AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC

(Formerly)
Baltimore & Ohio Railroad
Chesapeake and Ohio Railway Company
Clinchfield Railroad
Louisville and Nashville Railroad Company
Monon Railroad
Nashville, Chattanooga and St. Louis Railroad
Seaboard Coast Line Railroad
Consolidated Rail Corporation (Northern Region)

AND ITS

YARDMASTERS

REPRESENTED BY

UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

Governing the hours of service, working conditions

and

Rates of pay of Yardmasters

Effective

July 1, 2002
Dedicated to the Memory

Of

Jerry D. Martin
Assistant Director
United Transportation Union – Yardmaster Department

Jerry was a Yardmaster Representative for more than two decades. He was a strong advocate of the Interest Based Bargaining (IBB) process. His contributions to this Agreement were invaluable.
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ARTICLE 1
SCOPE AND DEFINITIONS

The provisions of this Agreement will govern the hours of service, working conditions and rates of pay of Yardmasters, at locations specified in Article 10. The term “Yardmaster” means all classes of Yardmasters as defined in Paragraph (c). The duties and responsibilities of Yardmasters include:

(a) Supervision over employees directly engaged in the switching, blocking, classifying and handling of cars and trains and duties directly incidental thereto that are required of the Yardmaster in a territory as designated by the Carrier. Within the designated territory, a Yardmaster must determine:

- Crews report for duty with prescribed number of employees at the appointed times;
- Employees properly discharge their duties;
- Trains are made up correctly and promptly moved at the times prescribed;
- Waybills or equivalents have been received and furnished together with any instructions concerning restricted cars or shipments;
- Cars and engines are handled carefully;
- And in conjunction with the foregoing, Yardmasters will plan, coordinate and effect economical operation, promoting full compliance with operating and safety rules.

(b) The term “Duly Accredited Representative” as used in this Agreement will be understood to mean the regularly constituted Committee, or any member or members thereof, or Officer of the United Transportation Union - Yardmaster Department.

(c) Definitions:

1. A Regular Assigned Yardmaster is an individual who holds a Regularly Assigned Yardmaster position.

2. A Relief Yardmaster is an individual who holds a regularly assigned relief Yardmaster position.

3. An Unassigned (Extra) Yardmaster is an individual who has acquired Yardmaster seniority under this Agreement but is not regularly assigned to a position thereunder.
4. A Substitute (Extra) Yardmaster is an individual who has been designated by bulletin notice to perform extra Yardmaster service but who has not yet acquired seniority under this Agreement.

5. A Guaranteed Extra Board Yardmaster is a Regular Yardmaster working under Addendum “G” of the CSXT System Agreement.

6. An Assistant Yardmaster is a former SCL Yardmaster working under the supervision of a Yardmaster in accordance with SCL Attachment 2.

7. A Chief Yardmaster is a Yardmaster working under Article 29 and Addendum H of this Agreement.

8. An Assistant General Yardmaster is a Yardmaster working under a special agreement which is detailed under Article 29 and C&O/L&N Attachment 2. The position of Assistant General Yardmaster is applicable on the former C&O property only, unless otherwise agreed to by the parties. This property is those locations listed in Seniority Regions 11, 12 and 12A listed in Article 10.

9. “Former Conrail” means the CSXT Northern Lines cover by Article 10 Seniority Regions 23 through 27. (See Side Letter No. 8 – Northern Lines)

ARTICLE 2
BASIC DAY, OVERTIME, STARTING TIME AND CALL

(a) Except as provided in paragraph (c) of this rule, eight (8) consecutive hours or less shall constitute a day’s pay.

(b) All time in excess of eight (8) hours in any twenty four (24) hour period will be paid at the rate of time and one-half, except that this will not apply where two (2) shifts are worked during a twenty-four (24) hour period in the exercise of seniority or in the filling of a relief assignment, nor to Unassigned, Substitute, Assistant Yardmasters, or Guaranteed Extra Board Yardmasters where there is a definite break of time between the two (2) tours of duty.

(c) When a Yardmaster on duty is relieved for personal reasons, sickness, or other causes, he will be paid actual time from time reporting for duty to time relieved, the Yardmaster relieving him will be paid not less than a basic day. Regularly Assigned Yardmasters used to relieve in this manner on a rest day or outside assigned hours will be paid not less than a basic day at the rate of time and one-half.

(d) Yardmasters regularly assigned will have a designated time and place to go on duty and will be relieved at the starting point. No regular shift will begin work between the hours of 0000 (midnight) and 0600 unless mutually agreed to in writing between the General Chairperson and the Carrier.
(c) When a Regularly Assigned Yardmaster is forced to work a Yardmaster position other than his regularly assigned position on the same shift, he will be compensated for that shift at the rate of time and one-half. (See Side Letter No. 12 – Northern Lines)

(f) When a Regularly Assigned Yardmaster is forced to work a Yardmaster position other than his regularly assigned position on a different shift, he will be compensated eight (8) hours straight time for the regularly assigned position and eight (8) hours straight time for the position worked.

(g) Guaranteed Extra Board Yardmasters not used on the position for which the call was given will be compensated for service on that shift at the rate of time and one-half, except in the case of an incorrect location of a vacancy given on the call or in instances when the GEB Yardmaster is trained on that shift on a position for which he is not qualified.

Examples: (1) Tower “A” has a vacancy on first shift and Tower “B” is filled by the incumbent on first shift. The first out GEB Yardmaster was called to fill a first shift vacancy in Tower “B”. GEB Yardmaster was notified on arrival to report to Tower “A” where the vacancy exists. Proper payment for the GEB Yardmaster is straight time.

(2) Tower “A” has a vacancy on first shift and Tower “B” has a vacancy on first shift. The first out GEB Yardmaster selected the vacancy in Tower “A” and the second out GEB Yardmaster was called for a vacancy in Tower “B”. On arrival, the two GEB Yardmasters were instructed to report to the other Tower to fill the vacancy. Each GEB Yardmaster would be entitled to the payment of time and one-half for their tour of duty on first shift.

(h) When a Yardmaster works sixteen (16) consecutive hours, he will not lose the earnings of his next assigned Yardmaster shift due not having eight (8) hours rest or rest as specified by the Hours of Service.

(i) Yardmasters called and reporting for duty and not used, for any reason other than their own, shall be paid for all time held on duty at pro rata rate, but in all cases they will be paid at least three (3) hours. If this call results in actual loss of time, the Yardmaster affected will be paid for actual time lost less the amount received for the call. If held more than eight (8) hours they will be paid at overtime rate for time held exceeding eight (8) hours.

(j) Any Yardmaster called for any reason (except for a call to come to work) will receive 2 hours pay at time and one-half rate of pay.

(k) Yardmasters will be called for extra and overtime service at least two (2) hours prior to the on-duty time of the position to be filled.

(l) Any extra Yardmaster service must be protected in the following order of preference: (1) Guaranteed Extra Board Yardmasters, (2) Unassigned (extra) Yardmasters, (3) Substitute (extra) Yardmasters and (4) regularly assigned Yardmasters. When it is necessary to
use a regularly assigned Yardmaster, they must be called in seniority order at the rate of time and one-half. (See Article 3, Section (e) for calling procedures for calling regular assigned Yardmasters.)

(m) Yardmasters will not be permitted to "trade" positions.

ARTICLE 3
FIVE DAY WORK WEEK

(a) The Carrier may not reduce a Yardmaster assignment to fewer than five (5) days per week except as provided in Article 4.

Two regular rest days each week, designated by the Carrier, shall be assigned to each position. Consistent with requirements of the service, due regard shall be given to the preference of the Regularly Yardmasters, in seniority order, in fixing the rest days for their positions.

Such assigned rest days shall be the same days each week and shall be consecutive (does not apply to GEB).

(b) In application of paragraph (a), terminals where one (1) or two (2) Yardmaster locations (desks) are regularly assigned, rest days will be selected in seniority order. In terminals where there are three (3) or more Yardmaster locations (desks), rest day selection will be made in seniority order by the Yardmasters in groupings of three (3) locations. Selections will be made consistent with the requirements of service, except that two (2) tag (open) days will not be permitted on the same shift. Grouping of desks will be made by Agreement between the Local Chairman and Local Carrier Officer. Failure to reach agreement on the groupings, the issue will be resolved by Agreement between the General Chairman and the Highest Designated Officer. (See Side Letter No. 7, Northern Line.)

Example: Regularly Assigned Yardmasters at a terminal with three (3) or more locations (desks) may be placed in groups of three (3) desks in selection of rest days. "Groups of three (3) desks" means that up to twelve (12) Yardmasters will be grouped in selecting their rest days in seniority order. Additional locations (desks) at that terminal may be grouped in the same manner.

(c) Regularly Assigned Yardmasters required to perform service on either or both of the rest days assigned to their positions, or on shifts outside their regular assigned hours, will be paid therefor at the rate of time and one-half, except as provided in Article 2(f).

Note: Service as used in Paragraph (c) above means; Carrier required reporting for but not limited to: Rule classes, training, meetings and etc.

(d) The term "work week" for Guaranteed Extra Board, Unassigned or Substitute Yardmasters shall mean a period of seven (7) consecutive days starting with Saturday, except for New York State (See Side Letter No. 9, Northern Lines.)
(e) Guaranteed, Unassigned, and Substitute Yardmasters shall be paid at the time and one-half rate for work performed in excess of five (5) straight time days in the work week. A shift worked at the time and one-half rate will not be considered as a "start". Guaranteed, Unassigned or Substitute Yardmasters will not have the right to claim work in excess of five (5) straight time days in his work week, except as provided herein. Where Extra Yardmaster service is required and there are no Guaranteed, Unassigned or Substitute Yardmasters in the terminal who could perform the work at pro rata rate of pay, the senior qualified Regularly Assigned Yardmaster or Yardmasters in the terminal will be called in seniority order unless they have signified in writing their desire not to be called. However, Regular Assigned Yardmasters will not be used for more than one extra shift on a calendar day if another Regularly Assigned Yardmaster is available. If such Regularly Assigned Yardmaster is not available, then the senior available qualified Unassigned and/or Substitute Yardmaster in the terminal will be called at the time and one-half rate. The order of calling Substitute Yardmasters will be either the date of the bulletin awarding such position or the date they first performed service on their own with the latter date having preference.

1. In case a Yardmaster refuses an overtime call for any position or cannot be located within two (2) hours of the starting time of the position, he will not be called for overtime for a period of sixteen (16) hours from starting time of the position for which called and will not be used for overtime work, except when there is absolutely no one else available.

2. When Unassigned or Substitute Yardmasters are used to fill vacancies, the following will govern:
   
i. Agreement calling procedures must be exhausted prior to utilizing the provisions of paragraphs (ii) and (iii) below.

   ii. Unassigned or Substitute Yardmasters may be held off their basic craft prior to a Yardmaster vacancy when no other Yardmaster will be available to fill the vacancy.

   iii. In the event Unassigned or Substitute Yardmasters are held off from a position in their basic craft by the Carrier to fill Yardmaster vacancies, they will be compensated for the lost day(s). Compensation for the lost day(s) will be one straight time day at the (currently Group 2) rate for each calendar day lost.

(f) The term "rest days" as used in this Agreement means for a Regularly Assigned Yardmaster seventy-two (72) hours, and for a Regularly Assigned Relief Yardmaster (who performs five (5) consecutive days Yardmaster service) fifty-six (56) hours, shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to Yardmasters exercising seniority.

(g) Nothing in this Agreement shall be construed to require the filling of an assignment on the rest days of the Regularly Assigned Yardmaster where the work can be absorbed by other Yardmasters then on duty, at that location as defined in Article 10.
(h) The rest day(s) of Guaranteed, Unassigned and Substitute Yardmasters need not be consecutive.

(i) Any tour of duty worked by a Substitute or Unassigned Yardmaster in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this Agreement.

ARTICLE 4
RELIEF ASSIGNMENTS

(a) Where relief requirements regularly consist of five (5) days work per week, relief Yardmaster positions will be established and filled in accordance with Article 14. Assignments for regular relief positions may on different days include different starting times, duties and work locations at the terminal.

(b) Where relief requirements regularly consist of four (4) days work per week, relief Yardmaster positions providing for four (4) days work per week, may, by Agreement with the General Chairman having jurisdiction at the location, be established and filled in accordance with Article 14. Yardmasters assigned to such positions will have preference over extra Yardmasters for available extra work covered by this Agreement to the extent of one day per work week. (See Side Letter No. 10 – Northern Lines)

ARTICLE 5
POSITION TRANSFER

A Regularly Assigned Yardmaster transferring from one regular position to another regular position assumes the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position.

ARTICLE 6
RATES OF PAY

(a) Yardmasters will be paid, on a daily basis, the rates as specified in the Rate Tables.

(b) The straight time hourly rate shall be determined by dividing the daily rate by 8.

(c) Cost-of-Living Allowance (COLA) wage adjustments, while such rates remain in effect on such basis, shall be made on the basis of 200 hours per month.

(d) When a Regularly Assigned Yardmaster performs service in another craft or class of service, other than his regular duties, the rate of pay will be not less than his regular rate of pay for days so used.
NOTE: Yardmasters will not be used in another craft when a member of that craft is available. Use will be only in a bonafide emergency situation or imminent operational shut down. If so forced, the Yardmaster will be compensated in accordance with Article 2 (e) and (f). (Note does not apply to Northern Lines.)

(e) Rates of new positions will be fixed according to the scope and responsibility of positions in the territory where created.

(f) Employees entering service on positions covered by this Agreement shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

1. For the first twelve (12) calendar months of employment, new employees will be paid 75% of the applicable rates of pay (including COLA).

2. For the second twelve (12) calendar months of employment, new employees will be paid 80% of the applicable rates of pay (including COLA).

3. For the third twelve (12) calendar months of employment, new employees will be paid 85% of the applicable rates of pay (including COLA).

4. For the fourth twelve (12) calendar months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA).

5. For the fifth twelve (12) calendar months of employment, new employees will receive 95% of the applicable rates of pay (including COLA).

6. Employees who have had an employment relationship with the Carrier and are rehired will be paid at established rates after completion of a total of sixty (60) months combined service.

7. Service with the Carrier in a craft represented by another Organization will also be included in determining periods of employment under this Article.

8. An employee who had a previous employment relationship as a Yardmaster with a Carrier and is subsequently hired by another Carrier shall be covered by this Article. However, such employees will receive credit towards completion of the sixty (60) month period for any month in which compensated service was performed as a Yardmaster provided that such compensated service last occurred within one year from the date of subsequent employment.

9. Any calendar month in which an employee does not render compensated service due to furlough; voluntary absence, suspension, or dismissal will not count toward completion of the sixty (60) month period.

(Article III - Rate of Progression - June 15, 1987 National Agreement)
(g) Effective May 8, 1996 an employee employed by a Carrier on the date of this Agreement who become subject to Article III - Rate Progression of the June 15, 1987 National Agreement shall have his position on the rate progression scale adjusted to the next higher level upon promotion to Yardmaster. Such an employee who has already been promoted to Yardmaster shall have his position on the rate scale adjusted to the next higher level effective date of this Article.

(h) The next adjustment to an employee's position on the rate progression after the adjustment specified in subsection (a) of this Section shall be made when such employee completes twelve (12) calendar months of employment (as defined by the aforementioned Article III, Section 1) measured from the date on the rate progression scale provided pursuant to subsection (a) of this section.

(i) Local rate of progression rules applicable on a carrier that is not covered by the aforementioned Article III are hereby amended in the same manner as provided in Section 1.

Q. What constitutes "promotion to Yardmaster" as contained in Document B", Article VI – Rate Progression - Section 1?
A. For application of this rule, when an employee has been qualified to work a Yardmaster position.

Q. An 80% entry rate employee promoting to conductor March 1, 1996 immediately elevates the 85% entry rate. On his/her July 1, 1996 hiring anniversary date does the entry rate of that employee increase to 90%?
A. No, The employee goes to 90% on July 1, 1997.

ARTICLE 7
CLASSIFICATION

(a) No change in the title of Yardmaster shall be made for the purpose of reducing the rate of pay of a position unless there is a change in its duties and responsibilities.

(b) When the duties and responsibilities of a Yardmaster position are changed, necessary adjustment in the rate of pay will be agreed to between the Highest Designated Officer and the General Chairman of jurisdiction within thirty (30) days of the date of change.

ARTICLE 8
PAYROLL DIRECT DEPOSIT

It is agreed that each Yardmaster's pay will be made through direct deposit to the financial institution of the employee’s choice or by direct mail to the Yardmaster’s address on file with the Carrier. Direct Deposit will be handled in accordance with the Rules and Regulations set by the National Automatic Clearing House Association (NACHA). Direct mailing of payroll checks will be handled in accordance with the current CSXT mailing policy.
Each Yardmaster covered by this agreement shall provide the necessary information to implement the direct deposit of their payroll check within sixty (60) days following ratification. Yardmasters failing to timely supply the necessary information for direct deposit will be put on direct mailing. Employees entering the Yardmaster craft will be permitted sixty (60) days to exercise their option as stated above.

**ARTICLE 9**

**PROGRAMMING**

Yardmasters may be required to program work to be performed by crews at a time when no Yardmaster is assigned to be on duty or called for duty. It is understood and agreed that programming will not result in the abolishment, failure to call an Extra Yardmaster or failure to establish a Yardmaster position when appropriate. Programming will be governed by the following:

(a) Yardmasters required to program instructions for the subsequent shift, immediately following the assigned off duty hours of the Yardmaster issuing the instructions, will be compensated one hour additional pay at the pro rata rate. Payments made under this Article will not be incorporated in the daily rate of pay of the position but will be increased by future wage increases.

(b) Programmed instructions will be in writing and will be restricted to the assigned territory supervised by the Yardmaster during the work week.

(c) Programmed instructions for crews to complete will not exceed four (4) moves and may include a pick/up, a set/off, set/out an engine and/or a shop car. Programmed instructions do not include switching and classification of trains and cars.

Note: If a train sets off on one track, picks up from another track, sets off an engine and picks up an engine, this is considered four (4) moves. A pick up or set off which involves more than one track strictly account of track capacity is considered one move.

(d) At any current or future location where there is less than 24/7 Yardmaster coverage this Article will be in effect. At locations where there is less than 24/7 coverage the Yardmaster will be required to program any instructions as prescribed in this Article. Before going off duty, Yardmasters will check with the applicable Supervisor(s) as to what programmed train activity, if any, there will be at the location under their jurisdiction for any subsequent eight (8) hours or less period(s) when there will be no Yardmaster on duty. After receiving such information, they will issue the programmed work. The Yardmaster will note the Supervisor(s) they contacted for train activity movements necessitating programmed instructions.

The Yardmaster will provide a copy of the instructions to the appropriate employee and retain a copy on file. A Yardmaster may be required to leave a yard situation report, but that will not be considered programmed work. Yardmasters required to program more than four (4)
moves will be allowed eight (8) additional hours pay.

(e) Changing of the programmed instructions that fall within the parameters of four (4) moves will result in the payment of three (3) hours pro rata rate to the Yardmaster issuing the programmed instructions.

(f) Changing of the programmed instructions that exceed the parameters of four (4) moves will result in the payment of eight (8) additional hours pay to the Yardmaster who prepared the original programmed instructions.

(g) Current locations maintaining Yardmaster positions with less than a twenty-four (24) hours/seven (7) days a week operation are:

Akron, OH
Aliquippa, PA
Ashtabula, OH
Atkinson, KY
Bailey Avenue
Bowling Green, KY
Bruceton, TN
Buffalo, NY
Cedar Hill, CT
Cincinnati, OH (Industrial)
Decatur, AL
Decatur, IL
East Saint Louis, IL (Cone Yard)
Erie, PA
Etowah, TN
Florence, SC
Fostoria, OH
Ft. Wayne, IN
Gadsden, AL
Hagerstown, MD
Louisville, KY (Mapother Yard)
Manville, NJ
Marion, OH
Neville Island, PA
New Haven, CT
Port Huron, MI
Readville, MA
Rochester, NY
Thomasville, GA
Washington, DC (Bennings Yard)

(h) Yardmasters required to program instructions for more than one (1) shift
following a tour of duty, in accordance with (b), (c) and (d) above, will be compensated one additional hour pay at the pro rata rate for each shift programmed. Programmed shifts need not be consecutive. Payments provided in paragraphs (e) and (f) above will be applicable to each shift under this paragraph. Payments made under this Article will not be incorporated in the daily rate of pay of the position but will be increased by future wage increases.

(i) Payments made under paragraphs (a), (e) and (f) will be made to the Yardmaster who issued the programmed instructions or who worked the shift immediately preceding the period no Yardmaster is on duty.

Q. How is the term “crews” defined as used in this Article?
A. Through freights, local crews, road switchers, mine runs, passenger crews and industrial crews.

Q. What are the changes in “programmed instructions” that do not result in a penalty payment?
A. Changes in instructions that are a direct result of track or switch failure, i.e., broken switch point, broken rail, derailment, switch malfunction.

ARTICLE 10
REGIONAL SENIORITY, DISPLACEMENT RIGHTS AND BULLETINS

SECTION 1

(a) Existing seniority districts will be consolidated into Regions as listed below:

FORMER B&O TERRITORY

Region 1

Philadelphia, PA
Baltimore, MD
Brunswick, MD
Wilmington, DE
Jessup, MD
York, PA**
Washington, DC

Region 2

Cumberland, MD
Martinsburg, WV**
Elkins, WV**
Keyser, WV**
Hagerstown, MD
Region 3

Grafton, WV
Clarksville, WV**
Fairmont, WV**
Parkersburg, WV

Region 4

Brooklyn Jct., WV
Holloway, OH**
Lorain, OH**
Wheeling Terminal, WV**

Region 5

Pittsburgh, PA
Neville Island, PA
Aliquippa, PA
Connellsville, PA
Johnstown, PA**
Somerset, PA**

Region 6

New Castle, PA
Painesville, OH**
Akron, OH
Cleveland/Parma, OH
Willard, OH
Youngstown District, OH**
DeForrest Jct./Goodman, OH

Region 7

Lima, OH
Dayton, OH**
Hamilton/Middletown, OH
Indianapolis, IN
South Anderson, IN
Avon, IN
Decatur, IL
South Dayton, OH**
Region 8

Cincinnati, OH
Queensgate, OH
Mansfield, OH**
Newark, OH**
Zanesville, OH**
Chillicothe, OH**

Region 9

East Saint Louis, IL
Flora, IL**
North Vernon, IN**
Washington, IN**
Danville, IL

Region 10

Garrett, IN
Ft. Wayne, IN
Chicago, IL

Region 10A

Buffalo, NY**
Butler, PA**
East Salamanca, NY**
Punxsutawney, PA**
Rochester, NY**

Former C&O, L&N, CRR, NCStL and MON

Region 11

Saginaw, MI
Plymouth, MI
Dearborn, MI
Flint, MI**
Grand Rapids, MI
Port Huron, MI
Toledo, OH
Fostoria, OH
Ludington, MI**
Muskegon, MI**
Region 12

Columbus, OH
Marion, OH
Peru, IN**
Huntington, WV

Includes the following locations:
- Peach Creek, WV
- Hinton, WV
- Elk Run, WV
- Charleston, WV
- St. Albans, WV
- Quinnimont, WV
- Newport News, VA
- Richmond, VA (Fulton Yard)
- Lynchburg, VA
- Gladstone, VA
- Covington, VA
- Handley, WV

Russell, KY
Shelby, KY
Martin, KY
Paintsville, KY**
Ashland, KY**
Danville, WV

Region 12A

Richmond, VA (Acca Yard)

Region 13

Lafayette, IN
Bloomington, IN**
Evansville, IN
Atkinson, KY
Louisville, KY

Region 14

Corbin, KY. Consolidated Office

Includes these locations:
- Knoxville, TN
- Ravenna, KY
- Hazard, KY
- Lexington, KY
- Loyall, KY
- Corbin, KY

Etowah, TN
Erwin, TN
Kingsport, TN
Chattanooga, TN
Spartanburg, SC**
Forrest City, NC**
Dante, VA**
Region 15

Nashville, TN
Bowling Green, KY
Bruceton, TN
Memphis, TN

Region 16

Birmingham, AL
Gadsden, AL
Decatur, AL
Montgomery, AL

Region 17

Mobile, AL
New Orleans, LA
Pensacola, FL

FORMER SCL PROPERTY

Region 18

Rocky Mount, NC
Petersburg, VA**
Charlotte, NC
Hamlet, NC
Monroe, NC**
Wilmington, NC

Region 19

Columbia, SC
Charleston, SC
Florence, SC
Greenwood, SC
Augusta, GA

Region 20

Waycross, GA
Atlanta, GA
Savannah, GA
Thomasville, GA
Region 21

Jacksonville, FL
  Moncrief
  Baldwin
  Duval Ramp

Region 22

Tampa, FL
Rockport, FL
Winston, FL
Hialeah, FL
Lakeland, FL**

FORMER CONRAIL TERRITORY

Region 23

Elizabeth, NJ**
Hunts Point, NY**
Manville, NJ
North Bergen, NJ
Oak Point, NY
South Kearney, NJ

Region 24

Abbot Road Yard, NY**
Albany (Selkirk), NY
Burrows Lot Yard, NY**
Buffalo (Frontier), NY
Kenmore, NY**
Niagara Falls, NY
Rochester, NY
Seneca, NY
Stock Yard, NY**
Syracuse (DeWitt), NY
Watertown, NY**
West Albany, NY**
Region 25

Boston (Beacon Park), MA
Cedar Hill, CT
Framingham, MA
Hartford, CT**
New Haven, CT**
Readville, MA
West Springfield, MA
Worcester, MA

Region 26

Cleveland, OH
Collinwood
Van Site
Eric, PA
Marcy Yard, OH**

Region 27

Ashtabula, OH
Painesville, OH**

** = Locations where Yardmasters have been employed, but are not currently employed.

(b) A master roster for each consolidated Region will be created by consolidating the names of Yardmasters on the former districts by dovetailing their seniority dates. This Region seniority shall govern their standing for all Yardmaster service, except within their prior rights district. In the event two or more employees have the same seniority date, their standing shall be determined first by their seniority date in their prior craft, second, last hire date on CSXT and third, by whose birth date comes earliest in a calendar year. Present seniority rosters shall be maintained until deleted through attrition.

(c) Yardmasters holding seniority on each of the separate seniority districts on the effective date of the consolidated Regions will establish prior rights to positions on their former seniority districts, and shall be referred as prior rights Yardmasters.

NOTE: Prior rights do not apply to former B&O and B&OCT property in Regions 1 through 10A.

(d) Prior rights may be exercised on any position within the prior rights district. Region seniority acquired under this Agreement may be exercised on any position in the consolidated Region.
(e) Yardmasters who establish seniority after the effective date of the consolidation will be added to the bottom of the Region roster and will be referred to as common rights Yardmasters.

(f) When vacations are assigned, Yardmasters working in their prior rights district will be assigned vacation periods according to their prior rights seniority dates. Yardmasters working outside of their prior rights district will be assigned vacation periods according to their Region seniority date. Length of vacation period will be determined by the Yardmasters’ years of continuous service with the Carrier.

SECTION 2

(a) Seniority rosters as presently established shall remain in effect as provided in Section 1(a) of this Article. Yardmasters will acquire seniority after performing sixty (60) shifts of Yardmaster service and seniority shall then date from the first day worked of the sixty (60) shifts. First day of “Yardmaster service” is defined as the first full shift worked after having been qualified to work unassisted as Yardmaster. If Substitute Yardmasters decline to accept service as Yardmasters for any reason they shall forfeit their rights under this cumulative period and will be notified in writing accordingly by proper officer with copy to the Local Chairman and General Chairman. If Substitute Yardmasters miss a call without a legitimate reason, i.e., illness which can be documented by a doctor’s excuse, vacation, personal leave day, bereavement leave, jury duty, filling official positions, six (6) times in a calendar year they shall forfeit their rights under this cumulative period and will be notified in writing accordingly by proper officer with copy to the Local and General Chairman.

If two Substitute Yardmasters perform their first day of “Yardmaster service” on the same date, seniority standing shall be determined first by their seniority date in their prior craft, second last hire date on CSXT and third, by whose birth date comes earlier in a calendar year. (Amendment of this Section 2 (a) becomes effective on the effective date of the agreement.)

(b) Yardmasters having established seniority under this article must thereafter protect all Yardmaster service available to them in the terminal where working or forfeit rights under this Agreement, likewise Unassigned and Substitute Yardmasters must protect all Yardmaster service available to them in the terminal where working, or where furloughed. If Unassigned or Substitute Yardmasters miss a call without a legitimate reason, i.e., an authorized leave of absence, illness which can be documented by a doctor’s excuse, vacation, personal leave day, bereavement leave, jury duty, filling official positions, six (6) times in a calendar year they shall forfeit all rights under this Agreement. If Unassigned or Substitute Yardmasters decline to accept service as Yardmaster for any reason they shall forfeit all rights under this Agreement. Such Unassigned or Substitute Yardmasters who forfeit their seniority for missing calls or for declining service will be notified in writing accordingly by proper officer with copy to Local and General Chairman. (See Side Letter No. 4, Northern Lines)
If a Regular or Unassigned Yardmaster for any reason gives up his seniority as a Yardmaster he will not again be allowed to work as a Substitute Yardmaster for a period of twelve (12) months except by Agreement with the General Chairman.

A Substitute Yardmaster disqualified for any reason under the 60-day provisions of this Agreement, will not again be allowed to work as a Substitute Yardmaster for a period of twelve (12) months except by agreement with the General Chairman.

When Substitute Yardmasters are needed a bulletin shall be posted advertising therefor. The successful applicants will be required within sixty (60) days from date of awarding bulletin to qualify on all Yardmaster positions located at the points specified in the bulletin. (Qualifying time may be extended by mutual agreement between Carrier and General Chairman.)

An employee must be a Substitute Yardmaster before being able to work any Yardmaster position. The number of Unassigned or Substitute Yardmasters at each point shall be determined by the number of Regularly Assigned positions, that is, a ratio of one (1) Substitute Yardmaster for each four (4) Regularly Assigned positions, or fraction thereof. Any temporary vacancy or extra service for Yardmaster must be protected by employees holding seniority as Yardmasters but not working as such, by Substitute Yardmasters as established by bulletin, or Regularly Assigned Yardmasters.

EXAMPLE: If there were eight (8) regular assignments at a terminal and two (2) Unassigned Yardmasters, the two (2) Unassigned Yardmasters would stand for the extra work and be called in their seniority order and availability, except as provided in the third paragraph of Article 3(b). If the number of regularly assigned positions should be reduced from eight (8) to seven (7), the three Unassigned Yardmasters would stand for the extra Yardmaster work in their seniority order.

EXAMPLE: If there were eight (8) regular assignments at a terminal and no Unassigned Yardmasters as defined in Article 1, but there were two Substitute Yardmasters, in the event that the number of regular assignments be reduced by one (1), resulting in the junior regularly assigned Yardmaster becoming an Unassigned Yardmaster, then the Substitute Yardmaster last assigned as such would be removed from the list of those eligible to perform extra Yardmaster service.

Except when prohibited from working his regular assignment in another craft due to the Hours of Service Law, or filling temporary official position, if an Unassigned or Substitute Yardmaster marks off or misses call for a Yardmaster assignment for any reason he shall not be used as a Yardmaster for sixteen (16) hours from the starting time of the position for which he was called.

If an extra Yardmaster is marked off in his basic craft to perform service as Yardmaster or to fill a temporary official position, he will be considered automatically marked back up in his basic craft at the conclusion of that tour of duty, and will be considered available for subsequent Extra Yardmaster service in accordance with the rules of the Agreement without the
requirement that he first perform service in his basic craft. However, if such Extra Yardmaster requests to remain marked off or marks off for any other reason, he will be required to mark back up and work in his basic craft before he will again be considered available for Extra Yardmaster service.

(c) Local Chairman and General Chairman will be advised promptly of all employees who acquire or forfeit seniority under this Article.

(d) Yardmasters now filling or hereafter promoted to official positions with CSXT or the United Transportation Union will retain and accumulate their seniority as Yardmasters, consistent with the Maintenance of Membership requirements. In the event they voluntarily or involuntarily vacate such positions they will be permitted to exercise their seniority rights, provided they do so within fifteen (15) days from the date vacated.

(e) A Yardmaster training for or accepting a Train Dispatcher position after the effective date of this Agreement, shall retain and accumulate seniority in the seniority region of the last regular Yardmaster position held and shall be subject to the Maintenance of Membership requirements of the Union Shop Agreement in order to retain and accumulate Yardmaster seniority. Maintenance of Membership is payable to the Committee having jurisdiction over the seniority region in which seniority is retained and accumulated. Accepting an official position from a Train Dispatcher position does not negate the Maintenance of Membership requirements of this paragraph.

The Carrier will not permit a Yardmaster to accept Train Dispatcher training, unless the one to four ratio is maintained in that terminal.

(f) A Yardmaster promoted, from a former B&O agreement territory, to a non-contract position or placed on a special assignment with CSXT or its wholly owned subsidiaries prior to December 1, 1988, shall retain and accumulate seniority in the seniority district from which promoted or assigned. A Yardmaster promoted on or after December 1, 1988, shall be subject to the Maintenance of Membership requirements of the Union Shop Agreement in order to retain and accumulate Yardmaster seniority.

(g) A Yardmaster promoted, from a former C&O, CCR, L&N, Monon, or NC&StL territory, to a non-contract position or placed on a special assignment with CSXT or its wholly owned subsidiaries prior to February 1, 1997, shall retain and accumulate seniority in the seniority district from which promoted or assigned. A Yardmaster promoted on or after February 1, 1997, shall be subject to the Maintenance of Membership requirements of the Union Shop Agreement in order to retain and accumulate Yardmaster seniority.

(h) A Yardmaster promoted, from the former SCL territory, to a non-contract position or placed on a special assignment with CSXT or its wholly owned subsidiaries prior to January 1, 1999, shall retain and accumulate seniority in the seniority district from which promoted or assigned. A Yardmaster promoted on or after January 1, 1999, shall be subject to the Maintenance of Membership requirements of the Union Shop Agreement in order to retain and accumulate Yardmaster seniority.
(i) A Yardmaster promoted, from former Conrail territory, to an official position or placed on a special assignment by the Carrier prior to April 1, 1976, shall retain and accumulate seniority in the seniority district from which promoted or assigned. A Yardmaster promoted on or after April 1, 1976, shall be subject to the Maintenance of Membership requirements of the Union Shop Agreement in order to retain and accumulate Yardmaster seniority.

ARTICLE 11
DISPLACEMENT RIGHTS

(a) Yardmasters who may be displaced for any reason must exercise their seniority rights within three (3) days from date displaced. If a Yardmaster is off with a legitimate excuse as outlined in Article 10, Section 2(b), the three (3) day displacement period will begin at the time the employee returns to service. However, a Yardmaster may exercise seniority rights not in connection with force reductions or displacements, etc., give up one position for another provided the move is made on the first day of the month when not fewer than two (2) days advance notice is given and the position selected must be held for thirty (30) days before again being allowed to exercise in this manner. (For former B&O application see B&O Attachment 11.)

Examples when displacement rights are granted:

1. When a Yardmaster's position is abolished.

2. When displaced by a senior Yardmaster from the position to which assigned.

3. When a Yardmaster returns to active service from an official position.

4. When a Yardmaster returns to active service from leave of absence, sickness or disability that has existed for a period of thirty (30) days or more.

5. When the General Chairman establishes that a substantial change is made the territory of an assignment.

6. When the starting time of an assignment is changed by one hour or more, except where such change is due to Daylight Saving Time.

7. When change is made in the rate of pay of the assignment, except a change resulting from the application of a general wage increase.

8. When change is made in the classification of the position.

9. When change is made in the assigned rest days of the position.

NOTE 1: In the application of this Article 11, a Yardmaster may remain on his position until physically displaced therefrom following which he will have three
(3) days in which to exercise his seniority rights as set out above; however, a Yardmaster who has been displaced may be held on his former position up to fifteen (15) working days.

NOTE 2: A displaced Yardmaster with seniority sufficient to hold a regularly assigned position in the terminal where displaced who fails to exercise seniority within the allotted three (3) days will be automatically assigned to the position held by the junior Regularly Assigned Yardmaster at that terminal. The Carrier will notify the two affected Yardmasters.

(b) Yardmasters who are displaced and/or exercise seniority to a position within thirty (30) miles from their previous work location or within the same terminal will be paid for training as provided below:

(i) Up to five (5) days training will be paid on a position that has been previously worked,

(ii) Up to fifteen (15) days training will be paid on a position that has never been previously worked.

The number of paid training days provided in this paragraph will be assigned by local Carrier officers pursuant to (i) and (ii). Any increases in the number of training days will be made by mutual agreement between the General Chairman and local Carrier officials.

(c) (Northern Lines, only) When a Yardmaster becomes entitled to displace another Yardmaster by the exercise of his seniority, he shall exercise seniority within three (3) calendar days. Failure to exercise seniority to any position headquartered within (30) miles of the point where he last worked as a Yardmaster, shall result in forfeiture of all Yardmaster seniority under this Agreement. If he presents evidence to his employing officer that extenuating circumstances prevented the exercise of seniority, the three (3) calendar days specified above shall be extended proportionately to the extent of his absence on account of such circumstances.

(d) If a Regular Yardmaster is required to qualify account of having been displaced, or if it is necessary for him to qualify over territory added to his region, he will be compensated at the rate of position last worked, for a period of time to be determined by the proper officer.

(e) A Regularly Assigned Yardmaster claiming a vacancy at another terminal within his seniority region must be senior to all Unassigned Yardmasters in that terminal.

(f) Any vacancy remaining unfilled as a result of a Regularly Assigned Yardmaster exercising displacement rights under this Article will be advertised in accordance with provisions of Article 14.

(g) Yardmasters unable to hold a regular position in their home terminal who voluntarily elect to make a displacement or claim a vacant regularly assigned Yardmaster
position within their seniority region to locations more than thirty (30) highway miles from their previous work location or from their place of residence and will be entitled up to thirty (30) shifts of paid training. The training time may be extended by mutual agreement between the Carrier and the General Chairman.

(h) Yardmasters relocating under this Article in excess of fifty (50) miles will receive in addition to (g):

(i) Seven (7) days lodging at a crew facility or similar facility at the new location. If the Carrier is unable to provide lodging, the Yardmaster will be reimbursed for documented lodging expense incurred for seven (7) days at the new location.

(ii) This relocation benefit is payable only once in an eighteen (18) month period. In instances when employment levels change or a shortage of Yardmasters occurs at a location, the eighteen (18) month restriction may be waived for otherwise eligible applicants by Carrier notification to the General Chairman holding jurisdiction for the seniority region.

**ARTICLE 12**

**REDUCTION IN FORCE**

(a) In the event the Carrier decides to abolish a Yardmaster position covered by the rules of this Agreement, the Carrier will notify the General Chairman by telephone (confirmed in writing) or telegram not less than ten (10) calendar days prior to the effective date of abolishment. During this ten day period, the Carrier will notify the Yardmaster(s) whose position(s) is being abolished at least forty-eight (48) hours in advance of the effective date and time of the abolishment. If requested by the General Chairman, the representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing such abolishment.

Nothing in this Article shall affect existing rights of either party in connection with abolishing Yardmaster positions. The provisions of Article 12(b) are not affected by the provisions of this article.

(b) Rules, Agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (c) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.
(c) Rules, Agreements or practices, however established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

(d) In the event of reduction in force, Yardmasters will be furloughed in accordance with their seniority. When forces are increased, they shall be returned to service in the order of their seniority. Yardmasters desiring to avail themselves of this rule must file their addresses with the proper official, in writing, at the time of reduction, advise promptly of any change in address and renew address each ninety (90) days.

ARTICLE 13
FAILURE TO RETURN TO WORK

Yardmasters failing to file or renew their address as provided in Article 12 will be dropped from the Yardmasters' seniority roster. With the exception of cases involving personal illness or personal injury, suspension or dismissal, Yardmasters who fail to respond to recall to service on a regular position within fifteen (15) days after being notified by Certified Mail or telegram sent to last address given, will be dropped from the Yardmaster roster and General Chairman will be notified in writing.

ARTICLE 14
BULLETINING NEW POSITIONS

New positions or vacancies known to be of more than thirty (30) days' duration, other than those caused by a vacation, will be bulletined by the employing officer within seventy-two (72) hours of the Carrier's knowledge of the existence of such vacancy, for five (5) days. Applications, in triplicate, bearing the personal signature of the applicant, must be filed with the employing officer within five (5) days from date of bulletin; one copy will be sent direct to the Local Chairman and General Chairman by the applicant and two copies to the designated Carrier Officer, who will return one copy to the applicant before advertisements close. Ability and fitness being sufficient, seniority shall prevail. Applications may also be submitted through the Carrier's computer system, presently JBID.

Examples requiring the bulletining of a regular position:

1. When the General Chairman establishes that there is a substantial change in the territory supervised.

2. Change of one (1) hour or more in the starting time (not including changes incident to Daylight Saving Time).

3. Change in rate of pay, except a change resulting from the application of a general wage increase.

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4. Change in the classification of a position.

5. Change in assigned relief days.

At locations where bulletins advertise new positions or vacancies, the senior Unassigned or Substitute Yardmaster, at that location, will be considered an automatic bidder for the advertised new position or vacancy.

Assignments shall be made within five (5) days after expiration of bulletin.

The time limits of this paragraph may be changed by mutual Agreement between the Carrier Officer and the General Chairman involved.

ARTICLE 15
HOLD DOWNS

(a) Positions or vacancies known to be of five (5) scheduled days but less than thirty-one (31) calendar days, shall be filled by a qualified Regularly Assigned Yardmaster or Guaranteed Extra Board Yardmaster who has indicated in writing to his supervisor his desire for such position on a "hold down" basis. If no such requests are made, the positions will be filled in accordance with Article 3. In the application of this paragraph, a Regularly Assigned Yardmaster or a Guaranteed Extra Board Yardmaster may take a hold down on a five (5) to thirty (30) day vacancy at any time during the vacancy as long as there are at least five (5) scheduled days left on the vacancy. However, the Yardmaster taking the hold down shall remain on such position until either the incumbent notifies the Carrier a minimum of three (3) hours in advance of the starting time of the position of his return or the hold down expires, or the person taking the hold down bids off to a bulletined position or is displaced therefrom.

NOTE: If a Yardmaster bids to and is awarded another bulletined position while on a hold down, he will have the option of remaining on the hold down until it expires.

(b) A Regularly Assigned Yardmaster or Guaranteed Extra Board Yardmaster electing to take a hold down will take the working conditions of that assignment and will not be entitled to punitive pay by reason of having to work more than five (5) consecutive days or two tours of duty in a twenty-four (24) hour period in the change-over at the beginning or ending of the hold down, nor to punitive rate of pay because of working on what would be the normal rest day of their own assignment.

NOTE: Hold downs begin and end on a scheduled work shift. A Yardmaster must be qualified on the position to claim as a “hold down.”

(c) At locations where no Guaranteed Extra Board is established, any qualified Yardmaster will be permitted to take “hold downs” in accordance with the provisions of paragraphs (a) and (b) above.
(d) Claiming a “hold down” is restricted to the terminal where employed, except for a location where an agreement has been reached between the General Chairman and the Highest Designated Officer addressing specific circumstances.

ARTICLE 16
SENIORITY ROSTERS

Seniority rosters will be revised as of January 1 of each year and posted in each work location of Yardmasters covered by this Agreement, with copy to the General Chairman and Local Chairman in the Seniority Region involved. Rosters will be open for correction for a period of sixty (60) days from date issued so far as employees establishing seniority since previous roster are concerned. Errors in carrying records forward from previous rosters may be corrected at any time. The General Chairman will be given clearance to utilize the Carrier's electronic system (currently PACS) to verify accuracy of such rosters.

ARTICLE 17
CHANGES IN ASSIGNMENTS AND RATES

(a) Where the tour of duty of a Regular Assigned Yardmaster is permanently changed one (1) hour or more, the position will be bulletined and filled in accordance with Article 14. (This does not apply to changes incident to daylight saving time).

(b) When a rest day of a regular assigned position is changed or a position is relocated to another yard within the terminal area, the position will be bulletined and filled in accordance with Article 14. Yardmasters holding such positions shall exercise seniority within three (3) days of the change.

(c) Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position, unless otherwise mutually agreed to by the General Chairman and the Highest Designated Officer.

(d) When the duties and responsibilities of a Yardmaster position are changed, necessary adjustment in rate of pay will be agreed to between the Highest Designated Officer and the General Chairman within thirty (30) days of the date of such change.

ARTICLE 18
PERSONAL AUTOMOBILE

(a) Yardmasters shall not be required to furnish their privately owned automobiles for Carrier use, except as specifically provided in this Agreement.

(b) Yardmasters requested to and using their private automobile for Carrier business shall be allowed mileage paid for the use thereof in accordance with the mileage rate established by the Carrier.
ARTICLE 19
LEAVE OF ABSENCE

Except for physical disability or as provided in Article 10, Section 2, (e), (f), (g), (h) and (i), leave of absence in excess of ninety (90) days in any calendar year shall not be granted, unless by agreement between Carrier and the General Chairman provided, Yardmasters upon request shall be given leave of absence, without impairment of seniority rights, to accept an elective public office. Yardmasters engaged in outside employment, except as provided above, will forfeit all rights under this Agreement, unless mutually agreed to between the Carrier and the General Chairman. “Outside employment” is understood to include any employment that would prevent a Yardmaster from holding a regular position when seniority permits the position for promotion.

ARTICLE 20
CLAIMS OR GRIEVANCES

(a) All claims or grievances must be presented in writing or electronically on the agreed form, if available, by or on behalf of the Yardmaster involved, to the Carrier Officer authorized to receive same, within sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based. (See Side Letter No. 2, Northern Lines)

(b) The Yardmaster or the duly authorized representative who files the claim must furnish information on the agreed form, if available, to identify the basis of claim:

1. Date, claimant’s name and employee number.
2. Seniority date.
3. Date of violation.
4. Tour of duty.
5. Rule(s) involved, if known.
6. Amount claimed.
7. Details of work performed or opportunity denied.
8. Reasons supporting claim.

(c) Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) calendar days from the date it was filed, notify, in writing or by electronic mail, the Yardmaster or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(d) If a disallowed claim or grievance is to be appealed, such appeal must be made in writing or by electronic mail, to the Highest Designated Officer of the Carrier within seventy-five (75) calendar days from date of denial. The Carrier shall within seventy-five (75) calendar days from the date appeal was receipted notify, in writing or by electronic mail, the Yardmaster or his representative of the reason for the decision. It is understood that the parties may, by
NOTE: The regular order of succession for handling disputes under this rule (grievances and disputes) shall be as follows:

First Step (initial):

Name of Division Manager
Division Manager - Division
6735 Southpoint Drive, South
CSX II Building (J-646)
Jacksonville, Florida 32216

Second Step (final):

Carrier’s Highest Designated Officer
Under the Railway Labor Act, currently

Ms. Shannon Farling
Director – Labor Relations
CSX Transportation, Inc.
500 Water Street – J455
Jacksonville, Florida 32202

Should the names of the above individuals change, the General Chairmen will be promptly notified.

(e) The procedure outlined in paragraphs (c) and (d) pertaining to appeal by the employee or representative and decision by the Carrier, shall govern in appeals except in cases of appeal from the decision of the Highest Designated Officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the Highest Designated Officer shall be barred unless within twelve (12) months from the date of said officer's decision proceeding are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the twelve (12) months period herein referred to.

(f) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon, as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
retroactively for more than sixty (60) calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(g) This Article recognizes the right of representatives of the Organization, party here-to, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(h) The manner chosen to present the initial claim or grievance, “in writing or by electronic mail,” will be maintained through the handling up to and including the Highest Designated Officer.

(i) This rule shall not apply to requests for leniency.

Q1. If an employee submits a claim, not on the form, but the claim contains the information listed in Article 20 (b), will this be a basis for a technical denial of the claim?
   A1. No, because the claim contains the essential information needed.

Q2. Who is the “Carrier officer authorized” to receive claims and grievances as provided in Article 20 (a)?
   A2. A Carrier named individual or named title of the individual and notice furnished to the General Chairman of jurisdiction.
UTU-Yardmaster
Article 20
Claim and Grievance Form

Submission date: ________________________________

Claimant: ________________________________

Employee No.: ________________________________

Seniority Date: ________________________________

Date of Violation: ________________________________

Tour of Duty: ________________________________

Rule(s) Involved: ________________________________

Amount Claimed: ________________________________

Details of Work Performed or Denied

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Reasons Supporting Claim

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Signature______________________________

Use additional pages, if necessary.
ARTICLE 21
DISCIPLINE

(a) Yardmasters shall not be disciplined, disqualified subsequent to their being qualified, or dismissed without a fair and impartial hearing before a proper officer. Such Yardmaster shall be apprised in writing of the precise charge against him, with copy to the General Chairman, and hearing will be held within fifteen (15) days following the immediate supervisor's first knowledge of the incident. He shall have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented by the duly accredited representative.

A Yardmaster accused by the Carrier to be guilty of a major offence may be held out of service pending the hearing and decision.

NOTE: The term "duly accredited representative" as used in this agreement will be understood to mean the regularly constituted committee, or any member or members thereof, or an officer of the United Transportation Union - Yardmasters Department.

Stenographic report or transcript of tape recording will be taken of all hearings or investigations. The Yardmaster involved, Local Chairman and General Chairman shall each be furnished with one copy, within twenty (20) calendar days of completion of hearing.

(b) A decision shall be rendered within thirty (30) days after completion of investigation, with copy to the General Chairman and charged Yardmaster.

(c) A Yardmaster dissatisfied with the decision shall have the right to appeal. The appeal will be made to the Highest Designated Officer of the Carrier authorized to handle claims and grievances. If an appeal is taken, the appeal and decision must be within the time limits specified in Article 20.

(d) If the final decision decrees that the charge or charges against the Yardmaster are not sustained, the record shall be cleared of same and the Yardmaster reinstated and compensated for the difference between the amount he would have earned in service and amount he earned from outside employment during the period he was out of service.

(e) At the hearing or on the appeal the employee may be assisted by one or more duly accredited representatives.

(f) The time limits of this Article may be extended by mutual agreement.

(g) Hearings will be held in the terminal where the charged Yardmaster holds a position or worked a position on the date of the incident on which the hearing is based, when practical. If the majority of the employees charged in the incident are from another location, the hearing may be held at another location. A Yardmaster attending a hearing as a charged
employee at a location away from his headquarters will be entitled to be reimbursed for reasonable expenses for transportation, meals and lodging. If personal automobile is used for transportation, the employee will be reimbursed for actual mileage at the applicable rate.

