

April 11, 2013

Re: Agreed to Questions & Answers  
to February 29, 2012 Agreement

Mr. D. R. Albers, General Chairman  
Allied Federation  
111 Imperial Blvd., C-300  
Hendersonville, TN 37075

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

Mr. Dale E. Bogart, Jr., General Chairman  
Northeastern System Federation  
3321 B Vestal Parkway East  
Vestal, NY 13850

Mr. T. J. Nemeth, General Chairman  
Consolidated Rail System Federation  
58 Grande Lake Drive, Suite 2  
Port Clinton, OH 43452

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
421 North 7th Street, Suite 299  
Philadelphia, PA 19123

Gentlemen:

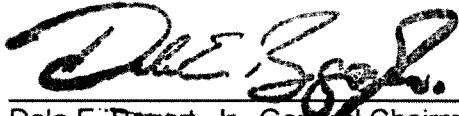
The attached represents the parties mutually agreed upon Questions and Answers regarding the interpretation and application of Agreement signed February 29, 2012.

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

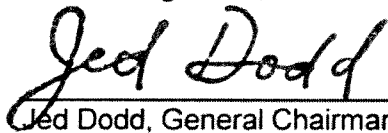
FOR THE ORGANIZATION:



Dennis Albers, General Chairman



Dale E. Bogart, Jr., General Chairman

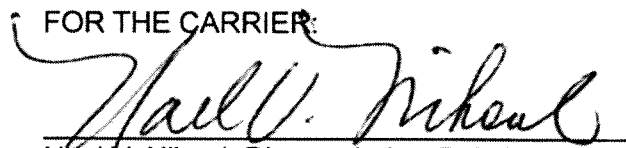


Jed Dodd, General Chairman

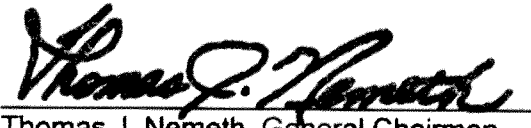


T. R. McCoy, Jr., General Chairman

FOR THE CARRIER:



Noel V. Nihoul, Director Labor Relations



Thomas J. Nemeth, General Chairman

AGREED:



R. Cook, Vice President

**Agreed to Questions and Answers**  
**Concerning the**  
**Interpretation and Application of**  
**Agreement signed February 29, 2012**

**Seniority – Bidding/Displacing:**

1. Question

What does the Agreement signed February 29, 2012 provide with respect to assignments and displacements?

Answer

A. Paragraph C of the Seniority section of the Agreement signed February 29, 2012 provides as follows:

“C. Seniority shall control in the assignment of all positions and displacements without regard to prior qualification except that employees who have not been previously qualified shall not be permitted to displace on the machines identified in lines 1-5 of memorandum of Agreement 6018-12 CSXT, i.e. the Dyna CATs, CAT 2X, CAT 09s, Rubber Tired Cranes (such as Grove/Gallion/Pettibone), Tie Inserters and Removers (such as TKOs/TRIPP/TR10s) and Combination Cribber/Adzers. While employees who have not previously qualified on these machines will not be permitted to displace (bump) on these machines, they will be entitled to bid to position on these machines and establish qualifications.”

2. Question

If a position requires a Federal Railroad Administration (FRA) certification, is the employee required to possess a valid and appropriate certification prior to bidding on or displacing to that position?

Answer

No; however, all employees hired on or after January 1, 2013, will be required to have a minimum of one-year of service in order to bid or displace to a position that requires an FRA certification.

3. Question

If there is an appropriate class at the REDI Center, how do we get employees in during their 30-day training period?

Answer

The Engineering Department currently controls the request to produce an advertisement and award for training classes when available. Scheduling is done under its protocol and should follow Agreement requirements based on seniority.

**Department Bid and Hold:**

4. Question

Under the "Department bid and hold" section, which employees are obligated to maintain the 12-month restricted period in a particular department?

Answer

The 12-month hold only applies to employees who bid on and are assigned to a position in a department other than the one they are currently assigned to at the time of the award. As an example, on August 1, 2012, an employee in the track department bids to and is awarded a position in the bridge department. This employee is subject to the 12-month departmental hold in the bridge department, except as described in Q&A 5 below.

5. Question

What happens if an employee is under the "Department bid and hold," and loses his job due to displacement or abolishment, and can no longer hold any job in that department?

