



Labor Relations Department
500 Water Street – J455
Jacksonville, FL. 32202

N. V. Nihoul, Director
(904) 359-1922

December 9, 2009

Re: Agreed to Questions & Answers to
CSXT Labor Agreement No. 12-006-09

Mr. D. R. Albers, General Chairman
Allied Federation
315 West Main Street Suite 20
Hendersonville, Tennessee 37075

Mr. J. D. Knight, General Chairman
Seaboard Federation
2153 Broadwater Drive
Jacksonville, Florida 32225

Mr. G. L. Cox, General Chairman
Southern System Division
800 Concord Road
P. O. Box 24068
Knoxville, Tennessee 37933-2068

Mr. T. R. McCoy, General Chairman
Affiliated System Federation
9300 Runyon Road
Catlettsburg, Kentucky 41129

Mr. Jed Dodd, General Chairman
Pennsylvania Federation
121 N. Broad Street – Suite 503
Philadelphia, Pennsylvania 19107

Mr. B. A. Winter, General Chairman
Consolidated Rail System Federation
58 Grand Lake Drive
Port Clinton, Ohio 43452

Mr. S. A. Hurlburt, Jr., General Chairman
Northeastern System Federation
135 Mick Lane
Oneonta, NY.13820-4316

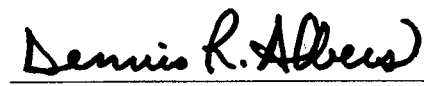
Gentlemen:


The attached represents the parties mutually agreed upon Questions and Answers regarding CSX Transportation Labor Agreement No. 12-006-09 effective September 1, 2009.

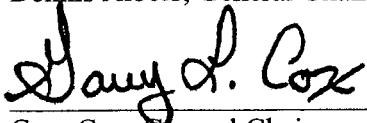
If the attached correctly sets forth our understanding, please indicate your concurrence below.


FOR THE ORGANIZATION:

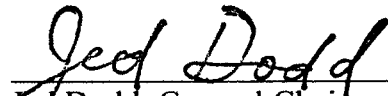
FOR THE CARRIER:


Dennis Albers, General Chairman



N. V. Nihoul, Director Labor Relations


Gary Cox, General Chairman

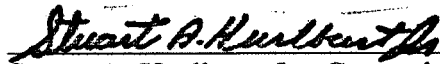

John West, Vice President Engineering



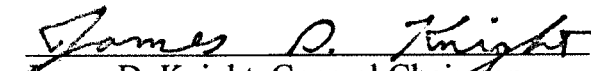
Jed Dodd, General Chairman



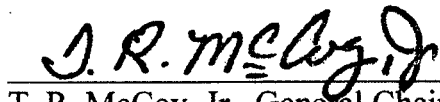
Bradley A. Winter, General Chairman



Stuart A. Hurlburt, Jr., General Chairman




James D. Knight, General Chairman



T. R. McCoy, Jr., General Chairman

AGREED:



J. R. Cook, Vice President

Agreed to Questions and Answers
Concerning the
Interpretation and Application of
CSXT Labor Agreement No. 12-006-09
(effective September 1, 2009)

General

1. Question

Can contractors perform B&B sub-department work while there are B&B employees furloughed?

Answer

If contractors are employed to perform work in connection with the provisions of CSXT Labor Agreement No 12-006-09 on a given SLWT no BMWED-represented employee who holds seniority on that SLWT shall be required to accept furlough or remain on furlough during the time the contractors are working on that SLWT. Instead, all BMWED represented employees who hold seniority on that SLWT shall be given the opportunity to remain in active service or return to active service from furlough during the time the contractors are working on that SLWT, unless CSXT offers voluntary furloughs and an employee chooses to accept furlough.

Section 1 – B&B Sub-Department Hiring

2. Question

Do new employees hired directly into the B&B sub-department in any B&B classification establish home district rights?

Answer

Yes.

3. Question

Do new employees hired directly into the B&B sub-department classifications establish seniority in the trackman class?

Answer

No. To the extent that this answer conflicts with Side Letter No. 14 of the June 1, 1999 Agreement, this answer will prevail.

4. Question

If a qualified employee exercises seniority pursuant to Rule 4, Section 2 of the June 1, 1999 Agreement to displace a B&B employee during the restricted period for which that employee cannot bid off, will the senior qualified employee be subject to “catch and hold” restrictions?

Answer

Yes, if the qualified senior employee displaces the junior employee during the junior employee’s six (6) month “catch and hold” restricted period, then the senior employee will be subject to a new six (6) month “catch and hold” restricted period pursuant to Section 11 (C) and Section 12 (D). However, if the senior employee displaces the junior employee after the junior employee’s six (6) month “catch and hold” restricted period has expired (for example, in the seventh month), then the senior employee will not be subject to “catch and hold” restrictions.

5. Question

If an employee assigned to a “catch and hold” restricted position pursuant to Section 6(D)2, Section 11(C) or Section 12(D) is off sick, what effect will that have on the tolling of the twelve (12) or six (6) month “catch and hold” period?

Answer

The clock continues to run during the employee’s absence.

6. Question

Can the bid/bump lists for zone gangs change from year to year?

Answer

Yes, if CSXT chooses to change the zone boundaries from year to year, the applicable bid/bump lists will change accordingly.

7. Question

What benefits shall accrue to employees assigned to B&B System or zone gangs?

