Trainmen occupying the GEB where RCO Technology is implemented must be RCO qualified. The appropriate yard Local Chairman and local Company Officer will cooperate to determine the appropriate number of RCO qualified employees needed, identify the employees to be qualified and arrange training to address the qualification issue as promptly as possible

2. Trainmen who have not been qualified in remote control technology voluntarily and intend on transferring to a location where remote technology is in service must provide a minimum of thirty (30) days advance notice to the appropriate Yard Local Chairman and the local Supervisor of their intent to transfer so that RCO training can be arranged to address the issue of qualifications. When employees voluntarily transfer and initial training is provided under this provision, the employee must remain at the location for a period of six (6) months, unless furloughed.
 3. Trainmen who have not previously been provided the opportunity to be RCO qualified and are forced to make a seniority move (due to being displaced by a senior employee) to a location where RCO technology is in place and there are employees junior in seniority working at that location, the “displaced Trainmen” must, (1) claim a conventional job, or, (2) the Company will create a position on the extra board for the employee to claim until RCO training is provided.
- B. Bulletins requiring applications for training as remote control operators will be issued to Trainmen working under the extra board jurisdiction at the location concerned. The training positions will be advertised on Friday and awarded at 1500 on Wednesday, unless agreed to by the parties on the basis of Trainman’s earliest seniority date on their respective seniority list. Trainmen must bid each bulletin.
- C. In the event there are insufficient applicants for RCO training, the junior yard service Trainmen at each location will be required to attend Remote Control Operator (**RCO**) training as designated by the Company.
- D. 1. Trainmen attending instructional classes will be compensated a basic day’s pay at the Yard Foreman rate of pay and eight (8) hours or less constitutes a days pay. All training in excess of eight (8) hours each day will be paid at the overtime rate. Should a training day fall on a holiday, the Company will pay the punitive rate, should it require the Trainman to report for training that day; otherwise the Trainman is entitled to eight (8) hours straight time pay for the annulment. On the days the Trainman operates the RCO equipment, he will be entitled to payment of the forty-six (46”) minute arbitrary. Sufficient training will be conducted to ensure all yard service Trainmen have been given an opportunity to attend RCO training prior to designating the extra board as RCO Qualified Only. Should there be a problem concerning qualifying Trainmen in RCO, the General Chairman and the HDO will meet to discuss and resolve the problem.
2. Should Trainmen be required to report for training at other than their home supply point, the Company will provide at no expense to the Trainmen, lodging, and a meal allowance. The meal allowance will be the rate provided in the 1972 UTU Fireman-Manning Training Agreement, as amended. On the initial and last day of training, the Company will pay personal auto expense or transport the employee to and from the training location.
- E. Qualified RCO Trainmen will not be permitted to vacate an RCO assignment when there are no other qualified RCO Trainmen available to protect the assignment unless the RCO assignment is abolished and the Trainman is unable to secure another RCO position.

- F. Vacancies on an RCO assignment will be filled from the GEB. In the event there are insufficient available qualified Trainmen on the GEB, the junior rested available qualified RCO Trainman at the location will be called.
- G. The Company may operate remote technology in the performance of non-traditional train operations, such as by the Car/Equipment/Locomotive Department personnel within the blue flagged confines of the car and equipment repair facilities, who have been trained in the operation of Remote Technology.
- H. The forty-six (46”) minute Special Allowance will be paid to all Trainmen working RCO assignments when, for various reasons such as locomotive failure, manpower shortage, etc., their assignment is converted from RCO to conventional operations.
- I. All Trainmen working RCO assignments will be allowed the Special forty-six (46”) Special Allowance, regardless of whether the assignment is converted, either prior to their on-duty time or during their tour of duty to “conventional”. The payment should be continued unless the position is abolished and re-advertised to operate conventional.
- J. Other provisions of the UTU 2002 National Agreement remain in effect unless otherwise modified in this Article.