NOTE: This rule does not obligate the Carrier to refuse permission to an individual Yardmaster to present his own grievance or, in hearing involving charges against him, to present his own case personally. The effect of this rule, when an individual Yardmaster presents his own grievance or case personally, is to require that the General Chairman or his accredited representative, be permitted to be a party to all conferences, hearings or negotiations between the aggrieved or accused Yardmaster and the representatives of the Carrier.

(h) A Yardmaster who has been notified in accordance with Article 21 to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally, through or with the Yardmaster's representative, the act or occurrence and the Yardmaster's responsibility, if any. Prior to the Yardmaster signing a waiver, the General Chairman must be notified. If the waiver notification of the General Chairman creates a conflict with the time limits in this Article, the time limits will be extended to allow notification.

(i) If disposition of the charges is made on the basis of the Yardmaster's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the Yardmaster and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for Yardmaster's acceptance of responsibility.

(j) Disposition of charges under this Agreement shall not establish precedents in the handling of any other cases.

(k) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed-upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

(l) The provisions of this Agreement will have no application in cases where;

1. Disposition would result in dismissal from service.

2. More than one employee is charged in connection with an incident of a serious nature.

3. The incident is of a nature which requires documentation under applicable laws or regulations.
ARTICLE 22
VACATIONS

(a-1) Effective January 1, 1973, an annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions hereinafter set forth, to each Yardmaster who rendered compensated service as a Yardmaster on not less than one hundred ten (110) days during the preceding calendar year.

(a-2) Effective January 1, 1982, an annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions hereinafter set forth, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has eight (8) or more years of continuous service with the employing Carrier.

(a-3) Effective January 1, 1982, an annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions hereinafter set forth, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has seventeen (17) or more years of continuous service with the employing Carrier.

(a-4) Effective January 1, 1973, an annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions hereinafter set forth, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five (25) or more years of continuous service with the employing Carrier.

NOTE: Effective with vacations to be taken in 1999, earned in 1998, an employee who attains an anniversary date during a year which would entitle the employee to an additional week of vacation, may schedule and take the additional week at any time during the anniversary year. It will not be necessary to wait until the following year and have the qualifying years at the beginning of the vacation year as outlined in (a-2), (a-3) and (a-4) above.

(b) Calendar days in each current qualifying year on which a Yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a Yardmaster with less than three years of continuous service with Carrier, a maximum of 20 such days for a Yardmaster with three but less than fifteen years of continuous service with Carrier and 30 such days for a Yardmaster with fifteen or more years of continuous service with Carrier, provided that no calendar day on which a Yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Section (b). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.
Note to Sections (a) and (b): A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.

(c-1) In instances where Yardmasters who have become members of the Armed Forces of the United States return to service in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to service.

(c-2) In instances where an employee who has become a member of the Armed Forces of the United States returns to service in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to service has rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to service, but could qualify for a vacation in the year of his return to service if he had combined for qualifying purposes days on which he was in service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to service, a vacation of such length as he could so qualify for under Sections (a-1), (a-2), (a-3) or (a-4) and (c-1) hereof.

(c-3) In instances where an employee who has become a member of the Armed Forces of the United States returns to service in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Sections (a-1), (a-2), (a-3) or (a-4) and (c-1) hereof.

(d-1) Local officers of the Carrier and local committees of the Organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the Yardmasters in seniority order.

(d-2) (I) When vacations are afforded:

(i) A Yardmaster having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment or at 1/52 of previous year's earnings divided into a daily rate, whichever is greater.

(ii) A Yardmaster not having a regular assignment will be paid while on vacation on basis of the average straight-time compensation earned as a Yardmaster in the last payroll period proceeding the vacation during which he performed service for the number of vacation days to which entitled under Sections (a), (b) and (c) or at 1/52 of previous year's earnings divided into a daily rate, whichever is greater.
(d-2) (II) When vacations are not afforded - If a vacation is not afforded payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(i) A Yardmaster having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual and unassigned overtime) of such assignment for the number of vacation days to which entitled under Sections (a), (b) and (c) or at 1/52 of previous year's earnings divided into a daily rate, whichever is greater.

(ii) A Yardmaster not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a Yardmaster in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under Sections (a), (b) and (c) or at 1/52 of previous year's earnings divided into a daily rate, whichever is greater.

(d-3) A Yardmaster who performs service as Yardmaster on any day of his assigned Yardmaster vacation period will be paid for such service at time and one-half rather than straight time in addition to vacation pay provided in Section (d-2).

(d-4) Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be applied to create a vacation, or allowance therefor, of more than the maximum number of days provided for in either of such schedules. If a Yardmaster fails to render sufficient compensated service in a qualifying year to qualify for vacation either under the Yardmasters' agreement or under the agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

(d-5) The vacation provided for in this agreement shall be considered to have been earned when the Yardmaster has qualified under Sections (a), (b) and (c) hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the Yardmaster has qualified therefor under Sections (a), (b) and (c). If a Yardmaster thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate in that order of preference.

(d-6) Vacations shall not be accumulated or carried over from one vacation year to another.
(d-7) Yardmasters granted single day(s) vacation, will begin such as the starting time of the Yardmaster's scheduled shift and end twenty-four (24) hours later or at the beginning of his next scheduled shift. A single vacation day for Guaranteed, Unassigned or Substitute Yardmasters shall begin at the time employee has been granted permission by his supervisor and will last for a period of twenty-four (24) hours from that time.

(e) Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1982 and shall be in full force and effect for a period of one year from January 1, 1982, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1982 or in any subsequent year), by any carrier or the organization party hereto, of desire to change this rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

NOTE: It is understood that any Yardmaster on vacation will not be considered as available for Yardmaster service. (This includes the 2 rest days at either end of the vacation.) Guaranteed, Unassigned and Substitute Yardmasters will not be considered available from 0001, Saturday to 0001, Saturday. (This note is applicable to the former B&O and BOCT property only.)

ARTICLE 23
HOLIDAYS

(a) Effective January 1, 1983, any employee performing service as a Yardmaster shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, in addition to their regular pay:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Description</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>President's Day</td>
<td>Day After Thanksgiving</td>
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<tr>
<td>Good Friday</td>
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<td>Memorial Day</td>
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<td>Fourth of July</td>
<td>New Year's Eve</td>
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<td>Labor Day</td>
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NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above numerated holidays.

(b) Under no circumstances will a Yardmaster be allowed more than one time and one-half payment for service performed by him on any day, whether it is a work day, a rest day, or a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules which provide for payment at the rate of time and one-half for service over eight hours.
NOTE 1: In the event a vacancy occurs on a holiday, Regular Assigned Yardmaster not scheduled for time and one half pay that day will have the option to fill the vacancy in seniority order.

NOTE 2: It is understood that the work day immediately preceding or following a personal leave day in cases where the holiday occurs during a rest day or during the vacation period will be considered qualifying days for holiday purposes. It is understood that a Regularly Assigned Yardmaster may elect not to work his position on a holiday and still receive one day’s holiday pay at the straight time rate, provided relief is available.

(c) In instances when a recognized holiday, or the day such holiday is observed by the State or Nation, falls on an assigned work day of a regular Yardmaster assignment, the Carrier shall have the right to blank such position on that day and the Yardmaster then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such Yardmaster assignment. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with existing schedule rules.

(d-1) When any of the holidays enumerated in Section (a) hereof falls on a rest day of a Regularly Assigned Yardmaster, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last work day immediately preceding and on the first workday immediately following the holiday falling on a rest day. A Regularly Assigned Relief Yardmaster who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular Yardmaster works as Yardmaster on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to Section (b) hereof.

(d-2) When any of the holidays enumerated in Section (a) hereof falls during a Regularly Assigned Yardmaster's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A Regularly Assigned Relief Yardmaster who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.

(d-3) The rest day holiday and vacation holiday pay provided by this Section (d) shall not apply to Extra Yardmasters, or to Regularly Assigned Yardmasters who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other schedule agreements.
(d-4) An Unassigned or Substitute Yardmaster working a hold down in which a holiday is involved will not be deprived of holiday pay due to working this hold down. This in no way affects the holiday pay of the incumbent of the position.

ARTICLE 24
BEREAVEMENT LEAVE

(a) For the time necessary to attend a funeral and handle matters related thereto, in the event of death of a spouse, child, parent, parent-in-law, brother or sister of an employee who has been in service one (1) year or more, time off will be allowed with pay not to exceed three (3) consecutive work days unless, in individual hardship cases, local agreement is reached.

(b) Agreed-Upon Interpretations:

Q-1: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
A-1: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first workday preceding or following the Yardmaster's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-2: Would a Yardmaster be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?
A-2: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, or stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

ARTICLE 25
PERSONAL LEAVE DAYS

Section 1 CSXT SYSTEM

(a) Regularly Assigned Yardmasters shall be provided Personal Leave Days at the rate of their current assignment in a calendar year after completion of the specified continuous years of service with the Carrier and having qualified for a Yardmaster vacation in the previous year:

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<tr>
<th>Calendar Years of Continuous Service</th>
<th>Personal Leave Days</th>
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(b) Regularly Assigned Yardmasters will request Personal Leave Days from the proper authority, at least forty-eight (48) hours in advance, and will begin at the starting time of the Yardmasters’ scheduled shift and end twenty-four (24) hours later or at the beginning of their next scheduled shift.

NOTE: It is understood that any Yardmaster on Personal Leave Days will not be considered as available for Yardmaster service. (This includes the 2 rest days at either end of the Personal Leave Days.) Guaranteed, Unassigned and Substitute Yardmasters will not be considered available from 0001, Saturday to 0001, Saturday. (This note is applicable to the former B&O and BOCT property only.)

(c) Personal Leave Days will be granted in accordance with the needs of service. In the event that the proper authority is not able to grant every such timely request for a particular day, requests will be granted in seniority order.

(d) All Personal Leave Day requests must be made by December 15 of each year. The value of Personal Leave Days not taken will be deposited in the Yardmasters’ 401(k) account. The “value” of each Personal Leave Days is defined as the daily rate of the last Yardmaster position worked in the calendar year in which the Personal Leave Days were not taken. If no account has been established, the value will be paid as a cash payment. Deposits in the 401(k) account or cash payment will be made prior to January 31 of the following year.

NOTE-1: A Regular Yardmaster having qualified for a Yardmaster vacation and is working in commingled service the following year will be entitled to no more than nineteen (19) holidays/personal leave days that year, based on years of service with the Carrier.

NOTE-2: Personal Leave Days may be “cashed out” on a hardship basis by agreement between the General Chairman and the Highest Designated Officer.

Section 2 PERSONAL LEAVE DAYS (Northern Lines)

(a) Regular Assigned Yardmasters shall be provided personal leave days at the rate of their current assignment in a calendar year after completion of the specified continuous years of service with the Carrier and having qualified for a Yardmaster vacation in the previous year:

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<th>Calendar Years of Continuous Service</th>
<th>Personal Leave Days</th>
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</table>
(b) Regularly assigned Yardmasters will request personal leave days from the proper authority, at least forty-eight (48) hours in advance, and will begin at the starting time of the Yardmasters’ scheduled shift and end twenty-four (24) hours later or at the beginning of their next scheduled shift.

(c) Personal Leave Days will be granted in accordance with the needs of service. In the event that the proper authority is not able to grant every such timely request for a particular day, requests will be granted in seniority order.

(d) All Personal Leave Day requests must be made by December 15 of each year. The value of Personal Leave Days not taken by the end of each calendar year will be deposited in the Yardmasters’ 401(k) account. The “value” of each Personal Leave Days is defined as the daily rate of the last Yardmaster position worked in the calendar year in which the Personal Leave Days were not taken. If no account has been established, the value will be paid as a cash payment. Deposits in the 401(k) account or cash payment will be made prior to January 31 of the following year.

(e) Employees who have established Yardmaster seniority on the CSXT Northern Lines on the effective date of this Agreement will be “grandfathered” in the Personal Leave Days provided in this Article.

(f) Employees who establish Yardmaster seniority on the CSXT Northern Lines under the CSXT System Agreement after the effective date of this Agreement will be covered by the Personal Leave Days provided for under Section 1 of this Article.

NOTE-1: A Regular Yardmaster having qualified for a Yardmaster vacation and is working in commingled service the following year will be entitled to no more than twenty-three (23) holidays/personal leave days that year, based on years of service with the Carrier.

NOTE-2: Personal Leave Days may be “cashed out” on a hardship basis by agreement between the General Chairman and the Highest Designated Officer.

Section 3 NATIONAL AGREEMENT

Personal Leave Days provided in the RYA National Agreement of June 16, 1982 have been incorporated in Sections 1 and 2 of this Article. Any future modifications of the 1982 National Agreement will be incorporated in these Sections.

ARTICLE 26
MEAL PERIOD

(a) Yardmasters will be permitted, consistent with the requirements of the service and without deduction, a twenty (20) minute meal period between the fourth and sixth hours on duty.
(b) Yardmasters who work two (2) consecutive shifts (16 hours) will be allowed, without deduction, a twenty (20) minute meal period during the second eight (8) hour period, plus a payment of twenty (20) minutes at the pro rata rate of the position worked. (See Side Letter No. 5, Northern Lines.)

ARTICLE 27
JOINT MEDICAL BOARD

(a) When a Yardmaster has been physically disqualified, he shall be furnished a copy of the medical report containing the reason for disqualification.

(b) When a Yardmaster has been physically disqualified and a physician of his choice disputes the medical decision of the Chief Medical Officer of the Carrier that resulted in the Yardmaster's disqualification, such disqualification may be appealed and a request made for an examination by a neutral physician. The General Chairman must make the request for a neutral physician to the Highest Designated Officer of the Carrier handling Yardmaster issues. A copy of the findings of the Yardmaster's personal physician must accompany the request. The neutral physician will be a practitioner of recognized standing in the medical profession and a specialist in the field involved in the disqualification and shall be selected by a physician designated by the Yardmaster through the General Chairman and the Chief Medical Officer of the Carrier. To the extent practical the neutral physician and the examination shall be at a location convenient to the Yardmaster.

(c) The Yardmaster shall be examined by the neutral physician who shall report the findings in writing to the physician designated by the General Chairman and to the Chief Medical Officer of the Carrier. The neutral physician must address the requirements of the Yardmaster's position. The findings of the neutral physician shall be final and binding. If the neutral physician finds that the diagnosis of the Chief Medical Officer is not correct, the Yardmaster shall be returned to service promptly after the report is received by the Chief Medical Officer of the Carrier.

(d) A physically disqualified Yardmaster who is returned to service on the basis of the decision of the neutral physician shall be paid for time lost due to the disqualification. The General Chairman and the Highest Designated Officer of the Carrier will compute the loss from the date of receipt of the written medical report from Yardmaster's physician. The General Chairman and the Highest Designated Officer shall determine the payment to be made for time lost if the physically disqualified Yardmaster performed compensated service on an irregular basis during the six (6) month period before disqualification.

(e) A Yardmaster who has accepted physical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his physical condition as evidenced by a report of his personal physician, request a re-examination. There shall be no claim for time lost in such cases unless the Carrier refuses to grant the re-examination or there is unreasonable delay in applying the terms of this Article.
(f) The Carrier shall pay its physician and the Yardmaster shall pay the physician he designated. The expense of the neutral physician, including such x-ray and laboratory examinations as he may require, shall be divided equally between the Carrier and the Yardmaster involved.

ARTICLE 28
JURY DUTY

When a Regularly Assigned Yardmaster is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) A Yardmaster may exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) A Yardmaster must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(5) When a Yardmaster is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the Yardmaster’s regular position shall be blanked, notwithstanding the provisions of any other Articles.

ARTICLE 29
MISCELLANEOUS PROVISIONS

(a) ATTENDING COURT OR CARRIER INVESTIGATIONS

Yardmasters required by the Carrier to attend court as witnesses, or to attend Carrier investigations in which they are not directly involved, will be paid for all time lost; if no time is lost they will be paid for actual time in attendance at the pro rata rate if it is a work day with a minimum of two (2) hours pro rata; and if it is an assigned rest day they will be paid for actual time in attendance at time and one-half rate with a minimum of eight (8) hours pro rata. Court fees and mileage and reasonable expenses will be assigned to the Carrier in cases where pay is allowed.
(b) CRT PAY

When the job contents of a Yardmaster position requires the use of a Cathode Ray Tube or other similar electronic device in the performance of Yardmaster duties, the existing rate of pay for such position shall be increased in the amount of $2.00 per day as if such increase had been incorporated in the basic rate as of January 1, 1999. (Already included in the B&O, B&OCT and C&O property rates since the 1985 National Agreement.)

(c) TRAINING PAY

1. Yardmasters, including Substitute and Unassigned Yardmaster, who are assigned by the Carrier to train or teach another Yardmaster (on the job) will be allowed an additional hour at the pro rata rate of their position for each day so assigned.

2. A Yardmaster, including a Substitute and Unassigned Yardmaster, may be held off his regular position at the discretion of the Carrier in order to attend a training course, including classroom and/or on the job training, which will provide additional and/or supplemental training in order to improve his Yardmaster skills and/or train him for another position which he may secure in accordance with this Agreement.

3. The position(s) of and payment for Yardmasters held off to train under paragraph 2 above will be filled and paid in accordance with applicable Agreement rules, Articles 2 and 3.

4. A Yardmaster required to be away from his headquarters point for training will be provided lodging and the prevailing allowance per calendar day for meals (currently $25.00) for each day of training. If required by the Carrier to use their own automobile, Yardmasters will be allowed the prevailing automobile mileage allowance from their regular reporting point to the point of training and return.

(d) GUARANTEED EXTRA BOARDS

If by mutual Agreement between the General Chairman and the Carrier, it is decided to establish a Guaranteed Extra Board for a particular location, it shall be established in accordance with Addendum “G” of this Agreement.

(e) CHIEF YARDMASTER

If by mutual Agreement between the General Chairman and the Carrier, it is decided to establish a Chief Yardmaster position for particular location, it shall be established in accordance with Addendum “H” of this Agreement.
(f) ASSISTANT GENERAL YARDMASTERS

If it is decided to establish an Assistant General Yardmaster position for a particular location, it shall be established in accordance with C&O/L&N Attachment 2 of this Agreement. (NOTE – Assistant General Yardmaster positions are applicable only to the former C&O property locations as identified in Article 10, Section 1(a), Regions 11, 12 and 12(a) unless otherwise agreed to by the parties.

(g) WASHINGTON JOB PROTECTION AGREEMENT

The Organization and the Carrier are party to the Washington Job Protection Agreement of 1936.

(h) SERVICE LETTER

Yardmasters leaving the service shall be given a letter showing the term of service and character thereof, on request.

ARTICLE 30
GENERAL PROVISIONS

Section 1

(a) The parties to this and all Collective Bargaining Agreements between them intend to continue complying with all laws and regulations governing unlawful discrimination, such as discrimination on account of race, color, religion, national origin, sex, handicap, or status as a disabled veteran and/or a veteran of the Vietnam Era.

(b) For convenience, all references to gender in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this agreement that references to the masculine gender include both the masculine gender and the feminine gender.

Section 2

(a) This Agreement is intended to bring together in one document all existing agreements covering Yardmasters represented by UTU - Yardmasters Department. Except as specifically changed herein, this rewrite is not intended to change, alter or modify such rules or change their application or interpretation. In the event of any omission of a Rule or Agreement in effect from this rewrite, the original document shall govern. All previous National Agreements to which the parties hereto are signatory, whether omitted or not fully reproduced herein, are by reference made a part of this Agreement, as well as those portions of the 2002 National Agreement cited herein.

(b) All memorandum(s) or other Agreements included which contain automatic termination clauses, whether or not so indicated herein, shall continue to be subject to those provisions.
ARTICLE 31
RIGHT TO MAKE AGREEMENTS

The right to make Agreements covering rates of pay and working conditions, and to interpret and apply them, respectively for the Management and the Employees herein covered, is retained by the parties signatory hereto.

The right to make Agreements covering rates of pay and working conditions, and to interpret and apply them, respectively for the Management and the Employees herein covered, is retained by the parties signatory hereto.

ARTICLE 32
SINGLE AGREEMENT NEGOTIATIONS

Notwithstanding the fact that a Single Agreement will apply to all Yardmasters on CSXT, the Carrier recognizes the autonomy of the four (4) General Committees and their rights and privileges to handle matters pursuant to the terms and conditions of the Railway Labor Act, as amended.

ARTICLE 33
EFFECTIVE DATE

This Agreement shall become effective Sept. 1, 2002 and shall continue in effect until changed or terminated in the manner prescribed by the Railway Labor Act, as amended.

Signed at Washington, DC this 1st day of September, 2002.

For CSX Transportation, Inc:

[Signature]
Kenneth R. Peifer, Vice President
Labor Relations

For the employees represented
by the United Transportation Union-
Yardmaster Department:

[Signature]
Donald R. Carver, Assistant to President
Director Yardmaster Department

[Signature]
Howard S. Emerick, Assistant
Vice President-Labor Relations

[Signature]
James R. Cumby, Assistant Director
Yardmaster Department

[Signature]
Steven R. Friedman, Senior
Director-Labor Relations

[Signature]
Deville K. Turner, General Chairman
C&O, L&N, NC&S, CCR, Monon
Richard P. DeGenova, General Chairman
B&O, B&OCT, WM

Dennis J. Burke, General Chairman
SCL

Ronald C. Kratz, General Chairman
Northern Lines
July 1, 2002
No. 1

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to the discussions which led to the CSXT System Yardmaster Agreement of this date. It was agreed that all the CSXT Yardmasters will be covered by the provisions contained in the final disposition of the UTU National Agreement, Document “B”, Article IV - Health and Welfare. That settlement will be incorporated into and become part of this Agreement.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree:

Donald R. Carver
Assistant to President-UTU/YM
July 1, 2002

No. 2

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to the discussions which led to the CSXT System Yardmaster Agreement of this date. We noted that the UTU National Wage and Rules Panel has been a successful body in resolving disputes and creating new approaches in labor/management relations. Therefore, the UTU-YM and CSXT will create a small working group of two people from each entity to meet when needed to review such issues as: remote control operation, rest day arrangements, contract interpretations and roll-out of the amended System Agreement and any other contract-related problem which may arise during the life of this agreement. It was acknowledged that this working group would meet at least twice a year and more often at the request of either party with 14-day advance notice.

Very truly yours,

[Signature]

Steven R. Friedman
Senior Director
Labor Relations

I Agree: [Signature]

Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 3

Donald R. Carver  
Assistant to President  
United Transportation Union  
Yardmaster Department  
14600 Detroit Avenue  
Cleveland, OH 44107

Dear Mr. Carver:

This refers to the discussions which led to the CSXT System Yardmasters Agreement of this date. We spoke at length about the advent of remote control operation and how it would impact the work life of Yardmasters. The UTU National Agreement provides the specific requirements for administering Yardmaster training and orientation with remote control operations. However, CSXT has committed that until December 31, 2004, no CSXT Yardmaster position will be abolished as a result of the remote control technology currently being deployed on this property. Any unresolved disputes arising as a result of the advent of remote control operations may be settled through the RLA, Section 3 process. Once the moratorium provision of this agreement expires, any change to this position may be presented under Section 6 of the Railway Labor Act.

Very truly yours,

SA Friedman  
Senior Director  
Labor Relations

I Agree:  
Donald R. Carver  
Assistant to President, UTU/YM
July 1, 2002

No. 4

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This concerns the discussions which led to the CSXT System Yardmaster Agreement of this date. We had lengthy discussions concerning when and under what circumstances Yardmaster skill training (YST) pay is due. The parties agreed in principle that YST is payable for all service directed by the Carrier of a Yardmaster such as, but not limited to days worked, rules class, involuntary or requested attendance at Carrier functions. It was also agreed that Paid For Not Worked (PFNW) time should not generate YST payment. YST will not be applicable to such payments as vacation days, sick days, personal leave days, bereavement leave, jury duty, holidays, qualifying on a voluntary basis, make-whole pay, required attendance to meetings as part of a disciplinary process or other similar payments.

The parties were not in agreement on whether YST is payable for Guaranteed Extra Board Yardmasters earning a guarantee day when not provided a 40-hour work week. We agreed that YST would be payable under this circumstance.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 5

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to CSXT System Yardmaster Agreement of this date. It was acknowledged that a group of former Conrail Yardmasters who work in former B&O and C&O territory have retained their sick days under the former Conrail/UTU-YM Yardmaster Agreement. This arrangement occurred pursuant to terms contained in the December 1, 1998 Implementing Agreement between Conrail/NS/CSXT and the UTU-YM. A list of those Yardmasters will be furnished to their respective General Chairmen and those on the list who have not sold such Conrail sick day entitlement will be handled in an identical fashion to Northern Lines Yardmasters for personal leave day entitlement and sick day coverage. Those former Conrail Yardmasters who elected to sell their sick day coverage will be handled under the terms of this CSXT System Yardmaster Agreement, applicable to non-Conrail Yardmasters.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree:

Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002

No. 6

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the CSXT System Yardmaster Agreement of this date. We recognized that a small group of Western Maryland and C&EI Yardmasters retain a sick day entitlement. Those employees will retain their existing sick plans and forego additional personal leave days. Should any of these employees desire to forfeit their sick day program for personal leave days, they may do so. Such employees who wish to avail themselves of additional personal leave days must notify their General Chairman within thirty (30) days of the effective date of this Agreement. Arrangements will be made to convert to personal leave days upon notification from the General Chairman. At the expiration of the 30-day period, this opportunity will be withdrawn permanently.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 7

Donald R. Carver  
Assistant to President  
United Transportation Union  
Yardmaster Department  
14600 Detroit Avenue  
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the CSXT System Yardmaster Agreement of this date. We agreed that due to the complexity of converting the former Conrail Yardmaster sick day program into a personal leave day entitlement with a modified sick day coverage (in addition to long-term disability protection under the National Yardmaster Plan); this new program would not commence until January 1, 2003. It is understood that every Northern Lines Yardmaster having established Yardmaster seniority prior to the effective date of this Agreement will be "grandfathered" under the modified Conrail/CSXT YM sick/personal leave day Agreement. Those Northern Line Yardmasters who establish Yardmaster seniority after the effective date of this Agreement will enjoy personal leave days and long-term disability protection under the terms of the CSXT System Yardmaster Agreement.

We also recognized that some Northern Lines Yardmasters may be off sick with a continuing disability when the January 1, 2003 transition occurs for sick time. Such individuals will remain under the Conrail Yardmaster extended sickness payment format until their benefits expire or the employee returns to active service.

Very truly yours,

Steven R. Friedman  
Senior Director  
Labor Relations

I Agree:  
Donald R. Carver  
Assistant to President, UTU/YM
July 1, 2002

No. 8

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the CSXT System Yardmaster Agreement of this date. It was agreed that those Yardmasters currently working under the January 1, 1999 CSXT System Yardmaster Agreement will be granted personal leave days. Based on the effective date of this Agreement, personal leave days for this year will be pro-rated. Each Yardmaster's personal leave day entitlement will be divided by the amount of time left in 2002. We will grant full days consistent with the provisions of the Agreement and cash in lieu of time off for fractions of a personal leave day.

Very truly yours,

SR Friedman
Senior Director
Labor Relations

I Agree

Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002

No. 9

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the CSXT System Yardmaster Agreement of this date. It was agreed that concurrent with the execution of this Agreement, the former Conrail/UTU-YM collective bargaining agreement would be extinguished. Those sections of the former Conrail UTU-YM Agreement which survive will be only those sections incorporated into the language of the CSXT System Yardmaster Agreement or the pertinent addendum for the Northern District.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 10

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This concerns our discussions which led to the CSXT System Yardmaster Agreement of this date. It was understood that Article I, Section 1 of the UTU-YM National Agreement would not be incorporated into our agreement. The national “longevity bonus” will be replaced in this Agreement by an $800.00 signing bonus. The first half of the bonus ($400.00) will be paid within sixty (60) days of the date that this Agreement is executed and shall be subject to withholdings for applicable federal, state and local taxes.

In order to qualify for the signing bonus, an employee must:

(i) have an employment relationship with the carrier under this Agreement 30 days prior to the date that this Agreement was executed;

(ii) have established seniority with the carrier as a yardmaster on or before the date noted in paragraph (i) above;

(iii) have received compensation for active service as a yardmaster during the period of January through May of 2002, or have been on authorized leave for such entire period for personal illness, on-duty injury, or pursuant to the Family and Medical Leave Act, and return to service not later than July 1, 2002; or have been out of service for such entire period due to carrier disciplinary action that is substantially rescinded or overturned with pay for all time lost.

There shall be no duplication of the signing bonus by virtue of employment under another agreement, nor will such payment be used to offset, construct or increase guarantees in protective agreements or arrangements.
The second half of the signing bonus will be paid six (6) months after the first $400.00 installment but no later than March 31, 2003. Employees may elect to accept the two (2) installments of the signing bonus in cash or deposit the amount to their 401k account, subject to any legal requirements. The Organization will provide CSXT with a list of the eligible Yardmasters opting for a 401k deposit within thirty (30) days after ratification for the first installment and no later than December 31, 2002 for the second installment. Both installments must be handled in the same manner whether cash or deposit in the 401k.

Very truly yours,

[Signature]

Steven R. Friedman
Senior Director
Labor Relations

I Agree: [Signature]

Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 11

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This confirms our understanding with respect to the CSXT System Yardmaster Agreement of this date. The parties have agreed that Article VII – Off Track Vehicle Benefits of the National UTU Agreement, Document “B” will be made part the CSXT System Yardmaster Agreement in Addendum E.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree: ____________________
Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 12

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This confirms our understanding with respect to the CSXT System Yardmaster Agreement of this date. The parties have agreed that Article VI of the National UTU Agreement, Document “B” will be included within the CSXT System Yardmaster Agreement. The language of Article VI reads as follows:

ARTICLE VI – SUPPLEMENTAL SICKNESS

The October 31, 1978 Supplemental Sickness Benefit Agreement, as subsequently amended (Sickness Agreement), shall be further amended as provided in this Article.

Section 1 - Adjustment of Plan Benefits

(a) The benefits provided under the Plan established pursuant to the Sickness Agreement shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on December 31, 1999 under the terms of Article VII, Document “B” of Appendix D of the Award of Arbitration Board No. 559. Enactment of the agreed-upon RUJA legislation shall not cause the ratio of benefits to rates of pay to differ from that which existed on December 31, 1999.

(b) Section 4 of the Sickness Agreement shall be revised to read as follows:


(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act (RUJA) will be $1505.50, and the monthly benefit under this Plan for employees who have exhausted their sickness benefit under the RUJA will be $2,506. For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar day’s basis at 1/30 of the monthly benefit rate."
(b) If the RUIA should be so amended as to increase daily benefit rates thereunder for days of sickness, and the sum of 21.75 times the average daily benefit for Yardmasters under the RUIA as so amended plus the amount of the $1505.50 monthly benefit should exceed $2,630, the amount of the monthly benefit shall be reduced to the extent that the sum of the amount of the reduced monthly benefit plus 21.75 times the average daily benefit for yardmasters under the amended RUIA will not exceed $2,630. “The average daily benefit for Yardmasters under the RUIA as so amended” for purposes of this Paragraph 4(b) is the benefit which would be payable to a Yardmaster who had worked full time in his base year and whose monthly rate of pay at the December 31, 1999 wage level was $3,757.”

Section 2 – Adjustment of Plan Benefits During Agreement Term

Effective December 31, 2004, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

Section 3 – Amendment of Paragraph 6 of Sickness Agreement

Paragraph 6 of the Sickness Agreement is amended by revising the last sentence thereof to read as follows:

“For purposes of this Paragraph, a recovery shall be deemed to be for loss of wages to the extent of any actual wages lost due to the disability involved, regardless of how such recovery may be allocated for any other purpose.”

Very truly yours,

S.A. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver
Assistant to President, UTU/YM
Donald R. Carver  
Assistant to President  
United Transportation Union  
Yardmaster Department  
14600 Detroit Avenue  
Cleveland, OH 44107

Dear Mr. Carver:

This confirms our understanding with respect to the CSXT System Yardmaster Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

[Signature]

Steven R. Friedman  
Senior Director  
Labor Relations

I Agree: [Signature]

Donald R. Carver  
Assistant to President, UTU/YM
July 1, 2002
No. 14

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to the discussions which led to the CSXT System Yardmaster Agreement of this date. It was agreed that all the CSXT Yardmasters will be covered by the provisions contained in the UTU National Agreement, Document “B”, Article V – Service Scale. Those provisions will be incorporated into and become part of this Agreement.

Very truly yours,

SR Friedman
Steven R. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 15

Donald R. Carver  
Assistant to President  
United Transportation Union  
Yardmaster Department  
14600 Detroit Avenue  
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the Agreement of this date. We recognized that some Yardmaster trainees may have established their initial date for seniority ranking prior to the effective date of this Agreement. However, such Yardmaster trainees may not be formally placed on the applicable Yardmaster roster for a period of time subsequent to the effective date of this Agreement. Therefore, probationary Yardmasters will not be paid any signing bonus, personal leave day allocation or any other cash conferred by this Agreement until they obtain formal standing by working sixty (60) tours of Yardmaster service or by being awarded a regular Yardmaster position.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver  
Assistant to President, UTU/YM
July 1, 2002
No. 16

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the Agreement of this date. We agreed that the establishment of an assigned rest day for Guaranteed Extra Board Yardmasters will require a transitional period. Each position will be assigned a designated rest day and be advertised pursuant to Article 14. It is expected that this process would be completed within sixty (60) days of the date of this Agreement. Should any particular location on the CSXT System require additional time to accomplish this, local officers may contact the General Chairman of jurisdiction for a time limit extension.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree: Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002
No. 17

Donald R. Carver
Assistant to President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions which led to the Agreement this date. The Organization has expressed concern that the Payroll Department has recovered monies alleged to be overpayments in an improper manner. It is agreed that any recovery of money from a Yardmaster’s paycheck must be accompanied by a document detailing the extent and nature of recovery. Erroneous or duplicate payments may be recovered when discovered so long as the above noted explanation is made available to the affected Yardmaster concurrent with the recovery. Any other type recovery must be deferred until the affected Yardmaster has an opportunity to rebut the allegation. Such recovery involving any Yardmaster must be deferred until the General Chairman of jurisdiction and the Highest Designated Officer have been notified and the Organization has been provided adequate time to rebut the allegation.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Agree:

Donald R. Carver
Assistant to President, UTU/YM
July 1, 2002  
No. 18  

Donald R. Carver  
Assistant to President  
United Transportation Union  
Yardmaster Department  
14600 Detroit Avenue  
Cleveland, OH 44107  

Dear Mr. Carver:  

This refers to the discussions which led to the CSXT/UTU-YM Single System Yardmasters Agreement, particularly Addendum L. We agreed that Paragraph (e) of this special duty rule will be modified as follows:  

1. Compensation for any special duty will be based on the current safety meeting rate ($251.93) plus 4%;  

2. The daily rate will be increased accordingly by any future general wage increase or cost-of-living adjustment.  

3. YST will not apply for such service.  

4. It is agreed that overtime will be paid for service in excess of ten (10) hours per day.  

Very truly yours,  

[Signature]  
Steven R. Friedman  
Senior Director  
Labor Relations  

I Agree  
Donald R. Carver  
Assistant to President-UTU/YM
February 29, 2003
Side Letter 2

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our Wage-Rules discussions last week regarding the interpretation and application of Article 25 as it pertains to the vested entitlement of Personal Leave Days. It was agreed that in the event a Yardmaster dies while in active service, Personal Leave Days not taken at the time of death would be paid in the same manner as vacation days not taken at the time of death. It was agreed that at least thirty (30) days prior to retirement Yardmasters may submit a written request for unpaid Personal Leave Days to be deposited in their existing 401(k) account. Failing to make a timely request, the unpaid Personal Leave Days will be made part of their final payroll settlement check at retirement.

If this accurately reflects our discussions, please sign and return one copy.

Very truly yours,

SR Friedman
Steven R. Friedman

I Agree:
Donald R. Carver
Assistant to President
Yardmaster Department
September 16, 2003

Donald R. Carver, Vice President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to the discussions regarding the proper interpretation and application of Article 11, B&O Attachment No. 11 and Article 15(a) of the CSX System Yardmaster Agreement, effective July 1, 2002. The issue is the proper timing for a Yardmaster to exercise seniority when displaced by a senior Yardmaster or whose position is abolished while on a “hold down” at the time of displacement or abolition. It is agreed that a Yardmaster who is displaced or whose position is abolished will have three (3) days to exercise seniority from the time released from the “hold down” in accordance with Article 15(a).

Please indicate your concurrence by signing your name in the space provided below.

Very truly yours,

Steven R. Friedman

I Agree:

Donald R. Carver
Vice President
UTU-Yardmaster Department
March 10, 2003

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our first meeting of the CSXT/UTU-YM wage/rules panel in Miami, Florida on February 10 and 11, 2003. I have researched the issue of holiday pay for extra yardmasters. The proper application of holiday pay for guaranteed extra board yardmasters is as follows: the extra board rate will be paid when such employees earn holiday pay while at home. When extra board yardmasters protect a position on a holiday, they will be paid one day at time and one-half at the rate of the position for such service, plus an eight (8) hour holiday payment at straight time at the rate of the position. I will provide the Payroll Department a copy of this letter to avoid any further dispute on this matter going forward.

Please note your proposed amendments to the agreed-upon Q&A from our meeting in Miami are not acceptable to CSXT.

Very truly yours,

SR Friedman

Steven R. Friedman
January 2, 2003

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This confirms our discussions regarding application of Article 25, Section 2 and Addendum J to the former Conrail Yardmasters currently working in the former B&O or former C&O territories of CSXT. It is agreed that the provisions of the aforementioned rules will apply to those former Conrail Yardmasters that have retained their former Conrail Sickness Plan coverage and did not sell their sick days under the provisions of the Implementing Agreement.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Steven R. Friedman

I Agree: Donald R. Carver
February 19, 2003
File: 5079-11

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to the so-called “Cockerham” bonus plan instituted for CSXT yardmasters on January 1, 1999. That provision was amended on September 1, 2002 and will be terminated effective July 1, 2003. It was agreed that any award due this year would be based on the management bonus earned for 2002 performance. The CSX Board of Directors has approved a management bonus at the 50% level. Therefore, your eligible constituents will be granted 50% of their entitlement under the above-noted plan. Those yardmasters with 401(k) plans will be granted 15 shares of CSX stock, while those who do not have a 401(k) will be granted the cash equivalent of 15 shares based on the closing price of the shares on the distribution date.

Very truly yours,

Steven R. Friedman

CYS: R. G. DeGenova
D. J. Burke
D. K. Turner
October 28, 2002

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This will serve to confirm our discussions concerning personal leave days for yardmasters. It is now understood that yardmasters qualifying for the 2, 4 or 6 personal leave day progression may take such days prior to the anniversary date in the year in question. This understanding applies for such personal leave days credited in 2003. This issue was not covered during collective bargaining as regards 2002 pro-rated personal leave days. Therefore, the status quo will be maintained with regards to whatever application Payroll made in regard to this entitlement. No changes will be made in favor of or against yardmasters with anniversary dates subsequent to September 1, 2002 for the pro-rated personal leave days.

Very truly yours,

[Signature]

Steven R. Friedman
December 2, 2002

Mr. Steven R. Friedman  
Senior Director-Labor Relations  
CSX Transportation  
500 Water Street, J-455  
Jacksonville, Florida 32202

Dear Mr. Friedman:

Enclosed please find a fully executed copy of the letter of understanding regarding the proper interpretation and inter action between Article 11(a) and Article 14.

Yours truly,

Donald R. Carver  
Assistant to the President
Yardmaster Department

CC:  JR Cumby, Assistant Director Yardmaster Department  
      CSXT Yardmaster Department General Chairmen
November 14, 2002

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions regarding the proper application of Articles 11(a) and 14 when a Regularly Assigned Yardmaster exercises the right to change positions under the provisions of Article 11(a). We agree that only a vacancy remaining unfilled as a result of a Regular Yardmaster exercising seniority under Article 11(a) will be advertised in accordance with the provisions of Article 14.

Very truly yours,

S.A. Friedman
Steven R. Friedman

I Agree: Donald R. Carver
July 16, 2002

Mr. Don Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to issues concerning yardmaster turnover protocols at various locations across the CSXT system. During our discussions, which led to the CSXT/UTU-YM Single System Yardmasters Agreement, turnover time was given close attention. It is clear that current practice for handling turnovers is voluntary. Management may not require yardmasters to report for duty ahead of their advertised starting time. Likewise, yardmasters directed to complete a turnover after eight (8) hours of service are entitled to overtime for such service. In cases where management does not authorize paid turnover time, it is each yardmaster’s responsibility to handle his or her work in a safe fashion.

Very truly yours,

Steven R. Friedman
October 16, 2002

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions of the CSXT System Yardmaster Agreement effective September 1, 2002. In the application of Addendum G – Guaranteed Extra Board, it was agreed that a GEB Yardmaster will be paid the rate of the position worked when called for service from the Guaranteed Extra Board.

Very truly yours,

Steven R. Friedman

I Agree: 

Donald R. Carver
September 24, 2003

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. K. Turner, General Chairman
United Transportation Union
3025 Sherwood Court
Flatwoods, KY 41129

R. P. DeGenova, General Chairman
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2763

Gentlemen:

The Payroll Department has brought several concerns to my attention regarding special duty yardmasters. There are several such positions presently being filled on the property. I have advised Payroll to handle these employees as follows:

1. A yardmaster working TOP code should be paid $262.00 for days marked sick, especially in cases where the employee has a sick day entitlement.

2. In cases where an employee has no sick time entitlement, by contract payment is within management’s discretion. If an employee is off sick more than four (4) days, he will not draw any pay from CSXT and should receive payment from RRB and Trustmark.

3. Special duty yardmasters are paid $262.00 for five (5) workdays. This will hold true during holiday weeks if the employee works the holiday or not. We will compensate these employees in the same manner as trainmasters in this regard. There will be no double time and one-half payment for working the holiday.

If any of these interpretations require further discussion, please advise.

Very truly yours,

[Signature]

Steven R. Friedman
cc: J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107
July 16, 2002

Mr. Don Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to issues concerning yardmaster turnover protocols at various locations across the CSXT system. During our discussions, which led to the CSXT/UTU-YM Single System Yardmasters Agreement, turnover time was given close attention. It is clear that current practice for handling turnovers is voluntary. Management may not require yardmasters to report for duty ahead of their advertised starting time. Likewise, yardmasters directed to complete a turnover after eight (8) hours of service are entitled to overtime for such service. In cases where management does not authorize paid turnover time, it is each yardmaster’s responsibility to handle his or her work in a safe fashion.

Very truly yours,

[Signature]

Steven R. Friedman
November 14, 2002

Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This refers to our discussions regarding the proper application of Articles 11(a) and 14 when a Regularly Assigned Yardmaster exercises the right to change positions under the provisions of Article 11(a). We agree that only a vacancy remaining unfilled as a result of a Regular Yardmaster exercising seniority under Article 11(a) will be advertised in accordance with the provisions of Article 14.

Very truly yours,

S.R. Friedman

Steven R. Friedman

I Agree:

Donald R. Carver
March 13, 2003

Mr. D. R. Carver  
Assistant to the President  
UTU - Yardmaster Department  
14600 Detroit Avenue  
Cleveland, OH 44107-4250

Dear Sir:

This refers to our Wage and Rules Panel meeting in Miami, FL on February 10 and 11, 2003 that addressed various common issues of concern between the parties. The primary issue that we discussed was Article 9 (Programming) of the September 1, 2002 CSXT/UTU-YM Single System Collective Bargaining Agreement. We agreed on a series of interpretive Questions and Answers which are designed to resolve points of contention concerning the application of the programming rule. I have attached the last version of these Questions and Answers for your review. If they reflect our understanding reached at the conclusion of the Wage and Rule Panel discussion, please sign in the appropriate space and return the original to me.

Very truly yours,

S. R. Friedman

Steven R. Friedman

cc: Pat Sims  
National Mediation Board  
1301 K Street, NW  
Washington, DC 20572
Q1. In the context of Article 9, what is the proper definition of location that is 24/7?
A1. A 24/7 location has a Yardmaster assigned and tag days filled twenty-one (21) shifts per week.

Q2. What is the proper meaning of “... location where there is less than 24/7 Yardmaster coverage...” as stated in Article 9(d)?
A2. Less than 24/7 location has a Yardmaster assigned twenty (20) or less shifts per week.

Q3. Does Article 9 apply to a location that becomes less than 24/7 due to the blanking of a Yardmaster position on a legal holiday as defined in Article 23 – Holidays?
A3. No, the programming article does not apply. Any Yardmaster work will be performed in accordance with existing schedule rules.

Q4. A train is programmed to set/off entire train in Track 1 and leave the engines in Track 1 cut away from the train. How many moves is this?
A4. One move.

Q5. A train is programmed to set/off in Track 1 and put engines in the Slip Track. How many moves if this?
A5. Two moves.

Q6. A train is programmed to fill up Track 1 with the set/off, double the over flow to Track 2 and put the engines on the Slip Track. How many moves is this?
A6. Two moves.

Q7. A train is programmed to set/off in Track 1 and make a specific cut on a block of cars to set/off in Track 2 (all the cars would have fit on Track 1) and put engines on the Slip Track. How many moves if this?
A7. Three moves.

Q8. Does Article 9 permit the Carrier to not call a Yardmaster to fill a “tag day” after September 1, 2002 that was regularly filled prior to that date, when there has been no operational change and require the shift to be covered by programming?
A8. No.

Q9. Does Article 9 require the Carrier to call a Yardmaster to fill a “tag day” after September 1, 2002 to work a shift that was regularly covered by programming prior to that date when there has been no operational changes?
A9. No.
Q10. Is a Yardmaster that programmed work prior to September 1, 2002 entitled to the payment(s) provided for in Article 9 for work programmed after September 1, 2002?
A10. Yes.

Q11. Is the programmed instruction for a train which route(s) through the yard on tracks controlled by the Yardmaster and changes crews (makes no set/off or pick/up) considered as one (1) move?
A11. No. moves are defined in Article 9(c), but entitles the Yardmaster to one (1) hour programming pay irrespective of the number programmed.

Q12. Does Article 9 apply to Chief Yardmasters?
A12. Yes.

Q13. Does Article 9 apply to any location that is not listed as a “less than 24/7 location?”
A13. No.

Q14. How are locations added to and deleted from the “less than 24/7” list?
A14. When operational changes are made at a location, change in the list is made by written notice from the General Chairman of jurisdiction to and with the concurrence of the Senior Director-Labor Relations.

Q15. Does programming apply to yard crews?
A15. No, unless an agreement is made between the General Chairman of jurisdiction and local supervision, with copy of the agreement to the Senior Director-Labor Relations.

Q16. Does Article 9 apply when a Yardmaster personally delivers work orders and instructions to a departing road crew under his jurisdiction?
A16. No, so long as the Yardmaster remains on duty until the road crew departs the yard.

Q17. What is the proper compensation for programming three (3) moves when only one (1) of the programmed moves is actually made during the covered period?
A17. One hour’s pay.

Q18. What is the proper compensation for leaving programmed instructions and no moves are made during the covered period?
A18. One hour’s pay, unless trains do not arrive for causes listed in Article 12(b) – Reduction in Force.
February 20, 2004

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Cumby:

This refers to our annual meeting in Miami which addressed a number of issues of common concern. One issue concerned an interpretation of Addendum L - Special Duty Yardmasters. The rule was intended to compensate yardmasters in a like manner to trainmasters for extended periods. The rule has seen wide use on the system and it has become common for yardmasters to accept short-term special duty assignments. In such cases, special duty volunteers forfeit holiday eligibility.

Therefore, it has been agreed that short-term special duty will be considered as any assignment of twenty-one (21) calendar days or less. Such special duty volunteers will retain holiday eligibility. Special duty volunteers for assignments in excess of twenty-one (21) days will be handled in the usual manner.

Very truly yours,

Steven R. Friedman

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064
March 8, 2004

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Cumby:

This refers to our annual meeting in Miami which addressed issues of common concern. It was agreed that management had the right to counsel yardmasters about their attendance at any time. The employee and local chairman will be notified to arrange the date and time. However, attendance counseling will be paid at time and one-half unless conducted during the yardmaster’s regularly assigned working hours. Yardmasters required to participate in attendance counseling on their rest day or prior to their assigned hours will be paid eight (8) hours at time and one-half. Yardmasters may be held on a continuous time basis at the punitive rate for up to sixty (60) minutes coincidental with end of their tour of duty. Once the sixty (60) minute period has elapsed, the yardmaster will be released or paid eight (8) hours at time and one-half for such counseling.

Very truly yours,

Steven R. Friedman

CYS: D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

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Poland, OH 44514-2763

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064
ADDENDUM A

DEDUCTION AGREEMENT

Memorandum of Agreement, entered into by CSX Transportation, Inc., hereinafter referred to as "Carrier", and the employees of said Carrier represented by the UTU - Yardmaster Department, hereinafter referred to as the "Union." This Agreement, known as the "Deduction Agreement", witnesseth:

(1) It is agreed that the Carrier will, in accordance with and subject to the terms and conditions of this Agreement, deduct from the wages due to each employee represented by the Union from whom it receives a valid written wage assignment, described in Paragraph (2), an amount each month during the continuance in effect of his assignment, which shall be equal to the aggregate of the amounts to be paid by such employee to the Union for periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Union.

(2) No such deductions as fixed by Paragraph (1) shall be made from the wages of an employee until after execution by the employee and delivery by the Union to the Carrier of a written wage assignment in a manner and form similar to that provided in Attachment "A", which is made a part hereof. The wage assignment shall be revocable and the revocation shall be executed on a form similar to that appearing in Attachment "B", which is made a part hereof.

The assignment and revocation forms are to be furnished by the Union without expense to the Carrier, in the form designated by the Carrier.

The Carrier shall have no responsibility or obligation whatsoever in connection with the procurement and the execution of such forms by employees and the Union shall arrange for the delivery of the executed forms to the Carrier. The necessary assignment and revocation forms shall be delivered, with the Master Deduction List hereinafter provided for, to the payroll making office of the Carrier not later than the 16th day of the month in which the deduction, or termination of deduction, is to be made effective by the Carrier.

