

## II. ROAD SERVICE

### ARTICLE 30 AWAY FROM HOME EXPENSES

#### Section 1 Meal Allowance

- A. Upon the implementation date of this agreement, when CSXT ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$12.00, and an additional \$6.00 meal allowance will be provided after being held an additional eight (8) hours.

Upon implementation of the Electronic Bid System for the Southern Region UTU as provided for in Article 11 of this Agreement, when CSXT ties up a road service Trainman (except short turnaround passenger service) at other than the designated home terminal for four (4) hours or more, the Trainman will receive a meal allowance of twenty dollars (\$20.00) and an additional meal allowance in the amount of ten dollars (\$10.00) when held after an additional twenty (20) hours. Subsequent thereto, an additional ten dollars (\$10.00) will be paid when held after each additional eight (8) hour period at the away from home terminal.

Example of what the Trainmen will receive:

4 hours up to 24 hours	\$20
After 24 hours	\$30
After 32 hours	\$40
After 40 hours	\$50

- B. Extra Trainmen filling temporary vacancies at outlying points are covered under this Article, if the outlying point is thirty (30) miles or more from the terminal limits of the location where the extra board from which called is maintained.
- C. Extra Trainmen tied up at outlying points thirty (30) miles or more from the terminal limits of the location where the extra board that protects such assignment is maintained, may elect to receive a daily round trip automobile allowance at the prevailing IRS rate to and from his home in lieu of lodging with the concurrence of local supervision. In the event 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, the provisions of Article 8, Section 2, will also apply.

#### Section 2 Held Away From Home Terminal

- A. Trainmen in pool freight and unassigned service, whose job is not advertised with a calling window or an assigned start time at the away from home terminal and who are held at other than the home terminal, shall be paid continuous time for all time held after the expiration of fifteen (15) hours from the time relieved from previous duty. The rate

per hour paid for the last service performed will apply. Payments accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading. This paragraph will also apply to Trainmen in assigned service without a calling window at the away from home terminal (operated first in, first out).

- B. Should a Trainman be called for service or ordered to deadhead after pay begins, the held-away-from-home terminal time shall cease at the time pay begins for such service trip.
- C. For the purpose of applying this rule, the Company will designate the home terminal for each crew in pool freight and in unassigned service.
- D. This provision shall not apply to regular assignments.

## **ARTICLE 31 BASIC DAY AND OVERTIME IN ROAD SERVICE**

### **Section 1 Trips Rates - Road**

- A. Where trip rates have been applied in accordance with the provisions of Article V of the UTU 2002 National Agreement, such implemented trip rates supersede the provisions of this Article.

### **Section 2 Basic Day**

- A. In all cases of through freight service 130 miles or less, eight (8) hours or less shall constitute a day's work. The overtime divisor for miles in excess of the basic day will be 16.25. Mileage rates will be paid only for miles run in excess of the minimum number specified in this paragraph.
- B. 1. In other than road through freight service, 100 miles or less, eight (8) hours or less (straightaway or turnaround) shall constitute a day's work; miles in excess of 100 shall be paid for at the mileage rate provided in the rate schedule. On runs of 100 miles or less, overtime shall begin at the expiration of eight (8) hours; on runs over 100 miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half (12.5). Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate.
- 2. The number of hours that must lapse before overtime begins on a trip in through freight service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor.
- 3. Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate. In through freight service, overtime will not be paid prior to the completion of eight (8) hours of service.

### **Section 3      General**

- A. A straightaway run is from one terminal to another terminal, and no less than the miles encompassed in the basic day will be allowed for each such run.
- B. Trainmen relieved at their own request during a tour of duty will be paid for actual time on duty.
- C. Unless otherwise provided for in this Agreement, the rates of pay as referenced in Article 5, Section 3 A. represent complete and total payment for the performance of the following work performed by employees covered by this agreement in the classes of service defined in connection with their assignment. This includes move turn and/or spot locomotives, start or shut down locomotives, inspect cars, bleed cars to be handled, make walking and rear end brake tests, use communication devices, supply locomotives except heavy equipment and supplies generally placed on locomotives by employees of other crafts and perform duties of fireman.
- D. Rates outlined herein will apply to all time on duty, unless otherwise specified in the Agreement.
- E. **Lapback**
  - 1. When either a pool crew or a crew in regularly assigned service is required to make an emergency side or lap back trip between their terminals and within their assigned territory, miles made will be added to the mileage of the regular trip and paid for on a continuous time basis. Side trips under the meaning of this provision include locomotive failures, doubling hills, trips occasioned by derailment or main line obstruction, etc.
  - 2. Even when no emergency is involved, a pool crew may be notified at any time prior to the time that they leave their initial terminal (i.e., switching limits if it is a yard crew point) to make a side trip, and this will not be considered as being run off their assigned territory. When a pool crew is so notified they will be entitled to the mileage of the side trip regardless of whether or not they actually make the side trip involved.
  - 3. When a crew is required to make a non-emergency side trip or lap back (e.g., to pick up or set off cars or when required to take excess cars to or from a siding where their train will not fit, etc.), or run outside the limits of their assignment, they will be allowed actual miles or hours of the side or lap back trip with a minimum of a basic day's pay, separate and apart from the time or miles of their regular trip.

### **ARTICLE 32      BEGINNING AND ENDING OF DAY**

#### **General**

- A. Trainmen will have a designated point for going on duty and a designated point for going off duty; the points shall be the same, unless otherwise agreed. Pay for crews will start at

the time required to report for duty and end when they are relieved from duty, all times will be the same for all members of the crew.

- B. When a Trainman is released at other than the designated point for going on and off duty beyond a reasonable walking distance (1000 feet), the Trainman shall be afforded suitable transportation to the designated point and shall be compensated on a continuous time basis until the designated point for going on and off duty is reached.

### **Tied Up Between Terminals**

- C. 1. Employees in train service will not be tied up between terminals unless it is apparent the trip cannot be completed within the lawful time under Federal Law.
- 2. When employees in train service are tied up between terminals under the Law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to any member of the road crew.

## **ARTICLE 33 CALLING**

- A. Trainmen without a designated starting time shall be called as close as possible to two (2) hours prior to the time required to report for duty at the home terminal, except in cases of emergency, such as floods, accidents, storms, etc., where Trainmen shall be required to report as soon as possible. Trainmen at the away from home terminal will be provided not less than a two (2) hour call prior to the time required to report for duty. This does not prohibit the Company from notifying employees prior to their registering off duty, to report for duty at the expiration of their rest. The Company will be held harmless from claims in the application of this paragraph A. for calls at both the hour call stand for home and away from home terminals.
- B. Trainmen must designate a primary and a secondary telephone number, if available, at which they can be reached for the purpose of being called.
- C. A forty-eight (48) or seventy-two (72) hour RSIA mandated time off period will begin immediately upon the Trainman's tie-up at the home terminal following the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day start, as the case may be. The Trainman and his turn will remain in the Pool/GEB rotation while observing this time off until such time as the turn reaches first out in the Pool/GEB. Upon reaching first out, the Trainman and his turn will "pause" until completion of the forty-eight (48) or seventy-two (72) hour requisite time off period. The Trainman may be called to be on duty at the expiration of the forty eight (48<sup>th</sup>) or seventy second (72<sup>nd</sup>) hour. The first rested turn in the Pool/GEB will be presented for call at that time, as occurs today when the first out turn is "paused" for HOS rest.

## **Section 1      Called and Released**

Pool Service, Road / Yard Extra Boards

- A. When a Trainman is called, reports for duty and performs no service, and is then released he shall be allowed a minimum of four (4) hours or actual time consumed, whichever is greater and will be placed first out and will not be called until fully rested.
- B. Trainmen called for service and the call is canceled before departing his home or the lodging facility will be allowed ninety (90) minutes pay at the applicable rate of pay and remain first out.

## **Section 2      Familiarization of Territory**

- A. When Trainmen are required to run over any portion of the road with which they or any other member of the crew are unacquainted, a pilot will be furnished or the Trainmen may be placed in Conductor Qualifying Status.
- B. Qualified employees from other crafts may also be used to pilot trains. In no case will more than one pilot from any craft be used to pilot a train.
- C. Trainmen acting as pilots will be paid the same as the Trainmen protecting the assignment.

## **ARTICLE 34      CALLING WINDOWS**

Windows may be established consistent with the Company's customer service requirements and may consist of the following variations:

### **Section 1      Designated Train Window**

- A. When regular assignments are established designated train(s) will be operated within that window. Windows will apply at both the home and away from home terminals, and;
  - 1. Trainmen will have the opportunity to bid for a train that will operate within the assigned window.
  - 2. Trainmen will be called in accordance with Article 33, Calling, Road Service Section.
  - 3. There will be a six (6) hour calling window and the assigned Trainman will be used if his designated train runs within his window.
  - 4. If the train is not run within the six (6) hour window, the Trainman may be used on any unassigned train operating within or outside the window. The Trainman may also be used on another assigned train in the event the regularly assigned Trainman is unavailable and the appropriate extra boards are exhausted.

5. Upon expiration of the six (6) hour window, if not used the employee will be paid on a minute basis at the pro rata rate of pay, continuously separate and apart from all other compensation, until:
  - a. Deadheaded to the away from home terminal to protect their assignment.
  - b. Released from service and paid for the trip.

## **Section 2 Preferred Pool Window**

- A. When preferred pool windows are established, multiple trains will operate within that window in the following manner:
  1. Trainmen will have the opportunity to bid for a window that will apply at his home terminal and may apply at the away from home terminal. In the event a window is not established at the away from home terminal the Trainman may only be used first in first out in through freight service that is destined for the home terminal.
  2. Trainmen will be provided a call in accordance with Article 33 - Calling.
  3. There will be a six (6) hour calling window and the assigned Trainman will be used first in first out within the window.
  4. If the Trainman is not used within his six (6) hour window, he may be used on any unassigned train operating within or outside the window. The Trainman may also be used on another through freight train destined for the same away from home terminal in the event the appropriate extra boards are exhausted.
  5. Upon expiration of the six (6) hour window if not used, the employee will be paid on a minute basis at the pro rata rate of pay, continuously separate and apart from all other compensation, until:
    - a. Deadheaded to the away from home terminal to protect their assignment.
    - b. Released from service and paid for the trip.