Section 2 RCO Trainers

- A. 1. Designated Trainers of Remote Control Operators (DTRCO) may be used to assist and/or supplant Company Officers with the training of Remote Control Operators (RCO). The use of a DTRCO will be authorized through the appropriate supervisor. The function of the DTRCO will be to train, instruct, and monitor the progress of RCO trainees as directed by the appropriate supervisor.
- 2. A list of candidates for the DTRCO positions will be submitted by the UTU General Chairman. They will be selected based on the following criteria:
 - a. A DTRCO candidate should have at least three years experience as a conductor with one year in service on the territory (and in the specific yard) on which they will act as DTRCO.
 - b. The Company will make the final selection for the DTRCO positions based upon qualification, ability, and past performance.
- 3. Once designated, each DTRCO may receive training at a Company designated training facility. The appropriate supervisor will determine if any additional training is necessary for employees who are RCO qualified before the DTRCO begins instructing RCO trainees.
- 4. DTRCO(s) will be compensated at the yard foreman's rate of pay for each day worked which will be subject to overtime after eight hours as well as any subsequent general wage increases. This amount will be applied against any guarantee. Additionally, they will be allowed the conductor training allowance for each day they are engaged as a

trainer as well as a special allowance per tour of duty equal to 46 minutes at the yard foreman rate of pay.

5. DTRCO(s) will perform service on an infrequent basis as directed by the Company. While performing service as a DTRCO they will not be allowed to mark up in train service.
6. Any work performed by a DTRCO will not in any way be considered as establishing or conveying exclusivity to such work in the future.
7. DTRCO(s) will be entitled to reasonable travel expenses (meals/lodging) when required to be away from home or use their own vehicles for travel.

ARTICLE 24 RULES EXAMINATIONS

- A. Advance notice of at least one week will be given of the schedule of rules classes and examinations.
- B. Except as noted below, Trainmen required to attend instruction classes, rules classes, re-examinations on rules and regulations, or initial examination for promotion, which are scheduled that it is necessary for him to lose time from his assignment will be paid for all time lost on his assignment. Where no time is lost, or if the Trainman does not avail himself of the opportunity to attend such classes without the loss of time, he will be compensated at the basic pro-rata rate of the class of service in which employed for actual time spent in attendance with a minimum of four (4) hours.
- C. If the class is held during the hours of the Trainman's assigned tour of duty, no additional compensation will be allowed, however time consumed for this purpose after having been on duty eight hours will be compensated on the basis of actual time spent over eight hours with a minimum of one hour at the pro-rata rate in addition to the earnings of his assignment.

ARTICLE 25 SENIORITY

Section 1 General

- A. The right of Trainmen to perform service will be governed by seniority, qualifications being equal. The Trainman longest in the service will have preference.
- B. By February 1 of each year, the Company will keep the General Chairperson of the UTU supplied with lists of Trainmen and their seniority dates and rank numbers as Trainmen in conformity with their standing as recorded on the lists subject to the rules hereinafter provided for. The Company will maintain the current and future rosters electronically in their mainframe for dissemination to Trainmen to verify their standing.

Section 2 Approval of Application for Employment

- A. Applications for employment as Trainman will be disapproved in writing within sixty (60) days following the day the employee first becomes qualified. The sixty (60) calendar days “probationary period” would commence upon the date of the conductor’s promotion.
- B. Employee’s approved for employment with the Company will upon their first day of employment be subject to the conditions contained in the former Direct Hire Agreements referred to as Attachment A and Attachment B to this agreement.

Section 3 Establishment

The seniority date of newly hired employees will be determined by a lottery draw during their first day in class at the REDI Center, or other facility designated for training purposes.

Section 4 Direct Hire Agreement

New hire Trainmen, upon completion of the designated training program shall be subject to the provisions outlined in Attachment’s A & B (Direct Hire Agreement).

Section 5 Re-Entering Service

Trainmen reinstated retain their rank of seniority. Trainmen re-employed lose their former rank and enter the service as new employees.

Section 6 Changes to Seniority Districts

A&WP	A&WP District
C&O	Districts 1, 2, 3, 4 and 5
LN	Consolidated Alabama, Kentucky and Tennessee
SCL	Districts 1, 2 and 3

Section 7 Prior Rights Seniority

- A. Trainmen possessing prior rights on the road and former yard seniority rosters will continue to possess relative prior rights to positions advertised at their home terminal (sub-district).
- B. Prior rights employees will not be required to protect assignments or vacancies on former districts on which they do not hold prior rights.