Where the employee submits a form similar to the Wage Assignment Revocation (Attachment "B") signifying his intent and desire to revoke the Wage Assignment Authorization previously submitted by him, to the payroll making office of the Carrier not later than the 16th day of the month, the Carrier will accept it and arrange for the discontinuance of the deduction thereafter.

(3) The General Chairman of the Union shall furnish to the payroll making office the name and address of the Grand Secretary-Treasurer authorized to sign the Master Deduction List, together with three (3) original signatures of the Grand Secretary-Treasurer and advise promptly in the event of any change in the name or mailing address of the Grand Secretary-Treasurer.
(4) Deductions as provided for herein will be made by the Carrier in accordance with the
Master Deduction List furnished to it by the Union. The Grand Secretary-Treasurer of the
Union shall furnish a Master Deduction List for all members who have authorized such
deductions, showing the amount of the regular monthly deduction for each member. The
Master Deduction List shall be prepared in the form and shall contain the information specified
in Attachment "C", which is made a part hereof. Only one copy is needed by the Carrier. The
Master Deduction List should reach the payroll making office no later than the 16th of the
month following the effective date of this Agreement (or no later than March 16, 1965).

The Grand Secretary-Treasurer of the Union will maintain a copy of the Master
Deduction List and keep it updated for all changes. Employees should be shown in alphabetical
order with their identification numbers. The name and complete mailing address of the Grand
Secretary-Treasurer to whom the remittance is to be mailed by the Carrier shall be shown on
these lists.

(5) The amounts contained in said Master Deduction List for individual employees shall,
wherever possible, remain the same from one payroll period to the next. No deduction will be
made for any employee for whom an entry on the Master Deduction List is incomplete, illegible
or otherwise doubtful. Entries for individual employees may be considered incomplete unless
the list contains the information required as specified in Attachment "C", which is made a part
hereof.

It will only be necessary for the Grand Secretary-Treasurer to furnish the payroll
making office each month information as to any change in the deductions from those shown on
the Master Deduction List.

The reason for each change in deduction should be fully explained in the "Remarks"
column, such as, New Authorization Form, Revocation, Omitted Deduction, Arrears, etc. In
cases of Permanent Deduction, Special Assessments and Change in Permanent Deduction, the
following abbreviations may be used: Perm. Ded., Spl. Asscs., Change Perm. Ded. This is
essential so that change may be made where necessary in the deduction file information as taken
from the Master Deduction List. The amount to be deducted as established in the deduction file
information will not be changed until there is a permanent change in the amount to be deducted
each month. In cases of omitted items or non-permanent increases in the amount to be
deducted, only the amount in excess of the regular deduction should be reported. In this manner
the excess deduction will be dropped from succeeding reports, and only the regular deductions
will be continued.

This information should be furnished the payroll-making office no later than the 16th
of each month, beginning with the month of March, 1965. It should be reported on the same
kind of form as used for the "Master Deduction List", only one copy will be necessary.

(6) Deductions will be made, to the extent of available earnings, each month beginning
with coverage for April, 1965, according to information shown on these lists. The deductions
will be made only from earnings due the employees for the first payroll period of each month,
which is the first period of the month which contains only earnings for the current month.
The Carrier will remit by check to the Local Secretary-Treasurer of the Union the total amount of the deductions on or before the 25th day of the succeeding month.

A machine produced list, in alphabetical order showing amount deducted for each employee each month will be forwarded to the Grand Secretary-Treasurer along with the remittance. A copy of the list will be forwarded to the respective General Chairman. The absence of any employees from these lists will indicate such employees were not working or did not have sufficient earnings from which to make the deductions. Regular deductions will be made in subsequent periods to the extent of available earnings as long as the employee's name remains on the Master Deduction List.

No deductions will be accumulated or carried over from month to month for any reason whatsoever. In the event of any error by the Carrier, it shall be authorized to adjust it, advising all concerned accordingly. In the event of any error by the Carrier in the amount of its remittance to the Union, if such error is not otherwise adjusted prior to the dispatch of the remittance the following month, the Carrier will be permitted to adjust the amount of succeeding remittance to correct the error.

(7) The Carrier will not make a deduction from the wages of any employee who does not have due to him the first payroll period of the calendar month an amount equal to the sum to be deducted in accordance with this Agreement, after first deducting, as priority deductions, amounts due in the following categories:

(a) Federal, State and Municipal taxes,
(b) Approved deductions for board and room,
(c) Amounts held by orders of court by garnishment and attachments,
(d) Relief Department payments,
(e) B&O Annuity Plan deductions,
(f) Amounts due the Carrier,
(g) Prior Valid Assignments and Deductions.

(8) Responsibility of Carrier under this Agreement shall be limited to remitting to the Union amounts actually deducted from wages of the employees pursuant to this Agreement and the Carrier shall not be responsible to any employee for making deductions specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Union, unless the Carrier recognizing a mathematical mistake by it elects to make direct adjustment pursuant to the fourth paragraph of Section (6) above.

(9) No part of this Agreement shall be used in any manner whatsoever either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; likewise, no part of any other agreement between the Carrier and the Union shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon compliance or failure to comply with the provisions of this Agreement.
(10) The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses, or damage resulting from the making of this agreement or from compliance or failure to comply with the provisions thereof.

(11) In the event of any change in the representation of any craft or class of employees covered by the deduction lists submitted under this Agreement, this Agreement shall automatically terminate as to such employees from the date that the official notification is received from the National Mediation Board of such change. If the Union institutes any suit against the Carrier under this Agreement, said Agreement shall terminate immediately.

Except as specified herein, this Agreement shall remain in full force and effect until changed as provided in the Railway Labor Act, as amended.
ADDENDUM B

UNION SHOP

This Agreement by and between CSX Transportation Inc. and the employees thereof represented by the United Transportation Union, Yardmasters Dept., witnesseth:

IT IS AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such organization; except that such membership shall not be required of any individual until he has performed thirty days of such compensated service within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

2(a). Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements or furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members in good standing in the organization representing their class or craft within 30 days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this Agreement.

3. Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.
4(a). The carriers will furnish to the organization information requested by the General Chairman with respect to the employment status of employees of the craft or class represented by it, and which information is pertinent to the administration of this agreement. The organization will notify the employing carrier in writing of any employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the carrier will, as promptly as possible, but within ten calendar days of such receipt, notify the employee concerned in writing by registered mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of such notice, request the carrier in writing to accord him a hearing. Upon receipt of such request, the carrier shall set a date for hearing which shall be held as soon as possible and within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing by registered mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the organization and the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered. In the event the employee concerned fails to request a hearing as provided herein, the carrier shall proceed to terminate his employment and seniority in that class or craft not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within ten calendar days of the hearing date and the employee and the organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority in that class or craft shall be terminated within ten calendar days of the date of said decision, unless the carrier and the organization agree otherwise in writing. If the decision of the carrier is not satisfactory to the employee or to the organization it may be appealed directly to the highest officer of the carrier designated to handle such appeals. Such appeal shall be taken within nine calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is tendered. The carrier shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten calendar days of the date the appeal is taken, and the employee and the organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this agreement, his employment and seniority in that class or craft shall be terminated within ten calendar days of the date of said decision, unless the carrier and the organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within seven days thereof the organization involved requests in writing that the decision be reviewed in joint conference by the Vice President of the carriers in charge of Personnel, or his designated representative, and the Chief Executive Officer of the organization involved, or his designated representative. If such request is made, the decision on appeal shall be reviewed in such joint conference within 7
days of the date such request is received, and any decision rendered within such 7 day period shall be final and binding. If the decision on such review is that the employee has not complied with the terms of this agreement, his employment and seniority in that class or craft shall be terminated within 10 calendar days of the date of said decision, unless the carrier and the organization agree otherwise in writing.

(c) Time limits specified in this Section may be extended in individual cases by written agreement of the carrier and the organization.

(d) Provisions of discipline rules contained in rules and working conditions agreements between the carriers and the organization will not apply to cases arising under this agreement.

(e) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its officers and representatives who are authorized to serve and receive the notices described in this Section. The carrier shall notify the General Chairman of the organization of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.

5. Other provisions of this agreement to the contrary notwithstanding, the carriers shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the carrier and the designated representative of the organization involved. The carriers may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of 90 calendar days from the date of the organization's original notice. Employees whose service is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights.

6. An employee whose employment and seniority in a craft or class is terminated pursuant to the provisions of this agreement shall have no time or money claim by reason thereof.

7(a). The carriers party to this agreement shall periodically, at such times and intervals as the organization party to this agreement representing the craft or class shall designate, deduct from the wages of all employees now or hereafter employed in any work covered by the rules and working conditions agreements between the parties hereto all periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall within ten (10) days after making such deductions pay the amount so deducted to such officer of the organization as the organization shall designate, provided, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.
(b) The provisions of subsection (a) of this Section shall not become effective unless and until the carriers and the organizations shall, as a result of further negotiations, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payments and distribution of amounts withheld and any other matters pertinent thereto.

8. This agreement shall become effective on September 1, 1951, and is in full and final settlement of notices served upon the carriers by the organizations on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

9. It is agreed that in the application of the Union Shop Agreement executed this date in Washington between the carriers named and the UTU Yardmaster Department that in so far as Section 1 of said agreement requires membership in the UTU Yardmaster Department, it shall be limited to requiring membership by employees who hold regularly assigned positions coming within the scope of the agreement with the UTU Yardmaster Department, or by employees working exclusively as Extra Yardmasters who have completed training, and who have worked one shift without assistance, and are not maintaining active membership in any other Railroad Labor Organization. This Agreement will not prevent employees not so required to hold membership at their option.
ADDENDUM C

HEALTH AND WELFARE BENEFITS

Section 1

(a) Carrier and the Organization are parties to National Agreements providing Health and Welfare Benefits under United Health Care Contract No. 123000. See Side Letter No.1.

Section 2

In addition to the coverage provided by the policies referred to in Section 1 above, Yardmasters are also covered by a Supplemental Life Insurance Policy, Group Policy G-898024 (RYA National Agreement of November 29, 1979, and subsequent National Agreements.)

Section 3

A Supplemental Sickness Benefits Plan (Trustmark Insurance Company Group Contract 9000) has also been established (RYA National Agreement of October 31, 1978) to cover Yardmasters. The benefits to be provided and the qualifying conditions of this plan are set forth in the October 31, 1978 Yardmaster National Agreement and subsequent National Agreements.
ADDENDUM D

SUPPLEMENTAL RETIREE MEDICAL INSURANCE CONTRIBUTION

Effective July 1982, and for each month thereafter, an amount equal to 2c an hour for each hour of service worked as a Yardmaster during such month by any employee covered by this agreement shall be forwarded to the insurance company that administers the organization's prepaid retiree medical insurance program. Such amounts contributed shall be used solely for the purpose of funding benefits for beneficiaries who have met the eligibility requirements of the Railroad Employees National Early Retirement Major Medical Benefit Plan or who were eligible under such Plan but no longer are because of coverage under Medicare.

NOTE: During negotiations of June 16, 1982 Agreement, it was agreed the above 2c per hour would be diverted from the Cost-of-Living Allowance and on December 20, 1983 it was agreed that effective January 1984, 5c per hour would be diverted from COLA for this purpose. (RYA National Agreement of June 16, 1982.)
ADDENDUM E

OFF-TRACK VEHICLE ACCIDENT BENEFITS

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide an pay such employees, or their personal representative the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

(1) deadheading under orders or
(2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2), and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2), and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under a Met Life Group Policy or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of Both Hands</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of Both Feet</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of Sight of Both Eyes</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot or Sight of One Eye</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.
No more than $300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident."

(1) Medical and Hospital Care:

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy of plan paid for in its entirety by the carrier.

(2) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act."

(3) Aggregate Amount:

The aggregate amount of payments to be made hereunder is limited to $10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane of insane;
(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;

(5) While an employee is a driver of or an occupant of any conveyance engaged in any race of speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payment provided for above will be made, as above provided, for covered accidents on or after November 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative, as the case may be, stipulates as follows:

"in consideration of the payment of any of the benefits provided in Article IV of the Agreement of September 20, 1968 (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

ADDITIONAL F
JOINT DECLARATION

Whereas, the United Transportation Union, Yardmaster Department, and CSX Transportation recognize that the use of alcohol or drugs is a serious problem confronting the railroad industry; and

Whereas, it is the desire of the undersigned to eradicate this problem from CSX Transportation, and to do so in an enlightened manner, fully cognizant of the rights of all employees to a fair, accurate and effective system of detection and a curative process which is not punitive, but recognizes alcohol and drug abuse as a medical problem which needs treatment;

Therefore, the United Transportation Union, Yardmaster Department, and CSX Transportation have worked together on a new comprehensive approach to the problem of alcohol and drug use in the rail industry. The resultant agreement expands testing beyond the scope of present government regulations in an effort to provide greater safety for rail employees and the general public. It further establishes procedures for the identification, evaluation and recommendation of treatment for CSXT employees using alcohol or drugs. Protections to insure accurate test results, employee privacy and union participation in the program are included in the agreement.

This landmark agreement represents an enlightened labor/management cooperative approach to a present danger in our society. It is the joint hope of the United Transportation Union, Yardmaster Department, and CSX Transportation that this innovative agreement will serve as a model for others to resolve the problem of alcohol and drug abuse which today confronts all sectors of American industry.

SIGNED this 6th day of August, 1987, in Washington, D. C.:

United Transportation Union

By: ___________ Fred A. Hardin
Fred A. Hardin, President

CSX Transportation, Inc.

By: ___________ John W. Snow
John W. Snow, President

Brotherhood of Locomotive Engineers

By: ___________ Robert E. Delaney
Robert E. Delaney, President

By: ___________ Ronald W. Drucker
Ronald W. Drucker
President
CSX Rail Transport

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AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC., AND
THE CHESAPEAKE AND OHIO RAILWAY COMPANY
AND ITS EMPLOYEES REPRESENTED BY
UNITED TRANSPORTATION UNION

Whereas CSX Transportation, Inc. (hereinafter "CSXT"), and the United Transportation Union, Yardmaster Department, recognize that the use of alcohol and/or drugs by employees on duty or subject to call is a serious problem within the railroad industry, and that the safety of the general public as well as that of all employees is jeopardized by the use of drugs and alcohol.

Further, whereas the UTU, Yardmaster Department, and CSXT recognize that employees found to have alcohol and/or drugs in their system will not be allowed to perform service.

Therefore, in consideration of the mutual promises contained herein, the parties agree to implement the following procedures governing the identification, evaluation, and rehabilitation of employees who use drugs and alcohol.

1. Drug and alcohol tests shall be performed on any and all employees involved when the following events occur:

   a. Any FRA reportable accident under 49 CFR, Part 225, in which a minimum of $5,200 damage occurs but which does not reach the thresholds defined in Subpart C of 49 CFR, Part 219, for mandatory post-accident testing. The railroads' supervisor will exclude the employee from the required testing under this subsection if the accident was a grade crossing accident, or caused by an act of God, or track and mechanical failures and which are not coupled with Operating Rule violations.

   b. Any FRA Group A reportable injury. Employees will have all injuries evaluated and/or treated by health care professionals prior to the collection of samples (See Appendix C). An exception to the testing requirement will be granted by a railroad supervisor where it is determined that the employee is merely a passive participant in circumstances leading to the injury. Example of such circumstances include, but are not limited to, the following:

      (1) Situations involving bee stings, dog bites, snake bites, etc.;

      (2) Foreign particles in the eye when wearing safety glasses, or when safety glasses are not required.

      (3) Employees injured as a result of vandalism;
(4) Passengers in company vehicles or in company-furnished taxi cabs that are involved in accidents;

(5) Injuries as a result of exposure to hazardous material in a customer's plant or facility;

(6) Employees suffering from chronic occupational illnesses, developed from exposure over a long period of time, such as loss of hearing, asbestosis, etc.;

(7) Employees struck by flying objects, such as rocks, cinders, boards, etc.; and

(8) Employees subjected to an assault by one or more persons and when it is clearly evident that the injured worker did not provoke the assault.

2. Employees shall be subject to drug and alcohol testing when reasonable suspicion exists that the employee has been using alcohol or drugs, based upon the appearance, behavior, speech, or body odors of the suspected employee. To require urine testing, a determination must be made by two supervisory employees, one of which must be qualified by having attended the railroads' three hours of drug training program. Employees tested under this section will be withheld from service until the test results have been received by the Medical Department. The individual will be provided a copy of the laboratory report. If the test(s) result is negative, the employee will be paid for all time lost and be immediately returned to service.

3. Drug and alcohol urine screening also shall be required as a part of all reinstatement physical examinations, all return from furlough examinations, and all other Company-sponsored examinations for individuals who have been out of service for more than 90 days.

4a. Employees who are required to be tested for drugs and alcohol under this Agreement are required, as a condition of employment, to provide the necessary urine samples to the railroad at their designated medical facilities. Employees tested pursuant to Sections 1 or 2 of this Agreement shall be afforded an opportunity to also provide blood samples, but it is not required. If the employee's urine test is positive for drugs at the levels described in Section 7, the test results will be considered positive and conclusive for drugs, notwithstanding the results of the blood test. The results of blood testing will be provided to the Employee Assistance Program Counselor to help establish usage patterns. If the employees urine test for alcohol is positive, at the levels described in Section 8, and the employee was offered and refused to give a blood sample, the urine test shall be considered positive and conclusive. If blood was given as part of an alcohol test and negative, the test results will be considered negative, but only for alcohol. The employee will be provided written notification of the drug and alcohol test results.
4b. If an employee refuses to give samples of urine as specified under the terms of this Agreement, he/she will be taken out of service immediately and be charged with insubordination and a hearing will be conducted under the terms of applicable collective bargaining agreements and practices that may result in discipline.

5. No employee shall be screened for alcohol and/or drugs under Sections 1 and 2 of this Agreement after eight hours have passed from the triggering event as specified in Sections 1 and 2, or after having been relieved from duty.

6. When drug and alcohol testing occurs in Sections 1 or 2 pursuant to this Agreement, the employee shall render his or her full cooperation to the supervisor and the staff of the testing facility in completing a Testing Control Form (sample attached - Appendix A). Information to be collected on this form shall include data on the individual being tested, reasons the individual is being tested, and specifics about the sample collection procedure. Further, the form shall provide space for the tested employee to offer a statement if the employee so desires.

The railroads shall provide the tested employee with a copy of the Testing Control Form at the time samples are drawn. The original copy of this form will be placed in the employee's personnel record.

7. The drugs for which the railroads will screen an employee's urine sample include, but are not limited to, the following: amphetamines, barbiturates benzodiazepines, cannabinoids, cocaine, methadone, methaqualone, opiates, and phencyclidine. These samples initially will be screened by EMIT method (an immunoassay method) and all positives will be confirmed by gas chromatography/mass spectroscopy (GC/MS) and reported quantitatively. Cannabinoids will be screened with a detection limit of 100 ng/m. The cannabinoids will be confirmed by use of the GC/MS detecting the Delta 9 fraction, at a confirmation detection limit of 20 ng/ml.

8a. For the alcohol tests mandated in this Agreement, the railroads will test the employee's urine. The urine alcohol determination will be performed via enzyme kinetic methods and positive results will be confirmed by gas chromatography (GC). No urine alcohol test will be considered positive at levels less than 20 mg/dl.

8b. As to those employees who, pursuant to Section 4, elect to provide a blood sample, that blood sample will be tested to confirm any positives which resulted from the urine screens. Confirmations for positive drug results will be done by the GC/MS method. Confirmation of positive urine alcohol findings will be done by the GC method. No blood alcohol test will be considered positive at levels less than 20 mg/dl.

8c. Nothing in Section 8 is intended to change the provisions of Section 4 with respect to the conclusiveness of the urine test for drugs.

9. Samples shall be obtained from the employees in accordance with the procedures set forth in Appendix C attached.
10. The testing laboratories which the railroads will use to analyze urine and blood samples provided by the employee pursuant to this Agreement will be of high quality. Should the UTU have valid questions about the competency of the testing laboratory, the railroads, upon receipt of such question, shall investigate the matter and report its findings to the UTU. Should standards and certification be established by the National Institute of Drug Abuse, the laboratory selected by the railroads must be able to satisfy these criteria. The chosen laboratory must observe established FRA mandated chain of custody requirements and have appropriate safeguards for the handling of all samples.

11a. Any employee tested under this Agreement and found to be positive for drugs and/or alcohol in accordance with Section 4 hereof, except as provided in Subsection (b), will be medically disqualified by the Carriers’ Chief Medical Officer, and will be required to participate in the Employee Assistance Program for evaluation and successfully complete the prescribed treatment program prior to being considered for return to service. An employee’s return to service further will be predicated upon the passing of a re-examination by the Medical Department, which will include alcohol and drug screens. (This procedure is explained in Appendix B).

11b. Former employees who are being considered for reinstatement to service and as such are required to take a reinstatement physical examination who have a positive drug and/or alcohol finding, as provided for in Section 4, must within forty-five (45) days of receipt of notification of the positive drug or alcohol finding, begin to participate in the Employee Assistance Program. Such a former employee must also meet all the requirements of Subsection 11(a) and 11(b) of this Agreement shall permanently preclude the employee from being rehired.

12. All employee drug and alcohol test results will be confidential and will not be provided to the railroads’ Operating Departments' supervisors in either verbal or written form, or be made a part of the employee’s service record. Employee Assistance Program records, including the counselor notes, will be confidential and will not be released to the employee, management of the railroad, except for the Chief Medical Officer, personnel of the Employee Assistance Program, and, to the extent the need arises to protect the confidentiality of EAP records, the railroad’s Law Department.

13. If an employee is medically disqualified as a result of drug and alcohol testing done pursuant to this Agreement, and the employee or his representative objects to either the evaluation or the treatment recommendations of the railroads' Employee Assistance Program counselors, the employee or his representative may appeal the evaluation or treatment by requesting the railroads' highest designated officer under the Railway Labor Act to establish a joint medical board in accordance with the following procedure:

a. The employee involved, or his representative, will select a physician to represent him and the railroad will select a physician to represent it. If the two physicians thus selected shall agree on the correctness of the Employee Assistance Program counselor's evaluation and/or treatment recommendations or determination of completion, the conclusion reached by them shall be final.
b. If the two physicians selected in accordance with the foregoing paragraphs cannot agree, the railroad and the employee's representative shall select a third physician to be agreed upon by them who shall be a practitioner of recognized standing in the medical profession and a specialist in the drug and/or alcohol abuse treatment. The three selected physicians shall constitute a Board which will then examine the employee and the evaluation and treatment recommendations or determination of completion of the Employee Assistance Program counselor and render an opinion supported at least by a majority of the Board as to the proper evaluation and course of treatment or determination of completion for the employee. The Board's findings shall be final and binding.

c. The Carrier and the individual employee will each defray the expenses of their respective physicians. The expenses of the third member of the Medical Board will be divided equally between the Carrier and the individual employee.

14. This Agreement is without prejudice to the right of the railroads' Chief Medical Officer to require additional drug and/or alcohol tests as a part of any required company-sponsored physical examination. It is not the intention of the railroads to require drug and/or alcohol tests as a part of all company sponsored physical examinations. The Medical Department intends to use drug and alcohol tests in certain company-sponsored physicals to collect additional medical findings when warranted by the situation.

15. The Carrier will provide training to all its Transportation Department officers responsible for authorizing tests of employees under Section 2 of this Agreement. Copies of the Agreement will be made available to all employees represented by the UTU, and optional orientation sessions will be held throughout the railroads' systems outlining the procedures for implementing this Agreement.

16. An Oversight Committee will be established, composed of one member each from the UTU, Transportation and Labor Relations Departments, the Chief Medical Officer, and the Director-Employee Assistance Program. This Committee will meet twice a year to:

   a. Review the overall results of the testing conducted pursuant to this Agreement.
   
   b. Identify and make recommendations to resolve any implementation difficulties; and
   
   c. Assure quality control of the testing facilities and procedures. In this regard, the Committee will be responsible for developing, implementing, and monitoring blind testing procedures of any laboratory used to support this Agreement.

17. The railroads agree that drug and alcohol tests will not be authorized solely as a result of any anonymous phone calls, letters, or other anonymous communications regarding the behavior or actions of an employee.
18. This Agreement will not have any effect on the appeal by the UTU now in front of the Ninth Circuit on the FRA Rule to Control Alcohol or Drug Use in Railroad Operations, nor will the Agreement be changed or altered as a result of the findings of the Court.

19. It is recognized by both parties that this Agreement shall become null and void should any federal law be enacted requiring railroads to implement mandatory random drug testing on employees covered by this Agreement. Nonetheless, portions of this Agreement not in conflict with such legislation shall continue in full force and effect.

20. This Agreement shall not be considered as waiving any right of the railroads or objections by an employee to the conducting of searches of lockers or personal property of the employee by the railroads' employees or agents for disciplinary purposes; and by entering into this Agreement, UTU shall not be considered as having concurred with or expanded upon any right of the railroads relative to conducting searches of lockers or personal property for disciplinary purposes.

21. This Agreement is initialed this date subject to approval and ratification of all the appropriate UTU General Chairmen within thirty (30) days hereof. It is agreed that this Agreement is without prejudice to the railroads' position that they have a right to impose the terms hereof pursuant to FRA regulations or otherwise, and to the Organization's position that they do not. Should this Agreement not be approved and ratified by all the UTU General Chairmen, it is agreed that neither this Agreement or any of the discussions surrounding it will be introduced in any court, board or other proceedings.

22. The railroads agree that they will not seek monetary indemnification for litigation expense or damages from the UTU should litigation be brought by an individual employee or group of employees, which is not authorized by UTU and in which UTU is not acting in concert with such employee(s), over the railroads' testing of the employee under this Agreement. However, the railroads may join the UTU in such litigation where its presence is needed because of the remedy sought, such as back seniority.

23. Any dispute over the interpretation or application of the Agreement, except as provided in Section 12 hereof, should be submitted to a Special Board of Adjustment pursuant to 45 USC 153 (Second), and the arbitration provisions in the collective bargaining agreements between the UTU and the railroads pursuant to the mandate of Section 3 of the Railway Labor Act.

24. This Agreement shall remain in effect through June 30, 1990, and thereafter until changed in accordance with the Railway Labor Act, as amended. Neither party to this Agreement shall serve, nor progress, any notice or proposal for changing the terms of this Agreement prior to June 30, 1989, and any pending notices relating to the subject matter of this Agreement are withdrawn. This does not bar the parties from agreeing in writing upon any matter of mutual interest.
25. The effective date of this Agreement Shall be 8/6/87.

Signed at Wash., D.C. this 6 day of August, 1987.

FOR: 
UNITED TRANSPORTATION UNION

Daniel W. Collins
Daniel W. Collins, Director
Employee Assistance Programs

FOR: 
CSX TRANSPORTATION, INC.

John L. Sweeney
John L. Sweeney
R. C. Arthur
R. C. Arthur, Yardmasters
(Former B&O)

Robert E. Upton

FOR:
THE CHESAPEAKE & OHIO
RAILWAY COMPANY

R. L. Banks
Robert L. Bank, Yardmasters
(Former B&OCT)

John L. Sweeney

W. C. Burns
W. C. Burns, Yardmasters (Former
Nash. Term and NC&STL)

Robert E. Upton

D. S. Davis
D. S. Davis, Yardmasters (Former CRR)

Robert E. Upton

E. G. Goodale
E. G. Goodale, Yardmasters (Former SCL)

E. G. Goodale

D. L. Gurley
D. L. Gurley, Yardmasters (Former L&N)

Ronald W. Drucker

R. L. McAtee
R. L. McAtee, Yardmasters (C&O)

Ronald W. Drucker, President
& Chief Executive Officer
CSXRTG

Approved by:
F. A. Hardin
F. A. Hardin, President
United Transportation Union

John W. Snow

John W. Snow, President
& Chief Executive Officer
CSX Transportation, Inc.
Appendix A

This form shall be completed for each individual employee who is required to submit to a testing procedure regardless if testing is mandatory pursuant to the FRA Rule or pursuant the drug and alcohol testing agreement between the railroads and the Organization.

Date and Time    Employee Name (print)    Employee ID No.

Name of Supervisor Requiring Test    Title

Signature of Supervisor Requiring Test

Railroad Location

Reason for Testing

    ____  Haz-Mat Spill
    ____  $500,000
    ____  (FRA) Mandatory Test
    ____  Fatality
    ____  Impact over $50,000
    ____  Impact with reportable injury

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_______ FRA Reportable Accident
_______ Agreement Required

_______ FRA Reportable Injury

_______ Reasonable Suspicion based upon the behavior of the employee.
    Please describe circumstances


Samples to be Provided

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<th>FRA Mandatory</th>
<th>Reasonable Suspicion</th>
<th>Refused Samples</th>
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</thead>
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<td>Urine</td>
<td>Urine</td>
</tr>
<tr>
<td>Employee Initials</td>
<td>Blood</td>
<td>Blood</td>
</tr>
<tr>
<td>Employee Initials</td>
<td>Employee Initial</td>
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</tbody>
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SAMPLE COLLECTION

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<thead>
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<th>Institution Collecting Samples - Name and Address</th>
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<tbody>
<tr>
<td>Name &amp; Title of Person Collecting Sample</td>
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<td>Date and Time Sample Provided</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>Date and Time Sample Shipped</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Urine Sample #</th>
<th>Blood Sample #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urine Sample #</td>
<td>Blood Sample #</td>
</tr>
</tbody>
</table>

TESTING CONTROL FORM
April 2, 1997

Mr. R. P. DeGenova, General Chairman  
United Transportation Union – Yardmaster Department  
8127 Cliffview Drive  
Poland, Ohio 44514-2763

Mr. E. C. Howell, General Chairman  
United Transportation Union – Yardmaster Department  
522 Fairfield Way  
Evans, Georgia 30809

Mr. D. K. Turner, General Chairman  
United Transportation Union – yardmaster Department  
3025 Sherwood Court  
Flatwoods, KY. 41139

Gentlemen:

This refers to our previous correspondence issued on behalf of the members of the Drug and Alcohol Oversight Committee, concerning proposed changes to paragraphs 4a and 4b of the August 6, 1987 Testing Agreement. The members of the Oversight committee are requesting your concurrence in these changes to allow for alcohol testing to be conducted by breath alcohol testing devices rather than by the taking of blood or urine samples.

The following paragraphs will replace the existing paragraphs 4a and 4b:

4a. Employees who are required to be tested for drugs and alcohol under this Agreement are required, as a condition of employment, to provide the necessary urine and/or breath samples for testing. Urine samples will be required for drug testing. Alcohol testing will be done by breath alcohol testing devices. Samples will be provided to the railroad or its designated representative (consistent with guidelines provided in CFR Part 40). If the employee’s urine test is positive for drugs at the levels described in section 7 (levels consistent with Federal Guidelines as contained in the Federal Register), the test results will be considered positive for drugs. If the employee’s breath test for alcohol is positive, at the levels described in Section 8 (levels consistent with Federal guidelines as contained in the Federal Register), the breath test shall be considered positive and conclusive. The employee will be provided written notifications of the drug and alcohol results.

4b. If an employee refuses to give urine or breath samples as specified under the terms of this Agreement, he/she will be taken out of service immediately and be charged with insubordination and a hearing will be conducted under the terms of the applicable collective bargaining agreement and practices that may result in discipline.
Please note that these changes will serve only to permit substitution of the universally accepted Breath Alcohol Testing devices (BAT) for the more intrusive and offensive urine testing methodology presently called for under the terms of our agreement for alcohol testing. The members of the CSX Drug and Alcohol Testing Agreement Oversight Committee have concurred that the BAT methodology for alcohol testing is not only less intrusive, it is also more efficient in both application and accuracy. However, in order to revise the agreement, your concurrence, as party to the agreement, is necessary.

If you concur in these changes to adjust the August 6, 1987 Testing Agreement, please return a signed and dated copy for our files. We would like to make this modification effective June 1, 1997 for our entire system. It would be appreciated if you would give this your prompt attention.

Yours truly,

Dannie E. Strickland
Director Employee Relations

Richard P. DeGenova 4/3/97
General Chairman Date

Eric C. Howell 4/3/97
General Chairman Date

Doyle K. Turner 4/3/97
General Chairman Date
ADDENDUM G
GUARANTEED EXTRA BOARD AGREEMENT

It is hereby agreed that Yardmaster Guaranteed Extra Boards (GEB) will be established in accordance with and be governed by the provisions of this Agreement, unless otherwise agreed by the parties.

1. Guaranteed Extra Board positions will be advertised pursuant to the bulletin requirement of Article 14 of the Yardmaster Agreement. The provisions of Article 12 of this Agreement shall govern when a Guaranteed Extra Board position is abolished, except the ten (10) day calendar notice found in Article 12(a) shall be reduced to five (5) calendar days.

2. GEB Yardmasters will be called and used on a first-in, first-out basis for all extra Yardmaster work.

3. The GEB Yardmaster workweek will begin on Saturday and conclude on Friday. Each GEB Yardmaster position will be assigned one (1) rest day each week. The rest days will be assigned by the Carrier and will be the same each week. Changes in the rest day will be made in accordance with Article 14. Employees assigned to the GEB will be paid a minimum of forty (40) straight time hours for each workweek, for which they are fully available. Such Yardmasters must be available for call during the period beginning two hours prior to the earliest starting time for each trick, and ending one hour after the latest starting time for each trick. The forty (40) hour guarantee will be reduced by eight (8) hours for each calendar day or part thereof a Yardmaster is unavailable for work.

NOTE: "Rest day" is defined as a twenty-four (24) hour period beginning at 0001 to 0001 the following day or a twenty-four (24) hour period from the time released from last shift worked, if that last shift continues into the scheduled rest day. For example, a Yardmaster is released from last shift worked at 0759 and receiving a call for a 0600 position the following day does not constitute rest day compensation.

4. A Yardmaster who marks off the GEB for any reason, including missing a call, will remain off for a minimum of twenty-four (24) hours, and the forty (40) hours guarantee will be reduced in accordance with Section 3 above.

5. A Yardmaster who is not assigned to a GEB for an entire seven (7) day work week (Saturday through Friday) will be entitled to a GEB guarantee to be determined by the number of days the employee is assigned to the GEB in accordance with the following:

   (a) A GEB occupant will be considered to be assigned to the GEB on any day he is not displaced prior to 12:01 p.m.

   (b) A Yardmaster acquiring a GEB position through displacement will be considered assigned to the GEB on any day acquires the position no later than 11:59 a.m.
(c) Such Yardmaster will be entitled to a GEB guarantee for the week based on the number of days assigned to the GEB in accordance with the provisions of Section 13 below.

6. Yardmasters applying for a position on the GEB or attempting to displace onto a GEB position must be qualified on at least two (2) Yardmaster locations which are protected by the Board.

7. When a temporary vacancy of twenty (20) or more days occurs on a GEB position, it will be protected by the senior Extra Unassigned Yardmaster who is qualified pursuant to Section 6 of this Agreement. (NOTE – This Section 7 does not apply to B&O and BOCT Yardmasters.)

8. If the GEB becomes exhausted, extra Unassigned Yardmasters will be used in seniority order, if qualified, before using the qualified Regularly Assigned Yardmasters at punitive rate.

9. Yardmasters assigned to the GEB will be considered as regularly assigned for the purposes of applying all the rules of the Yardmaster Agreement, except that employees assigned to GEB positions(s) can be worked two shifts in a calendar day at straight time rate provided such employee has a minimum of eight hours rest between shifts, and the position is not covered by the Hours of Service Law. Refusal of a call which would put a Yardmaster on duty for a twenty-four (24) hour period will not be charged against a Yardmaster’s guarantee.

10. Yardmasters assigned to the GEB may be used to assist Trainmasters, other Yardmasters or other Carrier Officers in the performance of their duties or perform other work which does not cross craft lines as part of their forty (40) hours guarantee.

11. When a regular relief assignment is assigned one day on the GEB to complete a forty (40) hour work week, the incumbent of this position will be placed ahead of all other Yardmasters assigned to the GEB for the 24 hour period so assigned. This will not prevent the Carrier from using such employee in accordance with Paragraph 10 above to complete the 40 hour work week. Employees who voluntarily accept punitive rate shifts and thereby are unavailable for their next regular shift will not be entitled to payment for the lost time.

12. The following payments will be counted toward the computation of the GEB 40 hour guarantee:

   a. Safety Day(s)  
   b. Personal Leave Day(s)  
   c. Vacation Day(s)  
   d. Bereavement Leave  
   e. Jury Duty  
   f. Holiday(s) Worked  
   g. Company Business (Determined by Supervisor)

13. Guarantee due for Yardmasters assigned to the Guaranteed Extra Board less than a full payroll period will be determined on the basis of the table below:
<table>
<thead>
<tr>
<th>NO. OF DAYS ASSIGNED TO GEB</th>
<th>GEB DAYS GUARANTEED</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$1/6 \times 5 = 1$</td>
</tr>
<tr>
<td>2</td>
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</tr>
<tr>
<td>6</td>
<td>$6/6 \times 5 = 5$</td>
</tr>
</tbody>
</table>
ADDENDUM H

CHIEF YARDMASTER AGREEMENT

1. It is understood that when by mutual agreement between the General Chairman and the Carrier, a Chief Yardmaster position is established for a particular location, that this Addendum will apply.

2. A Regular Yardmaster assigned to the position of Chief Yardmaster will be considered as a Regularly Assigned Yardmaster for the purpose of applying all rules of the CSXT System Yardmaster Agreement, except those specifically changed herein.

3. This position is special by nature and will have a forty-five (45) day abolition notice which is thirty-five (35) days longer than a regular Yardmaster abolition notice as specified in Article 12 (a) of this Agreement. The General Chairman may also cancel a specific position by a forty-five (45) day notice to the Carrier.

4. A Chief Yardmaster is responsible for performance of those functions that accrue to the Yardmaster craft by virtue of the Scope Rule with the CSXT System Yardmaster Agreement and, in addition, such other duties as prescribed by his supervision. It is not intended these additional duties necessarily be confined to a strict geographical location. It is understood that a Chief Yardmaster position will not be established to infringe in any way upon the work of another Yardmaster. Also, it is not intended that the Chief Yardmaster be expected to perform work accruing to some other craft and the performance of duties outside the existing Scope Rule serve to bring these functions under its coverage.

5. This Agreement contemplates maximum flexibility in the use of the Chief Yardmaster position. Thus, it is intended that those rules in conflict with this concept be suspended. For example, the Chief Yardmaster will be paid $4506.82 per month, subject to future general wage increases and COLA and such rate to encompass all service rendered. Thus those rules pertaining to penalty pay, holiday pay, and similar types of compensation will not be applicable. On the other hand, those agreement provisions not in conflict such as rules pertaining to vacation eligibility, union shop, health and welfare, discipline, etc., clearly shall remain in effect.

6. A Chief Yardmaster position will be advertised to Yardmasters holding seniority on the roster where the Chief Yardmaster is located. The Carrier will have the right to select the applicant to fill the position without regard to seniority.

7. The Chief Yardmaster also will be subject to participation in the CSX ESOP/401(K) commonly referred to as the “Capital Builder”, subject to the eligibility requirements of that program. Further, he will be eligible for additional compensation in the form of CSX Stock, dependent on accomplishing performance goals mutually established with his supervisor. Additional compensation provided in the paragraph will be handled in accordance with the provisions of paragraph 9, below.
8. The terms of the “Capital Builder” program are as follows: (A) An eligible Yardmaster is one who is subject to the terms of this Agreement. (B) Commencing on December 1 of each year, CSXT will make a contribution of thirty (30) shares of CSX common stock to the account of each eligible Chief Yardmaster as defined in paragraph (A) above who: (1) during the preceding year qualified for a vacation in the year in which the stock is credited, performed service as a Chief Yardmaster during at least five (5) months of the calendar year in which the stock is credited, and, (3) is in active service on November 30th of the year in which the stock is credited. (C) The shares of CSX stock allocated to an eligible Chief Yardmaster pursuant to paragraph (B) above shall become vested upon completion of five (5) years of service completed with the Carrier. (D) On or after the initial January 1st, an eligible Chief Yardmaster as defined above will have the election of diverting a portion of his CSXT pre-tax income through payroll deduction to the Capital Builder Program in accordance with its terms. The amount of a Chief Yardmaster’s diversion of income to the Capital Builder Program may not exceed the limits provided by applicable law.

9. The issuance of CSX stock under the terms of this Agreement will go into the Capital Builder Program unless a cash payment is requested, in writing, by the Chief Yardmaster to the Highest Designated Officer.

10. If it is mutually determined by the Carrier and the General Chairman that relief or extra help is needed by the Chief Yardmaster, vacancies will be filled in accordance with the CSXT System Yardmaster Agreement.

11. Chief Yardmasters will not be used to fill vacancies on Regular Yardmaster Assignments unless there is absolutely no other alternative.

12. The parties want this Agreement to work to the mutual benefit of the Carrier and the Chief Yardmaster. If problems arise, the parties must discuss matters in a good faith effort to try and work out a solution. Cancellation of this Agreement is the last alternative that should be exercised by either of the parties.
ADDENDUM I

JOB ABOLISHMENT ALTERNATIVE

This Addendum does not convey to the Carrier the ability to create consolidated Yardmaster offices; however, when a notice has been served to abolish a regular Yardmaster position, a conference, if requested, will be arranged with the General Chairman during the ten (10) day period specified in Article 12, Reduction in Force. Subsequent to the conference the Carrier will advise the reasons for the job abolishment and the distribution of any remaining Yardmaster duties in accordance with the following:

1. Remaining duties may be consolidated with existing Yardmaster positions at that terminal.

2. Remaining Yardmaster duties, and additional yard switching functions from other non-covered locations, may be consolidated into a new Yardmaster position at that location on that former property.

3. Remaining duties may be transferred to the next nearest Yardmaster location (closest in highway miles) in that Region on that former property, unless otherwise agreed to by the parties.

(a) Yardmasters adversely affected by a transfer of duties will be entitled to protection equal to New York Dock, except:

(i) Yardmasters may elect not to relocate by moving over the thirty (30) miles radius and exercise seniority in their basic craft, while retaining their Yardmaster seniority.

(ii) Yardmasters whose duties are transferred will be offered a separation allowance equivalent to 360 day’s pay at the rate of the last position worked and terminate all service with the carrier, or

(iii) Accept an allowance of $20,000.00 in return for forfeiture of all Yardmaster seniority (election of this option will not affect rights an employee may have under another Agreement).

(iv) Yardmasters with less than six (6) years service will have their allowances pro-rated in accordance with the provisions of New York Dock.

4. Vacancies created by a transfer of duties under this Rule will be filled in the following manner:

(a) Advertise the position within the seniority Region in accordance with Article 14.

(b) Advertise the position on the former property.
(c) Advertise the position system wide.

(d) Yardmasters relocating outside their seniority region under this rule will establish a new seniority date in the region to which relocated. Seniority in their previous region will be terminated.

5. Yardmasters relocating under 4 above will be afforded the relocation benefits provided in Article 11. (See Side Letter No. 1, Northern Lines)
ADDENDUM J

Sickness Plan
(CSXT Northern Line-former Conrail)

(a) There is hereby established a non-governmental plan for sickness allowance supplemental to the sickness benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended. It is the purpose of this sick leave rule to supplement the sickness benefits payable under the Act and not to replace or duplicate them.

(b) Each Yardmaster holding a regular or extra position unable to perform work due to sickness or injury (except injuries covered under Article IV of the September 20, 1968 Agreement) will be granted a supplemental sickness allowance for the following number of working days, beginning on the first day of sickness or injury, in a calendar year after completion of the specified continuous years of service with the Carrier:

<table>
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<th>CALENDAR YEARS OF CONTINUOUS SERVICE</th>
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(c) The supplemental allowance to be paid under paragraph (b) will be equal to ninety (90) percent of the Yardmaster’s daily straight time compensation (or for Extra Yardmasters ninety (90) percent of the GEB rate) less the maximum daily sickness allowance which the Yardmaster will be paid, or could be paid, if proper claim were made by said Yardmaster, under the Railroad Unemployment Insurance Act. In computing such allowance, only the period during which the Yardmaster is accorded sick allowance as provided in this rule will be considered.

(d) After the supplemental sickness allowance in the preceding paragraphs has been granted, a Yardmaster covered by paragraph (b) will be entitled to coverage of the National Supplemental Sickness Benefit Plan (Trustmark Insurance-Group Contract 9000). Four (4) unused sick days, if available, under paragraph (b) will be considered as the qualifying days under the National Supplemental Sickness Benefit Plan.

(e) Sick days paid under paragraph (b) are not deductible from the total days coverage under the National Supplemental Sickness Benefit Plan.

(f) At the end of each calendar year, the value of unused sick days will be deposited in the Yardmasters’ 401(k) account. If no account has been established, the value will be paid as a cash payment. “Value” is defined one half (50%) of 90% of the daily rate of the last Yardmaster position worked in that year. Deposits in the 401(k) account or cash payment will be made prior to January 31 of the next year.
(g) Employees who have established Yardmaster seniority under the CSXT (Conrail) Yardmaster Agreement on the effective date of this Agreement will be “grandfathered” in the Sick Days benefit provided in this Addendum.

(h) Employees who establish Yardmaster seniority under the CSXT System Yardmaster Agreement after the effective date of this Agreement will be covered by the Supplemental Sickness Benefit Plan provided for in the CSXT System Yardmaster Agreement.
ADDENDUM K

YARDMASTER SKILLS UPDATE PROGRAM

1. A Skills Update Program will be made available to Yardmasters and completion of the program will entitle the Yardmaster to receive an additional $1.00 per hour for a one year period beginning January 1 of the succeeding year.

2. The Skills Update Program will be available to Yardmasters who have earned a vacation in Yardmaster service. Beginning January 1 of the year in which the vacation is to be taken, the Yardmaster will be permitted to take the current Skills Update Program, and, if completed, will receive the $1.00 dollar per hour that year.

3. Completion of the Skills Update Program will be required not more than one time per year for payment to be received in the succeeding year, or until another Skills Update Program is offered.

4. The Skills Update Program will be offered in the Yardmaster’s terminal of employment.

5. A period of 120 days will be allowed for a Yardmaster to complete the “program.”

6. Make-up sessions will be available to Yardmasters who are off due to illness or leave of absence when they return to active service.

7. The Skills Update payment will commence on January 1, 1999, or on date of ratification if later than January 1, and continue for all Yardmasters meeting the criteria set forth in Item 2 above until the program is administered in 1999. Yardmasters who do not complete the program, will cease to receive the supplemental wage payment for the balance of 1999.

8. Programs for 1999 will be used to determine those Yardmasters who will continue to receive the supplemental wage payment for the balance of that year and for the year 2000. Thereafter, the program will be administered in accordance with Item 3 above.

9. It is anticipated that the “program” will be a computer based program for application at our Training Pods, or on portable personal computer equipment furnished at other locations; however, until developed for computer application, the program may be:

1. Administered by a Company Officer as a classroom exercise.

2. Administered through the use of a self-study guide.
ADDENDUM L

SPECIAL AND OTHER DUTIES

Section 1 – Special Duty Yardmasters

(a) Yardmasters may be selected as a Special Duty Yardmaster by the Carrier. Acceptance of assignment as a Special Duty Yardmaster will be on a voluntary basis.

(b) Selection of Yardmasters under this rule will be made at locations where there is a surplus of Yardmasters. A “surplus” is defined as having more than one (1) Extra, Substitute or Guaranteed Extra Board Yardmaster for each six (6) Regular Yardmaster positions. At locations with less than six (6) Regular Yardmaster positions, including Guaranteed Extra Board Yardmasters, a Yardmaster will not be selected if this will leave no Yardmaster for a Guaranteed Extra Board position, or no non-guaranteed Extra Yardmaster at locations with no Guaranteed Extra Board.

(c) When a Yardmaster is released from “Special Duty Yardmaster status, the Yardmaster will return to his previous Yardmaster position, unless occupied by a senior Yardmaster or the position has been abolished, in which event the Yardmaster will be entitled to exercise seniority over any junior Yardmaster at that location. Yardmasters returning from Special Duty Yardmaster assignment will be allowed to train under pay at the rate of their assignment, if necessary. The local manager and local chairman will confer on the number of training days necessary. If a disagreement exists, the matter will be referred to the Director of Employee Relations, who will confer with the General Chairman for resolution of the issue.

(d) Yardmasters selected as a Special Duty Yardmaster may work at any location on the system covered by this rule. Special Duty Yardmasters will not be permitted to perform the functions of, or be used to replace, a Yardmaster.

(e) Compensation will be not less than the regular rate of the Yardmaster’s position when selected as a Special Duty Yardmaster at the home terminal for periods of less than thirty (30) days. If selection is thirty days or more at the home terminal, or the assignment is at another location on the system, compensation will be ten (10) hours per day at the pro rata rate of the highest regular Yardmaster’s position in the home terminal. A Yardmaster being paid at the rate progression level less than 100% of the rate, will receive 100% of the rate while assigned as a Special Duty Yardmaster.

(f) Yardmasters selected as Special Duty Yardmasters will be subject to this rule and may not be displaced while serving as a Special Duty Yardmaster.

(g) Yardmasters selected to serve as Special Duty Yardmasters will be granted a leave of absence for up to one (1) year. The one (1) year leave may be extended by mutual Agreement between the General Chairman and Director Employee Relations. For Yardmasters working as Trainers for new Yardmasters, leave of absence will be granted for up to three (3) years.

120
(h) Vacancies created when Yardmasters are selected as Special Duty Yardmasters will be filled in accordance with current Agreement rules.

Section 2 – Special Programs

(a) Regular and Guaranteed Extra Board Yardmasters may be used to perform duties other than their regular assigned duties, not to exceed one (1) year and will be paid not less than the rate of their regular assignment. If a Yardmaster is to be used for thirty (30) days or longer, the General Chairman will be notified. If used for the maximum one (1) year period, the Yardmaster will return to the craft and work as a Yardmaster for a one year period.

(b) Vacancies created when Yardmasters are used in this manner will be filled in accordance with the applicable Agreement rule.

(c) The use of Yardmasters under this rule does not contemplate use of a Yardmaster in excess of forty (40) hours in a work week at the straight time rate of pay.

(d) It is not intended that a Yardmaster used in accordance with this rule would perform any service normally performed by another craft, nor is it intended that a Yardmaster would be used to perform other duties if there is not adequate manpower to relieve the Yardmaster so used. Additionally, a Yardmaster used in accordance with this rule will not be required to do a time study on another Yardmaster.

(e) If required to travel while performing these other duties, Yardmasters will be reimbursed for expenses associated therewith.