## **Section 1 and Section 2 - Questions and Answers**

- Q1. How long does the Trainman have to remain available after the end of his window?
  - A1. Four (4) hours. Example: If the Trainman's window expires at 1600, he will be subject to a call until 2000 for a 2200 start. In this example, if this occurs at the away from home terminal the employee will be called to deadheaded or called to work to the home terminal by 2200.
- Q2. Will Trainmen be required to protect the window at their home terminal if the provisions of paragraph A.5.b. are invoked?
  - A2. Yes, however he will only be used on service that goes on and off duty at his home terminal and only after the vacancy fill procedures have been exhausted.

- Q3. When a trainman at the home terminal is not called after the expiration of 4 hours following the close of the window how will he be handled and compensated?
- A3. He will not stand for call and will be due 4 hours at pro rata rate plus payment for the first leg of the trip or round trip, depending on the manner the assignment is advertised.
- Q4. In the application of Section 1 herein, when a trainman at the away from home terminal is not called after the expiration of 4 hours following the close of the window how will he be handled and compensated?
- A4. He will go under pay at the close of the window per paragraph A.5. and will remain under pay until placed on duty to operate a train or to deadhead.
- Q5. How will an assigned crew called and not used be handled?
- A5. Crew will be paid any earned time under paragraph A.5. and will either be deadheaded, paid for the first leg of the trip, round trip or annulled, depending on the operations.

### **ARTICLE 35     DETOURS**

- A. When trains of foreign lines are detoured a Pilot will be furnished when available until qualified; if available and not used, a minimum day at rate applicable to the detoured service will be allowed.
- B. When a train is detoured over trackage of another seniority district and the Conductor thereof has not operated over the territory involved within the preceding twelve (12) months a pilot, if available will be provided in accordance with Article 33, Section 4.
- C. When a crew, by reason of detour movement, makes less mileage than that of their assignment, they will be paid the mileage of their assignment and when the mileage via the detour is greater than that of their assignment, they will be paid the mileage via the detour; overtime to be based, in each instance, on the mileage paid.

### **ARTICLE 36     DOUBLING /ASSISTING TRAINS**

- A. Instances of Trainmen in road service required to double a hill and/or to assist another train as outlined in this article will be paid a minimum of two (2) hours, in addition to the trip between terminals and with no deductions there from, overtime to be computed on the basis of the mileage of the trip exclusive of the double or the assist.
- B. The rate to be paid for time spent doubling a hill or assisting another train will be the same rate as that paid for the regular trip.
- C. Paragraphs A and B of this Article apply to Trainmen in other than helper service when required to assist another train operating in the same direction.
- D. Trainmen in other than helper service required to assist a train operating in the opposite direction will be allowed an additional day's pay above and beyond all other earnings.

Note: The term, “assist another train” is confined to the helping, doubling, shoving or pulling of another train over a hill, but includes any reason and all cases that make it necessary for a Trainman to stop his train and provide assistance in the movement of another train. The Trainmen must be coupled to the “other train” to qualify for this provision.

**Questions and Answers:**

- Q-1: Does this Article intend that Trainmen will be required to assist another train in territory where Helper Service is established and working?
- A-1: No, Trainmen required to perform an assist in either direction in territory where Helper Service is established and working, will receive a Basic Day penalty payment above and beyond all earnings of the assignment with no deduction there from.
- Q-2: Can Trainmen called for straight away service be taken off of their train, transported and placed on other trains and used to relieve, move or assist such trains without penalty?
- A-2: It is not intended for Trainmen called for straight away service after leaving the terminal with their train to perform relief service or to handle other trains while enroute. However, if so used they will be allowed a payment of an additional days pay in addition to the earnings of their assignment and with no deduction there from.

**ARTICLE 37 GUARANTEED EXTRA BOARD (ROAD GEB)**

**Section 1 General**

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

Note 1: Extra Boards with six (6) work days and one (1) assigned off day will have the off day distributed in the following manner:

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

2. If the Trainman is currently working or away from the home terminal at the time the scheduled rest days are to begin, the rest days will begin at the Trainman's tie-up time at his home terminal and run for twenty-four (24) consecutive hours, with the Trainman automatically marked back to the bottom of the board at the expiration of that time.
3. In the application of paragraphs A.1. and A.2. herein it is understood that Trainmen may be required to observe additional days rest in order to comply with the Rail Safety Improvement Act. Employees observing additional rest days outlined herein will not be considered unavailable pursuant to the provisions of paragraph G. 2. of this Article.

- B. For the purposes of prorating guarantees, (in cases such as a return from bona fide illness, or in the event an assigned work train does not fulfill the conditions of it's advertisement) Trainmen placed to the GEB part way through the weekly period for guarantee purposes only, will be shown on the GEB at 0001 hours.
- C. GEB's will operate on a first-in, first-out basis, based on tie-up time. Where more than one Trainman is marked back up to the Board at the same time, their previous tie up time will govern relative order.
- D. Unless otherwise provided for herein, Trainmen assigned to GEB's will fill vacancies and extra assignments at the location of the Board and at outlying points within their Sub – District, as necessary. In the event the GEB from which the assignment would normally be filled is exhausted, the assignment will be filled by:
  - 1. Furlough Retention Board; if none,
  - 2. Run the rosters at the supply point, junior to senior, if none,
  - 3. The first-out qualified rested Trainman on the nearest Extra Board(s) within the Seniority District via highway miles, including yard extra boards.

Note: Trainman called to fulfill the provisions of Sub-paragraph 3. hereof will only be used on a tour of duty basis and these earnings will not be used against their guarantee.

- E. A forty-eight (48) or seventy-two (72) hour RSIA mandated time off period will begin immediately upon the Trainman's tie-up at the home terminal following the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day start, as the case may be. The Trainman and his turn will remain in the GEB rotation while observing this time off until such time as the turn reaches first out in the GEB. Upon reaching first out, the Trainman and his turn will "pause" until completion of the forty-eight (48) or seventy-two (72) hour requisite time off period. The first rested turn in the GEB will be presented for call at that time, as occurs today when the first out turn is "paused" for HOS rest.
- F.
  - 1. The number of Trainmen assigned to GEB's will be regulated in accordance with Article 11 (EBS) herein by the Company. The Company shall maintain a sufficient number of extra employees to protect customer service obligations and vacations, personal leave days or other extended vacancies.
  - 2. The Company will retain a sufficient number of employees in active service to protect all assignments and extra service, and will also maintain the workforce at a level which will permit reasonable layoffs to enable employees to take their vacations and their personal leave days on a current basis, provide sufficient personnel to protect vacancies caused by bereavement leave, jury duty, personal injury and approved absences as provided for in this Agreement.
- G.
  - 1. Guarantee extra boards will be weekly rated and each Trainman assigned to a GEB shall be eligible for the current applicable guarantee rate for the extra board, if applicable. Locations that have a bi-weekly rated rate will have such rate divided by two to determine the weekly rate. All compensation paid by the Company to Trainmen while assigned to a GEB in a weekly period will be credited toward the guarantee, excluding personal automobile mileage

allowances, company approved expenses and payments that involve an alleged violation of this Agreement, such as runarounds, etc.

Note 1: The rate established for extra boards under this Agreement shall be subject to general wage increases.

Note 2: Extra Boards that are not currently guaranteed will remain in that status unless otherwise agreed to between the General Chairman and the HDO. Additional non guaranteed extra boards may be established by mutual agreement.

2. Trainmen on other than an assigned scheduled rest day or compensated days such as PLD or daily vacation and who miss a call, or are unavailable to protect their turn when it is called will forfeit the weekly guarantee for that week.

Note 1: Local Union Officers marked off on Union Business, who fail to perform any service during the weekly period, will forfeit all guarantees for that weekly period. Local Chairmen and union officers (where appropriate) marking off on Union Business will otherwise only be charged 1/6<sup>th</sup> of the full weekly guarantee for each twenty-four (24) hour period (if their turn would have been called). Subject to the provisions of Article 26, C, Local Union Officers marked off on Union Business on Friday, Saturday, Sunday or Monday will forfeit one half (1/2) of their guarantee for each day absent. Unusual circumstances will be addressed between the General Chairman and the HDO, or their designees.

Note 2: Trainmen marked off for military duty, will only be charged 1/6<sup>th</sup> of the full bi-weekly rate for each twenty-four (24) hour period. A Trainman will not be penalized the one-half (1/2) offset against extra board guarantee when performing military service on the weekend (Friday, Saturday, Sunday or Monday). Proper documentation will be required when requested. A pro-rata offset of 1/6<sup>th</sup> will be assessed. Trainmen on extended military leave such as deployment or those re-called to full time military service will be handled in accordance with CSXT military leave policy.

Note 3: Trainmen observing a period of extended (48-hour or 72-hour) rest in order to comply with the Rail Safety Improvement Act (RSIA) will not as a result thereof have their guarantee reduced. However, in any bi-weekly pay period, all earnings that could be credited toward the guarantee (as identified in Item 1 of this Part G) that are in excess of the applicable guarantee during either week of the pay period, may be considered and applied in the calculation of that Trainman's guarantee during the other week of the same bi-weekly pay period.

Example: Employee earns \$1,300.00 in the first week of a bi-weekly pay period and \$1,000.00 in the second week of the same bi-weekly pay period. The weekly guarantee is \$1,200.00. Thus, for calculation purposes only, the \$100.00 in excess of the guarantee that was earned in the first week will be added to the earnings in the second week, resulting in the guarantee due for the second

week being reduced to \$100.00. The same earnings offset would be applied if the weekly earnings had been reversed (i.e., the \$100.00 offset would be rolled back to the first week's guarantee calculation.)

This earnings offset provision is for guarantee calculation purposes only, and applies only when an extra board employee observes an FRA mandated extended rest period. Application of the earnings offset is limited to each individual bi-weekly payroll period, and shall not be carried over to a subsequent payroll period. Any disputes as to the application of this provision shall be promptly referred to the Disputes Resolution Committee.

3. Trainmen who fail to report back before their turn is called will remain off for a minimum of twelve (12) hours. Extra board Trainmen will be automatically marked off on their rest days and automatically marked up at the conclusion of their rest days. Trainmen off for any reason prior to his rest days will be required to call CMC if they are unable to report after observing their rest days.
4. Trainmen will not be considered as unavailable to protect their turn for guarantee purposes when marked off for any reason for receiving compensation.

Note: Trainmen receiving compensation on an assigned rest day will not have such compensation included in his earnings for that pay period since he is not considered available thus does not receive guarantee for the day.