Section 8 Seniority Roster

Effective with the date of this Agreement a Consolidated Southern Region Trainman’s seniority roster will be established and comprised of the trainmen/yardmen seniority rosters of the consolidated A&WP seniority roster; the five (5) C&O Consolidated Trainmen rosters (Districts 1, 2, 3, 4 and 5); the LN Consolidated Alabama, Kentucky and Tennessee and the three (3) SCL Consolidated Trainmen rosters (Districts 1, 2, and 3) as established by agreements dated July 1,

1967. Additional seniority will be given on the effective date of this agreement to all Trainmen as follows:

- A. A master roster for the consolidated district will be created by consolidating the names of Trainmen on the former districts by dovetailing their trainman/yardman seniority dates. This consolidated seniority shall govern their standings for all classes of service, except within their prior rights former districts. In the event two or more Trainmen have the same seniority date, their standing shall be determined by birth dates. Present seniority rosters shall be maintained until deleted through attrition.
- B. Trainmen holding seniority on each of the separate seniority districts on the effective date of the consolidation will establish priority rights to work on such former seniority districts, and shall be referred to as prior rights Trainmen.
- C. Trainmen who presently hold prior rights on seniority districts previously consolidated will continue to hold such rights.
- D. Prior rights seniority may be exercised on any position to which qualified within the prior rights former district. Consolidated seniority acquired under this agreement may be exercised on any position to which qualified in the consolidated district.
- E. Trainmen who establish seniority after the effective date of the consolidation will be added to the bottom of the consolidated district roster and will be referred to as common rights Trainmen.
- F. Trainmen furloughed at one extra board or supply point location will not be required to exercise seniority to another extra board or supply point as long as junior Trainmen are available to protect the service. When employees are forced to protect service as outlined herein, the Company will permit the employee to stay in Company provided lodging at no expense to the employee for a period not to exceed thirty (30) days. Employees forced will be required to protect service at the location until employees are hired and trained to protect the service requirements.
- G. The first consolidated seniority rosters issued as a result of and subsequent to the effective date of this agreement will be open as to any omissions or corrections for a period of ninety days (90) after date of issue. All requests for corrections or omissions of seniority standing must be addressed in writing to the General Chairman of jurisdiction.

Section 9 Forced Promotion to Locomotive Service

If the number of applicants for engine service on the seniority district is insufficient to meet the Company's needs, such needs shall be met by requiring Trainmen who established seniority subsequent to November 1, 1985 to transfer to engine service in inverse seniority order, or forfeit seniority as a Trainman. Existing practices regarding instruction and examination in effect prior to the implementation of this agreement will continue. Trainmen failing to pass the requirements for promotion to engineer will result in automatic termination of all seniority and rights to work under this Agreement.

ARTICLE 26 TIME OFF FOR UNION BUSINESS

A. CSXT will allow General Committee Officers, Local Chairmen and Vice Local Chairmen to mark off under union business (UBU) to perform elected duties such as: representing members in investigations, holding claims conferences, or attending Labor/Management meetings, etc. Presidents, Secretary-Treasurers, and Legislative Representatives officers will be permitted to mark off under union business (UBU) to attend monthly meetings as needs of service permit. If a dispute arises under this note, it will be resolved by the General Chairman of jurisdiction and CSXT Highest Designated Officer.

Q-1 Does the time spent by a Union Officer when marked off Union Business cause the Union officer to be considered unavailable for any purpose?

A-1: No.

B. In January of each year, the Union shall provide the Company with the names of the Local Chairpersons who should be granted time off without pay to conduct Union business. Local Union officers will be allowed time off consistent with the needs of service.

C. The General Chairman will be responsible to notify CMC in writing by 1200 on the prior Monday as to the nature and necessity of any Union Business mark offs (UBU) on Friday, Saturday, Sunday or Monday by Union Officials referenced in paragraph A. When so notified, such Union Officials will suffer no loss as to any benefits or be imposed any penalty under any Article of this Agreement, except as provided by Article 37, G.2. Note 1.