Section 3 – Management Trainee Yardmasters

(a) Applications for the Management Trainee Program will be available to all employees covered by this Agreement. The Carrier will make selection of the Management Trainees. Applicants must have not less than six (6) months Yardmaster seniority. Acceptance of assignment as a Management Trainee will be on a voluntary basis.

(b) The General Chairmen will be notified of all Yardmasters that hold seniority in their territory who are selected to participate in the Management Trainee Program.

(c) Trainees selected for the Program will not commence their training until all regular positions at the location of selection are filled by an incumbent.

(d) Yardmasters selected to participate in the Management Trainee Program will be granted a leave of absence for up to one (1) year. The one (1) year leave may be extended by mutual Agreement between the General Chairman and Highest Designated Officer.

(e) Leave of Absences may be suspended due to Yardmaster shortages. Trainees returned to the craft will be for periods of not less than fourteen (14) consecutive days.
Trainees may be returned to the craft due to a shortage by agreement between the General Chairman to the Highest Designated Officer. Should the Trainee Program be suspended, Trainees will be returned to their Yardmaster positions in accordance with Article 11.

(f) Management Trainees will not be permitted to perform the functions of, or be used to replace, a Yardmaster while in the Program.

(g) Compensation will be fifty (50) hours per week at the highest Yardmaster rate in the terminal from which selected, excluding the Chief Yardmaster rate unless that is the only rate in the terminal. A Yardmaster being paid at the rate progression level less than 100% of the rate, will receive 100% of the rate while in the Management Trainee Program.

(h) Management Trainees will be covered by all provisions of the CSXT System Agreement except as specifically modified by this Section 3.
ADDENDUM M

JOINT STUDY

During the course of negotiations which led to this Agreement, the parties discussed a series of disputes which have arisen at various times concerning the UTU-YM scope rule. These disputes concern forces other than Yardmasters allegedly performing UTU-YM work at locations where the last Yardmaster position was abolished. In addition the Organization has sought a means to present concerns that other locations not listed in the Collective Bargaining Agreement "CBA" should be governed by Yardmasters.

Therefore, the following process will be instituted concurrent with the ratification of this entire Collective Bargaining Agreement:

At a location listed in CSXT Article 10 or Conrail Appendix E where a Yardmaster is not currently employed due to abolishment of the last UTU-YM position or at a location not listed in the "CBA" where Yardmaster functions are allegedly being performed by other than Yardmasters, the General Chairman may request a Joint Study at that location.

Accompanying the request for a Joint Study must be a showing of workload levels sufficient to meet or exceed the Programming Article penalty provisions for at least three (3) days in a week. A Joint Study will be granted with the required documentation.

The Committee shall consist of an equal number of members appointed from the UTU-YM and CSXT. The committee in all cases will consist of either 2 or 4 members. Members may be any appointee deemed fit by the respective parties; except the original grievant and "supervisor of jurisdiction" will not in any circumstances participate in the work of the Joint Committee.

The Committee will convene at the involved location within fifteen (15) days of written request, unless otherwise agreed. Should multiple requests occur within a short period of time, reasonable arrangements will be made to accommodate the multiple requests.

Once convened, the Committee will conduct a study of the level of UTU-YM work and associated work at the location. The study should last no more than two days, unless otherwise agreed.

The Committee members will issue a report within ten (10) days following conclusion of the study. Standards used in assessing these Scope Rule disputes are defined in Side Letter A and must be addressed by the Committee members, in addition to other facts and impressions the Committee members wish to include in their respective reports.

In the event all the Committee members agree on a solution to the dispute, the Committee recommendations will be implemented promptly by CSXT.
Once the Committee recommendations are instituted, they may only be changed pursuant to existing rules in the applicable Collectively Bargained Agreements or by referral back to the Committee under this rule when circumstances substantially change.

In the event a deadlock occurs, the matter will be referred to the UTU-YM Assistant to the President and the CSXT Vice President of Labor Relations for review. Unresolved disputes involving locations listed in the Collective Bargaining Agreement may be referred to arbitration by the Organization. The position of the partisan members in an arbitration case will not be prejudiced by the fact that either party participated in the joint study.
Side Letter A

CSXT and the UTU-YM agree that Joint Study Reports will consist of two parts. The first portion of the Joint Study Report will consist of fact gathering. Reports will be submitted on standardized documents. Each Joint Study participant will provide data on the following:

1. Number of road and yard crews headquartered at the location.
2. Number of road and yard crews working at the location by calendar day, and by shift.
3. Nature and frequency of instructions given to these crews by shift.
4. The amount of time consumed by these crews in fulfilling the aforementioned instructions in yards, industries and proximate locations to the location under study.
5. Copies of any relevant work orders and/or standing inventories kept by parties at the location other than Yardmasters.
6. The parties issuing the aforementioned instructions, and their work location.

The second part of the report will contain his or her opinion of the validity of the Organization's request. The opinion portion of the report must contain the following:

1. An assessment of the current state of supervision at the location.
2. A determination whether direct or remote governance of the location would enhance safety and productivity.
3. Whether significant amounts of work covered by the controlling UTU-YM Scope Rule are being performed at those disputed locations which are listed in the applicable Collective Bargaining Agreement (CBA).

The opinion report may also include other observations or impressions that the Joint Study participant deems relevant along with his or her final recommendation. The Joint Study participants will distribute their reports to each other, the General Chairman of jurisdiction and the Highest Designated Officer for appeals. Once the recommendations have been issued, the procedure outlined in Addendum M herein will govern, unless the General Chairman and Highest Designated Officer for appeals agree in writing to an alternate course of action.

The same standards for an opinion report will be applied at locations not listed in the CBA. However, the arbitration provisions of this Addendum shall not be applicable.
UTU-Y/CSXT JOINT STUDY

Train Pick-Up and Set-Off Data Form

Location ___________________________  Date __________________

Train ID that made a set-off or picked-up: ________________________

Number of cars in s/o or p/u: __________

Time s/o or p/u began: ________  Time s/o or p/u completed: ________

Who provided s/o or p/u instructions to the crew? ________________________

What was the source of the instructions? ________________________

Identify crews (number or crew designator) duty at the location while s/o or p/u was being made.

________________________________________________________________________

________________________________________________________________________

Comments: ______________________________________________________________

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UTU-Y/CSXT JOINT STUDY
Customer Service Data Form

Location ___________________________ Date ________________

Industrial Customer Served: ____________________________________________

Type Industry or Service: ____________________________________________

Crew Providing Service: ____________________________________________

Who provided switching instructions to the crew? _______________________

What was the source of the switching instructions? _____________________

Time consumed in receiving the switching order and locating cars ordered: ______

How were the instructions conveyed to the crew? ________________________

Frequency of Service: ____________________________________________

Total Time Consumed by the Crew to Service the Customer: ________________

Number of Cars Pulled/Placed Per Switch: ____________________________

Number of Interplant Switches per Switch: ____________________________

Time Consumed by the crews in locating and lining-up cars for the switch: ______

Cars brought back to the location: _________________________________

Who issued instructions for disposition of cars from industry? ______________

Time consumed in preparing list: _________________________________

Comments: ______________________________________________________

__________________________________________________________________

__________________________________________________________________
UTU-Y/CSXT JOINT STUDY

Switching Data Form

Location ______________________________ Date __________________

Track(s) Switched: _____________________________________________

Crew Providing Service: _________________________________________

Who provided switching instructions to the crew? ___________________

What was the source of the switching instructions? ___________________

________________________________________________________________

Time consumed in preparing the switching orders: ___________________

How were the instructions conveyed to the crew? ___________________

Number of Cars Switched: ________ Time consumed switching cars: ________

Comments: ___________________________________________________

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PUBLIC LAW BOARD AGREEMENT

Between

United Transportation Union-Yardmaster Department

and

CSX Transportation, Inc

IT IS AGREED THAT:

(1) There shall be established a Special Board of Adjustment, hereinafter referred to as the “Board”, pursuant to the provisions of Section 3, Second, of the Railway Labor Act, as amended by Public Law 89-456, to resolve the disputes listed on Attachment “A”. The Board shall have jurisdiction only over the disputes shown on Attachment “A”. No other disputes shall be submitted to the Board except by mutual consent of the parties to this Agreement.

(2) The Board shall not have jurisdiction of disputes growing out of requests for changes in rates of pay, rules and working conditions. Nor shall it have the authority to establish new rules.

(3) The Board shall consist of three members:

   (a) Employee Member, appointed by the Organization shall be:

   (b) The Carrier Member, appointed by the Carrier, shall be:

   (c) A third party, who shall be Chairman and Neutral Member of the Board, shall be a neutral person, unbiased as between the parties, and selected by the partisan members within thirty (30) days of the execution of this Agreement. If the parties are unable to select a Neutral member, the selection and appointment will be made by the National Mediation Board.

(4) The respective parties designating them may change the partisan members of the Board from time to time, or at any time. Should either party designate a new partisan member subsequent to the hearing of the dispute but prior to the rendition of the award, such award may be properly executed by such new member and will carry the same force and effect as if the original member had executed the award.

(5) The compensation and expenses of the Carrier Member shall be borne by the Carrier. The compensation and expenses of the Employee Member shall be borne by the
Organization. The compensation and expenses of the Neutral Member or Chairman shall be set and paid for by the National Mediation Board pursuant to Public Law 89-456.

(6) The Board shall meet on a mutually agreed upon time and date at Jacksonville, Florida, or other location mutually agreeable to the parties of this Agreement. The Board shall meet until all matters submitted to it are disposed of.

(7) Due notice of such hearing shall be given the parties. At such hearing, the parties may be heard in person, by counsel, or by other representatives as they may elect. The parties may present, either orally or in writing, arguments of their positions with respect to the case being considered by the Board. The Board shall have authority to request the production of additional evidence from either party. Written arguments will be limited to five pages and address the core issue of whether the UTU-YM Scope has been violated. Written submissions will be accompanied by the Joint Study Report.

(8) The Board shall make findings of facts and render awards within sixty (60) calendar days after the close of the hearing. Such findings and award shall be in writing and copies shall be furnished to each of the parties to the dispute. Such awards shall be final and binding on both parties to the dispute and if in favor of the petitioner, shall direct the other party to comply therewith within thirty (30) calendar days. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an award.

(9) Should it be determined that an additional party and/or another Labor Organization has an interest in a dispute before the Board, the Board shall give notice to such party of the time and date when said dispute will be heard, together with a copy of the claim and a copy of this agreement. Hearing on such disputes shall then be conducted and the representative of such their party or additional Labor Organization may be heard in person, by counsel, or other representatives as they may elect.

(10) In case a dispute arises involving interpretation of the award while the Board is in existence or upon recall, the Board, upon request of either party, shall interpret the award in light of the dispute.

(11) The Board hereby established shall continue in existence until it has disposed of the disputes submitted to it under this agreement or subsequently submitted by mutual consent of the parties, after which it will cease to exist, except for interpretation of awards as provided herein.

This agreement has been made and executed in Jacksonville, Florida this ____ day of ________, ________.

For the Organization:
UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

For the Carrier:
CSX TRANSPORTATION, INC.

______________________
General Chairman

______________________
Senior Director-Employee Relations
Approved by:

__________________________
Assistant to President – Director-Yardmaster Dept.
United Transportation Union
NATIONAL MEDIATION BOARD
Current Attachment A
(Open Cases Only)

BOARD NO. ________________

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<th>SUBJECT MATTER</th>
<th>NMB SUBJ. CODE</th>
<th>ORGAN. CASE NO.</th>
<th>CARRIER CASE NO.</th>
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FORMS CAN BE REPRODUCED IF ADDITIONAL COPIES ARE NEEDED
ADDENDUM N
CSXT SYSTEM YARDMASTER DAILY RATE TABLES
(corrected – 9/15/02)

Effective July 1, 2002

Group - 1
Daily Rate - $198.20

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<th>Location</th>
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**Daily Rate - $195.52**

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### Group – 3
**Daily Rate - $193.10**

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Group – 6  
Daily Rate - $187.31  
Guaranteed Extra Board (GEB) Guarantee Rate
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</table>
October 27, 2003

D. J. Burke, General Chairperson
UTU Yardmaster Dept. GO-SCL
6394 Buena Vista Dr.
Margate, FL  33063

R. P. DeGenova, General Chairperson
UTU Yardmaster Dept. GO-247
8127 Cliffview Dr.
Poland, OH  44514

Ron Kratz, General Chairperson
UTU Yardmaster Dept. GO-342
4459 Meadow Drive
Nazareth, PA  18064

Glenn Hazelwood, General Chairperson
UTU Yardmaster Dept. GO-347
2423 Old Geneva Road
Henderson, KY  42420

Dear Sirs and Brothers:

Attached is the letter concerning 401K enhancement. Please sign and forward to the appropriate General Chairperson for signature. When completed please mail to our office for processing.

Fraternally yours,

[Signature]

Doyle K. Turner, Alternate Vice President
UTU Yardmaster Department

Attachment

cc:  J. R. Cumby, Vice President – Yardmaster Department
October 27, 2003

Mr. Robert A. Bernard
Vice President Labor Relations
500 Water Street
Jacksonville, FL 32202

Dear Mr. Bernard:

Re: Company Matching Contributions in CSX Stock

This is in reference to your letter dated September 17, 2003 to all CSXT Yardmaster General Chairmen concerning 401K enhancement to be effective January 1, 2004. The enhancement provided for in your letter gives Yardmasters the choice to the company matching contributions that will be made according to the investment election of participants instead of automatically in CSX Stock. CSXT will be responsible to notify all Yardmasters that are participating in the Capital Builder Plan (401K) of these changes. We concur in these changes to the 401K as addressed in your letter of September 17, 2003.

Yours truly,

D. J. Burke
General Chairman

R. P. DeGenova
General Chairman

R. C. Kratz
General Chairman

G. W. Hazelwood
General Chairman
September 29, 2003

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

Dear Mr. DeGenova:

Please refer to our previous discussions of the Wilmington, DE and Washington, DC terminals. In an effort to reconcile our differences in the operation of these terminals as it applies to the Yardmaster work force, the following agreement is suggested:

MEMORANDUM AGREEMENT

Between CSX Transportation, Inc. and its employees represented by the United Transportation Union-Yardmaster Department (former B&O Territory):

Effective 2003

1. The Wilmington, DE Terminal which is presently staffed by around-the-clock Yardmasters, i.e., first, second, third, relief and one (1) GEB position shall be reduced to a two (2) tricks per day operation. The Carrier will fill the first trick rest days. When there is no Yardmaster on duty at Wilmington, it will be covered by the Yardmasters at the B&O Yard at “RG” Tower, Philadelphia. Wilmington, DE and Philadelphia, PA will remain as separate terminals under the Schedule Agreement, Article 10, former B&O Territory, Region 1. For purposes of the extra Yardmaster work, they are considered as one terminal in the application of the Schedule Agreement, Articles 2L, 10 and 15.

2. Yardmasters at “RG” Tower, Philadelphia will be paid the equivalent of Group1 rate when assigned the responsibility for performing Yardmaster functions at Wilmington.
3. A Yardmaster at Philadelphia “RG” Tower that is required to fill a position at Wilmington, DE, other than on a “hold down” basis will be allowed a total of two (2) hours at the pro rata rate driving time.

4. A Yardmaster at Wilmington, DE shall not be required to perform any Yardmaster function at “RG” Tower, Philadelphia.

5. Any Scope violation by a Carrier officer at Wilmington, when there is no Yardmaster on duty there, shall be a two (2) day pro rata penalty paid to the Yardmaster at “RG” Tower who would have performed the work.

6. The Washington, DC Terminal which presently consists of second and third trick Yardmaster coverage, shall be changed to first trick only. The Carrier shall fill the rest days of the first trick position. When there is no Yardmaster on duty at Washington, DC, the Yardmaster work shall be covered by the Yardmasters at the Jessup, MD Terminal. Washington, DC Terminal and Jessup, MD Terminal will remain as separate terminals under the Schedule Agreement, Article 10, Former B&O Territory, Region 1. For purposes of extra Yardmaster work, they will be considered a single terminal in the application of the Schedule Agreement, Articles 2L, 10 and 15.

7. Yardmaster positions at Jessup, MD will be paid the equivalent of Group 1 rate when assigned the responsibility for performing Yardmaster functions at Washington, DC.

8. Yardmasters at Jessup, MD required to fill a position at Washington, DC, other than for a “hold down”, will be allowed a total of two (2) hours pro rata rate driving time.

9. A Yardmaster at Washington, DC shall not be required to perform any Yardmaster functions at Jessup, MD.

10. Any Scope violation by a Carrier officer at Washington, DC, when there is no Yardmaster on duty there, shall have a two (2) day pro rata penalty paid to the Yardmaster at Jessup who would have performed the work.

11. It is agreed that in the territories represented by the B&O Yardmaster General Committee (see Schedule Agreement, Article 10, former B&O Territory) the interpretation of Addendum I, “Job Abolishment Alternative” Section 3 of the Schedule Agreement shall only apply to the last remaining Yardmaster position at a location where there has been a demonstrable decline in business, i.e., cars in/out and crew starts or if a dispute arises, either party may provide ninety (90) days notice to the other that it intends to arbitrate the proper application of Addendum I pursuant to the September 18, 2003 understanding.
12. This Agreement is without prejudice to this Organization and the Carrier and shall remain in effect unless changed or cancelled by ninety (90) days written notification.

Very truly yours,

/s/ S. R. Friedman

S. R. Friedman

/s/ R. P. DeGenova

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department

/s/ G. S. Kovar

G. S. Kovar
Vice President-Northeast Region
CSX Transportation, Inc.

cy: Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107
## YARDMASTER DAILY RATE TABLES

**Effective July 1, 2002**

**Former B&O Territory**

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Chief Yardmasters

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Daily Rate - $187.31
Guaranteed Extra Board (GEB) - Guarantee Rate
AGREEMENT
FOR EMPLOYEE PROTECTION, BENEFITS
AND OTHER CONDITIONS APPLICABLE IN COORDINATIONS
INVOLVING EMPLOYEES REPRESENTED BY
RAILROAD YARDMASTERS OF AMERICA
(Now UTU Yardmasters Department)

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,
THE BALTIMORE AND OHIO RAILROAD COMPANY,
THE WESTERN MARYLAND RAILWAY COMPANY,
THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD,
and THE STATEN ISLAND RAILROAD CORPORATION

WHEREAS: The Chesapeake and Ohio Railroad Company, The Baltimore and Ohio Railroad Company, The Western Maryland Railway Company, The Staten Island Railroad Corporation and The Baltimore and Ohio Chicago Terminal Railroad and their employees represented by Railroad Yardmasters of America (now UTU Yardmasters Department) are desirous of reaching an agreement in principle to be effective in the event of a coordination of operations, facilities and employees between any of the signatory Carriers -

ARTICLE 1

Section 1

The protective benefits as specifically outlined below shall be applicable with respect to Yardmaster employees who are deprived of Yardmaster employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of a coordination. The term "coordination" as used herein means joint actions by two or more carriers signatory hereto whereby they unify, consolidate, merge or pool in whole or in part their separate railroad facilities or any of the operations or services previously performed by them through such separate facilities. It is not the intent of the Carriers to abolish positions or furlough employees in anticipation of or subsequent to a coordination solely for the purpose of depriving employees of protection benefits to which they might otherwise be entitled to under the provisions of this Agreement.

Section 2

Affected Yardmaster employees and their representatives shall be given a minimum of ninety (90) days' notice prior to the effective date of a coordination (by posting thereof on employee bulletin boards at locations affected, with a copy to the General Chairman and Local Chairmen) of any coordination of operations, facilities and employees between
and of the signatory Carrier. Such notice shall contain a full and adequate statement of
the proposed change or changes to be affected by such coordination, including an estimate
of the number of Yardmaster employees that will be affected by the intended change or
changes.

The date and place of a conference between the representatives of the Carriers and
the General Chairmen of their representatives, shall be agreed upon within ten (10) days
after the receipt of said notice, and conference shall commence within thirty (30) days
from the date of such notice. In such conference the parties shall discuss the proposed
coordination in more detail, if desired by either party, and take such action as may be
required to implement Appendix "A", attached hereto and made part hereof.

ARTICLE 2

Section 1

(a) No Yardmaster employee involved in a particular coordination under this
Agreement who is continued in service shall, for a period equal to his length of service as
Yardmaster commencing with his seniority date as such, but not exceeding six (6) years
following the effective date of such coordination, be placed, as a result of such
coordination, in a worse position with respect to compensation and rules governing
working conditions than he occupied at the time of such coordination so long as he is
unable in the normal exercise of his seniority rights under applicable agreements, rules and
practices to obtain a position producing compensation equal to or exceeding the
compensation of the position held by him at the time of the particular coordination.
However, if such employee fails to exercise seniority rights to secure another available
position, which does not require a change in residence (as defined in Rule 3, Section 3), to
which he is entitled under the applicable agreements and which carries a rate of pay and
compensation exceeding those of the position which he elects to retain, he shall thereafter
be treated for the purposes of this section as occupying the position which he elects to
decline.

(b) The protection afforded by the foregoing paragraph shall be made effective
whenever appropriate through what is hereby designated as a "displacement allowance"
which shall be determined in each instance in the manner hereinafter described. Any
employee entitled to such an allowance is hereinafter referred to as a "displaced"
employee.

(c) Each displacement allowance shall be a monthly allowance determined by
computing the total compensation received by the employee during the last twelve (12)
months in which he performed compensated service more than fifty (50) per centum of
each of such months based upon his normal work schedule, immediately preceding the
date of his displacement (such twelve (12) months being hereinafter referred to as the
"test period") and by dividing separately the total compensation and the total time paid for
by twelve (12), thereby producing the average monthly compensation (adjusted to include
subsequent general wage increases) and average monthly time paid for which shall be the
minimum amounts used to guarantee the displaced employee. If his compensation in his
current position is less in any month in which he performs work than the aforesaid average
compensation (adjusted to include subsequent general wage increases), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

Section 2

(a) Any employee who is deprived of employment as a result of a coordination described by this Agreement shall be referred to as a "dismissed employee" and shall be paid a monthly dismissal allowance for a period equal to his length of service as Yardmaster commencing with his seniority date as such, but not exceeding six (6) years following the effective date of coordination, equivalent to one-twelfth (1/12) of the compensation received by him in the last twelve (12) months of his employment in which he performed compensated service more than fifty (50) per centum of each of such months, based upon his normal work schedule, prior to the date he is first deprived of employment as a result of the coordination. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) An employee shall be regarded as deprived of his employment and entitled to a dismissal allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or

2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequent of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(c) An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, failure to work due to disability or discipline, failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, except as provided in Section 5 of Appendix "A", or reduction in force due to seasonal requirements or a decline in a Carrier’s business. Further, none of the benefits provided in this Agreement shall apply during any period when there is a reduction in force pursuant to emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire, etc., or labor dispute.

(d) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other
employment, any benefits received or to which he may be entitled under any unemployment insurance law, and his dismissal allowance exceed the amount of dismissal allowance as computed under 2(a), above.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service after being notified in accordance with applicable rules, and such employee may be offered other reasonably comparable employment on any of the Carriers signatory to this Agreement for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement. If the employee declines such offer of employment he shall forfeit his protection under this Agreement.

(f) If an employee who is receiving a dismissal allowance returns to service the dismissal allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, however, he shall be entitled to protection in accordance with the provisions of Section 1 of this Rule 2.

(g) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee’s resignation, death, retirement, dismissal for justifiable cause under existing agreements, or failure to return to service in accordance with applicable working agreements, or failure to accept a position offered pursuant to 2(e) above.

Section 3

Subject to the provisions of Section 3 and 5 of Appendix "A", an employee eligible to receive a dismissal allowance, and who has not been offered a position under Section 2(e), may, at his option at the time of coordination, resign and in lieu of all other benefits in this Agreement, accept a separation allowance computed in accordance with Section 9 of the Washington Job Protection Agreement.

Section 4

Employees on leave of absence, absent account sickness and other approved absences, also those whose names do not appear on any seniority roster whose claims for reinstatement are pending and are ultimately sustained, who return to service subsequent to the coordination, shall be entitled to whatever rights they may have had they been present at the time of the coordination. When any such person described above returns to service and exercises seniority rights on a position to which he is entitled, the junior protected employee who is adversely affected on the seniority roster to which they exercise their seniority shall revert to his previous status and be afforded such protection to which he would have been entitled had the absent employee been present at the time of the coordination.
ARTICLE 3

Section 1

(a) Any employee who is retained in the service of any signatory carrier involved in a particular coordination (or who is later restored to service after being eligible to receive a dismissal allowance), who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement (or as provided below) and in addition to such benefits shall receive five (5) working days instead of "two working days" provided in Section 10(a) and, shall receive a transfer allowance for four hundred dollars ($400.00).

(b) Any employee involved in a coordination covered by this Agreement who is retained in service and who is required to change the point of his employment as a result of such coordination and is, therefore, required to move his place of residence, may, if he so elects, accept the provisions hereinafter set forth in this Section 1 in lieu of and in full settlement of any claim arising under Section 11(a) 1 and 2, of the so-called Washington Agreement.

(c) Upon the date of notice provided for in Rule 1, Section 1 hereof, if the employee owns his home or is under contract to purchase a home in the locality from which he is required to move and disposes of such home in order to relocate in the locality to which he has been transferred, he shall be reimbursed by the carrier at seven percent (7%) of the fair market value of the home in question; and, in addition thereto, ten percent (10%) of his equity of the fair market value of the home in question subject to a maximum equity of $20,000.00 in said home. Such payment will be reimbursement for expenses incurred and loss sustained in selling the property. The employee’s equity in his home shall be determined as of the date of notice covering transfer of work plus any increase in equity resulting from normal monthly mortgage payments made between date of notice and effective date of transfer.

(d) An employee electing to claim the provisions set forth in this Section 1 must, within three (3) years from the effective date of the coordination, so notify the carrier and upon presentation of proper forms to the employee by the carrier, he must thereafter execute all necessary releases as full settlement of any claim against the carrier under the provisions of Section 11(a) 1 and 2, of the Washington Agreement, and of this Section 1.

(e) Should a controversy arise in respect to the fair market value of the home, it shall be decided through joint conference between the employee involved and the carrier; and in the event they are unable to agree, the dispute may be referred by either party to a Board of three (3) competent real estate appraisers, selected in the following manner: One to be selected by the employee and one by the carrier, and the two selected shall endeavor to agree upon the third appraiser within ten (10) days, after their appointment or selection. Then, in the event of failure to agree, the Chairman of the Local Board of Realtors shall be requested to appoint the third appraiser. A decision of the majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and
expenses of the third or neutral appraiser, including the expense of the Appraisal Board, if any, shall be borne equally by the employee involved and the carrier. All other expenses shall be paid by the party incurring them (employee or carrier) including the salary of the appraiser selected by such party.

(f) The carrier will reimburse employees transferring to a new point of employment under this Agreement for the cost of acquiring license for one automobile, in the state in which he establishes residence incident to transfer, including the use tax and any cost of re titling such automobile in such state.

(g) An employee transferring to a new point of employment in a coordinated operation will not be required to undergo physical examination incident to such transfer.

Section 3

In applying Section 1 of this Rule 3, as well as the other provisions of this Agreement, an employee will be considered as being required to change his residence when he is required to transfer to a new point of employment which is outside a radius of thirty (30) miles from his former work location and is also located further from his residence than is his former work location.

Section 4

An employee affected by a coordination including any employee accepting other employment under this Agreement, will be accorded all benefits attached to his previous employment, including but not limited to free transportation, pensions, hospitalization, insurance, etc., to the same degree accorded other employees on his home road in active service except that the matter of free transportation shall be subject to applicable regulations.

Section 5

An employee who is deprived of employment and is receiving a dismissal allowance under Rule 2, Section 2, and who has unused vacation time for which he has qualified by virtue of having performed the required number of days of compensated service will not be deprived of the unused vacation time, but vacation pay will be paid in lieu of dismissal allowance for the vacation period. Any employee receiving a dismissal allowance who returns to active service will, while he continues in active service, be credited with the period during which he received dismissal allowance as compensated service for vacation purposes.

Section 6

When an employee representative makes claim that an employee has been adversely affected by a coordination, carrier shall, upon request, furnish duly authorized representative or representatives statement showing details of compensation for any period which is in question and in which the employee claims to have been adversely
affected and the carrier and such duly authorized representative or representatives will make available to each other any additional records and data bearing upon the claim.

ARTICLE 4

In the event any dispute or controversy arises between any of the carriers and the labor organization signatory to this Agreement with respect to the interpretation or application of any provisions of this Agreement (except disputes defined in Section 11(d) of the Washington Job Agreement and in Rule 3, Section 1(e) of this Agreement as the case may be) or any implementing agreement which may be entered into by the parties signatory hereto which cannot be settled by said carriers and the labor organization parties hereto within thirty (30) days after the dispute arises, such dispute may be referred by either party to a Public Law Board for adjudication or as otherwise agreed to by the parties. However, this is not to be construed that such dispute must be resolved before the carriers may implement a coordination under this Agreement.

To expedite adjudication of any dispute, it is further understood that such dispute will be handled by the General Chairman and the highest designated officer of the carrier or their duly authorized representatives without regard to the standard rules of the Agreement governing the handling of claims and grievances. It is understood, however, that unless otherwise agreed to, the handling of any dispute between the General Chairman and the highest designated officer of the carrier will be in accordance with Agreement rules with respect to the time limits provided therein.

ARTICLE 5

There shall be no duplication of monetary benefits receivable by an employee under this Agreement and any other agreement or protective arrangement. In the event monetary benefits may be due an employee under this Agreement and other agreements or protective arrangements, such employees shall, not later than thirty (30) days after having been so notified in writing by carrier, with a copy to the General Chairman, make an election in writing as to whether he desires to retain the monetary benefits available to him under any of the other agreements or protective arrangements or to receive the monetary benefits provided under the provisions of this Agreement. In the event the employee fails to make such election within the said 30-day period, he shall be entitled to the monetary benefits payable under the provisions of this Agreement, and the duplicating monetary benefits under any of the other agreements shall have no application to such employee. An employee eligible to receive monetary benefits under any of the other agreements shall, irrespective of the election made, be subject to and shall be governed by all of the other provisions of this Agreement.

In the event of any conflict between the provisions of this Agreement and prior employee protective agreements or protective arrangements, the provisions hereof shall govern as to all matters arising out of or incidental to coordinations of Carriers pursuant to this Agreement on and after July 1, 1978, except for the election permitted in this section with regard to monetary benefits.

Signed at Baltimore, Maryland, June 22, 1978.
FOR THE EMPLOYEES:
RAILROAD YARDMASTERS OF AMERICA
THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(now UTU Yardmasters Department)

FOR THE CARRIER:
THE BALTIMORE AND OHIO RAILROAD COMPANY
THE WESTERN MARYLAND RAILWAY COMPANY
THE STATEN ISLAND RAILROAD CORPORATION
THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD:

B. J. Edwards
General Chairman - C&O

R. F. O'Leary
General Chairman - B&O

J. M. Bonebrake, Jr.
General Chairman - WM

A. T. Otto, Jr.
General Chairman - SIRC

Steven Hadt
General Chairman - B&OCT

APPROVED:

A. T. Otto, Jr.
President - Railroad Yardmasters of America
Appendix "A"

PROCEDURE FOR IMPLEMENTATION
OF MASTER COORDINATION AGREEMENT

Section 1. Where notice of a coordination is given in accordance with the provisions of Article I, Section 1 of Master Coordination Agreement dated June 22, 1978, such coordination may be effected on the ninety-first (91st) day following the date of such notice and will be accomplished in the manner set forth herein unless the signatory parties agree otherwise.

Section 2. Where a coordination of operations and facilities is proposed by any of the Signatory Carriers, all Yardmaster employees holding Yardmaster seniority and working at the locations of the Carriers from which work is being transferred will have such seniority transferred and dovetailed on the Yardmaster seniority roster in effect at the location of the Carrier to which Yardmaster work is transferred. Where following this procedure results in two (2) or more employees having the same seniority date on the dovetailed roster, their respective positions on the roster will be determined by continuous service standing.

Section 3. In the event the coordination results in a net reduction in the total number of regular Yardmaster positions in existence on the Carriers involved in the coordination at the locations where such coordination is effected, the Carrier will offer separation allowances up to, but not exceeding, the net reduction in regular Yardmaster positions. The separation allowances will be computed in accordance with the provisions of Section 9 of the Washington Agreement and shall be offered in seniority order to Yardmasters on the dovetailed seniority roster holding regular Yardmaster positions on the date a run-down is conducted in accordance with the provisions of Section 4 of this Appendix "A".

Yardmasters who accept separation allowances will have their names removed from the consolidated seniority roster and their employment relationship terminated.

Section 4. After the consolidated seniority roster is purged of Yardmasters accepting separation allowances, representatives of the involved parties hereto will meet on a date sufficiently in advance of the effective date of the coordination for the purpose of conducting a run-down of the Yardmasters at the locations affected by the coordination to determine their selection of positions which will be established in the coordination. All existing Yardmaster positions at the locations where the coordination is to be effected will be considered as abolished at the close of business on the date preceding the date of coordination.
The run-down will be conducted in seniority order based on the consolidated seniority roster. In the event an eligible Yardmaster fails to make himself available for the run-down or fails to exercise an option, the Representative of the Yardmasters Organization and the Representative of the Carrier conducting the run-down will assign such eligible Yardmaster a position, consistent with the provisions of this Appendix "A" and the Master Coordination Agreement, not otherwise filled, at the time he would have been eligible to exercise his option.

Section 5.  
(a) A regular Yardmaster employee who is affected within the meaning of the Master Coordination Agreement and who is unable to retain or subsequently obtain a regular position represented by the Railroad Yardmasters of America (now UTU Yardmasters Department) in accordance with applicable rules, shall be continued in service as a Yardmaster and entitled to all the benefits and shall be subject to all the conditions set forth in the Master Coordination Agreement, including Article II, Section 2(d) thereof.

(b) Notwithstanding any Collective Bargaining Agreement rules to the contrary, Yardmaster employees in this status shall be placed on the list of extra Yardmasters and shall be used to perform extra service in accordance with all rules applicable to other extra Yardmasters except that the work week for such Yardmasters shall be Saturday through Friday.

(c) This section shall not preclude Yardmasters employed thereunder from voluntarily exercising such seniority rights as they may have under the terms of other Collective Bargaining Agreements, if they so desire, in which event, they will continue to be subject to the benefits and conditions of the Master Coordination Agreement.

Section 6.  
Yardmaster employees continued in service pursuant to Section 5 hereof will be subject in accordance with applicable Schedule Agreement rules to assignment to a regular Yardmaster vacancy, either temporary or permanent. Such Yardmaster employees who decline to accept such assignment will forfeit the benefits provided in the Master Coordination Agreement of which this Appendix is part.

Section 7.  
Yardmaster employees whose names are removed from the Yardmaster seniority roster of a Carrier involved in a coordination, and whose names are placed on a Yardmasters' seniority roster of another Carrier in the coordination, will be subject to the Yardmasters' Collective Bargaining Agreement applicable to the seniority roster on which placed.
MISCELLANEOUS AGREEMENTS

It is understood that New Castle, Pennsylvania, Youngstown, Ohio and DeForest Junction, Ohio would be considered as a single terminal for Extra and Regular Yardmasters employed at those locations. Specifically, it was understood and agreed that in the application of Articles 3(b), 10(b) and 15(a), (d) and (e) of the Yardmasters' Agreement the locations of New Castle, Pennsylvania, Youngstown, Ohio and DeForest Junction, Ohio were considered as a single terminal, effective March 26, 1984. This is also to confirm the fact that effective March 26, 1984 the Yardmaster positions at New Castle were given the responsibility for yard movements at Haselton, Ohio during the hours no Yardmaster is on duty at that location, except as provided in Addendum 11 of this agreement.

* * * * * * * * *

April 11, 1984
Files: 2-YM-50
2-YM-36
2-YM-23.1
Temporary Vacancies

Mr. R. C. Arthur, General Chairman
Railroad Yardmasters of America
102 Forest Street, Bel Air
Cumberland, Maryland 21502

Dear Sir:

This is to confirm meeting held on February 22, 1984 in Akron, Ohio and subsequent telephone conversations with you and Local Chairman DeGenova which resulted in understanding that New Castle, Pennsylvania, Haselton, Ohio and DeForest Junction, Ohio would be considered a single terminal for Extra and Regular Yardmasters employed at those locations.

Specifically, it was understood and agreed that in the application of Articles 3(b), 10(b) and 15(a) and (d) of the Yardmasters' Agreement, the locations of New Castle, Pennsylvania, Haselton, Ohio and DeForest Junction, Ohio were considered as a single terminal, effective March 26, 1984.

This is also to confirm the fact that effective March 26, 1984 the yardmaster positions at New Castle were given the responsibility for yard movements at Haselton, Ohio during the hours no yardmaster is on duty at that location.

Very truly yours,

W. C. Comiskey
Senior Manager Labor Relations
This is to confirm our understanding concerning the Yardmasters presently located at DeForest and Haselton, Ohio:

1. The starting location for Yardmasters will be DeForest, Ohio, and there will be around-the-clock coverage of yardmasters at DeForest, with the exception of Sunday night third shift.

2. The yardmasters at DeForest, Ohio, will also be responsible for and in control of the operation at Haselton, Ohio.

3. The yardmasters at DeForest, Ohio will be supplied with a Company automobile to travel between DeForest and Haselton.

4. The incumbent yardmaster, A. L. Galmarini, ID #1400050, at Haselton will be given a guarantee, equivalent to a basic day’s rate, plus two (2) hours straight time for a period of three (3) years. This guarantee will not be deducted from any overtime made.

5. The Section 6 Notice served on the Carrier by the Organization concerning yardmasters at Goodman, Ohio, will be withdrawn.

6. The parties agree that at a later date discussions will be held concerning the possibility of absorbing Goodman, Ohio, into the control of the yardmasters at DeForest, Ohio.

7. The parties agree that the terms of this Agreement are without prejudice either party to the other and cannot be cited in any way.

8. This Agreement can be cancelled on a thirty (30) day written notice by either party, and at that time the yardmaster positions will revert back to their status prior to this Agreement.

In negotiations, relative to the above, we agreed to allow Yardmaster D. E. Runyan, I.D. 1400100, Deforest, Ohio, an additional one (1) hour at the pro rata rate of his position on each assigned work day, in addition to his daily rate. It was further agreed the additional compensation would be paid for a period of one (1) year starting April 23, 1988, and would be in addition to any overtime earned.

As this understanding was inadvertently omitted from the original agreement, this will serve as an amendment thereto and will be retroactive to April 23, 1988.

FOR THE EMPLOYEES:
\s\ R.P. DeGenova
General Chairman
UTU Yardmaster Department

FOR THE CARRIER:
\s\ W.B. VanderVeer
Division Manager
CSX Transportation
This is to confirm our understanding concerning the yardmasters presently located at DeForest and Haselton, Ohio:

1. The starting location for yardmasters will be DeForest, Ohio. If the Carrier desires to change the starting location to Goodman, Ohio, the proper notice will be posted.

2. The yardmasters at DeForest, Ohio, will also be responsible for and in control of the operation at Haselton, Ohio, and Goodman, Ohio.

3. The yardmasters at DeForest, Ohio, will be supplied with a company automobile to travel between DeForest and Haselton and Goodman, Ohio.

4. Effective March 18, 1988, the incumbent yardmaster, A. L. Galmarini, I.D. No. 1400050, at Haselton, will be given a guarantee equivalent to a basic day's rate, plus two (2) hours straight time, for a period of three (3) years. This guarantee will not be deducted from any overtime made.

5. The Section 6 Notice on the Carrier by the Organization concerning yardmaster at Goodman, Ohio, will be withdrawn.

6. Prior of the effective date of these changes and additions, each yardmaster at DeForest will be given two (2) days' pay in order to qualify at Goodman, Ohio.

7. Upon the effective date of these changes and additions, the incumbent yardmasters at DeForest may exercise their seniority within ten (10) days.

8. The parties agree that the terms of this Agreement are without prejudice either party to the other and cannot be cited in any way.

9. This Agreement can be cancelled on a thirty (30) day written notice by either party and, at that time, the yardmaster positions will revert back to their status prior to this Agreement.

In negotiations relative to the above, we agreed to allow Yardmaster O. E. Runyan, I.D. No. 1400100, DeForest, Ohio, an additional one (1) hour at the pro rata rate of this position on each assigned work day in addition to his daily rate. In was further agreed the additional compensation would be paid for a period of one (1) year, starting April 23, 1988, and would be in addition to any overtime earned. As this understanding was inadvertently omitted from the original agreement, this will serve as an amendment thereto and will be retroactive to April 23, 1988.

These revised items of the original agreement dated March 18, 1988, will become effective April 1, 1989.

FOR THE EMPLOYEES:  FOR THE CARRIER:
/s/ R. P. DeGenova  /s/ A. F. Crown
R. P. DeGenova  A. F. Crown
General Chairman  Division Manager
UTU Yardmaster Department
June 7, 1990

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our several discussions regarding the filling of temporary vacancies on the positions of Chief Yardmaster at Brunswick, Maryland.

This will confirm our understanding and agreement that in the event the Carrier elects to fill a temporary vacancy on a Chief Yardmaster position, the employee so used will be considered for all intent and purposes as filling a regular yardmaster assignment consisting of an eight (8) hour tour of duty. Such employee will be paid at the regular yardmaster pay rate which was formerly in effect at Brunswick, Maryland.

Very truly yours,

J. P. Arledge
Director Labor Relations
As a result of a change of operation at Martinsburg, W. Va. the two (2) Yardmaster positions will be abolished. Yardmaster duties will subsequently be supervised by the Chief Yardmasters at Brunswick, Md.

In addition, it is agreed to establish an additional (fourth) Chief Yardmaster position at Brunswick, Md. This position will be advertised initially to the incumbents of the abolished regular yardmaster positions at Martinsburg, W. Va. Should neither of the incumbents elect to apply for the initial position, the position, as well as subsequent vacancies, will then be filled in accordance with the provisions of the existing Chief Yardmaster Agreement at Brunswick, Md. All provisions of the existing Chief Yardmaster agreement at Brunswick, Md. will apply to the individual awarded this Chief Yardmaster position.

Should it be necessary to reduce the number of Chief Yardmaster positions at Brunswick, the positions will be reduced in the following order:

1. First - Harpers Ferry/Grafton prior right position.
2. Second - WM prior right position (Persons listed on June 1, 1985 roster, attached to Addendum _____________.
3. Third - Park Jct./Harpers Ferry prior right position.
4. Fourth - Park Jct./Harpers Ferry prior right position.

R. P. DeGenova  H. W. Minnick
General Chairman, UTU-YM  Division Superintendent

G. F. Leif
Senior Director, Employee Relations

LETTER OF UNDERSTANDING

Of the application of Memorandum Agreement between the UTU Yardmaster Department and CSXT (formerly B&O) dated June 1, 1988 concerning Yardmaster Guaranteed Extra Board positions at Baltimore-Jessup Terminal.

It is agreed and understood that effective December 30, 1994, the following will apply:

1. The Carrier will readvertise the existing Yardmaster Guaranteed Extra Board positions in the Baltimore-Jessup Terminal.

2. Two (2) of those positions will be readvertised and be known as the "East End" positions. These positions will protect Yardmaster extra work at Bay View and Penn Mary Yards. Two (2) other positions will be readvertised and be known as "West End" positions. These positions will protect Yardmaster extra work at Curtis Bay, Locust Point and Jessup Yards.

3. The Carrier will make all attempts to utilize these positions in their advertised territories. However, the Carrier may require a Yardmaster on one of these positions to work at the other territory in order to fulfill his guarantee or if no one else is available or qualified there at the pro rata rate. If one of these Yardmasters is required to work out of his territory, they will be paid mileage to and from their closest designated starting points to the assigned work location at the Carrier's present mileage rate. (Currently $.28 per mile).

4. At the Baltimore-Jessup Terminal only, the Carrier may modify Article 10(B) of the UTU B&O Yardmaster Agreement and advertise and assign Substitute Yardmasters to a specific yard or yards within the Terminal. The Carrier may also assign an unassigned Yardmaster to a specific yard or yards. The modification to the Agreement in this Section is not intended to abolish a Guaranteed Extra Board position or to postpone in advertising one if there are vacancies to justify such.

5. This "Letter of Understanding" is applicable only in the Baltimore-Jessup Terminal and unless specifically changed herein does not change, alter or modify any other agreements, rules or practices.

FOR THE UTU YARDMASTERS DEPT.

/s/ R. P. DeGenova
SIGNED BY: R. P. DeGenova, General Chairman, UTU-Yardmasters

FOR THE CARRIER:

/s/ A. J. Tuchek
SIGNED BY: A. J. Tuchek, Terminal Superintendent
May 15, 1998
File: 11 – ART. 3

Mr. Richard P. DeGenova, General Chairman
United Transportation Union – Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our recent conversation wherein we discussed the availability of a Yardmaster who has laid off for any reason and when is the earliest time this yardmaster could be considered for subsequent service.

It was outlined to you that it was the Carrier’s position that a Yardmaster who lays off from a regular assignment would be unavailable for service from the starting time of the Yardmaster’s scheduled shift for twenty four (24) hours, or until the beginning of the next scheduled shift. A guaranteed, extra or substitute Yardmaster would be off from the time granted permission by a supervisor and this time will last for a period of twenty four (24) hours from that time. The only exception to this would be in a case when there was absolutely no one else to work the position, then the Yardmaster laying off could be used, but this should be the last resort.

In an effort to avoid any disputes over this matter, please indicate by signing in the space provided below, your concurrence with this interpretation of availability for service.

Yours truly,

Dannie E. Strickland
Director Employee Relations

I concur:

Richard P. DeGenova,
General Chairman
LETTER OF UNDERSTANDING

Mr. R. P. De Genova, General Chairman
United Transportation Union - Yardmaster Department B&O
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. De Genova:

The application of the Memorandum Agreement between the UTU Yardmaster Department and CSX (formerly B&O) effective September 1, 1990 concerning Yardmaster Guaranteed Extra Board positions at New Castle and Lordstown Terminals is modified as follows:

It is agreed and understood that effective April 10, 1997, the following will apply:

1. The Carrier will re-advertise the existing yardmaster guaranteed extra board positions in the New Castle and Lordstown Terminals.

2. One of three positions will be a promotional position.
Yardmasters to a specific yard or yards within the terminals. The modification to the Agreement in this section is not intended to abolish a guaranteed extra board position or to postpone in advertising one, if there are vacancies to justify such.

5. This "Letter of Understanding" is applicable only in the New Castle and Lordstown Terminals, and unless specifically changed herein, does not alter or modify any other Agreements, rules or practices.

FOR UTU YARDMASTER DEPARTMENT

R. P. De Genova,  
General Chairman

FOR CSX TRANSPORTATION, INC.

D. E. Strickland, Director Employee Relations
March 10, 1997
File: 11 (96-0065)

Mr. R. P. De Genova, General Chairman
United Transportation Union - Yardmaster Department (B&O)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. De Genova:

This refers to our previous conference and discussion on your file: NOR-Y-145-96, concerning the claim of Baltimore Yardmaster P. J. Gray, for one day's pay at punitive rate on July 26, 1996, account a junior yardmaster working at punitive rate.

This claim came down to the application of Article 3-E, that section reading as follows:

"In case a Yardmaster refuses an overtime call for any position or cannot be contacted within two (2) hours of the starting time of a position, he will not be called for overtime for a period of sixteen (16) hours from the starting time of position for which called and will not be used for overtime work except in the case that there is absolutely no one else available."

Our discussion in this matter indicated a disagreement as to the "period of sixteen hours from the starting time of position for which called"—

In settlement of this issue, we have agreed to an interpretation of this provision that the intent of the language is to penalize the yardmaster for the shift missed and the next shift. The Yardmaster may be called for overtime for the shift that commences duty not less than sixteen (16) hours from the starting time of the shift refused or unavailable.

Example: A Yardmaster refuses or misses a call for a tour of duty that commences at 2230. This Yardmaster would be available for an overtime tour of duty that commences duty at 1430 the following day.
If this an accurate explanation of the understanding reached concerning this matter, please indicate your concurrence by signing in the space provided below.

Yours very truly,

D. E. Strickland
Director Employee Relations

I AGREE:

R. P. De Genova, General Chairman
MEMORANDUM OF AGREEMENT
BETWEEN
WESTERN MARYLAND RAILWAY COMPANY
THE BALTIMORE AND OHIO RAILROAD COMPANY
AND ITS EMPLOYEES REPRESENTED BY
THE UTU YARDMASTER DEPARTMENT

IT IS AGREED:

ARTICLE I

Section 1. Effective June 1, 1985 Yardmaster employees shown on the Western Maryland Railway Company seniority rosters as of May 31, 1985 will be placed at the bottom of the appropriate Baltimore and Ohio Railroad Company Yardmasters' Seniority Roster, as shown on Attachment "A."

Section 2. Effective June 1, 1985 Yardmaster employees shown on The Baltimore and Ohio Railroad Company Yardmaster Seniority Roster covering the former Monongah Division will be entitled to exercise their seniority to Yardmaster positions at the former Western Maryland location of Elkins, West Virginia, following the employees shown on ATTACHMENT A.

Section 3. Effective June 1, 1985 Yardmaster employees shown on The Baltimore and Ohio Railroad Company Yardmaster Seniority Roster covering the former Cumberland Division will be entitled to exercise their seniority to Yardmaster positions at the former Western Maryland location of Hagerstown, Maryland, following the employees shown on ATTACHMENT A.

Section 4. Effective June 1, 1985 Yardmaster employees shown on The Baltimore and Ohio Railroad Company Yardmaster Seniority Roster covering the former Baltimore Division will be entitled to exercise their seniority to Yardmaster positions at the former Western Maryland location of Yard, Pennsylvania, following the employees shown on ATTACHMENT A.

Section 5. Effective June 1, 1985 Yardmaster employees shown on ATTACHMENT A shall have prior rights to the Yardmaster positions at Elkins, West Virginia; Hagerstown, Maryland and York, Pennsylvania.
ARTICLE II

Effective June 1, 1985 Yardmaster positions located at Elkins, West Virginia; Hagerstown, Maryland and York, Pennsylvania will be placed under the agreement covering Yardmaster employees on The Baltimore and Ohio Railroad Company and these locations shall be included among the points indicated in Article 6 of that Agreement. Also, effective June 1, 1985 the agreement covering Yardmaster employees between the Western Maryland Railway Company and the UTU Yardmaster Department is terminated.