5. Trainmen missing a call for any reason will be removed automatically from the board and then marked up to the bottom of the board after twelve (12) hours have expired.
  6. Trainmen marking off for any non-compensated reason will hold their turn on the board and will not have their guarantee reduced if marked up before their turn is called.
- H. GEB positions will be advertised in accordance with the EBS outlined in Article 11 herein and assignments shall be made on the basis of seniority.
- I. Extra board Trainmen shall be called for service as near as possible to two (2) hours prior to the time required to report for duty.
- J. All guarantee compensation paid to extra Trainmen shall be considered as service rendered for vacation pay and qualification days. For each day assigned to the extra board the employee shall receive one qualifying day toward vacation. An employee assigned for the entire two (2) week pay period will be credited with no less than fourteen (14) qualifying days toward vacation.
- K. 1. GEB Trainmen called to perform service as outlined in Paragraph F. of this Article or to an outpost assignment/terminal (i.e. Local/Road Switcher etc.) shall remain on such assignment for its duration for up to one JAD period outlined in Article 11 herein, or until the commencement of the employees assigned rest days. If such individuals are not returned to their home terminal, they shall also be provided appropriate meal allowance(s) and lodging and will be paid continuous time until the time relieved at his home terminal. A GEB

employee protecting as outlined herein, must advise CMC at the commencement of the shift prior to his scheduled rest day to invoke the provisions of this paragraph.

2. Employees will be provided transportation upon request. At their option, Trainmen may utilize their personal automobile and claim auto mileage daily between their supply point and location of the assignment in lieu of lodging and meal allowance. Employees using lodging will be provide transportation between the lodging facility and assignment location or mileage reimbursement if they use their personal auto.

### **Establishing Extra Boards**

- L. The Company may establish additional extra boards that will be guaranteed pursuant to paragraph G. of this rule. The Company will provide the General Chairperson thirty (30) days advance notice for any board it intends to establish. Employees working under the jurisdiction of where an extra board is created will be entitled to the benefits outlined in Article 49, Section 2 of this Agreement.
- M. When an extra board is to be established, the following shall govern:
  1. The HDO Labor Relations shall provide the General Chairman having jurisdiction with thirty (30) days notice in writing, of the date and location where the extra board is to be established, and the reasons therefore.
  2. The General Chairman and the Highest Designated Officer will meet within seven (7) days of the advance notice to establish jurisdiction of extra boards that are established.
  3. Extra boards established under this paragraph will be consistent with the provisions contained in this Article 37 and the provisions of Article 49, Section 2 (Terminals).
  4. The parties agree that the provisions of this Article M, will not delay the effective date outlined in the advance notice provision established in Article L of this Article.
  5. The Company has the right to abolish any extra board established under this provision.

### **Section 2 A&WP - GEB Jurisdiction Extra Boards and/or Supply Points**

#### **A. Montgomery, Al**

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Montgomery to West Point, Al.

#### **B. Atlanta, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Atlanta to West Point, GA.

### **Section 3 C&O – GEB Jurisdiction Extra Boards and/or Supply Points**

#### **Extra Boards and/or Supply Points - Seniority District No. 1**

- A. Barney Yard, Newport News, VA
- B. Newport News, VA – Yard Extra Board
- C. Peninsula – Richmond VA – Road Extra Board
- D. Rivanna – Richmond, VA – Road Extra Board
- E. Richmond VA – Yard Extra Board

#### **Extra Boards and/or Supply Points - Seniority District No. 2**

- A. Lynchburg, VA – Road/Yard combination Extra Board
- B. Clifton Forge, VA – James River – Mountain Road Extra Board  
70.21% James River, 29.79% Mountain
- C. Clifton Forge, VA – Yard Extra Board
- D. Covington, VA – Yard Extra Board

#### **Extra Boards and/or Supply Points - Seniority District No. 3**

- A. Hinton, WV – Alleghany, WV-Road Extra Board
- B. Hinton, WV – New River – Road Extra Board
- C. New River Coal District, Raleigh, W. VA – Road Extra Board
- D. Rainelle, WV – NF&G – Road Extra Board

#### **Extra Boards and/or Supply Points - Seniority District No. 4**

##### **A. Huntington, District**

- 1. Russell, KY – Road Extra Board
- 2. Danville, WV – Road Extra Board
- 3. Elk Run, WV – Road Extra Board
- 4. Peach Creek, WV – Road/Yard Extra Board
- 6. Huntington, WV – Road Extra Board
- 7. South Charleston, WV – Road and Yard Extra Board

##### **B. Huntington, WV**

- 1. Yard Extra Board

##### **C. Russell, KY**

- 1. Yard Extra Board

##### **D. Big Sandy District**

- 1. Russell, KY – Road Extra Board
- 2. Paintsville, KY – Road and Yard Extra Board
- 3. Martin, KY – Road/Yard Extra Board
- 4. Shelby, KY – Road/Yard Extra Board

- E. **Northern, District**
  - 1. Russell, KY Road Extra Board

**Extra Boards and/or Supply Points - Seniority District No. 5**

- A. Cincinnati, OH – Road Extra Board

**Section 4 Former L&N and NC&StL - GEB Jurisdiction**

Extra Boards and/or Supply Points having jurisdiction over all assignments and extra service originating and/or home terminated at or on the former L&N and NC&StL terminal / supply points referred to in Article 49 and as currently defined in the CMC database.

**Section 5 Former SCL - GEB Jurisdiction**

**Extra Boards and/or Supply Points - Seniority District No. 1**

Existing Trainmen's extra boards and/or supply points are subject to the following:

**A. Richmond, VA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Richmond, VA and:

- 1. On the line to Raleigh, (North) and to and including Rocky Mount, NC (North), and,
- 2. All through service operated between Richmond-Petersburg and Portsmouth, VA, and,
- 3. Through service between Raleigh and Portsmouth.

**B. Rocky Mount, NC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Rocky Mount, NC and:

- 1. On the line from but not including Norlina to and including Portsmouth (except through service operated between Richmond-Petersburg and Portsmouth, VA and through service operated between Raleigh and Portsmouth) and,
- 2. On the line to and including Bunn, Kinston, Washington, Plymouth and Portsmouth, and from and including Pender to and including Parmele, and,
- 3. To and including Florence, SC (North), with right to protect all service originating on line from Florence to and including Pee Dee which is operated wholly within such territory or which originates thereon and is operated toward Rocky Mount.

**C. Wilmington, NC**

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Wilmington, NC and:

1. The line to New Bern and to, but not including, Contentnea, Sanford, NC and, to and including Florence, SC (East to Wilmington), including Chadbourn to Myrtle Beach, and,
2. Between Rocky Mount and Contentnea on runs operating to and from Wilmington and points between Wilmington and Contentnea.

**D. Hamlet, NC**

Having jurisdiction over all assignments and extra service originating and/or home terminaled at Hamlet, NC, and:

1. On the line to and including Monroe (East toward Hamlet, with right to protect all through freight service operating from Hamlet to Bostic and vice versa, and,
2. From Hamlet to Charlotte and vice versa, and through freight service from Charlotte to Bostic and return to Hamlet, and all assignments terminaled at Monroe and assigned to operate toward both Hamlet and Charlotte), and
3. Columbia - Cayce (North) and to and including Raleigh (South), Wilmington (West toward Hamlet), Andrews (North) and to Marlboro and to but not including Parkton, with joint rights to work between Hartsville and Poston and Hartsville and Sumter, and to make straight set off and/or pick up at Hartsville and
4. With right to protect extra and pool service between Hamlet and Florence via Dillon - Pee Dee or McBee - Florence.

**E. Hamlet Sub-Board at Charlotte, NC**

1. Having jurisdiction over all assignments and extra service originating and/or home terminaled at Charlotte and:
  - a. On the line to and including Rutherfordton, and to and including Monroe (North toward Charlotte, except through freight service operating from Hamlet to Bostic and vice versa and from Hamlet to Charlotte and vice versa, and through freight service from Charlotte to Bostic and return to Hamlet), and
  - b. From Charlotte to Gastonia and from Mount Holly to Terrell, including branch lines thereto.
2. This extra board and/or supply point will be a Hamlet Sub-Board until January 1, 1973. Promptly thereafter the parties will confer for the purpose of making a determination (based on the record of the experience from July 1, 1971 to December 31, 1972) as to whether it will assume the status of a full extra board and/or supply point. During the time necessary to make such determination, it will continue to operate as a Sub-Board. In event extra employees are not available (in accordance with the applicable provisions of the Schedule Agreements) at Charlotte, while this board is operating as a Sub-Board, vacancies and extra service in this jurisdiction will be filled from the Hamlet extra board and/or supply point, and such employees will not be required to hold

a position on the same assignment for more than two trips or tours of duty, and will not be held to protect positions on any assignment other than on the assignment for which first deadheaded.

NOTE - If pool freight service is established in Seniority District No. 1:

- (a) Such service in the territory under the jurisdiction of the Richmond Extra Board will be home terminated at Richmond, VA, and will protect all pool freight service from Raleigh (North) and from Rocky Mount (North).
- (b) Such service in the territory, under the jurisdiction of the Rocky Mount Extra Board will be home terminated at Rocky Mount, NC and will protect all pool freight service originating in such territory except to Wilmington, NC and, in addition, will protect all such service Rocky Mount toward Portsmouth via Weldon.
- (c) Such service in the territory under the jurisdiction of the Wilmington Extra Board will be home terminated at Wilmington and will protect all pool freight service originating in such territory and, in addition, will protect all such service from Rocky Mount - Contentnea - Sanford, and Florence to Wilmington.
- (d) Such service in the territory under the jurisdiction of the Hamlet extra board will be home terminated at Hamlet and will protect all pool freight service originating in such territory and, in addition, will protect all such service from Raleigh (South), Wilmington (West to Hamlet) and Parkton-Marlboro to Hamlet and between Hamlet and Florence via either McBee or Dillon and between Charlotte and Hamlet.
- (e) Such service in the territory under the jurisdiction of the Charlotte Sub-Board will be home terminated at Charlotte and will protect all pool freight service originating in such Sub-Zone except from Charlotte to Bostic and return to Hamlet and between Charlotte and Hamlet.

## **Extra Boards and/or Supply Points Seniority District No. 2**

### **A. Florence, SC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Florence, SC, and

- 1. On the lines to Wadesboro-Columbia-Robbins-Savannah (North toward Florence via Yemassee) including proration of work on that portion of tracks from Hartsville to Boston and Hartsville to Sumter and
- 2. Relief work on Charleston Division, West End priority assignments on that portion of track from Parkton and Gibson, NC, to Marlboro, SC.

### **B. Augusta, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Augusta, GA and

- 1. On the lines up to and including Greenwood, SC and Calhoun Falls, SC and to and including Port Royal, SC (including branch lines thereto); and
- 2. All service operating through between Augusta and Spartanburg, regardless of route; and

3. All service originating at Greenwood operating South toward Augusta or West toward Anderson via Calhoun Falls; and
4. All service originating at McCormick operating toward Anderson; and
5. All service originating or terminated at Greenwood assigned to work both North and South out of Greenwood.