Answer

B&B system gangs will receive the same benefits as any system gang pursuant to the system production gang agreement (last updated as of August 22, 2005), specifically including the “weekly travel allowance” identified in Section 11, as well as the “bonus

pay” contemplated by Section 18, A 2 of the SPG Agreement, provided they meet the criteria set forth in that section.

Zone gangs will receive the benefits outlined in the June 1, 1999 Agreement except that employees assigned to zone B&B gangs shall also receive the weekly travel allowance in Section 11 of the SPG Agreement.

8. Question

If an employee who establishes new seniority in the B&B structural welder foreman, welder or welder helper classification pursuant to Section 11(A), remains in the position for six (6) months, successfully completes classroom training, and passes the FRA required testing, will that employee be considered qualified under FRA regulations?

Answer

Yes.

Section 2 – New Building Construction

9. Question

Is there a size minimum on buildings contractors may build?

Answer

No, it is either an occupied or non-occupied building, and contractors may build occupied buildings.

10. Question

Is there a size limit on buildings that BMWED represented employees will build?

Answer

No, buildings such as pole barns, sheds, garages and other storage facilities that are not equipped with HVAC systems or bathroom facilities that are not intended for regular human habitation will be built by BMWED represented employees.

11. Question

Who will maintain trailers purchased for office space?

Answer

After such trailers are installed, all maintenance, repair and remodeling work will be performed by BMWED represented employees.

Section 3 – Building Maintenance, Repair and Remodeling

12. Question

How will other departments be made aware of CSXT's obligation in connection with CSXT Labor Agreement No. 12-006-09?

Answer

Copies of the agreement will be distributed to other CSX transportation departments to communicate CSXT's responsibility.

Section 4 – Building Demolition

No issues

Section 5 – Bridge Construction Replacement, Maintenance and Repair

13. Question

Where contractor forces and BMWED represented employees are working together, can a contractor employee be designated as the supervisor in charge of the project?

Answer

Yes.

14. Question

Where contractor forces and BMWED represented employees are working together, if a BMWED represented employee receives instruction from a contractor supervisor and is in doubt as to the meaning and application of the instruction, what action should the employee take?

Answer

A contractor supervisor will have the same responsibilities and procedures as a CSXT supervisor who is in charge of any project. Employees are encouraged to use the "Good Faith Challenge" procedures as indicated in the CSX Transportation Operating Rules.

15. Question

Pursuant to Section 5(C) 1, 2, 3 and 4, CSXT may contract out specified numbers of new bridge construction or substantial bridge replacement projects during specified twelve (12) month periods. If a new bridge construction or substantial bridge replacement project requires more than twelve (12) calendar months to complete and therefore runs from one specified twelve (12) month period into the next specified twelve (12) month period, will it be counted as two projects, i.e., one in each of the successive twelve (12) month periods?

Answer

Yes, if a new bridge construction or substantial bridge replacement project runs from one specified twelve (12) month period to the next specified twelve (12) month period and requires more than twelve months to complete, it will be counted as two projects, one in each of the successive twelve (12) month periods. However, if a new bridge construction or substantial bridge replacement project runs from one twelve (12) month period to the next twelve (12) month period, but does not take more than twelve months to complete, it will only be counted as one project even though it spans two successive twelve (12) month periods.

Section 6 - Culverts

No issues

Section 7 – Scales

No issues

Section 8 – Turntables

No issues

Section 9 – Tunnels

No issues

Section 10 – Bridge & Building Equipment Operators

16. Question

When equipment operator positions are bulletined on B&B teams, how will the equipment to be operated by the employee assigned to that position be identified?

Answer

Bulletins advertising B&B equipment operator positions shall identify the primary piece of equipment to be operated by the employee assigned to that position, with the understanding that the employee may be assigned to operate other machines within his range of ability and qualifications.

Section 11 – Bridge & Building Structural Welders

17. Question

How will an employee be listed on the B&B structural welder rosters?

Answer

Employees who hold a seniority date on an existing welder foreman, welder or welder helper roster will be placed on the B&B structural welder rosters with a corresponding date equivalent to their existing welding seniority date once they have been certified as a "structural welder".

Employees assigned by bulletin award for the first time will be placed on the appropriate roster with the closing date of the bulletin once they are qualified.

Section 12 – B&B System and Zone Gangs

18. Question

How will claims and grievances arising from B&B System or B&B Zone Gangs be handled?

Answer

All claims and grievances arising on either a B&B System or B&B Zone gang will be filed directly with the Director of Labor Relations.

19. Question

If a jack and bore gang is unable to perform jack and bore work due to circumstances beyond the control of CSXT, such as inclement weather or delay in obtaining utility permits, may the employees on the jack and bore gang be temporarily assigned to perform other B&B work?

Answer

Yes, under such circumstances, such employees assigned to a jack and bore gang may be temporarily assigned to perform other B&B work with the following limitations:

- 1) The B&B work must be on the seniority district where the jack and bore gang is working at the time that their jack and bore work was interrupted, and
- 2) The jack and bore gang may be used to supplement, but not supplant or replace local B&B forces.

Section 13 - Environmental Issues

No issues

Section 14 - Notice

No issues

Section 15 - Preservation Of Headquartered And Floating District B&B Positions

No issues

Section 16 – Cancellation of this Agreement

No issues

Section 17 - Effect Of This Agreement

No issues