ARTICLE III

It is agreed that so long as yardmaster employees shown on Attachment A occupy Yardmaster positions at either Elkins, West Virginia; Hagerstown, Maryland or York, Pennsylvania, the Carrier shall continue to allow the rates of pay in effect May 31, 1985, including general wage increases. When such employees do not occupy these positions the rates of pay shall revert to the applicable B&O rate of pay.

ARTICLE IV

This Agreement is without prejudice to the provisions of the Master Merger Agreement dated June 22, 1978.

ARTICLE V

This Agreement shall not be considered a precedent and it will not be used or referred to as such in any future similar negotiations.

ARTICLE VI

If, subsequent to this change, it is determined that any employee is adversely affected as a result of a coordination of former Western Maryland Railway and Baltimore and Ohio Railroad Yardmaster work, such affected employee will be entitled to the benefits provided in the Master Merger Agreement dated June 22, 1978 covering employees’ protection, benefits and other conditions applicable in coordinations.

Signed at Baltimore, Maryland May 29, 1985.

For The Employees

R. C. Arthur
General Chairman - B&O

For The Carrier

W. C. Comiskey
W. C. Comiskey, Senior Manager
Labor Relations
Baltimore & Ohio Railroad Company

Simon W. Clark
General Chairman - WM
Western Maryland Railway Company
<table>
<thead>
<tr>
<th>ID No.</th>
<th>No.</th>
<th>Name</th>
<th>WM Prior Right Seniority Date</th>
<th>Occupation</th>
<th>B&amp;O Seniority Roster</th>
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<tbody>
<tr>
<td>1441157</td>
<td>1</td>
<td>Smith, H. L.</td>
<td>09-10-62</td>
<td>DAC</td>
<td>B</td>
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<td>1442590</td>
<td>2</td>
<td>Bollinger, R. E.</td>
<td>03-21-64</td>
<td>Terminal Trainmaster</td>
<td></td>
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<td>1446140</td>
<td>3</td>
<td>Hallowell, G. B.</td>
<td>05-23-64</td>
<td>Assistant Trainmaster</td>
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<td>1441013</td>
<td>4</td>
<td>Bonebrake, C. W.</td>
<td>07-09-65</td>
<td>Yardmaster, Hagerstown, MD</td>
<td>C</td>
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<td>1446932</td>
<td>5</td>
<td>Knapp, J. E.</td>
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<td>Yardmaster, York, PA</td>
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<td>1446095</td>
<td>6</td>
<td>Clark, S. W.</td>
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<td>1441182</td>
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<td>Shives, D. L.</td>
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<td>1445564</td>
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<td>Gilmore, R. P.</td>
<td>07-14-74</td>
<td>Trainmaster</td>
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<td>1442050</td>
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<td>Welsh, G. E.</td>
<td>12-15-75</td>
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<td>10</td>
<td>Luckenaugh, R. P.</td>
<td>08-14-76</td>
<td>Ex Yardmaster York, PA</td>
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<td>Hopkins, J. H.</td>
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<td>Ex Yardmaster Hagerstown, MD</td>
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<td>1447480</td>
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<td>Harman, J. H.</td>
<td>01-21-82</td>
<td>Yardmaster, Elkins, WV</td>
<td>M</td>
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<tr>
<td>1447254</td>
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<tr>
<td>1446424</td>
<td>14</td>
<td>Wood, P. L.</td>
<td>02-10-85</td>
<td>Ex Yardmaster Elkins, WV</td>
<td>M</td>
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</tbody>
</table>

DA - Disability Retirement  
B - Former Baltimore Division  
C - Former Cumberland Division  
M - Former Monongah Division

Pursuant to Award 4533 Docket Number 4501 Fourth Division NRAB, the following will apply to Yardmasters who were hired and acquired seniority as a Yardmaster on the former Western Maryland property. See Attachment.
Western Maryland Railway Company
Office of President

April 4, 1958

POLICY: ABSENCE FROM WORK

I. The effectiveness of the Company's operation depends upon employees being present for duty and physically capable of standard job performance. Absence from work is expensive to both the individual and the Company.

It is a concern of the Company that employees be in proper health to do their work. In spite of the efforts of preventive medicine, some loss of time through illness is inevitable. This policy outlines the basis on which absences for illness will be handled and compensated for. It recognizes that occasionally an exceptional situation will call for special consideration, and provides for the handling of such cases.

Absence for reasons other than illness may have value in the furtherance of Company objectives, and the provisions set forth below are based on this premise.

Excused time is not in any sense a right and is not cumulative from year to year. Maximum limits are prescribed for the guidance of the appropriate officers. An employee is not entitled to draw the maximum allowable time unless circumstances justify it.

II. Types of Absences Which may be Authorized

A. Absence With Pay

1. Absence because of minor illness (e.g. colds, etc.) or for personal reasons that are adequate in the opinion of the department head, may upon proper notification or request by the employee, be excused or authorized, with payment for time lost at the employee's regular rate, up to a total of five (5) working days per calendar year.

2. Absence because of injury incurred on the job will be compensated for at the employee's regular rate, up to three (3) days. Absence beyond three days will be referred to the Law Department for further handling.

3. Absence because of illness or off-job injury where the time lost is certified by a physician may be authorized, with payment for time lost at the employee's regular rate, for a period in each calendar year not to exceed the annual vacation time due the employee for that year, provided no additional expense results to the Company.
4. Absence Due to Jury Duty or other Court Services not Connected with Company Business

a. Leaves of absence may be granted for jury duty, and the employee called will be paid his normal pay for the period of such service. In situations where jury duty is likely to have an adverse effect on Company operations, the employee called, with the assistance of his employing officer, should seek to be excused.

b. In cases where employees are called for appearance in court actions not involving Company business nor as a result of their own misconduct, they may be granted time off and paid their normal pay.

c. To the degree that the court calendar permits, an employee granted this type of leave will be expected and required to perform his regular duties during that portion of his normal working hours when his presence is not required in court.

5. Absences authorized in each preceding paragraph are exclusive of one another, and time off for one reason does not reduce time allowable for another.

6. Allowances for such absence with pay will apply to the following classes of employees:

a. Supervisory and professional
b. Clerical office force
c. Yardmasters
d. Dispatchers
e. Any other employee compensated on a monthly basis and not subject to collective bargaining agreements.

B. Absence Without Pay

1. Maternity leave may be granted for such period of time as requested, without pay.

2. Leaves of absence for professional reasons (e.g. temporary service with a government agency, industry association, etc.) may be granted for periods up to one year without pay.

3. Leaves of absence for educational purposes may be granted in conformity with Company training and development policies, as set forth by the Director of Personnel.
C. Absence for Military Service

1. Leaves for full-time military service will be granted without pay for such periods of time as may be currently required by law for draft service or term of enlistment.

2. Leaves for periodic military training in civilian components (e.g. National Guard) will be granted upon submission of appropriate duty orders. The employee will be paid the amount, if any, by which his service pay is less than his regular pay from the Company for a maximum of fifteen (15) days per year.

   a. Duly authorized emergency service leave may also be granted, but will be compensated for only if it exceeds five (5) days at a time and totals less than thirty (30) days in a calendar year.

   b. Employees will be entitled to their normal vacation time in addition to such leave as above described.

III. Authorizing Authority

Divisional or departmental officials may authorize absences and pay therefor not to exceed the maximum time allowances set forth in Section II of this policy, with the exception of Section II B. 2 and 3, where approval of the President or the Director Personnel is required.

IV. Application of Collective Bargaining Agreements

Current provisions of the various collective bargaining agreements governing leaves of absence will be complied with, even though they may offer either more or less favorable treatment than this policy.

V. Exceptions

Requests for exceptions to this policy and special requests for leave not described in Section II will be submitted in writing, with full statement of request and reasons for it, through channels to the appropriate general department head. The general department head, with the concurrence of the Director of Personnel, may authorize such requests.
Mr. R. P. DeGenova, General Chairman  
United Transportation Union  
(Yardmaster Department)  
8127 Cliffview Drive  
Poland, Ohio 44514-2763  

Dear Mr. DeGenova,  

Per our recent conversations concerning NRAB Award 4645, the following will serve to fully and finally settle this matter in its entirety.  

(1) The Carrier will establish a 7 day Yardmaster position at Garrett, Indiana and such position will be advertised and awarded to employees holding seniority on the Chicago Terminal Yardmasters Roster. Garrett, Indiana will be considered a part of the Chicago Terminal Seniority District. If there are no B&OCT applicants to subsequent vacancies at Garrett, they will be bulletinized to the B&O Akron District Yardmaster seniority roster.  

(2) The January 1, 1956 B&OCT Yardmasters Agreement will be abrogated on February 1, 1989 and effective that same date, former B&OCT Yardmasters holding seniority on the Chicago Terminal District Roster will be placed under the December 1, 1988 B&O Yardmasters Agreement and the rules of that Agreement will thereafter be applicable in Chicago Terminal with the exception that the Chicago Yardmasters will have a displacement right the first day of each month. The rate of pay of existing Yardmaster positions in Chicago Terminal will be increased $2.00 a day ($2.00 a day computer pay requirement of the B&O Agreement will also be paid the Chicago Yardmasters and the pending Section 6 notice on this matter will be withdrawn). Article 6 of the B&O Yardmasters Agreement will be amended to include the Chicago Terminal with a rate of $142.66 a day (excluding $2.00 computer pay).  

(3) The provisions of NRAB Award 4645 will have no application to any claims, grievances or disputes arising out of identical issues at Chicago, Illinois for dates on or after October 20, 1988. However, former B&OCT Yardmasters holding seniority on the Chicago Terminal Roster prior to February 11, 1982 will continue to be covered by the provisions of Article 6(c) (See Attachment) of the former B&OCT Yardmasters Agreement for seniority purposes only; i.e., such employees may work extra in one of the zones listed in Article 6(c) and will not be required to follow their turn on a regular assignment in another zone. These zones will be considered consolidated for all other purposes.  

(4) The following claims concerning Garrett, Indiana will be withdrawn:  

11-88-17, 11-88-63, 11-88-77
No subsequent claims concerning employees other than Yardmasters doing work at Garrett will be progressed as long as there is a Yardmaster position at Garrett, Indiana.

If the foregoing is your understanding and meets with your approval, please so indicate by your signature below.

J. P. Arledge
Senior Manager Labor Relations

AGREED:

/s/ Richard P. DeGenova
General Chairman

2-20-89
Date

ATTACHMENT

Article 6C of the former B&OCT Yardmasters Agreement effective January 1, 1956, "Yardmasters will be required to hold or acquire regular assignments as such in the district or districts which they select as their "home" district whenever their seniority permits them to do so, or forfeit such seniority. Yardmasters whose seniority does not permit them to hold regular assignments in their home district or districts will be used to perform extra Yardmaster service therein in accordance with their seniority standing; extra Yardmasters declining to perform service as such, were available and qualified, will forfeit their seniority as Yardmasters. For the purposes of this paragraph the following districts are recognized:

District 1  -  Grand Central Terminal and Coach Yard
District 2  -  Robey Yard, Homan Yard and Forest Hill Yard
District 3  -  Barr Yard
District 4  -  East Chicago Yard, Sinclair Refining Yard and Whiting Yard

* Additional District - #5 Garrett Yard

A Yardmaster will be considered as having selected the district in which he is employed as his "home" district unless written selection to the contrary is filed with the Superintendent. Notice of change in district or districts selected must be filed in writing with the Superintendent."
CSXT Agreement No. 11-129-93

MEMORANDUM AGREEMENT

between

CSX TRANSPORTATION, INC.

and

its employees represented by

UNITED TRANSPORTATION UNION
(Yardmaster Department)

Pursuant to notice dated July 12, 1993, served under Interstate Commerce Commission Finance Docket No. 32056 to fully consolidate all Yardmaster work and the associated work force of the Three Rivers Railway Company (hereinafter "TRRY") with certain Yardmaster work and the associated work force of CSX Transportation, Inc. (former B&O) (hereinafter "CSXT"): and,

Pursuant to notice served under Interstate Commerce Commission Finance Docket No. 32325 covering acquisition of the Pittsburgh and Ohio Valley (POV) by the Three Rivers Railway; and,

Pursuant to notice served under Interstate Commerce Commission Finance Docket No. 32326, CSXT commenced operation of the properties of the TRRY on September 17, 1993;

IT IS AGREED:

1. (a) Effective upon ten (10) days advance notice, all Yardmaster work and the associated work force of the TRRY will be fully consolidated with Yardmaster work and the associated work force of CSXT (former B&O) as follows:

   - TRRY Riverton will become part of Pittsburgh Terminal.

   - TRRY Aliquippa will become a new point on the Pittsburgh Seniority District per Article 6 of the schedule agreement.

   - TRRY Haselton may be consolidated with the yardmaster work at Lordstown/Deforrest.

(b) On the effective date of this Agreement, the yardmaster work at Connellsville may be consolidated with the yardmaster work at Pittsburgh Terminal.

2. (a) To accommodate the POV yardmasters, the two (2) incumbents of these positions will establish a seniority date as of
the effective date of this agreement and their names and seniority
dates, on the basis of their relative standing on the POV, will be
placed at the bottom of the Pittsburgh District (former B&O)
seniority roster of CSXT Yardmasters, with the notation that they
are currently in furlough status. They will be eligible for recall
to active service on the Pittsburgh District (former B&O) in
accordance with applicable provisions of the CSXT Yardmaster
schedule agreement.

(b) It is the intent of this agreement that POV employees will retain prior rights on the former POV property and
should the Carrier elect to establish yardmaster positions on
Neville Island, the two incumbents of the POV yardmaster positions
will have prior rights to those assignments. This section shall not
be construed as requiring the Carrier to establish yardmaster
positions on Neville Island.

3. The former P&LE furloughed yardmasters who stood for
preferential employment under the 1992 Agreement will be given the
opportunity to be placed on a preferential list in seniority order
for employment as Substitute Yardmasters on the Pittsburgh and
Southern Districts at locations covered by this consolidation.

4. On the effective date of this Agreement, the names and
seniority dates of TRRY employees currently assigned positions on
the TRRY at Riverton, Pa., Aliquippa, Pa., the 3:00 pm position at
Haselton, Ohio, and the TRRY Guaranteed Extra Board, which worked
predominately in the Pittsburgh area, will have their names and
seniority dates dovetailed onto the roster of CSXT Yardmasters,
Pittsburgh District of the former B&O.

5. On the effective date of this Agreement, the name and
seniority date of the TRRY employee currently assigned to the TRRY
7:00 am position at Haselton, Ohio will have his name and seniority
date dovetailed onto the roster of CSXT Yardmasters, Southern
District of the former B&O.

6. It is the intent of this Agreement that where two or more
employees are involved, the Carrier will maintain their relative
standing in showing their names and seniority dates on the
seniority roster, a constructive date being established if
necessary to maintain such relative standing. Where relative
standing of two or more employees cannot be determined, the order
of one over the other for placement purposes on the roster will be
determined by the date of birth.

7. It is the intent of this Agreement that CSXT (former B&O)
and TRRY employees on the dovetailed Pittsburgh District roster
will retain prior rights to certain positions on the basis of the
assignment listing herein below:
Pittsburgh District

1. Glenwood First Trick
2. Glenwood Second Trick
3. Riverton Third Trick
4. Pittsburgh Terminal Relief 1
5. Pittsburgh Terminal Relief 2
6. Pittsburgh District Guaranteed Extra Board Position 1

TRRY District

1. Aliquippa First Trick
2. Aliquippa Second Trick
3. Riverton First Trick
4. Riverton Second Trick
5. TRRY District Guaranteed Extra Board Position 2

8. (a) Except for incumbents on positions to be abolished as listed on Attachment No. 1, in the implementation of this Agreement employees shall not be entitled to displace another employee; however, they shall thereafter be entitled to place themselves in accordance with their prior rights in the case of Pittsburgh District employees, and in the case of Southern District employees in accordance with the terms and conditions of the schedule agreement in effect on the former B&O.

   (b) In the event a Pittsburgh District employee is unable to hold an assignment to which he possesses prior rights, then he will be required to exercise seniority on the dovetailed roster to a position available by seniority in the consolidated territory.

   (c) Yardmasters must remain on prior right positions for a period of six (6) years from the date of implementation of this agreement unless unable to hold such a position. If at a later date a position becomes available in their prior right district, they must take such position. New positions, other than those identified in Paragraphs 2 (b) and 7 hereof, will be designated as consolidated positions and will be open to all yardmasters based on their seniority on the dovetailed rosters.

   (d) It is understood that the granting of prior rights in this agreement does not create any guarantee of the continued existence of a position(s) and the designation of prior rights will cease six (6) years after the implementation of this agreement.

9. Effective with the dovetail consolidation of the seniority rosters pursuant to this agreement, the current seniority roster of the TRRY Yardmasters will be eliminated.

10. (a) The employee protective benefits and conditions
contained in Exhibit "A" attached to this Agreement (New York Dock) will be applied to this transaction for the benefit of employees with an employment relationship with CSXT or TRRY immediately prior to the implementation of this Agreement.

(b) Each employee entitled to the protective benefits and conditions referred to in Subsection (a) above and who is also otherwise eligible for the protective benefits and conditions under the Master Merger Agreement (Appendix "C" of the B&O and Appendix "H" of the TRRY schedule agreements) shall, within thirty (30) days from becoming entitled, be notified of his monetary protective entitlement under New York Dock and/or Master Merger. Within fifteen (15) days of being advised of the monetary protective entitlement, the employee will elect between the protective benefits and conditions of this Agreement and the protective benefits and conditions under Master Merger. Should any employee fail to make an election of benefits during the period set forth in this subsection (b), such employee shall be considered as electing the protective benefits and conditions attached hereto.

11. If, subsequent to the effective date of the consolidation described herein, Carrier officers, yardmasters working temporary official positions, supervisory officials or organization representatives exercise their seniority rights, then, during the period such seniority is exercised such persons who meet the definitions of "displaced" or "dismissed" employees in the Agreement shall be entitled to the same protection afforded employees in the consolidated service. When determining the "average monthly compensation" for such persons, it is understood that:

(a) As to "full time" organization representatives, Carrier officers and supervisory officials, the individual's average monthly compensation for the last twelve (12) months in which he performed service will be determined and that amount increased by the percentage equivalent of general wage increases which have been made effective while he has been serving as "full time" organization representative, Carrier officer or supervisory official.

(b) As to other than "full time" organization representatives, their "average monthly compensation" will first be arrived at as provided in Section (a) above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic day's pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra man, was laying off) to participate in organization business.

(c) The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra man, was laying off) in order to participate in organization business
will be certified by the individual involved and by an officer of his organization and furnished to the designated officer of the Carrier.

(d) If, subsequent to the effective date of this Agreement, officials or supervisory personnel exercise seniority rights, no employees subject to this Agreement shall be deprived of the protection afforded herein.

12. The parties recognize that several aspects of this agreement were entered into to address situations unique to this transaction and, therefore, the terms of this agreement shall not be considered as establishing any precedent nor shall it be cited in the handling of any other transaction.

13. This Agreement shall constitute the required agreement as stipulated in Article I, Section 4, of the protective conditions deriving from I. C. C. Finance Docket No. 32056, Finance Docket No. 32325, and Finance Docket No. 32326.

14. For convenience, references to gender in this Agreement, if any, are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

15. This agreement shall become effective on December 1, 1993.

Signed at Pittsburgh, Pennsylvania this 30th day of December, 1993.

FOR THE EMPLOYEES:

[Signature]
General Chairman
United Transportation Union
Yardmaster Department

FOR THE CARRIER:

[Signature]
Senior Director
Employee Relations
CSX Transportation

APPROVED:

[Signature]
Assistant to President
United Transportation Union
Yardmaster Department
Attachment No. 1

POSITIONS TO BE ABOLISHED

Haselton 1st Shift (TRRY)
Haselton 2nd Shift (TRRY)
Connellsville (CSXT)
Riverton 3rd Shift (TRRY)
Riverton 1st Shift (TRRY)
Demmler 3rd Shift (CSXT)
Pittsburgh Relief (CSXT)

POSITIONS TO BE ESTABLISHED (INCLUDING POSITIONS REESTABLISHED WITH NEW REST DAYS)

Riverton 1st Shift (TRRY)
Riverton 2nd Shift (TRRY)
Demmler 3rd Shift (CSXT)
Aliquippa 2nd Shift (TRRY)
Relief No. 1 (CSXT)
Relief No. 2 (CSXT)
October 3, 1993

Side Letter No. 1

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This will confirm the following understandings reached in
conference on September 28, 1993 in connection with the
consolidation of TRRY yardmasters work and certain yardmasters work
on CSXT (former B&O):

1. In full settlement of any claims for relocation or travel
benefits, upon the transfer of the Connellsville work to Pittsburgh
Terminal the incumbent of the Connellsville Yardmaster position
will be paid a lump sum amount of $15,000.00 and the incumbent of
the Relief Yardmaster position protecting the relief days at
Connellsville will be paid a lump sum of $5,000.00. This
settlement will not establish a precedent and will not be cited in
any other case.

2. The Carrier will install the TYMS system at Riverton,
(which will include Connellsville Yard), Goodman/DeForrest (which
will include Goodman, Deforest and Haselton yards) and Aliquippa no
later than December 12, 1993.

3. When it is necessary to fill a vacancy in the Pittsburgh
District, and no Unassigned (Extra) or Substitute Yardmaster is
available, it is understood that the senior qualified available
Yardmaster on the consolidated seniority roster will be called for
the vacancy, as provided in the schedule agreement.

4. Yardmasters working on the guaranteed extra list must be
qualified to fill all vacancies in the consolidated terminal.
5. TRRY yardmasters who, as a result of this transaction, have their names and seniority dates dovetailed onto the CSXT (former B&O seniority rosters), will have their service on their home road considered the same as having been performed on CSXT for the purposes of annual vacations, protective entitlements, etc. The seniority date of the TRRY Yardmaster to be dovetailed onto the CSXT (former B&O) roster will be in accordance with his P&LE seniority date on the TRRY Yardmaster seniority roster. It is understood that the dovetailed seniority which result from this agreement will indicate thereon the "prior rights" of the respective employees.

If the foregoing correctly reflects our understanding and agreement, please so indicate by signing in the space provided below.

Yours very truly,

G. F. Leif
Sr. Director Employee Relations

AGREED:

General Chairman
November 7, 1993

Side Letter No. 2

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This will confirm the following understanding reached in conference in connection with the consolidation of TRRY yardmasters work and certain work on CSXT (former B&O):

CSXT (former B&O) employees required to qualify on TRRY positions or TRRY employees required to train on CSXT (former B&O) positions will be allowed up to ten (10) days pay for training.

Please indicate your concurrence by signing in the space provided below.

Yours very truly,

G. F. Leif
Sr. Director Employee Relations

AGREED:

[Signature]
General Chairman
November 15, 1993

Side Letter No. 3

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This will confirm the following understanding reached in conference in connection with the consolidation of TRRY yardmasters work and certain work on CSXT (former B&O):

It is understood that the provision contained in Article 10 (b) of the schedule agreement which provides that the number of substitute yardmasters at each point shall be determined by a ratio of one substitute yardmaster for each three regularly assigned yardmasters will not be applicable to employees who are working as substitute yardmasters prior to the effective date of this consolidation of work.

Please indicate your concurrence by signing in the space provided below.

Yours very truly,

G. F. Leif
Sr. Director Employee Relations

AGREED:

General Chairman
January 24, 1994

File: 2205-11
CSXT Agreement 11-129-93
Side Letter No. 5

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This will confirm our understanding that former POV Yardmasters will have service on the POV considered the same as having been performed on CSXT for the purposes of annual vacations and other benefits entitlements.

Please indicate your concurrence by signing in the space provided below.

Yours very truly,

[Signature]
G. F. Leif
Sr. Director Employee Relations

AGREED:

[Signature]
R. P. DeGenova
General Chairman
February 28, 1994

File: 2205-11
CSXT Agreement 11-129-93
Side Letter No. 6

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

With reference to the above captioned agreement, this will confirm our understanding that the provisions of Section 8 (b) are applicable only to the initial employees involved in the transaction and only when a position is abolished by the Carrier.

Please indicate your concurrence by signing in the space provided below and return one copy of this letter for my file.

Yours very truly,

G. F. Leif
Sr. Director Employee Relations

AGREED:

R. P. DeGenova, General Chairman
January 5, 1994

File: 2205-11

Mr. John T. Flynn       J684

Pursuant to CSXT Agreement No. 11-129-93, there was a coordination of the work functions and work force of the TRRY and CSXT Yardmasters effective December 1, 1993.

Side Letter No. 1 to that agreement, copy attached for ready reference, provided, in pertinent part, that the incumbents of the Connellsville Yardmaster and the Relief Yardmaster position protecting the relief days at Connellsville would be paid lump sum amounts in full settlement of any claims for relocation or travel benefits account the transfer of Connellsville work to Pittsburgh Terminal. I have subsequently agreed, copy of letter also attached, to increase the lump sum payment to the Relief Yardmaster from $5,000.00 to $6,000.00.

Accordingly, it is requested that the following payments be made pursuant to the provisions of Side Letter No. 1:

Yardmaster G. E. Trimbath, ID 517156, to be paid $15,000.00.
Yardmaster D. E. Demarco, ID 200295, to be paid $6,000.00.

Please arrange to make these payments to the employees in the payroll period ending January 28, 1994.

G. F. Leif
Sr. Director Employee Relations

cc: Mr. R. P. DeGenova, GC

encls.
April 2, 1996

Mr. R. P. DeGenova, General Chairman
United Transportation Union
(Yardmaster Department)
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This has reference to our telephone conversation this date regarding the Carrier's plan to assign the operation of the swing bridge at "RG" Tower to Yardmasters at Philadelphia, PA.

During our discussions we agreed that this assignment would be made on or about April 4, 1996 with the following considerations:

1. The Yardmasters at Philadelphia will accept the duties required for the operation of the swing bridge located adjacent to "RG" Tower.

2. Yardmasters required to operate (open or close) the bridge during their tour of duty will be paid forty (40) minutes straight-time at the rate paid for performing their regularly assigned duties during that tour and such payment will be in addition to all other earnings.

3. Only one forty (40) minute payment will be made for operating the bridge during a tour of duty regardless of the number of times the bridge is opened or closed during that tour of duty.

The above is in full and final settlement of all disputes related to the assignment of this work to Yardmasters at Philadelphia and is made without prejudice to the position of either party and will not be referred to in the handling of any other matter.

If this accurately reflects the understandings reached during our discussion please so indicate by signing in the space provided below.

Yours very truly,

H. S. Emerick
Director Employee Relations

I CONCUR:

R. P. DeGenova, General Chairman

Date 4-5-96
DISPLACEMENT RIGHTS
(B&O Proper only)

Yardmasters who may be displaced for any reason must exercise their seniority rights within three (3) days from date displaced. If a Yardmaster is off with a legitimate excuse as outlined in Article 10, Section 2(b), the three (3) day displacement period will begin at the time the employee returns to service. However, between March 1 and March 10 and October 1 and October 10 of each calendar year, any regularly assigned Yardmaster may exercise his seniority over any junior Regularly Assigned Yardmaster in his seniority district. Any vacancy created by a Regularly Assigned Yardmaster exercising seniority under this rule may be claimed by another Regularly Assigned Yardmaster; however, a Regularly Assigned Yardmaster claiming a vacancy at another terminal must be senior to all Unassigned Yardmasters in his seniority district. Any vacancy remaining unfilled as a result of a Regular Yardmaster exercising seniority under this rule will be advertised in accordance with the provisions of Article 14. It is further understood that in the application of this rule only one displacement may be made by, a regular Yardmaster during the periods of March 1 to March 10 and October 1 and October 10, unless such regularly assigned Yardmaster is subsequently displaced by a senior Yardmaster, in which event the Yardmaster who is displaced may then exercise displacement rights in accordance with the first sentence of this Article.
MEMORANDUM OF AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
(FORMER BALTIMORE AND OHIO RAILROAD COMPANY)
AND ITS EMPLOYEES REPRESENTED BY
UNITED TRANSPORTATION UNION - YARDMASTER DEPARTMENT

IT IS AGREED:

That BOCT employees transferring to CSX-Sealand Terminals (hereinafter referred to as Terminals), under the terms of Memorandum of Agreement dated October 24, 1990, will retain their BOCT Yardmasters' seniority. This seniority on the BOCT cannot be reasserted until such time as they have exhausted all seniority with Terminals, except that during the first twelve (12) months following their transfer, the employee may utilize their BOCT seniority to bid for a position under the scope of the B&O Yardmasters' Agreement. Employees returning to the BOCT will forfeit their Terminals seniority.

Signed this 24th day of October, 1990.

R. P. DeGenova
United Transportation Union
(Yardmaster Department)

J. P. Arledge, Director
Labor Relations
CSX Transportation, Inc.
June 10, 1999
File: 2236-11

Mr. Richard P. DeGenova, General Chairman
United Transportation Union - Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our conversation concerning the operation of Guaranteed Extra Boards at Philadelphia (Greenwich and East Side Yards), Indianapolis (Hawthorne, Transfer and State Street Yards), Lima, Ohio (Lima Yard and Cole Yard) East Saint Louis, IL (Cone Yard and Rose Lake Yard) and Chicago (Barr and Park Manor Yards) in accordance with the Implementing Agreement covering the Conrail transaction.

For example, the Philadelphia Guaranteed Extra Board will be one board covering vacancies at both Greenwich and East Side Yards. One position on the Board will be a prior right Conrail position. Initially we contemplate three (3) positions on the Board on split date. Two CSXT positions and one Conrail position. Vacancies will be filled from the Board on a first in - first out basis, based on qualifications. It is intended that the extra board Yardmasters will become qualified on the Yardmaster positions at both yards. If there is a vacancy at Greenwich Yard, the first out qualified Guaranteed Extra Board Yardmaster will be called for the vacancy. If there is no qualified Yardmaster on the Guaranteed Extra Board, the overtime calling provisions will be followed. This will require that the prior right Conrail Yardmasters be called in proper seniority order first, then any CSXT Yardmasters who are qualified will then be called in proper seniority order. The same principle will apply to former B&O positions in the calling from the Extra Board and overtime calling for East Side Yard. The first our qualified Guaranteed Extra Board Yardmaster will be called first. If the extra board is exhausted the overtime calling provisions will apply. This will require calling the prior right B&O Yardmasters first, then qualified Conrail Yardmasters available for an overtime shift.
At Indianapolis, there will be a Guaranteed Extra Board to protect vacancies at Hawthorne, Transfer and State Street Yard. The same provisions will apply to the Guaranteed Extra Board protecting Hawthorne, Transfer and State Street Yards as outlined above for Philadelphia, and the Chicago, Lima, and East Saint Louis Guaranteed Extra Boards will work in this same manner. The cycles for increasing the Guaranteed Extra Boards at the above locations will be as follows: Philadelphia - 2 B&O 1 CR, Indianapolis (Hawthorne, Transfer, and State Street Yards) - CR 3 1 B&O, Lima, Ohio - B&O 1 CR 1, Chicago - B&O 3 CR1, East Saint Louis - CR 1 B&O 1. These cycles will be repeated as additional positions are added to the boards. Should a position on a Guaranteed Extra Board identified above be abolished, the last positions added will be abolished first.

If your are in agreement with the procedures outlined above, please indicate your concurrence by signing in the space provided below.

Yours truly,

Dannie E. Strickland
Director Employee Relations

I AGREE:

Richard P. DeGenova, General Chairman
Mr. Richard P. DeGenova, General Chairman
United Transportation Union - Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our conversation concerning the application of prior rights in the territories where there was a blending of CR and B&O employees as a result of the Conrail acquisition transaction.

Article III of the CSXT UTU-YDM-CSXT, Attachment 5, states that the regional rosters will designate each Yardmaster’s prior rights on the seniority region using the designation ------. This is interpreted to mean that in Seniority Region RE07 (TOIN) former Conrail Yardmasters would have prior rights to former Conrail positions at Avon, Transfer, Hawthorne, Lima, and South Anderson, Indiana. B&O Yardmasters would have prior rights to B&O Yardmaster positions at Lima, Dayton, Hamilton/Middletown, Indianapolis (State Street Yard), and Decatur. Straight seniority, among the prior rights group (former Conrail or B&O) will determine who the senior yardmaster is within the prior rights locations in Region 7. This same principle would apply in Region 10, with former Conrail Yardmasters having prior rights at Fort Wayne and Park Manor Yard (Chicago). B&O Yardmasters will have prior rights at Barr Yard (Chicago) and Garrett, IN. The other affected regions, Regions 1 and 9, have only one former Conrail location within the region, and former Conrail prior rights would not extend beyond this one terminal. B&O prior rights will apply throughout Regions 1 and 9 as it did prior to the Conrail acquisition transaction.
Please indicate your concurrence with this interpretation by signing in the space provided below and returning one original to the undersigned.

Yours truly,

Dannie E. Strickland
Director Employee Relations

I AGREE:

Richard P. DeGenova, General Chairman
June 23, 1999
File: 6076-111

Mr. Richard P. DeGenova, General Chairman
United Transportation Union - Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This pertains to the question raised concerning the correct handling of a regular assigned Yardmaster who attends a Safety Meeting. The question asks for the proper handling of a Yardmaster assigned to a regular position, and one assigned to the Guaranteed Extra Board. The appropriate Agreement provisions are Addendum "I" - Guaranteed Extra Boards and Addendum "L" - Special and Other Duties.

The question basically asks - "Does attendance at a Safety Meeting satisfy the regular assigned Yardmaster's tour of duty for a regular assigned work day, and does the Safety Meeting attendance count as one of the straight time starts for a Guaranteed Extra Board Yardmaster?"

In our understanding and interpretation of the applicable Agreement provisions, the answer to both questions is - yes. A regular assigned Yardmaster who attends a Safety Meeting on a regular assigned work day should be treated as working his regular shift that day, and a Yardmaster assigned to the Guaranteed Extra Board would be credited with a start from the extra board for attending a Safety Meeting. This same interpretation would apply to other meetings arranged by the Company, such as Quality, HPO, etc. The use of a Yardmaster who has attended a Safety Meeting for other service on that same day would be in accordance with the Guaranteed Extra Board and Overtime provisions of the Agreement.
If this interpretation agrees with your understanding, please sign in the space provided and return one of the enclosed originals to the undersigned.

Yours truly,

Dannie E. Strickland
Director Employee Relations

I AGREE:

Richard P. DeGenova, General Chairman
CSXT LABOR AGREEMENT 11-050-99

MEMORANDUM AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES
REPRESENTED BY
UNITED TRANSPORTATION UNION - YARDMASTER DEPARTMENT
(Former B&O Territory)

EFFECTIVE July 6, 1999:

It is agreed:

1. The carrier will establish a Yardmaster’s Guaranteed Extra Board at Garrett, Ohio to protect Yardmaster extra work at Garrett and Fort Wayne, IN. The provisions of Addendum “G” of the CSXT Yardmaster Single System Agreement will apply to these positions.

2. The Guaranteed Extra Board will be headquartered at Garrett. When called to fill a position at Fort Wayne, the Guaranteed Extra Board Yardmaster will receive a one hour travel allowance for each tour of duty at Fort Wayne, and will be entitled to be reimbursed for mileage for using their personal automobile at the applicable mileage rate from yard office to yard office. (Currently 31 cents per mile)

Signed at Jacksonville, Florida this 6th day of July 1999.

FOR THE EMPLOYEES:

Richard P. DeGenova
General Chairman

FOR THE CARRIER:

Dannie E. Strickland
Director
Employee Relations
July 9, 1999
File: 5071-11

Mr. Richard P. DeGenova, General Chairman
United Transportation Union – Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our discussion concerning filling regular assigned Yardmaster positions that go “no-bid”. Our discussion, and this interpretation, does not include “no-bid” Guaranteed Extra Board positions, unless agreed to by the General Chairman and the Director Employee Relations.

No-bid positions should be filled by assigning the senior extra (unassigned) or substitute prior right Yardmaster from the prior right location, if any. If there are no prior rights extra (unassigned) or substitute Yardmasters, the senior extra (unassigned) or substitute common rights Yardmaster from that location should be assigned. Failure to accept an assignment will result in removal from the seniority roster for an extra Yardmaster, or removal from the substitute Yardmaster ranks, if no seniority date has been established.

We also discussed bidding rights of prior right Yardmasters to positions not included in their prior rights. Prior rights Yardmasters may bid on any Yardmaster position at their terminal of assignment. Prior rights seniority will determine first who is awarded the position; however, if no prior rights Yardmaster bids in the position, and a non-prior rights person bids on the position, the non-prior rights person would be awarded the position. The Agreement requires that a Yardmaster hold a position at the prior right location as long as one is available to him. However, if the situation exists that will require hiring a new Yardmaster and an existing Yardmaster wants to bid to a non-prior right position at the prior right location, or another location in the applicable seniority district, we are agreeable to let this occur. Also, a junior prior right Yardmaster may displace a senior Yardmaster with prior rights who is working at a
location other than his prior right location, as per the Agreement. It is immaterial at that point because the new Yardmaster will be a common right Yardmaster with no prior right to any position.

If you concur with the above interpretation and application, please indicate your concurrence by signing in the space provided below.

Yours truly,

[Signature]
Dannie E. Strickland
Director Employee Relations

I AGREE:

[Signature]
Richard P. DeGenova, General Chairman

No-bid
August 25, 1999
File: Addendum "H"

Mr. Richard P. DeGenova, General Chairman
United Transportation Union - Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our conversations the last few days concerning using Chief Yardmasters at Willard, New Castle and Chicago to perform service on positions other than their regular assignment. In connection with this, we have agreed to the following for a temporary time period:

1. If a Chief Yardmaster is held off his regular assignment to work a regular Yardmaster position, the Yardmaster will be paid at the time and one half rate for the regular Yardmaster position worked.

2. If a Chief Yardmaster is used to work as a regular Yardmaster, the Yardmaster will be allowed one day at the time and one half rate of pay for each shift worked as a regular Yardmaster.

3. If a Chief Yardmaster is used as a Chief Yardmaster on other than the Chief Yardmaster's regular assignment, the Chief Yardmaster will be allowed the daily rate for the Chief Yardmaster position.

4. No Chief Yardmaster shall receive 2 days pay for any one shift.

5. During this period service for positions other than as a Chief Yardmaster will be called as per Article 2 of the Schedule Agreement.

6. Additional service as a Chief Yardmaster will be called by using Chief Yardmasters in seniority order.

When the need for this arrangement is ended, the Carrier will notify the General Chairman forty-eight (48) hours in advance of the cancellation.
If the above accurately reflects what has been agreed to, please sign in the space provided below, and return one original to the undersigned.

Yours truly,

Dannie E. Strickland  
Director Employee Relations

I agree:

Richard P. DeGenova, General Chairman
MEMORANDUM AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES
REPRESENTED BY
UNITED TRANSPORTATION UNION — YARDMASTER DEPARTMENT
(Formmer B&O territory)

EFFECTIVE _______ JULY, 1999:

It is agreed:

1. The Guaranteed Extra Board at Hawthorne Yard, Indianapolis, IN will protect vacancies at South Anderson, IN, in accordance with the provisions of Addendum "G" of the CSXT Yardmaster Single System Agreement.

2. The Guaranteed Extra Board will be headquartered at Indianapolis, IN. When called to fill a vacancy at South Anderson, the Guaranteed Extra Board Yardmaster will receive a two (2) hour travel allowance for each tour of duty at South Anderson, and will be entitled to be reimbursed for mileage for using their personal automobile at the applicable mileage rate from yard office to yard office. The current rate is $.31 per mile.

3. This Agreement will remain in effect unless ten (10) days written notice is served by one party to the other, or unless mutual Agreement is reached to modify the Agreement in some other manner.
Signed at Jacksonville, Florida, this 30th day of August, 1999.

FOR UTU-YM DEPARTMENT:

Richard P. DeGenova
General Chairman
UTU-YM Department

FOR THE CARRIER:

Dannie E. Strickland
Dir. Employee Relations
CSX Transportation, Inc.
January 13, 2000

J. T. Reed, General Chairman
United Transportation Union
General Committee of Adjustment
7785 Baymeadows Way, # 109
Jacksonville, FL 32256

Dear Sir:

This refers to our discussions of January 12, 1999 concerning the selection of yardmasters for the Engineer Training Program (ETP).

It was agreed that employees who are assigned as yardmasters and therefore considered as occupying official positions under Rule 7 "SENIORITY OFFICIAL POSITIONS" of the B&O Schedule Agreement, will not be subject to selection for the Engineer Training Program while working in such capacity. Should they ever return to a position in train service which is covered by the B&O Agreement, they will be selected for the next position in the ETP if junior trainmen from their supply point have previously been required to attend. When they are selected and successfully complete the ETP they will be placed on the appropriate Engineer's seniority roster with a date coinciding with their earliest retained date in train service.

Yours very truly,

[Signature]

AGREED:

[Signature]

J. T. Reed, General Chairman
July 11, 2000

R. P. DeGenova, General Chairman
UTU - Yardmaster Dept
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Sir,

This letter will serve to confirm a local understanding currently established only at Lordstown, OH. Your committee and local management have agreed that for those tours of duty served by a yardmaster at Lordstown a one hour arbitrary payment at the punitive will be granted account of productivity enhancements realized at the auto ramp. Such payment must be claimed for only those tours of duty involving the aforementioned productivity enhancement. This payment will be subject to rate increases and may be abrogated by either party upon 30 days written notice. Furthermore, the instant understanding is without prejudice to either party’s position in similar matters and has no effect at any other location. Therefore, if the above language accurately reflects our understanding, please indicate your concurrence in the space provided below.

Very Truly Yours,

Steven R. Friedman
Senior Director-Labor Relations

I concur: [Signature]

R. P. DeGenova
UTU-YM General Chairman

SRF/js
September 5, 2000

Mr. A. A. D'Alessandro  
President ARASA/TCU  
3 Research Pl.  
Rockville, MD 20850

R. P. DeGenova, General Chairman  
UTU - Yardmaster Dept  
8127 Cliffview Drive  
Poland, Ohio 44514-2763

Gentlemen,

This refers to the letter of understanding between CSXT, UTU-YM and ARASA-TCU governing the transaction involving ARASA-TCU Yardmasters at Danville, IL. The eligible employees at Danville, IL subject to automatic certification are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Employee Number</th>
<th>Seniority</th>
</tr>
</thead>
<tbody>
<tr>
<td>V. L. Sheets</td>
<td># 182389</td>
<td>11-15-73</td>
</tr>
<tr>
<td>D. L. Larsen</td>
<td># 182358</td>
<td>08-15-83</td>
</tr>
<tr>
<td>G. B. Hawkins</td>
<td># 182291</td>
<td>07-11-95</td>
</tr>
</tbody>
</table>

CSXT's Protection Department has calculated test period average for the above employees. These TPA's were calculated based on your contention that the transaction actually took place in August of 2000. It was acknowledged by all the parties that this transaction is unique and that the protection granted and the method of calculation are without precedence or prejudice to any party and will not be cited by any party involved herein in any future proceeding.

Arrangements are being made to issue TPA's to the eligible Yardmasters as follows:

- V. L. Sheets: $5,285.23
- D. L. Larsen: $4,618.71
- G. B. Hawkins: $4,255.84

Should questions or concerns arise regarding the above amounts, they should be directed to the Protection Department in Jacksonville. Please indicate your concurrence in the space provided below.

Very Truly Yours,

Steven R. Friedman  
Senior Director – Labor Relations

SRF/js
A. A. D'Alessandro
President – ARASA/TCU

R. P. DeGenova
General Chairman – UTU/YM

Approved:

Donald R. Carver
Asst. to President-UTU

C. H. Brockett
Int'l Vice President-TCU
September 1, 2000

Mr. Arthur D’Alessandro
President ARASA-TCU
3 Research Place
Rockville, MD 20850

R. P. DeGenova, General Chairman
UTU - Yardmaster Dept
8127 Cliffview Drive
Poland, Ohio 44514-2763

RE: STB Finance Docket No. 33388

Dear Sirs:

This refers to our joint meeting with representatives of ARASA-TCU and the UTU-Yardmaster Department on August 22, 2000 concerning our pending notice to coordinate ARASA Yardmasters at Danville, IL under the CSXT System Yardmaster Agreement.

On May 24, 2000 notices were posted at Danville, IL and other locations which indicated CSXT's intent under Article I, Section 4 of the New York Dock Conditions to implement such transaction pursuant to CSXT's earlier representations in this matter, RE: Finance Docket No. 33388. The August 22, 2000 meeting was the required notice prior to final resolution under the aforesaid New York Dock Notice.

It is the Carrier's position that its earlier notice coordinating CSXT Yardmasters and Conrail Yardmasters was intended to include the ARASA-TCU represented Yardmasters at Danville, IL. It is therefore incumbent upon CSXT to see this matter to final resolution.

The ARASA-TCU vigorously opposed this intended transaction since it was not implemented in December 1998. Moreover, it was ARASA-TCU's position that the integration into the UTU-YM-CSXT Implementing Agreement dated December 1, 1998 was unnecessary.

The parties discussed an alternative approach to the issue. Adoption of these alternatives will resolve the points of contention in an equitable manner. The conditions precedent to a transfer the ARASA-TCU Yardmasters at Danville, IL to jurisdiction of the UTU-Yardmaster B&O General Committee for CSXT are as follows:
It is agreed:

1. The incumbent eligible ARASA-TCU Yardmasters holding positions at Danville, IL on the effective date of this agreement will be granted automatic certification under the New York Dock Conditions in the same manner provided in the Implementing Agreement between the parties dated December 1, 1998.

2. ARASA-TCU Yardmasters will have prior rights over other CSXT Region 9 Yardmasters to regularly assigned ARASA-TCU positions at Danville, IL only.

3. The basic daily rate of pay for regularly assigned positions at Danville, IL will be $180.56 subject to future wage increases. The extra list rate at East St. Louis, will apply at Danville, IL. Except for rate progression requirements, it is agreed the rate of pay for Yardmasters at Danville, IL will not be less than the rates noted herein.

4. The CE&I Yardmaster Agreement does not provide for company paid sick time. However, should either Organization establish such a program does exist, the ARASA Yardmaster at Danville, IL will be afforded the same benefits conferred on Conrail Yardmasters at Danville, IL will be afforded the same benefits conferred on Conrail Yardmasters in Side Letter No. 1 if the UTU-YM-CSXT Implementing Agreement dated December 1, 1998.

5. The reference to “Danville (CEI)” in Region 10 of the Implementing Agreement dated December 1, 1998 will be deleted and ARASA Yardmasters at Danville, IL will be dovetailed with the CSXT Yardmasters in Regional 9 of the Implementing Agreement dated December 1, 1998 (copy attached).

6. The terms and conditions of the December 1, 1998 Implementing Agreement between CSXT and the UTU-YM are applicable to this transaction, excluding Article IV and as herein modified.

Attached hereto are documents identified as test period averages for the affected former ARASA represented Yardmasters for purposes of establishing compensation entitlement.

This agreement shall fulfill the requirements of Article I, Section 4 of the New York Dock conditions, and other conditions imposed in the order of the STB in Finance Docket No. 33388.

Very Truly Yours,

[Signature]
Steven R. Friedman
Senior Director – Labor Relations

SRF/js
October 31, 2000

Mr. A. A. D'Alessandro
President ARASA/TCU
3 Research Pl.
Rockville, MD 20850

Dear Sir,

This refers to my earlier correspondence dated September 1, 2000 concerning an implementing agreement to transfer your ARASA-TCU Yardmasters at Danville, IL to the UTU-YM. I have not received a formal response from your Organization about this matter. When we last spoke, you asserted that the three incumbent Yardmasters at Danville, IL had a complement of sick days. I have confirmed this with the Payroll Department. However, the Organization has not been able to supply me with any documentation to substantiate this entitlement. The 1982 ARASA-TCU Agreement does provide four sick days. Pursuant to section 4 of the tentative implementing agreement of September 1, 2000, I am agreeable to guaranteeing the current sick day entitlement of Yardmasters Sheets, Larsen, and Hawkins. This benefit will attrite with the retirement of these gentlemen. This correspondence will serve as an addendum to the implementing agreement. Please indicate your concurrence below.

Very Truly Yours,

Steven R. Friedman
Senior Director – Labor Relations
SRF/js

I concur

A. A. D’Alessandro
ARASA-TCU President

CC: D. Carver
Asst. to President-UTU
14600 Detroit Ave
Cleveland, OH 44107
February 2, 2001

R. P. DeGenova, General Chairman
UTU - Yardmaster Dept
8127 Cliffview Drive
Poland, Ohio 44514-2763

Dear Mr. DeGenova:

This refers to our recent discussion concerning labor and management's effort on CSX to find areas of mutual concern which will serve to align our interests. We agreed that each year some employees working in areas under the jurisdiction of your committee endure personal hardships, which have severe financial impact on their families. Automobile accidents, house fires and catastrophic illness are some of the most common examples of the problems generating such hardships. In addition to "passing the hat", we agreed that some members of your committee would consider donating a personal day to a needy co-worker.

Therefore, arrangements will be made to permit such donations in appropriate circumstances when the appropriate UTU Yardmaster General Chairman and appropriate highest appeals officer of CSX agree.

Please indicate your concurrence in the space provided below and I will make the necessary arrangements with the Payroll Department to accommodate this program.

Very truly yours,

Steven R. Friedman

I CONCUR:

R. P. DeGenova
UTU-YM General Chairman
October 11, 2000

R. P. DeGenova, General Chairman
UTU - Yardmaster Dept
8127 Cliffview Drive
Poland, Ohio 44514 - 2763

Dear Sir,

This refers to our meeting on September 25, 2000 in Queensgate Yard, which addressed operations governed by the Hump Yardmasters at that location. This meeting was held at your request account of continuing claims being progressed by Queensgate Hump Yardmasters alleging scope rule violations by non-contract supervisors headquartered at the Hump Tower. In addition, we agreed that good communication between Yardmasters and Carrier Officials is paramount for a safe and efficient operation. As a result of our discussion to reduce grievances and promote safe, efficient operation, the following interim arrangement will be established until the end of this year:

1) General Manager, Ron Bierman agreed to issue instructions to all Trainmasters headquartered at the Cincinnati/Queensgate Terminal that they will not govern movements of train crews at Cincinnati/Queensgate (specifically so-called roustabouts and engine relief) which have historically been governed primarily by the Hump Yardmaster at Cincinnati/Queensgate Terminal.

2) However, these Trainmasters will continue to assign power, advise crews of the whereabouts of their train and its consist. Beyond that point, movements in the Yard of these crews will be governed by the Yardmaster.