**C. Greenville, SC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Greenville and

1. On the line to Spartanburg and Anderson-Calhoun Falls, and to Laurens
2. And from Greenwood (North) to Spartanburg, and to Belton (including branch lines thereto) except service operating through between Augusta and Spartanburg regardless of route.

Note: In addition to the forgoing, Greenville crews operating extra service into Columbia from either Greenville or Spartanburg will be permitted to protect extra service from Columbia to either Greenville or Spartanburg.

**D. Savannah, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Savannah, GA, (except West and North toward Florence via Yemassee), and

1. On the lines to Columbia and Coosaw and
2. Jacksonville-Baldwin via Waycross-Nahunta and Bladen and
3. From Charleston to Andrews (including Georgetown Subdivision), and
4. On the line from Albany to Brunswick, and
5. All passenger service from Jacksonville-Baldwin, FL, to Waycross, GA, Westward.

**E. Montgomery, AL**

The Montgomery, AL Supply point is subdivided as follows:

1. Having jurisdiction over all assignments and extra service originating and/or home terminated at Montgomery, AL (South) and on the lines to Dothan, AL
2. Having jurisdiction over all assignments and extra service originating and/or home terminated at Dothan, AL and on the lines to Thomasville, GA and Chattahoochee to Climax.

**F. Manchester, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Manchester, GA (North and West), and on the lines to Atlanta, GA (South) and to Birmingham, AL (See Paragraph K - Birmingham Extra Board)

**G. Fitzgerald, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Fitzgerald and on the lines to Manchester and Waycross.

**H. Greenwood, SC**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Abbeville, SC, and

1. On the lines Monroe to Atlanta; and
2. All service originating at Greenwood operating toward Abbeville and/or Monroe.
3. Former CN&L tracks from Laurens to Clinton, South Carolina and CN&L tracks Dover to Columbia, South Carolina, including branch lines thereto.

Note 1: Assignments and extra service originating and/or home terminated at Greenwood and operating either North toward Greenville or Spartanburg or South toward Augusta and also on the Abbeville-Monroe line will be under the jurisdiction of the extra board and/or supply point having the preponderant amount of work being performed by such assignment.

Note 2: Greenwood crews protecting extra service into Columbia from Greenwood will be permitted to protect extra service out of Columbia returning to Greenwood. (See also paragraph C.)

4. Atlanta Sub-Board      The parties established a sub-board from the Greenwood Supply point that has jurisdiction over all assignments and extra service operating exclusively from Atlanta to and including Athens, GA.

Note: Loaded grain trains from Atlanta to Athens, GA will be protected by the Greenwood Pool at Atlanta. A pool turn called for such service will continue on to Greenwood, SC.

**I. Birmingham, AL (combined with the Manchester, GA Sub-Board at Birmingham)**

Having jurisdiction over all assignments and extra/relief service originating and/or home terminated at Birmingham on the line to Atlanta, GA (South), assignments home terminated at LaGrange, GA and operating to Birmingham, AL and/or Atlanta GA and including Talladega, AL, except through freight service operating between Manchester, GA and Birmingham, AL, and vice versa. (See Paragraph F)

Having jurisdiction over all assignments and extra/relief service on the former SCL trackage toward Atlanta, GA to include Cartersville, GA.

**J. Jacksonville, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Jacksonville (West toward Tallahassee); and,

1. On the lines to Chattahoochee, FL, and Tallahassee to Bainbridge and on Wakulla Subdivision (Tallahassee to St. Marks), and
2. From Jacksonville-Baldwin to Gross-Yulee-Fernandina Beach, FL; and,
3. All passenger service from Columbia to Jacksonville-Baldwin and vice versa but not including extra passenger service from Savannah to Columbia and vice versa, and
4. All extra passenger service from Jacksonville-Baldwin to Savannah, excluding all passenger service, operating from Jacksonville to Waycross, Westward.

Note: If pool freight service is established in Seniority District No. 2:

- (a) Such service in the territory under the jurisdiction of the Florence Extra Board will be home terminated at Florence, SC, and will protect all pool service between the Florence (South), Savannah (North via Yemassee to Florence) and Augusta.
- (b) Such service in the territory under the jurisdiction of the Augusta Extra Board will be home terminated at Augusta and will protect all pool freight service from Augusta (North and South) and between Augusta and Savannah.
- (c) Such service in the territory under the jurisdiction of the Abbeville Extra Board will be home terminated at Abbeville, SC, and will protect all pool freight service between Abbeville and Monroe and Abbeville and Atlanta.
- (d) Such service in the territory under the jurisdiction of the Birmingham Extra Board will be home terminated at Birmingham, AL, and will protect all pool freight service between Birmingham and Atlanta.
- (e) Such service in the territory under the jurisdiction of the Manchester Extra Board will be home terminated at Manchester, GA, and will protect all pool freight service between Manchester and Atlanta and Manchester and Birmingham.
- (f) Such service in the territory under the jurisdiction of the Fitzgerald Extra Board will be home terminated at Fitzgerald, GA, and will protect all pool freight service between Fitzgerald and Manchester and Fitzgerald and Waycross.
- (g) Such service in the territory under the jurisdiction of the Savannah Extra Board will be home terminated at Savannah, GA, and will protect all pool freight service between Columbia and Savannah and between Savannah and Jacksonville-Baldwin, FL.
- (h) Such service in the territory under the jurisdiction of the Montgomery Extra Board will be home terminated at Montgomery, AL, and will protect all pool freight service between Montgomery and Thomasville.

- (i) Such service in the territory under the jurisdiction of the Jacksonville Extra Board will be home terminated at Jacksonville, FL, and will protect all pool freight service between Jacksonville and Chattahoochee and Bainbridge.

**Extra Boards and/or Supply Points - Seniority District No. 3**

**A. Waycross, GA**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Waycross, GA, and on the lines Waycross to High Springs (North); and,

- 1. To Thomasville; and,
- 2. Thomasville to but not including M.P. AND-731; and,
- 3. To but not including Albany; and,
- 4. Thomasville to Kingwood.

**B. Tampa, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Tampa, FL, and:

- 1. On lines to but not including North Inverness (via Brooksville); and,
- 2. To Coleman (via Plant City); and,
- 3. To but not including West Lake Wales; and,
- 4. To but not including Vitis;
- 5. Plant City to Welcome and to but not including Winston; and,
- 6. From but not including Winston to Port Boca Grande,
- 7. Welcome to Ft. Meade and Rockland Junction, Durant and Uceta to Belspur and Venice; and,
- 8. From Trilby (excluded) and Sulphur Springs to St. Petersburg; and,
- 9. Plant City to Valrico; and,
- 10. Bartow to Pembroke via former SAL line.

(See NOTE under Paragraph D - Lakeland Extra Board)

**C. Wildwood, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminated at Wildwood, FL, and:

- 1. On the lines to High Springs (South) and Palatka (West); and,
- 2. On the line Jacksonville to West Palm Beach; and,

3. On the lines to Bell, Wilcox, Brooksville (excluded),
4. Waldo to Williston; and,
5. Wildwood to Toronto.

**D. Lakeland, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Lakeland, FL; and,

1. On the lines to and including M.P. AND-731, and to but not including High Springs (excluding Williston); and,
2. To Naples (excluding Pembroke, Fort Meade, Rockland Junction and Bartow, but including assignments terminalled at Bartow operating exclusively on the C-H Line and performing no switching at Armour or Bone Valley work); and,
3. To Haines City; Haines City to Sunniland and Okeelanta, Lake Alfred to but not including Bartow; and,
4. From West Lake Wales (excluded) to Alcoma.

NOTE: When the number of Bone Valley assignments terminalled at Lakeland exceeds 20% of the total Bone Valley assignments, such assignments in excess of the 20% will be under the jurisdiction of the Tampa Extra Board.

**E. Sanford, FL**

Having jurisdiction over all assignments and extra service originating and/or home terminalled at Sanford, FL; and,

1. On the lines Jacksonville to but not including Haines City via Palatka; and,
2. To Umatilla and Sylvan Lake to Toronto and Apopka and Dr. Phillips to but not including Trilby; and,
3. Ellsworth Junction to Killarney.

**F. Hialeah, FL**

1. Having jurisdiction over all assignments and extra service originating and/or home terminalled at Hialeah and on the line to Homestead (south) and on the line to West Palm Beach (Dyer) (north):

## **ARTICLE 38     HELPERS/PUSHERS**

- A. Regular assigned or pool helper/pusher service may be advertised. Trainmen assigned to helper/pusher service will not be relieved at other than their home terminal and will be kept on continuous time from the time required to report until they are relieved at their home terminal. Trainmen may be held in continuous service for a succession of trips.
- B. The provisions of the holiday and personal leave Articles will apply to all helper/pusher assignments regardless of the mileage component.
- C. The basic day mileage for Trainmen working helper/pusher assignments will be 100 miles with assignments guaranteed or pay to 125 straight time miles five (5) days per week as stipulated in the job advertisement, to be paid at Trainman's yard rate of pay for all miles of their assignment (worked or advertised) with overtime to commence after eight (8) hours on duty. In the event arrangements are made for a helper/pusher to work a six (6) or seven (7) day work week, the guarantee above will be adjusted by 125 miles per day.
- D. Regular assigned Trainmen will show up for their assignment at the fixed starting time unless notified by CSXT they will not be used for service.
- E. CSXT, in exercising its right to establish and extend helper/pusher district limits, will not include territory which the helper/pusher covers only when required to assist trains in emergency.
- F. Helper/pusher assignments under this Article are limited to pushing and pulling trains.
- G. The Local Chairman and Local Supervisor are not prohibited from working out arrangements to assigned helper/pusher assignments with rest day(s).
- H. Yard Trainmen may be used in road helper/pusher service in case of emergency. When Yard Trainmen are used in road service under conditions referred to herein, they shall be paid miles, or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction there from for the time consumed in said service.

## **ARTICLE 39     INTERCHANGE SERVICE**

- A. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting Railroad or deliver their over-the-road trains to a connecting Railroad provided such trains are solid trains which move from one (1) Railroad to another intact with or without motive power and/or cabooses.
- B. If road crews referred to in Paragraph A are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternative means of transportation will be provided.