Answer

Once an employee has bid from a position in one department to a position in another department, the 12-month department bid and hold prohibits that employee from bidding or bumping to another department except when the employee does not have sufficient seniority to obtain a position in the restricted department with an equal or greater hourly rate of pay that is: (a) floating; or (b) headquartered within 60 miles of the employee's residence. Under such circumstances, the 12-month department bid and hold shall not apply and the employee may exercise seniority to obtain a position in a department other than the department to which currently assigned; however, the original 12-month Department bid and hold will remain attached to the employee. The employee must then remain in that position until: (1) that position is abolished; (2) the employee is displaced from that position by a senior employee; (3) the employee bids or bumps to a higher rated position in the temporary department while still unable to obtain a position with equal or greater pay in the original department; (4) the attached 12-month

department bid and hold expires; or (5) the employee bids or bumps to return to a position in the department in which the 12-month bid and hold applied.

Example – Employee Jones bids from a Track Department position to a B&B Department position and thereby becomes subject to a 12-month hold in the B&B Department. If Employee Jones' B&B position was abolished and he could not obtain a B&B position with an equal or greater hourly rate that is: (a) floating; or (b) headquartered within 60 miles of his residence, he would be free to exercise his seniority to obtain a position in another department (e.g. Track or Welding). If Employee Jones then obtained a Trackman position, he would be required to remain in that position until: (1) the Trackman position was abolished; (2) Jones is displaced from the Trackman position by a senior employee; (3) Jones bids or bumps to a higher rated position in the Track Department because he still cannot hold a position of equal or greater pay in the B&B Department; (4) the initial 12-month B&B Department bid and hold expires; or (5) Jones bids or bumps to return to a position in the B&B Department.

#### 6. Question

If an employee who is not currently subject to the 12-month Department bid and hold is furloughed and then bids from furlough status to a position in another department, will that employee be subject to the 12-month department bid and hold?

#### Answer

No, the "Department bid and hold" only attaches when an employee bids to and is awarded a position in "a department other than the department to which currently assigned". A furloughed employee is not considered currently assigned to a department for the purposes of this provision.

### **Disqualification:**

#### 7. Question

Must the Carrier provide a full 30 days of training prior to disqualification?

#### Answer

Reasonable efforts should be made to give the employee 30 days of equal and fair training; however, if the employee fails to show sufficient aptitude to qualify, or would cause danger to himself, his coworkers, or the public, the employee need not be given the full 30-day period.

8. Question

If an employee is disqualified during the initial 30-day qualifying period, is he disqualified from a specific position or all positions within that classification (i.e. backhoe operator vs. machine operator)?

Answer

When an employee is disqualified from a position, that employee is disqualified from all positions with similar skills or qualifications for a period of six months from the date first assigned. For example:

- a. If an employee is disqualified from a backhoe operator position, that employee is disqualified from all positions with similar skills or qualifications, but not all positions in the Machine Operator classification;
- b. If an employee is disqualified from a CAT09 tamper operator position, that employee is disqualified from all positions with similar skills or qualifications (other CAT09 positions), but not necessarily all tamper operator positions (i.e. a 6700 or MARK III) because of the significant differences between machines.

9. Question

How will employees be notified of the disqualification during their 30-day qualifying period?

Answer

The employee should be notified of the disqualification in writing within the 30-day qualifying period. However, if written notification is not practicable at the time, oral notification may be given to the employee, but written notification must promptly follow. The written notification must reference the time and date of the conversation with the employee and state the reasons for the disqualification.

The time period for any contractual rights related to the disqualification (e.g., displacement rights, unjust treatment hearing, demonstration of qualifications, etc.) will begin when the employee is first notified of the disqualification, regardless of whether notice is oral or written.

10. Question

How may an employee challenge a disqualification that occurs during the 30-day qualifying period?

Answer

An employee who is disqualified during the 30-day qualification period may either request an unjust treatment hearing, or elect to invoke the procedures set forth in Rule 3, Section 2; however, an employee may not pursue both options. In either event, the employee must make the request, in writing, within 10-days from the first notice of disqualification.

11. Question

If an employee is disqualified from a position during the initial 30-day qualifying period, may he immediately bid or displace to a similar position?

Answer

No, an employee who is disqualified from a position may not bid or displace to a similar position for six months after the date the employee was first assigned to the position from which he was disqualified.

12. Question

Does the Carrier still have the right to disqualify an employee upon observing lack of skill after he has been deemed qualified?

Answer

Yes, Side Letter No. 31 would apply.

13. Question

Do employees have the right to disqualify themselves?

Answer

No.

14. Question

Does the 30-day qualifying period supersede the 45-day qualifying period currently in place for SPG's?

Answer

No, the 45-day period for SPGs has not been modified.