3) At the end of the ninety-day period, the parties will meet to review this “experiment” with the goal of institutionalizing this arrangement.

4) During this ninety-day period, the rule governing claims handling is waived as regards scope rule violations submitted by Cincinnati/Queensgate Yardmasters for the governance of the roustabouts and engine relief train crews referred to in paragraph #1. Valid claims submitted by such Yardmasters, which establish a violation of the revised practice described above will be paid by local management. Any claim not paid by local management will be handled in accordance with the schedule Agreement.

5) Similar claims which were presented prior to September 25, 2000 will be held in abeyance until the end of the year. At that time Mr. DeGenova and myself will determine whether the backlog will be resolved or arbitrated.
6) It is agreed and understood that this interim arrangement is being implemented without precedent or prejudice to either party’s position to this or any other matter, particularly as regards to the past practice at the Cincinnati/Queensgate Terminal and the propriety of instructions at the Hump by non-contract employees.

7) Finally, it was also agreed that any third shift Yard would work emanating at DeCoursey Yard will be handled by the Hump Yardmaster. Arrangements will be made to implement this understanding ASAP. The Organization agreed to notify its members at Queensgate of this development quickly to avoid any re-advertisement of the 3rd shift Hump Yardmaster. This Article 7 is not intended to restrict the establishment of a third trick Industrial Yardmaster if in management’s opinion business warrants. This article is also without prejudice or precedent to the Organization’s position that Cincinnati Terminal (DeCoursey, Industrial, etc...) and Queensgate Hump and Trim are two distinct locations under the schedule Agreement.

If all of the foregoing reflects the sum and substance of your discussion, please confirm in the space provided below.

Very Truly Yours,

[Signature]

Steven R. Friedman
Senior Director of Labor Relations

SRF/js

I concur:

[Signature]

R. P. DeGenova, General Chairman
UTU - Yardmaster Dept
February 13, 2001

Mr. R. P. DeGenova
General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

File: 6018-11

Dear Sir:

This refers to our series of discussions concerning the operations at the Queensgate Hump Tower in Cincinnati, OH. As a result of continuing claims progressed at this location in 1999 and 2000, a meeting was held at Queensgate on September 25, 2000. Those discussions led to a local understanding signed by us on October 12, 2000 which addressed the dispute at Queensgate. After talking to yourself and Queensgate management, it has been determined that the local understanding achieved its intended purpose. Therefore, it is agreed said understanding will be incorporated into the master CSXT System UTU-YM Agreement as B&O Attachment 14. The “Columbus Day” understanding will now become a permanent part of the collective bargaining agreement and will only be subject to modification via section 6 of the Railway Labor Act.

It is further agreed that any dispute or claim arising out of Attachment 14 subsequent to your execution of this letter will be handled via Article 20 of the UTU-YM System Agreement. Any prior practice or settlement which pre-dates the effective date of this letter will not be used in a subsequent argument presented by the Organization to this office or an arbitrator should future grievances arise.

Finally, section 5 of the October 12, 2000 letter of understanding committed the parties to determine if an overall settlement of the backlogged claims was possible. Therefore, as part of the comprehensive resolution of this dispute claimant Cook will be paid $11,500 in full and final settlement of the matter with the explicit understanding that none of the attached claims will be progressed to any other venue as follows:

1. $2,500 as soon as practicable
2. $2,500 on or about the first week of April 2001
3. $5,000 on or about the first week of July 2001
4. $1,500 on or about the first week of October 2001
Mr. R. P. DeGenova  
February 13, 2001  
Page Two

Claimant Wimsatt will be paid $1,500 as soon as practicable and another $1,000.00 on or about the first week of April 2000 in full and final settlement of his claims.

If all of the foregoing accurately reflects our understanding, please sign in the space provided below. Once I receive your executed copy of this understanding arrangements will be made with Payroll to issue payment.

Very truly yours,

Steven R. Friedman  
Senior Director-Labor Relations

SRF:pj

R. P. DeGenova  
General Chairman
August 8, 2001

Mr. R. P. DeGenova  
General Chairman  
United Transportation Union  
8127 Cliffview Drive  
Poland, OH 44514-2763

Dear Mr. DeGenova:

This refers to our recent discussions concerning operations at Bennings Yard in the Washington, DC area. Based on our discussions and those with General Manager Gil Kovar, the following understanding will take place:

1. As soon as this document is signed by yourself, a second yardmaster assignment will be advertised at Bennings.

2. The Transportation Department is free to assign those hours and rest days in accordance with the Schedule Agreement which best protect the service at Bennings.

3. This position will remain in place on a trial basis until February 14, 2002. At that time, the position will be evaluated to ensure that sufficient yardmaster work is available at Bennings to justify retention of the position.

4. If work levels at Bennings meet a reasonable threshold in this regard, the second position will be considered permanent and subject to all applicable rules of the CSXT System Yardmaster's Agreement.

5. Should the Transportation Department elect to abolish this position, you will be provided 10 days notice for a meeting. At the meeting, the Transportation Department will provide some relevant documentation to establish that the second Bennings assignment lacks sufficient work to warrant retention.
6. Prior to February 14, 2001, the organization will agree to forebear on the submission of scope rule penalty claims without first seeking a meeting with Transportation management to resolve any such issue.

Very truly yours,

[Signature: SR Friedman]

Steven R. Friedman

I concur: [Signature: R. G. DeGenova]  P-10-01

R. G. DeGenova
UTU-YM General Chairman
December 6, 2001

Richard P. DeGenova
General Chairman
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2763

Dear Mr. DeGenova:

This refers to the enclosed agreement for a Chief Yardmaster position at Hagerstown, Maryland. Once the understanding has been signed, I will arrange for the position to be advertised with WM prior rights as soon as possible. It was agreed that the award would not be effective until January 2, 2002. Should any unintended consequences arise at Hagerstown account of this arrangement, I expect matters to be handled proactively by the Organization with local management.

Very truly yours,

Steven R. Friedman

Enclosure
MEMORANDUM OF AGREEMENT
between
UNITED TRANSPORTATION UNION
and
CSX TRANSPORTATION, INC.

It is understood and agreed that effective January 2, 2002 that the Carrier shall:

1. Establish one (1) Chief Yardmaster position at Hagerstown, Maryland.

2. This position will work under and be advertised in accordance with Addendum H of the schedule Agreement, except that this position will report at a designated time no earlier than 12:01 p.m. and no later than 3:59 p.m. on Monday through Friday.

3. This position will be advertised to prior right WM Yardmasters as shown on the roster under Attachment 7, dated June 1, 1985 of the schedule Agreement. This position will remain a WM Yardmaster prior right position unless mutually agreed upon.

4. The Organization will not process any Scope time claims at Hagerstown as long as this position remains filled.

5. It is understood that day-to-day vacancies need not be filled. Known vacancies of five (5) working days or longer will be filled by the unassigned prior right WM Yardmaster at Hagerstown pursuant to Article 10, Section 2 (a and b) of the CSXT/UTU-YM System Agreement. If the vacancy noted herein remains unfilled, the senior Yardmaster applying for a hold down from YMBO RE01 and RE02 rosters will be granted the temporary vacancy.

6. This arrangement may be terminated upon fifteen (15) days' notice, while the position itself requires the standard forty-five (45) day notice.

FOR B&O UTU YARDMASTERS:

R. P. DeGenova
General Chairman

FOR CSXT:

S. R. Friedman
Senior Director-Labor Relations
February 11, 2002

R. P. DeGenova, General Chairman
UTU – Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

Dear Sir,

This refers to the August 25, 1999 local agreement governing overtime payments for Chief Yardmasters at Willard and New Castle. Said agreement provided overtime for such Chiefs in various circumstances not usually permitted by the standard rule contained in collective bargaining agreement. Therefore, effective on Monday, February 18, 2002 at 12:01AM, this agreement will be terminated for the above-noted locations.

Very Truly Yours,

SR Friedman

Steven R. Friedman
Senior Director – Labor Relations
SRF/js
March 31, 2004

Mr. R. P. DeGenova, General Chairman
Yardmaster Department
United Transportation Union
8127 Cliffview Drive
Poland, OH  44514-2723

Mr. G. W. Hazelwood, General Chairman
Yardmaster Department
United Transportation Union
2423 Old Geneva Road
Henderson, KY  42420

Mr. R. C. Kratz, General Chairman
Yardmaster Department
United Transportation Union
6394 Buena Vista Drive
Margate, FL  33063-8363

Dear Sirs:

Effective immediately, pursuant to the provisions of Title 45 USC, Subsection Third of § 153, the Railway Labor Act, as amended, Patricia A. Madden, Director - Labor Relations, is designated and authorized to represent the following companies and/or former properties within those companies in all conferences and negotiations between them and their employees represented by your Organization with respect to making and maintaining Agreements concerning rates of pay, rules and working conditions, interpretation of said Agreements and settlement of disputes, whether arising out of application of such agreements or otherwise:

CSX Transportation, Inc.

Ms. Madden should be addressed as follows:

Ms. Patricia A. Madden
Director – Labor Relations
500 Water Street – J455
Jacksonville, FL  32202
(904) 359-3946

Sincerely,

J. M. Pendergrass
May 23, 2001

Mr. Doyle K. Turner, General Chairman
UTU-Yardmaster Department
3025 Sherwood Court
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman
UTU-Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman
UTU-Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514

Mr. James R. Cumby, General Chairman
UTU-Yardmaster Department
28626 Squire Drive
Chesterfield, Michigan 48047

Gentlemen:

This refers to our discussions and confirms the understanding reached on the filling a Yardmaster vacancy that exists after the calling procedures have been exhausted.

It is agreed that a Carrier Officer under the following conditions may fill existing Yardmaster vacancy:

1. There is no contract Yardmaster available to work the vacancy.

2. The Carrier will establish a fund. Into the fund will be placed an amount equal to time and one-half the rate of the position filled each time a Carrier Officer fills a Yardmaster vacancy. At a time designated by the General Chairman, the money contained in this fund will be divided between the Yardmasters assigned in the terminal based on instructions from the General Chairman.
This understanding is intended to provide coverage of Yardmaster vacancies during times of critical shortages.

Please review the above understanding and if agreeable, sign and return one copy to the undersigned.

Very yours truly,

S. R. Friedman
Senior Director
Employee Relations

I agree:

D. K. Turner, General Chairman

D. J. Burke, General Chairman

R. P. DeGenova, General Chairman

J. R. Cumby, General Chairman

CC: Donald R. Carver
    Assistant to the President
    Yardmaster Department
May 23, 2001

Mr. Doyle K. Turner, General Chairman
UTU-Yardmaster Department
3025 Sherwood Court
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman
UTU-Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman
UTU-Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514

Gentlemen:

This refers to our discussions concerning notification to your Organization when UTU-YM employees are removed from service, pursuant to Article 21(a), for disciplinary offenses by CSXT management. Based on your request, I am instructing field operations management to notify the General Chairman of jurisdiction and Labor Relations about such action as soon as practicable. Similarly, this office in support of our mutual interest to maintain cordial relations will supply such information when it becomes known.

Very yours truly,

S. R. Friedman
Senior Director
Employee Relations
March 9, 2004

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Gentlemen:

This refers to our series of meetings concerning the application of Article 11 in the July 1, 2002 CSXT Single System Yardmaster’s Agreement. The General Committees were concerned that account of corporate efficiencies, yardmasters are absorbing more work from various sources. The Collective Bargaining Agreement mandates that incumbents of positions will be afforded a displacement opportunity if the employee’s pay rate is changed, if the position’s classification is changed or if the General Chairman proves that a substantial change is made to the territory of the employee’s assignment. All of the committees have expressed concern that some additional work is being added to yardmasters at many locations across the system.

Therefore, effective April 1, 2004, I am advising local management to supply written notification of a substantial change in a yardmaster’s duties to the employee, the General Chairman and the assignment clerk. In cases where the intent of Article 11 is clearly satisfied, displacements should be authorized by local management. Debatable cases or instances where the local management and the Organization are at odds can be referred to Labor Relations. Please note that not every change is substantial and minor adjustments should be handled in conjunction with past practice.

Very truly yours,

[Signature]

Steven R. Friedman

cc: J. R. Cumby
March 9, 2004

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Gentlemen:

This refers to our meeting of March 4, 2004 which concerned training issues for yardmasters. Power brake rules, effective and efficient safety job briefings and more uniform remote control training for yardmasters were the primary topics. Representatives from the Transportation Department were present to address these concerns. It was acknowledged that these items require local handling for most of this year. It was agreed by all the participants that inclusion of these items into the 2005 Yardmaster Skills Training exercise would be a sound approach.

Therefore, this letter will be copied to the Human Resources Department to plan for 2005 well ahead of time. Once I receive some feedback from Mr. Drake and Human Resources on this matter, you will be updated.

Very truly yours,

Steven R. Friedman

J. R. Cumby
March 9, 2004

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Gentlemen:

This refers to our meeting of March 4, 2004, which addressed several issues involving the FRA. Mr. Turner sought a response on how CSXT applies random drug testing to yardmasters subject to the Hours of Service Law. There is some question about the method being employed by the Medical Department.

Secondly, we had a discussion about the advisability of applying the Hours of Service Law to yardmasters. Mr. Cumby and Mr. Drake agreed to gain input from the FRA on reviewing this matter in general and at specific CSXT locations. Once Mr. Drake gets some feedback from FRA, we will arrange follow-up.

Very truly yours,

Steven R. Friedman

J. R. Cumby
J. A. Drake

cys:
June 28, 2004

File: 7008

D. J. Burke, General Chairman
Yardmaster Department
United Transportation Union
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
Yardmaster Department
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2723

G. W. Hazelwood, General Chairman
Yardmaster Department
United Transportation Union
23 Old Geneva Road
Henderson, KY 42420

Dear Sirs:

CSX has recently undergone far-reaching changes in its management personnel. As a result, the following is an updated list of Officers of the Carrier who are authorized to receive all initial claims and grievances for the Transportation Department under the provisions of Article 20(d) CSXT System Yardmaster Agreement. The effective date of this list is July 1, 2004.

INITIAL CLAIMS

CHICAGO DIVISION

Pete Burris
Division Manager-Chicago Division
6735 Southpoint Drive, South
Building II, (J-646)
Jacksonville, FL 32216

BALTIMORE DIVISION

Cindy Sanborn
Division Manager-Baltimore Division
6735 Southpoint Drive, South
Building II, (J-646)
Jacksonville, FL 32216
LOUISVILLE DIVISION

Bob Babcock
Division Manager-Louisville Division
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

HUNTINGTON DIVISION

Gery Williams
Division Manager-Huntington Division
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

GREAT LAKES DIVISION

Gary Bethel
Division Manager-Great Lakes
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

NASHVILLE DIVISION

Jimmy Dyer
Division Manager-Nashville Division
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

FLORENCE DIVISION

Mike Holsteen
Division Manager-Florence Division
6735 Southpoint Drive. South
Building II (J-846)
Jacksonville, FL 32216

ATLANTA DIVISION

Gil Kovar
Division Manager-Atlanta Division
6735 Southpoint Drive. South
Building II (J-846)
Jacksonville, FL 32216
JACKSONVILLE DIVISION

Bob Downing
Division Manager-Jacksonville Division
6735 Southpoint Drive, South
Building II (J-646)
Jacksonville, FL 32216

The HDO level of appeal remains as follows:

Patricia A. Madden
Director Labor Relations
500 Water Street (J-455)
Jacksonville, FL 32202

Yours truly,

[Signature]
Attachment 1
Rates Tables

Attachment 2
Assistant General Yardmasters

Attachment 3
Letter outlining that the Memorandum Agreement allowing vacancies at Erwin and Kingsport, TN to be protected by the Erwin Yardmaster’s Extra Board.

Attachment 4
Huntington Yardmaster Consolidated Office Agreement CSXT Labor Agreement 11-125-94.

Attachment 5
Corbin Yardmaster Consolidated Office Agreement CSXT Labor Agreement 11-057-94.

Attachment 6
Lead Yardmaster Huntington, WV

Attachment 7
L&N Memorandum Agreement concerning availability of Extra Yardmasters from an outlying point.

Attachment 8
L&N Memorandum Agreement concerning availability of Extra Yardmasters in road train service.

Attachment 9
Port Huron, MI Guaranteed Extra Board Agreement.

Attachment 10
Memorandum Agreement concerning “Uniform time Act of 1966”.

Attachment 11
CSXT Labor Agreement 11-161-92 Consolidating Atkinson, KY and Evansville, IN districts and Agreement for Evansville Guaranteed Extra Board to protect vacancies at Evansville and Atkinson.
Attachment 12
   Toledo Terminal Agreements

Attachment 13
   Fostoria, OH Chief Yardmaster Agreement

Attachment 14
   Letter outlining that former C&O Yardmasters maintain coverage under the C&O
   Hospital Association.

Attachment 15
   Birmingham/Gadsden, AL Guaranteed Extra Board Agreement

Attachment 16
   Letters of Understanding
### Yardmaster Daily Rates

**Effective July 1, 2002**

Former C&O, L&N, CCR, Monon

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**Chief Yardmasters**

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**Daily Rate - $187.31**

**Guaranteed Extra Board (GEB) - Guarantee Rate**
ATTACHMENT 2

ASSISTANT GENERAL YARDMASTERS
(applicable on the former C&O properties only)

Assistant General Yardmaster positions will be filled
by selection and appointment by the carrier from employees
holding Yardmaster seniority at the terminal at which the
vacancy occurs, except that position of Assistant General
Yardmaster at Kenova, West Virginia, will be filled from
employees holding Yardmaster seniority at Kenova or Huntington
Terminal.

Effective June 1, 1961, employees so appointed will not
be subject to displacement under seniority rules, except that if
a Yardmaster position is abolished and the work of the abolished
Yardmaster position is abolished is assigned for performance by
an Assistant General Yardmaster, a senior Yardmaster whose
position is abolished or who is displaced as a result of such
abolishment of a Yardmaster position and assignment of the work
to the Assistant General Yardmaster will have right if qualified
to displace an Assistant General yardmaster who holds less
seniority on the Yardmasters roster within ten (10) working days
of such abolishment or displacement. Assistant General
Yardmasters not displaced within ten (10) working days as
provided hereby will not thereafter be subject to displacement
on seniority unless and until other Yardmaster positions are
abolished, so that Yardmasters senior to Assistant General
Yardmasters have their positions abolished or are displaced as a
result of such abolishment, in which event senior Yardmasters
whose positions are abolished or who are displaced may if
qualified exercise their seniority over Assistant General
Yardmasters with less seniority within ten (10) working days of
such abolishment or displacement. If the yardmaster positions
abolished so as to make displacement provisions hereof operative
are later restored, so that the work placed on Assistant General
Yardmaster positions account abolishment of the Yardmasters
positions is restored to Yardmaster positions, the Assistant
General Yardmasters displaced by senior employees hereunder may
be returned to the Assistant General Yardmaster positions at the
time of restoration of the Yardmaster positions, displacing the
senior employees who exercised seniority when the abolishment of
Yardmaster positions was made and the work turned over to
Assistant General Yardmasters.
November 3, 1998

Employee Relations
500 Water Street, J-455
Jacksonville, FL 32202

Mr. Doyle K. Turner, General Chairman
United transportation Union - Yardmaster Department
3025 Sherwood Court
Flatwoods, KY. 41139

Dear Mr. Turner:

This refers to our recently concluded negotiations concerning the "Single System Agreement."

During the negotiations it was agreed that the Erwin, TN. Yardmasters Guaranteed Extra Board would continue to protect vacancies on Yardmaster positions at Erwin and Kingsport, TN. in accordance with Memorandum Agreement that was effective July 1, 1992.

If the above accurately reflects what was agreed to, please indicate your concurrence by signing in the space provided below.

Yours truly,

[Signature]
Dannie E. Strickland
Director Employee Relations

I AGREE:

[Signature]
Doyle K. Turner, General Chairman
CSXT Labor Agreement No. 11-125-92

Memorandum Agreement
between
CSX Transportation, Inc. (CSXT)
and their employees represented by
The United Transportation Union
(Yardmaster Department)

WHEREAS, the parties have conferred and it is hereby agreed:

TRANSFER AND CONSOLIDATION OF WORK

1. (a) Effective November 1, 1992 the parties will establish a new Yardmaster Seniority District at Huntington, West Virginia to cover Yardmaster work performed in the Huntington Centralized Yardmaster Office (HCYO).

    (b) Yardmaster and work-related functions performed by employees at the C&O locations shown in Attachment "A" to the Agreement will be transferred to Huntington, on or about the dates shown on "A" and consolidated for the purpose of initially establishing the HCYO.

FILLING OF POSITIONS AND EXERCISE OF SENIORITY

2. (a) On November 24, 1992, a bulletin will be posted showing the positions to be abolished at each location and the regular and guaranteed extra board positions to be established in the CYO at Huntington. Such bulletin will solicit applications from active yardmasters at the locations identified in Attachment "A." The bulletin will run for a period of 10 days and the positions will be awarded to the senior Yardmaster making application.

    (b) Those applicants who are awarded a position within the HCYO and those applicants who bid but were not awarded a position within the HCYO will have their seniority transferred and dovetailed onto the Huntington Centralized Yardmaster Office Seniority Roster (HCYOR).

    (c) It is the intent of this Agreement that where two or more employees are involved, the Carrier will maintain their relative seniority standing in showing their names and seniority dates on the seniority roster, a construction date being established if necessary to maintain such relative standing. Where relative standing of two or more employees cannot be determined, the order of one over the other will be determined by the original employment date, regardless of craft, provided there has been no break in Carrier service.

    (d) Subsequent vacancies in the HCYO will be filled according to the C&O Yardmasters General Agreement.
(e) Yardmasters presently assigned to a regular Yardmaster position, identified in Attachment "B," who initially make application for a position within the HCYO but are not awarded a position will be afforded the transfer benefits provided in this Agreement. These employees will become eligible for the benefits when they are able to hold a regular position within the HCYO and make a permanent change of residence as provided in Side Letter No. 1.

(f) Extra Yardmasters who are not presently assigned to regular Yardmaster positions may establish seniority on the HCYOR by bidding on the advertised positions, and may subsequently accept positions in the HCYO pursuant to the General Agreement. However, it is understood that they will not be entitled to the benefits of this Agreement.

3. Employees assigned to the position in the CYO at Huntington pursuant to the terms of this Agreement will transfer to Huntington upon five (5) days' advance notification by the Carrier for two weeks training as referred to in Attachment "A" prior to assuming the position to which assigned in the HCYO. Failure to do so, except where unavoidable delay is encountered, will result in forfeiture of all rights to the position to which assigned.

VOLUNTARY SEPARATIONS AND SENIORITY BUYOUT

4. Incumbents of regular Yardmaster positions at locations identified in Attachment "A" will be allowed the following options:

(a) Accept a separation allowance equivalent to 360 days' pay at the rate of the last position worked in return for terminating all service with the Carrier, or

(b) Accept an allowance of $20,000 in return for the forfeiture of all Yardmaster seniority. Election of this option will not affect any rights an employee may have under any other agreement, or

(c) Transfer to the HCYO or establish seniority on the HCYO pursuant to Section 2(b) of this Agreement, thereby qualifying for the benefits provided by Side Letters 1 and 2 of this Agreement.

5. It is also understood that this Agreement will not become effective unless a minimum of eight regular incumbents of the regular Yardmaster positions being abolished transfer to the HCYO or establish seniority on the HCYOR by bidding on the positions during the bid period.

FOR THE EMPLOYEES:

[Signature]
R. L. McAtee, General Chairman
Yardmaster Department - UTU
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FOR CSX TRANSPORTATION

[Signature]
H. S. Emerick
Senior Director Employee Relations
Yardmaster Consolidation Schedule

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v:\YMAGREE1.hcy
## SENIORITY ROSTER
**AS OF DECEMBER 07, 1992**

**YMCO HUNT**  
**CSX TRANSPORTATION**  
**HUNTINGTON - WV**  
**YARDMASTERS**

**DISTRICT: NO. HUNT**  
**TITLE: HUNTINGTON - WV**

**COPY TO DISTRICT CHAIRMAN:**  
**SIGNED:**  
**DATE POSTED:**

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OC - OFFICIAL  3
DI - DISABILITY  2
EY - EX. YRDNS  2

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**TOTAL ACTIVE EMPLOYEES:**

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**TOTAL INACTIVE EMPLOYEES:**

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**TOTAL EMPLOYEES ON ROSTER:**

11

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TOTAL ACTIVE EMPLOYEES: 5
TOTAL INACTIVE EMPLOYEES: 1
TOTAL EMPLOYEES ON ROSTER: 6

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  TOTAL EMPLOYEES ON ROSTER: 5

SPO - PAYROLL NUMBER CODES:
S12 - PEACH CREEK, W VA
# SENIORITY ROSTER

**AS OF DECEMBER 07, 1992**

**YMCO QUIN**

**CSX TRANSPORTATION**

**QUINNIMONT - WV**

**YARDMASTERS**

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**DISTRICT: NO. QUIN**

**TITLE: QUINNIMONT - WV**

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**COPY TO DISTRICT CHAIRMAN:**

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**SIGNED:**

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**DATE POSTED:**

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H/E CODES
H - HOME ROSTER

ST CODES:
   - ACTIVE
   - DI - DISABILITY
   - IP - INJURY ON-DUTY
   - EY - EX. YRD MST

TOTAL ACTIVE EMPLOYEES: 4
TOTAL INACTIVE EMPLOYEES: 3
TOTAL EMPLOYEES ON ROSTER: 7

PRNO - PAYROLL NUMBER CODES:
4G04 - QUINNIMONT YARDMASTERS
CSXT Labor Agreement 11-125-92
Side Letter No. 1

November 23, 1992

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee,

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Centralized Yardmasters Office in Huntington, West Virginia:

This confirms our understanding and agreement that the following options will be afforded employees who as a result of said coordination elect to change the point of their employment to the Centralized Yardmasters Office and are thereby required to change their place of residence:

A. (1) A transfer allowance of $1,000.

(2) Up to thirty (30) days' living expenses for the purpose of locating a residence. Payment for such housing (room and tax only) will be paid for through direct billing to the Carrier.

(3) Up to five working days off with pay to move.

OR

B. An allowance of $3,500 in lieu of the aforementioned benefits and in lieu of, and in full settlement for any other claims for expenses (except moving van expenses and losses from home removal).

MOVING VAN EXPENSES

Those employees changing residence and transferring to Huntington who are afforded the benefits in Section A or B of this letter will have the option of:

(1) Having the Company pay the moving van expense per the standard relocation benefits policy of the Carrier. Affected employees will be furnished a copy of the "Contract Employees" move manual.

(2) Accept a $3,500 lump sum and be responsible for moving his own household goods.
REAL ESTATE EXPENSES

15% of market value on sale of residence per the standard relocation benefits policy of the Carrier.

The term "change of residence" as used in this agreement is understood to mean a transfer to a work location which is outside of thirty (30) miles from their work location.

Yours Truly,

Howard S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
November 23, 1992

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee,

As we discussed, it is our desire to secure and maintain a full complement of qualified yardmasters in the Huntington Centralized Yardmaster Office (HCYO).

In an effort to achieve this goal it is agreed that qualified yardmasters, relocating into the HCYO, will receive a lump sum of $1500 upon successfully completing the Yardmaster Consolidated Training Program. An additional $1,000 per year, with a maximum of three years, will be afforded qualified yardmasters relocating into the HCYO.

In order to qualify for the annualized payments, a yardmaster must be actively employed and holding a regular position in the HCYO on his anniversary date. The anniversary date will be the date that the yardmaster first works in the HCYO.

It is understood that these entitlements will be due to only those yardmasters making an application for a position within the HCYO during the initial bidding process.

Yours Truly,

Howard S. Emerick
Howard S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman

CYM241.db
November 23, 1992

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee,

Reference our discussions concerning those employees affected by the transfer of work from various locations to the CYO at Huntington, West Virginia.

This confirms our understanding and agreement that any C&O yardmaster who was not in active service as a Yardmaster, but maintained a position on a point seniority roster identified in Attachment A, during the initial bidding process, will have the right to reconstruct into this coordination to the extent his seniority entitles him pursuant to the C&O Yardmasters General Agreement.

It is understood and agreed such employees are not entitled to any other benefits of this Agreement.

Yours Truly,

Howard S. Emerick
H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman

CYM1019.dbs
November 23, 1992

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee,

Reference our discussions concerning any future transfers of yardmaster responsibilities into the CYO at Huntington, West Virginia.

In our discussions, it was agreed that any future moves into the CYO that result in additional job(s) being created in the CYO, would be governed by the agreed upon language contained in CSXT Labor Agreement 11-125-92. It is also understood that any future use of the sideletters attached to CSXT Labor Agreement 11-125-92 will be subject to the mutual agreement of both parties.

Yours Truly,

Howard S. Emerick
H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman.

CYM10194.dbs
November 23, 1992

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee,

Reference our discussions concerning those employees affected by the transfer of work from various locations to the CYO at Huntington, West Virginia.

It is recognized that many of the locations involved in this transaction have already undergone past consolidations. It is the intent of this letter to recognize those territories currently being handled by the yardmasters locations identified in Attachment A. They are as follows:

Huntington – 16th Street and River Yards, Kenova, Ceredo
South Charleston – South Charleston Yard, St. Albans, Handley
Peach Creek – Peach Creek Terminal
Quinnimont – Quinnimont Terminal, Raleigh, Thurmond, Hinton, Meadow Creek
Elk Run Jct. – Elk Run Yard

It is also understood that the intent of this letter is not to change the current operation or supervision of any of the listed territories.

Yours Truly,

Howard S. Emerick
H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman

CSXT Labor Agreement 11-125-92
Side Letter No. 5

CYM1019.dbs
Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our discussions concerning those employees affected by the transfer of work from various locations to the CYO at Huntington, West Virginia.

This will confirm understanding and agreement that should the Carrier subsequently restore the Yardmaster positions abolished at Huntington, South Charleston, Elk Run, Peach Creek and Quinnimat as a result of this Agreement, the employees who previously held Yardmaster positions at those locations, and who retained their Yardmaster seniority by bidding on positions established in the CYO, shall be allowed to return to their previous location and be placed on such positions in relative standing according to their seniority.

Yours truly,

Howard S. Emerick
Senior Director
Employee Relations

AGREED:

R. L. McAtee, General Chairman

HCYO6
Memorandum Agreement
between
CSX Transportation, Inc. (CSXT)
and their employees represented by
The United Transportation Union
(Yardmaster Department)

TRANSFER AND CONSOLIDATION OF WORK

1. Effective on or about November 1, 1993 the Yardmaster and work-related functions presently performed at Newport News, Virginia will be transferred to and consolidated with similar work presently being performed in the Huntington Centralized Yardmaster Office (HCYO) at Huntington, West Virginia.

FILLING OF POSITIONS AND EXERCISE OF SENIORITY

2. (a) On or about September 25, 1993, a notice will be posted at Newport News and in the HCYO showing the positions to be abolished at Newport News and those to be established in the HCYO as a result of this transfer.

On or about October 4, 1993, local management and the Newport News and HCYO Yardmaster Local Chairmen will conduct a "roll down," during which the Newport News employees will make an irrevocable selection of one of the three options contained in Section 4 of this Agreement.

If the new positions to be established in the HCYO are not filled by employees from Newport News, a "roll down" will be conducted with the HCYO employees until all positions are filled.

(b) Those applicants from Newport News who are awarded a position in the HCYO will have their seniority transferred and dovetailed onto the Huntington Centralized Yardmaster Office Seniority Roster (HCYOR).

(c) It is the intent of this Agreement that where two or more employees are involved, the Carrier will maintain their relative seniority standing in showing their names and seniority dates on the seniority roster, a construction date being established if necessary to maintain such relative standing. Where relative standing of two or more employees cannot be determined, the order of one over the other will be determined by the original employment date, regardless of craft, provided there has been no break in Carrier service.

(d) Subsequent vacancies in the HCYO will be filled according to the C&O Yardmasters General Agreement.
(e) Extra Yardmasters who are not presently assigned to regular Yardmaster positions may establish seniority on the HCYOR by bidding on the advertised positions, and may subsequently accept positions in the HCYO pursuant to the General Agreement. However, it is understood that they will not be entitled to the benefits of this Agreement.

3. Employees assigned to the positions in the HCYO at Huntington pursuant to the terms of this Agreement will transfer to Huntington upon five (5) days' advance notification to assume the position to which assigned in the HCYO. Failure to do so, except where unavoidable delay is encountered, will result in forfeiture of all rights to the position to which assigned.

VOLUNTARY SEPARATIONS AND SENIORITY BUYOUT

4. Incumbents of the regular Yardmaster positions at Newport News will be allowed the following options:

(a) Accept a separation allowance equivalent to 360 days' pay at the rate of the last position worked in return for terminating all service with the Carrier, or

(b) Accept an allowance of $20,000 in return for the forfeiture of all Yardmaster seniority. Election of this option will not affect any rights an employee may have under any other agreement, or

(c) Transfer to the HCYO pursuant to Section 2(b) of this Agreement, thereby qualifying for the benefits provided by Side Letters 1 and 2 of this Agreement.

Signed at Jacksonville, Florida this 24th day of September, 1993.

FOR THE EMPLOYEES:

R. L. McAtee, General Chairman
Yardmaster Department - UTU

FOR CSX TRANSPORTATION

H. S. Emerick
Senior Director Employee Relations

v:\nash\lymagree.nn
September 1, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

This confirms our understanding and agreement that the following options will be afforded employees who, as a result of said coordination, elect to change the point of their employment to the Centralized Yardmasters Office and are thereby required to change their place of residence:

A. (1) A transfer allowance of $1,000;

(2) Up to thirty (30) days’ living expenses for the purpose of locating a residence. Payment for such housing (room and tax only) will be paid for through direct billing to the Carrier; and,

(3) Up to five working days off with pay to move.

OR

B. An allowance of $3,500 in lieu of the aforementioned benefits and in lieu of, and in full settlement for any other claims for expenses (except moving van expenses and losses from home removal).
MOVING VAN EXPENSES

Those employees changing residence and transferring to Huntington who are afforded the benefits in Section A or B of this letter will have the option of:

(1) Having the Company pay the moving van expense per the standard relocation benefits policy of the Carrier. Affected employees will be furnished a copy of the "Contract Employees" Move Manual.

OR (2) Accept a $3,500 lump sum and be responsible for moving his own household goods.

REAL ESTATE EXPENSES

15% of market value on sale of residence per the standard relocation benefits policy of the Carrier.

The term "change of residence" as used in this agreement is understood to mean a transfer to a work location which is outside of thirty (30) miles from their work location.

Very truly yours,

H. S. Emerick

H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman

v:\nash\BLS0818.YM1
September 1, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

In an effort to secure and maintain a full complement of qualified yardmasters in the HCYO, it is agreed that qualified yardmasters presently assigned to regular positions at Newport News, relocating into the HCYO, will receive a lump sum of $1,500 upon successfully completing the Yardmaster Consolidated Training Program. An additional $1,000 per year, with a maximum of three years, will be afforded qualified yardmasters relocating into the HCYO.

In order to qualify for the annualized payments, a yardmaster must be actively employed and holding a regular position in the HCYO on his anniversary date. The anniversary date will be the date that the yardmaster first works in the HCYO.

It is understood that these entitlements will be due to only those yardmasters who are initially assigned a regular position in the HCYO pursuant to this Agreement.

Very truly yours,

[Signature]
H. S. Emerick
Senior Director Employee Relations

AGreed:

[Signature]
R. L. McAtee, General Chairman
CSX Labor Agreement 11-125-93
Side Letter No. 3

September 1, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

This confirms our understanding and agreement that any C&O yardmaster who was not in active service as a yardmaster, but maintained a position on the Newport News Seniority Roster on the date the Newport News positions are advertised, will have the right to reconstruct into this coordination to the extent his seniority entitles him pursuant to the C&O Yardmasters General Agreement.

It is understood and agreed such employees are not entitled to any other benefits of this Agreement.

Very truly yours,

H. S. Emerick
H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman

v:\nash\BLS0818.YM3
September 1, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

In our discussions, it was agreed that any future moves into the HCYO that result in additional job(s) being created in the HCYO, would be governed by the agreed upon language contained in CSXT Labor Agreement 11-125-93. It is also understood that any future use of the side letters attached to CSXT Labor Agreement 11-125-93 will be subject to the mutual agreement of both parties.

Very truly yours,

H. S. Emerick
H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
CSX Labor Agreement 11-125-93  
Side Letter No. 5

September 1, 1993

Mr. R. L. McAtee, General Chairman  
United Transportation Union  
(Yardmaster Department)  
434 Temple Road, Route #1  
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

It is recognized that many of the locations involved in this transaction have already undergone past consolidations. It is the intent of this letter to identify the Newport News Terminal as being the territory presently handled by the yardmasters at Newport News, Virginia.

Very truly yours,

H. S. Emerick  
Senior Director Employee Relations

AGREED:  

R. L. McAtee, General Chairman

v:\nash\BLS0818.YM5
September 1, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

This will confirm understanding and agreement that should the Carrier subsequently restore the yardmaster positions abolished at Newport News, Virginia as a result of this Agreement, the employees who previously held yardmaster positions at those locations, and who retained their yardmaster seniority, shall be allowed to return to their previous location and be placed on such positions in relative standing according to their seniority.

Very truly yours,

H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
September 1, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

This will confirm our understanding and agreement that the new positions in the HCYO will be established with a rate of $154.50 per day, and will be subject to subsequent general wage increases.

Very truly yours,

H. S. Emerick
H. S. Emerick
Senior Director Employee Relations

AGREED:

[Signature]
R. L. McAtee, General Chairman
August 19, 1993

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of certain yardmaster functions to the Huntington Centralized Yardmasters Office (HCYO) in Huntington, West Virginia.

This will confirm our understanding and agreement that any Newport News yardmaster who transfers to the HCYO pursuant to this Agreement and who subsequently becomes furloughed and cannot hold a position in the Center will be entitled to a one-time $3,500.00 payment in lieu of any move benefits if he elects to return to Newport News, Virginia in order to return to a former craft. In order to qualify for the payment, the yardmaster must:

1. Make a bona fide move to Huntington as a result of this transaction;
2. Become furloughed during the first year of assignment to the HCYO and not stand for another position (the year begins with the first day assignment is worked); and
3. Make a bona fide move back to Newport News and return to a former craft.

It is also understood and agreed that no additional expenses will be paid to a yardmaster who subsequently elects to return to the HCYO.

Very truly yours,

H. S. Emerick
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
December 17, 1996

Mr. D. K. Turner, General Chairman
United Transportation Union
(Yardmasters)
3025 Sherwood Court
Flatwoods, KY 41139

Dear Mr. Turner

Reference our discussion concerning previously qualified HYCO yardmasters requesting to re-qualify on a position due to additional territories being added to such position, as outlined in CSXT Agreement 11-125-92, Side Letter No. 5.

This confirms our understanding permitting previously qualified yardmasters to re-qualify on positions under the following conditions:

A. Yardmasters, working another desk after new territory is added to a desk on which such yardmaster was previously qualified, will have 14 days from the date the new territory was added to indicate in writing their desire to re-qualify on the designated desk.

B. Applications will be made to the designated officer, and a qualifying schedule and training for the yardmaster will be arranged.

C. The Training schedule will be at the discretion of the Carrier, but will be afforded based on seniority. Training will be scheduled based on availability and completed in a timely manner.

D. Previously qualified applicants will be allowed their basic daily rate during the qualifying period, plus any applicable auto allowance at the current rate. Lodging will be provided in a designated CLC facility if applicable, otherwise applicant will be reimbursed for reasonable lodging expenses. Meal reimbursement will be approved up to $20.00 per day, receipt required.
CSXT Labor Agreement No. 11-057-94

Memorandum Agreement
between
CSX Transportation, Inc. (CSXT)
and their employees represented by
The United Transportation Union
(Yardmaster Department)

WHEREAS, CSXT (former C&O and former L&N) gave notice in accordance with Article 1, Section 4(a) of the Conditions for the protection of employees enunciated in New York Dock Ry Control Brooklyn Eastern Dist. 360 I.C.C. 60 (1979) (New York Dock Conditions) to transfer Yardmaster functions, as more specifically set out herein, now performed for the CSXT (L&N) by employees located in Lexington, KY, Knoxville, TN, Hazard, KY, Loyall, KY, Ravenna, KY and Corbin, KY (former L&N properties) to the CSXT Huntington Centralized Yardmaster Office in Huntington, WV (former C&O property).

WHEREAS, the parties subsequently agreed to establish the Corbin Centralized Yardmaster Office (CCYO) at Corbin, KY, and to transfer the work from the above locations to the CCYO in Corbin, KY, which the parties agreed was not a "Transaction" pursuant to the New York Dock Conditions since all the properties involved were former L&N properties.

WHEREAS, the parties have conferred and it is hereby agreed:

TRANSFER AND CONSOLIDATION OF WORK

1. (a) Effective September 6, 1994 the parties will establish a new Yardmaster Seniority District at Corbin, KY to cover Yardmaster work performed in the Corbin Centralized Yardmaster Office (CCYO).

(b) Yardmaster and work-related functions performed by employees at the former L&N Railroad locations shown in Attachment "A" to the Agreement will be transferred to the CCYO at Corbin, KY, in phases with 30 days written notice being furnished to the General Chairman, and consolidated for the purpose of initially establishing the CCYO.

ABOLISHING AND ESTABLISHING POSITIONS

2. On or about September 1, 1994, the Carrier will post at all locations involved in this consolidation a list of positions to be abolished at each location and a list of those positions to be established in the CCYO. This posting will also include an estimated schedule of the dates the work will be transferred to the CCYO.

3. The Carrier will advise the General Chairman in writing 30 days prior to the actual date the work is to be transferred.
FILLING OF POSITIONS AND EXERCISE OF SENIORITY

4. (a) On or about September 1, 1994, local management and the Yardmaster Local Chairman from all locations involved in the consolidation will conduct a "roll down" in dovetailed seniority order among the employees who are assigned to the positions (effective September 1, 1994) to be abolished at Corbin, Lexington, Hazard, Loyall, and Ravenna, KY and Knoxville, TN, during which the employees will make an irrevocable selection of one of the options contained in Section 6 of this Agreement.

(b) If the positions in the CCYO are not filled during the initial roll down, a second roll down will be conducted in seniority order among those employees remaining on the Corbin, Lexington, Hazard, Loyall, Ravenna and Knoxville rosters until the remaining positions are filled.

(c) Those Yardmasters who are awarded a position in the CCYO will have their seniority transferred and dovetailed into the CC&O Seniority Roster.

(d) Yardmasters assigned to a regular Yardmaster position on the date of the roll down, and who initially make application for a position within the CCYO, but are not awarded a position will have their seniority transferred and dovetailed into the CCYO Roster and will be afforded the transfer benefits provided in this Agreement. These employees will become eligible for the benefits when they are able to hold a regular position within the CCYO and make a permanent change of residence as provided in Side Letter No. 1.

(e) Extra Yardmasters who are not presently assigned to regular Yardmaster positions may establish seniority on the CCYO Seniority Roster by so indicating during the roll down, and may subsequently accept positions in the CCYO pursuant to the L&N General Agreement. It is understood that extra Yardmasters who subsequently accept a position in the CCYO pursuant to this Section 4(e) will be entitled to the benefits contained in Side Letters 1 and 2 provided they make a bona fide move to Corbin, KY as a result of this agreement.

(f) It is the intent of this Agreement that where two or more employees are involved, the Carrier will maintain their relative seniority standing in showing their names and seniority dates on the seniority roster, a constructive date being established if necessary to maintain such relative standing. Where relative standing of two or more employees cannot be determined, the order of one over the other will be determined by the original employment date, regardless of craft, provided there has been no break in Carrier service.

(g) Subsequent vacancies in the CCYO will be filled according to the L&N Yardmasters General Agreement.

5. Employees assigned to positions in the CCYO at Corbin pursuant to the terms of this Agreement will transfer to Corbin upon five (5) days' advance notification to assume the position to which assigned in the CCYO. Failure to do so, except where unavailable delay is encountered, will result in forfeiture of all rights to the position to which assigned.
INCUMBENTS OPTIONS

6. Employees assigned to regular Yardmaster positions, as defined in Section 4 (a) of this Agreement, which are abolished at locations identified in Attachment "A" will be allowed the following options:

   (a) Transfer to the CCYO or establish seniority on the CCYO Roster pursuant to Section 2(c) of this Agreement, thereby qualifying for the benefits provided by Side Letters 1 and 2 of this Agreement, or

   (b) Exercise any seniority rights the employee may have under any other agreement, or

   (c) Accept a separation allowance equivalent to 360 days’ pay at the rate of the last position worked in return for terminating all service with the Carrier.

PROTECTIVE BENEFITS

7. As a result of the Organization’s agreement to establish the CCYO at Corbin, KY and with the understanding that this is not a "Transaction" pursuant to the New York Dock Conditions, the Carrier hereby agrees that Yardmasters who are assigned, on the date of the roll down, to regular Yardmaster positions which are abolished, and who become dismissed or displaced employees as a result of this consolidation as defined in the New York Dock Conditions, will be entitled to benefits the same as those contained in Sections 5 and 6 of the New York Dock Conditions provided they comply with those obligations imposed by the New York Dock Conditions.

8. It is understood and agreed that this Agreement is made without precedent or prejudice to the position of either party and will not be used in the future.

Signed at [place], this 24th day of September, 1994.

FOR THE EMPLOYEES:  FOR CSX TRANSPORTATION

R. L. McAtee, General Chairman  W. H. Schultz
Yardmaster Department - UTU  Senior Director Employee Relations
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August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

This confirms our understanding and agreement that the following options will be afforded employees who, as a result of said coordination, elect to change the point of their employment to the Centralized Yardmasters Office and are thereby required to change their place of residence:

A. (1) A transfer allowance of $1,000;

(2) Up to thirty (30) days’ living expenses for the purpose of locating a residence. Payment for such housing (room and tax only) will be paid for through direct billing to the Carrier; and,

(3) Up to five working days off with pay to move.

OR B. An allowance of $3,500 in lieu of the aforementioned benefits and in lieu of, and in full settlement for any other claims for expenses (except moving van expenses and losses from home removal).
MOVING VAN EXPENSES

Those employees changing residence and transferring to Corbin who are afforded the benefits in Section A or B of this letter will have the option of:

(1) Having the Company pay the moving van expense per the standard relocation benefits policy of the Carrier. Affected employees will be furnished a copy of the "Contract Employees" Move Manual.

OR (2) Accept a $3,500 lump sum and be responsible for moving his own household goods.

REAL ESTATE EXPENSES

15% of market value on sale of residence per the standard relocation benefits policy of the Carrier.

The term "change of residence" as used in this agreement is understood to mean a transfer to a work location which is outside of thirty (30) miles from their work location.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

In an effort to secure and maintain a full complement of qualified yardmasters in the CCYO, it is agreed that qualified yardmasters presently assigned to regular positions which are being abolished, relocating into the CCYO, will receive a lump sum of $1,500 upon successfully completing the Yardmaster Consolidated Training Program. An additional $1,000 per year, with a maximum of three years, will be afforded qualified yardmasters relocating into the CCYO.

In order to qualify for the annualized payments, a yardmaster must be actively employed and holding a regular position in the CCYO on his anniversary date. The anniversary date will be the date that the yardmaster first works in the CCYO.

It is understood that these entitlements will be due to only those yardmasters who are initially assigned a regular position in the CCYO pursuant to this Agreement.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

This confirms our understanding and agreement that any L&N yardmaster who was not in active service as a yardmaster, but maintained a position on the Corbin, Lexington, Hazard, Loyall, Ravenna or Knoxville Seniority Rosters on the date the CCYO roll down is conducted, will have the right to reconstruct into this coordination to the extent his seniority entitles him pursuant to the L&N Yardmasters General Agreement.

It is understood and agreed such employees are not entitled to any other benefits of this Agreement.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

It is recognized that many of the locations involved in this transaction have already undergone past consolidations. It is the intent of this letter to identify the Dent, KY and Crawford, KY as being the territory presently handled by the Yardmasters at Hazard, KY.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

This will confirm understanding and agreement that should the Carrier subsequently restore the yardmaster positions abolished at Corbin, Lexington, Hazard, Loyall, Ravenna or Knoxville as a result of this Agreement, the employees who previously held yardmaster positions at those locations, and who retained their yardmaster seniority, shall be allowed to return to their previous locations and be placed on such positions in relative standing according to their seniority.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

This will confirm our understanding and agreement that the new positions in the CCYO will be established with a rate of $160.68 per day, and will be subject to subsequent general wage increases.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

[Signature]
R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

This will confirm our understanding and agreement that any Yardmaster who transfers to the CCYO pursuant to this Agreement and who subsequently becomes furloughed and cannot hold a position in the Center will be entitled to a one-time $3,500.00 payment in lieu of any move benefits if he elects to return to the location from which he transferred in order to return to a former craft. In order to qualify for the payment, the Yardmaster must:

1. Make a bona fide move to Corbin as a result of this transaction;

2. Become furloughed during the first year of assignment to the CCYO and not stand for another position (the year begins with the first day assignment is worked); and

3. Make a bona fide move back to the location from which he transferred and return to a former craft.

It is also understood and agreed that no additional expenses will be paid to a yardmaster who subsequently elects to return to the CCYO.

Very truly yours,

W. H. Schultz
Senior Director Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of Yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

Without waiver of our position that the Carrier is not required under any circumstances to pay Yardmaster employees who are training under any provision of the L&N Yardmaster General Agreement, due to the special circumstances in the CCYO we are agreeable to the following:

Each regularly assigned CCYO Yardmaster, including those assigned to the Guaranteed Extra Board, who is assigned by the Carrier to train or teach another CCYO Yardmaster will be allowed an additional hour at the pro rata rate each day so assigned.

This Agreement will become effective on the date the CCYO is initially established and may be canceled at any time by either party with a written thirty (30) day notice to the other party.

Please indicate your concurrence in the above by signing in the space indicated below.

Very truly yours,

W. H. Schultz

W. H. Schultz
Senior Director Employee Relations

AGREED:

[Signature]

R. L. McAtee, General Chairman
August 11, 1994

Mr. R. L. McAtee, General Chairman
United Transportation Union
(Yardmaster Department)
434 Temple Road, Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Reference our previous discussions concerning the transfer of yardmaster functions to the Corbin Centralized Yardmasters Office (CCYO) in Corbin, KY.