ARTICLE 27 UNION SHOP AGREEMENT

A. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company in all crafts represented by the United Transportation Union, now or hereafter subject to the rules and working conditions agreements between the parties hereto shall, as a condition of their continued employment subject to such agreements, become members of the United Transportation Union, party to this agreement representing their craft or class (or any other labor organization, national in scope, and organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in engine, train, yard or hostling service) within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this rule, and thereafter shall maintain membership in the Union.

B. 1. Every employee covered by the provisions of this rule shall be considered by the Company to have met the requirements of this rule, or as having been denied Membership in the Union, unless the Company is advised to the contrary in writing by the Union.

2. Nothing in this rule shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.
- C. Employees promoted to official or other positions who retain and/or accumulate seniority under the provisions of the Schedule Agreements will not have such seniority terminated by reason of any of the provisions of this rule. Employees promoted to official or other positions, after the effective date of this Agreement, must continue to pay union dues in order to continue to accumulate seniority. Failing to pay union dues, their seniority will be frozen as of the last date union dues were paid. If such employees shall have terminated membership during the occupancy of official or other positions, they shall within thirty (30) calendar days following date of their return to service represented by this Union, come under the provisions of Paragraph A of this rule.
- D. Employees furloughed through reduction of force, or absent due to sickness or disability, or leave of absence, who retain and/or accumulate seniority under the provisions of the rules and working conditions agreements between the parties hereto will not have such seniority terminated by reason of any of the provisions of this rule, but shall within thirty (30) calendar days following date of their resumption of employment, come under Paragraph A of this rule.
- E. The seniority status and rights of employees furloughed to serve in the armed forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service personnel shall not be terminated by reason of any of the provisions of this rule, but such employees shall, within thirty (30) calendar days following resumption of employment, come under Paragraph A of this rule.
- F. An employee, retired on disability annuity under the Railroad Retirement Act, and who retains seniority, shall not have his seniority status and rights terminated by reason of non-compliance with the provisions of this rule. If such an employee returns to active service, he shall, within thirty (30) calendar days following date of his return, come under Paragraph A of this rule.
- G. Notice of non-compliance with the provisions of Paragraph A of this rule by an individual employee shall be given by certified mail by the General Chairman (or designated representative) of the Union to the designated officer of the Company no earlier than the expiration of the sixty (60) calendar day period from the date of employment in a craft or class of service covered by Paragraph A of this rule, or the expiration of the thirty (30) calendar day period from the date of resumption of employment as contemplated by Paragraphs C, D, E and F.
- H. 1. Termination of an employee's seniority rights and employment relationship with the Company due to alleged non-compliance with the provisions of this rule shall not be made without notice. The Union will notify the designated officer of the Company by certified mail of any employee who it is alleged has failed to comply with the provisions of this rule. Upon receipt of such notice, the designated officer of the Company will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified mail, or personal delivery, delivery to be evidenced by a receipt. An

employee so notified who disputes the fact that he has failed to comply with the terms of this rule, shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the designated officer of the Company in writing by certified mail, or personal delivery, delivery to be evidenced by a receipt, to accord him a hearing. Upon receipt of such request, the designated officer of the Company shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Union by certified mail, or personal delivery, delivery to be evidenced by a receipt. The receipt by the designated officer of the Company of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of such designated officer is rendered.

2. The designated officer of the Company shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the provisions of this rule, and shall render a decision within ten (10) calendar days from the date the hearing is closed, and employee and the Union shall be promptly advised thereof in writing by certified mail, or personal delivery, delivery to be evidenced by a receipt. A transcript of the record at such hearing shall be made, and a copy thereof shall be furnished, upon request, to the General Chairman.
 3. In the event the employee concerned does not request a hearing as provided herein, the designated officer of the Company shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the Union, unless the Company and Union agree otherwise in writing.
 4. Discipline rules contained in existing rules and working conditions agreements between the Company and Union will not apply to cases arising under this rule.
- I. Nothing in this rule shall require an employee to become or remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to render the periodic dues, initiation fees, and assessments (not including fines and penalties), uniformly required as a condition of acquiring or retaining membership. For purposes of this rule, dues, fees and assessments shall be deemed to be “uniformly required” if they are required of all employees in the same status at the same time.
- J. 1. If an employee’s seniority and employment under the Rules and Working Conditions Agreement is terminated by the Company under the provisions of this rule, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Union shall indemnify and save harmless the Company against any and all liability arising as a result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Paragraph shall not apply to any case in which the Company involved is the plaintiff of the moving party in the action in which the aforesaid determination is made or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending

suits by employees whose seniority and employment are terminated by the Company under the provisions of this rule.