- C. At designated interchange points, if a Railroad does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the Railroad deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.
- D. If the number of cars being delivered to or received from interchange tracks of a connecting Railroad exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.
- E.
  1. Crews used in interchange service may be required to handle interchange to and from a foreign Railroad without being required to run "light" in either direction.
  2. Work equities between Railroads previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent Railroads from requiring crews to handle cars in both directions when making interchange movements. Where Railroads not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the Railroad involved. Resolution of work equities shall not interfere with the operations of the Railroad or create additional expense to the Railroad. It is agreed, however, that the Railroad will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.
- F. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

#### **ARTICLE 40 INTERDIVISIONAL SERVICE**

- \* ID Service agreements in effect will not be affected by the provisions of this Article unless otherwise modified by this agreement. It is understood that any future changes to existing ID agreements must comply with the established criteria prior to modifying or amending an existing ID Agreement.

When the Company intends to implement assigned and/or unassigned interdivisional/intradivisional freight service [**ID**] upon ten (10) days notice, the following conditions pursuant to the provisions of Article IX - Interdivisional Service of the October 31, 1985 will apply:

##### **Section 1 Notice**

Upon ten days' advance written notice to the General Chairman of the United Transportation Union to establish interdivisional/intradivisional freight service. When such service is operated, the conditions hereinafter set forth shall apply.

1. \_\_\_\_\_ will be the home terminal and \_\_\_\_\_ will be the away-from-home terminal for train service employees operating under this agreement. Assigned and/or pool crews may be used to protect such service. Frequency and schedule of train service permitting, assigned trains and/or meet and turn service may be established.
2. Uniform trip mileage for the service to \_\_\_\_\_ will be \_\_\_\_\_ miles which includes the movement between \_\_\_\_\_ and \_\_\_\_\_ in either direction, regardless of the yards in which the train originates or terminates. This Agreement will not affect the mileage or pay conditions of other traffic operating between those locations.
3. Pro-ration of mileage to protect this service will be on the basis of \_\_\_\_% (\_\_\_\_ miles) to train service employees in (*i.e. SCL*)\_\_\_\_ Seniority District I and \_\_\_\_% (\_\_\_\_ miles) to train service employees in *i.e. SCL* Seniority District II.
4. The Company will make electronic records available to the effected UTU Local Chairmen, for use in any pro-ration of work among the employees each payroll period.

## **Section 2**

1. All miles run in excess of the miles encompassed in the basic day shall be paid for at the mileage rate established in Section 2(b) of Article IX of the October 31, 1985 UTU National Agreement.
2. Interdivisional service crews will not be tied-up en route but will be deadheaded to the final destination in continuous service and allowed the trip mileage.
3. Relief service will be provided as provided for in Road Service Article - XX, Section 2 Runaround paragraph F. of this Agreement.
4. Held away from home terminal for pool crews protecting this service provided by this agreement will commence at fifteen (15) hours after registering off duty from their previous trip or deadhead at the away-from-home terminal at the pro-rata rate per hour paid for the last service performed and will continue until the crew reports for duty for service at the away-from-home terminal.

## **Section 3**

1. When train crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service covered by this Agreement, the Company shall authorize and provide suitable transportation for such train crews to the on and off duty points. The on and off duty points for this service will be \_\_\_\_\_ or \_\_\_\_\_.

Note: Suitable transportation includes Company owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

2. Trainmen manning service under this agreement will be able to qualify for the current standard meal allowance as provided for by the Schedule Agreement.
3. In order to expedite the movement of interdivisional trains operated under this Agreement, the Company shall determine the conditions under which the crews may stop to eat. When such crews are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip.

#### **Section 4**

1. Conductors/Trainmen assigned to service operated under this Agreement will be qualified over unfamiliar territory by qualified Conductors under full pay of the assignment. Conductors/Trainmen who stand to protect the service, including filling vacancies, will take their regular turns when called and be qualified by conductor pilots, under full pay of the assignment.
2. In order to provide for prompt qualification, conductors/trainmen called for pilot service that are not qualified over the entire territory of the assignment may be required to begin or extend their trip over the entire territory of the run.
3. When, in the opinion of the supervisory officer, a conductor/trainman is taking an unreasonable amount of time to qualify, the conductor will be required to consult with the supervisory officer and the UTU Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.

#### **Section 5**

Protective conditions contained in Article IX, - Interdivisional Service of the October 31, 1985 UTU National Agreement shall apply to employees affected by the implementation of this Agreement. Protective conditions referred to between parties on existing ID Agreements will remain in effect unless otherwise modified. "Agreed upon Questions and Answers" pertaining to the protective conditions are attached as Attachment "A". Any protective benefits greater than those provided by this Article, available under existing agreements shall continue to apply subject to the terms and obligations in lieu of benefits provided by this Article.

#### **Section 6**

The parties recognize that additional items of mutual benefit may be discussed and agreed upon.

### **ARTICLE 41 LIGHT ENGINES**

When required to run with light engine(s), Trainmen will be used and paid at the through freight rate of pay. Running light for a part of a trip will not be considered as having "run light" under this provision.

## **ARTICLE 42 LOCAL FREIGHT SERVICE**

A. Local Freight Service is described as performing switching service at three (3) or more separate locations or performing switching service in excess of one (1) hour at a single location. When assigned, local freight service will be established by bulletins which will specify the following:

1. Class of Service.
2. Name or number of the train or trains involved.
3. Days of operation.
4. Home terminal and away-from-home terminal (or turning point if in turnaround service) and including side trips.
5. On duty time.
6. Whether the crew will be called or will report.

B. Local Freight Service Guarantees

1. Regularly assigned local freight crews will be guaranteed at least 100 miles for each calendar working day of the month so assigned, including legal holidays, excepting for days where the line is broken through an Act of Providence.

Note: Promoted Trainmen holding assignments in local freight and/or work train service subject to the guarantee provided for under the provisions of Paragraphs B & C will not be subject to call for service as Conductor on days that their assignments as Trainmen in local freight and/or work train service may be annulled. For instance, should a promoted Trainman's assignment in local freight and/or work train service be annulled for Thanksgiving Day and he is entitled to payment for the annulment, he will not be called for service as Conductor during that calendar day, calling time to govern, except in cases of emergency or where anyone else is not available. If he is out of place for call as emergency Conductor under the circumstances referred to above, the penalties provided for in the Agreement for being out of place will not apply.

2. Locals assigned five (5) days per week will be paid the yard rate of pay. Locals assigned in excess of five (5) days per week will be paid at the local freight rate of pay.

C. Local Freight Service will not be required to perform hours of service relief.

## **ARTICLE 43 MILEAGE REGULATION - FREIGHT SERVICE**

### **Section 1 Mileage Regulation**

Mileage regulation agreement arrangements and their applications will be adjusted by the UTU and CSXT to reflect changes in the basic day in through freight service as outlined in Section 2 of this Article. In applying the regulation rules, miles physically operated (or paid for in the case of standard mileage agreements), including deadhead mileage, whether separate or combined with service, will be considered in determining the number of Trainmen to be assigned in a set of

runs or the appropriate regulation factors for pools. To adjust for the current basic day, the regulation limits will be adjusted to reflect the change by increasing such limits by the percentage change from the 100 mile basic day in through freight service. Pools of 100 miles or less will be regulated under a different set of guidelines that those of over 100 miles.

## **Section 2 Pool Regulation**

- A. Regulation factors will be determined for each pool on the system by assessing the normal operation of the pool with respect to mileage earned for an average trip over a twelve (12) pay period study period. Using the average trip data, bi-weekly high and low regulation factors will be established to permit weekly regulation of the pool based on dispatchments in the preceding fourteen (14) day period.
- B. To establish the bi-weekly high and low regulation factors, the monthly regulation minimum and maximum (as adjusted pursuant to Section 1 above) covering the pool will be divided by the average trip mileage to determine the number of trips needed to work the minimum and maximum mileage per month. The number of trips will then be divided by 2.16 to determine the bi-weekly high and low regulation factors.
- C. The Local Chairman and CSXT Officer with jurisdiction will adjust the pool. However, in any event, all adjustments must be made so they may be timely placed in the EBS for the upcoming Job Adjustment Day (JAD).

Note: Due to the working schedules of many Local Chairmen and recognizing the fact that the regulating factors in the computer are always two (2) days behind, the Local Chairman and Designated CSXT Officer may agree to meet and regulate the pools on any day, as long as the regulation is agreed to by Wednesday.

- D. The following will apply in the regulation of pool crews:
  - 1. On the agreed to day each week, CSXT shall furnish the Local Chairman having jurisdiction a statement for the pool showing the total number of pool crew dispatchments, including terminal-to-terminal deadheads and extra crews called to supplement the pool during the preceding seven (7) calendar days.

Note: A terminal-to-terminal deadhead paid for separate and apart from a service trip will be counted as a full dispatchment.

- 2. The pool will be regulated so that there will be an average between the low and high dispatchment factors per turn bi-weekly.

Note: For the purpose of an example in this rule, we are using a low factor of 10.30 and a high factor of 12.12.

- 3. Based on the reports furnished the Local Chairman, CSXT will make a reduction in the pool if the average number of dispatchments per turn is less than the low factor during the two (2) preceding seven (7) day checking periods. The number of crews to be reduced

will be determined by dividing the total dispatchments in the fourteen (14) day period by the low factor. For example, there are eight (8) crews in the pool and during the fourteen (14) day period, the eight (8) turns made eighty (80) dispatchments. Eighty (80) divided by 10.30 equals 7.25 – so the decrease would be one (1) crew.

Note: No reduction will be made if the average number of dispatchments per turn exceeds the low factor during the preceding fourteen (14) day period.

4. In situations where the average number of dispatchments per pool turn during the preceding fourteen (14) day period is equal to or greater than the low factor, the Local Chairman having jurisdiction may request by noon Monday (confirmed in writing) a reduction due to abnormal circumstances. CSXT will make such reduction but assumes no liability as a result thereof.
5. No increase in the number of turns in the pool will be made if the average number of dispatchments per turn was less than high factor during the two (2) preceding seven (7) day checking periods. When the average number of dispatchments per turn is greater than the high factor during the preceding fourteen (14) day period, an increase may be requested in writing by the Local Chairman having jurisdiction or the particular pool may be increased by CSXT. The number of crews to be increased will be determined by dividing the total dispatchments in the fourteen (14) day period by the high factor. For example, there are ten (10) crews in the pool and during the fourteen (14) day period, the ten (10) turns made 130 dispatchments. 130 divided by 12.12 equals 10.72 – so the increase would be one (1) crew.
6. In the application of paragraphs 3 and 5 above, any fraction of .5 or greater will be carried to the next higher number. Any fraction of less than .50 will be dropped.