In connection with the calculation of test-period average compensation and time paid for pursuant to this Memorandum Agreement, it was understood and agreed that representatives of The United Transportation Union (Yardmaster Department) who were absent from service on any day during the test period in order to attend meetings, or perform other related functions in connection with this consolidation will, for purposes of calculating such test period averages, be considered as having performed service on such days.

Please indicate your concurrence in the above by signing in the space indicated below.

Very truly yours,

W. H. Schultz
W. H. Schultz
Senior Director
Employee Relations

AGREED:

R. L. McAtee, General Chairman
August 15, 1994

Corbin Centralized Yardmaster Office

Positions to be Abolished:

Corbin Payroll No. 4C02

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Knoxville Payroll No. 4C11

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Lexington Payroll No. 4C13

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Loyall Payroll No. 4C15

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Ravenna Payroll No. 4C19

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RLF
GXB

Relief Yardmaster
Guaranteed XB

Positions to be established:

Corbin Centralized Yardmasters Office

101  Yardmaster
102  Yardmaster
103  Yardmaster
201  Yardmaster
202  Yardmaster
203  Yardmaster
301  Yardmaster
302  Yardmaster
303  Yardmaster

RLF 1  Relief Yardmaster
RLF 2  Relief Yardmaster
RLF 3  Relief Yardmaster

GXB 1  Guaranteed Extra Yardmaster
GXB 2  Guaranteed Extra Yardmaster

Positions 101, 201 and 301 and RLF 1 will handle Corbin and Lexington.

Positions 102, 202 and 302 and RLF 2 will handle Ravenna and Hazard.

Positions 103, 203 and 303 and RLF 3 will handle Loyall and Knoxville.

Work Schedule

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Implementation Schedule

The implementation will be completed in the following phases:

October 30    - Corbin
November 6    - Ravenna
November 13   - Loyall
               Lexington
December 4    - Hazard
               Knoxville

* These dates are tentative. Advance notification will be afforded if changed.
Mr. D. K. Turner, Local Chairman  
United Transportation Union  
(Yardmaster Department)  
3025 Sherwood Ct.  
Flatwoods, Ky. 41139

Dear Mr. Turner,

This refers to Side Letter No. 7 of the above agreement for which discussions were held as to the feasibility of establishing a partially excepted position in the Huntington CYO.

To confirm our understanding, we will mutually designate a Lead Yardmaster position on one shift, seven days a week in the CYO. The conditions and additional duties will be agreed to but not restricted by the parties signatory below or their designated representative.

The position referred to in this agreement will have a rate of 165.68 per day and will be subject to future wage increases as applicable.

This understanding shall become effective November 12, 1994 and may be cancelled by either party with twenty-five (25) days’ written notice by one party to the other.

Please indicate your agreement by signing your name in the space indicated below.

Very Truly Yours,

R. L. Cart Jr.  
Chief Operations Officer  
C&O Business Unit

AGREED:

D. K. Turner, Local Chairman
MEMORANDUM AGREEMENT
between
SEABOARD SYSTEM RAILROAD
and its employees
represented by
RAILROAD YARDMASTERS OF AMERICA
(Former L&N)

IT IS AGREED:

1. Appendix "M" is amended by addition of Paragraph (2), reading as follows:

"An extra yardmaster working in another craft at an outlying point who voluntarily returns to his home terminal on the off days of the outlying assignment will be permitted to mark up for call as yardmaster, provided he has eight hours' rest and such work will not interfere with the further protection of the outlying assignment. No deadhead or other expense will be payable and the employees have the responsibility of notifying the calling forces of their availability for such work."

This agreement shall become effective on October 15, 1984, and shall remain in effect until cancelled by twenty days' advance written notice by either party to the other.

Signed at Jacksonville, Florida, this 28th day of September 1984.

FOR RAILROAD YARDMASTERS OF AMERICA

D. E. Gurley, General Chairman

FOR SEABOARD SYSTEM RAILROAD

Ralph Miller
Director of Labor Relations

3374/13
MEMORANDUM AGREEMENT
Between
LOUISVILLE AND NASHVILLE RAILROAD COMPANY
And Its Yardmasters Represented By
RAILROAD YARDMASTERS OF AMERICA (LODGE 18)

Effective March 1, 1981, the following is agreed to by and
between the parties signatory hereto pertaining to the filling of yard-
master vacancies by extra yardmasters in road train service:

Extra yardmasters in road train service who stand to
work as a yardmaster will be considered unavailable
until they are in the terminal of their yardmaster
seniority district with full rest.

Extra yardmasters working in road train service at out-
lying points will not be relieved to protect yardmaster
service on vacancies of less than ten working days.

Signed at Louisville, Kentucky this 27th day of February, 1981.

FOR THE EMPLOYEES:

D. R. Carver, General Chairman
Railroad Yardmasters of America

FOR THE LOUISVILLE AND NASHVILLE
RAILROAD COMPANY:

John M. Sale
Director of Labor Relations
MEMORANDUM AGREEMENT
BETWEEN

CSX TRANSPORTATION

UNITED TRANSPORTATION UNION – YARDMASTER DEPARTMENT

1. The Carrier will establish a Yardmaster Guaranteed Extra Board at Port Huron, Michigan to protect extra work at Port Huron.

2. This Yardmaster Guaranteed Extra Board will protect all extra work at Port Huron. The Port Huron ‘GEB’ will protect straight-time vacancies at Saginaw, MI when all other straight-time options are exhausted at Saginaw.

3. Employees applying for a position on the Guaranteed Extra Board at Port Huron, or displacing onto a GEB position must be qualified on the two (2) Yardmaster locations, which are protected by the GEB.

4. Yardmaster on the Guaranteed Extra Board at Port Huron called to protect a vacancy at Saginaw must have 8 hours rest including travel time between shifts. The Port Huron GEB incumbent may not be used at Saginaw when vacancies exist at Port Huron for the same shift.

5. Abolishment of the GEB at Saginaw, MI will cancel this agreement.

7. Yardmaster assigned to the Guaranteed Extra Board at Port Huron will be considered as regularly assigned for the purposes of applying all the rules of the Yardmaster Agreement.

8. When a Port Huron Guaranteed Extra Board Yardmaster is required to perform service at Saginaw, MI, they will be entitled to the following:

   a. When using personal automobile to travel to protect Yardmaster vacancy at Saginaw, MI be allowed actual mileage from the employees home to Saginaw (not to exceed 100 miles) at the established rate.
b. When using their personal automobile to travel to protect Yardmaster work at Saginaw, such Yardmasters will be allowed travel time of 2 hours at straight-time rate of the job to which traveling.

Example:
2 hours Port Huron to Saginaw at straight time
2 hours Saginaw back to Port Huron at straight time

9. This Agreement may be canceled by either party with (30) thirty days written notice one party to the other.

Steven R. Friedman
Senior Director – Labor Relations

D. K. Turner, General Chairman
UTU – Yardmaster Dept
Memorandum Agreement between the Louisville and
Nashville Railroad Company and its Yardmasters
Represented by the Railroad Yardmasters of America
(Lodge 18), to be effective March 1, 1981.

IT IS AGREED:

As a result of the "Uniform Time Act of 1966", which requires
that clocks will be advanced by one hour at 2:00 a.m. on the last Sunday
in April and turned back one hour on the last Sunday in October, individual
employees who are employed on the third shift at the time of the changes
shall be compensated as follows:

1. Those employees working on the third shift who benefit
   by the clock change in April by receiving eight (8)
   hours' compensation for seven (7) hours worked and who
   are also working the third shift in October when the clock
   is changed will receive eight (8) hours' compensation
   for the necessary nine (9) hours worked.

2. Those employees who do not benefit by the clock change
   in April but who are working the third shift when the
   clock is changed in October will be compensated for
   time required to work in excess of eight (8) hours
   at the time and one-half rate of pay.

This Agreement shall remain in effect unless or until changed or
modified in accordance with the Railway Labor Act as amended.

FOR THE EMPLOYEES:

D. R. Carver, General Chairman

FOR THE LOUISVILLE AND NASHVILLE
RAILROAD COMPANY:

John M. Sale
Director of Labor Relations
MEMORANDUM AGREEMENT
between
CSX Transportation Inc.
and their employees represented by
The United Transportation Union
(Yardmaster Department)

WHEREAS, the parties have conferred and it is hereby agreed:

1. Effective December 19, 1992 CSXT Yardmaster Seniority Districts CHE1, Atkinson, KY, and CHE4, Evansville, IN, will be consolidated into a single district titled Atkinson/Evansville Seniority District. Copies of the current Atkinson and Evansville Seniority District Rosters are attached as Attachment "A".

2. On the effective date of this Agreement, all employees holding seniority on the Atkinson and Evansville Seniority Rosters will be dove-tailed onto the consolidated Atkinson/Evansville Seniority District Roster with prior rights to positions on the district where they held seniority immediately prior to the consolidation. A consolidated Atkinson/Evansville Seniority Roster, indicating prior rights is attached as Attachment "B". Employees establishing seniority subsequent to the effective date of this agreement will not establish prior rights at either location, but will establish seniority in the consolidated district.

3. It is the intent of this Agreement that where two or more employees are involved, the Carrier will maintain their relative seniority standing in showing their names and seniority dates on the consolidated roster, a constructive date being established if necessary to maintain such relative standing. Where relative standing of two or more employees cannot be determined, the order of one over the other will be determined by the original employment date with CSXT, regardless of the craft, provided there has been no break in Carrier service.

4. Subsequent vacancies in the consolidated district will be filled in accordance with the L&N Yardmaster General Agreement.

Signed at Jacksonville, Florida this 17th day of December, 1992.

R. L. McAtee
General Chairman
Railroad Yardmasters of America

Howard S. Emerick
Senior Director
Employee Relations
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H/E CODES
H - HOME ROSTER

DI CODES: # OF EMPLOYEES
    - ACTIVE  2
    - ACTIVE  1

TOTAL ACTIVE EMPLOYEES: 3
TOTAL INACTIVE EMPLOYEES: 0

TOTAL EMPLOYEES ON ROSTER: 3

PHNO - PAYROLL NUMBER CODES:
#KAO - ATKINSON, KY - AGENCY
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H/E CODES
H - HOME ROSTER

CT CODES: | # OF EMPLOYEES
---|---
ACTIVE | 3
OFFICIAL | 3
ACTIVE | 1
EX. YDHOST | 1

TOTAL ACTIVE EMPLOYEES: 4
TOTAL INACTIVE EMPLOYEES: 4
TOTAL EMPLOYEES ON ROSTER: 8

PRMO - PAYROLL NUMBER CODES:
4KAS - EVANSVILLE TSC
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H/E CODES
H - HOME ROSTER

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TOTAL ACTIVE EMPLOYEES: 0
TOTAL INACTIVE EMPLOYEES: 11
TOTAL EMPLOYEES ON ROSTER: 11

PRNO - PAYROLL NUMBER CODES:
MEMORANDUM AGREEMENT
BETWEEN

CSX TRANSPORTATION, INC.
(former Louisville and Nashville)

And Its Employees Represented by
UNITED TRANSPORTATION UNION- YARDMASTER DEPARTMENT

IT IS AGREED:

1. The Carrier will establish a Yardmaster Guaranteed Extra Board at Evansville, Indiana to protect all extra Yardmaster work in the combined Atkinson/Evansville seniority district.

2. When more than one (1) position exists on the Guaranteed Yardmaster Extra Board and yardmaster work is not available to all Extra Board employees, it is understood that such employee(s) may be used to assist the trainmaster or other carrier officers in the performance of their duties or other work which does not cross craft lines.

3. Extra Board Positions(s) will be advertised pursuant to the bulletin requirements of Rule 7(e) of the RYA Agreement. The provisions of Rule 14 of the RYA Agreement shall govern when a Guaranteed Extra Board position is abolished, except the ten calendar day notice found in Rule 14(a) shall be reduced to five calendar days.

4. The Carrier will call and use the Extra Board Yardmasters on a first-in, first-out basis. When an employee is assigned to a temporary vacancy, he will remain thereon for the duration.

5. Employees assigned to the Extra Board will be paid a minimum of forty (40) hours each work week, Saturday through Friday, for which they will be available. Such employees must be available for call during the period beginning two hours prior to the earliest starting time each trick and ending one hour after the latest starting time each trick. The forty (40) hours guarantee will be reduced by eight (8) hours for each calendar day or part thereof that an employee is unavailable for work.

6. Employees who acquire, or who are displaced from a Guaranteed Extra Board position during a workweek and thus do not occupy such assignment the entire seven (7) day period, Saturday through Friday, will be guaranteed payment of eight (8) hours for each day actually assigned to the Extra Board minus two (2). A day on the extra board will be counted if displaced after 12:01 p.m.

7. An employee applying for a bulletined Guaranteed Extra Board position or attempting to displace onto a guaranteed Extra Board position, must be qualified on all Yardmaster positions in the combined Atkinson/Evansville Seniority District.
8. If the Guaranteed Yardmaster Extra Board becomes exhausted, Extra Unassigned Yardmasters will be used in seniority order, if qualified, before using the qualified regularly assigned Yardmasters at punitive rate.

9. Employees assigned to the Extra Board position(s) will be considered as regularly assigned Yardmasters for the purpose of applying all rules of the RYA Agreement except that employees assigned to the Extra Board position(s) can be worked two shifts in a calendar day at straight time provided such employee has a minimum of eight hours rest between shifts.

10. In the event a vacancy of more than thirty (30) days occurs on an Extra Board position, the senior unassigned Extra Yardmaster will be used to fill such vacancy.

11. It is further agreed that the effective date of this Agreement will be December 19, 1992, and is only applicable for the combined Atkinson/Evansville Seniority District and has no effect on any other negotiations unless agreed to by both parties.

12. When an employee performing service under this Agreement is required to be away from his headquarters point, he will be entitled to the following:

   (a) When using his personal automobile to travel to protect Yardmaster work, be allowed actual mileage at the established rate.

   (b) When using his personal automobile to travel to protect Yardmaster work be allowed travel time based on the straight-time rate of the job to which traveling. This time shall be computed at the rate of one minute per mile traveled using the shortest highway between the points.

   (c) If required to be away overnight, he will be reimbursed for necessary and reasonable cost of meals and lodging away from his headquarters point, not in excess of $21.00 per day. The Carrier may designate suitable lodging, including Carrier facilities. Where lodging is provided by the Carrier, the employee will be allowed $9.00 per day for meals.

13. It is understood this Agreement is made without precedent or prejudice to the position of either party and will not be referred to in any future negotiations.

14. This Agreement may be canceled by either party with thirty (30) days written notice one party to the other. At the expiration of such notice to cancel, this Agreement will stand automatically canceled without any further action on the part of anyone.

FOR THE EMPLOYEES:

R.L. McAtee, General Chairman
United Transportation Union
Yardmaster Department

FOR CSX TRANSPORTATION:

H.S. Emerick
Senior Director
Employee Relations
LOCAL AGREEMENT

APPLICABLE AT TOLEDO, OHIO, TERMINAL

EFFECTIVE JUNE 1, 1969

In order to meet conditions special or peculiar to Toledo, Ohio, Terminal, the following is agreed to:

To keep Yardmaster positions at Toledo, Ohio, Terminal employed on a calendar-year basis, the Superintendent of the Railway Company and the Local Chairman of the Yardmasters' Organization will (taking seniority and other conditions into consideration) schedule enough vacations during the period when general lake navigation is closed to permit relieving other Yardmasters for vacations with Yardmasters assigned to positions which have in the past been abolished during the closed general navigation season, and Yardmasters will take their vacations at the time assigned in such manner.

For handling 1969 vacations, the Superintendent and the Local Chairman will meet and arrange for assigning enough vacations during December, 1969, to keep at work all of the Yardmaster positions which would, under the conditions of the past, be eliminated during the closed navigation season, to relieve for vacations during that month, so that no Yardmaster positions at Toledo Terminal will be abolished in December, 1969, as a result of the closing of the general lake navigation season.

For handling 1970 vacations, the Superintendent and the Local Chairman will meet well before the end of 1969 and work out a schedule whereby all Yardmasters in Toledo Terminal may be required to take one week of their annual vacation during the closed general navigation season commencing January 1, 1970, or during the period in December, 1970, when the general navigation season will be closed, and junior Yardmasters will be required to take sufficient additional weeks of vacation to fill out the schedules for the time the closed general navigation seasons exists; provided, however, that nothing herein is intended or will be construed to preclude any Yardmasters who may desire to request their vacations on a seniority basis during December, 1969, or the first months (the closed general navigation season) of 1970 - this meaning that if enough Yardmasters ask for their vacations in December, 1969, to afford full employment to the Yardmasters who would be affected by cutting off positions in Toledo Terminal due to closing of the general navigation season, it will not be necessary to force Yardmasters to take one or more weeks of vacation during December, 1969. The same principle is intended with respect to the early months (closed general navigation season) of 1970; it being intended that if enough Yardmasters wish to take their vacations in January, February, and March, 1970, that other Yardmasters will not be required or forced to take vacations during those months - the full purpose and intent being to require only so many vacations during the closed general navigation season as will enable the Carrier to continue in service the Yardmasters occupying positions which would otherwise be cut off during the closed general navigation season.
In relieving for vacations in accordance with the foregoing, Yardmasters occupying positions which have in the past been abolished during the closed general navigation season will retain their assigned rates of pay and will retain as far as practicable their assigned tricks. Illustrations to show intent in this respect are: (1) Yardmaster A is assigned as Assistant General Yardmaster on first trick at Presque Isle. When the general navigation season closes, he may be assigned (to illustrate) to relieve the first trick Yardmaster at one of the locations at Walbridge for his vacation, during which period he will not have his Assistant General Yardmaster rate reduced or otherwise disturbed. His next assignment during this period may be to relieve (as an illustration) an Assistant Yardmaster at Walbridge for his vacation. Yardmaster A will similarly not have his rate reduced during such period. (2) While it is intended that the men occupying positions which have formerly been abolished during the closed navigation season will relieve other Yardmasters for vacations on their own tricks only, it is recognized that there will have to be some moving from assigned trick, and such Yardmasters will temporarily move to the other trick to keep their positions fully employed during the closed navigation season, but will be returned to their own trick as soon as practicable in keeping with the conditions. (3) While vacation relief work is referred to throughout this agreement, nothing will be understood to preclude use of such Yardmasters occupying positions which would normally be abolished during the closed navigation season to work in the place of Yardmasters off account sickness, absent with permission, attention to Organization business, etc., and Extra Yardmasters will have no proper claim because of using regularly assigned Yardmasters occupying positions which would otherwise be abolished to fill such work in accordance with this plan.

For the closed navigation seasons 1970-1971, and subsequent years, the same principles will be followed in assigning vacations during the period involved in this plan to keep Yardmasters employed the year around by giving vacations during the period in which Yardmaster positions have in the past been abolished.

Guiding principles to be followed in the working out and continuing of this plan are:

(1) The Superintendent and the Local Chairman shall have right to assign at least one week vacation to be taken by each Yardmaster during the season of closed general navigation.

(2) The second basic principle will be that when one week has been so assigned to all Yardmasters, the Superintendent and the Local Chairman may then assign enough additional weeks vacation (on a seniority basis) to force junior Yardmasters to take vacations (all, if necessary) during this period of closed navigation.

(3) The third principle to be observed in carrying out this plan is that if Yardmasters voluntarily request vacations during the so-called closed navigation season, such requested vacations will be used by the Superintendent and the Local Chairman in arranging for others to take vacations to make employment for the Yardmasters retained to afford vacations during the closed navigation season.

(4) When vacations have been scheduled to take up the period of closed navigation season, the Superintendent and the Local Chairman will then schedule such other vacations as there may be in the particular
calendar year in accordance with reasonable conditions as to extra men available, etc., scheduling a reasonable number of employees to take vacations at the same time, giving preference as between employees on a seniority basis.

In scheduling vacations hereunder so as to use Yardmasters who would otherwise be furloughed during the closed general lake navigation season, if days have to be lost by Yardmasters whose positions would otherwise have been abolished to fit the scheduled vacations of other Yardmasters, such relief or vacation Yardmasters may be used on what would be lost days to perform extra work in lieu of calling Extra Yardmasters, on their own trick; or such regularly assigned Yardmasters may be used to do such special work on such days as the Superintendent may assign to fill in, with the understanding that if such fill-in work is to assist other Yardmasters on duty paying a higher rate of pay, the Yardmaster assigned to assist will continue to receive his own rate of pay and will not be entitled to the higher rate during such period of fill-in.

As a second measure to stabilize employment of Yardmasters at Toledo Terminal, the following plan will be inaugurated, effective June 1, 1969, covering use of Extra Yardmasters:

1. Extra Yardmasters will be considered and used as Yardmasters on their assigned tricks and assigned work days in their regularly assigned craft or class.

2. Extra Yardmasters will be paid at time and one-half if used as Extra Yardmasters on the rest days of their regular assignment in other than the Yardmaster class to perform Yardmaster work.

3. Extra Yardmasters will be paid time and one-half if worked as Yardmaster on tricks other than that to which regularly assigned in the craft or class in which they hold regular assignment.

4. Should an Extra Yardmaster have no regular assignment in any other craft or class, his work week as Extra Yardmaster will, in that event, be considered to commence with Monday, and payments will be made accordingly.

5. Understanding under the general agreement rules applicable to allocation of work at overtime rate between regular and Extra Yardmasters will not be applicable at Toledo Terminal, and the following will be substituted therefor: Extra Yardmasters will have preference to extra work at time and one-half rate behind regularly assigned Yardmasters when such Extra Yardmaster work is off their regularly assigned trick or on rest days of their regular assignment in the other craft or class. Illustrations to show intent of this provision are:

A - An Extra Yardmaster is regularly assigned as first trick Clerk Monday to Friday, inclusive. On Saturday, someone to work as Yardmaster on first trick at time and one-half rate is needed. All regularly assigned Yardmasters will have preference to working such overtime on such Saturday, but if no regularly assigned Yardmaster desires such Saturday work or is available for it, then an Extra Yardmaster will have right thereto on a trick and seniority basis as Extra Yardmaster, provided such Extra Yardmaster is available and can perform such Saturday work without conflict with the Hours of Service Act, etc.
8. An Extra Yardmaster is regularly assigned as first trick Clerk Monday to Friday, inclusive. On Wednesday an Extra Yardmaster to work at overtime rate is needed off the trick of the Extra Yardmaster being illustrated with here; i.e., Extra Yardmaster being illustrated with is a first trick man, and the Extra Yardmaster at time and one-half rate is needed on second trick. In such a case, all regularly assigned Yardmasters who can properly double or work two tricks on that date without conflict or are off on rest days on that date, will have preference over the Extra Yardmaster; but if a regularly assigned Yardmaster is not available for such overtime work under such conditions, an Extra Yardmaster may then be used, in seniority order, to fill such work at overtime rate, subject to Hours of Service provisions, etc.

6. In applying the so-called "trick" principle to Extra Yardmasters, an employee will be considered as a first trick employee if the starting time of the man's regular assignment in his basic or regular class of employment is within two hours of the starting time of the Extra Yardmaster work, with similar principle applying in connection with other tricks. For employees who desire work as Extra Yardmaster who do not meet the trick limits of the foregoing, an understanding will be had between the Superintendent and the Local Chairman in the particular case as to the trick for which the particular Extra Yardmaster will be designated.

7. None of the foregoing shall apply to regularly assigned Swing or Relief Yardmasters.

It is understood that the provisions of this local or special agreement take precedence at Toledo Terminal over rules of the general agreement which would otherwise be applicable.

This local or special agreement may be revised or cancelled upon the giving of sixty days written notice by the two sets of parties hereto one to the other.

Made at Toledo, Ohio, May 19, 1969.

FOR THE YARDMasters AT TOLEDO TERMINAL:

/s/ O. D. Pierce  
Local Chairman, Railroad Yardmasters of North America, Inc.

APPROVED:

/s/ James E. Waskey  
General Chairman, Railroad Yardmasters of North America, Inc.

FOR THE RAILWAY COMPANY:

/s/ R. M. Wiley  
Superintendent, The Chesapeake and Ohio Railway Company, Toledo Terminal

APPROVED:

/s/ M. E. Criddle  
Asst. to Vice-President-Labor Relations, The Chesapeake and Ohio Railway Company.
L. W. Burks
Director of Labor Relations

CHESSIE SYSTEM
Baltimore, Maryland 212
July 13, 1977
Files: YM-23

Mr. B. J. Edwards, General Chairman
Railroad Yardmasters of America
Box 13, True, West Virginia 25988

Dear Sirs:

Former General Chairman Waskey submitted to me the following proposal for filling Yardmaster vacancies at Walbridge, Ohio when all other means have been exhausted:

"The crew dispatcher will go to the regularly assigned Yardmasters on the trick involved, in seniority order, to rearrange to fill the vacancy at punitive rate. If all the regularly assigned Yardmasters refuse the rearrangement, the youngest Yardmaster will be forced to fill this vacancy, again at the punitive rate."

We have no objection to filling yardmaster positions rearranging in seniority order as outlined in the above quotation, with the understanding that such does not restrict the Carrier's present right to appoint Assistant General Yardmasters.

If you desire that the above be placed into effect, please so indicate in the space provided below, and return two copies of this letter after which we will arrange to place the understanding into effect.

Yours very truly,

/s/ L. W. Burks

B. J. Edwards
General Chairman

7-20-77
Date
Section 7. Yardmaster employees whose names are removed from the yardmaster seniority roster of a Carrier involved in a coordination, and whose names are placed on a yardmasters' seniority roster of another Carrier in the coordination, will be subject to the Yardmasters' Collective Bargaining Agreement applicable to the seniority roster on which placed.
March 29, 1988

File: 11-(GENL)

Mr. R. L. McAtee, General Chairman
United Transportation Union (RYA)
434 Temple Road
Route #1
Curtice, Ohio 43412-9764

Dear Mr. McAtee:

Refer our recent conference concerning Yardmasters at Walbridge and Presque Isle, Ohio. Due to the nature of business in and around this area it has become necessary for the Carrier to alter some of its operations. In order to do this the following was agreed to:

1. At times when business is off at their location or an emergency arises on the coal pier the Yardmaster positions Eastbound Eastend and PI Yardmaster Outside (to be established) may be used in the Toledo-Walbridge Terminal to fill vacancies or at Rossford Yard, Boulevard Yard or Lake Front Dock to Supervise the Operations there.

2. Any change in Yardmaster assignments as outlined in #1 will require 3 hours verbal notification prior to the Yardmasters regular starting time. (EBEE will pick up company vehicle at Terminal Building and PIYM will pick up company vehicle at his location.

3. The aforementioned positions will not be used to fill any subsequent abolished positions.

4. This agreement can be cancelled with thirty days notice by either party.

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines are business units of the CSX Transportation Group.
5. The following claims will be held in abeyance until March 25, 1989 and will die on time limits at that time providing this agreement is still in effect:

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If this agreement is cancelled before March 25, 1989 the liability on the claims will end on March 25, 1988.

If the foregoing meets with your understanding and agreement, please so indicate by your signature below:

Very truly yours,

R. P. Byers  
Director of Labor Relations

AGREED:

[Signature]

General Chairman

3/088.1/LRNODKC
October 27, 2000

Mr. Doyle K. Turner  
General Chairman  
UTU - YM  
3025 Sherwood Court  
Flatwoods, KY 41139

Dear Sir:

This refers to an on-going dispute concerning the performance of some level of Yardmaster’s work at Fostoria, OH by employees from outside the YM craft. As a result of our discussions concerning this matter, a joint study was conducted by our respective organizations to determine the nature and extent of any such scope rule violations at Fostoria. It appeared from the results of the joint study that some level of Yardmaster work is being performed at Fostoria. In order to determine in a more reliable fashion how to protect such work and exactly how much YM work is occurring at Fostoria, we have agreed to an interim approach to the situation.

Based on our discussion, the following will occur concurrent with your execution of this letter of understanding:

1) A new UTU-YM position will be established at Toledo, OH for a roving Yardmaster who will headquartered at Toledo. The position will be titled “Wallbridge/Fostoria Special Duty Chief Yardmaster.” Applicants will be limited to prior-right C&O Yardmasters from Region 11. The incumbent of this position will be paid 10 hours per tour of duty at the Chief Yardmaster rate.

2) The incumbent of this position will be selected in a manner agreed to by the parties on a non-precedential basis. It is understood that the rules governing Chief Yardmasters apply to this position.

3) The incumbent will govern UTU-YM work at Fostoria remotely as well as perform other duties as assigned at Toledo in compliance with the terms of the CSXT System Yardmasters’ Agreement. It is understood that this employee may be used to fill standard Yardmaster vacancies at Toledo only when the order of call has been exhausted.

4) Vacancies of this position will be filled in accordance with current Agreement rules.
5) The incumbent of this position is required to supply his own transportation for travel to Fostoria or other job-related travel. When such travel is required, the Chief Yardmaster must be reimbursed for auto miles and tolls in the standard fashion currently in use.

6) It is agreed by the parties that this position is "experimental" for a period of six months. During that time period neither party may refer to this position to establish any claim, grievance or dispute concerning the propriety or lack of propriety for Yardmaster coverage at Fostoria. At the end of the six month period the parties will meet to either renew this understanding, terminate same due to insufficient work or agree that the position will become permanent, in which case it may only be abolished through the standard provision of Article 12.

Should the aforementioned terms accurately reflect our understanding, please sign in the space provided below.

Very truly yours,

Steven R. Friedman
Senior Director-Labor Relations

I concur: D. K. Turner, UTU-YM General Chairman

D. Carver
Asst. to President -UTU
14600 Detroit Ave
Cleveland, OH 44107
November 5, 1998

Mr. Doyle K. Turner, General Chairman
United Transportation Union - Yardmaster Department
3025 Sherwood Court
Flatwoods, KY. 41139

Dear Mr. Turner:

This refers to our negotiations concerning the "Single System Agreement."

During these negotiations, it was agreed that yardmasters on the former C&O property would continue to be covered by the medical provisions of the C&O Hospital Association.

If the above is an accurate statement as to what we agreed to, please indicate your concurrence by signing in the space provided below.

Yours truly,

Dannie E. Strickland
Director Employee Relations

[Signature]

I AGREE:

[Signature]

Doyle K. Turner, General Chairman
MEMORANDUM AGREEMENT  
BETWEEN  
CSX TRANSPORTATION  
UNITEO TRANSPORTATION UNION – YARDMASTER DEPARTMENT  

1. The Carrier will establish a 4th Guaranteed Extra Board position at Birmingham, Alabama to protect extra work at Gadsden, Alabama.  
2. The Yardmaster Guaranteed Extra Board must protect all extra work at Birmingham and Gadsden.  
3. If the Guaranteed Extra Board at Birmingham becomes exhausted, Unassigned (Extra), Substitution Yardmasters at Prior right location will be called.  
4. Employees applying for a position on the Guaranteed Extra Board at Birmingham, or attempting to displace onto a GEB position must be qualified on the two (2) Yardmaster locations, which are protected by the GEB.  
5. Yardmaster on the Guaranteed Extra Board at Birmingham, Alabama called to protect vacancy at Gadsden must have eight (8) hours rest including travel time between shifts.  
6. If the 4th position on the Guaranteed Extra Board at Birmingham, Alabama is abolished, this agreement will stand automatically cancelled.  
7. Yardmaster assigned to the Guaranteed Extra Board at Birmingham will be considered as regularly assigned for the purposes of applying all the rules of the Yardmaster Agreement.  
8. When a Birmingham Guaranteed Extra Board Yardmaster is required to perform service at Gadsden, Alabama, they will be entitled to the following:  
   a. When using personal automobile to travel to protect Yardmaster vacancy at Gadsden, Alabama be allowed actual mileage from the employee’s home to Gadsden, Alabama (not to exceed 100 miles) at the established rate.  
      Example:  
      Not to exceed 100 miles from Birmingham to Gadsden.  
      Not to exceed 100 miles from Gadsden back to Birmingham.
b. When using their personal automobile to travel to protect Yardmaster work at Gadsden, such Yardmaster will be allowed travel time of two (2) hours at straight time rate of the job to which traveling.

Example:
Two (2) hours Birmingham to Gadsden at straight time.
Two (2) hours back to Birmingham at straight time.

9. This Agreement may be cancelled by either party with thirty (30) days written notice once party to the other.

D. K. Turner  6-20-02
General Chairman
United Transportation Union -
Yardmaster Department

S. R. Friedman  6-20-02
Senior Director-Labor Relations
CSX Transportation, Inc.
February 17, 1999
File: 5035-11
5093-11

Mr. Doyle K. Turner, General Chairman
United Transportation Union - yardmaster Department
3025 Sherwood Court
Flatwoods, Kentucky 41139

Dear Mr. Turner:

This refers to our several discussion concerning the proper application of holiday pay for days not worked for Yardmasters assigned to a Guaranteed Extra Board.

We are in agreement that Yardmasters assigned to a Guaranteed Extra Board who are paid for not working on a recognized holiday (receive 8 hours holiday pay) are still available for 40 hours work or pay for not working for that week. Holiday pay does not reduce the 40 hour per week guarantee. Holidays worked will reduce the 40 hours by 8 hours for each holiday service as a Yardmaster is performed.

I trust this adequately explains our mutual agreement on the application of this rule.

Yours truly,

Dannie E. Strickland
Director Employee Relations

CC:
Jeff Brinkworth, J-684
Barbara Hilton, J-684

Please distribute to the appropriate persons in your department.
February 2, 2001

D. K. Turner, General Chairman
UTU - Yardmaster Dept
3025 Sherwood Ct.
Flatwood, KY 41139

Dear Mr. Turner:

This refers to our recent discussion concerning labor and management’s effort on CSX to find areas of mutual concern which will serve to align our interests. We agreed that each year some employees working in areas under the jurisdiction of your committee endure personal hardships, which have severe financial impact on their families. Automobile accidents, house fires and catastrophic illness are some of the most common examples of the problems generating such hardships. In addition to “passing the hat”, we agreed that some members of your committee would consider donating a personal day to a needy co-worker.

Therefore, arrangements will be made to permit such donations in appropriate circumstances when the appropriate UTU Yardmaster General Chairman and appropriate highest appeals officer of CSX agree.

Please indicate your concurrence in the space provided below and I will make the necessary arrangements with the Payroll Department to accommodate this program.

Very truly yours,

[Signature]
Steven R. Friedman

I CONCUR:

[Signature]
D. K. Turner
UTU-YM General Chairman
July 1, 2002
No. 1

D. K. Turner, General Chairman
United Transportation Union
3025 Sherwood Court
Flatwood, KY 41139

Dear Mr. Turner:

This refers to our discussion concerning Side Letter No. 8 to this CSXT System Yardmaster Agreement and C&O Attachment 13 to the January 1, 1999, CSXT System Yardmaster Agreement. It is agreed that the two (2) additional personal leave days for the Yardmaster vested in Attachment 13 will be prorated in accordance with Side Letter No. 8 of this Agreement for the year of 2002. The Personal Leave Days provisions in Article 25, Section 1, will govern subsequent years. And, on the effective date of this Agreement, Attachment 13 to the 1999 Agreement will be extinguished.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

Concur: D. K. Turner
UPU-YM General Chairman
D. J. Burke, General Chairman
Yardmaster Department
United Transportation Union
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
Yardmaster Department
United Transportation Union
8127 Cliffview Drive
Poland, OH 44614-2723

G. W. Hazelwood, General Chairman
Yardmaster Department
United Transportation Union
23 Old Geneva Road
Henderson, KY 42420

Dear Sirs:

CSX has recently undergone far-reaching changes in its management personnel. As a result, the following is an updated list of Officers of the Carrier who are authorized to receive all initial claims and grievances for the Transportation Department under the provisions of Article 20(d) CSXT System Yardmaster Agreement. The effective date of this list is July 1, 2004.

INITIAL CLAIMS

CHICAGO DIVISION

Pete Burris
Division Manager-Chicago Division
8735 Southpoint Drive, South
Building II, (J-646)
Jacksonville, FL 32216

BALTIMORE DIVISION

Cindy Sanborn
Division Manager-Baltimore Division
8735 Southpoint Drive, South
Building II, (J-646)
Jacksonville, FL 32216
LOUISVILLE DIVISION

Bob Babcock
Division Manager-Louisville Division
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

HUNTINGTON DIVISION

Gery Williams
Division Manager-Huntington Division
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

GREAT LAKES DIVISION

Gary Bethel
Division Manager-Great Lakes
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

NASHVILLE DIVISION

Jimmy Dyer
Division Manager-Nashville Division
6735 Southpoint Drive. South
Building II, (J-846)
Jacksonville, FL 32216

FLORENCE DIVISION

Mike Holsteen
Division Manager-Florence Division
6735 Southpoint Drive. South
Building II (J-846)
Jacksonville, FL 32216

ATLANTA DIVISION

Gil Kovar
Division Manager-Atlanta Division
6735 Southpoint Drive. South
Building II (J-846)
Jacksonville, FL 32216
JACKSONVILLE DIVISION

Bob Downing
Division Manager-Jacksonville Division
6735 Southpoint Drive, South
Building II (J-848)
Jacksonville, FL 32216

The HDO level of appeal remains as follows:

Patricia A. Madden
Director Labor Relations
500 Water Street (J-456)
Jacksonville, FL 32202

Yours truly,

[Signature]

Patricia A. Madden
March 31, 2004

File: 7008

Mr. R. C. Kratz, General Chairman
Yardmaster Department
United Transportation Union
6394 Buena Vista Drive
Margate, FL 33063-8363

Mr. G. W. Hazelwood, General Chairman
Yardmaster Department
United Transportation Union
2423 Old Geneva Road
Henderson, KY 42420

Dear Sirs:

Effective immediately, pursuant to the provisions of Title 45 USC, Subsection Third of §153, the Railway Labor Act, as amended, Patricia A. Madden, Director - Labor Relations, is designated and authorized to represent the following companies and/or former properties within those companies in all conferences and negotiations between them and their employees represented by your Organization with respect to making and maintaining Agreements concerning rates of pay, rules and working conditions, interpretation of said Agreements and settlement of disputes, whether arising out of application of such agreements or otherwise:

CSX Transportation, Inc.

Ms. Madden should be addressed as follows:

Ms. Patricia A. Madden
Director – Labor Relations
500 Water Street – J455
Jacksonville, FL 32202
(904) 359-3946

Sincerely,

[Signature]

G. M. Pendergrass
AVP – Labor Relations
May 23, 2001

Mr. Doyle K. Turner, General Chairman  
UTU-Yardmaster Department  
3025 Sherwood Court  
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman  
UTU-Yardmaster Department  
6394 Buena Vista Drive  
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman  
UTU-Yardmaster Department  
8127 Cliffview Drive  
Poland, Ohio 44514

Mr. James R. Cumby, General Chairman  
UTU-Yardmaster Department  
28626 Squire Drive  
Chesterfield, Michigan 48047

Gentlemen:

This refers to our discussions and confirms the understanding reached on the filling of a Yardmaster vacancy that exists after the calling procedures have been exhausted.

It is agreed that a Carrier Officer under the following conditions may fill existing Yardmaster vacancy:

1. There is no contract Yardmaster available to work the vacancy.

2. The Carrier will establish a fund. Into the fund will be placed an amount equal to time and one-half the rate of the position filled each time a Carrier Officer fills a Yardmaster vacancy. At a time designated by the General Chairman, the money contained in this fund will be divided between the Yardmasters assigned in the terminal based on instructions from the General Chairman.
This understanding is intended to provide coverage of Yardmaster vacancies during times of critical shortages.

Please review the above understanding and if agreeable, sign and return one copy to the undersigned

Very yours truly,

S. R. Friedman  
Senior Director  
Employee Relations

I agree:

D. K. Turner, General Chairman  
D. J. Burke, General Chairman  
R. P. DeGenova, General Chairman  
J. R. Cumby, General Chairman

CC:  
Donald R. Carver  
Assistant to the President  
Yardmaster Department
May 23, 2001

Mr. Doyle K. Turner, General Chairman
UTU-Yardmaster Department
3025 Sherwood Court
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman
UTU-Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman
UTU-Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514

Gentlemen:

This refers to our discussions concerning notification to your Organization when UTU-YM employees are removed from service, pursuant to Article 21(a), for disciplinary offenses by CSXT management. Based on your request, I am instructing field operations management to notify the General Chairman of jurisdiction and Labor Relations about such action as soon as practicable. Similarly, this office in support of our mutual interest to maintain cordial relations will supply such information when it becomes known.

Very yours truly,

S. R. Friedman
Senior Director
Employee Relations
March 9, 2004

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Gentlemen:

This refers to our series of meetings concerning the application of Article 11 in the July 1, 2002 CSXT Single System Yardmaster’s Agreement. The General Committees were concerned that account of corporate efficiencies, yardmasters are absorbing more work from various sources. The Collective Bargaining Agreement mandates that incumbents of positions will be afforded a displacement opportunity if the employee’s pay rate is changed, if the position’s classification is changed or if the General Chairman proves that a substantial change is made to the territory of the employee’s assignment. All of the committees have expressed concern that some additional work is being added to yardmasters at many locations across the system.

Therefore, effective April 1, 2004, I am advising local management to supply written notification of a substantial change in a yardmaster’s duties to the employee, the General Chairman and the assignment clerk. In cases where the intent of Article 11 is clearly satisfied, displacements should be authorized by local management. Debatable cases or instances where the local management and the Organization are at odds can be referred to Labor Relations. Please note that not every change is substantial and minor adjustments should be handled in conjunction with past practice.

Very truly yours,

[Signature]

Steven R. Friedman

cc: J. R. Cumby
March 9, 2004

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Gentlemen:

This refers to our meeting of March 4, 2004 which concerned training issues for yardmasters. Power brake rules, effective and efficient safety job briefings and more uniform remote control training for yardmasters were the primary topics. Representatives from the Transportation Department were present to address these concerns. It was acknowledged that these items require local handling for most of this year. It was agreed by all the participants that inclusion of these items into the 2005 Yardmaster Skills Training exercise would be a sound approach.

Therefore, this letter will be copied to the Human Resources Department to plan for 2005 well ahead of time. Once I receive some feedback from Mr. Drake and Human Resources on this matter, you will be updated.

Very truly yours,

Steven R. Friedman

J. R. Cumby
March 9, 2004

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Gentlemen:

This refers to our meeting of March 4, 2004, which addressed several issues involving the FRA. Mr. Turner sought a response on how CSXT applies random drug testing to yardmasters subject to the Hours of Service Law. There is some question about the method being employed by the Medical Department.

Secondly, we had a discussion about the advisability of applying the Hours of Service Law to yardmasters. Mr. Cumby and Mr. Drake agreed to gain input from the FRA on reviewing this matter in general and at specific CSXT locations. Once Mr. Drake gets some feedback from FRA, we will arrange follow-up.

Very truly yours,

Steven R. Friedman

J.R. Cumby
J.A. Drake
March 24, 2004

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Dear Mr. Hazelwood:

This refers to the Carrier’s notice of March 22, 2004 to abolish the Hump Yardmaster, Yard K Yardmaster and two GEB Yardmasters at Stanley Yard, Toledo, Ohio effective April 1, 2004. Due to the abolishment of the former “CR” prior right location, those Yardmasters at Stanley Yard now become “06” prior right employees at Toledo, Ohio with straight seniority rights. At Walbridge Yard the current Assistant General Yardmasters and Eastbound Yardmasters are mostly unaffected, except they may be responsible for storage facility at the former Stanley Yard location. If the Carrier subsequently restores the Hump or Yard K Yardmaster positions at Stanley Yard, the employees would be allowed to return as set forth in the December 1, 1999 Implementing Agreement. A new yardmaster 24/7 positions will be established at Walbridge, Automotive to preponderantly handle auto traffic, and the guaranteed extra board will be increased one yardmaster assignment. In order for the positions at Walbridge Yard to be filled with minimal disruption, we have mutually agreed to forego the normal bulletin and award process or the normal displacement process and instead, the parties will undertake an assignment rundown.

The “Rundown” assignment process for the yardmaster positions shall take place at the trainmaster’s office at Walbridge Yard on Tuesday, March 30, 2004 beginning at 8:00 a.m. On rundown day, current employees holding bid and bump positions will, in seniority order, select a position as outlined in the attachment. The General Chairman or his designated representative will observe and assist with the rundown process. Employees who choose a position during the rundown will cover that position effective their first scheduled tour beginning 6:30 a.m., April 1, 2004 unless unavailable due to vacation, bona fide illness, or is able to give other satisfactory reason. A current yardmaster that has sufficient seniority to obtain a position in the rundown but fails to make themselves available for, or elects not to participate in, the rundown shall be considered an unassigned extra yardmaster.
In addition to the above it was agreed that the rate of pay for the yardmaster assignments at Walbridge, Eastbound, Industrial and Automotive Yardmasters would be increased to the Group 2 rate of $195.52 subject to future wage increases due to increased responsibilities and no disputes involving territory being handled. Yardmaster rates for positions headquartered at the Dock will remain at the Group 5 rate.

Very truly yours,

Steven R. Friedman

I Concur:

G. W. Hazelwood
General Chairman UTU-YM
March 8, 2004

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Cumby:

This refers to our annual meeting in Miami which addressed issues of common concern. It was agreed that management had the right to counsel yardmasters about their attendance at any time. The employee and local chairman will be notified to arrange the date and time. However, attendance counseling will be paid at time and one-half unless conducted during the yardmaster’s regularly assigned working hours. Yardmasters required to participate in attendance counseling on their rest day or prior to their assigned hours will be paid eight (8) hours at time and one-half. Yardmasters may be held on a continuous time basis at the punitive rate for up to sixty (60) minutes coincidental with end of their tour of duty. Once the sixty (60) minute period has elapsed, the yardmaster will be released or paid eight (8) hours at time and one-half for such counseling.

Very truly yours,

[Signature]

Steven R. Friedman

CYS: D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064
March 24, 2004

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Cumby:

Please be advised that I have been reassigned to other duties as part of the recent restructuring at CSXT, effective April 1, 2004. The new Director for Yardmasters is Patricia A. Madden. She can be reached at (904) 359-3946. I have enjoyed our years working together for the betterment of the Brotherhood and the Railroad. Good luck to you in your future endeavors.

Very truly yours,

Steven R. Friedman

ccs: D. K. Turner, Assistant Vice President
United Transportation Union
Yardmaster Department
3025 Sherwood Court
Flatwoods, KY 41129

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763
### YARDMASTER DAILY RATE TABLES

**Effective July 1, 2002**

**Former SCL Territory**

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<thead>
<tr>
<th>Location</th>
<th>Facility</th>
<th>Rate</th>
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<td></td>
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<tr>
<td>Atlanta, GA</td>
<td>Bowl</td>
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<td>Atlanta, GA</td>
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<td>B Yard</td>
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<tr>
<td></td>
<td>Duval Ramp</td>
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<td>Winston, FL</td>
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</tbody>
</table>

**Daily Rate - $187.31**

**Guaranteed Extra Board (GEB) - Guarantee Rate**
ASSISTANT YARDMASTER AGREEMENT

EFFECTIVE: MAY 23, 1991

In connection with the establishment of two (2) Assistant Yardmaster positions at Savannah, Georgia it is agreed:

1. Assistant Yardmaster positions at Savannah, Georgia will be paid $2880.50 per month, such compensation shall be adjusted to include subsequent wage increases and cost-of-living adjustments.

2. The incumbents of these positions will be used to assist regular Yardmasters when it is operationally necessary. The workweek for the positions will be Monday through Sunday, but the rest days need not be consecutive. However, if consistent with the requirements of service, Carrier will attempt to relieve the incumbents for two (2) consecutive rest days and, if possible, will advise them in advance of their work schedule for the upcoming week.

3. The incumbents of these positions may additionally be used in seniority order to fill vacancies on regular Yardmaster assignments. When so used they will be paid at the rate of the position worked. It is understood, however, that the utilization of an Assistant Yardmaster to fill a vacancy on a regular Yardmaster assignment will not constitute a vacancy on the Assistant Yardmaster position regardless of duration.

4. Work in excess of five (5) straight time days in the workweek shall be paid for at time and one-half except where such work is performed by an employee due to moving from one assignment to another. However, it is understood that an Assistant Yardmaster may work sixteen (16) consecutive hours or two (2) shifts, either as an Assistant Yardmaster or in combined service, without penalty if such employee has not performed 40 hours service in the workweek (Monday through Sunday).

5. All rules of the Yardmaster Agreement will apply to these positions except those that are in conflict with the understandings reflected herein.

6. This Agreement will not be cited as a precedent in any other matter.
7. It is further agreed and understood that this Agreement is applicable at Savannah, Georgia and has no effect on any other negotiations unless otherwise agreed to by the parties. This Agreement may be canceled by either party upon ten (10) days written notice.

FOR THE UTU-YM DEPT. BY: 

E. C. Howell 
E. C. Howell, General Chairman 
UTU - Yardmaster Depart

FOR THE CARRIER:

R. P. Byers 
R. P. Byers, Senior Dir.
May 3, 1999
File: 5032-11

Mr. Dennis J. Burke, General Chairman
United Transportation Union - Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063-8363

Dear Dennis:

Attached is your original of CSXT Labor Agreement 11-029-99 concerning the unique situation at Charleston, SC whereby the Yardmaster at Bennett Yard is required to travel to Cosgrove Yard to perform his duties.

Your appreciation in obtaining this Agreement is appreciated. You local chairman will be furnished a copy of the Agreement, also.

Yours truly,

Dannie E. Strickland
Director Employee Relations

CC:
Mr. J. H. Demambreum, District Superintendent
CSX Transportation, INC.
2700 Bennett Yard Road
Charleston, SC 29405

Jim, your original is attached, please furnish Local Chairman Baxley his original.
July 1, 2002

D. J. Burke, General Chairman  
United Transportation Union  
Yardmaster Department  
6394 Buena Vista Drive  
Margate, FL  33063-8363

Dear Mr. Burke:

This refers to our discussion concerning the application of the May 23, 1991 agreement governing working arrangements for assistant yardmasters at Savannah, Georgia. It was agreed that said understanding would be modified effective with today’s date as follows:

1. The monthly rate will be eliminated and replaced by a daily rate of $181.87, subject to include subsequent wage increases and cost-of-living adjustments.

2. The second sentence in Paragraph 4 of said agreement will be deleted.

Very truly yours,

Steven R. Friedman

I Concur:  
D. J. Burke  
UTU-YM General Chairman
MEMORANDUM AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND
ITS EMPLOYEES
REPRESENTED BY
UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

It is agreed:

Effective April 15, 1999, a travel allowance of one (1) hour at pro rata rate pay will be applied for Yardmasters reporting for duty at Bennett Yard, SC and required to drive their personal automobile to a work location at Cosgrove Yard, SC.