2. An employee whose seniority and employment is terminated because of alleged non-compliance with the provisions of this rule and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service with seniority rights unimpaired.
- K. 1. In the event the decision reached by the designated officer of the Company on the basis of the hearing held in accordance with the provisions of Paragraph H hereof is not satisfactory to the employee or to the Union, it may be appealed in writing by certified mail, return receipt requested, to the highest officer of the Company designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The highest officer of the Company designated to handle appeals under this Agreement shall promptly notify the other party in writing of any such appeal by certified mail, return receipt requested. The decision on such appeal shall be rendered within ten (10) calendar days of the date the notice was received, and the employee and the Union shall be promptly advised thereof in writing by certified mail, return receipt requested.
2. If the decision on such appeal is that the employee has not complied with the terms of this rule, his seniority and employment under the rules and working conditions agreements shall be terminated within ten (10) calendar days of the date of said decision unless selection of a neutral person is requested as provided below, or unless the Company and the Union agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision, the Union or the employee involved request the selection of a neutral person to decide the dispute as provided in Section K (3) below. Any request for the selection of a neutral person as provided in Paragraph K (3) below, shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.
 3. If, within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this Agreement, the Union or the employee involved requests such officer in writing by certified mail, return receipt requested, that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide on the dispute shall be selected by the highest officer of the Company designated to handle appeals under this Agreement, the chief executive of the Union or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral person. The Company, the Union and the employee involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employee and the Union shall be promptly advised thereof in writing by certified mail, return receipt requested. If the position of the employee is sustained,

the fees, salary and expenses of the neutral person shall be borne equally by the Company and the Union; if the employee's position is not sustained, such fees, salary and expenses shall be borne equally by the Company, the union and the employee.

4. The General Chairman of the Organization shall notify the Company in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Company shall notify the General Chairman of the Organization in writing of the title(s) and the address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.
5. In computing the time period specified in this rule, the date upon which a notice is received or decision rendered shall not be counted.
6. The time periods specified in this Paragraph K, may be extended in individual cases by written agreement between the Company and the Union.
7. In the event any part of this agreement is determined illegal or unconstitutional, it will not serve to invalidate the remaining parts.

NOTE Any employee in service on the date of this rule, or any new employee, who is not a member of the Union as provided in Paragraph A above and who will make affidavit he was a member of a bona fide and recognized religious group on the date of this rule having scruples against joining a Union, will, if he would otherwise be required to join the United Transportation Union under this rule, be deemed to have met the requirements of this rule if he agrees to and does pay initiation fees, periodic dues, and assessments to the United Transportation Union.

ARTICLE 28 UTILITY ASSIGNMENTS

* Existing Utility Agreements will not be affected by the following provisions:

- A. The Company may establish either Road or Yard utility positions, and the employees assigned thereto will work with and assist Road and/or Yard crews in the performance of their duties. The application of this provision will not amend existing yard/road lines of demarcation. Former bleeder positions will be governed by the provisions of this article. Additionally, where not in conflict with the exclusive rights of other crafts, Utility Positions may perform the following incidental functions:
 1. Provide flagging protection at railroad and highway crossings;
 2. Assist in the transportation of crews whose time has expired under the Hours-of- Service Law and transport crews at terminals;
 3. Handle switches during signal suspensions and similar issues;
 4. Provide flagging protection within a work authority against live train movement.
- B. In addition to the provisions of paragraph A. hereto, Utility assignments may assist any road or yard crew in the performance of switching, hump operations, bleeding cars, lining

switches, making doubles, passing signals, handling EOT devices and any other duties performed by train service employees. This will not establish any exclusivity to such work where not currently recognized.