Note: The parties recognize that due to line blockage, holiday shutdowns, or other unusual circumstances regulation should be suspended or adjusted. The Local Chairman with jurisdiction and the appropriate CSXT Officer will cooperate to make appropriate arrangements.

- E. When there is insufficient service for a road freight pool to average the equivalent of 1774 miles per fourteen (14) day period the pool may be maintained through mutual agreement between the Highest Designated Officer and the General Chairman of jurisdiction.
- F. Any disputes resulting from this Article will be appealed to the Disputes Resolution Committee.

#### Questions and Answers

Q-1: The agreed to operation of the application of this Article necessitates that CSXT and the UTU work together to make this regulation work. Will the adjustments be made on the agreed to day of the week and will the pools be regulated as per the wording of the Article in that pools will not be regulated on the high or the low ends of the factors, but will be held as agreed to the average between the two?

A-1: Yes.

Q-2: If the resulting decision from the Disputes Resolution Committee is favorable to the Local Chairman's position, will the affected Employees be made whole as to their lost earnings?

A-2: Yes.

## **ARTICLE 44 ROAD LUNCH**

When requested in advance and it is apparent that Trainmen will be held on duty excessive periods of time and when operations permit, the train dispatcher will arrange for Trainmen in freight service a stop of reasonable length for lunch. In the application to this rule, it is understood that:

1. The train being handled can be put clear of main tracks, if necessary, to avoid delay to other trains.
2. Trainmen will use good judgment when requesting permission to stop for lunch.
3. Continuing complaints can be referred to the Disputes Resolution Committee.

### Questions and Answers

Q-1. What is meant by "excessive periods of time"?

A-1. Trainmen may request permission to eat when it is apparent they will not reach their destination terminal within six (6) hours of the time they went on duty.

Q-2. Does this permit Trainmen to leave the property to go to a restaurant or does it contemplate their being permitted time to eat their lunch on the property?

A-2. This Article permits Trainmen to leave the property provided they have permission.

Q-3. What is meant by the term "reasonable time to eat"?

A-3. This will depend upon individual circumstances such as the availability of food and the impact of potential delays to the operation.

## **ARTICLE 45 ROAD SWITCHERS/MINE RUNS**

A. Road Switcher/Mine Runs assignments may be advertised five (5) or more days per calendar week, and may be made under advertisements which state the work to be done, on duty terminal, on duty time, days of operations, and assignment limits. It is understood that extra service may be operated to perform the work described in this paragraph supplementary to assigned runs, or when assigned runs are not required; and Trainmen in extra service will be paid as provided below for each day of such service.

Note 1: Permanent changes of more than two (2) hours in the regular starting time of a Road Switcher/Mine Runs assignment will cause same to be declared a new assignment and changed on the next JAD. When it becomes necessary to change the starting time temporarily, Trainmen will be given notice thereof at or prior to completion of work on the day prior to such temporary change.

Road Switcher/Mine Runs will report without being called at the on duty time of the assignment or at the expiration of their rest period.

Note 2: When an extra Road Switcher/Mine Runs assignment has been worked on three (3) consecutive days or any five (5) days out of seven (7) during a seven (7) day period beginning at 0001 on Tuesday through 2359 on the following Monday at the same starting time and same terminal, or within the eight hour period subsequent thereto and in the same assigned limits, a new assignment will be shown on that weeks' EBD for bid and claim in accordance with Article 11 Electronic Bid System. If CSXT elects not to award the assignment shown on the EBD, the provisions as to penalties of Article 51 Yard Service, Section 2, Interpretation, Paragraph 2 will govern except payment will be the guarantee in Paragraph E of this Article.

- B. 1. Road Switchers/Mine Runs may work in more than one direction out of the home terminal on any day of its assignment. Road Switchers/Mine Runs working more than one direction out of terminal will be confined to limits in the bulletin creating the assignment. Road Switchers/Mine Runs working in only one direction out of the home terminal will be confined to limits not exceeding those set forth in the bulletin creating the assignment.
- 2. Road Switchers/Mine Runs assignments will be established to operate within specified limits. The limits set forth in the bulletin will be in conformity with the limits the assignment will traverse in the performance of switching duties. This does not mean, however, that the assignment must operate over the entire assigned limits each day, but it is intended that the assignment will operate over the assigned limits with reasonable regularity. In the application of this paragraph Trainmen will be paid for the actual miles of the assignment, however this provision is not intended to apply or include spur tracks etc, which may be on the territory that he does not physically traverse.
- C. Trainmen assigned to a Road Switchers/Mine Runs assignment will be paid at the five (5) Day Basic Yard Foreman rate of pay for all miles, including highway miles. In the event, the total miles operated including highway miles exceeds the advertised mileage of the assignment, such miles will also be paid at the five (5) Day Basic Yard Foreman rate of pay.
- D. When there is a consistent need for six (6) or seven (7) day service, the assignment should be re-advertised as a six (6) or seven (7) day assignment.
- E. 1. Trainmen assigned to a Road Switcher/Mine Runs assignment (extra or regular) will be paid as follows:
  - a. Trip Rated as provided for in Article 31, Section 1 and will be paid no less than the full advertised mileage of the assignment, and in the event the assignment operates differently than assigned, the Trainman may claim actual miles or hours worked whichever is the greater; or,
  - b. Be paid on the basis of claiming miles or hours, whichever is greater.

2. For two (2) years following the implementation of this agreement by no later than June 15<sup>th</sup> and December 15<sup>th</sup> the parties will review the trip rates implemented. Subject to the periodic review, the trips rates established will be adjusted to reflect the averages of the review period on a six (6) month basis. January 1<sup>st</sup> to June 30<sup>th</sup> and July 1<sup>st</sup> to December 31<sup>st</sup> will form the review periods. Adjusted rates will be effective the first pay period following the completion of the review.
  3. When it is known that there will be a change in operations that will significantly affect the trip rate established for a Road Switcher/ Mine Run, the Company will take into consideration similar criteria or experience to establish a new trip rate. The Company will review the criteria to be used with the General Chairman and affected trip rates will thereafter be subject to the periodic review referred to in paragraph E. 2.
- F.
1. Trainmen regularly assigned to Road Switcher/Mine Runs will be guaranteed not less than 100 miles at yard rate for each calendar working day, including legal holidays, exclusive of overtime, if they are available and do not mark off of their own accord. Extra Trainmen filling vacancies on Road Switcher/Mine Runs when held for subsequent service will be included in the daily guarantee. Such guarantee will be paid at the rate earned on the assignment on the preceding working day.
  2. The provisions of the holiday and personal leave Articles will apply to all Road Switcher/Mine Runs assignments regardless of the mileage component.
  3. If a Road Switcher/Mine Run Trainman misses a trip on his assignment as a result of having been on duty too long on the same assignment, the previous trip, causing him to miss a trip because of insufficient rest, he will be allowed the earnings that he would have earned had he worked the assignment.
- G. Road Switcher/Mine Runs Trainmen in turnaround service will not be tied up at other than the home terminal. Road Switcher/Mine Runs assignments may be bulletined with a home terminal; or with a home and away from home terminal.
- H. Extra Trainmen covering Road Switcher/Mine Runs assignments will be afforded the provisions of Article 15 and Article 30 of this Agreement.
- I. Road Switcher/Mine Runs home terminated at the following mine run locations will be subject to the following provisions:
- Hazard, Loyall, Shelby, Martin and Paintsville, Kentucky, Peach Creek, Danville, Elk Run and S. Charleston, West Virginia, subject to the following:
1. Road Switcher/Mine Run assignments will be established with an on duty time, on and off duty locations, advertised rest days and working limits. As outlined in their advertisement, Trainmen will be notified upon reporting for duty of the specific run and territory they will operate for each tour of duty. It is understood that extra service may be operated as provided for in this Article 37.

**Note:** Rest days of assignments will be reviewed by the Local Chairman and the Local Supervisor. This note is not intended to restrict the Company from establishing assignments to meet customer service requirements.

2. Assignments established under this agreement may be assigned to operate five (5) days a week and will be paid the greater of:
  - a. A five (5) day yard rate each day, with overtime after 8 hours on duty.
  - b. Actual miles run or hours on duty, whichever is greater.
  - c. The total miles of the working limits assigned to work each day or hours on duty, whichever is greater.

Note 1: The trip rate outlined herein will be reviewed during the periodic review established in this Article 37 and Attachment B. and adjusted accordingly to reflect the actual experience of the operation. The Company will review the analysis with the Union prior to any rate adjustment(s) being made.

3. Trainmen in this service may be required to operate back and forth over the territory within the limits of their assignments, as required.

#### **Questions and Answers**

- Q-1: How long can a temporary change in the starting time of an assignment as mentioned in the Note under Paragraph (A) continue?  
A-1: Only up to the next JAD.
- Q-2: Can CSXT hold the assignment until the regularly assigned Trainmen is rested as an option under Paragraph F (3)?  
A-2: Yes, however the Trainman must be notified prior to registering off from his tour of duty.

#### **ARTICLE 46 RUNAROUND**

- A. The incidence of runaround claims will be reviewed in the conferences established pursuant to Article 6 in this Agreement to identify and correct any systematic problems.
- B. There shall be no "chain" type payments and not more than one runaround payment for any particular assignment.
- C. Trains that are tied up on line due to being overtaken by the Hours of Service Law may be re-crewed with a qualified Trainman initially from the home or away from home destination; if none, from the nearest source of supply point via highway miles; without penalty to the Company.

## **Section 1 Road Extra Board**

- A. GEB Trainmen who are available and not called in the correct order ("runaround") in accordance with the procedures in this Agreement will be paid one half (1/2) of the basic day payment in addition to any other GEB earnings.
- B. A Trainman who operates to an away from home terminal that is a supply point for Trainmen who also protects service on that same territory may be deadheaded home at any time, regardless of their standing in relation to other trainmen at that location. If not deadheaded, the Trainman must only be used for service back to his home terminal. In these cases the Trainman will be placed behind other pool crews (or extra board employees if no pool exists) and take their turn in the pool (or extra board) for such service back to his home terminal. Trainmen used in this manner will not invoke a runaround.

## **Section 2 Pool or Assigned Service**

- A. 1. Pool Trainmen not called for their run, through no fault of their own, will be paid for the one way trip, excluding meals and lodging allowances and remain first out.
- 2. Regularly assigned Trainmen not called for their run, through no fault of their own, will be paid for the actual earnings of their assignment, excluding meals and lodging allowances.