It is understood that this Agreement shall remain in effect unless cancelled by twenty (20) days advance written notice from one party to the other.

Signed at Jacksonville, Florida this 6th day of April, 1999.

FOR THE EMPLOYEES:

Dennis W. Wade
General Chairman, UTU-Y

M. W. Bayley
Local Chairman, UTU-Y

For CSX Transportation

Dennis E. Strockland
Director Employee Relations

Sam Dumenoswian
District Superintendent
June 20, 2002
Attachment 4

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to our discussions concerning the handling of Guaranteed Assigned Extra Board Yardmasters at Atlanta, Georgia. The Organization and the management at this location have agreed to provide two (2) assigned rest days for such “GEB” Yardmasters for a number of years. The parties have agreed to maintain this practice. It is understood that except for the assigned rest days, all other provisions of Addendum G of the CSXT System yardmaster Agreement apply to the administration of this GEB. It is understood that this Agreement may be terminated by twenty (20) days written notice from one party to the other.

Very truly yours,

Steven R. Friedman

I Concur.

D. J. Burke
November 3, 1998

Mr. D. J. Burke, General Chairman
United Transportation Union - Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063-8363

Dear Mr. Burke

This refers to our recently concluded negotiations concerning a "Single System Agreement" to be applicable to all Yardmaster employees on CSXT.

It was agreed that the provisions of the Orange Book Agreement and Orange Book Insurance that is applicable to employees covered by that arrangement as a result of the merger of the former ACL and SAL Railroads will continue in effect for those covered employees.

If the above accurately reflects what we have agreed to, please indicate your concurrence by signing in the space provided below.

Yours truly,

Dannie E. Strickland
Director Employee Relations

I AGREE:

D. J. Burke, General Chairman
November 3, 1998

Mr. D. J. Burke, General Chairman
United Transportation Union - Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063-8363

Dear Mr. Burke:

This refers to our recently concluded negotiations concerning a "Single System Agreement" to be applicable to all Yardmaster employees on CSXT.

During our negotiations, the Augusta Coordination Agreement between the SCL and Georgia Railroads, effective September 5, 1984 was discussed. It was agreed during these negotiations that this Agreement would continue in effect until the Georgia Railroad employees specified in the Agreement as having rights to Yardmaster positions have left the service of the company through attrition.

If the above accurately represents what we agreed to, please indicate your concurrence by signing in the space provided below.

Yours truly,

[Signature]

Dannie E. Strickland
Director Employee Relations

I AGREE:

[Signature]

D. J. Burke, General Chairman
February 2, 2001

D. J. Burke, General Chairman
UTU – Yardmaster Dept.
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to our recent discussion concerning labor and management’s effort on CSX to find areas of mutual concern which will serve to align our interests. We agreed that each year some employees working in areas under the jurisdiction of your committee endure personal hardships, which have severe financial impact on their families. Automobile accidents, house fires and catastrophic illness are some of the most common examples of the problems generating such hardships. In addition to “passing the hat”, we agreed that some members of your committee would consider donating a personal day to a needy co-worker.

Therefore, arrangements will be made to permit such donations in appropriate circumstances when the appropriate UTU Yardmaster General Chairman and appropriate highest appeals officer of CSX agree.

Please indicate your concurrence in the space provided below and I will make the necessary arrangements with the Payroll Department to accommodate this program.

Very truly yours,

Steven R. Friedman

I CONCUR:

D. J. Burke
UTU-YM General Chairman
May 23, 2001

Mr. Doyle K. Turner, General Chairman
UTU-Yardmaster Department
3025 Sherwood Court
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman
UTU-Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman
UTU-Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514

Gentlemen:

This refers to our discussions concerning notification to your Organization when UTU-YM employees are removed from service, pursuant to Article 21(a), for disciplinary offenses by CSX management. Based on your request, I am instructing field operations management to notify the General Chairman of jurisdiction and Labor Relations about such action as soon as practicable. Similarly, this office in support of our mutual interest to maintain cordial relations will supply such information when it becomes known.

Very yours truly,

S. R. Friedman
Senior Director
Employee Relations
May 23, 2001

Mr. Doyle K. Turner, General Chairman
UTU-Yardmaster Department
3025 Sherwood Court
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman
UTU-Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman
UTU-Yardmaster Department
8127 Cliffview Drive
Poland, Ohio 44514

Mr. James R. Cumby, General Chairman
UTU-Yardmaster Department
28626 Squire Drive
Chesterfield, Michigan 48047

Gentlemen:

This refers to our discussions and confirms the understanding reached on the filling a Yardmaster vacancy that exists after the calling procedures have been exhausted.

It is agreed that a Carrier Officer under the following conditions may fill existing Yardmaster vacancy:

1. There is no contract Yardmaster available to work the vacancy.

2. The Carrier will establish a fund. Into the fund will be placed an amount equal to time and one-half the rate of the position filled each time a Carrier Officer fills a Yardmaster vacancy. At a time designated by the General Chairman, the money contained in this fund will be divided between the Yardmasters assigned in the terminal based on instructions from the General Chairman.
This understanding is intended to provide coverage of Yardmaster vacancies during times of critical shortages.

Please review the above understanding and if agreeable, sign and return one copy to the undersigned

Very yours truly,

S. R. Friedman
Senior Director
Employee Relations

I agree:

D. K. Turner, General Chairman

D. J. Burke, General Chairman

R. P. DeGenova, General Chairman

J. R. Cumby, General Chairman

CC: Donald R. Carver
Assistant to the President
Yardmaster Department
Mr. Dennis J. Burke, General Chairman
United Transportation Union - Yardmaster Department
6394 Buena Vista Drive
Margate, Florida 33063-8363

Dear Mr. Burke:

As you are aware, Augusta, GA. is one of the terminals where the Yardmasters are covered by the Hours of Service Law because they maintain records of authority to occupy non-signaled main track within yard limits. Your terminal at Hialeah is another such location.

Operations Manager Woodcock, at Augusta, contacted me yesterday to discuss a situation involving an extra Yardmaster (a yardmaster who normally works as a Yard Foreman or Switchman and protects Yardmaster service when the Guaranteed Extra Board is exhausted) who was used to protect a vacancy and, as a result of the rest requirements, ended up losing a day off of his regular assignment. We have an "Understanding" on the former L&N property to cover these situations, and I am suggesting that we enter into this understanding on the former SCL property. The situation was one that the extra Yardmaster was held off of his regular Yard assignment to have rest to work the Yardmaster position. After working the Yardmaster position, the employee was not rested to work his regular assignment, and actually lost two Yard tours of duty to work one Yardmaster tour of duty. In order to handle this kind of situation, I propose the following understanding:

"The senior extra Yardmaster may decline a vacancy if it will cause him to lose time off his regular job because of the Hours of Service Law. Nonetheless, if the employee is required to fill a vacancy causing him to lose time because of the Hours of Service Law, the employee should be made whole. However, an extra yardmaster should not be made whole if he does not decline the vacancy under the rule and loses time under the Hours of Service Law."
If you are agreeable to applying this understanding to the former SCL property at those locations where the Hours of Service Law applies to the yardmaster position(s), please indicate your concurrence by signing in the space provided below and returning one original of this letter.

Yours truly,

Dannie E. Strickland
Director Employee Relations

I AGREE:

Dennis J. Burke, General Chairman
March 4, 2003

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to a series of grievances submitted by your committee concerning turnover time and the current pay rate at Waycross, Georgia. We have agreed that all of so-called turnover claims will be settled without precedent for payment of a total of 17.5 days pay to the grievants at Waycross. The Organization has arranged for assignment of amounts to each grievant. Your letter detailing the particular amounts will be forwarded to the Payroll Department as the basis of payment. These claims will be withdrawn from the current docket and no such future claims at Waycross will be submitted unless management at this location specifically instructs their yardmasters to handle “turnover” information on an overtime basis.

The current rate of pay at Waycross will be increased to Group 3 effective the date this agreement is implemented.

Very truly yours,

[Signature]

Steven R. Friedman

Attachment

I Concur: [Signature]

D. J. Burke
UTU-YM General Chairman
Memorandum of Agreement
between
CSX Transportation, Inc.
and its employees represented
by the
United Transportation Union-Yardmaster Department

It is agreed to continue the long standing practice at Rice Yard, Waycross, Georgia of paying the Waycross Yardmasters an additional twenty (20) minutes at the pro rata rate in lieu of a meal period during their tour of duty. This is done in order to keep the humping operations in an efficient and fluid mode.

It is further agreed that this Agreement shall remain in effect unless cancelled by a twenty (20) days written notice by one party to the other.

This Agreement is effective October 1, 2002.

S. R. Friedman
Senior Director Employee Relations

D. J. Burke
General Chairman

Approved:

D. R. Carver
Assistant to President
Yardmaster Department
October 10, 2003

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This will serve to confirm that CSXT has acknowledged that an administrative error occurred in the handling of premium payment for the so-called “Orange Book” insurance policy. The policy lapsed inadvertently and steps are being taken by our Benefits Department to acquire a replacement policy. Once the details have been completed in this regard, Mr. Burke will be contacted in order to assist any eligible beneficiaries with obtaining benefits.

Very truly yours,

S.R. Friedman

Steven R. Friedman

cys: Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363
Agreed Questions and Answers
Interpreting and Applying
Article 9 – Programming

Q1. In the context of Article 9, what is the proper definition of location that is 24/7?
A1. A 24/7 location has a Yardmaster assigned and tag days filled twenty-one (21) shifts per week.

Q2. What is the proper meaning of “... location where there is less than 24/7 Yardmaster coverage...” as stated in Article 9(d)?
A2. Less than 24/7 location has a Yardmaster assigned twenty (20) or less shifts per week.

Q3. Does Article 9 apply to a location that becomes less than 24/7 due to the blanking of a Yardmaster position on a legal holiday as defined in Article 23 – Holidays?
A3. No. the programming article does not apply. Any Yardmaster work will be performed in accordance with existing schedule rules.

Q4. A train is programmed to set/off entire train in Track 1 and leave the engines in Track 1 cut away from the train. How many moves is this?
A4. One move.

Q5. A train is programmed to set/off in Track 1 and put engines in the Slip Track. How many moves if this?
A5. Two moves.

Q6. A train is programmed to fill up Track 1 with the set/off, double the over flow to Track 2 and put the engines on the Slip Track. How many moves is this?
A6. Two moves.

Q7. A train is programmed to set/off in Track 1 and make a specific cut on a block of cars to set/off in Track 2 (all the cars would have fit on Track 1) and put engines on the Slip Track. How many moves if this?
A7. Three moves.

Q8. Does Article 9 permit the Carrier to not call a Yardmaster to fill a “tag day” after September 1, 2002 that was regularly filled prior to that date, when there has been no operational change and require the shift to be covered by programming?
A8. No.

Q9. Does Article 9 require the Carrier to call a Yardmaster to fill a “tag day” after September 1, 2002 to work a shift that was regularly covered by programming prior to that date when there has been no operational changes?
A9. No.
Q10. Is a Yardmaster that programmed work prior to September 1, 2002 entitled to the payment(s) provided for in Article 9 for work programmed after September 1, 2002?
A10. Yes.

Q11. Is the programmed instruction for a train which route(s) through the yard on tracks controlled by the Yardmaster and changes crews (makes no set/off or pick/up) considered as one (1) move?
A11. No. Moves are defined in Article 9(c), but entitles the Yardmaster to one (1) hour programming pay irrespective of the number programmed.

Q12. Does Article 9 apply to Chief Yardmasters?
A12. Yes.

Q13. Does Article 9 apply to any location that is not listed as a “less than 24/7 location?”
A13. No.

Q14. How are locations added to and deleted from the “less than 24/7” list?
A14. When operational changes are made at a location, change in the list is made by written notice from the General Chairman of jurisdiction to and with the concurrence of the Senior Director-Labor Relations.

Q15. Does programming apply to yard crews?
A15. No, unless an agreement is made between the General Chairman of jurisdiction and local supervision, with copy of the agreement to the Senior Director-Labor Relations.

Q16. Does Article 9 apply when a Yardmaster personally delivers work orders and instructions to a departing road crew under his jurisdiction?
A16. No, so long as the Yardmaster remains on duty until the road crew departs the yard.

Q17. What is the proper compensation for programming three (3) moves when only one (1) of the programmed moves is actually made during the covered period?
A17. One hour’s pay.

Q18. What is the proper compensation for leaving programmed instructions and no moves are made during the covered period?
A18. One hour’s pay, unless trains do not arrive for causes listed in Article 12(b) – Reduction in Force.
D. J. Burke, General Chairman
Yardmaster Department
United Transportation Union
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
Yardmaster Department
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2723

G. W. Hazlwood, General Chairman
Yardmaster Department
United Transportation Union
23 Old Geneva Road
Henderson, KY 42420

Dear Sirs:

CSX has recently undergone far-reaching changes in its management personnel. As a result, the following is an updated list of Officers of the Carrier who are authorized to receive all initial claims and grievances for the Transportation Department under the provisions of Article 20(d) CSXT System Yardmaster Agreement. The effective date of this list is July 1, 2004.

INITIAL CLAIMS

CHICAGO DIVISION

Pete Burris
Division Manager-Chicago Division
8735 Southpoint Drive, South
Building II, (J-646)
Jacksonville, FL 32216

BALTIMORE DIVISION

Cindy Sanborn
Division Manager-Baltimore Division
8735 Southpoint Drive, South
Building II, (J-646)
Jacksonville, FL 32216
LOUISVILLE DIVISION

Bob Babcock
Division Manager-Louisville Division
6735 Southpoint Drive. South
Building II, (J-848)
Jacksonville, FL 32216

HUNTINGTON DIVISION

Gery Williams
Division Manager-Huntington Division
6735 Southpoint Drive. South
Building II, (J-848)
Jacksonville, FL 32216

GREAT LAKES DIVISION

Gary Bethel
Division Manager-Great Lakes
6735 Southpoint Drive. South
Building II, (J-848)
Jacksonville, FL 32216

NASHVILLE DIVISION

Jimmy Dyer
Division Manager-Nashville Division
6735 Southpoint Drive. South
Building II, (J-848)
Jacksonville, FL 32216

FLORENCE DIVISION

Mike Holsteens
Division Manager-Florence Division
6735 Southpoint Drive. South
Building II (J-848)
Jacksonville, FL 32216

ATLANTA DIVISION

Gil Kovar
Division Manager-Atlanta Division
6735 Southpoint Drive. South
Building II (J-846)
Jacksonville, FL 32216
JACKSONVILLE DIVISION

Bob Downing
Division Manager-Jacksonville Division
6735 Southpoint Drive, South
Building II (J-648)
Jacksonville, FL 32216

The HDO level of appeal remains as follows:

Patricia A. Madden
Director Labor Relations
600 Water Street (J-456)
Jacksonville, FL 32202

Yours truly,

[Signature]

Patricia A. Madden
August 20, 2004

File: 5071-11 PET
CSXT Labor Agreement 11-43-04

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to an ongoing dispute concerning Yardmaster's work at Petersburg (Collier Yard), VA. Based on our understanding, the following will occur concurrent with your execution of this Letter of Understanding:

1. A UTU-YM position will be established at Collier Yard in accordance with Addendum H of the CSXT System Yardmaster Agreement. The position will be titled "Collier Special Duty Chief Yardmaster."

2. Applicants will be initially limited to prior-right SCL Yardmasters in District FLR5 followed by SCL Yardmasters in Region 18. The incumbent of this position will be selected in a manner agreed-to by the parties on a non-precedential basis.

3. The incumbent of this position will be compensated $269.36 per day. This rate is subject to general wage increases and COLAs.

4. Yardmaster work on the shifts following the incumbent's shift as well as on the incumbent's rest days will accrue to regularly assigned yardmasters at Rocky Mount, NC. The rate of pay on those positions will be increased to the Group 2 rate which is currently $195.52 and is entitled to general wage increases.

5. The workweek and assigned hours of this assignment will be established at the discretion of the Division Manager. The position will work five consecutive days and will have two consecutive rest days.

6. The rest days of this assignment will not be filled.
7. Day-to-day vacancies will be filled from the Rocky Mount supply point in accordance with Article 2(l) of the CSXT System Yardmaster Agreement; however, it is understood that the first obligation of the GEB is to cover vacancies at Rocky Mount. Whenever it is possible, the GEB yardmaster will be given a three (3) hour call for a vacancy at Collier Yard.

8. Vacation vacancies will be filled by either regularly assigned yardmasters as hold downs or from the Guaranteed Extra Board at Rocky Mount, NC. When a vacation vacancy is claimed as a hold down, the employee claiming the hold down will be entitled to either lodging for the duration of the vacancy and transportation to the vacancy on the first day of the vacancy as well as transportation from the vacancy on the final day of the vacancy or the employee may elect to be compensated for transportation to and from the vacancy on a daily basis. When such transportation is required, the employee will be reimbursed for auto miles and tolls in the standard manner currently in use.

9. Extra and regularly assigned yardmasters at Rocky Mount will be entitled to training on the position at Collier Yard but said training shall not exceed five (5) days. The provisions of Article 29(c)(4) shall govern the lodging and meal entitlements. Employees training on this position will be compensated at the Group 2 rate of pay.

It is agreed by the parties that this arrangement is experimental for a period of one year. At the end of the year, the parties will meet to either renew this understanding, terminate this letter of understanding, or agree that the position will become permanent, in which case it may only be abolished through the standard provisions of Addendum H and Addendum I.

Yardmaster work at Petersburg, VA (Collier Yard) is protected by Article 10 (Section 1)(a) (Region 18) of the CSXT System Yardmaster Agreement.

It is also understood that this agreement is made without prejudice to either party and will not be referred to in any other matter.

Should the aforementioned terms accurately reflect our understanding, please sign in the space provided below.

Very truly yours,

[Signature]

I concur: [Signature]

Deennis J. Burke, UTU-YM General Chairman
February 2, 2001

D. J. Burke, General Chairman
UTU – Yardmaster Dept.
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to our recent discussion concerning labor and management’s effort on CSX to find areas of mutual concern which will serve to align our interests. We agreed that each year some employees working in areas under the jurisdiction of your committee endure personal hardships, which have severe financial impact on their families. Automobile accidents, house fires and catastrophic illness are some of the most common examples of the problems generating such hardships. In addition to “passing the hat”, we agreed that some members of your committee would consider donating a personal day to a needy co-worker.

Therefore, arrangements will be made to permit such donations in appropriate circumstances when the appropriate UTU Yardmaster General Chairman and appropriate highest appeals officer of CSX agree.

Please indicate your concurrence in the space provided below and I will make the necessary arrangements with the Payroll Department to accommodate this program.

Very truly yours,

SRA Friedman
Steven R. Friedman

I CONCUR:

D. J. Burke
UTU-YM General Chairman
March 31, 2004

Mr. R. P. DeGenova, General Chairman
Yardmaster Department
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2723

Mr. G. W. Hazelwood, General Chairman
Yardmaster Department
United Transportation Union
2423 Old Geneva Road
Henderson, KY 42420

Dear Sirs:

Effective immediately, pursuant to the provisions of Title 45 USC, Subsection Third of §153, the Railway Labor Act, as amended, Patricia A. Madden, Director - Labor Relations, is designated and authorized to represent the following companies and/or former properties within those companies in all conferences and negotiations between them and their employees represented by your Organization with respect to making and maintaining Agreements concerning rates of pay, rules and working conditions, interpretation of said Agreements and settlement of disputes, whether arising out of application of such agreements or otherwise:

CSX Transportation, Inc.

Ms. Madden should be addressed as follows:

Ms. Patricia A. Madden
Director – Labor Relations
500 Water Street – J455
Jacksonville, FL 32202
(904) 359-3946

Sincerely,

G. M. Pendergrass
AVP – Labor Relations

File: 7008
November 13, 2002

Mr. S. R Friedman
Senior Director Employee Relations
CSX Transportation, Inc. J-455
500 Water Street
Jacksonville, FL 32202

Dear Sir:

This letter is to inform you that the Yardmaster coverage at Winston Yard, Lakeland, Florida has been changed to less than 24/7 coverage and therefore falls under the provisions of Article 9 (Programming) of the CSXT System Yardmaster Agreement as stated in paragraph (d).

Sincerely,

[Signature]

Dennis J Burke
March 4, 2003

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to a series of grievances submitted by your committee concerning turnover time and the current pay rate at Waycross, Georgia. We have agreed that all of so-called turnover claims will be settled without precedent for payment of a total of 17.5 days pay to the grievant at Waycross. The Organization has arranged for assignment of amounts to each grievant. Your letter detailing the particular amounts will be forwarded to the Payroll Department as the basis of payment. These claims will be withdrawn from the current docket and no such future claims at Waycross will be submitted unless management at this location specifically instructs their yardmasters to handle “turnover” information on an overtime basis.

The current rate of pay at Waycross will be increased to Group 3 effective the date this agreement is implemented.

Very truly yours,

Steven R. Friedman

Attachment

I Concur: E.J. Burke
UTU-YM General Chairman
March 4, 2003

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This refers to grievances you have submitted concerning operations at Hamlet, North Carolina. The inception of the upgraded technology (Pro-Yard System) at the hump in Hamlet has been a source of concern for the Organization. I have reviewed the work performed by these employees and determined that it is very similar to service performed at other major switching locations. Therefore, so long as the current method of operation remains in place, the Hamlet Hump Yardmaster will be increased to Group 2 rate, while the Bowl Yardmaster will be increased to Group 3 rate. This rate increase is retroactive to December 1, 2002. The Hump Yardmaster, when working alone, will also be entitled to a 20-minute straight-time allowance on each tour of duty account of the expected loss of his meal period.

This arrangement will result in the withdrawal of any pending claims concerning the new hump operation at Hamlet and no new grievance concerning said operation will be progressed so long as management retains the status quo. This agreement is subject to cancellation by either party on twenty (20) days notice and will not serve as a precedent for resolution of any other such grievance emanating from other locations on CSXT's system.

Should the foregoing reflect our understanding in this matter, please sign in the space provided below.

Very truly yours,

Steven R. Friedman

I Concur: ___________________________

D. J. Burke
UTU-YM General Chairman

Approved: ___________________________

D. R. Carver
March 28, 2003

Mr. Dennis Burke
General Chairman
6394 Buena Vista Drive
Margate, FL 33063

Dear Mr. Burke:

This refers to my letter of March 4, 2003 concerning the understanding to increase the group rates at Hamlet, North Carolina. That understanding entitled the employees to a retroactive increase to December 1, 2002.

Therefore, the employees listed in your letter of March 14, 2003 will be allowed payment of the retroactive amount on the payroll check of April 11, 2003.

Very truly yours,

S. R. Friedman
Senior Director Labor Relations
Memorandum of Agreement
between
CSX Transportation, Inc.
and its employees represented
by the
United Transportation Union-Yardmaster Department

It is agreed to continue the long standing practice at Rice Yard, Waycross, Georgia of paying the Waycross Yardmasters an additional twenty (20) minutes at the pro rata rate in lieu of a meal period during their tour of duty. This is done in order to keep the humping operations in an efficient and fluid mode.

It is further agreed that this Agreement shall remain in effect unless cancelled by a twenty (20) days written notice by one party to the other.

This Agreement is effective October 1, 2002.

S. R. Friedman
Senior Director Employee Relations

D. J. Burke
General Chairman

Approved:

D. R. Carver
Assistant to President
Yardmaster Department
November 20, 2002

File: 5071-11

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Mr. Burke:

This will serve to confirm receipt of your letter dated November 13, 2002 concerning the abolishment of third shift yardmaster work at Winston Yard in Lakeland, Florida. I am forwarding this to Payroll and local management to advise them that the programming rule now applies at this location.

Very truly yours,

[Signed]

Steven R. Friedman
December 16, 2002

Mr. S. R Friedman  
Senior Director Employee Relations  
CSX Transportation, Inc. J-455  
500 Water Street  
Jacksonville, FL 32202  

Dear Sir:

This letter is to inform you that the Yardmaster coverage at Pinoca Yard, Charlotte, North Carolina has been changed to less than 24/7 coverage and therefore falls under the provisions of Article 9 (Programming) of the CSXT System Yardmaster Agreement as stated in paragraph (d).

Sincerely,

[Signature]

Dennis J Burke

cc:
Mr. D. R. Carver, Director, UTU Yardmaster Department  
Mr. J. R. Cumby, Assistant Director  
Mr. A. C. Hagans, VGC  
Mr. B. R. Ford, VLC
June 3, 2003

US Mail & E-Mail

Mr. S. R Friedman
Senior Director Employee Relations
CSX Transportation, Inc. J-455
500 Water Street
Jacksonville, FL 32202

Dear Sir:

This letter is in reference to our phone conversation on this date where you agreed to waive the claims procedure to expedite the handling of the Yardmasters Life Insurance Benefits, due to the unique circumstances involving the benefits.

Should the foregoing reflect our understanding in this matter, please sign in the space provided below.

Sincerely,

Dennis J. Burke

[Signature]

I Concur: __________________________

Steven R. Friedman
October 10, 2003

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Carver:

This will serve to confirm that CSXT has acknowledged that an administrative error occurred in the handling of premium payment for the so-called “Orange Book” insurance policy. The policy lapsed inadvertently and steps are being taken by our Benefits Department to acquire a replacement policy. Once the details have been completed in this regard, Mr. Burke will be contacted in order to assist any eligible beneficiaries with obtaining benefits.

Very truly yours,

Sr. Friedman

Steven R. Friedman

c/c: Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363
December 16, 2003

Mr. S. R. Friedman
Senior Director Employee Relations
CSX Transportation, Inc. J-455
500 Water Street
Jacksonville, FL 32202

Dear Sir:

It is agreed and understood to consolidate prior right seniority districts 62 & 64 in Region #22 for the Tampa, Rockport and Winston/Lakeland, Florida Terminals effective January 1, 2004.

This agreement will make all Terminals/Yards listed above one prior right district for the Yardmasters who established seniority prior to January 1, 1999, and will re-align the districts as they were prior to January 1, 1999. All other provisions under Article #10 of the CSXT System Yardmaster Agreement will remain the same.

This agreement was voted on and ratified by the affected Yardmasters on December 15, 2003 and this change under Article #10 of the CSXT System Yardmaster Agreement will become effective January 1, 2004.

If you are in agreement with the aforementioned above, please sign in the space provided below.

Sincerely,

[Signature]

Dennis J. Burke
General Chairperson
GO-SCL Yardmaster Committee

I Concur: [Signature]
Steven R. Friedman

cc:
Mr. J. R. Cumby, Vice President, Yardmasters
Mr. D. K. Turner, Alternate Vice President, Yardmasters
June 17, 2004
File: 5011-11
CSXT Labor Agreement 11-37-04

Mr. Dennis J. Burke, General Chairman
GO/SCL Yardmasters
6394 Buena Vista Drive
Margate, Florida 33063

Dear Mr. Burke:

This refers to our discussions concerning the request by management that Miami/Hialeah yardmasters assume additional duties that are administrative in nature.

This also confirms our understanding that the daily rate of pay for Miami/Hialeah positions 4T29-101, 201, 301, and YR1 will be increased from the Group 5 rate to the Group 2 rate which is currently $195.52.

It is understood that in the event that the workload of these positions changes to the extent that these additional duties are no longer being performed by the Miami/Hialeah yardmasters, the rate of pay will revert back to the Group 5 rate.

It is also understood that this agreement is made without prejudice to either party and will not be referred to in any other matter.

Very truly yours,

Patricia A. Madden

Agreed:

[Signature]

[Signature]
March 8, 2004

J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107

Dear Mr. Cumby:

This refers to our annual meeting in Miami which addressed issues of common concern. It was agreed that management had the right to counsel yardmasters about their attendance at any time. The employee and local chairman will be notified to arrange the date and time. However, attendance counseling will be paid at time and one-half unless conducted during the yardmaster’s regularly assigned working hours. Yardmasters required to participate in attendance counseling on their rest day or prior to their assigned hours will be paid eight (8) hours at time and one-half. Yardmasters may be held on a continuous time basis at the punitive rate for up to sixty (60) minutes coincidental with end of their tour of duty. Once the sixty (60) minute period has elapsed, the yardmaster will be released or paid eight (8) hours at time and one-half for such counseling.

Very truly yours,

[Signature]
Steven R. Friedman

ccs:  D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064
CSX Transportation Absenteeism Policy
Clerks, Yardmasters & Train Dispatchers

Effective January 1, 1995

1. Contact the District Chairman advising him of your intent to implement this program and request cooperation with you in addressing absenteeism.

2. Immediate supervisor will arrange initial meeting with individual employees in order of their absences to discuss their absenteeism. District Chairman should be present if requested by employee.

3. If absences persist and another meeting is required, immediate supervisor will arrange another meeting with individual employees requesting the District Chairman, or designated representative, to attend the meeting. During this meeting the employee will be offered the services of the Employee Assistance Program to determine if the employee has an underlying problem that is the source of his/her chronic absenteeism. Advise the employee that a written memo of the meeting will be placed on their file. The employee and the District Chairman should be furnished a copy of that memo.

4. During these meetings the employee's attendance record should be reviewed and a copy of the attendance record provided to the employee and the District Chairman. Advise the employee that you will periodically review their file to see if attendance improves. If absenteeism persists, progressive disciplinary action should be taken.

5. If an employee has been exhibiting a chronic medical condition causing him/her to be absent, forward the proper form to the Medical Department for assistance in obtaining medical evaluation. Any documentation you may have received from the employee or his/her physician should accompany the form.

6. Remind the employee of his/her rights under the FMLA and provide him/her with the opportunity to demonstrate his/her absences are attributable, in whole or in part, to excused FMLA absences.

Suggested Progressive Disciplinary Steps

If all steps of the Absenteeism Policy have been completed and the employee still exhibits excessive absenteeism, then an investigation should be held. We recommend that if the employee is found guilty of excessive absenteeism the following actions should be taken:

*First investigation - discipline assessed - 2 days overhead for 6 months.

*Second investigation - discipline assessed - 5 days actual suspension.

*Third investigation - discipline assessed - dismissal

Dismissal, of course, is a very serious matter and should only be assessed as discipline in the most extreme cases. It is critically important that we apply the Absenteeism Policy in a fair and consistent manner throughout our company for clerks, yardmasters and train dispatchers.
March 9, 2004

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

Gentlemen:

This refers to our series of meetings concerning the application of Article 11 in the July 1, 2002 CSXT Single System Yardmaster’s Agreement. The General Committees were concerned that account of corporate efficiencies, yardmasters are absorbing more work from various sources. The Collective Bargaining Agreement mandates that incumbents of positions will be afforded a displacement opportunity if the employee’s pay rate is changed, if the position’s classification is changed or if the General Chairman proves that a substantial change is made to the territory of the employee’s assignment. All of the committees have expressed concern that some additional work is being added to yardmasters at many locations across the system.

Therefore, effective April 1, 2004, I am advising local management to supply written notification of a substantial change in a yardmaster’s duties to the employee, the General Chairman and the assignment clerk. In cases where the intent of Article 11 is clearly satisfied, displacements should be authorized by local management. Debatable cases or instances where the local management and the Organization are at odds can be referred to Labor Relations. Please note that not every change is substantial and minor adjustments should be handled in conjunction with past practice.

Very truly yours,

Steven R. Friedman

cc: J. R. Cumby
March 9, 2004

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Gentlemen:

This refers to our meeting of March 4, 2004 which concerned training issues for yardmasters. Power brake rules, effective and efficient safety job briefings and more uniform remote control training for yardmasters were the primary topics. Representatives from the Transportation Department were present to address these concerns. It was acknowledged that these items require local handling for most of this year. It was agreed by all the participants that inclusion of these items into the 2005 Yardmaster Skills Training exercise would be a sound approach.

Therefore, this letter will be copied to the Human Resources Department to plan for 2005 well ahead of time. Once I receive some feedback from Mr. Drake and Human Resources on this matter, you will be updated.

Very truly yours,

Steven R. Friedman

J. R. Cumby
March 9, 2004

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
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Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Gentlemen:

This refers to our meeting of March 4, 2004, which addressed several issues involving the FRA. Mr. Turner sought a response on how CSXT applies random drug testing to yardmasters subject to the Hours of Service Law. There is some question about the method being employed by the Medical Department.

Secondly, we had a discussion about the advisability of applying the Hours of Service Law to yardmasters. Mr. Cumby and Mr. Drake agreed to gain input from the FRA on reviewing this matter in general and at specific CSXT locations. Once Mr. Drake gets some feedback from FRA, we will arrange follow-up.

Very truly yours,

Sincerely,

Steven R. Friedman

ccs: J. R. Cumby
     J. A. Drake
January 23, 2004

Mr. D. J. Burke  
General Chairman  
United Transportation Union  
Yardmaster Department  
6394 Buena Vista Drive  
Margate, FL 33063-8363

Dear Mr. Burke:

Effective January 1, 2004, CSXT will reimburse employees covered by your collective bargaining agreement for personal use of their vehicles, on company business, at the published IRS Standard Mileage Rate, which for 2004 is $0.375 per mile. There has been some confusion relative to this matter. If any such employees have been reimbursed at $0.36 per mile when utilizing their personal vehicle for company business since January 1, 2004 this will be corrected and they will be reimbursed the additional $0.015 per mile.

Very truly yours,

Howard S. Emerick
October 27, 2003

Mr. Robert A. Bernard
Vice President Labor Relations
500 Water Street
Jacksonville, FL 32202

Dear Mr. Bernard:

Re: Company Matching Contributions in CSX Stock

This is in reference to your letter dated September 17, 2003 to all CSXT Yardmaster General Chairman concerning 401K enhancement to be effective January 1, 2004. The enhancement provided for in your letter gives Yardmasters the choice to the company matching contributions that will be made according to the investment election of participants instead of automatically in CSX Stock. CSXT will be responsible to notify all Yardmasters that are participating in the Capital Builder Plan (401K) of these changes. We concur in these changes to the 401K as addressed in your letter of September 17, 2003.

Yours truly,

D. J. Burke
General Chairman

R. P. DeGenova
General Chairman

R. C. Kratz
General Chairman

G. W. Hazelwood
General Chairman
September 17, 2003

Mr. D. J. Burke, General Chairman
UTU – Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

Dear Dennis:

Re: Company Matching Contributions in CSX Stock

CSX and its subsidiaries have adopted an enhancement to the company’s 401(k) plan for non-contract employees, known as CSXtra. The CSXtra amendment provides that company matching contributions will be made according to a separate investment election by participants, and not automatically into CSX stock, effective January 1, 2004.

Background. Investment advisors generally recommend that individuals invest no more than 10% of their portfolio in a single stock. Although the plans offer seven diversified investment funds, CSXtra participants have 24% of their account balances invested in CSX stock. Capital Builder participants have even more, 58%. Since a 401(k) plan is intended to be used for retirement income, general investment advice is that investing a large portion of a retirement account entails significantly more risk than investing in a diversified portfolio.

Diversification. Last year, the company’s 401(k) plans were amended to eliminate age and years of service restrictions for reallocating company contributions (both matching contributions and ESOP) at any time. However, this has not resulted in any substantial change in investment allocations. Thus, for CSXtra, effective January 1, 2004, the company matching contribution will be made according to the investment election of participants instead of automatically in CSX stock. Participants will still be able to elect to invest all or a portion of their company matching contributions in CSX Stock, however, the investment allocation will be an affirmative choice by the participants. This amendment is an enhancement to the plan in that it results in participants having even more flexibility.

Capital Builder Plan. In view of the amendment to CSXtra, CSXT thought you might be interested in amending the existing collective bargaining agreement to provide this added flexibility for your membership. If you are agreeable, such amendment could be implemented by January 1, 2004. The amount of the match, of course, would remain the same as under the current collective bargaining agreement. If you would like to make this change to our agreement, please call your appropriate senior director of labor relations.

Sincerely,

[Signature]
September 24, 2003

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. K. Turner, General Chairman
United Transportation Union
3025 Sherwood Court
Flatwoods, KY 41129

R. P. DeGenova, General Chairman
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2763

Gentlemen:

The Payroll Department has brought several concerns to my attention regarding special duty yardmasters. There are several such positions presently being filled on the property. I have advised Payroll to handle these employees as follows:

1. A yardmaster working TOP code should be paid $262.00 for days marked sick, especially in cases where the employee has a sick day entitlement.

2. In cases where an employee has no sick time entitlement, by contract payment is within management’s discretion. If an employee is off sick more than four (4) days, he will not draw any pay from CSXT and should receive payment from RRB and Trustmark.

3. Special duty yardmasters are paid $262.00 for five (5) workdays. This will hold true during holiday weeks if the employee works the holiday or not. We will compensate these employees in the same manner as trainmasters in this regard. There will be no double time and one-half payment for working the holiday.

If any of these interpretations require further discussion, please advise.

Very truly yours,

Steven R. Friedman
cc: J. R. Cumby, Assistant Vice President
United Transportation Union
Yardmaster Department
14600 Detroit Avenue
Cleveland, OH 44107
### Northern Lines
**Effective July 1, 2002**

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**Daily Rate - $187.31**

**Guaranteed Extra Board (GEB) – Guarantee Rate**
July 1, 2002

No. 1

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to our discussion concerning Addendum I of the CSXT System Yardmaster Agreement. It is agreed that this provision will apply to your committee on June 1, 2005. Since your committee gained automatic certification under the December 1, 1998 CSXT/UTU-YM/CR Implementing Agreement, it is inappropriate to apply a second protective agreement until the earlier agreement attrites.

However, Addendum I will apply to Yardmasters who are not covered by the automatic certification under the December 1, 1998 CSXT/UTU-YM/CR implementing Agreement.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Concur:  

R. C. Kratz  
UTU-YM General Chairman
July 1, 2002
No. 2

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This will serve to confirm our discussion concerning Article 20 of CSXT System Yardmaster Agreement. It is acknowledged that former Conrail Yardmasters have always submitted claims and grievances to their immediate supervisor. That practice will continue indefinitely on the Northern Lines subsequent to the implementation of this Agreement.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Concur:

R. C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 3

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This will serve to confirm our discussion that former Conrail Rule 4-K-1(m) will be abolished concurrent with implementation of the CSXT System Yardmaster Agreement. It is understood that Local Chairman may absent himself or herself from work to conduct claims conference with the appropriate Labor Relations official in alternate months. The Local Chairman will be paid a basic day at the rate of his or her position for this activity.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Concur:  

R. C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 4

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to Article 10 of the CSXT System Yardmaster Agreement. This letter will serve to acknowledge our discussion that a Substitute Yardmaster may not forfeit seniority by missing a handful of calls for yardmaster service. The rule contemplates forfeiture of seniority when a Substitute Yardmaster refuses to accept a full-time UTU-YM position or missing six or more calls within the specified time frame.

It is understood that the "six call provision" in Article 10 (b) does not apply to Regularly Assigned Yardmasters.

Very truly yours,

S. R. Friedman
Steven R. Friedman
Senior Director
Labor Relations

I Concur: R. C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 5

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This will serve to confirm that during our discussions that led to the CSX System Yardmaster Agreement, the New York State meal period was preserved. It is acknowledged that notwithstanding any other provision contained in the System Agreement, the New York State meal period agreement of December 1, 1998 remains in effect.

Very truly yours,


Steven R. Friedman
Senior Director
Labor Relations

I Concur: 

R. C. Kratz
UTU-YM General Chairman
July 1, 2002

No. 6

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to our discussion concerning the procedure for filling vacancies under the CSXT System Yardmaster Agreement on the Northern Lines. It is agreed that vacancies will be filled from within the terminal first at straight time and then at overtime. Once all manpower at a terminal has been exhausted at straight time and overtime, management may deadhead Yardmasters from the next nearest terminal to fill any such vacancy.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Concur:  
R. C. Kratz
UTU-YM General Chairman
R. C. Kratz, General Chairman  
United Transportation Union  
4459 Meadow Drive  
Nazareth, PA  18064

Dear Mr. Kratz:

This will serve to confirm our discussions which led to the CSXT System Yardmaster Agreement. We recognized that the rule governing assignment of rest days for Regularly Assigned Yardmasters varies between former Conrail and CSXT. It was agreed that CSXT Article 3(a) and (b) will not apply to Northern Lines Yardmasters subsequent to the effective date of this Agreement. The current Conrail practice under Rule 4-B-1(a) will be retained, that provides:

"Two rest days each week, designated by the Carrier, shall be assigned to each regular or relief position."

It is further agreed that the balance of Article 3, paragraphs (c) through (i) will apply to the Northern Lines.

Very truly yours,

Steven R. Friedman  
Senior Director  
Labor Relations

I Concur:  
R. C. Kratz  
UTU-YM General Chairman
July 1, 2002
No. 8

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to our discussion concerning Article 1 – Scope and Definitions implemented in the CSXT System Yardmaster Agreement. The new Article does not limit Yardmaster duties strictly to yard operations. The Article contemplates Yardmaster supervision of road crews at locations under their jurisdiction, where such practices currently exist. However, it was agreed that this provision only applies to those Northern District locations listed in Article 10.

Very truly yours,

S.R. Friedman

Steven R. Friedman
Senior Director
Labor Relations

I Concur: R. C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 9

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This will serve to confirm our discussion concerning work week time frames for Guaranteed Extra Board Yardmasters on the Northern Lines under the CSXT System Yardmaster Agreement. It is agreed that except for New York State, all Yardmasters have a work week starting on Saturday and ending on Friday. Unless otherwise changed by agreement, New York State Yardmasters will commence their work on Wednesday and end said work week on Tuesday.

Very truly yours,

[Signature]

Steven R. Friedman
Senior Director
Labor Relations

I Concur:  

[Signature]
R. C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 10

Ronald C. Kratz, General Chairman
UTU-Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This letter refers to our discussions regarding the proper handling of Yardmasters assigned to a "four (4) day position. On the fifth day of the work week as provides in Article 4(b), second paragraph:

"...Employees assigned to such positions will have preference over extra men for available extra work covered by this Agreement to the extent of one day per work week."

It is agreed:

On their fifth day, Yardmasters assigned to such "four (4) days" positions will be considered first out for all Yardmaster service to the extent of one (1) day per week whether on a regular work day or holiday.

If you agree with this interpretation and application of this Article, please sign and return one copy to the undersigned.

Very truly yours,

S. R. Friedman
Senior Director
Labor Relations

I concur:

Ronald C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 11

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This will serve to confirm our discussion concerning staffing and adjusting Guaranteed Extra Boards on the Northern Lines. On the former Conrail, extra boards were adjusted on the basis of twenty-five (25) known Yardmaster vacancies for the following month. The CSXT System Yardmaster Agreement contains no such provision.

It is agreed that any dispute arising out of the staffing and/or adjusting Guaranteed Extra Boards on the Northern Lines will be resolved by the General Chairman and the Highest Designated Officer.

Very truly yours,

Steven R. Friedman
Senior Director
Labor Relations

I Concur: R. C. Kratz
UTU-YM General Chairman
July 1, 2002
No. 12

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This will serve to confirm our discussion concerning Article 3(e), CSXT System Yardmaster Agreement. It is acknowledges that former Conrail Extra Yardmasters have counted all “starts”, straight time or time and one-half, toward the accumulation of five (5) days in the work week. This interpretation will continue to apply to GEB Yardmasters on Northern Lines subsequent to the implementation of this Agreement.

Very truly yours,

SA Friedman
Steven R. Friedman
Senior Director
Labor Relations

I Concur: R. C. Kratz
UTU-YM General Chairman
March 10, 2003

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to your letter dated February 23, 2003 concerning the applicability of the programming rule at Rochester, New York. The third shift duties of yardmaster work at Rochester are protected by Buffalo-based yardmasters headquartered at Seneca Yard. These Seneca positions have protected such work by advertisement in their job bulletins for over ten (10) years. There was never any programming paid to Rochester yardmasters under the former Conrail labor agreement when Seneca absorbed these third shift duties. The programming rule is intended to compensate yardmasters when the work they plan is directed by an employee not covered by your scope rule. Furthermore, Rochester constructively becomes a 24/7 yardmaster location by virtue of the oversight of the Seneca employee on third shift. Therefore, I disagree with your analysis of the matter and respectfully decline your request to activate programming pay at Rochester.

Nevertheless, you should list this topic for discussion at our general committee meeting on April 7, 2003. I will also check with the Transportation Department about potential manpower changes in this area, which may impact how operations at Rochester are handled.

Very truly yours,

S. R. Friedman

Steven R. Friedman

cc: Donald R. Carver, Assistant to President
United Transportation Union-Yardmasters
14600 Detroit Avenue
Cleveland, OH 44107
November 5, 2002

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to your letter dated September 22, 2002, follow-up telephone calls and additional letter, all demanding a $2.00 per day across-the-board rate increase for all former Conrail yardmasters now employed by CSXT. My previous response noted that this demand is nothing more than an additional Section 6 notice under the Railway Labor Act. Since you signed an agreement on September 1, 2002 barring any changes in the current agreement until December 31, 2004, this request is in violation of the moratorium provision of said agreement.

I will note for the record that the $2.00 additive was never brought up by you or any other UTU-YM representative during several ad hoc phone conferences which occurred between our last formal bargaining session and the signing ceremony. No formal protest was lodged by your committee about this matter until three weeks after the implementation of the new agreement. Finally, it is clear to me that the additive you contend is due was paid for several times over by other financial benefits conferred on your committee at the close of bargaining. Therefore, please be advised that the Company intends to maintain its contractual obligations by retaining the status quo of rates set by the September 1, 2002 UTU-YM/CSXT Agreement.

Very truly yours,

Steven R. Friedman

D. R. Carver
November 4, 2002

File: 6018-11

R. C. Kratz, General Chairman
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Mr. Kratz:

This refers to your letter dated October 20, 2002 concerning a rate increase for yardmasters in Cleveland, Ohio. The senior manager at Cleveland has endorsed your request to take some positions at Cleveland from group 2 to group 1. This increase is based on the current workload, the number of UTU-YM positions at Cleveland and the very high performance level of your constituents at Cleveland. Should any of these factors change materially in the future, the Company reserves the right to adjust the rates back to level 2. Also, please note that reasons you offered for said rate increase are not valid since all the listed items are functions expected of yardmasters anyway. The reason for granting your request is the demonstrable increase in business being handled by certain positions in Cleveland. This rate increase will take place concurrent with the last pay period in November for all positions except the van site.

Very truly yours,

Steven R. Friedman

cy: √ D. R. Carver
March 31, 2004

Mr. R. P. DeGenova, General Chairman
Yardmaster Department
United Transportation Union
8127 Cliffview Drive
Poland, OH 44514-2723

Mr. G. W. Hazelwood, General Chairman
Yardmaster Department
United Transportation Union
2423 Old Geneva Road
Henderson, KY 42420

Mr. R. C. Kratz, General Chairman
Yardmaster Department
United Transportation Union
6394 Buena Vista Drive
Margate, FL 33063-8363

Mr. R. C. Kratz, General Chairman
Yardmaster Department
United Transportation Union
4459 Meadow Drive
Nazareth, PA 18064

Dear Sirs:

Effective immediately, pursuant to the provisions of Title 45 USC, Subsection Third of § 153, the Railway Labor Act, as amended, Patricia A. Madden, Director - Labor Relations, is designated and authorized to represent the following companies and/or former properties within those companies in all conferences and negotiations between them and their employees represented by your Organization with respect to making and maintaining Agreements concerning rates of pay, rules and working conditions, interpretation of said Agreements and settlement of disputes, whether arising out of application of such agreements or otherwise:

CSX Transportation, Inc.

Ms. Madden should be addressed as follows:

Ms. Patricia A. Madden
Director – Labor Relations
500 Water Street – J455
Jacksonville, FL 32202
(904) 359-3946

Sincerely,

[Signature]

G. M. Pendergrass
AVP – Labor Relations
May 23, 2001

Mr. Doyle K. Turner, General Chairman  
UTU-Yardmaster Department  
3025 Sherwood Court  
Flatwoods, Kentucky 41139

Mr. Dennis J. Burke, General Chairman  
UTU-Yardmaster Department  
6394 Buena Vista Drive  
Margate, Florida 33063

Mr. Richard P. DeGenova, General Chairman  
UTU-Yardmaster Department  
8127 Cliffview Drive  
Poland, Ohio 44514

Mr. James R. Cumby, General Chairman  
UTU-Yardmaster Department  
28626 Squire Drive  
Chesterfield, Michigan 48047

Gentlemen:

This refers to our discussions and confirms the understanding reached on the filling a Yardmaster vacancy that exists after the calling procedures have been exhausted.

It is agreed that a Carrier Officer under the following conditions may fill existing Yardmaster vacancy:

1. There is no contract Yardmaster available to work the vacancy.

2. The Carrier will establish a fund. Into the fund will be placed an amount equal to time and one-half the rate of the position filled each time a Carrier Officer fills a Yardmaster vacancy. At a time designated by the General Chairman, the money contained in this fund will be divided between the Yardmasters assigned in the terminal based on instructions from the General Chairman.
This understanding is intended to provide coverage of Yardmaster vacancies during times of critical shortages.

Please review the above understanding and if agreeable, sign and return one copy to the undersigned.

Very yours truly,

S. R. Friedman
Senior Director
Employee Relations

I agree:

D. K. Turner, General Chairman

D. I. Burke, General Chairman

R. P. DeGenova, General Chairman

J. R. Cumby, General Chairman

CC: Donald R. Carver
Assistant to the President
Yardmaster Department
March 9, 2004

R. C. Kratz, General Chairman
United Transportation Union
Yardmaster Department
4459 Meadow Drive
Nazareth, PA 18064

D. J. Burke, General Chairman
United Transportation Union
Yardmaster Department
6394 Buena Vista Drive
Margate, FL 33063-8363

R. P. DeGenova, General Chairman
United Transportation Union
Yardmaster Department
8127 Cliffview Drive
Poland, OH 44514-2763

G. W. Hazelwood, General Chairman
United Transportation Union
Yardmaster Department
2423 Old Geneva Road
Henderson, KY 42420

Gentlemen:

This refers to our meeting of March 4, 2004 which concerned training issues for yardmasters. Power brake rules, effective and efficient safety job briefings and more uniform remote control training for yardmasters were the primary topics. Representatives from the Transportation Department were present to address these concerns. It was acknowledged that these items require local handling for most of this year. It was agreed by all the participants that inclusion of these items into the 2005 Yardmaster Skills Training exercise would be a sound approach.

Therefore, this letter will be copied to the Human Resources Department to plan for 2005 well ahead of time. Once I receive some feedback from Mr. Drake and Human Resources on this matter, you will be updated.

Very truly yours,

Steven R. Friedman

Steven R. Friedman

cys: J. R. Cumby