- C. 1. Employees occupying utility assignments may be required to operate a Company provided motor vehicle to travel between work sites in the performance of their duties, within the limits of their utility assignment.
 - 2. Employees must have a valid driver's License to hold a utility position. Employees will not be required to operate motor vehicles that do not meet the standards established by Law or Statutes defining a safe vehicle.
- D. Yard utility assignments will be governed by the provisions of Article 52 and Article 56 of this Agreement and such positions will be treated independently of Yard assignments.
- E. 1. Yard utility assignments may be used to supplant or substitute for an absent crew member(s) until the replacement employee reports for duty up to a maximum of two (2) hours.
 - 2. In the event no employee is available (including those who may be available at the punitive rate) or if two (2) hours or more remain in a shift and the utility employee is required to complete the shift he will be paid an additional days pay with no deduction there from.
- F. Yard Utility Assignments will plan their lunch period so as not to delay the progression of their work and will be paid twenty minutes (20 minutes pro rata) at straight time rate in addition to all other earnings if the utility assignment is not given a lunch period as provided by the Schedule Agreement.
- G. When authorized and willing to use his personal automobile, a Utility Employee will be entitled to the actual miles driven at the standard driving allowance allowed by the IRS. Employees authorized to use their personal automobile will be covered by the provisions of Article 4, Section 2 – Off Track Vehicle Accident Benefits.

ARTICLE 29 VACATION AGREEMENT (SUMMARY)

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

Section 1 Qualifications/Vacation Entitlement

A. 1.

Weeks	Yrs. Service	Yard Service	Road Service	Accum. Days**
1 week		150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	240
2 weeks	2+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	480
3 weeks	8+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	1280
4 weeks	17+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	2720
5 weeks	25+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	4000
6 weeks	30+ years	150 days x 1.6 = 240 days	184 days x 1.3 = 240 days	5000

* The number of days worked in the year preceding the year of vacation.

**The number of days of qualifying service days accumulated from date of hire.

- 2. a. Calendar days on which a Trainman assigned to an extra board and/or an unassigned pool is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which a Trainman is absent from and unable to perform service because of injury received on duty will be included.
- b. The ninety (90) and forty-five (45) calendar days referred to in this Section 1 shall not be subject to the 1.3 and 1.6 computations indicated above.
- 3. When a Trainman is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year, including accumulation of days.

B. Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of a Trainman on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the Trainman’s seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

C. In instances where Trainmen who have become members of the Armed Forces of the United States return to the service of the employing CSXT in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such Trainmen in the Armed Forces will be counted for vacation qualification purposes.

Section 2 Pay/Compensation

A. 1. Trainmen qualified under Section 1 hereof shall be paid for their vacations as follows:

A Trainman receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned to include the bonus payments in Article 2 - Signing Bonus and Article 6 - Performance Bonus Program by such Trainman under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on CSXT on which the Trainman qualified under Section 1 (or Company's in case the Trainman qualified on more than one CSXT under Section 1(C) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six minimum basic days' pay at the rate of the last service rendered, except as provided in paragraph B below.

2. For each week converted to "daily vacation," the Trainman will be permitted to take seven days of vacation one day at a time and paid for each day on the basis of 1/7th of his weekly vacation pay. For purposes of this rule, the term "weekly vacation pay" will be on the basis of 1/52nd of the previous year's earnings, in accordance with this Article.

B. The following shall apply insofar as yard and road are concerned:

Yard Service

A Trainman receiving a vacation, or pay in lieu thereof shall be paid for each week of such vacation 1/52 of the compensation earned, including bonus payments as provided in Article 5, Performance Bonus Program, by such Trainman during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five minimum basic days' pay at the rate of the last service rendered.

Yard or Combination of Yard and Road Service

A Trainman having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned, including bonus payments as provided in Article 5, Performance Bonus Program, by such Trainman during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such Trainman is working in road service such pay for each week of vacation shall be not less than six minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such Trainman is working in yard service such pay for each week of vacation shall not be less than five minimum basic days' pay at the rate of the last yard service rendered.