## **ARTICLE 47 SHORT TRIPS AND TURNAROUNDS**

- A. Employees in unassigned pool/unassigned freight or extra board may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of the miles encompassed in the basic day for a day; provided:
  - 1. That the mileage of all the trips does not exceed the basic day miles; and,
  - 2. That the employees shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first-in, first-out rule or practice.
- B. Unassigned pool/unassigned freight or extra board employees shall not be used for a second tour of duty in turn service from the away-from-home terminal, except in emergency.

## **ARTICLE 48 SWITCHING IN TERMINALS AND AT INTERMEDIATE POINTS**

- A. Road crews may perform the following moves in connection with their own train at locations where yard crews are employed and on duty without additional compensation:

Three (3) moves at each of the following:

1. Initial terminal,
2. Intermediate points,
3. Final terminal.
4. The crew of an over the road solid run through train may perform one (1) move as prescribed, in addition to delivering and/or receiving their train in interchange.
5. The above moves are in addition to doubling your train for departure or yarding your train in multiple tracks at the final terminal.

Note: Each of the moves may be any one of the following: pickups, setouts, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

- B. At terminals where switching crews are on duty employees will not be required to switch up their trains, except in cases of emergency.
- C. Employees will not be required to classify their trains between terminals except in cases of emergency, and in such cases will be paid basic day. This does not apply to picking up and setting off cars en route.

#### **Illustrative Road/Yard Questions and Answers**

- Q-1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign Company before yarding his train. How many moves are involved?  
 A-1: Two (2), the delivery is one move and the pick up the second.
- Q-2: A road crew at its initial terminal is required to get its train from three (3) tracks in the same location, where one (1) track would have held the entire pick up. How many moves are involved?  
 A-2: One (1).
- Q-3: A road crew arrives at its final terminal with four (4) blocks of cars all for foreign Railway Companies. How many deliveries may the road crew make?  
 A-3: Three (3) in addition to yarding their train at final terminal.
- Q-4: What is meant by "multiple tracks"?  
 A-4: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.
- Q-5: A road crew at its final terminal picks up twenty (20) cars at Yard A, delivers forty (40) different cars to a foreign Company then yards its train including the twenty (20) cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?  
 A-5: Three (3).
- Q-6: Can a road crew set out in its final terminal and thereafter effect an interchange?  
 A-6: Yes.
- Q-7: Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?

- A-7: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.
- Q-8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?
- A-8: Railroad A's crews may do the same things as any other road crews.
- Q-9: A road crew at its initial terminal is required to get its train from three (3) tracks because three (3) tracks were required to hold the entire train. Is this considered a move?
- A-9: No. This is a proper double over and does not count as one of the three (3) additional moves permitted.
- Q-10: The Company chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two (2) additional moves at the initial or final terminal yard?
- A-10: Yes. The use of multiple tracks is one of the allowable moves.

## ARTICLE 49 TERMINALS

### Section 1 Recognized Freight Terminals on the former Railroads:

<u>A&amp;WP</u>	<u>L&amp;N and NC &amp; StL</u>	<u>Con't - L&amp;N and NC &amp; StL</u>	<u>SCL</u>
Atlanta, GA Montgomery, AL	Atlanta, GA Atkinson, KY Birmingham, AL Bowling Green, KY Bruceton, TN Cartersville, GA Chattahoochee, FL Chattanooga, TN Cincinnati, OH Corbin, KY Dante, VA Decatur, AL Erwin, TN Etowah, TN Evansville, IN Flomaton, AL Guthrie, KY Hazard, KY Johnson City, TN Kingsport, TN Knoxville, TN Lexington, KY Louisville, KY Loyall, KY Memphis, TN Mobile, AL Montgomery, AL Nashville, TN New Orleans, LA Owensboro, KY	Pensacola, FL Revenna, KY Spartanburg, SC St. Louis, MO	Andrews, SC Atlanta, GA Augusta, GA Bainbridge, GA Baldwin, FL Birmingham, AL Brunswick, GA Cayce - Columbia, SC Chattahoochee, FL Fitzgerald, GA Florence, SC Greenwood, SC Hamlet, NC Hialeah, FL Jacksonville, FL Lakeland, FL Manchester, GA Monroe, NC Montgomery, AL Portsmouth, VA Raleigh, NC Richmond, VA Rocky Mount, NC Sanford, FL Savannah, GA Spartanburg, SC Tampa, FL Thomasville, GA Waycross, GA Wildwood, FL Wilmington, NC
<u>C&amp;O</u>			
Cincinnati, OH Clifton Forge, VA Covington, WV Charlottesville, VA Danville, WV Elk Run Junction, WV Gladstone, VA Handley, WV Hinton, WV Huntington, WV Lynchburg, VA Martin, KY Newport News, VA Paintsville, KY Peach Creek, WV Quinnimont, WV Rainelle, WV Raleigh, WV Richmond, VA Russell, KY Shelby, KY South Charleston, WV			

Note: Freight crews (extra or assigned) will not be run through the above listed terminals, except as provided below or as otherwise provided.

**B. Former SCL Exceptions:**

1. Monroe, NC will not be considered a terminal for crews operating between points on the Hamlet-Rutherfordton line, including Hamlet Monroe turns.
2. Waycross, GA will not be considered a terminal for assigned local freight crews on the Savannah-Waycross - Jacksonville line.
3. Lakeland, FL will not be considered a terminal for crews operating on the line between Sanford and Tampa and between Tampa and the B. V. Territory; or for crews operating on the line between Vitis and Sanford; Vitis and Tampa; and Vitis and the B. V. Territory.
4. Baldwin, FL will not be considered a terminal for trains operating to and from Jacksonville on the line between Jacksonville and Tallahassee; or for crews regularly assigned to operate to and from Jacksonville/Wildwood/Tampa on the line between Wildwood/Baldwin/Jacksonville, with trackage rights between Baldwin and Jacksonville.
5. Wildwood, FL will not be considered a terminal for crews regularly assigned to operate between Tampa and Baldwin/Jacksonville.
6. Bainbridge, GA will not be considered a terminal for crews operating over the Montgomery - Thomasville line.

**Section 2 Establishing Terminals or Supply Points**

- A. The following shall govern when a terminal or supply point is to be established within fifty (50) miles of an existing terminal:
1. Thirty (30) days prior to the date to establish a new terminal, the General Chairman and the Local Chairman having jurisdiction shall be notified in writing of the location where the terminal is to be established and the reasons therefore.
  2. There must be sufficient work to justify the employment of one or more crews to protect the service.
  3. If the establishment of the terminal creates a situation where employees, who are assigned to such terminal during a period of twelve (12) months from the date the terminal is established, are required to travel a greater distance from their place of residence to the location of the newly established terminal, such employees shall be allowed a travel allowance. Such allowance shall be based on CSXT's authorized automobile mileage allowance for the additional miles traveled. The allowance provided

for herein shall be paid only during the period of 12 calendar months from the date the terminal is established.

- B. When a terminal or supply point is to be established in excess of 50 miles from an existing terminal, the following shall govern:
1. The Labor Relations officer shall notify the General Chairman and the Local Chairman having jurisdiction in writing of the location, where and when, the terminal is to be established, and the reasons therefore.
  2. There must be sufficient work to justify the employment of one or more crews to protect the service.
  3. Trainman affected by this article will be provided a reasonable travel allowance for a period not to exceed twelve (12) months or relocation provisions. Relocation provisions are defined as those provisions contained in on property ID Agreements. The General Chairman and the HDO will meet to address Relocation Benefits associated with the establishment of a Terminal under this Article.
  4. If the Local Chairman having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in (B)(3) within thirty (30) days from the date of the initial notice to the Local Chairman, the subject may be forwarded to the next level of appeal.
  5. If the General Chairman and the highest appeals officer of CSXT cannot agree on the provisions outlined in paragraph B. 3. within ninety (90) days from the date of the initial notice to the Local Chairman, the subject may be submitted to the Disputes Resolution Committee as per Article 30, Section 3 of this Agreement. If not resolved at that level, the dispute will be taken to arbitration as provided for in the Railway Labor Act, as amended. The decision of the Arbitration Board shall be made within 30 days thereafter. The award of the Board will be final and binding on the parties and will become effective thereafter upon seven (7) days' notice by CSXT.

## **ARTICLE 50      WORK TRAIN SERVICE**

### **Section 1      General**

- A. When it is known that work trains will be worked for at least four (4) days a week or if worked extra for four (4) days during any week, the run will be listed consistent with Article 11 Electronic Bid System. Such assignments will not be subject to force assignment.
- B. Where bulletined to tie up at an intermediate point, it will be where suitable eating and sleeping accommodations are available. Trainmen tied up under this Article will be subject to the provisions of Articles 15 and Article 30 Lodging.
- C. Extra board Trainmen will be used in extra work, wreck, supply trains, Sperry Detector Car service, etc., except as provided in Article III Self Propelled 1964 National

Agreement and may be relieved at intermediate points where suitable eating and sleeping accommodations are available. When relieved at such intermediate points, they will be paid a minimum of twelve (12) hours for each calendar day and unless placed in service prior thereto will again be considered on duty and under pay at the expiration of twelve (12) hours from time pay stops.

- D. All extra board Trainmen called for any such work train service will be returned to their home terminal on a day for day basis unless prior arrangements are made. Extra board Trainmen in such service tying up at regular established terminals of regular and unassigned freight crews will be governed by Section 2, (A) (2), below.
- E. If Trainmen are relieved at intermediate points where eating and sleeping accommodations are not available, they will be paid on the basis of continuous time until relieved at an intermediate point where such accommodations are available, or until they are relieved at one of their terminals in accordance with this Article.
- F. Trainmen may be run or deadheaded into their terminal for the purpose of marking up for their turns as provided for by the rules after completion of service on any day, but they will be run or deadhead into the terminal for this purpose after completion of service on Saturdays and/or Sundays, or days preceding days when service is not scheduled to work or is discontinued. If held at the intermediate point on these days and not worked they will be paid in accordance with this Article.

#### INTERPRETATION

- 1. A Trainman on duty eight (8) hours before being tied up will be entitled to twelve (12) hours' pay at the pro rata rate.
- 2. A Trainman on duty nine (9) hours before being tied up will be entitled to eight (8) hours' pay at the pro rata rate, one (1) hour at the punitive rate and three (3) hours at the pro rata rate.
- 3. A Trainman on duty ten (10) hours before being tied up will be entitled to eight hours' pay at the pro rata rate, two (2) hours at the punitive rate and two (2) hours at the pro rata rate.

#### **Section 2 Work Trains of 5 Days or more**

- A. 1. Work trains listed in the Crew Management System to work five days per week will be paid the five (5) day yard rate. Work trains of six (6) or (7) seven days will be paid at the applicable work train rate in this Agreement and based on the miles operated with a minimum of 120 straight-time miles per day.
- 2. All vacancies on work trains will be manned by extra board Trainmen on a first-in, first-out basis. Extra Trainmen protecting work trains will be relieved if the work train operates into and ties up at the home terminal of the crew operating the train.
- 3. Trainmen assigned to work trains of more than five (5) days per week will be guaranteed employment or pay the 120 straight-time miles per day for each day of the week at the applicable work train rate. Overtime will begin at the expiration of eight (8) hours where mileage actually run does not exceed 100. Where actual miles run exceeds 100, overtime

will begin when the time on duty exceeds the miles run divided by twelve and one-half (12½). Overtime shall be paid for at the punitive rate.

**B. Work Trains of 4 Days**

1. Trainmen assigned to four (4) day work trains will be guaranteed employment or pay for four (4) days per week at the work train rate of pay. For each day worked, the Trainmen shall receive no less than 150 miles per day at the applicable rate. For each day not used, the Trainmen shall receive not less than 150 miles per day at the rate applicable to the locomotive(s) last used. Overtime will begin at the expiration of eight (8) hours where mileage actually run does not exceed 100. Where actual miles run exceed 100, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12½) at the punitive rate. Where overtime exceeds the 150 miles guarantee, the Trainmen will be paid 100 miles and actual overtime and the 150 mile guarantee is nullified.

Example: A Trainman on a four (4) day assignment is transported 20 miles to the work site and 30 miles from the work site. The work train actually travels 40 miles for a total of 90 miles and the Trainmen is on duty 11 hours. Proper payment is 8 hours straight time and 3 hours overtime.

2. Trainmen assigned to work train service will be used only on the days of their assignment. In the event their work train assignment is needed in excess of four (4) days, the Trainmen assigned will be offered the additional work with the understanding that each day worked beyond the assigned days will be in addition to the weekly guarantee and will be paid at the applicable rate and with a minimum of a days pay for each day so worked.

Questions and Answers

Q-1: If the assignment is worked on the fifth, sixth or seventh day, will the regularly assigned Trainmen be given the opportunity to work those days even if the assignment is given a different symbol /number designation) in the computer system?

A-1: Yes, if the assignment works at the same starting time or within the eight (8) hour period subsequent thereto or cycle and the work to be performed is within the regularly assigned working limits of the assignment.

Q-2: How will extra work train service, including hours of service relief service of work trains, be protected?

A-2: Extra board Trainmen will be used for all work train service, including hours of service relief if a crew has to be called.

Q-3: May work trains (road/yard) be used in revenue service?

A-3: No, however if used to perform revenue service during their tour of duty, work train Trainman will be allowed a penalty day's pay in addition to their normal earnings, without deduction therefrom.

Q-4: May a four (4) day work train work Monday, Wednesday, Friday and Sunday?

A-4: No, the four (4) days must be consecutive.

3. a) Employees engaged in work train service may work into, out of and through terminals on the same seniority district subject to the provisions of Article 48. Employees engaged in wreck train service may operate into and out of terminals while so engaged.
- b) When a crew handling a wrecker operates into another zone or Seniority District, they will be deadheaded back to their supply point upon completion of work on the first day. The crew handling the wrecker on the last day may be used to return the wrecker to its terminal without regard to zone or Seniority district boundary.

### **Self Propelled Machines**

Train crews assigned to self-propelled machines will be allowed payment for deadheading to and from the home terminal when their assignments are annulled at outlying points on calendar working days, including legal holidays, and the machines do not come into the home terminal for the tie-up. A trainman will be employed on on-rail, self propelled vehicles or machines when operating in mainline territory, providing such machines are equipped with a drawbar and are operating under train orders.

## **ARTICLE 51 WORK WEEK**

### **Section 1 Assignment(s)/ Unassigned Service**

- A. 1. Subject to the customer service requirements, the Company will advertise regular assignments as the needs of service permit.
2. The Company may, where operationally practical, operate meet and turn service, turnaround service and/or layover service.
3. Assigned or Unassigned positions/pools may be advertised to operate over any former Seniority District (s) without penalty to the Company as provided for in Article 40 – ID Service.
- B. 1. Regular Assignments or Pool service, unless otherwise provided for in this agreement, will be established consistent with customer service requirements and at the Company’s discretion may consist of the following variations:
  - a. Five (5) days with one (1) or two (2) scheduled off days; or,
  - b. Six (6) days with two (2) scheduled days off; or,
  - c. Combination of six (6) days with two (2) scheduled days off and four (4) days with two (2) scheduled days off; or,
  - d. Six (6) days with two (2) scheduled days off - Work Rest Short Pools (150 miles or less), as provided for in Section 2 of this Article; or,
  - e. Assigned Pools with a six (6) hour call Window; or,
  - f. Unassigned Pools; or,
  - g. Other variations, as mutually agreed, to meet customer service requirements.

Note 1: Assigned jobs may be established with a show up time and employees will report at the assigned on duty time without a call. This applies to all Road service, including but not limited to Through Freight, Road Switchers/Mine Runs, Local Freight, etc.

Note: 2: It is recognized that paragraphs P. and Q. of the self supporting pool provisions of this article may be applied to the work week variations outlined in B.1.f. by mutual consent between the General Chairman and the HDO.

- C. Trainmen who are tied up at their away from home terminal may only be called for one (1) trip from that terminal that does not return to their home terminal. When so used, the Trainman's subsequent trip, whether working or deadhead, must return to the Trainman's home terminal.

## **Section 2 Work-Rest Cycle Pools**

- A. Trainmen regularly assigned in short pool operations (150 miles or less) will work or be available for work six (6) consecutive days (the work cycle) followed by two (2) consecutive rest days (rest cycle) that are designed to rotate.

Note: In the event the Company is considering establishing a Work/Rest Pool under the provisions of this Section 2 that have the potential of adversely affecting the earning ability of employees, such pool will not be established until the Division Manager, Labor Relations and the General Chairman have had an opportunity to review the operation and earnings for the employees affected.

- B. The observance of rest days by employees is mandatory.
- C. Trainmen will automatically be marked off for the rest cycle and automatically marked up for service at the conclusion of the two-day rest cycle.
- D. Rest cycles, referred to in paragraph A. of this Section 2, will begin and end at 0001 hours. Trainmen at the home terminal will be subject to call until 2200 hours of the sixth (6<sup>th</sup>) day of their work cycle.
- E. Upon completion of the rest cycle the employees will be marked up for call at the bottom of the pool standings in the order they were released from service. For Trainmen returning from rest cycles, calling time will begin at 2200 hours for 0001 hours on duty time.
- F. Any Trainman who arrives at the away from home terminal on the 7<sup>th</sup> day will deadhead to the home terminal in combination service.
- G. Trainmen who arrive at the away from home terminal on the sixth (6<sup>th</sup>) day will contact CMC prior to tying up. CMC will either:
  - 1. Place the Trainman first out behind a Trainman with the same set of rest days; or,
  - 2. Deadhead the Trainman to the home terminal in combined service.

Note: The application of this provision will not constitute a run-around claim but is intended, if possible, to avoid working Trainmen home on the seventh day.

- H. Trainmen arriving back at the home terminal after 0001 on the seventh day will begin their rest cycle in accordance with the RSIA-commencing with their off duty time, with a minimum of forty eight (48) hours.
- I. The TECS system showing rest cycles will be updated by the Company to now reflect the Six (6) and Two (2) Work/Rest cycle.
- J. The turns of Trainmen will be removed from the pool during the rest cycle.
- K. On the day preceding their scheduled rest cycle Trainman at the home terminal and is not called by 1200 for 1400 hours may contact Crew Management indicating their desire to be removed from the calling cycle in advance of their rest cycle. In the event the Company is unable to fulfill its manpower requirements the Trainman may be used in service, including other classes of service qualified for, that will go off duty at the home terminal. In the event Trainmen have previously scheduled commitments surrounding their assigned days off and require relief from this provision they will be required to arrange such through their Local Supervisor or CMC.

Note: The parties agree that the above paragraph is not intended to negatively affect manpower availability but to provide Trainmen an opportunity to meet specific commitments and minimize deadheading expense to the Company. In this regard the Union and the Company will monitor the application of this provision and in the event it is determined that manpower availability is adversely affected or deadhead expenses have increased, the parties agree to amend this provision to correct the situation.

- L. Trainmen will not be required or allowed to start or observe any portion of their two (2) day rest cycle at the away-from-home terminal.
- M. Trainmen available for 24-hours on any calendar day of their work cycle but not called and used will not break the continuity of the six (6) day work cycle. Trainmen in this situation will not be deprived of observing their two (2) day (48-hour) rest cycle.
- N. Trainmen in this pool service and on their work cycle will not be used in any other service, except as provided for in paragraph K, unless the vacancy fill procedures have been exhausted and will be made whole for any loss of earnings.

### **Self Supporting Pool [SSP]**

- O. When an open or vacant turn becomes first (1st) out and is called at the home terminal, it will be set aside and not filled from the extra board. The next rested and available pool Trainman in standing order will be called for that trip. If a turn that has been set aside has been claimed it will be placed at the bottom of the pool standing at the Home Terminal. When the incumbent of the vacant turn marks up this turn will also be placed at the bottom of the pool.

Note: An open turn is defined as unoccupied and available for bid. A vacant turn is defined as a turn that is occupied and the Trainman has marked off.

- P. When the pool is exhausted, an extra turn will be cut into the pool at the home terminal using the road extra board as the initial supply. The extra turn will take their turn at the away-from-home terminal and will be cut out after it works/deadheads to the home terminal.

Note: Self supporting pools will not be implemented at locations protected by non guaranteed extra boards without the concurrence of the General Chairman.

### **Exercising Seniority to Pool**

- Q. When the Six (6) and Two (2) Work/Rest cycle is initially implemented, Trainmen will be assigned two (2) consecutive days off beginning with turn #1 which will be assigned Saturday/Sunday turn #2 will be assigned Sunday/Monday etc., until all Trainmen in the pool have been assigned off days.

Note: CMC will review the assigned off day schedule with the respective Local Chairman's input and this schedule will be bulletined at the location ten (10) days in advance of the implementation of this agreement.

- R. Trainmen entering the pool after the implementation date will be required to claim an open turn. If an open turn does not exist, they would then displace the junior Trainman and assume the conditions of that position. Trainmen will not be permitted to exercise seniority within the pool they are working.

### **Section 3 First-in, and First-out**

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

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