Section 3

Vacations, or allowances therefore, under two or more schedules held by different organizations on CSXT shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4

Time off on account of vacation will not be considered as time off account Trainman's own accord under any guarantee rules and will not be considered as breaking such guarantees or for any other incentive or award programs made under this or any other Agreement.

Section 5

- A. Calendar days on which a Trainman is compensated while attending training and rules classes or other business at the direction of CSXT such as rules/safety classes, or other Safety work or meetings, IRC and Timeout Sessions, etc., will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors. The multiplying factor will apply to full time (5 or more days/week) assignments.
- B.
 - 1. In the granting of vacations to employees who have transferred (without a break in employment relationship) to train service from a class of service not covered by an agreement held by an organization signatory to the 1949 OPS Vacation Agreement, all service will be counted in establishing the qualifying requirements of such Agreement as to the years of continuous service, the days service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the OPS Vacation Agreement.
 - 2. Transferring employees will carry forward their vacation entitlement and will be credited with the minimum number of basic days required to earn vacation under the provisions of the 1949 OPS Vacation Agreement for each year in which the employee qualified for vacation in years preceding the transfer.
 - 3. The provisions of this Section 5 will apply to employees transferring from non-operating crafts directly to train service and those that transfer to train service prior to entering engine service.
- C. **SCHEDULING VACATION**
 - 1. Trainmen who desire to observe a portion of their vacation entitlement by scheduling it as daily vacation must identify such when entering their vacation bids. Trainmen will be allowed to schedule either one or two weeks as daily vacation.
 - 2. The Company will issue a Notice each year that beginning on September 1 through October 31 Trainmen will bid on their weekly vacation requests.
 - 3. The Company will meet with the respective Local Chairpersons beginning on November 1 through November 30 of each year to determine the number of Trainmen that will be allowed on vacation per week as outlined in Item 1 below. The Company will compensate Local Chairpersons at the rate of \$250.00 per day, up to a maximum of two (2) days including reasonable travel expenses, if they are required to travel to attend these meetings.

4. The Local Chairpersons will schedule vacations beginning on December 1 of each year. The scheduling will be completed by December 20. The Company will publish electronically the respective vacation schedules by January 1 of each year.
5. Trainmen will be scheduled to take vacation in the zone in which the Trainmen works the preponderance of the time for the current year. It will be the responsibility of the Local Chairperson to determine if the Trainman is scheduled to take vacation in the proper zone. The Company will make available to the Local Chairperson information needed to make this determination.

WEEKLY VACATION

1. Trainmen's weekly vacations will be scheduled throughout the calendar year beginning with the first full week in January for the given year.
2. In assigning weekly vacation periods to Trainmen in any one class, the total number of weeks of weekly vacation due Trainmen in that class will be divided by fifty-two (52); the resulting number shall, except as provided below, be the number of Trainmen scheduled to be on vacation during each week of the year, consistent with the requirements of service. During certain peak periods, the number of weeks allocated to vacation will be increased by twenty-five percent (25%). These peak periods are limited to the week in which Christmas falls, the week in which Thanksgiving falls and the 6 weeks beginning on the third week in June.

Note 1: The 6 weeks beginning the third week of June may be changed by mutual consent between the Company and the General Chairman or Local Chairperson.

Note 2: Weekly vacations will commence at 0001 Saturday and will end at 2359 on Friday.

Note3: Split vacations must be requested in writing in accordance with the provisions of Section 6 of the Vacation Agreement of April 29, 1949, and seniority preference will govern the assignment of both periods, the same as though the vacation was not split, except that a senior Trainman's choice for the second period shall not take precedence over the date chosen by a junior Trainman for his first period.

DAILY VACATION

1. Daily vacation requests will be removed from the weekly entitlement for scheduling purposes. The Company will determine the number of daily vacation limits at each location, by extra board jurisdiction, road and yard to be determined separately. In determining the limits per day, Monday through Sunday, for daily vacation, the Company will multiply the number of daily vacation weeks scheduled by seven and then divide that number by 365 and schedule those evenly throughout the year. The limits per day will not be less than one, Monday through Sunday. In the event the limits cannot be equally distributed throughout the entire week, they will be distributed in the following manner: