

CENTRALIZED TRAIN DISPATCHING CENTER

AGREEMENT

Between

CSX TRANSPORTATION, INC.

and its

Employees represented by the

**AMERICAN TRAIN DISPATCHERS
ASSOCIATION**

Rates of Pay Effective – July 1, 2006

Codified – February 1, 2007

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ARTICLE 1 SCOPE

(a) **Scope**

The term “Train Dispatcher” as used herein shall include Chief, Assistant Chief, Trick, Relief, Dispatcher Development Coordinator, Network Assistant Chief and Extra Dispatchers. It is agreed that one Chief Dispatcher in each dispatching office shall be excepted from the provisions of this agreement except as otherwise agreed between the parties signatory hereto.

NOTE: Permanent appointment to the position of Excepted Chief Dispatcher shall be made from the ranks of Train Dispatchers by selection.

(b) **Definitions**

1. Chief Train Dispatchers
Night Chief Dispatchers
Assistant Chief Train Dispatchers

These classes shall include positions in which it is the duty of incumbents to be responsible for the movement of trains on a Division or other assigned territory, involving the supervision of Train Dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment incident thereto; and to perform related work.

2. Trick Train Dispatchers
Relief Train Dispatchers
Extra Train Dispatchers¹

These classes shall include positions in which it is the duty of incumbents to be primarily responsible for the movement of trains by train orders, or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto; and to perform related work.

3. Train Dispatcher Trainee

This class includes positions in which it is the duty of incumbents to be primarily responsible for learning the skills required for the movement of trains by train orders, or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto; and perform related work. The trainee must satisfactorily complete the CSX Train Dispatching Class.

¹ Extra Train Dispatchers are CSXT employees who maintain a current position in a primary craft other than train dispatching. These employees may be held off their position in said craft to perform train dispatching service pursuant to the Order of Call. Extra Train Dispatchers may bid or be assigned to regular ATDA positions in seniority order as the needs of service dictate.

4. Assistant Chief Network Operations

A three (3) position assignment for an Assistant Chief Train Dispatcher who is responsible for filling vacancies and supervising Train Dispatchers, posting vacancies, bulletins and notices to all Train Dispatchers' assignments, vacations and workforce management. This employee also assists in maintaining Train Dispatcher records including payroll hours, Hours of Service records, claims, grievances and other administrative duties as may be assigned by the Network Chief Train Dispatcher.

NOTE: These definitions shall not operate to restrict the performance of work as between the respective classes herein defined, but the duties of these classes may not be performed by officers or other employees. The compensation of employees performing the work of two or more of the classes herein defined shall be that of the highest rated class of work which they perform.

5. Dispatcher Development Coordinator

A single position for an Assistant Chief Train Dispatcher whose primary duty is to mentor and assess the ability of Train Dispatcher Trainees in order to expedite their integration into the workforce, coordinate placement of trainees with instructors, oversee training of experienced Train Dispatchers and other administrative duties associated with training.

(c) Classification

Where payroll classification does not conform to the foregoing sections, anyone performing service specified therein shall be reclassified in accordance therewith.

(d) Traffic Control System (TCS) Installation

All TCS machines in service at present and installed in the future will be manned and operated by Train Dispatchers when the control board is located in offices where Train Dispatchers are employed. The Train Dispatcher is primarily responsible for the movement of trains and when the control board is not located in office where Train Dispatchers are employed and the T.C.S. machine is manned and operated by other employees, train movements in that territory shall be by or under the direction, supervision and control of the Train Dispatcher.

ARTICLE 2 COMPENSATION

(a) **Basis of Employment**

Train Dispatchers shall be monthly rated employees, but the monthly compensation shall be computed on a daily basis.

(b) **Determining Daily and Hourly Rates**

The daily rate shall be determined by multiplying the monthly rate by twelve (12) and dividing the result by two hundred sixty-one (261). The straight time hourly rate for monthly rated employees shall be determined by dividing the daily rate by eight (8).

(c) **Rates of Pay**

The rates of pay of Train Dispatchers in effect on the effective date of this Agreement, including cost-of-living adjustments, is set forth in the table shown in Appendix 1.

NOTE: Employees used to perform service in place of an Excepted Chief Train Dispatcher shall be compensated at the rate set forth in Appendix 1.

(d) **Future Wage Adjustments**

Future wage adjustments expressed in cents per hour, so long as Article 3 of the Agreement of March 25, 1949 remains in effect, shall continue to be made on the basis of two hundred (200) hours per month.

(e) **Service Requirements**

It is recognized that a Dispatcher is entitled to the opportunity to eat during his tour of duty. If a Dispatcher is not able to eat, through no fault of his own, between the beginning of the third hour and the end of the sixth hour of his tour of duty, he will receive \$1.50 in addition to all other compensation. The amount of this extra payment is not subject to increase because of future wage adjustments or cost-of-living allowances. An employee who is not able to eat during the prescribed period shall notify the designated Carrier official at the end of his duty tour. If the prescribed payment is not allowed, claims may be progressed under the normal grievance procedure.

NOTE: It is understood that this rule does not provide an employee an "uninterrupted" opportunity to eat.

(f) **Off-Assignment Work**

A Train Dispatcher holding a regular assignment who is required to fill an assignment other than that obtained in the exercise of seniority shall be compensated at one and one-half (1-1/2) times the rate applicable to the assignment filled, except positions filled in accordance with Article 5(i) Fourth, paragraphs (a) and (b).

Employees so used will be paid for not less than the number of days for which they would have received pay had they worked their own assignment. Any additional days due under this Section (f) will be paid for at the straight time rate of the employee's own assignment.

(g) **Loss of Time Changing Positions**

Loss of time in exercising seniority rights shall not be paid for unless such loss of time is unavoidable and the exercising of seniority is necessary by reason of changes instituted by the Company, in which case Train Dispatchers will be paid for not less than the same number of days they would have worked in the month in which a change occurs.

**ARTICLE 3
HOURS OF SERVICE, OVERTIME CALLS**

(a) **Hours of Service**

Eight (8) consecutive hours shall constitute a day's work for Train Dispatchers.

(b) **Overtime**

Time worked in excess of eight (8) hours on any day, exclusive of the time required to make transfer, will be considered overtime and shall be paid for at the rate of time and one-half on the minute basis. The phrase "on any day" is interpreted as the twenty-four (24) hours succeeding the commencement of an assignment.

(c) **Transfer Time**

The term "time required to make transfer" as used in Article 3(b) includes the time it is necessary for the Train Dispatcher who is being relieved to turn over to the relieving Train Dispatcher the information necessary to permit the relieving Train Dispatcher to fully and completely begin dispatcher service on the trick to which he is assigned. A Train Dispatcher who is required to remain in charge during the time transfer is being made will not be considered as having accrued overtime. Except to the extent provided herein

with respect to transfer time, a Train Dispatcher required to remain on duty after the expiration of his tour of duty will be paid for such time as overtime.

(d) **Service During Unassigned Hours**

A regularly assigned Train Dispatcher who is required to perform service either before or after the hours of his regular assignment, but not continuous therewith, shall be paid therefor at rate of time and one-half with a minimum of three (3) hours for two (2) hours' work or less and, if held on duty in excess of two (2) hours, at rate of time and one-half on the minute basis.

(e) **Called But Not Used**

A Train Dispatcher called and/or required to report for duty and not used shall be compensated three (3) hours at the pro rata rate of pay applicable to the position called to work.

(f) **Called and Used**

Extra Train Dispatchers reporting and performing service will be paid not less than eight (8) straight time hours and may be held for duty eight (8) hours.

(g) **Starting Time of Positions**

When three consecutive shifts are worked covering the twenty-four (24) hour period none of such shifts will start or end between the hours of 1:00 a.m. and 6:00 a.m.

ARTICLE 4 REST DAYS

(a) **Rest Days**

Each regularly assigned Train Dispatcher will be entitled and required to take two (2) regularly assigned days off per week as rest days, except when unavoidable emergency prevents furnishing relief. Such rest days shall be consecutive to the fullest extent possible. Non-consecutive rest days may be assigned only in instances where consecutive rest days would necessitate working a Train Dispatcher in excess of five (5) days per week. Extra Train Dispatchers will be relieved from Train Dispatcher service for a period of two (2) days for rest day purposes after they have performed five (5) consecutive days' work as Train Dispatcher.

(b) Service on Rest Days

1. Regularly assigned Train Dispatchers who are required to perform service on rest days assigned to their position will be paid at rate of time and one-half the daily rate for service performed on either or both of such rest days.

2. Extra Train Dispatchers who are required to work as Train Dispatchers in excess of five (5) consecutive days shall be paid one and one-half times the basic straight time daily rate for work on either or both the sixth or seventh days, but shall not have the right to claim work on such sixth or seventh days except to prevent a junior Extra Dispatcher working the sixth or seventh day within a seven (7) day period. The term "sixth or seventh day" as used herein shall be the sixth or seventh calendar days following such five (5) consecutive days' service.

(c) Definition of Rest Days

The term "rest days" as used in this Agreement means the number of hours shown below shall elapse between the time required to report on the day preceding the rest day or days and the time required to report following the rest day or days. These definitions of the term "rest day" will not apply in case of transfers or account Train Dispatchers exercising seniority.

	<u>2 Consecutive Days Off</u>	<u>1 Day Off (Not Consecutive)</u>
Regularly Assigned Train Dispatchers/ other than Relief Train Dispatchers	72 hours	48 hours
Relief Train Dispatchers	56 hours	32 hours

(d) Relief Requirements

Each Train Dispatcher's position (including Excepted Chief Dispatcher's position) shall be considered a "relief requirement" as referred to in this Article, except as outlined below:

1. The Carrier may split presently established positions and establish additional five (5) day positions to divide the territories or work of those presently established positions. These additional positions may be bulletined as five (5) day positions as needed. Five (5) day positions established pursuant to this provision will not, except as provided in Number 2 below, be established for the purpose of, or result in, abolishing or supplanting presently established seven (7) day positions.

2. In the event Carrier desires to establish five (5) day positions which would result in the abolishment or supplanting of presently established seven (7) day positions, a notice of such intent will be filed with the General Chairman. The notice will state the reasons necessitating the change. Reasons may include, but are not limited to, a measurable decrease in territory, a decrease in the number of trains, in the number of train sheets, number of radio or telephone circuits, or decrease in business across the territory.

3. After the notice is filed, the General Chairman and a designated officer of the Carrier shall meet within ten (10) days to discuss the implementation of the Carrier's notice. If the matter remains unresolved, it will be handled in accordance with Sections 6 through 11 of the 37/79 National Agreement [Appendix 5]. Should the Carrier initiate the aforementioned procedure, all positions identified in the Carrier's notice will remain unchanged and shall be unaffected until the parties mutually agree to disposition of the notice, or the 37/79 Joint Committee recommendations are rendered which finally resolve the matter.

(e) Change in Rest Days

When necessity arises to change the rest days of a position, five (5) days' notice shall be given to the employees affected. Train Dispatchers who elect to remain on a position after its rest days are changed will be paid time and one-half for any days worked in excess of five and will be paid not less than the amount they could have earned in the month in which such change is made had the rest days not been changed.

(f) Regular Relief Service

Where relief requirements regularly necessitate four (4) or more days of relief service per week Relief Dispatchers shall be employed and paid the daily rate of each Dispatcher relieved and when not engaged in train dispatching service will be assigned to other service and paid therefor not less than the rate of Trick Train Dispatcher.

(g) Combining Territory for Relief

The combining of territory, duties or responsibilities, or the blanking of positions to avoid using Relief or Extra Train Dispatchers to provide relief on rest days for established positions will not be permitted, except by agreement between the parties hereto.

ARTICLE 5 SENIORITY

(a) Seniority Datum

Seniority standing of Train Dispatchers as agreed upon and in effect on the date of this agreement shall not be changed.

Train Dispatchers who do not have seniority standing as such on the effective date of this agreement and those entering train dispatching service thereafter will not acquire a seniority date as Train Dispatcher until they have performed an aggregate of thirty (30) days' compensated train dispatching service within a period of eighteen (18) consecutive months, whereupon, if accepted, their seniority will begin as of the first day they performed compensated service as Train Dispatcher within the said eighteen (18) months period.

Seniority limits will extend to all Train Dispatcher positions in the Centralized Train Dispatching Office at Jacksonville, Florida.

(b) Seniority Rosters

A seniority roster showing the names, seniority dates, standing, and position held of all those entitled to hold seniority as Train Dispatcher under these rules shall be issued by the Company for each seniority territory and revised and posted during January of each year. Rosters shall be kept on file in the respective dispatching offices open to the inspection of all concerned, and be subject to correction upon proof of error if protest in writing is made within sixty (60) days from date of first posting upon which such entry appears. In case a Train Dispatcher is off sick or injured or on leave of absence at the time roster is posted, he will have sixty (60) days from date of his return to make his protest. If an employee is entirely omitted from the roster in error, he may be restored to the roster by agreement between the Company and the General Chairman. Copies of all rosters shall be furnished the Office Chairman and the General Chairman.

(c) Exercise of Seniority

A Train Dispatcher may exercise seniority rights only when:

1. His position is abolished.
2. Displaced by a senior Train Dispatcher.
3. Permanent or long-term temporary vacancies occur or new positions are established and bulletined in accordance with the provisions of Article 6(a) or temporary vacancies exist as provided by Article 6(b).
4. Additional territory, except de minimis additions/deletions and excluding interlocking territory already encompassed in the

territory, is added to, or reduced from, the assignment, or the method of dispatching is changed to the extent that a form of dispatching not currently used on a territory is added to that territory.

NOTE: Prior to making changes in territory, including additions or deletions of trackage, a conference will be arranged between the General Chairman and appropriate Carrier officer to discuss the changes. If a disagreement or dispute arises in connection with the proposed changes, a prompt conference will be arranged between the General Chairman and the Director of Labor Relations to resolve the issue of the exercise of seniority. If not resolved at this level, the dispute will be handled under Article 13 - Claims and Grievances.

5. There is a change of more than one hour in the starting time of his position.
6. When the regularly assigned rest days of a position are changed, seniority may be exercised either to or from the position affected.
7. By the assigned Relief Train Dispatcher affected when there is a change in the number of first, second, or third tricks for his assignment or a change in the compensation of such relief assignments.
8. Returning to train dispatching service from a position referred to in Article 8(a) or returning from leave of absence as provided in Article 8(c).

(d) Time Limit to Exercise Seniority

A Train Dispatcher entitled to exercise seniority under the provisions of this article shall do so within three (3) days after the effective date of changes referred to herein, except as otherwise provided by Article 8(a), and shall give not less than eight (8) hours' advance notice to the proper officer before the starting time of the position on which displacing; provided, however, if prevented by illness, vacation, jury duty, or leave of absence, seniority must be exercised within three (3) days thereafter; provided, further such three (3) day period may be extended by the time necessary to qualify on the position on which displacing. Failure to exercise seniority within the time limit herein prescribed shall result in the Train Dispatcher being immediately placed on a Guaranteed Assigned Train Dispatchers' Board designated by the Carrier, with right to bid on subsequently bulletined positions. When a junior Train Dispatcher is displaced, the displacement shall not be considered accomplished until the senior Train Dispatcher exercising seniority physically occupies the involved position. The incumbent Train Dispatcher is considered to have physically occupied a position when he performs service unassisted and no further training is needed to be qualified on the position, subsequent to the exercise of seniority.

(e) **Filling Positions**

In filling positions of Train Dispatchers covered by this agreement, fitness and ability being sufficient, seniority shall govern.

(f) **Waiving of Rights**

The waiving of rights to any vacancy will not cause forfeiture of seniority rights to subsequent vacancies.

(g) **Forfeiture of Seniority**

Failure to perform service as a Train Dispatcher during a period of ninety (90) consecutive days will cause forfeiture of seniority except when non-performance is due to lack of work, or sickness, or as otherwise provided in these rules. A Train Dispatcher who voluntarily relinquishes his position as Train Dispatcher shall forfeit his seniority, except as provided in Article 8.

(h) **Extra Work**

1. Train Dispatcher extra lists shall be maintained by the Company in sufficient number to provide adequate relief for vacations, sickness, casual extra work, etc. When an Extra Train Dispatcher is needed and no Guaranteed Assigned Train Dispatchers are available, the senior, qualified available Extra Train Dispatcher shall be called and required to perform the service unless on leave of absence, or prevented by sickness or other justifiable reasons.

2. The senior Extra Train Dispatcher will be considered available if he can fill the vacancy without violating the Hours of Service Act, is not prevented from working by some other provision of this Agreement, and is so situated that he can get to the point where the Train Dispatchers' office is located in time to commence work at the starting time of the vacant shift. The senior Extra Train Dispatcher will be held off other work if holding him off will permit him to begin work at the regular starting time. Employees held off other work under this paragraph 2 and used in train dispatching service will be paid for not less than the number of days they would have received pay had they worked their own assignment in other service. Any additional days due under this paragraph 2 will be paid for at the straight time rate of the employee's own assignment in other service. If not held off and used to fill the vacancy, he will be paid the difference between the straight time earnings in other service and the straight time earnings of the dispatcher service for each day so held from dispatcher service and each such day shall count as a day of compensated Train Dispatcher service.

3. An Extra Train Dispatcher who is compensated for five (5) consecutive days' vacation in accordance with the provisions of Article 11 of this Agreement (or a combination of five (5) consecutive days' service and vacation as Train Dispatcher) shall be considered as having earned two (2) rest

days and will be subject to the provisions of Article 4(b) if used to perform extra work on such rest days.

4. When an Extra Train Dispatcher is observing earned vacation under the vacation rules of any agreement, he will not be considered available for work as an Extra Train Dispatcher between the first and last days, inclusive, of such vacation.

(i) **Order of Call**

When a vacancy exists for train dispatching service and there are no Train Dispatchers available at the straight time rate of pay, vacancies will be filled as follows:

First Call the regularly assigned Train Dispatcher who is on his rest day and who is regularly assigned to the position on which the vacancy occurs.

Second Call the senior regularly assigned and available Relief Train Dispatcher on his rest day, provided the position on which the vacancy occurs is a part of his regular relief assignment, and provided his use thereon will not conflict under the Hours of Service Act with his regular relief assignment on the day following his rest day.

Third Call the senior regularly assigned Train Dispatcher in the office and available on his rest day and who is qualified on the position on which the vacancy occurs, provided his use thereon will not conflict under the Hours of Service Act with his regular assignment on the day following his rest day.

NOTE: In the application of the First, Second and Third Order, only those regularly assigned Train Dispatchers who file a letter with the Excepted Chief Dispatcher that they desire to protect extra service on their rest days will be called for such service.

Fourth (a) Call the junior, available, qualified, GATD from any GATD board at straight time if the GATD incumbent complement is within 95% of the current baseline number. Refer to Side Letters #6 and #10.²

(b) Call the junior, available, qualified, regularly assigned Train Dispatcher at straight time on the same shift of the vacancy if the GATD incumbent complement is within 95% of the current baseline number. Refer to Side Letters #6 and #10.²

² See Appendices 15 and 16 for April 1, 2004 Letters of Understanding.

- (c) Call the senior, available, qualified, regularly assigned, Train Dispatcher at overtime and all subsequent rearrangements will be made in seniority order and paid at the punitive rate if the GATD incumbent complement is less than 95% of the current baseline number. Refer to Side Letters #6 and #10.³

NOTE: *It is understood that any violation of Article 5(i) First, Second and Third Orders of Call will result in a penalty payment of twelve (12) hours pay at the daily rate of the position on which the violation occurred. Any violation of Article 5(i) Fourth Order of Call will result in a penalty payment of six (6) hours pay at the daily rate of the position on which the violation occurred in addition to any other compensation received for services performed to the employee who was used to fill the vacancy and a penalty pay of four (4) hours pay to the employee who should have filled the vacancy in addition to any other compensation received for services performed.*

Fifth Call the senior qualified Extra Train Dispatcher who is available under the Hours of Service Act.

NOTE: *Except for GATD's, Train Dispatchers who do not protect any work on a console/desk (that they have previously qualified for) for a period of six (6) consecutive months may signify in writing to the Network Chief that their qualification on said console has lapsed. Management may within thirty (30) days of receipt of such notification provide the employee with at least one (1) day of refresher time or allow his qualifications on said console to lapse.*

ARTICLE 6 BULLETINING AND VACANCIES

(a) **Permanent Vacancies**

1. New positions, including Guaranteed Assigned Train Dispatcher positions, and positions which have been temporarily vacant for more than sixty (60) calendar days, or which are known will be temporarily vacant for more than sixty (60) calendar days (excluding vacation vacancies), shall be bulletined as permanent vacancies. When such permanent vacancies occur they shall be bulletined within six (6) days to all Train Dispatchers on the seniority district. The bulletins will show location, hours of assignment, weekly rest days, rate of compensation, and dispatching district, will be posted for a period of six (6) days with the date and hour the bulletin closes to be specified, and a copy of all bulletins will be furnished to the General Chairman. Applications may not be withdrawn after the bulletin closes.

³ See Appendices 15 and 16 for April 1, 2004 Letters of Understanding.

2. Application shall be made in duplicate, addressed to the officer issuing the bulletin, with copy to the Office Chairman, and shall be personally signed by the applicant.

3. Should more than one position be bulletined at the same time, Train Dispatchers may apply for any or all of them, but must indicate first, second, etc., preference and will be assigned to only one (1) position in accordance with stated preferences and respective seniority rights.

4. Assignment shall be made within six (6) days after the bulletin closes and the successful applicant will be permitted and required to be placed on the awarded position within six (6) days from the date of the bulletin awarding him the position. If not placed thereon within six (6) days, he shall be compensated in accordance with Article 2(f) until so placed. If, at the time of assignment, the successful applicant is filling a temporary vacancy in accordance with the provisions of Article 6(b), he may elect to remain on such temporary vacancy until it terminates (unless displaced) or assume his new assignment.

5. In the event there are no applicants for a position bulletined under this Article, the junior unassigned Train Dispatcher on the seniority roster will be required to accept assignment to the position, or forfeit his seniority as Train Dispatcher.

6. A regularly assigned Train Dispatcher who applies for and is awarded a bulletined position will be permitted to apply for his former position on the first bulletin resulting from his vacating such former position, but if awarded former position he will not be eligible to apply for the vacancy on the position vacated. This provision shall not limit his right to displace under the provisions of Article 5(c).

(b) Temporary Positions and Vacancies

1. A temporary position or vacancy known to be of more than five (5) workdays may be claimed by the senior qualified regularly assigned Train Dispatcher making application therefor in the office where such position or vacancy exists, or will exist, who must transfer on first date consistent with available relief (including employees available at overtime rate) and the Hours of Service Act, and remain thereon for duration of the temporary position or vacancy, unless displaced therefrom or another regular assignment is acquired pursuant to either Article 5(c) or paragraph (a) of this Article 6, and if a regular assignment is thus acquired, he may, if he so desires, remain on temporary position or vacancy until its termination. If it is later determined that such temporary position or vacancy will be of more than sixty (60) calendar days' duration (excluding vacation vacancies), it will then be assigned in accordance with paragraph (a) of this Article.

2. Upon termination of the temporary position or vacancy he may either return to the position to which he is regularly assigned or displace on another temporary position or vacancy with more than five (5) workdays remaining to which his seniority entitles him. Before returning to his regular assignment or displacing on another temporary position or vacancy such Train Dispatcher shall observe the rest days, if due, of the temporary position or vacancy which has terminated except that if he lost one day in transferring to such temporary position or vacancy because of the Hours of Service Act he may return to his regular assignment or displace on another temporary position or vacancy on the second rest day.

3. The Company will not be responsible for any loss of time by the Train Dispatcher thus exercising his seniority in going to or coming from a temporary position or vacancy, nor for any loss occasioned thereby to any other Train Dispatcher.

NOTE: Chief Dispatcher will post notice in Train Dispatcher's office when it is known a temporary position or vacancy will exist. Seventy-two (72) hours shall elapse from the time notice of such temporary position or vacancy is posted before awarding it to the senior applicant, unless it is definitely determined before the expiration of 72 hours that the senior Train Dispatcher who may desire the position or vacancy has applied therefor.

4. Employees not placed on temporary vacancies within the time specified in Article 6(b) above will be compensated in accordance with Article 2(f).

5. The Company shall have the right of selection in filling temporary vacancies on Excepted Chief Train Dispatcher positions.

(c) Assistant Chief Dispatcher Selection and Assignment Process

1(a) Permanent positions of Assistant Chief Train Dispatcher will be bulletined in accordance with paragraph (a) of this Article 6 and filled from the ranks of active Train Dispatchers. Assignment will be made on the basis of seniority to those Train Dispatchers currently assigned as Assistant Chief Train Dispatchers, or who have been regularly assigned as an Assistant Chief Train Dispatcher in the past. In the event no presently qualified Assistant Chief Train Dispatcher (ACTD) applies for the vacancy, the Carrier may select the applicant it judges to be best qualified to fill the position giving due regard to ability and seniority, providing:

1. the successful applicant has at least three (3) years of active train dispatching experience.
2. no Train Dispatcher's application for an ACTD position shall be rejected by the Carrier wherein such rejection would result in said

Dispatcher being denied the right to occupy a regularly assigned ACTD or Train Dispatcher's position due to lack of sufficient seniority to hold another Train Dispatcher assignment.

1(b) In the event that all applications received for an ACTD position are from Train Dispatchers with less than three (3) years active train dispatching service, the Carrier may select the applicant it judges to be the best qualified to fill the position giving due regard to ability and seniority.

2. Any senior employee filing application for an ACTD position and not so assigned may request an unjust treatment hearing pursuant to Article 12(n).

(a) It is agreed that in cases where an employee requests an unjust treatment hearing as provided above, the Carrier assumes the burden of proving the selected employee was best qualified for the ACTD position which was denied to the complainant.

(b) Appeal of matters arising out of an allegation of unjust treatment in the application of this provision will be handled on an expedited basis.

1. Appeals taken as provided above may be made directly to the Carrier's highest designated officer to handle discipline appeals. Appeals must be made within fifteen (15) days from the date a decision is rendered on the unjust treatment hearing. A conference on the appeal will occur as soon as possible but not later than fifteen (15) days after the date of the initial appeal. A decision on the appeal must be rendered by the Carrier within fifteen (15) days after the date of the conference. Should the matter remain unresolved, it may be referred by either party to Board pursuant to Section 3 of the Railway Labor Act, as amended.

NOTE: It is recognized that notwithstanding the above, either the involved employee or the organization acting on behalf of the involved employee may file a monetary claim in connection with the Carrier's alleged improper assignment of an ACTD position; however, the monetary claim must be part of the original claim filed in connection with the alleged improper assignment. In the event the case is progressed to arbitration, the Arbitrator's decision shall be limited to a determination that the employee selected was the best qualified. Should the Arbitrator rule that the employee selected was not the best qualified, the decision will specify what monetary reparation is due, if any.

3. ACTD positions which are advertised and for which no bids are received will be awarded in accordance with Article 6(a), Section 5, if there is no unassigned Train Dispatcher, the junior Guaranteed Assigned Train Dispatcher will be assigned.

NOTE: In the application of this provision, assignment will first be made to the senior unassigned Train Dispatcher with three (3) years of active train dispatching experience, or second to the junior Guaranteed Assigned Train Dispatcher with three (3) years active train dispatching experience, prior to assigning an unassigned Train Dispatcher with less than three (3) years active train dispatching experience.

4. Except in cases of disqualification from Trick Dispatcher service, displacement rights pursuant to Article 5(c) are limited as follows:

- (a) Employees who are entitled to an exercise of seniority under the terms of Article 5(c) and desire to exercise their seniority to an ACTD position must file written application with designated officer.**
- (b) The designated officer receiving the application will notify the applicant in writing within three (3) calendar days if the application is accepted or rejected. In the event such response is a rejection, the officer must state the reason for the rejection. In the absence of such notification, the application will be considered as accepted.**

5. Incumbents on Assistant Chief Dispatcher positions prior to February 20, 1997 and Train Dispatchers previously regularly assigned as Assistant Chief Dispatchers, will not be subject to the provisions outlined herein; however, future Assistant Chief Dispatcher positions and vacancies on existing Assistant Chief Dispatcher positions will be filled in accordance with these provisions when Train Dispatchers who have not previously worked as an Assistant Chief Train Dispatcher make application. GATD's qualified to perform relief service on ACTD positions and regular relief assignments performing service on ACTD positions for less than five (5) consecutive days are also excluded from the terms of this Agreement.

6. Incumbents of Assistant Chief Dispatcher positions will continue to work under the purview of this Agreement, but will not be subject to displacement except by other qualified Assistant Chief Dispatchers as a result of job abolishment or consolidation of positions, or in accordance with paragraph 4.

ARTICLE 7 ABOLISHMENT NOTICES

(a) Notice of Force Reduction

Not less than five (5) working days' notice shall be given the Train Dispatchers affected and the General Chairman before abolishment of a permanent position. The provisions of Articles 7(b) and 7(c) shall constitute an exception to such requirement.

(b) Emergency Conditions

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 Article 7(c), 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) Labor Disputes

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.

**ARTICLE 8
LEAVE OF ABSENCE**

(a) Official or Excepted Positions

Train Dispatchers holding seniority rights under this Agreement who are now filling, or who may hereafter accept Excepted Chief Dispatcher or official positions with the Company or its subsidiaries and affiliates, will retain and accumulate seniority subject to the provisions of Appendix 7. If demoted for cause other than disqualification, or if they relinquish such position of their own volition, they may, within thirty (30) days, unless prevented by physical disability, return to the Train Dispatchers' extra list with rights unimpaired. If returning from an official or excepted position for any other reason, they shall be governed by provisions of Article 8(c) except they shall have thirty (30) days within which to act after their return, unless prevented by physical disability.

NOTE: The term "official positions" as used in this Article is not intended necessarily to follow that designation as used in Ex Parte 72. If there is question in any case as to whether the position to which the Train Dispatcher is going is covered by the "official position" terminology as used in this Article, there will be agreement

in the individual cases between the General Chairman and highest designated Company officer.

(b) Leave of Absence

1. Except for physical disability, or as provided in paragraph 4 of this section, a Train Dispatcher may, if in the judgment of the proper officer and conditions permit, be granted a leave of absence in writing, with a copy to the General Chairman, limited to six (6) months in any twelve (12) consecutive months, without loss of seniority. Leave of absence in excess of six (6) months may be granted only by agreement between the proper Company Officer and the General Chairman.

2. A Train Dispatcher who fails to report for duty at the expiration of leave of absence shall forfeit his seniority, except that when failure to report on time is the result of unavoidable delay, the leave may be extended to include such delay by agreement between the proper Company Officer and General Chairman.

3. The arbitrary refusal of a reasonable amount of leave of absence to Train Dispatchers when they can be spared, or failure to handle promptly cases involving sickness or business matter of serious importance to the employees, is an improper practice and may be handled as unjust treatment under this Agreement.

4. Train Dispatchers accepting service with Association of American Railroads, Railroad Retirement Board, National Railroad Adjustment Board, American Train Dispatchers Association, National Mediation Board, Surface Transportation Board, Federal Railroad Administration, and National Transportation Safety Board, and Train Dispatchers elected to public office, shall be considered on leave of absence, retaining their employment relationship with the Company, including their seniority rights and rank, during the term of such employment and may assert their seniority rights as provided for in Article 8(c), except they shall have thirty (30) days after release from such employment unless prevented by physical disability.

5. Train Dispatchers who retire under the disability provisions of the Railroad Retirement Act will be considered as on leave of absence and their positions will be bulletined and filled as provided in Article 6(a). Bulletins advertising such vacancies will show vacancy caused by "disability retirement." Should such employees later return to service, they will return under the provisions of Article 8(c).

(c) Reporting After Absence

1. A Train Dispatcher returning from temporary absence such as leave of absence, vacation, sickness, suspension, jury duty, etc., may return to his former position, or may upon return or within five (5) days thereafter exercise

seniority rights to any position bulletined during such absence. If the former position has been abolished, or if a senior employee has exercised displacement rights thereon, the Train Dispatcher covered by this section may then exercise seniority rights under Article 5(c). He may also, seniority permitting, exercise displacement rights to acquire a temporary vacancy which has arisen during his absence; however, he must first advise which position he is selecting as his own regularly assigned position, if other than his former position, but he need not physically occupy such regularly assigned position before occupying the temporary vacancy. The Train Dispatcher displaced as a result of a Train Dispatcher returning from such temporary absence may exercise his seniority rights in the same manner.

(a) The provisions of 8(c), paragraph 1 hereinabove do not apply to GATD incumbents. The provisions of Appendix 6, paragraph 8 governs them. (See Q & A).

Q. What provision of Article 8(c), paragraph 1 is considered voluntary?

A. Leave of absence, vacation, personal leave days, injury of four (4) days or less or illness of four (4) days or less in combination with other forms of time off herein and any non-system committee member on union business constitute a voluntary displacement from temporary absence.

2. A regularly assigned Train Dispatcher when returning after any indefinite absence will be required to give not less than twelve (12) hours' advance notice of his return prior to the starting time of his assignment. An Extra Train Dispatcher when returning from an indefinite absence of any duration will not be considered available for service until after the expiration of sixteen (16) hours from the time he reports unless there are no other employees available at the straight time rate.

(d) Committee Work

Train Dispatchers serving on committees representing Train Dispatchers will be relieved without unnecessary delay and furnished free transportation, if not prohibited by law, for handling matters under this Agreement.

ARTICLE 9 ATTENDING COURT, HEARINGS, ETC.

(a) Established Headquarters

Each regularly assigned Train Dispatcher will be assigned established headquarters and when required to leave such headquarters for any purpose

not otherwise covered by these rules, shall be paid necessary actual expenses in addition to regular salary.

(b) Travel Time and Expenses

1. A Train Dispatcher required to travel from one train dispatching office to another to perform service as Train Dispatcher shall be paid, on the first day so used, for the actual time traveling at the straight time rate of the position he is to fill.

2. An Extra Train Dispatcher employed in another craft or class, when called for service as a Train Dispatcher, shall be paid on the first day so used, at the straight time rate of the position on which service in such other craft or class was performed immediately prior to deadheading, for the actual time traveling from his headquarters point in other service to the train dispatching office.

3. Upon completion of the last day of Train Dispatcher service as contemplated in paragraph 1 above, or release from Train Dispatcher service as an Extra Train Dispatcher contemplated by paragraph 2 above, such employees will be allowed payment for the actual time traveling in returning to headquarters point in other service, at the straight time rate of the position last worked. Travel time payments due under this rule will be computed at the rate of two (2) minutes per mile traveled.

4. Extra Train Dispatchers, if required to travel beyond 30 miles from their headquarters point to perform service as a Train Dispatcher for more than one day, will, if they request to stay overnight, be paid for meals and either furnished lodging or pay therefore.

5. Employees traveling pursuant to the foregoing paragraphs 1, 2, and 3 shall be allowed the currently effective mileage rate for the normal travel route miles for the use of their private automobile for such traveling. If other transportation is authorized, they shall be reimbursed for the fare, if any.

(c) Attending Court and Investigation

1. A Train Dispatcher required to attend court at the request of the Company or to appear as a witness for the Company at an investigation will be allowed necessary actual expenses for transportation, meals, and lodging if required to leave his headquarters, and will be paid for actual time lost. Any fees or mileage accruing shall be assigned to the Company. If such attendance or appearance is outside his assigned working hours and no time is lost, he will be paid for the actual time consumed (including travel time, if any) at the straight time rate of the position occupied on that day. If so used on a rest day, while on vacation or on leave of absence, he will be paid at the time and one-half rate on a minute basis (including travel time, if any), with a minimum of eight (8) hours. A Train Dispatcher who appears as a principal at an

investigation and is not found at fault will be paid under this rule, except the minimum compensation for such service on a rest day, while on vacation, or on leave of absence shall be for three (3) hours instead of eight (8). A regularly assigned Train Dispatcher shall be paid at the rate of his position. Relief Train Dispatchers shall be paid at the rate of the position last worked before the investigation or court appearance.

2. The parties recognize that Train Dispatchers are on occasion required to travel long distances to attend investigations which result in the assessment of discipline against them for events occurring during their tours of duty. Such travel can involve long distances brought about by consolidation of dispatching offices over the years. While appropriate to hold such investigations at Train Dispatchers' headquarters when practicable, it is recognized that many are not because of limitations as to locations of investigations in the schedule agreements of other employees or other employees' convenience. In recognition of this situation, the parties are agreed that Train Dispatchers required to travel 125 miles or more from their headquarters to attend investigations which result in discipline against them for events occurring during their tours of duty will be reimbursed for meals and lodging and furnished transportation, or a mileage allowance in lieu thereof if the employee is authorized to use his private automobile, to the same extent that such payments are available under local rules to employees who are called as witnesses.

(d) Jury Duty

When a regularly assigned Train Dispatcher 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. An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. The number of days for which jury duty shall be paid is limited to a maximum of sixty (60) days in any calendar year.
3. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation pay.
4. When an employee is excused from railroad service account of jury duty the Company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

5. Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four (4) hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.
6. On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

NOTE: It is understood that the term "blanked" appearing in subparagraph 4 above, does not include realignment of forces or combining of positions.

(e) Rules Examinations

Train Dispatchers required to attend rules examinations will be compensated for time lost from their positions as a result of attendance. If no time lost, they will be paid for the actual time held, with a minimum of three (3) hours at pro rata rate of the position to which assigned. An Extra Train Dispatcher shall be compensated in like manner at Trick Train Dispatcher's rate. In addition hereto, when attendance requires leaving headquarters, Train Dispatchers shall be allowed traveling expenses at current rate for use of personal automobile.

(f) Training Employees

1. Train Dispatchers selected, at the option of the company, to teach or train prospective or Extra Train Dispatchers will be allowed one (1) hours' pay for each day, or part thereof, used for such teaching or training in addition to their regular pay. This allowance shall not be considered as a part of the basic rate of pay and shall not be used in computing overtime. Train Dispatchers so used will be required to keep the Chief Train Dispatcher advised on the progress of trainees they are assigned to teach or train.

2. Nothing in this Article shall be construed to obligate the Company to use employees covered by this Agreement to train prospective or regular Train Dispatchers.

**ARTICLE 10
SICK LEAVE/PERSONAL LEAVE/BEREAVEMENT**

A. SICK LEAVE

All Train Dispatchers employed by the Carrier on or before April 1, 2004, under this Collective Bargaining Agreement, will receive an annual allotment of Sick Leave beginning April 1, 2004 and renewing on January 1st of each succeeding year. It is understood that each Train Dispatcher covered under this section will receive additional Sick Leave days as set forth in paragraph 1 of this Section once the qualifying years of service have been accrued.

1. Train Dispatchers with less than ten (10) years of service⁴ are entitled to three (3) sick days at the full daily rate of pay of their current assignment at the time said days are used. Train Dispatchers with ten (10) years through fourteen (14) years of service are entitled to four (4) sick days at the full daily rate of pay of their current assignment at the time said days are used. Train Dispatchers with fifteen (15) years through nineteen (19) years of service are entitled to five (5) sick days at the full daily rate of pay of their current assignment at the time said days are used. Train Dispatchers with twenty (20) years or more of service are entitled to eight (8) sick days at the full daily rate of pay of their current assignment at the time said days are used.

2. Active Train Dispatchers will be provided a long-term disability plan to cover sickness and injury. This coverage will be provided solely at the expense of CSXT for all Train Dispatchers employed by the Carrier. No rostered Train Dispatcher will be excluded from this coverage account of any pre-existing condition.

3. CSXT will not serve any Section 6 notice under Railway Labor Act procedure to place any premium cost of this policy on the ATDA. In addition, once an insurance provider has been established to administer said coverage, CSXT cannot escape its obligation for said insurance in the event the designated insurer dissolves or becomes bankrupt. CSXT assumes the risk for such coverage in circumstances like those noted herein.

4(i) All Train Dispatchers employed by the Carrier under this collective bargaining agreement will be insured pursuant to the National Supplemental Sickness Benefit (NSSB) Plan currently provided UTU Yardmasters by the Trustmark Insurance Company. If another company provides such coverage, it will duplicate the provisions contained in the Trustmark Plan. In any event, there are agreed-to exceptions⁵ to the NSSB Plan which will apply to any company providing such insurance. Four (4) calendar days must elapse prior to initiating claims for benefits under this plan. Employees must utilize the

⁴ Years of service for qualification of sick days shall be determined by the employee's years of continuous, unbroken service with CSXT.

⁵ See Appendix 17.

ATDA supplemental sickness plan on the fifth consecutive calendar day when unable to work due to illness or injury. This plan provides 70% of the dispatcher's daily rate for one (1) year per illness or injury. The Insurance Company will require satisfactory evidence of illness or injury. It is understood that coverage is provided only in cases where the employee is medically unable to perform the core functions of a Train Dispatcher in accordance with the applicable provisions of the ATDA Supplemental Sickness Benefit Plan.

(ii) In cases involving an injury or illness necessitating thirty (30) consecutive days of total disability, CSXT will cover the wages of the four (4) calendar day waiting period involved.

Employees shall be allowed the ability to utilize any of their personal leave days from their current year allotment or from their time-off bank, to bridge the four (4) calendar day waiting period for illness or injury involving disabilities of less than thirty (30) days. Furthermore, employees also shall be allowed the ability to utilize any of their vacation days or unused sick days to bridge the four (4) calendar day waiting period for illness or injury involving disabilities of less than thirty (30) days.

5. Rostered Train Dispatchers eligible for coverage under this ATDA Supplemental Sickness Benefit Plan may, at their own expense, obtain additional supplemental sickness coverage which provides compensation for the thirty percent (30%) of earnings lost when sick or injured under the plan described hereinabove. In no case will any Train Dispatcher earn more than their daily rate while sick or injured under this plan.

6. CSXT will pay sick or injured employees seventy percent (70%) of their wages at the expiration of the four (4) calendar day waiting period in the normal payroll cycle. Any such wages paid under the ATDA Supplemental Sickness Benefit Plan will be sent directly to CSXT once the insurer initiates payments. Employees who are rejected for coverage account of insufficient grounds after exhausting the appeals process contained in the ATDA Supplemental Sickness Benefit Plan may repay such monies by returning sick days, personal leave days, or vacation days.⁶ In cases where the employee fails to arrange repayment promptly, his wages will be garnished according to the applicable state law.

7. A one-time payment to Train Dispatchers rostered prior to the date of this Agreement will be made. A sick time bank allowance (time-off bank) will be established as follows:

- Train Dispatchers with less than ten (10) years of service will be granted twelve (12) days for use as sick time;**

⁶ Any Train Dispatcher who obtains benefits from the Plan and is subsequently disqualified by the insurer is obligated to repay such funds. In the event any such employee elects not to return to work rather than repay the debt will have such monies withheld from any vacation or personal time due said employee.

- Train Dispatchers with more than ten (10) years of service and less than twenty (20) years of service, will be granted twenty-five (25) days for use as sick time;
- Train Dispatchers with more than twenty (20) years of service will be granted thirty seven (37) days for use as sick time.

It is understood that the number of days provided as a one-time sick leave allowance which are designated as sick leave days cannot be increased; however, any unused personal leave days, on-demand personal leave days, sick leave days and vacation days may be added to the bank as personal leave days. This "Time-off Bank" will be kept in a non-interest bearing account or may be contributed to the employee's 401(k) account in between December 15th and December 31st of every year, subject to federal law. This Time-off Bank will be capped at a maximum of seventy-five (75) days for Train Dispatchers with less than twenty (20) years service with the Carrier and one hundred (100) days for Train Dispatchers with twenty (20) or more years of service with the Carrier.

The sick time bank described herein will be reduced at inception by the number of sick days taken by each participating Train Dispatcher between January 1, 2004 and the date this Agreement is signed.

8. Employees, at their discretion, shall be allowed to receive payment for all or part of any unused sick days, in lieu of contributing payment for such days to the individual's 401(k) plan between December 15th and December 31st of each year or rolling over to the time-off bank. Payment for such days will be made in the usual manner established under the current 401(k) plan provisions and will be paid at the straight time rate of the last service performed and shall not be used as an offset to any guarantees. Employees, at their discretion, shall be allowed the ability to receive cash payment for unused sick days that may be made at anytime during the year acquired.

9. Employees shall be allowed the ability to utilize any of their current annual allotment of personal leave days, on-demand personal leave days or vacation days or personal leave days from their time-off bank to be used as sick days. When such personal leave days, on-demand personal leave days or vacation days are utilized as sick days, they will not be utilized within the time or approval constraints as set forth in Section B, paragraph 2, of this Article.

B. PERSONAL LEAVE

All Train Dispatchers employed by the Carrier on or before April 1, 2004, under this Collective Bargaining Agreement, will receive an annual allotment of Personal Leave beginning April 1, 2004 and renewing on January 1st of each succeeding year. It is understood that each Train Dispatcher covered under this section will receive additional Personal Leave days as set forth in

paragraph 1 of this section once the qualifying years of service have been accrued.

1. Train Dispatchers with less than ten (10) years of service⁷ are entitled to four (4) personal leave days and an additional three (3) on-demand personal leave days to be paid at the full daily rate of their current assignment at the time said days are used. Train Dispatchers with ten (10) years through fourteen (14) years of service are entitled to seven (7) personal leave days and four (4) on-demand personal leave days to be paid at the full daily rate of their current assignment at the time said days are used. Train Dispatchers with fifteen (15) years through nineteen (19) years of service are entitled to ten (10) personal leave days and five (5) on-demand personal leave days to be paid at the full daily rate of their current assignment at the time said days are used. Train Dispatchers with twenty (20) years or more of service are entitled to fifteen (15) personal leave days and seven (7) on-demand personal leave days to be paid at the full daily rate of their current assignment at the time said days are used.

2. Personal leave may be granted upon no more than ninety-six (96) hours nor less than forty-eight (48) hours advance request to a designated Carrier officer. Personal leave days shall be granted consistent with the requirements of the service and with not less than twenty-four (24) hours notice of approval to the employee. In the event that the designated Carrier officer is not able to grant all such timely requests for a particular day, requests will be granted in seniority order. The Carrier has the option of granting personal leave days with less than forty-eight (48) hours notice. Personal leave days will be administered consistent with the current Network Operations Center practice to allow personal leave days even if an overtime call is generated to fill the vacancies created.

3. On-demand personal leave days will be administered in the same manner as personal leave days except such days must be granted so long as no Hours of Service violations result. Employees whose requests for on-demand personal leave days are denied will be granted a penalty day payment of eight (8) hours at the pro rata rate, in addition to all earnings received for services performed on that day and will retain the requested on-demand personal leave day if the resulting vacancy could have been covered without causing an Hours of Service violation.

4. Requests for personal leave and on-demand personal leave will not be made for dates between December 15 and January 2. Refer to Section (A)(8) and Section (B)(8) of this Article for coverage of lost days due to illness.

5. Employees, at their discretion, shall be allowed the ability to receive payment for all or part of any unused personal leave days from their

⁷ Years of service for qualification of personal leave days shall be determined by the employee's years of continuous, unbroken service with CSXT.

current year's allotment or from their time-off bank, on-demand personal leave days, sick days or unused vacation, in lieu of contributing payment for such days to the individual's 401(k) plan between December 15th and December 31st of each year or rolling over to the time-off bank. Payment for such days will be paid at the straight time rate of the last service performed and shall not be used as an offset to any guarantees. Employees, at their discretion, shall be allowed the ability to receive cash payment for unused personal leave days from their current year's allotment or from their time-off Bank, on-demand personal leave days and sick days may be made at any time.

6. Train Dispatcher Trainees rostered after April 1, 2004 will only be entitled to personal leave days once they have established seniority as a Train Dispatcher and thereafter in the following manner and will not be covered by Article 10(A)(1) or (B)(1).

<u>Years of Service</u>	<u>Number Personal Leave Days</u>
0-4 years	5 days
5-9 years	10 days
10-14 years	15 days
15 + years	20 days

7. Train Dispatchers with twenty (20) years of all service with CSXT may convert five (5) personal leave days to a scheduled week of vacation. This week is non-deferrable and must be taken prior to July 1st of the year involved. Such Dispatchers who elect not to convert personal leave days must consume five (5) personal leave days prior to July 1 of each year or convert same to cash or contribute said five (5) days to their 401(k) account or time-off bank. Payroll will effect this payment in the month of July.

8. Employees shall be allowed the ability to utilize any personal leave days from their current year's allotment or from their time-off bank, on-demand personal leave days or vacation days to be used as sick days. When such personal leave days, on-demand personal leave days or vacation days are utilized as sick days, they need not be converted within the time or approval constraints as set forth in paragraph 2 herein. It is understood that the current year's allotment of sick days must be exhausted prior to utilizing any other time off entitlements.

C. BEREAVEMENT LEAVE

Bereavement Leave is considered paid time off requested by an employee due to a death in his or her family. Paid time off for bereavement leave, vacation, and personal leave time may be used for family Bereavement Leave. Bereavement Leave will be paid at the daily rate of the last position worked.

1. Requesting Bereavement Leave

An employee must request Bereavement Leave from the Network Chief as soon as the need arises. The Network Chief will be contacted no later than twenty-four (24) hours of the scheduled funeral date or the leave will automatically be deducted from paid vacation leave.

2. Paid Time Off

For an immediate family member, four (4) workdays of paid time off shall be approved. For extended family members, up to three (3) workdays of paid time off shall be approved. Additional Bereavement Leave may be taken as personal leave or vacation time.

- Immediate Family (usually described as follows):
 - Spouse
 - Children
 - Parents
 - Siblings

- Extended Family (usually described as follows):
 - Grandparents
 - Former Spouse
 - Parents In-Law
 - Stepparents
 - Step Siblings

3. Extenuating Circumstances

Three (3) additional days of paid time off will be granted by the Network Chief if the employee is executor of the deceased's estate (as noted above) and/or travel is required.

**ARTICLE 11
VACATIONS**

SECTION 1

(a) An annual vacation of two weeks (10 working days) with pay, under the conditions set forth in Section 2, will be granted to each Dispatcher covered by the scope of this agreement who rendered compensated service on not less than 100 days during the preceding calendar year and who has more than one (1) year and less than five (5) years of continuous service⁸ with the employing

⁸ Years of service for qualification of vacation shall be determined by the employee's years of continuous, unbroken service with CSXT.

carrier and who during such period of continuous service has rendered compensated service on not less than 100 days not necessarily consecutive.

(b) An annual vacation of three weeks (15 working days) with pay, under the conditions set forth in Section 2, will be granted to each Dispatcher covered by the scope of this agreement who rendered compensated service on not less than 100 days during the preceding calendar year and who have five (5) or more years of continuous service⁹ with the employing carrier and who during such period of continuous service has rendered compensated service on not less than 100 days not necessarily consecutive.

(c) An annual vacation of four weeks (20 working days) with pay, under the conditions set forth in Section 2, will be granted to each Dispatcher covered by the scope of this agreement who rendered compensated service on not less than 100 days during the preceding calendar year and who have ten (10) or more years of continuous service⁸ with the employing carrier and who during such period of continuous service has rendered compensated service on not less than 100 days not necessarily consecutive.

(d) An annual vacation of five weeks (25 working days) with pay, under the conditions set forth in Section 2, will be granted to each Dispatcher covered by the scope of this agreement who rendered compensated service on not less than 100 days during the preceding calendar year and who has fifteen (15) or more years of continuous service⁸ with the employing carrier and who during such period of continuous service has rendered compensated service on not less than 100 days not necessarily consecutive.

(e) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier 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 by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(f) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had 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 railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in

⁹ Years of service for qualification of vacation shall be determined by the employee's years of continuous, unbroken service with CSXT.

such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Sections 1(a), 1(b), 1(c), 1(d), 1(e) or 1(f) and 1(g) hereof.

(g) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad 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 railroad 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 1(a), 1(b), 1(c) or 1(d) and 1(f) hereof.

(h) A maximum of twenty-five (25) calendar days in each qualifying year on which a dispatcher renders no services as such because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualification purposes, provided that such dispatcher was regularly assigned to a bulletined dispatcher's position at the time his absence commenced and returned as a regularly assigned dispatcher to a bulletined dispatcher's position at the termination of such absence, except that an additional ten (10) days' credit will be given for time on 70% sickness/disability to Train Dispatchers with less than ten (10) years of service, and twenty (20) days' credit for Train Dispatchers with ten (10) or more years of service

NOTE: It is understood that any wages paid under the scope of this Agreement will be considered as compensated service except the following: vacation, claims settlement other than discipline and FELA settlements.

SECTION 2

(a) (1) – When vacations are afforded.

- (i) A Dispatcher having a regular assignment will be compensated no less than the daily compensation of his/her assignment.
- (ii) A Dispatcher not having a regular assignment will be paid while on vacation on the basis of the average straight time compensation earned as a Dispatcher in the last payroll period preceding the vacation during which he performed service.

(2) – When vacations are not afforded.

If a vacation is not afforded or is deferred, payment in lieu thereof will be made not later than the first payroll period in April of the following year unless Section 2(d) is implemented, computed on the following basis:

- (i) A Dispatcher having a regular assignment will be compensated no less than the daily compensation of his/her assignment.**
- (ii) A Dispatcher not having a regular assignment will be paid in lieu of vacation on basis of the average straight time compensation earned as a Dispatcher in the last payroll period during which he performed service preceding the close of the vacation year.**

NOTES TO SECTION 2(a):

(1) Local officers of the carrier and the employees and their representatives will cooperate in arranging to meet annual vacation requirements in each office, giving due regard to business conditions, availability of a relief employee, and to the desires and preferences of Train Dispatchers in seniority order.

(2) The words “a Train Dispatcher not having a regular assignment” as used in this Section shall mean and refer to an employee who holds seniority as an extra list Train Dispatcher.

(3) No employee or his representative, or local officers of the carrier, may refuse to cooperate in arranging advance annual vacation requirements as provided in these notes. Each employee who is entitled to vacation shall take same at the time provided even though the carrier may be required to pay an employee at a penalty rate. While it is intended that such vacation time will be adhered to so far as practicable, the carrier may with penalty defer such time on one occasion only during the calendar year provided the affected employee is given advance notice of not less than ten (10) days except when emergency conditions prevent.

(4) If an employee cannot be relieved at the arranged time and such time is not deferred as provided for above, or, if so deferred and the employee cannot be relieved at that time, he will be compensated at the rate of time and one-half for working his vacation in addition to receiving his regular rate of pay.

(5) An employee shall have the opportunity to advance or defer his arranged vacation time or a portion thereof provided business conditions permit, a Train Dispatcher is available, and the carrier would not be required to fill a vacancy at the overtime rate. If the

requirements of the service cause the Dispatcher to work the advanced or deferred vacation he shall do so at the straight time rate.

(6) If a vacation is not arranged in advance and cannot be taken by an employee during that calendar year, such employee shall be compensated in lieu of vacation at the straight time rate in addition to his regular rate of pay.

(b) Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in either of such schedules.

(c) The vacation provided for in this Agreement shall be considered to have been earned when the Dispatcher has qualified under Section 1. If a Dispatcher's 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 dispatcher has qualified therefor under Section 1. If a Dispatcher 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) Train Dispatchers may carry over up to five (5) days' vacation to the following year which must be used, paid in lieu of taking or contributed to the employee's 401(k) not later than April 1, of the current year.

(e) The terms of this Article shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule of a Dispatcher's agreement, understanding or custom which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

SECTION 3

The eligibility criteria in effect on December 31, 2002 governing coverage by the Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the ATDA who hold positions as working General Chairman, working Vice General Chairman and one working Local Chairman designated by the Organization. These officials will be credited with health and welfare coverage so long as they meet the seven-day requirement currently in effect. This minimum requirement must consist of at least one day of compensated Train Dispatcher service with CSXT. Days engaged in union

business with CSXT will be considered as equivalent to a working day to meet the seven-day requirement per month for health and welfare eligibility. Such days of union business with CSXT will also be credited towards vacation eligibility.

ARTICLE 12 DISCIPLINE

(a) Investigation

An employee who has established seniority under this Agreement shall not be disciplined without cause. An employee who is charged with an offense shall be afforded a fair and impartial investigation and may be held out of service pending such investigation.

(b) Notice

Reasonable advance notice of an investigation shall be given an employee in writing and such notice shall clearly specify the precise charge.

(c) Time Investigation Held

The investigation shall be held within ten (10) days from the date charged with an offense or held from service, whichever is the earlier. No charge shall be made that involves any alleged offense of which an officer of the Company has had knowledge fifteen (15) days or more except, in cases where the employee is subject to trial in the courts, the Company may withhold making a charge on the offense for which the employee is tried until not more than fifteen (15) days after the court's determination.

(d) Witnesses and Representation

The employee shall be given a reasonable opportunity to secure the presence of necessary witnesses and representation if desired.

(e) Decision

Written decision regarding the discipline administered will be given the employee within fifteen (15) days from the date the investigation is completed. If an employee is suspended, the suspension shall date from the time taken out of service pending the investigation.

(f) Transcript

A copy of the transcript of the investigation shall be furnished the employee and his representative upon request within thirty (30) days of such request.

(g) Appeal

If the decision is not satisfactory to the employee or a representative, it may be appealed to the highest officer of the Company designated to handle such matters. The initial appeal must be made within thirty (30) days from the date of receipt of advice of the discipline administered or the date copy of the transcript is received, whichever is the later. Subsequent appeals must be made within thirty (30) days from the receipt of decision by the preceding designated officer. A decision on the appeal shall be rendered in writing within thirty (30) days of receipt of the appeal. Following decision by the Company's highest designated officer, the provision of Article 13(c) of this Agreement shall apply.

(h) Conference

Upon request by either party, a conference shall be held within thirty (30) days from receipt of appeal. If a conference is held, the thirty (30) day time limit specified in Section (g) of this Article 12 shall date from the close of conference.

(i) Exoneration

If in the final disposition of the case the decision or award is in favor of the employee, his record shall be cleared or modified in accordance with the decision or award. If suspended or dismissed, the employee shall be reinstated with all rights unimpaired and compensated for all time lost less earnings made in other employment during time out of service.

(j) Reinstatement

Except as provided in Section (i), or when an appeal under Section (g) is pending, an employee who has been dismissed will not be reinstated without agreement between the Company and the General Chairman. In all cases of reinstatement, the employee will be permitted to displace in accordance with the provisions of Article 8(c) of this Agreement unless otherwise agreed between the Company and the General Chairman.

(k) Authorized Representative

An employee may be represented at any investigation or appeal by one or more representatives, as that term is defined in Article 17 of this Agreement; however, nothing in this rule prohibits an employee from presenting his own

case personally at any investigation or appeal or an employee's right to legal counsel.

(l) **Postponements**

The time limits set forth in this Article 12 may be extended by agreement between the Company and the employee or his representative.

(m) **Waiver of Investigation**

An employee may be disciplined by reprimand or suspension without an investigation if, prior to the investigation, the employee and the appropriate officer of the Company agree in writing to the responsibility of the employee and the discipline to be imposed. Discipline imposed in accordance with this Section (m) shall be final with no right of appeal.

(n) **Unjust Treatment**

An employee who considers himself unjustly treated shall have the same right of investigation and appeal as provided herein. His grievance must be presented in writing, either directly or through his representative, to the appropriate officer of the Company within thirty (30) days from the date of the occurrence on which such grievance is based.

(o) **Order of Appeal**

The regular order of succession for the appeal of decisions rendered by an officer of the Company under this Article 12 shall be to the Director of Labor Relations.

ARTICLE 13 CLAIMS AND GRIEVANCES

(a) **Presenting Claims and Grievances**

Claims and grievances arising under the terms of this agreement, involving monetary consideration, excluding any matter connected with or arising out of dismissal or other discipline, must be presented in writing by the claimant (s) involved or their representatives in person within sixty (60) days from date of the occurrence on which the claim or grievance is based, except claims may be filed at any time for continuing violations 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 violation, if found to be such, continues. However, no monetary claim shall be retroactive for more than sixty (60) days prior to the filing thereof. The claim

will be submitted on a Form BR-500¹⁰, in duplicate, to an officer authorized by the Carrier to receipt claims. The officer will receipt one claim and return same to claimant(s) or their representatives promptly. Should any such claim or grievance be disallowed, the Operations Center shall, within sixty (60) days from the date same is received, notify the employee or his representative in writing of the reasons for such disallowance. When such claims are denied, a reason for said denial will be provided to the claimant. The denial will be delivered in person by Carrier management, and the claimant or union representative will receipt delivery of the response. 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 Company as to other similar claims or grievances.

(b) Appeals

If a disallowed claim or grievance is to be appealed, the Organization will have sixty (60) days from receipt of said denial to appeal the claim to the Highest Designated Officer authorized to receive claims, and the representative of the company shall be notified in writing of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. Unless otherwise agreed, the General Chairman and Highest Designated Officer (or their appointees) shall meet within sixty (60) days of receipt of the appeal to discuss the matter. The Highest Designated Officer will provide a written response to the General Chairman within sixty (60) days of the appeals conference.

(c) Final Disposition

In all claims involving monetary consideration, including any matter connected with or arising out of dismissal or other discipline, decision by the highest designated Company officer shall be final and binding unless within nine (9) months from the date said officer's decision is mailed to the employee or his representative such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the nine-month period herein referred to.

ARTICLE 14 NATIONALLY NEGOTIATED AGREEMENTS

The parties recognize that National Agreements remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

¹⁰ See Appendix 14

**ARTICLE 15
PHYSICAL DISQUALIFICATION**

In the event a dispute arises with respect to whether physical disqualification of a Train Dispatcher is justifiable, the dispute shall be promptly referred to a panel of two physicians, one selected by the Train Dispatcher and one selected by the Company, who shall attempt to reach agreement as to the Train Dispatcher's fitness to continue in service. Should the two be unable to agree they shall select a third physician, and a majority of the three physicians shall render a binding decision as to the Train Dispatcher's fitness. The physicians shall have the right to examine the Train Dispatcher prior to making their decisions. An adverse decision to the Train Dispatcher shall not debar reexamination should there be a subsequent improvement in his condition. The fees and expenses of the physicians selected by the respective parties shall be borne by them; those of the third physician shall be divided equally.

**ARTICLE 16
MISCELLANEOUS**

(a) Clerical Work

Trick Train Dispatchers will not be required to perform clerical or other work that will interfere with their proper handling of trains.

(b) Transportation

Train Dispatchers and their dependents will be granted as liberal transportation privileges as are accorded other subordinate officials and employees, if not prohibited by law.

(c) Privacy of Office

Dispatching offices shall be maintained as private as possible and located so as to minimize interruptions or interference from outside noises. The health and safety of Train Dispatchers while on duty shall be reasonably protected.

**ARTICLE 17
REPRESENTATION**

The duly authorized representatives of the American Train Dispatchers Association will represent all Train Dispatchers in the making of agreements, rules, wage rates, and working conditions. "Duly authorized representatives" as used in this Agreement shall mean the officers or committee of the American Train Dispatchers Association.

ARTICLE 18 401(k) PROGRAM

A 401(k) program established by the Carrier is available for participation by eligible employees subject to this Agreement. The Carrier will match fifty (50) cents of each one (1) dollar a Dispatcher contributes (4% limit on match) to his/her 401(k) account.

In addition, the monetary equivalent of any or all unused personal leave days, sick days and vacation days pursuant to Article 11, Section 2(d) may be contributed to the employee's 401(k) account subject to the existing protocols and any applicable IRS regulations.

ARTICLE 19 ROAD REVIEW

(a) A Train Dispatcher will be paid one (1) day at the daily rate of the assigned position for each day consumed in making trips at the direction of the Director Network Operations to familiarize the employee with the physical characteristics of the road. Extra or Guaranteed Assigned Train Dispatchers will be paid at the Train Dispatcher rate. Actual, necessary expenses for meals and lodging away from headquarters will also be allowed.

(b) Train Dispatchers will not be required to operate their personal vehicles to locations other than their headquarters. When a Train Dispatcher is instructed to travel to locations other than headquarters, the Train Dispatcher will be provided with transportation. If a Train Dispatcher is authorized to use his or her personal vehicle for such travel, auto mileage expense will be paid in accordance with current corporate policy. Auto mileage will be measured by the actual mileage traversed from the employee's residence or headquarters point whichever is closer to the non-headquarters point and will be paid accordingly.

(c) A Train Dispatcher directed to make road trips will be paid the pro rata rate for all time engaged in road review activities. Travel days will be paid a basic day only.

(d) Train Dispatchers who have not conducted a road review for a three-year period commencing July 1, 2004 and have been on their current assignment for a minimum of six (6) months must be accommodated for a road review trip. If road review is not afforded within three (3) months after meeting the aforementioned requirements, the affected Train Dispatcher will be afforded a full exercise of seniority.

(e) Train Dispatchers may elect to conduct road review by means of videotape demonstration. Dispatchers will be paid a basic days' pay for such

service. If more time is needed, payment will be determined by the General Chairman and Network Operations Center management. A new three-year period will be initiated once road review or videotape review is completed.

ARTICLE 20 TRAINING, ROSTERED EMPLOYEES

SECTION 1 – ANNUAL TRAINING DAYS

Train Dispatchers will be provided no more than sixty-five (65) days of paid training during a calendar year or seventy (70) days in the case of a Relief or Guaranteed Assigned Train Dispatcher (GATD).

Train Dispatchers exercising seniority to positions for which they are not qualified will be provided training time of twenty (20) days, of which fifteen (15) must be consecutive. It is agreed that one diversion from training (one day constitutes one call) will not break the continuity of the fifteen (15) day training period. Any diversion to avert a proven Hours of Service violation will not break the continuity of the fifteen (15) day training period. Train Dispatchers electing to fill temporary vacancies, take vacation, take personal leave days or mark off sick four (4) days or less, will not break the continuity of the fifteen (15) day training period. If a qualifying Train Dispatcher has been diverted once from training, the employee should not be called again during the fifteen (15) day period except under Article 5 (except rest days). Should the employee be called a second time and said employee accepts such call, the continuity of the fifteen (15) day training cycle will be broken. This second diversion will result in restarting the fifteen (15) day consecutive training period subject to the aforementioned conditions and will only result in a twenty (20) day reduction of the annual sixty-five (65) training days or the annual seventy (70) training days in the case of a GATD or Relief Dispatcher positions unless no other dispatchers are available under any provision of this agreement. Once an employee has been provided twenty (20) days of training with the fifteen (15) consecutive training days pursuant to this rule no further training pay will be allowed. GATD employees and Relief Dispatchers will be provided up to twenty-five (25) days training with the last fifteen (15) consecutive training days, subject to the aforementioned conditions. The only exception to this rule will be in cases where the training Dispatcher contacts the Dispatcher Development Coordinator (DDC) in writing prior to the expiration of the twenty (20) day period, or twenty-five (25) day period in the case of a GATD or Relief Dispatcher, requesting additional time. The General Chairman and the General Manager of the NOC may agree to additional training in appropriate cases. A training Train Dispatcher may request to be qualified at any time during the allotted training period.

NOTE-1: It is understood that a regularly assigned, GATD or Extra Train Dispatcher in training will be entitled to all provisions in Article

5 of this Agreement. If a Train Dispatcher in training is not called in accordance with Article 5 or any other provisions of this Agreement he/she will earn the punitive rate of pay for each violation.

NOTE-2: It is understood assessments against the annual training day allowance noted hereinabove will stop when the GATD Dispatcher becomes qualified on two (2) consoles (desks) covered by the zone to which assigned. It is further understood that training to learn additional consoles may be required of the GATD Dispatcher above the two (2) consoles (desks) and will not be assessed against the Dispatcher's seventy (70) day annual allowance.

- Q. What constitutes a break in the continuity of the consecutive days training?**
- A. (1) When Management rearranges a Train Dispatcher in training.
(2) Sickness and/or injury in excess of four (4) days.
(3) Discipline assessed in excess of ten (10) days.
(4) Any involuntary absence in excess of ten (10) days.**

SECTION 2 – SPECIAL TRAINING

The parties acknowledge that improved technology requires all employees to enhance their skills in order to utilize new equipment and master new procedures. Therefore, it is agreed that rostered Train Dispatchers will be required to attend training programs. Train Dispatchers may be enrolled in such programs to refresh their skills and review new railroad technologies. It is acknowledged that some examinations will be administered during the training program. The results of any such examination (except CSXT rules) will not be retained in the employee's personal file or be used as a basis for disqualifying an employee.

The Corporation will present the General Chairman with thirty (30) day advance notice of its intention to institute a training program. The notice will contain the reasons for such action as well as a brief description of the course content. Train Dispatchers required to attend such programs as described herein will be paid reasonable expenses and travel time. Train Dispatchers required to attend multi-day training programs or a full workweek program, exclusive of travel time, shall not be compensated at the time and one-half rate for time consumed outside their regular hours, but shall be compensated the overtime rate for service in excess of 40 hours in their workweek, exclusive of travel time.

Carrier mandated training programs do not reduce the number of training days specified in Section 1 of this Article 20.

**ARTICLE 21
NEW HIRE TRAINING**

SECTION 1 – GENERAL ARTICLES

(a) Individuals without Train Dispatcher seniority that are placed into training in order to qualify in train dispatching service will be considered Train Dispatcher Trainees.

(b) When a Train Dispatcher Trainee enters the program, the General Chairman of the train dispatching office to which the trainee is assigned will be furnished the name and address of each trainee and the date they enter the program.

SECTION 2 – COMPENSATION

(a) (i) Internal Transferees

Employees promoted from a CSX rail position in another craft will be paid the daily rate of their craft during attendance at the Train Dispatcher Training School. Upon graduation from the Train Dispatcher Training School, such employees with craft seniority will receive a 10% increase in the rate paid at said school. Once such employees establish a Train Dispatcher seniority date, they will be paid the appropriate rate under current ATDA rules. No trainee will earn a higher rate while completing on-the-job training versus the rate entitled once promoted as a Train Dispatcher. The higher of the two rates, new hires versus craft daily rate, will apply.

(ii) External New Hires

Upon successful completion from the CSXT Train Dispatching Training School, a Dispatcher Trainee will be paid 65% of the Trick Train Dispatcher daily rate. Upon establishing seniority as a Train Dispatcher, the employee will receive 80% of the daily rate plus any allowances under the current labor agreement. Thereafter on each anniversary date of performing train dispatching service, the Train Dispatcher will receive the next higher level on the ATDA rate progression scale until he or she attains 100% of the current rate.

(b) The Trainee workweek will consist of five (5) days, commencing on Saturday or a day otherwise agreed upon by the General Chairman and the designated Labor Relations Officer. Tours of duty and rest days may vary depending upon training schedules.

(c) Train Dispatcher Trainees will be guaranteed forty (40) hours pay in each workweek (exclusive of travel time), but the weekly guarantee will be reduced

by eight hours for each day such employees are unavailable due to, but not limited to, sickness, authorized or unauthorized absence.

(d) Service in excess of forty (40) hours per week (exclusive of travel time) will be compensated at the time and one-half rate. Should a probationary Train Dispatcher earn less than forty (40) hours account of Hours of Service considerations, he or she will be guaranteed forty (40) hours pay in said workweek, if the employee had no absence in such workweek.

Q. When does a Train Dispatcher Trainee first become eligible for WRRRA?

A. When the employee first performs a day of compensated service as a Train Dispatcher and every day thereafter.

SECTION 3 – UNION SHOP

A Train Dispatcher Trainee will be subject to the Union Shop Agreement of August 29, 1952, upon successful completion of training school.

SECTION 4 – ADMINISTRATION

(a) Train Dispatcher Trainees will be considered qualified by management when they have qualified on two (2) consoles, one of which may be an ACTD position. At the time, such qualification is granted newly rostered Train Dispatchers will be placed on the GATD Board and will be subject to call under Article 5, with concurrent notification to the ATDA General Chairman.

(b) Once deemed qualified on two (2) desks with at least one (1) day of performing actual train dispatching service, the Trainee will be considered a Guaranteed Assigned Train Dispatcher (GATD) and automatically be placed on a GATD Board at the direction of management.

(c) It is understood that newly promoted Trainees will be automatically added to a GATD Board even if no advertised vacancy was posted in the current or previous workweek.

SECTION 5 – VACATION / PERSONAL LEAVE CREDIT

(a) Compensation for service paid to Trainees will be credited as vacation/personal leave days qualifying time, pursuant to the National Vacation Agreement, as amended.

(b) An annual vacation of one week (5 working days) with pay will be granted to each Dispatcher covered by the scope of this Agreement, who

renders 120 days of any compensated service¹¹ with the Carrier during the preceding calendar year. The Dispatcher entitled to the aforementioned vacation will have to be employed as a Trainee or an active Train Dispatcher to be entitled to the allotted vacation in this section.

SECTION 6 – EXPENSES

(a) Trainees will be reimbursed for actual, necessary expenses including lodging, meals, and transportation to and from a training location if away from their designated headquarters.

(b) Unless the Carrier provides transportation from the advertised reporting location, employees required to attend training sessions or classes will be compensated in accordance with corporate policy when using their private automobile. The prevailing IRS mileage rate auto allowance shall apply along with tolls, bridge fares, parking fees, and related expenses.

(c) Trainees will not be required to remain away from their home district headquarters in excess of six (6) consecutive days. Expenses incurred in returning to their home district headquarters after six (6) consecutive days will be paid by the Carrier unless employees elect to remain away from their home district headquarters at the carrier's expense, in which case the Corporation will provide meal and lodging costs.

ARTICLE 22 DISPATCHER DEVELOPMENT COORDINATOR

(a) A Train Dispatcher assigned to the position of Dispatcher Development Coordinator located at the Network Operations Center in Jacksonville, Florida, is considered a regularly assigned Dispatcher for the purpose of applying all rules of this Agreement, except as otherwise provided in this Article 22.

(b) The Dispatcher Development Coordinator is responsible for performance of those functions that accrue to the Dispatcher craft by virtue of the Scope Rule of the ATDA Dispatchers Agreement and, in addition, such other duties as prescribed by the Network Chief Train Dispatcher.

(c) The Dispatcher Development Coordinator cannot exercise seniority to any temporary vacancy.

(d) The Dispatcher Development Coordinator position will not be used to fill vacancies on Excepted Chief Dispatcher, Assistant Chief Dispatcher or Trick Dispatcher positions unless no other Dispatchers are available under any

¹¹ It is understood that the term "compensated service" insofar as qualifying for vacation purposes, means any wages or pay for time not worked earned by an employee of CSXT.

provision of this Agreement. However, the Dispatcher Development Coordinator will be called on his rest day in accordance with Article 5(i) if such call does not conflict with the Dispatcher Development Coordinator's regular tour of duty.

(e) The Dispatcher Development Coordinator will be assigned Saturday and Sunday as rest days. Management will not be required to fill the rest days of the Dispatcher Development Coordinator or sick time less than five (5) consecutive days. Vacation time and any other absence must be filled pursuant to Article 5(i). The Dispatcher Development Coordinator will work various hours as determined by the employee and the Network Operations Center General Manager. However, this employee must start his workday no earlier than 3:59 a.m. and no later than 11:59 a.m.

(f) The Dispatcher Development Coordinator is a right of selection position. This position will be advertised in accordance with Article 6 of this Agreement.

(g) The successful applicant will be chosen by management based on knowledge of the labor agreement and ability to develop and monitor the training of Train Dispatchers in an efficient and professional manner. Seniority need not be adhered to in the award process but should be considered in cases where qualifications are similar. The incumbent Dispatcher Development Coordinator will not be permitted to exercise seniority to any other position. This position will earn \$2.00 per hour more than an ACTD position.

(h) The Dispatcher Development Coordinator position is not subject to displacement by senior Train Dispatchers. The incumbent of this position may not exercise seniority under Article 6(b) to a temporary vacancy unless said vacancy is a Network Chief Position. Dispatcher Development Coordinator vacancies will be filled in accordance with Articles 5(i).

(i) The incumbent is expected to conduct himself with a high level of professionalism. In the event the General Chairman has evidence that a Dispatcher Development Coordinator is not meeting this expectation, he may demand that such position be re-advertised. This demand must be met within thirty (30) days of notice unless the General Chairman fails to provide documentation to support his position. If, during the conference on this demand, the Network Operations Center is unable to resolve the ATDA General Chairman's concerns about the Dispatcher Development Coordinator's performance, then the position must be re-bulletined and the previous incumbent will not be re-selected. Once the position has been awarded, the previous incumbent will be afforded a full exercise of seniority.

**ARTICLE 23
NETWORK OPERATIONS ASSIGNMENTS**

SECTION I – ASSISTANT CHIEF NETWORK OPERATIONS

(a) A Train Dispatcher assigned to one of the three established Assistant Chief Network Operations positions at the Operations Center in Jacksonville, Florida, will be considered a regularly assigned Dispatcher for purpose of applying all rules of this Agreement, except as otherwise provided in this Article 23.

(b) These positions are special by nature and will have a sixty (60) day abolishment notice requirement, which is fifty-five (55) days longer than a regular Dispatcher abolishment notice as specified in Article 7(a) of this Agreement. The incumbent of a position under this section may request to be released prior to the sixty (60) days with a five (5) day notice. The General Chairman may request that any of the above positions be re-advertised by a sixty (60) day notice to the Carrier.

(c) The Assistant Chief Network Operations is responsible for performance of those functions that accrue to the Dispatcher craft by virtue of the Scope Rule of this Agreement and, in addition, such other duties as prescribed by the Network Chief Train Dispatcher.

(d) The Assistant Chief Network Operations may exercise seniority to another Chief Network Operations position if the vacancy is more than five (5) days. The Assistant Chief Network Operations will not be allowed to exercise seniority to any temporary vacancy of an Assistant Chief Dispatcher or Trick Dispatcher.

(e) Incumbents of Assistant Chief Network Operations positions will not be used to fill vacancies on an Excepted Chief Dispatcher, Assistant Chief Dispatcher or Trick Dispatcher position unless no other dispatchers are available under any provisions of this Agreement. However, an Assistant Chief Network Operations will be called on his rest day in accordance with Article 5(i) if such call does not conflict with the Assistant Chief Network Operations' regular tour of duty.

SECTION II – NETWORK CHIEF TRAIN DISPATCHER

(a) The Network Chief Position for second shift, third shift and relief are right of selection positions.

(b) Network Chiefs will be chosen by management based on knowledge of the labor agreement and ability to administer manpower needs in an efficient and professional manner. Seniority need not be adhered to in the award process but should be considered in cases where qualifications are similar.

These positions will earn \$1.00 per hour more than an Assistant Chief Train Dispatcher position.

(c) The Network Chief Positions will not be subject to displacement by senior Train Dispatchers. Incumbents of these positions may not exercise seniority under Article 6(b) to a temporary vacancy unless said vacancy is a Network Chief Position. Network Chief vacancies will be filled in the normal fashion under all applicable rules, including overtime pursuant to Article 5(i).

(d) The incumbents are expected to conduct themselves with a high level of professionalism. In the event the General Chairman has evidence that a Network Chief is not meeting this expectation, he may demand that such position be re-advertised. This demand must be met within thirty (30) days of notice unless the General Chairman fails to provide documentation to support his position. If, during the conference on this demand, Network Operations is unable to resolve the ATDA General Chairman's concerns about the Network Chief's performance, then the position must be re-bulletined and the previous incumbent will not be reselected. Once the position has been awarded, the previous incumbent will be afforded a full exercise of seniority.

ARTICLE 24 PAYCHECK DELIVERY

It is agreed that each Train Dispatcher's pay will be made through direct deposit to the financial institution of the employee's choice or by direct mail to the Train Dispatcher'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 Train Dispatcher covered by this Agreement shall provide the necessary information to implement the direct deposit of their payroll check. Train Dispatchers failing to supply the necessary information for direct deposit will be put in direct mailing. Employees entering the Train Dispatcher craft will be permitted sixty (60) days to exercise their option as stated above.

ARTICLE 25 OFF-TRACK VEHICLE BENEFITS

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide and 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 cause 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 Group Policy Contract GA-23000 of the Travelers Insurance Company 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):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

“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.

(2) **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 a result of such accident,

subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss¹²

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within thirty (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 the provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000.00 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000.00 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 to 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 or insane;

¹² In an off-track vehicle accident, this provision supersedes payments under the ATDA Supplemental Sickness Plan as set forth in Article 10, Section A(6) of this agreement.

- (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 if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or 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 provision 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 payments provided for above will be made, as above provided, for covered accidents on or after June 1, 1971.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such 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 April 20, 1971, as amended, (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV.”

**ARTICLE 26
SAVINGS CLAUSE**

In printing this Agreement to include into one document the several separate, negotiated agreements governing Train Dispatchers and to add thereto applicable local and National Agreements which revise or supplement the former separate agreements, it is not the intention of the parties signatory hereto to change or modify the application and/or interpretation thereto.

If any agreement(s) have been omitted from this schedule by oversight, it is agreed between the parties that failure to include same, or any typographical errors herein, will in no way waive, modify or abrogate the applicable language of the Agreement.

**ARTICLE 27
GENDER CLAUSE**

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 masculine gender include both the masculine and feminine gender.

**ARTICLE 28
EFFECT AND CHANGES**

This is a codification of agreements currently in effect which shall be applicable to the Offices in Jacksonville, Florida, Calumet City, Illinois, and Wallaceburg, Ontario, Canada and shall continue in effect until changed under the provisions of the Railway Labor Act, as amended.

Signed at Jacksonville, Florida this _____ day of January, 2007

**FOR THE AMERICAN TRAIN
DISPATCHERS ASSOCIATION**

FOR CSX TRANSPORTATION, INC.

R. Wayne Roe
General Chairman

Steven R. Friedman
Director Labor Relations

APPROVED:

C. L. Boggs
Vice President

APPENDIX 1

SCHEDULE OF RATES OF PAY FOR POSITIONS COVERED BY THIS AGREEMENT EFFECTIVE JULY 1, 2006

<u>Positions</u>	<u>BASIC RATE</u> ¹³		<u>RATE WITH WRRRA</u> ¹⁴	
	<u>Monthly</u>	<u>Daily</u>	<u>Monthly</u>	<u>Daily</u>
Excepted Chief Dispatcher Relief	\$6,330.12	\$291.04	\$6,547.62	\$301.04
Dispatcher Development Coordinator	\$6,405.81	\$294.52	\$6,623.31	\$304.52
Assistant Chief Dispatchers	\$6,057.81	\$278.52	\$6,275.31	\$288.52
Assistant Chief Network Operations	\$6,057.81	\$278.52	\$6,275.31	\$288.52
Trick Train Dispatchers	\$5,825.96	\$267.86	\$6,043.46	\$277.86

¹³ On July 1, 2002, the cost-of-living allowances reflected in the daily rate of \$228.25 were rolled into the basic rates of pay. Rates noted include general wage increases (GWIs) applied through July 1, 2006, and are subject to subsequent GWIs.

¹⁴ Effective January 1, 2003, a work rule rationalization allowance (WRRRA) was granted to rostered Train Dispatchers in the amount of ten (10) dollars per tour of duty and/or any daily payment of paid-for-not work time. This payment is not subject to any future wage increases.

APPENDIX 2 PROTECTIVE AGREEMENT

ARTICLE I

Section 1 - Purpose

(a) The purpose of this Agreement is to afford protective benefits for Train Dispatchers who are displaced or deprived of employment as a result of one or more of the changes in the operations listed in Section 2 hereof. Subject to the provisions of this Agreement the Organization recognizes the right of the Company to introduce technological, organizational and operational changes of the character listed in Section 2 hereof and any schedule agreement rules which would prevent the Company from making such change or changes are hereby superseded.

(b) The provisions of this Agreement shall be applicable to any change in operations identified in Section 2 of this Agreement and to this extent, supersedes the provisions of the Mediation Agreement made June 16, 1966.

(c) As used in this Agreement the term "Train Dispatcher's position" means any position occupied by an employee represented by the American Train Dispatchers Association for the purposes of the Railway Labor Act irrespective of the title of such position, which position was established as a regular position and is subject to the bulletining and bidding procedures in the agreements governing Train Dispatchers. The term "Train Dispatcher" as used in this Agreement means an employee represented by the American Train Dispatchers Association for purposes of the Railway Labor Act, irrespective of the title of the position worked, who is regularly assigned to a Train Dispatcher's position at the time of a change in operations of the carrier listed in Section 2 hereof. Such term also includes Extra Train Dispatchers and those assigned to Guaranteed Assigned Train Dispatcher positions, who, in the calendar year preceding the year in which the change in operations is effected, performed sufficient service as a Train Dispatcher to qualify for a Train Dispatcher's vacation in the year in which the change in operations is effected.

(d) Nothing in this Agreement shall be interpreted so as to provide for duplicate benefits to any employee and it is the intent of the parties that no employee shall be entitled to both the benefits of protection under the terms of this Agreement and benefits under the terms of any other agreement or agreements, such as the Agreement of February 7, 1965, as revised, covering clerical employees; and any employee subject to duplication or corresponding benefits shall be required upon notification by the carriers, to make an election in writing within thirty (30) days after such notification as to the agreement under which he chooses to receive benefits. In the event the employee fails to make such an election, the benefits of this Agreement shall not apply to him.

After expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement. Similarly, the protection afforded by this Agreement is recurring in nature; i.e., should a protected employee be further affected by a subsequent change in operations during a protective period, he may elect to retain the benefits of the current protective period until their expiration, then the benefits growing out of the subsequent change in operations for the remainder of its protective period.

Section 2 – Operational Changes

The protective benefits as specifically outlined in this Article I of Appendix 2 shall be applicable with respect to Train Dispatchers who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of a carrier party to this Agreement subject to the provisions hereafter set forth in Section 3:

- (a) Train dispatching offices are consolidated;
- (b) Train dispatching offices are moved from one point to another;
- (c) Train dispatching districts or territories are combined or separated, in whole or in part;
- (d) Train Dispatcher territory is transferred from one train dispatching office to another, either permanently or temporarily;
- (e) Technological changes, such as traffic control system, which have a direct effect on the dispatching of trains;
- (f) The permanent abolishment, discontinuance, or elimination of any regular Train Dispatcher position.

NOTE: This subsection (f) is only applicable when there is a permanent reduction in the total number of regularly assigned Train Dispatcher positions in the office. This subsection (f) is not applicable in the event of the abolishment of Guaranteed Assigned Train Dispatcher positions.

Section 3 - Exclusions

A Train Dispatcher 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 agreement, or failure to work due to disability or discipline, or failure to obtain a position available to him in

the exercise of his seniority rights in any craft or class in accordance with existing rules or agreements, or reduction in forces due to seasonal requirements, or emergency conditions under Article 7(b) and 7(c) of the collective bargaining agreement, or a decline in a Company's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether a Train Dispatcher is deprived of employment or placed in a worse position with respect to his compensation, rules governing working conditions or fringe benefits due to causes as listed in Section 2 or whether it is due to causes listed in Section 3 hereof, the burden of proof shall be on the Company. Wherever in this Agreement it is required that a Train Dispatcher exercise his seniority rights, it is understood that his seniority rights will include any rights which he may have or may acquire pursuant to this Agreement or an arbitration board award pursuant to Section 14 of this Agreement, and will include his seniority rights to positions available to him under Agreements between the employing Company and labor organizations other than the organization signatory hereto.

Section 4 - Notice

When changes in operations listed in Section 2 hereof are to be effected by the Company, the following notice requirements will be applied:

(a) Ten days' written notice will be posted in train dispatching offices affected by any of the changes in operations listed in Section 2(a) through (e) hereof within the same seniority district which do not involve the abolishment of any Train Dispatcher positions. A copy of the notice will be sent to the General Chairman of such Train Dispatchers.

(b) Sixty days' written notice will be posted in train dispatching offices affected by any of the changes in operations listed in Section 2(a) through (e) hereof when the proposed changes are within the same seniority district and any Train Dispatcher positions are to be abolished. A copy of the notice will be sent to the General Chairman of such Train Dispatchers.

(c) Thirty days' written notice will be posted in train dispatching offices affected by any of the changes in operations listed in Section 2(a) through (e) hereof when work is to be transferred between seniority districts but no Train Dispatcher positions are to be abolished or established. A copy of the notice will be sent to the General Chairman of such Train Dispatchers.

(d) Ninety days' written notice will be posted in train dispatching offices affected by any of the changes in operations listed in Section 2(a) through (e) hereof when work is to be transferred between seniority districts and any Train Dispatcher positions are to be abolished or established. A copy of the notice will be sent to the General Chairman of such Train Dispatchers.

(e) Ninety days' written notice will be posted in the event a train dispatching office is to be moved more than thirty miles. A copy of the notice will be sent to the General Chairman of such Train Dispatchers.

(f) Notices sent to the General Chairman under Section 2(a), (b), (c), (d), or (e) of this Agreement shall contain a full and adequate statement of the proposed changes in operations, including, where applicable, an estimate of the number of Train Dispatcher positions to be abolished or established.

(g) Should the General Chairmen desire conference upon receipt of a notice sent under Section 4(d) or 4(e) above, the date and place of a conference between representatives of the Company and the General Chairmen or 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. Such conference shall be for the purpose of reaching agreement regarding the selection, assignment and necessary allocation of seniority rights of Train Dispatchers. If agreement has not been reached within thirty (30) days from the beginning of the conference, either party shall have the right to submit the issues to final and binding determination by an arbitration board established in accordance with Section 14 of this Article I. The Company may place the contemplated changes in effect at its election at any time after compliance with the requirement of notice and conference and either party may submit to arbitration the matter of the selection, assignment and necessary allocation of seniority rights of Train Dispatchers as herein provided. In any case where an implementing agreement is made and the Company does not effectuate the change within ninety (90) days from the date of the said implementing agreement, a new notice must be served and the procedure provided for herein be followed before the change may be effected, unless otherwise agreed by the parties. Nothing herein is intended to deny the right of either party to request conference for the purpose of discussing any change covered by this Section 4.

(h) If the Company rearranges or adjusts its forces in anticipation of a change in operations, with the purpose or effect of depriving an employee of benefits to which he should be entitled under this agreement as an employee immediately affected by a change in operations, this agreement shall apply to such an employee as of the date when he is so affected.

Section 5 – Displacement Allowances

Any Train Dispatcher who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 of this agreement, in a worse position with respect to compensation and rules governing working conditions, shall be provided a displacement allowance in accordance with the following:

(a) So long after his displacement as he is unable, in the exercise of his seniority rights, under existing agreement, rules and practices in any craft of

class to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, during the protective period defined in subsection (b) below, a displaced employee shall be paid a displacement allowance as follows:

1. Regularly assigned Train Dispatchers, excluding Guaranteed Assigned Train Dispatchers, shall be guaranteed the daily rate of the position from which displaced, (determined under the formula set forth in Article 2(b) of the Collective Bargaining Agreement), based upon a five-day straight time workweek. For employees displaced from or exercising seniority to relief positions, the guarantee shall be computed on the basis of the average daily rate of the positions relieved. Service in excess of eight hours on any day, or in excess of five days in any week, shall be paid in addition to the guarantee at the applicable overtime rates. The guarantee shall be reduced on any day to the extent of time lost on account of voluntary absence.

2. Extra Train Dispatchers and Guaranteed Assigned Train Dispatchers shall be paid a monthly displacement allowance which shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid by the Company for service as a Train Dispatcher and in any craft or class in which he retained seniority while working as a Train Dispatcher, during the last 12 calendar months in which he performed service in such capacity preceding the date of his displacement as a result of the change in operations, thereby producing average monthly compensation and average monthly time paid for in the test period. If his compensation in his retained position in any month is less than the aforesaid average compensation, the displaced employee shall be paid the difference, but if in his retained position he works in any month in excess of the average monthly time paid for in the test period, he shall be compensated for the excess time at the rate of pay of the retained position. The monthly displacement allowance shall be reduced to the extent of time lost account voluntary absence.

(b) The protective period is defined as follows:

1. Regularly Assigned Train Dispatchers - the five-year period immediately following the date of the change in operations specified in Section 2.
2. Guaranteed Assigned and Extra Train Dispatchers - the five-year period immediately following the date of the change in operations specified in Section 2 but not more than a period equivalent to the length of service as a Train Dispatcher at the time of such change in operations.

(c) Displacement allowances provided for in this Section 5 will be subject to subsequent general wage increases. Adjustments due to wage increases

expressed in cents per hour shall be made on the basis of 200 hours per month so long as Article 3 of the Agreement of March 25, 1949 remains in effect.

(d) If an employee who is continued in service at any time fails to exercise his seniority to acquire another available position, which does not require a change in residence, to which he is entitled under the applicable working agreement and which carries a rate of pay and compensation exceeding those which he elects to retain, he shall be treated for purposes of this Section as occupying the position which he elects to decline, i.e., his monthly displacement allowance shall be calculated on the basis of the compensation that would have been produced on the position which he elects to decline. Only one (1) protected employee will be charged with the higher rate of any one position not acquired, and that shall be the senior, protected employee at the location. It is understood that in the event there are no positions available under applicable working agreements which do not require a change in residence, such employee must exercise seniority to obtain any position that may be available (notwithstanding the fact a change in residence is required) or forfeit protection under this Agreement.

(e) Any employee who is absent account sickness at the time his position is abolished, or any employee absent account dismissal at the time his position is abolished and is later exonerated will be entitled to a displacement allowance when again available for service. Such displacement allowance will be based upon the position such employee would have held immediately prior to the abolishment for the same duration he would have been due had he not been absent.

Section 6 – Dismissal Allowances

Any Train Dispatcher who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 of this Agreement shall be provided a monthly dismissal allowance in accordance with the following:

(a) He shall be provided a monthly allowance equivalent in each instance to sixty per cent (60%) of his average monthly compensation determined in accordance with the formula provided in Section 5 of this Protective Agreement. This dismissal allowance will be made to each eligible employee while unemployed during a period beginning at the date he is first deprived of employment as a result of the change in operations and extending in each instance for the period set forth in Section 5(b) of this agreement.

(b) For the purposes of applying this Section, a Train Dispatcher shall be regarded as deprived of his employment and entitled to a monthly dismissal allowance in the following cases:

1. When his position as a Train Dispatcher is abolished as a result of a change introduced by the Company under the provisions of Section 2

of this Agreement and he is unable to obtain a position available to him in the exercise of his seniority rights in any craft or class in accordance with existing rules or agreements.

2. When a position he holds is not abolished but he loses that position as the result of the exercise of seniority rights by a Train Dispatcher as a proximate consequence of the abolishment of a Train Dispatcher's position brought about by a change under the provisions of Section 2 of this Agreement and he is unable to secure another position by the exercise of his seniority rights in any craft or class, in accordance with existing rules or agreements.

(c) Each employee receiving a dismissal allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(d) A dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a dismissal allowance accordingly if any is due.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service in any craft or class in which he holds seniority after being notified in accordance with the applicable working agreement, and such employee may be required to return to the service of the Company for other reasonable comparable employment for which he is physically and mentally qualified if such does not infringe upon the employment rights of other employees under the applicable working 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 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 5.

(g) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in railroad employment, and benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the Company, shall agree upon a procedure by which the Company shall be currently informed of the wages earned by such employee in railroad employment other than with the Company, and of the benefits received.

(h) A dismissal allowance shall cease prior to the expiration of the prescribed protected period in the event of:

1. Failure without good cause of the employee to return to service in accordance with the working agreement or agreements in a craft or class in which the employee holds seniority after being notified of a position for which he is eligible and as provided in paragraphs (e) and (f).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.

Section 7 - Separation Allowance

(a) Any Train Dispatcher eligible to receive a monthly dismissal allowance under Section 6 hereof [except an employee temporarily filling a position as provided in Section 6(d)] may, at his option at the time he becomes deprived of employment, resign and (in lieu of all benefits and protections provided in this agreement) accept, in a lump sum, a separation allowance determined in accordance with the following schedule:

<u>Length of Service</u> [as defined in paragraph (c) below]	<u>Separation Allowance</u>
1 yr. and less than 2 yrs.	3 months' pay
2 yrs. and less than 3 yrs.	6 months' pay
3 yrs. and less than 5 yrs.	9 months' pay
5 yrs. and over	12 months' pay

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(b) For purposes of this section, one month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee at the time he becomes deprived of employment.

(c) For the purposes of this section the length of service of the employee shall be determined from the date he last acquired an employment relationship with the Company and he shall be given credit for one month's service for each month in which he performed any service (as a Train Dispatcher or in another

craft in which he retained seniority while working as a Train Dispatcher) and 12 such months shall be credited as one year's service. The employment relationship of an employee shall not be interrupted by furlough in instances where the employee has the right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of the Organization party hereto, he will be given credit for performing service while so engaged on leave of absence from the service of the Company.

Section 8 – Effecting Separation Allowance

When a change of the character listed in Section 2 hereof is introduced by the Company, the Company may at its option offer to any eligible Train Dispatcher (as defined in paragraph (c) hereof) affected thereby a separation allowance as provided hereafter and an eligible Train Dispatcher to whom such an offer is made shall then have the option of resigning from the Company's service and accepting such allowance in lieu of all other protections and benefits provided by this agreement.

(a) The amount of an allowance to be paid shall be based upon the age of the eligible Train Dispatcher as of his nearest birthday on the date such allowance is offered. The amount of such allowance shall be:

<u>Age at nearest birthday</u>	<u>Allowance</u>
64	12 months' pay
65	10 months' pay
66	8 months' pay
67	6 months' pay
68 and over	4 months' pay

NOTE: For purposes of this section, one month's pay shall be the established monthly rate applicable to the position occupied by the Train Dispatcher at the time he becomes deprived of employment.

(b) For the purposes of this Section, the ages and birth dates of Train Dispatchers shall be those shown in the records of the Company.

(c) The term "eligible Train Dispatcher" as used in this Section means a Train Dispatcher who meets both of the following conditions on the date the allowance is offered:

1. The records of the Company show his age to be 64 years or more as of his nearest birthday, and
2. He is then regularly assigned to a Train Dispatcher position and is qualified to continue in service as a Train Dispatcher.

(d) Acceptance shall be in writing, shall be irrevocable and shall be received by the supervisor offering the allowance within fifteen (15) days of receipt of such offer.

(e) An eligible Train Dispatcher who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the Company, and the effective date of such termination shall be that date so specified by the Company, and such date shall be within sixty (60) days from the date the eligible Train Dispatcher elected to accept the allowance, unless otherwise agreed to by the parties hereto. A minimum of fifteen (15) calendar days advance notice of the date of termination of employment shall be given the Train Dispatcher entitled to the allowance.

(f) An allowance as provided in this Section, if offered by the Company, shall be offered first to the oldest (in terms of attained age) eligible Train Dispatcher. The number of such allowances will be limited to the net number of Train Dispatcher positions abolished as the result of the change introduced by the Company.

(g) The allowance provided in this section shall be paid within sixty (60) calendar days of the date of the termination of the employment relationship of the eligible Train Dispatcher, except that at the option of such Train Dispatcher the allowance will be paid in two (2) or three (3) annual installments.

Section 9 – Fringe Benefits

Any Train Dispatcher affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not (except as provided in Section 7 and 8) be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Company, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 10 – Moving Real Estate

Any Train Dispatcher who is retained in the service of the Company, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Company's operations for any of the reasons set forth in Section 2 hereof, and is therefore required to move his place of residence, shall be provided benefits in accordance with the following:

(a) He shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own

actual wage loss during the time necessary for such transfer, and, in addition, will be allowed a reasonable amount of time (not to exceed five working days), to go to the new point of employment and locate living accommodations or will be allowed a reasonable amount of time (not exceeding five working days) after transferring to the new point of employment for this purpose, all salary loss and expenses incurred in connection therewith to be borne by the Company. He shall also be accorded a transfer allowance of \$400.00 and auto mileage representing one round trip between his former point of employment and his new point of employment. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of the change in operations (or relocation pursuant to Section 11(c) of this agreement) and the claim must be submitted within ninety (90) days after the expenses are incurred.

NOTE: In any case, where time off for the purpose of disposing of property, making arrangements for living quarters, or handling other personal business is desired, employees will make arrangements with the proper officer for time off as may be desired and needed. In the event of any disagreement, upon referral of the matter by either the employee or his duly authorized representative, the matter will be promptly disposed of through conference between the Company's highest designated officer and the General Chairman.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of the change in operations and elects to move his place of residence back to his original point of employment, the Company shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by the change in operations and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

NOTE: The term "change in resident" as used in this agreement is understood to mean a transfer to a work location which is outside a radius of thirty (30) miles from his former work location and is also located farther from his present residence than his former work location.

(d) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed for any loss suffered in the sale of his home for less than its fair market value. The Company shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other party.

(e) If the employee is under a contract to purchase his home, the Company shall protect him against loss to the extent of the fair market value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

(f) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Company shall protect him from all loss and cost in securing the cancellation of his said lease.

(g) If the employee owns or is purchasing a home in the locality from which he is required to move and lives in such home prior to being required to transfer, he may accept one of the options hereinafter set forth in lieu of and in full settlement of any claim arising under paragraphs (d) and (e) of this section:

Option A: The employee will sell his residence through his own efforts and be reimbursed by the Company at seven per cent of the fair market value of the residence and, in addition thereto, 10 per cent of this equity of the fair market value of such residence subject to a maximum equity of \$20,000.00 in said residence.

Option B: Accept a cash amount equal to 10 percent of the fair market value of his residence. No more than one payment under this Option B will be made to any employee for the same residence.

(h) In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the change in operations to be unaffected thereby.

(i) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the change in operations or relocation pursuant to Section 11(c) of this agreement.

(j) Changes in place of residence subsequent to the initial change caused by the change in operations and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section 10.

(k) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the Company and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the Company, respectively; these two shall endeavor by agreement within 10 days after their

appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Surface Transportation Board shall be requested to appoint the third appraiser. A decision of a 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 expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

Section 11 – Filling Vacancies

(a) In the event there is an insufficient number of Train Dispatchers to initially fill all positions in a train dispatching office following a change in operations unfilled positions will be offered and assigned in reverse seniority order to unassigned protected Train Dispatchers on the seniority roster. If an unassigned protected Train Dispatcher refuses to accept a position offered him, he will forfeit seniority as Train Dispatcher and any protective benefits due him.

(b) In the filling of subsequent permanent vacancies in a train dispatching office following a change in operations, such permanent vacancies will be bulletined and awarded first to regularly assigned Train Dispatchers making application therefor in the office; second, to the senior unassigned protected Train Dispatcher making application therefor. In the event no applications are received, the vacancy shall be offered and assigned in reverse seniority order to unassigned protected Train Dispatchers on the seniority roster. If an unassigned protected Train Dispatcher refuses to accept such vacancy, he will forfeit seniority as Train Dispatcher and any protective benefits due him. Only one such junior unassigned protected Train Dispatcher will be so affected for each such vacancy so offered.

(c) If a position or permanent vacancy is filled pursuant to the provisions of paragraphs (a) and (b) above and the Train Dispatcher to whom it is awarded is entitled to benefits under this protective agreement and is still within the protective period provided for herein and is required to change his place of residence, upon transferring to his new point of Train Dispatcher employment he shall be afforded the moving and real estate benefits contained in this Protective Agreement.

(d) A protected Train Dispatcher who does not obtain a Train Dispatcher position which requires a change in residence shall be considered as having exhausted seniority as a Train Dispatcher. Such employee shall not forfeit his seniority as a Train Dispatcher, subject to the provisions of subsection (a) and (b) of this Section 11, notwithstanding provisions of the Collective Bargaining Agreement in conflict therewith, until the expiration of the protective period specified herein. Upon expiration of the protective period, such Train

Dispatchers will then be subject to provisions of the Collective Bargaining Agreement with respect to forfeiture of seniority.

Section 12 - Training

(a) Regularly assigned and extra employees involved in a transaction covered by Section 2 of this Agreement will be afforded any training deemed necessary by the Company without loss of compensation.

(b) Regularly assigned Train Dispatchers relieved from their regular assignments for such training will retain the rest days of such regular assignments but may be used to train outside the hours of their regular assignments on scheduled work days at the straight-time rate of pay. If required by the Company to train on one of their rest days, time and one-half rate will be applicable.

(c) Extra employees will be allowed the minimum Trick Dispatcher's rate in the office when used to train.

(d) Employees, regularly assigned or extra, who are used to train at other than their headquarters point, will be allowed travel time to and from the training assignment and automobile mileage at the prevailing rate. Should such employees be required to stay away from their headquarters point overnight necessary expenses for meals and lodging will be allowed.

(e) The proper Company officer will cooperate with the Office Chairman to determine the amount of time necessary for the purpose of qualifying.

Section 13 - Miscellaneous

Upon written request made upon the Supervising Officer by an employee involved in a change in operations, he shall be advanced a reasonable amount of funds, without interest, to take care of expenses incidental to transfer. Should the amount made available to the employee be in excess of the monies due the employee and/or entitled to be received by him under the provisions of this Agreement, such advance shall be repaid through a payroll deduction at a rate of approximately five per cent (5%) per month in multiples of \$25.00, commencing six (6) months from the date of the advance unless otherwise agreed between the Company's highest designated officer and the employee's duly authorized representative at the time the advance is made. In the case of an employee leaving the service, the balance due the Company will be immediately due and deductible.

Section 14 – Resolution of Disputes

(a) In the event any dispute or controversy arises with respect to the interpretation or application of any provision of this Agreement [except as provided in Section 10(k)], including disputes as to whether a change in

operations is caused by any one of the reasons set forth in Section 2 of this Agreement, or is due to causes set forth in Section 3 of this Agreement, disputes or disagreements concerning the making of implementing agreements as provided in Section 4 of this Agreement, disputes with respect to the interpretation or application of any implementing agreement entered into between the parties, and disputes as to whether or not an employee is entitled to the protective benefits under this Agreement, which cannot be settled by said parties within thirty (30) days after the dispute arises, such dispute may be referred by either party to an arbitration board for consideration and determination as hereafter provided.

(b) In cases where the dispute submitted to the arbitration board involves the making of an implementing agreement, the jurisdiction of the arbitration board with respect to the implementing agreement dispute shall be limited to deciding only the specific issues involved in the matter of the selection, assignment, and necessary allocation of seniority rights of Train Dispatchers, and the arbitration board shall have no jurisdiction to consider whether the changes proposed are to be carried out, nor to enlarge or reduce the protective benefits provided by this Agreement.

(c) The arbitration board shall consist of a representative of the Organization and a representative of the Company and a neutral member selected by the party members. Within ten (10) days of request for arbitration each party shall appoint its member of the arbitration board. If either party fails to appoint its member within ten (10) days from date of receipt of notice required by paragraph (a) the highest designated Company Officer (in case of the Company's failure to act) or the General Chairman (in case of the Organization's failure to act) shall be deemed to be the party members of the arbitration board. If within ten (10) days after both party members have been designated they fail to agree upon a neutral member of the arbitration board, either party to the dispute may certify that fact to the National Mediation Board with a request that Board promptly and within ten (10) days from date of receipt of such certification shall be furnished to the other party by certified mail.

(d) The arbitration board shall begin hearings within ten (10) days after appointment of the neutral. Findings shall be rendered in writing by the arbitration board within thirty (30) days from the beginning of hearings on the particular dispute, and the findings of the majority of the arbitration board shall be final and binding upon all parties to the dispute. In the case of failure or refusal of either party member to act the other two members of the arbitration board shall have authority to so meet and render the written findings.

(e) The parties to a dispute or disagreement submitted to arbitration will assume the compensation, travel expense, and other expense of their respective party members of the arbitration board. Unless other arrangements are made, the office stenographic, and other expenses of the arbitration board, including compensation and expenses of the neutral, shall be shared equally by the parties to the dispute.

(f) Any of the time limits provided for in this section may be extended by mutual agreement of the parties.

ARTICLE II – ENHANCED EMPLOYMENT OPPORTUNITY

Section 1

In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. Section 10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as result of that transaction is deprived of employment with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

Section 2

(a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant positions or claim open positions in the craft represented by the organization signatory hereto at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single seniority roster for the craft represented by the organization on the carrier shall be developed, in accordance with applicable rules and procedures, no later than November 30, 1996.

(b) The arbitrator shall be selected by the parties. If they fail to agree within five (5) days from the date of notice of the submission to arbitration is received from the moving party, either party may request a list of five (5) potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.

(c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing agreements. Such allowance shall be paid in two (2) equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable

as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

NOTE: Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2(c), provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

Section 3

In the case of any transaction authorized under 49 U.S.C. Section 10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. Section 10901(e).

APPENDIX 3 UNION SHOP AGREEMENT

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 (60) 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 (30) days of such compensated service within a period of twelve (12) 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. This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

3(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 who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction or (2) on leave of absence, or (3) absent on account of sickness or disability, 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 or absent 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 and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five (35) calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or at state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon

resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, 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, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

4. 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 agreement, 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.

5(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until the carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the railroad and the organizations involved and the form shall make provisions for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, Return Receipt Requested,

or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An 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 receipt of such notice, request the carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held 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 with copy to the organization, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of 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 does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement 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 produce at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Certified Mail, Return Receipt Requested, directly to the highest Officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such Officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest Officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest Officer in writing by Certified Mail Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest Officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this agreement.

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

address(es) of its representatives who are authorized to receive and serve the notices described in the agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

6. Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

7. An employee whose seniority and employment under the Rules and Working conditions agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

8. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

9. An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

10(a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement 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 pay the amount so deducted to such Officer of the organization as the organization shall designate; provided, however, 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 assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provision of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, 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 payment and distributions of amounts withheld and any other matters pertinent thereto.

11. In the application of this Union Shop Agreement, insofar as Section 1 requires membership in the American Train Dispatchers Association, it shall be limited to requiring membership by employees who hold regularly assigned positions coming within the scope of the agreement with the American Train Dispatchers Association, provided, however, that employees not so required to hold membership may do so at their option.

12. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

APPENDIX 4 DUES DEDUCTION AGREEMENT

1. Subject to the conditions herein set forth, the Carrier will deduct from the wages due to each employee represented by the Organization from whom it receives a valid written wage assignment, described in paragraph 2 hereof, 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 Organization for periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Organization.

2. No such deduction shall be made from the wages of an employee until after execution by the employee and delivery by the Organization to the Carrier of a written wage assignment in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and may, in accordance with its terms, be revoked upon thirty (30) calendar days' advance notice after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. The revocation by the employee shall be executed on the form specified in Attachment "B" hereto.

3. The assignment and revocation forms are to be furnished by the Organization, and the Organization shall assume full responsibility for the procurement of the execution and for delivery to the Carrier of said wage assignment and revocations.

4. Deductions as provided for herein will be made by the Carrier in accordance with a Master Deduction List furnished to it by the Organization. Such list will show by seniority district the employee's name, employee identification number and Social Security Number, work location, and amount to be deducted. The list will be accompanied by an executed wage assignment, as provided in paragraph 2 of this agreement, for each employee named on the list. Additions or deletions to this list will be made each month as provided in paragraph 5 of this agreement. Such additions or deletions will only apply to the number of employees named. Changes in the monetary amount to be deducted will not be changed more often than once every three months.

5. Deductions as provided for herein will be made by the Carrier from wages earned in the first pay period of each calendar month covering dues for the following month. The Carrier will pay by check to the order of the Secretary-Treasurer, American Train Dispatchers Association or other officer of the Organization as may be designated by its President, not later than the

fifth day of the calendar month next following that in which deductions are made, the amounts deducted from the employees pursuant to this agreement. With said check the Carrier will forward to the Secretary-Treasurer or such other officer of the Organization as may be designated in duplicate a list in alphabetical order for each seniority district setting forth the deductions which were actually made. The Secretary-Treasurer of the Organization will thereupon mark one copy of this list to show additions or deletions which should be made for the ensuing month and return the corrected list to Carrier's General Manager Payroll, 500 Water Street, Jacksonville, Florida 32202, so that the list will be received by the first of the month for which deductions are to be made. Each addition to the list must be accompanied by an executed wage assignment as provided in paragraph 2 of this agreement.

If any employees on the deduction list had no earnings, or insufficient earnings, from which to make the specified deductions in the first pay period of the month, no deduction will be made for that month and such fact and reason therefor will be shown on the deduction list. 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; however, no deduction 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 errors by the Carrier in the amount of its remittance to the Organization, 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 remittances to correct the error.

6. The following payroll deductions shall have priority over the Organization deductions as covered by this Deduction Agreement:

- (a) Federal, State and Municipal taxes;
- (b) Amounts due the Carrier;
- (c) Premiums on any Life Insurance, Hospital-Surgical Insurance, Group Accident or Health Insurance or Group Annuities;
- (d) Other deductions required by Law, such as garnishments and wage assignments.

7. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make proper deduction. Any questions arising as to the correctness of the amount deducted shall be handled by the Organization on behalf of the employee concerned.

8. Any employee who has executed and furnished to the Carrier a wage assignment may revoke said assignment as outlined in paragraph 2 above, by executing a revocation notice to the Secretary-Treasurer of the Organization who in turn will send a copy to the Carrier to support the deletion from the current list of deductions.

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 and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated on any alleged violation of, or misapplication or non-compliance with any part of this agreement.

10. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

11. In the event of a change in representation of employees now represented by the Organization, this agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

12. In the event Section 2, Eleventh, of the Railway Labor Act, or any of its provisions, for any reason is declared unconstitutional or otherwise inviolate, by a Court of competent jurisdiction, then, in such event this agreement shall forthwith be and become terminated, void and of no effect whatsoever.

13. This agreement shall remain in effect until changed or modified in accordance with the Railway Labor act as amended.

**APPENDIX 4
Attachment A**

AMERICAN TRAIN DISPATCHERS ASSOCIATION

1370 Ontario Street
Suite 1040
Cleveland, Ohio 44113
Phone 216-241-2770
Fax 216-241-6286



WAGE ASSIGNMENT AUTHORIZATION

I hereby assign to the AMERICAN TRAIN DISPATCHERS ASSOCIATION that part of my wages necessary to pay my union dues and initiation fees and/or assessments (not including fines and penalties) as reported to the Company by the authorized representative of the Organization in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Organization. This authorization may be revoked by the undersigned in writing after the expiration of one (1) year, or upon the termination date of the aforesaid Deduction Agreement, whichever occurs sooner.

First Name MI Last Name

Street Address

City State Zip Code

Soc. Sec. Number RR. EMPLOYEE Number

EMPLOYER

OFFICE

Craft

SIGNATURE _____



WAGE ASSIGNMENT REVOCATION

Effective immediately, I hereby revoke the Wage Assignment Authorization in effect assigning to the ATDA that part of my wages necessary to pay my monthly union dues and initiation fees now being withheld pursuant to the Deduction Agreement between the Organization and the Company, and thereby cancel the authorization now in effect authorizing the Company to deduct such monthly union dues and initiation fees from my wages.

NAME: _____ (PLEASE PRINT)

SIGNATURE _____

SYSTEM COMMITTEE _____

WORK LOCATION _____

SOCIAL SECURITY NO.# _____

RR EMP. NO. _____

**APPENDIX 5
MAY 30, 1979 REVISION OF THE MAY 27, 1937
NATIONAL AGREEMENT**

The parties hereby agree that the National Agreement of May 27, 1937 is hereby amended, affective July 1, 1979, to read as follows:

1. Safe operation and fair and reasonable working conditions mutually concern management and employees.
2. It is recognized, for the purposes hereof, that Train Dispatchers have the right to become members of and to be represented by the American Train Dispatchers Association or any other railroad labor organization duly designated and authorized in accordance with the requirements of the Railway Labor Act as amended.
3. Positions and the duties of which fall within the scope of the Train Dispatcher Group, as the duties of that group are described by the Interstate Commerce Commission in its Order, generally known as the "Occupational Classification," effective July 1, 1921, or as such Order has been or hereafter may be amended, shall be properly classified.
4. Any Train Dispatcher shall have the right to bring to the attention of the management, directly or through his designated and authorized representative, any conditions or practices involving safety in Train Dispatchers service, or involving working conditions of Train Dispatchers not covered by existing agreements or agreements that may hereafter be negotiated between railroads and Train Dispatchers.

Among subjects which fall within the scope of this agreement are the following:

- Adequate force.
- Rest days.
- Extent of dispatching territory.
- Number of communication circuits.
- Number of train sheets and train order books to be handled.
- Use of train dispatching circuits.
- Location of office at points where Train Dispatchers are employed.
- Privacy and elimination of noise and interference.
- Proper equipment and arrangement of office.
- Lighting, heating, cooling, ventilation, etc.
- Proximity of wash rooms, toilets, etc.
- Proper drinking water conveniently located.
- Method of recording Motor and/or Track Car line-ups.

5. Complaints growing out of subjects referred to in paragraph 4 hereof shall be considered and disposed of by the parties hereto in the following manner:

6. Complaints referred to in paragraph 5 hereof shall be submitted in writing and handled with the officer of the carrier authorized to receive claims or grievances. If a satisfactory agreement is not reached within thirty (30) days from date of submission of complaint, the complaint may then be presented in writing to the highest officer of the carrier designated to handle such complaints.

7. If a satisfactory agreement is not reached within thirty (30) days from date of submission of dispute to designated highest officer, the dispute, unless otherwise mutually agreed to, may then be appealed in writing to the Joint Committee provided for in paragraph (8) hereof.

8. A Joint Committee, hereinafter referred to as the "Committee," composed of three (3) members selected by and representing the Railroads, parties hereto, and three (3) members selected by and representing the American Train Dispatchers Association, shall be created within thirty (30) days from the effective date of this agreement. The members of this committee shall be selected from among persons familiar with the operations and practices of Train Dispatchers Service, each side to make the appointments in such manner as each may decide. In case of a permanent or temporary vacancy on the Committee the vacancy shall be filled in the same manner as in the original selection. Each member shall have equal voting power, and majority vote of all members thereof shall constitute a decision which shall be final and binding upon all parties to the dispute.

9. All meetings of the Committee shall be held at a point mutually agreed upon by the Committee, subject to call by the Chairman thereof, who shall call such meetings within fifteen (15) days on request in writing by not less than three (3) members of the Committee, and shall remain in session so long as there is pending before it any matter which has been submitted for its consideration and which has not been disposed of, except as provided for in paragraph (10) hereof.

10. The Committee may empower two or more of its members to make personal investigations, to conduct hearings, and to make findings on any dispute submitted to the Committee, at any place designated by the Committee or as subsequently may be deemed advisable by such Subcommittee. Provided, however, that decision as to any dispute before the Committee shall be made by the entire membership of said Committee, or as provided for in paragraph 11 hereof.

11. In the event of a deadlock or inability to secure a majority vote of the members of the Committee, the procedure shall be -

(a) Determination within the Committee itself as to disposition of the case of method for breaking the deadlock;

(b) In the event no decision can be reached under (a) then the President of the American Train Dispatchers Association and the Chairman of the National Railway Labor Conference will undertake to dispose of the case or determine upon a proper way to break the deadlock.

12. Decisions reached in accordance with the foregoing shall be binding and if any changes are required the decision shall indicate a reasonable time period within which it shall be implemented.

13. Each member of the Committee shall be compensated by the party by whom selected. Office facilities and clerical assistance shall be furnished by the Railroads, parties hereto.

14. The Committee shall determine its own organization.

15. Nothing herein shall supersede, alter or modify the agreements entered into between the parties hereto concerning rates of pay, rules and working conditions, nor the adjustment of disputes arising out of such agreements entered into as provided for in the Railway Labor Act, as amended, or in any way supersede, take the place of, or contravene any of the provisions of the Railway Labor Act, as amended.

16. Any carrier not a party to this agreement may become a party by serving a joint notice of its desire to do so to the President of the American Train Dispatchers Association and the Chairman of the National Railway Labor Conference. It shall become a party as of the date of the service of such notice or upon such later date as may be specified herein.

17. This Agreement, which supersedes the Agreement dated May 27, 1937, shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

APPENDIX 6
GUARANTEED ASSIGNED TRAIN DISPATCHERS

1. Incumbents of Guaranteed Assigned Train Dispatchers positions will be paid a minimum of five (5) days' pay for each workweek, Saturday through Friday, in which they are fully available for service. Compensation paid the incumbents of these positions for service performed will be at the rate of pay of the position worked. For days not worked in a workweek less than five, they will be paid at the minimum Trick Dispatcher's rate in the office assigned for those days necessary to make a total of five days' pay in the workweek, less time lost account voluntary absences.

NOTE: The same minimum Trick Dispatcher's rate in the office assigned will apply to Guaranteed Assigned Train Dispatchers due payments for sick pay, attending court or investigations, jury duty, road review, etc. Guaranteed Assigned Train Dispatchers will be considered as "a Dispatcher not having a regular assignment" for purposes of vacation payments under the provisions of Article 11, Section 2(a) of this Agreement.

2. The workweek for each position will be Saturday through Friday and rest days need not be consecutive. However, if consistent, Carrier will attempt to relieve the incumbents for two (2) consecutive rest days.

3. Time and one-half rate of pay shall be applicable to incumbents of these positions for service performed on either or both the sixth and/or seventh day of extra work in a workweek, except that such time and one-half rate of pay would not be applicable for service performed on either or both the sixth and/or seventh days when more than one week is involved.

Example: Workweek is Saturday through Friday. Employee does not work Saturday and Sunday and then works Monday, Tuesday, Wednesday, Thursday and Friday, then in the next workweek performs service Saturday through Wednesday. While service is performed on ten straight calendar days, the straight-time rate of pay would be applicable for each day as only five days' service was performed in each workweek

4. (a) Incumbents of Guaranteed Assigned Train Dispatcher positions will be used on same basis as senior Extra Train Dispatcher when filling vacancies notwithstanding any provision to the contrary in the schedule agreement. When there are two or more such positions, incumbents thereof will be used on a rotating basis (first in, first out) from day to day. After completing a shift, the employee will be placed on the board in the last-out position.

(b) An incumbent of a Guaranteed Assigned Train Dispatcher position who has laid off or who cannot be located for a call for which he stands will, upon reporting for service or when subsequently required for a call, will be placed first-out on the board. An incumbent who is compensated for five consecutive days of vacation will be placed first-out on the board at the starting time of first shift positions on the third day following the last day of compensated vacation, except he will not be placed ahead of those who have not been used during the first and second days.

5. When Guaranteed Assigned Train Dispatchers are being used to fill a temporary vacancy (or resulting vacancy) pursuant to either Articles 5(h) or 6(b), the Company will not be required to fill the position of Guaranteed Assigned Train Dispatcher.

6. Incumbents of Guaranteed Assigned Train Dispatcher (GATD) positions will not be used in another craft while so assigned. GATDs are subject for call to train on consoles (desks) protected by their board.

7. In addition to performing extra Train Dispatcher service, relieving employees off sick, on vacation, absent with permission, learning the road, etc., Guaranteed Assigned Train Dispatchers may be used for learning the road, breaking in, training or assisting other dispatchers in an emergency. When so used, such days shall be considered the same as a day on which train dispatching service is performed.

8. A Train Dispatcher making a voluntary exercise of seniority to a GATD position must be qualified on a minimum of two consoles (desks) protected by that board.

NOTE: It is further understood that a voluntary exercise of seniority is described in Article 5(c), paragraph 3 and Article 8 (a).

9. A Train Dispatcher making an involuntary exercise of seniority to a GATD position must be qualified on a minimum of one console (desk) protected by that board. Compensated training time will be extended for an involuntary exercise of seniority, if needed.

NOTE: It is further understood that an involuntary exercise of seniority is described in Article 5(c), paragraphs 1, 2, 4, 5, 6, 7 and Article 8 (c).

(a) The only exception to Appendix 6, paragraphs 8 and 9 is a circumstance where a Train Dispatcher can only retain employment by exercising seniority to a GATD extra board on which he or she has no qualification.

10. The workweek for GATD positions will be Saturday through Friday and each GATD must be provided one Progressive Rest Day and one unassigned

rest day in each such workweek. Such rest days need not be consecutive; however, the Carrier should attempt to relieve GATDs for two (2) consecutive rest days when the needs of the service allow for such.

QUESTION #1

Q. What is a progressive rest day?

A. A progressive rest day is a guaranteed day off assigned by management in advance of the incumbent's workweek on a GATD position. A guaranteed progressive rest day is one that is assigned a GATD initially and will progress by one day on a weekly basis.

Example: Thirty (30) days after this Agreement was signed GATD Jones was assigned Monday as a guaranteed progressive rest day. Thereafter, the following workweek, Tuesday would be the guaranteed progressive rest day and so forth each succeeding week.

QUESTION #2

Q. How will progressive rest days be assigned subsequent to the initial implementation?

A. It is understood that GATDs will return to these guaranteed extra boards from time-to-time account of hold-downs, leave of absence, extended illness or other extended absence. New GATDs are added to these boards occasionally, as well. When any such circumstance arises, the GATD must be provided a guaranteed progressive rest day no later than the following workweek. Supervision will assign this progressive rest day in conjunction with the needs of the service.

QUESTION #3

Q. Will any vacancy, i.e., vacation, sickness, leave of absence, affect the progressive rest day?

A. No, the position rotates and is not affected by any vacancy of the incumbent.

QUESTION #4

Q. What is considered a guaranteed progressive rest day?

A. Thirty-two (32) hours from the end of tour of duty.

QUESTION #5

Q. What is considered an unassigned rest day?

A. Twenty-four (24) hours from end of tour of duty.

QUESTION #6

- Q. When does an unassigned rest day start when one is notified at other than their work location?**
- A. Twenty-four (24) hours begins after notified at the beginning of the next tour of duty.**

Example: Notified at 11:00 a.m. to observe rest day. The rest day will commence at 3:00 p.m. and the employee is subject to call to fill position at 3:00 p.m. the following day. Call Rule in effect.

QUESTION #7

- Q. Under the CSXT System ATDA collective bargaining agreement, how will Guaranteed Assigned Train Dispatchers be returned to active service after completion of their unassigned rest day or their assigned, progressive rest day?**
- A. Such Guaranteed Assigned Train Dispatchers will be placed at the foot of their respective guaranteed extra boards at the expiration of their assigned or unassigned rest days in the same order they were removed from said list.**

QUESTION #8

- Q. If a Dispatcher is notified to observe an available day prior to 2259 on the day prior to his rest day, when will the Dispatcher be marked up?**
- A. He will be available the first shift day following the progressive rest day; if not notified the employee will be available the second shift following his progressive rest day.**

QUESTION #9

- Q. If the Dispatcher is granted vacation or personal leave prior to his guaranteed progressive rest day, when will the Dispatcher be marked back up?**
- A. He will be available the first shift day following the progressive rest day.**

Questions and Answers Regarding

GUARANTEED ASSIGNED TRAIN DISPATCHER POSITIONS

1. Q. Are these positions to be bulletined as “new positions” when established?
A. Yes.
2. Q. Will such positions be bulletined as having an assigned workweek beginning on Saturday and extending through Friday?
A. Yes.
3. Q. Are these positions to be paid for five days each workweek (Saturday through Friday) even if no actual service is performed?
A. The incumbents of these positions will be paid a minimum of five days’ pay at the Train Dispatchers’ straight time rate for each workweek, Saturday through Friday, in which he is fully available for service. (Compensation paid the incumbents of these positions for service preformed will be at the rate of pay of the position worked. For days not worked in a workweek less than five, the incumbent will be paid at the straight time rate of pay of Trick Dispatcher for those days necessary to make a total of five days’ pay in a workweek).
4. Q. Precisely what would the incumbent of such positions be required to do to be “fully available for service”?
A. If the incumbent is not going to be at the normal place of calling which he has on record with the Chief Dispatcher (residence, etc.), in order to be considered “fully available for service” he must notify the Chief Dispatcher’s office not later than one and one-half hours prior to the starting time of the assignments in the office of the first, second, and third tricks. (This is not to be construed as a requirement that the incumbent call in at these times. On the contrary, such calling in is to be done only when the incumbent is away from the place where he is normally called.)
5. Q. Employee “A” is assigned to a “Guaranteed Assigned Train Dispatcher” position and he works extra as a Trick Train Dispatcher 7:59 a.m. until 3:59 p.m., Saturday through Friday. How would he be compensated?
A. He would be paid at the straight time rate of Trick Train Dispatcher for service performed Saturday through Wednesday. For service performed on Thursday and Friday he would be paid at the time and one-half rate of Trick Train Dispatcher.

6. Q. Employee "A" works extra the first trick Saturday through Wednesday, is off Thursday, and then works the same position or another on Friday. At what rate is he paid for the service performed on Friday?
- A. At the rate of time and one-half of the position he works.
7. Q. Employee "A" performs no service on Monday and Tuesday, works extra first trick Wednesday, Thursday, and Friday, and second trick Saturday through Wednesday, a total of eight consecutive days. Is any of this service compensable at time and one-half rate?
- A. No, because two "workweeks" are involved.
8. Q. May a Guaranteed Assigned Train Dispatcher apply for and be assigned to temporary vacancies in accordance with Article 6(b) of the schedule agreement?
- A. Yes.
9. Q. When on such a temporary vacancy does a Guaranteed Assigned Train Dispatcher assume all the conditions of that position, including assigned rest days?
- A. Yes.
10. Q. Once a Guaranteed Assigned Train Dispatcher is placed on a temporary vacancy under provisions of Article 6(b) must he be allowed to remain on that vacancy?
- A. Yes, unless he is displaced pursuant to provisions of the schedule agreement or in the event he bids in another temporary vacancy.
11. Q. A Guaranteed Assigned Train Dispatcher is protecting a temporary vacancy and is observing the rest days of the position. Can he be required to perform extra service on another position while observing those rest days?
- A. No, except where no extra men are available, in which event he can be used in accordance with his seniority to perform the service in the same manner as other regularly assigned Train Dispatchers. In the event he does perform service on these two rest days he would be paid at the time and one-half rate of pay.
12. Q. If a Guaranteed Assigned Train Dispatcher is not occupying a temporary vacancy as provided by Article 6(b), does he stand to be called for extra work on a day-to-day basis, the same as an Extra Train Dispatcher?
- A. Yes.
13. Q. If there are no regularly assigned applicants for a temporary vacancy and a Guaranteed Assigned Train Dispatcher is placed on

the vacancy, must he remain thereon and observe the rest days and conditions of the position?

- A. No. Each day the vacancy is open it must be filled by assigning the first out available Guaranteed Assigned Train Dispatcher or Extra Train Dispatcher. If the Guaranteed Assigned Train Dispatcher works more than five consecutive days in the workweek beginning on Saturday, he shall be paid the time and one-half rate for service on the sixth and/or seventh days. The Guaranteed Assigned Train Dispatcher should apply for the temporary vacancy under Article 6(b) if he desires its rest days and conditions.
14. Q. What "training" is contemplated for days upon which no Train Dispatcher service is performed?
A. Generally, duties which have some relation to the duties of position of Chief Train Dispatchers, Assistant Chief Train Dispatchers, or Trick Train Dispatchers.
15. Q. Does "training" include supervising clerical forces, station forces, checking yard, trucking freight, etc.?
A. No, except as such may be related to the duties of a Chief Train Dispatcher, Assistant Chief Train Dispatcher, or Trick Train Dispatcher.
16. Q. What length of time constitutes a "training day"?
A. Eight consecutive hours. See Article 3(a) of the schedule agreement.
17. Q. Is it understood that not more than eight hours' service is to be performed within any 24-hour period?
A. The hours in which service is performed within any 24-hour period are as set out in the schedule agreement, as modified herein, all of which, of course, must be within the confines of the Hours of Service Act.
18. Q. Assume employee "B", a Guaranteed Assigned Train Dispatcher, begins a training day at 8:00 a.m. At 10:00 a.m. it becomes known that second trick must be filled on that day and employee "B" is relieved at that time and instructed to work the second trick vacancy. Would this action be a violation of the Hours of Service Act?
A. This would involve commingling of service not covered by the Hours of Service act with service that is covered by the Act. In this situation, employee "B" could only be used for the aggregate amount of time permitted by the Act. It would be preferable to permit employee "B" to complete his training day and use another Guaranteed Assigned Train Dispatcher on the second trick vacancy, if one were available.

19. Q. If a Guaranteed Assigned Train Dispatcher performs service on Position No. 7, which has assigned rest days of Monday and Tuesday, and he works Saturday, Sunday, Monday, Tuesday, Wednesday, Thursday, and Friday, what days are paid for at the time and one-half rate?
- A. If performed as extra work, Thursday and Friday, for those are his sixth and seventh days of extra work in the workweek. If he applies for and is assigned to Position No. 7 under Article 6(b), Monday and Tuesday, for those are the rest days of the position and one assumes the rest days of a temporary vacancy the same as the regular incumbent.
20. Q. Can the positions of Guaranteed Assigned Train Dispatchers be used to work hours and/or territories that are not the part of any other regularly assigned position in the office?
- A. Yes, on a temporary basis when conditions require. However, it is not the intent to use these positions to avoid the establishment of new positions or to evade the provisions of Article 3(g) of the schedule agreement.
21. Q. Guaranteed Assigned Train Dispatcher "A" has been compensated for five day's vacation Saturday through Wednesday. When is he placed on the rotating board and in what place on the board? (First trick positions in the office all commence work at 7:59 a.m.)
- A. He will be placed first out at 7:59 a.m., Saturday, unless another Guaranteed Assigned Train Dispatcher has not worked on Thursday and Friday.
22. Q. Under the above situation, Guaranteed Assigned Train Dispatcher "B" is first out and has not worked since Wednesday. Guaranteed Assigned Train Dispatcher "C" is second out and last worked on Thursday. Where is "A" placed with respect to them?
- A. Behind "B" but ahead of "C".
23. Q. Guaranteed Assigned Train Dispatchers "A", "B", and "C" are first, second, and third out, respectively. There are three vacancies on first trick, one at 7:00 a.m. and two at 7:30 a.m. How are these three employees used to fill the three vacancies?
- A. First out employee "A" is called for the 7:00 a.m. vacancy. Second out employee "B" is given his choice of the 7:30 a.m. vacancies. Third out employee "C" is used on the remaining vacancy.

APPENDIX 7 SENIORITY RETENTION

Section 1

Any employee who was promoted to an official, supervisory, or excepted position from the craft or class represented by the ATDA on or before February 26, 1987, may elect to accumulate seniority within the craft or class represented by the ATDA. Such an employee who elects to accumulate seniority shall have ninety (90) days from February 26, 1987 to pay a fee equal to the applicable current quarterly membership dues to the ATDA National Office. Thereafter he shall accumulate seniority so long as he pays a fee no greater than the applicable current membership dues of the ATDA. In the event such an employee does not pay the required fees, the Secretary-Treasurer of the ATDA shall so notify the designated carrier officer with a copy to the employee involved. An opportunity for a hearing similar to that provided a current employee represented by the ATDA shall be provided. If such promoted employee is found not to have complied with the provisions of this Section, he shall retain but cease to accumulate seniority in the craft or class represented by the ATDA.

Section 2

Any employee who is promoted to an official, supervisory, or excepted position from the craft or class represented by the ATDA subsequent to February 26, 1987, may elect to retain and accumulate seniority within the craft or class represented by the ATDA so long as he pays a fee no greater than the applicable current membership dues to the ATDA National Office. In the event such an employee fails to pay such fee, the Secretary-Treasurer of the ATDA shall so notify the designated carrier officer with a copy to the employee involved. An opportunity for a hearing similar to that provided a current employee represented by the ATDA shall be provided. If such promoted employee is found not to have complied with the provisions of this Section, his seniority in the craft or class represented by the ATDA shall be terminated and his name shall be removed from the appropriate seniority roster.

APPENDIX 8 TERMINATION OF SENIORITY

The seniority of any employee whose seniority under an Agreement with ATDA is established after February 26, 1987, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The “365 consecutive days” shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

APPENDIX 9 RATE PROGRESSION

Employees entering service on and after February 26, 1987 on positions covered by an agreement with ATDA shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

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

(b) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(c) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).

(f) 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.

(g) Service with the carrier in a craft represented by another organization shall also be included in determining periods of employment under this rule.

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

NOTE: The term "qualified dispatcher" includes qualified employees represented by the ATDA in other positions.

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

APPENDIX 10 RULE G BYPASS

Recognizing that the use of alcohol and/or drugs is a serious problem within the railroad industry, management and the American Train Dispatchers Association, in an effort to assist the apparent Rule G violator retain an employment relationship and seek rehabilitation, jointly consider a change in Rule G policy desirable and, therefore, agree to modify the respective applicable discipline rule or rules to the extent hereinafter provided:

1. An apparent Rule G violation which does not involve any other apparent rule violation, whether reported by fellow worker or discovered by Carrier Officer, will be handled in offices where this agreement is in effect in the following manner:

A. Employee will immediately be removed from service and given option of urinalysis or blood tests.

B. Supervisor should, when practicable, make an effort to ensure that the employee will return to his home safely.

C. Employee will be notified of Rule G violation charge in accordance with the applicable agreement rule. Along with the Charge Notice, the employee will be furnished an Option Form on which to indicate selection of one of the following options:

(1) Will attend hearing on Rule G violations charge, or

(2) Will contact one of the Carrier's Employee Assistance Program Counselors within five (5) days of the date the Charge Notice is received and will indicate a willingness to immediately enroll and participate in an approved rehabilitation program, with the understanding that:

(a) The hearing on Rule G charge will be held in abeyance.

(b) The employee will continue to remain out of service, and,

(c) The employee will be carried on the Carrier's records as being off due to "Disability."

2. Efforts will be made to notify the employee's Office Chairman and/or Assistant Chief Dispatcher on duty of the incident in order to assist the employee in the decision to be made under Paragraph 1-C.

- 3. An employee who elects Option C-(2) of Paragraph 1 will remain out of service until the Company Officer having jurisdiction makes determination that the employee can safely return to service. Upon resuming duty, the original Rule G violation charge will be dropped.**
- 4. To assist the Company Officer in determining whether or not to return the employee to active duty, the employee must undergo an examination as required by the Carrier's Chief Medical Officer.**
- 5. If and when the employee is permitted to resume duty, a personal conference between the employee, the employee's Office Chairman and the Company Officer will be held before the employee is marked up for service.**
- 6. Should an appeal by the Office Chairman for the employee's restoration to service be denied by the Company Officer, conference referred to in Paragraph 5 will be held if requested by the Office Chairman. If dispute exists as to the status of the employee following such conference, the Office Chairman may refer the matter to the General Chairman for further handling with the Director of Labor Relations.**
- 7. Should an employee who has been returned to service under Paragraph 3 of this agreement appear to again violate Rule G within a period of five (5) years from the date authorized to resume duty, hearing will be held on the Rule G charge under applicable agreement rule.**
- 8. Should an employee who has been returned to service under Paragraph 3 of this agreement not have another Rule G violation within a period of five (5) years after having resumed duty, but thereafter is charged with violation of Rule G, then the employee will again be subject to the provisions of Paragraph 1-C of this agreement.**
- 9. When an incident occurs where an employee apparently was in violation of Rule G and possibly in violation of another rule or rules, the Carrier, at its sole discretion, may proceed in one of the following ways:**
 - A. Treat the matter as a Rule G incident only and, accordingly, the provisions for Paragraph 1-C of this agreement will then be applicable.**
 - B. Charge the employee with violation of Rule G as well as any other rule or rules and hold hearing under applicable agreement.**
 - C. Provided the employee is offered the opportunity and is willing to elect Option C(2) of Paragraph 1 with respect to the Rule G violation charge, proceed with the hearing on the rule(s) violation involving rule(s) other than Rule G and assess discipline, if justified, based on transcript of hearing.**

10. Should an employee elect Option C(2) of Paragraph 1 and either fail to enroll in an approved rehabilitation program within the prescribed period or, after enrolling, fail to continue participation in the program, the Division Manager, upon being notified of such fact by the Carrier's Employee Assistance Program Manager, will consider the employee as having elected Option C(1) of Paragraph 1. Under such circumstances, any provision of any applicable agreement rule providing a time limit from the date of incident in which the hearing must be held will be considered waived by all involved parties. However, the hearing must be held within ten (10) days from the date charged, if possible.

11. In the application of the agreement, particularly Paragraph 1-A, if urinalysis or blood test returns with negative reading, all lost time and/or expenses in connection with removal from service will be paid.

12. For convenience, references to gender, if any, 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.

13. This agreement will be made effective within thirty (30) days of the date the Carrier is notified by the Organization that the agreement has been ratified, and will continue in effect until revised or amended by agreement of the parties. The Carrier and the General Chairmen will meet at approximately six-month intervals to review their experiences under this agreement. It is further understood that this agreement may be cancelled upon thirty (30) days' written notice, either party to the other.

APPENDIX 11 DRUG AND ALCOHOL TESTING

Whereas, CSX Transportation, Inc., (hereinafter "CSXT"), (hereinafter "railroad"), and the American Train Dispatchers Association (hereinafter "ATDA"), 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 ATDA 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 railroad's 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. In 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. Examples 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 taxicabs 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 railroad's 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.

4(a) 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 Section 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 employee's 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.

4(b) 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 and no longer under pay.

6. When drug and alcohol testing occurs in Section 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 railroad 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 railroad 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/ml. 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.

8(a) For the alcohol tests mandated in this Agreement, the railroad 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.

8(b) 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 10 mg/dl.

8(c) 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 railroad will use to analyze urine and blood samples provided by the employee pursuant to this Agreement will be of high quality. Should the ATDA have valid questions about the competency of the testing laboratory, the railroad, upon receipt of such question, shall investigate the matter and report its findings to the ATDA. Should standards and certification be established by the National Institute of Drug Abuse, the laboratory selected by the railroad 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.

11(a) 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 Carrier's Chief Medical Officer, and will be required to participate in the Employee 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 reexamination by the Medical Department, which will include alcohol and drug screens. (This procedure is explained in Appendix B).

11(b) 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) of this Agreement prior to being returned to service. Failure of the former employee to meet the requirements of Subsections 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' Transportation Department 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 railroad's Employee Assistance Program counselors, the employee or his representative may appeal the evaluation or treatment by requesting the railroad's Highest Designated Officer under the Railway Labor Act to establish a joint medical board in accordance with the following procedures:

a. The employee involved, or his representative, will select a physician to represent him and 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 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 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 railroad's 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 railroad 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 line 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 ATDA, and optional orientation sessions will be held throughout the railroad systems outlining the procedures for implementing this Agreement.

16. An Oversight Committee will be established, composed of one member each from the ATDA, 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 railroad agrees 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 ATDA 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 that 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 railroad or objection by an employee to the conducting of searches of lockers or personal property of the employee by the railroad's employees or agents for disciplinary purposes; and by entering into this Agreement, ATDA shall not be considered as having concurred with or expanded upon any right of the railroad relative to conducting searches of lockers or personal property for disciplinary purposes.

21. It is agreed that this Agreement is without prejudice to the railroad's 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.

22. The railroad agrees that they will not seek monetary indemnification for litigation expense or damages from the ATDA should litigation be brought by an individual employee or group of employees, which is not authorized by ATDA and which ATDA is not acting in concert with such employee(s), over the railroad's testing of the employee under this Agreement.

However, the railroad may join the ATDA 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).

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 service, 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.

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

Samples to be Provided

<u>FRA Mandatory</u>	<u>Reasonable Suspicion</u>	<u>Refused Samples</u>
____ Blood and Urine	____ Urine	____ Urine
____ Employee Initials	____ Blood	____ Blood
	____ Employee Initials	____ Employee Initials

SAMPLE COLLECTION

Institution Collecting Samples - Name and Address

**Name & Title of Person
Collecting Sample**

Date and Time Sample Provided

Telephone Number

Date and Time Sample Shipped

Urine Sample # _____

Blood Sample # _____

Urine Sample # _____

Blood Sample # _____

TESTING CONTROL FORM

MEDICAL/EAP PROCEDURES

FOR HANDLING EMPLOYEES DRUG & ALCOHOL TESTED

Upon receipt of laboratory analysis of drug and alcohol screens provided by individuals covered by this Agreement, those employees found to have used foreign substances must be medically disqualified and removed from service. Negative findings at the levels specified in this Agreement will be attached to the employee's medical record with no notification sent to the employee's work location.

In an attempt to address the cause of the substance use and to prevent such occurrences in the future, the Carriers' Medical Department and Employee Assistance Program have developed a procedure in which all employees under this Agreement found to be positive will be evaluated as to their dependence on drugs and/or alcohol. Those found to be habitual abusers must successfully complete a prescribed treatment program prior to a reexamination by the Medical Department for consideration of returning to service.

This procedure is described in the following steps:

- STEP 1** Employee submits to testing as described and authorized in the Agreement. Samples are analyzed at the Carriers' approved laboratory and all findings are forwarded to the Medical Department. Negative findings are noted in the employee's medical files. Copy is sent to the employee, but not sent to the employee's supervisor. Positive findings will result in the employee being medically disqualified from service. If it comes to the attention of the Medical Department that a test is defective in that there is no proper chain of custody, or that the chain appears to be violated in the opinion of the testing analysis laboratory, the results will be considered null and void and the employee will be handled as though the test results were negative.
- STEP 2** Medical Department staff telephonically notifies supervision to remove employee from service.
- STEP 3** Confirmation of medical disqualification and telephonic notification to remove from service is provided the employee's supervisor in writing by the Medical Department in the usual manner.
- STEP 4** Employee is notified in writing of medical disqualification and given the reason for this action, e.g., on the basis of the alcohol and drug screens. The employee is directed to the appropriate Employee Assistance Program counselor for evaluation. Should the employee

fail to respond or refuse to contact the EAP, the Chief Medical Officer will send a follow-up letter to the employee. This letter reemphasizes that without an evaluation by the counselor, no physical examination will be scheduled and no consideration will be given to return to service.

- STEP 5** Employee is evaluated by the Employee Assistance Program counselor, and the results of this evaluation are sent to the Chief Medical Officer. If found to be non-dependent, the Medical Department will schedule the physical examination after receiving the proper documentation from the counselor. Should the employee be in need of treatment, the counselor will develop a Treatment Plan for the employee and forward a copy to the Chief Medical Officer for placement in the employee's medical record.
- STEP 6** Employee begins activities to satisfy the objectives outlined in the Treatment Plan. The EAP counselor monitors progress of the employee on a weekly basis or more frequently if appropriate.
- STEP 7** Upon completion of treatment, the EAP counselor furnishes the Chief Medical Officer in writing with the documentation of the employee's progress. Should the employee fail to participate in treatment, or unsuccessfully complete the Treatment Plan recommendations outlined for him, the Chief Medical Officer will be notified of the employee's performance in writing.
- STEP 8** After receiving the proper documentation outlining the completion of treatment, the Chief Medical Officer will authorize another physical examination for consideration or return to service. Should the Chief Medical Officer be advised that the employee failed to complete treatment, the Chief Medical Officer will notify the employee by letter that without providing evidence of completing treatment, no return to service examination will be scheduled.
- STEP 9** Employee reexamined by the Railway Medical Examiner in preparation for return to service.
- STEP 10** If qualified, supervision is notified telephonically with hard copy to follow for the employee's file. Employee resumes service immediately upon supervisor's receipt of this information. If found to be unqualified by the Medical Department, supervisor is not notified of this finding. If the reason for failing the qualification process is substance abuse related, additional medical problems are uncovered, they will be handled in accordance with established Medical Department policies and procedures prior to being considered for reexamination by the Medical Department for consideration of return to service.

TAKING URINE AND BLOOD SAMPLES

TO PERSONNEL OF THE MEDICAL FACILITY:

In compliance with Federal safety regulations (49 CFR Part 219), a railroad representative has requested that you take blood and/or urine samples from a railroad employee. Certain railroad employees are required to provide these samples by regulations having the force and effect of Federal law (49 CFR Part 219, Subparts A,D). Your assistance is requested in carrying out this program of testing, which is important to the protection of the public safety and the safety of those who work on the railroads.

Observance of the following procedures will ensure that complete and meaningful toxicological analysis can be conducted on the samples and that the results can be positively identified with the persons from whom the samples are taken.

General:

The railroad will provide you a CompuChem Laboratories shipping kit that contains necessary supplies. CompuChem Laboratories has been especially designated to perform this testing.

Please perform all of these steps in the presence of the employee who is providing the samples, if possible. This will enhance his/her confidence in the fairness of the procedure.

At a minimum, two (2) urine samples must be obtained, the second sample being obtained at least twenty minutes after the first is obtained.

If the employee elects to have a blood sample taken, prompt collection of the blood sample is important. Please perform that step as soon as possible, if the employee indicates he wishes a blood sample in addition to the urine sample he must provide.

An employee who appears in the professional judgment of your staff to be in need of further evaluation and/or treatment at the time specimens are to be collected should not be required to submit the specimens until the attending physician is satisfied that obtaining the samples is consistent with the health of the employee.

Basic rules to follow:

There are several fundamental rules that must be applied to all testing situations to avoid violating the Chain of Custody:

1. Never leave specimens unattended.

A specimen is considered safely in custody only while it is in the physical control of a responsible testing official. If you must leave the immediate area of specimens in your custody, you **MUST** seal the specimen by applying the custody seal/ID label and:

PUT THE SPECIMEN UNDER LOCK AND KEY or TRANSFER THE SPECIMENS TO ANOTHER PERSON'S CUSTODY.

2. Keep your Chain of Custody as short as possible.

The fewer people who must handle each specimen, the better. Keeping the number of handlers down not only helps prevent breaches in Chain of Custody procedures, but also cuts down on time consuming documentation.

USING THE ORDER ENTRY/SAMPLE CUSTODY FORM:

CompuChem uses a combination form which contains both Order Entry information and Sample Custody Documentation. This helps ensure that all of the necessary information about a particular specimen arrives at the laboratory at the same time as the specimen. Please use one form for each urine sample, and if a blood sample is collected, use another form for the blood sample.

SAMPLE COLLECTION KIT:

ALL SPECIMENS ARE TO BE COLLECTED AND PACKAGED ONLY IN COMPUCHEM'S OFFICIAL COLLECTION KIT. SEVERAL KITS MAY, IN TURN, BE GROUPED FOR SHIPMENT IN A LARGER CONTAINER.

Each Collection Kit consists of the following:

1. 2, 60 ml urine specimen bottles with screw cap.
2. Adhesive Custody Seal/ID Labels, forms and instructions.
3. Styrofoam blood tube holder.
4. Shipping container.

FILLING OUT THE ORDER ENTRY FORM:

All of the entries on the Order Entry Form are critical to the proper handling of specimens and reporting of results. Many have been preprinted onto the forms you will be given. Only fill in the following entries:

1. Social Security Number:

Enter the Social Security number of the person to be tested. The Social Security number used on the Custody document **MUST** match that on the specimen I.D. label on the bottle.

2. Name and/or other ID:

Enter the full name and company I.D. number of the person to be tested. The name and I.D. number used on the Custody document must match that on the specimen I.D. label on the bottle.

3. Change of Custody:

A. PURPOSE OF CHANGE OF CUSTODY

Enter the purpose of each change in custody (i.e., provide specimen, transfer to laboratory, released for shipment).

B. RELEASED BY

The person giving up custody of the specimen must print or type his/her name and sign the entry here.

C. RECEIVED BY

The person taking custody of a specimen must print or type his/her name and sign the form here.

D. DATE

Enter the date of each change of custody.

4. Special Notes:

a. Print "For Reasonable Cause" in this block.

b. Print "urine-drugs" in this block for the first urine sample taken, print "urine alcohol" for the second urine sample taken at least 20 minutes after the first, and print "blood-confirm" in this block for the blood sample, if one is taken. Please be sure to print the type of sample, e.g. urine-drugs, on the label of the specimen container for that sample.

c. Enter in this block also any prescribed drugs or over-the-counter medications the employee has taken in the past 60 days. Explain

that this information is necessary to interpret the analysis results properly.

URINE COLLECTION PROCEDURE:

1. Open the collection kit and remove the specimen bottle and custody seal/I.D. label.
2. Call the patient to be tested.
3. Fill out the custody seal/I.D. label, providing I.D. number, Social Security Number, and name of the patient being tested, and the signature of the collecting/shipping official.
4. Enter the specimen Social Security number, company I.D. number and name on the order form EXACTLY as it appears on the I.D. label.
5. Give the patient the specimen bottle and advise him/her to give a urine specimen. **THE MINIMUM REQUIRED VOLUME IS 50 MLS.** If feasible the patient should be permitted to provide the specimen alone in a dry room. If this is not feasible and a room with running water must be used and you do not directly observe the urination, check the sample to be sure that it is warm. If there is any problem, advise the railroad representative. No railroad official shall observe any part of the specimen collection procedure.

NOTE: The use of other specimen bottles to ship the urine is not permitted. If a temporary container is used to collect the urine it must be a single-use container and the contents of the temporary container must be transferred immediately to CompuChem's specimen bottle.

6. Immediately cap the bottle, making sure that the cap fits tightly.

NOTE: If the cap will not tighten on the bottle, obtain another specimen kit and transfer the urine to the new bottle or try the new cap on the same bottle, discard the defective bottle or cap.

7. Peel the back off the custody seal/I.D. label and place over the bottle cap. Have the patient initial and date the seal.
8. Place the specimen bottle in the shipping container.
9. Enter the purpose of change: "transfer to lab", in chain of custody section of order entry form.
10. In the column under "released by," the collecting official should print or type his/her name and sign.

11. In the column under “received by, “ the collecting official should print or type his/her name and sign.
12. After 20 minutes collect the second urine sample using the same procedure as above.
13. If a blood sample is not provided by the employee prepare the container for shipping as described below. If blood is provided follow the procedure for collecting blood described below, place blood tube in its special holder and place the holder in the container for shipment as described below.

NOTE: The railroad representative will have the samples picked up by a Federal Express courier.

14. The best procedure is to have the collecting official be the same person as the shipping official. However, it may be necessary for the collecting official to sign the specimen over to another person for shipping. If this happens, the collecting official should document release of the specimen from his/her custody to the shipping official, making sure to show the transfer date and purpose of change. The shipping official would then complete the shipping information on the front and seal the container for shipment to the lab.
15. Review the order form to make sure it is complete.
 - A. Does the specimen Social Security number, company I.D. number and name on the order forms match each bottle’s Social Security number, company I.D. number and name?
 - B. Has the type of analysis (i.e., urine-drugs, urine-alcohol, or blood-confirm as appropriate) been printed in the “Special Notes” section?
 - C. Have any prescribed drugs or the over-the-counter medications used by the employee in the past 60 days been listed in the “Special Notes” section?
 - D. Have all of the steps in the chain of custody been documented?
 - E. Is your signature the last entry on each specimen custody section?
16. Separate the white, yellow and pink copies of the order forms. Fold the white copies and place inside the shipping container. Retain the pink and yellow copies for your records. Seal the container by moistening the seal tabs on the cover of the shipping container and applying them to the bottom of the container.

17. Slide the container inside the envelope or box provided by the courier service and close the envelope or box.

NOTE: If the chain of custody portion of the order entry form is blank, CompuChem will not process the order.

If more than one container is available for shipping, the containers can be placed inside a larger box and sealed for shipping or they may be shipped individually.

Courier service charges will be borne by the railroad.

BLOOD SAMPLES:

If the employee elects to have a blood sample taken, select a sterile evacuated "gray top" tube and place the employee's identifying information on the tube seal. (Gray-top tubes" are not provided; please use "gray-top" tubes available at your facility.)

Do not use an ethanol-base antiseptic to prepare the area for venipuncture. Isopropyl alcohol or PVP prep pad is acceptable.

Draw 10 milliliters of venous blood.

Deposit blood directly from the syringe into the tube. Place blood tube seal over rubber stopper and down sides of tube. Ask the employee providing the sample to initial and date the seal on the tube.

Place the blood tube into the Styrofoam holder provided in the shipping container and place the holder in the shipping container with the urine samples already collected for shipment.

After the blood sample has been collected and labeled, please follow the same procedures for Chain of Custody, filling out the Order Entry Form and preparing the sample for shipment as for urine samples as discussed above.

BILLING:

As noted above, the railroad will bear the expense and will arrange for the shipment of samples, by courier, to the laboratory especially designated to perform these analyses, i.e., CompuChem Laboratories. The railroad will bear all costs associated with the analyses themselves. Furthermore, the railroad will pay reasonable and customary fees for collection, preparation and handling of the samples. Bills for these services should be clearly marked to indicate that the fees are for

collecting, preparing and handling toxicological test samples and should be sent to:

**Chief Medical Officer - J290
CSX Transportation
500 Water Street
Jacksonville, Florida 32202**

For any employee requiring further evaluation and/or treatment, the railroad will also pay for the initial evaluation necessary to determine the need for further treatment, and the charges for this should be sent to the above address. Further treatment or evaluation will be handled either through the employee's medical insurance or by the railroad depending on the nature of the condition for which the employee is being treated.

APPENDIX 12 TAPE RECORDERS

- 1. Tape recorders will not be used to relieve Train Dispatchers from keeping proper records as required by the operating rules.**
- 2. Tape recorders will not be monitored for the purpose of acquiring information to initiate discipline against Train Dispatchers.**
- 3. In the event that monitoring of tapes reflects any violations of rules or improper practices, such information will be used to point out to the Train Dispatcher the proper procedure to be used, and how to make his/her work safer and more efficient.**
- 4. In the event Train Dispatchers are charged with rule violations and are required to give statements, they will have the right to review the tape recordings of the event in question, to refresh or clarify their recollection.**
- 5. The Dispatcher's ATDA representative will have the option of reviewing, prior to and/or during the investigation, in the presence of a company representative any tape recordings pertaining to events which are the subject of any investigation-hearing involving Train Dispatchers whom he represents.**
- 6. In the event tape recordings are used in investigations involving Train Dispatchers, a written transcript of the passages to be used will be provided by the Company to both principal and representative.**

APPENDIX 13 CRT EQUIPMENT

1. Recognizing that Cathode Ray Tube equipment is simply an improved method of communication, Train Dispatchers, Assistant Chief Train Dispatchers and Night Chief Dispatchers may be required to use CRT Units (or similar machines) to input any information necessary pertaining to the train dispatching operations on the division. "Any information necessary" is intended to include, but is not limited to, programs such as the Train Operations Monitoring System (TOMS) and Computer Assisted Dispatching System (CADS). Such work, when assigned to dispatching forces, will become work belonging to the Dispatchers' craft, unless such work is later eliminated. It is recognized that the right to such work does not include other work which is now, or may be assigned in the future, to other crafts.

APPENDIX 15

April 1, 2004
Side Letter #6

Steve M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003

Dear Mr. Sutherland:

This refers to our discussions, which led to the CSXT/ATDA Collective Bargaining Agreement dated April 1, 2004. In order to consummate this understanding, CSXT agreed to set a baseline of GATD incumbents at the Jacksonville NOC, Calumet City and Wallaceburg offices. The baseline number of GATD incumbents will be adjusted based on a formula of 1.11 GATD incumbents per console.

The Company will be provided a three (3) month window to meet this number no later than three (3) months from the effective date of this Agreement. So long as the number of GATD incumbents at the NOC, Calumet City and Wallaceburg offices stays within 95% of the above baseline number Article 5(i) 4th order Paragraph (a) will remain in place. Should the baseline number of GATD incumbents fall below the 95% of said baseline number, Article 5(i) 4th order Paragraph (a) will be superseded by Article 5(i) 4th order Paragraph (b). Any subsequent rearrangement will be made in seniority order and paid at the punitive rate.

Very truly yours,

/s/ S. R. Friedman

Steven R. Friedman
Senior Director-Labor Relations

I Concur: */s/ Steve Mr. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

I Approve: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA

APPENDIX 16

**April 1, 2004
Side Letter #10**

**S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003**

Dear Mr. Sutherland:

This letter is meant to confirm our final discussion prior to our agreement of April 1, 2004; to wit:

1. In amended Article 5(i), Order of Call, it is understood that the network chief must exhaust the first three steps in the order of call before rearranging GATDs. If the network chief mishandles a rearrangement under the amended Fourth Order of Call, the junior GATD not rearranged properly will be entitled to a four (4) hour penalty. This provision will be enacted forty-five (45) days after the new collective bargaining agreement is signed.

2. We agreed that a one-time only window to contribute personal leave days or sick days to an employee's 401(k) account will be provided in July of 2004. Such contributions will be limited by applicable federal law and will be administered by the Payroll Department as soon as practicable. Employees seeking such contributions must do so during the month of July 2004 without exception. Thereafter, all such contributions will be administered in the normal manner under Article XIII of the February 20, 1997 Agreement.

3. It is understood that those dispatcher trainees on the property at the time this agreement is signed will be entitled to all of the benefits of Article X herein except Section 7. Such employees may not realize such benefits until they fully establish an ATDA seniority date. The Organization will supply my office with the list of names of such trainees to avoid any dispute going forward.

4. It is agreed Article 25, Section 2 supersedes the ATDA supplemental sickness plan when involved in an off-track vehicle accident.

**Very truly yours,
/s/ S. R. Friedman
Steven R. Friedman
Senior Director-Labor Relations**

**I concur: /s/ Steve M. Sutherland, Jr.
S. M. Sutherland
General Chairman/ATDA**

**Approved: /s/ S. A. Hunnicutt
S. A. Hunnicutt
Vice President/ATDA**

APPENDIX 17

April 1, 2004
Side Letter #8

Steve M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003-8308

Dear Mr. Sutherland:

This refers to our negotiations, which led to the proposed collective bargaining agreement of June 12, 2003. That agreement modified the ATDA sick plan from a program of sick days granted on a seniority basis to the ATDA Supplemental Sickness Benefit Plan. This disability insurance plan will be modeled after the national plan granted most UTU-represented yardmasters. However, this plan will be structured to meet the needs of the CSXT Train Dispatchers under this proposed agreement; to wit:

1. The applicants, once approved by the insurance company, will be covered for a twelve month period for each such illness or injury.
2. The policy will pay the applicant 70% of his daily rate from last position worked at the time the illness or injury occurs.
3. Neither CSXT nor the insurance company will be permitted to reduce the 70% daily wage rate basis for coverage without benefit of bargaining through Section 6 of the Railway Labor Act.
4. This Plan will apply to all active Train Dispatchers under this agreement, including ATDA officers who hold a Train Dispatcher position with CSXT.
5. Those Canadian Train Dispatchers under the Plan who collect benefits under the disability insurance plan will be paid in U. S. dollars.
6. Train Dispatchers under the Plan may elect to obtain or continue disability insurance plans of their own. However, the Plan will offset funds collected through individual insurance plans that collectively exceed 100% of the dispatcher's daily rate.
7. Any Train Dispatcher who obtains benefits from the Plan and is subsequently disqualified by the insurer is obligated to repay such funds pursuant to Article 10, Section A(6). In the event any such employee elects not to return to work rather than to repay the debt will have such monies withheld from any vacation or personal time due said employee.

8. Train Dispatchers with pre-existing conditions who would otherwise qualify under the Plan will receive the full benefit of the ATDA Supplemental Sickness Benefit Plan.

9. Military veterans collecting pensions are not eligible for RUIA benefits. The NSSB Plan does not permit such pension-eligible veterans to collect disability benefits. CSXT has agreed to amend the Plan to grant eligibility to such veterans so long as RUIA monies are considered an off-set from said benefits.

Very truly yours,

/s/ S. R. Friedman

Steven R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steve M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

I approve: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA

**APPENDIX 18
HEALTH AND WELFARE
Effective April 1, 2004**

PART A – PLAN CHANGES

Section 1 – Continuation of Health and Welfare Plan

The Railroad Employees National Health and Welfare Plan (“the Plan”), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Benefit Changes

(a) The Plan’s Comprehensive Health Care Benefit (“CHCB”) is amended to include one routine physical examination (including diagnostic testing and immunizations in connection with such examinations) each calendar year for covered employees and their eligible dependents. Such CHCB benefit shall cover 100% of the Eligible Expenses up to \$150, and 75% of such Eligible Expenses in excess of \$150.

(b) Routine childhood (up to age 18) immunizations, including boosters, for Diphtheria, Pertussis or Tetanus (DPT), measles, mumps, rubella, and polio shall be provided under the CHCB. This benefit is subject to the applicable deductible and percentage of Eligible Expense payable.

(c) In addition to the Plan’s existing coverage for speech therapy, such therapy will be a Covered Health Service under the CHCB and the Plan’s Managed Medical Care Program (“MMCP”), when given to children under three years of age as part of a treatment for infantile autism, development delay, cerebral palsy, hearing impairment, or major congenital anomalies that affect speech.

(d) Phenylketonurial blood tests (“PKU”) will be a Covered Health Service under the MMCP and the CHCB when given to infants under the age of one in a hospital or on an outpatient basis.

(e) The MMCP will continue to require a co-payment with respect to the first office visit by a participant or beneficiary to her obstetrician or gynecologist for treatment of a pregnancy but will not require a co-payment with respect to any subsequent visit to that obstetrician or gynecologist for treatment of the same pregnancy.

(f) The MMCP will not require a co-payment on behalf of a participant or beneficiary with respect to any visit to a physician’s office solely for the administration of an allergy shot.

(g) The Plan's Prescription Drug Card Program co-payments per prescription are revised as follows: (i) Generic Drug - \$5.00; (ii) Brand Name Drug - \$10.00. The Plan's Mail Order Prescription Drug Program co-payment is revised as follows: (i) Generic Drug - \$10.00; (ii) Brand Name Drug - \$15.00.

(h) A Hearing Benefit will be provided. Such arrangement shall provide a Maximum Benefit of \$600.00 annually for each covered person for covered expenses. Covered expenses shall consist of changes for medically necessary tests and examinations to establish whether and to what extent there is a hearing loss and charges for a permanent hearing aid that is medically necessary to restore lost hearing or help impaired hearing. Such Benefit may, at the carriers' option, be administered through the Plan or as a separate arrangement administered by the National Carriers' Conference Committee, and will include standard limitations, conditions and exclusions.

(i) The Plan life insurance benefit for active employees shall be increased to \$20,000, and the Plan's maximum accidental death and dismemberment benefit for active employees shall be increased to \$16,000.

(j) All of the benefits as changed herein will be subject to the Plan's generally applicable limitations, conditions, and exclusions. Existing Plan provisions not specifically amended by this Article shall continue in effect without change.

(k) The benefits provided under the Vision Care Plan shall be changed from the Select to the Standard Plan.

(l) This Section shall become effective with respect to employees covered by this Agreement on April 1, 2004.

Section 3 – Plan Design Changes To Contain Costs

(a) The parties will promptly solicit bids from interested companies to provide those services to the Plan involving the Managed Medical Care Program ("MMCP") that are currently provided by Aetna U.S. Healthcare. The parties will evaluate the bids received and the capabilities of the companies making those bids and will accept such of them (or enter into negotiations with the bidding company or companies) as the parties deem appropriate.

(b) The parties will promptly research the existence, costs, benefits and services provided, outcomes and other relevant statistics of regional health maintenance organizations, and shall make participation in such of those organizations as the parties deem appropriate available as an option to individuals covered by the Plan.

(c) With respect to geographic areas where the Plan's MMCP is not currently available but where companies capable of administering the MMCP provide such services, the parties will solicit proposals from such companies to

administer the MMCP, and will evaluate the proposals they receive and accept such of them (or enter into negotiations with the proposing company or companies) as the parties deem appropriate.

(d) The parties will solicit proposals from pharmacy benefit managers who specialize in filling prescriptions for injectable medications and will accept one or more of such proposals (or enter into negotiations with the proposing company or companies) as the parties deem appropriate.

(e) With respect to Plan participants and their beneficiaries who live in an area where they may choose between CHCB and MMCP coverage, such Plan's participants and their beneficiaries shall no longer have a choice but shall be enrolled in the MMCP.

(f) With respect to geographic areas where the Plan's MMCP is not currently available, but Aetna U.S. Healthcare or United HealthCare is capable of administering the Plan's MMCP on a cost-neutral or better basis, the Plan's MMCP benefits shall be provided.

(g) The Individual and Family Out-of-Network Deductibles under the Plan's MMCP will be increased to \$200 and \$600, respectively.

(h) During the prescribed election period preceding June 1, 2004 and preceding each January 1 thereafter, employees may certify to the Plan or its designee in writing that they have health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy that they identify by name and, where applicable, by group number, and for that reason they elect to forego coverage for foreign-to-occupation health benefits for themselves and their dependents under the Plan and under any Hospital Association plan in which they participate. Such election is hereafter referred to as an "Opt-Out Election" and, where exercised, will eliminate an employer's obligation to make a contribution to the Plan and/or dues offset payment to a Hospital Association for foreign-to-occupation health benefits for the employee and his dependents.

Each employee who makes an Opt-Out Election will be paid by his employer \$100 for each month that his employer is required to make a contribution to the Plan on his behalf for life insurance and accidental death and dismemberment benefits as a result of compensated service rendered, or vacation pay received, by the employee during the prior month; provided, however, that the employee's Opt-Out Election is in effect for the entire month.

If an event described below in the final paragraph of this subsection occurs subsequent to an employee's Opt-Out Election, the employee may, upon providing the Plan or its designee with proof satisfactory to it of the occurrence of such event, revoke his or her Opt-Out Election. An employee may also revoke his or her Opt-Out Election by providing the Plan or its designee with proof satisfactory to it that, after the employee made the Opt-Out Election, a person

became a dependent of the employee through a marriage, birth, or adoption or placement for adoption. An employee who revokes an Opt-Out Election will, along with his or her dependents, become again covered (effective the first day of the first month following such revocation that the employee and/or his dependents would have been covered but for the Opt-Out Election the employee previously made) for foreign-to-occupation health benefits under the Plan or, in the case of an employee who is a member of a Hospital Association, by the Plan (for dependent coverage) and by the Hospital Association (for employee coverage). (See Health & Welfare Side Letter D.)

The following events are the events referred to in the immediately preceding paragraph:

(i) The employee loses eligibility under, or there is a termination of employer contributions for, the other coverage that allowed the employee to make the Opt-Out Election, or

(ii) If COBRA was the source of such other coverage, that COBRA coverage is exhausted.

(i) The parties shall establish a new benefit package denominated as the Basic Health Care Benefit ("BHCB") effective June 1, 2004 that will be administered by one or more vendors. Participation in that arrangement shall be made available as an option to individuals covered by the Plan. The plan design for the BHCB shall be as provided in Attachment A hereto.

(j) Blue Cross Blue Shield programs selected by the parties will be made available for selection by employees choosing coverage under the MMCP in all areas where the MMCP is made available under the Plan and throughout the United States for selection by employees choosing coverage under the CHCB.

(k) The Plan design changes contained in this Section shall be implemented as soon as practicable except as otherwise provided.

PART B – EMPLOYEE COST SHARING OF PLAN COST INCREASES

Section 1 – Employee Cost-Sharing Contributions

(a) Effective July 1, 2001, each employee covered by this Agreement shall contribute \$33.39 per month to the Plan for each month that his employer is required to make a contribution to the Plan on his behalf for foreign-to-occupation health benefits coverage for himself and/or his dependents.

(b) Effective July 1, 2002, the per month employee cost-sharing contribution amount set forth in subsection (a) shall be changed to \$81.18.

(c) Effective July 1, 2003, the per month employee cost-sharing contribution amount set forth in subsection (b) shall be changed to \$79.74.

(d) Effective July 1, 2004, the per month employee cost-sharing contribution amount set forth in subsection (c) shall be increased by the lesser of (x) thirty (30) percent of the increase, if any, in the carriers' 2004 monthly payment rate over such payment rate for 2003, and (y) \$20.26.

(e) Effective July 1, 2005, the per month employee cost-sharing contribution amount set forth in subsection (d) shall be increased by the lesser of (x) one-half of the increase, if any, in the carriers' 2005 monthly payment rate over such payment rate for 2004, and (y) one-half of the cost-of-living allowance effective July 1, 2005, multiplied by one-twelfth of the average straight-time equivalent hours ("ASTE Hours") for calendar year 2003. (See Health & Welfare Side Letter G.)

(f) Effective January 1, 2006, the per month employee cost-sharing contribution amount in effect on December 31, 2005 shall be increased by the lesser of (x) the sum of (i) one-half of the increase, if any, in the carriers' 2006 monthly payment rate over such payment rate for 2005, plus (ii) the amount (if any) by which the number described in part (x) of subsection (e) of this Section exceeds the product described in part (y) of such subsection (e), and (y) one-half of the cost-of-living allowance effective January 1, 2006, multiplied by one-twelfth of the ASTE Hours for calendar year 2004. (See Health & Welfare Side Letter G.)

(g) Effective July 1, 2006, the per month employee cost-sharing contribution amount in effect on June 30, 2006 shall be increased by the lesser of (x) the amount (if any) by which the number described in part (x) of subsection (f) of this Section exceeds the product described in part (y) of such subsection (f), and (y) one-half of the cost-of-living allowance effective July 1, 2006, multiplied by one-twelfth of the ASTE Hours for calendar year 2004. (See Health & Welfare Side Letter G.)

(h) Effective January 1, 2007, the per month employee cost-sharing contribution amount in effect on December 31, 2006 shall be increased by the lesser of (x) the sum of (i) one-half of the increase, if any, in the carriers' 2007 monthly payment rate over such payment rate for 2006, plus (ii) the amount (if any) by which the number described in part (x) of subsection (g) of this Section exceeds the product described in part (y) of such subsection (g), and (y) one-half of the cost-of-living allowance effective January 1, 2007, multiplied by one-twelfth of the ASTE Hours for calendar year 2005. (See Health & Welfare Side Letter G.)

(i) The pattern specified in subsections (g) and (h) above shall be followed with respect to computation of adjustments to the amount of the employee cost sharing contribution in subsequent periods during which this Part is in effect. (See Health & Welfare Side Letter G.)

(j) For purposes of subsections (d) through (i) above and subsection (l) below, the carriers' payment rate for any year shall mean twelve times the sum of what the carriers' payments to the Plan would have been, in the absence of any employee contributions to the Plan, for foreign-to-occupation health benefits under the Plan per month (in such year) per employee. The carriers' monthly payment rate for any year shall mean the carriers' payment rate for that year divided by 12. An "employee" for these purposes shall include any employee who has elected to opt-out of foreign-to-occupation health benefits under the Plan and under any Hospital Association plan in which he participates (except for employees who opt-out pursuant to item no. 2 of Health & Welfare Side Letter C).

Carrier payments to the Plan for these purposes shall be deemed to include amounts paid pursuant to Section 3(h) of Part A of this Section III to employees who elected to opt-out of foreign-to-occupation health benefits under the Plan and under any Hospital Association plan in which they participate, but shall not be deemed to include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 of April 30, 1991 National Agreement between the organization signatory hereto and the carriers represented by the National Carriers' Conference Committee.

(k) For the purposes of this Section, the ASTE Hours to be used shall be based on all such hours for individuals who are represented by the American Train Dispatchers Association and who are employed in train dispatcher crafts and classes by Class One carriers that are participating in national bargaining in the round of negotiations that commenced January 1, 2000.

(l) If the per month employee cost-sharing contribution amount ("cost-sharing amount") is increased for the period July 2005 through December 2005 or any subsequent periods and if a lower payment rate is established for the calendar year that immediately follows, then the cost-sharing amount shall be adjusted as appropriate to reflect such decreased benefit costs. Such adjustment shall be made effective January 1 of the calendar year for which such payment rate decrease is applicable and in no event shall take into account any portion of a payment rate below the payment rate level established for calendar year 2004. The cost-sharing amount shall also be subject to adjustment. (See Health & Welfare Side Letter G.)

Section 2 – Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part shall be on a pre-tax basis, and in that connection a Section 125 cafeteria plan will be established pursuant to this Agreement.

Section 3 – Retroactive Contributions

Retroactive employee cost-sharing contributions payable for the period on and after July 1, 2001 shall be offset against any retroactive wage payments provided to the employee under Section 1, Part B of this agreement.

Section 4 – Prospective Contributions

For months subsequent to the retroactive period covered by Section 3, at the employer's election, employee cost-sharing contributions may be made for the employee by the employee's employer. If that election is exercised, the employer shall then deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

Section 5 – Flexible Spending Accounts

On January 1, 2005, Cafeteria Plan arrangements shall be effectuated that satisfy the requirements of Section 125 of the Internal Revenue Code and all other pertinent provisions of applicable law and that permit an employee to choose on a pre-tax basis (to the extent allowable under the Internal Revenue Code) between receiving his/her wages in full or receiving less than full wages and applying such wage deduction to medical expense reimbursements (in an amount no greater than \$3600.00 per year), dependent care assistance benefits (in an amount per month that is no greater than that permitted under Section 129 of the Internal Revenue Code).



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

April 1, 2004
Health & Welfare Side Letter A

S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003

Dear Sir:

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

For the purpose of computation and application of the employee cost-sharing provisions contained in Section III, Part B, for the period of July 2004 through June 2005 and all subsequent periods, the payment rate used shall (i) be based on the costs of the Plan with respect to the employees covered by this Agreement (and employees who are (a) entitled to the same benefits (at the same levels), and (b) subject to the Plan design changes set for in Section III, Part A, Section 3 of this Agreement, and (ii) be established for a calendar year on or before December 31 of the immediately preceding year and may be changed during such calendar year only if additional contributions are needed to fund Plan benefits and expenses with respect to ATDA-represented employees that must be paid during such year.

Please indicate your agreement with the above by affixing your signature in the space provided below.

Sincerely,

/s/ S. R. Friedman

S. R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

April 1, 2004
Health & Welfare Side Letter B

S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003

Dear Sir:

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

For purposes of applying the Plan cost-sharing provisions set forth in the Agreement, the carrier's payment rate shall not include the excess, if any, of (a) the amount attributable to the first full calendar year of participation in the Plan by employees covered by this Agreement who as a group move from being employees whose employee benefits are provided by a Hospital Association to employees whose employee benefits are provided by the Plan, over (b) the Hospital Association dues offset that would have been paid by the carriers for the same period of time with respect to such employees had they not moved from hospital association employee coverage to Plan employee coverage; provided that such move becomes effective on or after the date of this Agreement and directly results from implementation of the cost-sharing provisions of this Agreement.

Please indicate your agreement with the above by affixing your signature in the space provided below.

Sincerely,

/s/ S. R. Friedman

S. R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

April 1, 2004
Health & Welfare Side Letter C

S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003

Dear Sir:

Section III, Part A, Section 3(h) provides employees with an option to opt out of coverage for foreign-to-occupation health benefits for themselves and their dependents under the Plan and under any Hospital Association plan in which they participate. This will confirm our understanding with respect to the intended application of that provision.

1. An employee who opts out will be opting out of FO health coverage only and (if he otherwise satisfies eligibility and coverage requirements) will continue to have on-duty injury coverage, coverage under the Dental and Vision Plans, and life and AD&D insurance coverage.

2. If a husband and wife are each covered by the Plan (or the NRC/UTU, NRC/BLE Plans or a Hospital Association) by virtue of railroad employment and either or both hold positions covered by this Agreement, an ATDA-represented spouse may elect to opt out as provided in Section 3(h). If that election is made (and provided the other spouse remains so covered), (i) such ATDA-represented spouse shall not receive the \$100/month payment provided in Section 3(h) and shall not be required to make the employee cost-sharing contributions required under Section III, Part B, and (ii) the Plan's coordination of benefits rules in effect on the date of this Agreement that are applied when a husband and wife are covered under the Plan both as an Eligible Employee and as an Eligible Dependent shall continue to be applicable.

Please indicate your agreement with the above by affixing your signature in the space provided below.

Sincerely,

/s/ S. R. Friedman

S. R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

**April 1, 2004
Health & Welfare Side Letter D**

**S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003**

Dear Sir:

This confirms our understanding with respect to the opt-out provision, Section III, Section 3(h) of our Agreement of this date.

It is understood that for purposes of Section 9801(f) of the Internal Revenue Code, (i) any opt-out election shall be treated as a declination of coverage, or a failure to enroll, for foreign-to-occupation health benefits under the Plan and under any Hospital Association plan in which the employee making the election may participate, (ii) that the provisions of Section 9801(f) and the regulations thereunder shall govern how any individual covered by an election to opt-out may nonetheless become covered for foreign-to-occupation health benefits under the Plan or any Hospital Association plan prior to the next regular opt-out election period, (iii) that the terms of Section III, Part A, Section 3(h) of our Agreement shall be interpreted and applied so as to be in compliance with Section 9801(f), and (iv) that the employer's payment of \$100 per month to an employee who has elected to opt-out shall cease immediately upon the employee and/or his dependents or any one of his dependents becoming covered, pursuant to Section 9801(f), for foreign-to-occupation health benefits under the Plan or any Hospital Association.

Furthermore, and notwithstanding the above, the parties recognize that an employee may lose coverage under the health plan or health insurance policy that he or she relied upon in electing to forego coverage for foreign-to-occupation health benefits under the Plan, and that such loss of coverage may be attributable to an event that is not listed in Section 9801(f) of the Internal Revenue Code and is beyond the control of the employee or of any member of his or her family. In such a case, and only to the extent permissible under Section 125 of the Internal Revenue Code: (a) the employee may ask his/her employer that his or her opt-out election be revoked; (b) the employer involved may in its discretion grant the request in the interest of fairness and equity; and (c) if the request is granted, the employee's opt-out election shall be treated as revoked as of the day the employer received the request.

Please indicate your agreement with the above by affixing your signature in the space provided below.

Sincerely,

/s/ S. R. Friedman

S. R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

April 1, 2004
Health & Welfare Side Letter E

**S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003**

Dear Sir:

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

In any month in which an active employee receives his or her FO healthcare benefits from a Hospital Association and not from the National Health & Welfare Plan and makes a prospective Plan contribution pursuant to Section III, Part B, Section 4, then, at the carrier's option, either:

(1) Such employee's monthly "cost-sharing contribution amount" referred to in Section III, Part B, Section 1 shall be reduced by the Reduction Factor; or

(2) The carrier shall pay the Hospital Association each month an amount equal to the Reduction Factor, provided that the Hospital Association that receives such payment has agreed to decrease the employee's dues by the same amount.

For purposes of this Side Letter, the term "Reduction Factor" means with respect to any given month, the smallest of:

(i) the monthly dues amount in effect on January 1, 2003 that was established by the Hospital Association for payment by an active employee,

(ii) the "cost-sharing contribution amount" for the month referred to in Section III, Part B, Section 1, or

(iii) the monthly dues amount established by the Hospital Association for payment by an active employee in that month.

Please indicate your agreement with the above by affixing your signature in the space provided below.

Sincerely,

/s/ S. R. Friedman

**S. R. Friedman
Senior Director-Labor Relations**

I concur: /s/ Steven M. Sutherland, Jr.
S. M. Sutherland
General Chairman/ATDA

Approved: /s/ S. A. Hunnicutt
S. A. Hunnicutt
Vice President/ATDA



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

**April 1, 2004
Health & Welfare Side Letter F**

**S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003**

Dear Sir:

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

This confirms our understanding regarding Section III, Part B of the Agreement of this date.

1. If the initial deduction from an employee's wages for his monthly cost-sharing contribution pursuant to Section III, Part B, Section 4 is scheduled to be made at the same time as the payroll deduction for the employee's union dues, the union dues deduction may be made on a subsequent date mutually agreeable to the parties.

2. The Carrier shall examine the feasibility of including in the standard payroll documents provided to its employees information concerning the cost of the Plan and the employee's cost sharing contributions. The results of that examination will be shared with the authorized organization representative and, if feasible, the parties shall use their best efforts to implement such arrangement.

Please indicate your agreement with the above by affixing your signature in the space provided below.

Sincerely,

/s/ S. R. Friedman

**S. R. Friedman
Senior Director-Labor Relations**

**I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA**

**Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA**



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

**April 1, 2004
Health & Welfare Side Letter G**

**S. A. Hunnicutt, Vice President
American Train Dispatchers Association
P. O. Box 362
Juliette, GA 31046**

Dear Sir:

The parties recognize that cost-of-living payments do not apply to ATDA members until July 1, 2007.

For purposes of determining employee cost-sharing contributions beginning July 1, 2005, as specified in Section III, Part B, Section 1, paragraphs (e), (f), (g), (h) and (l), the cost-of-living calculations and formulas as specified in the national health and welfare settlement between NCCC and IBLE will serve as the basis for any H&W co-pay increases/decreases which may apply. For those periods specified in paragraph (i), Section IV, Part B of this agreement will govern.

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

Sincerely,

/s/ S. R. Friedman

**S. R. Friedman
Senior Director-Labor Relations**

**I concur: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA**



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

April 1, 2004
Health & Welfare Side Letter H

S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003

Dear Sir:

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

The provisions of Section III, Part A, Section 4 (h) (Opt-Outs) and Part B (Employee Cost Sharing of Plan Cost Increases) are not applicable to employees covered by the Agreement who reside in Canada.

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

Sincerely,

/s/ S. R. Friedman

S. R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA



Labor Relations
500 Water Street (J455)
Jacksonville, FL 32202

April 1, 2004
Health & Welfare Side Letter I

S. M. Sutherland, General Chairman
American Train Dispatchers Association
5929 Orchard Pond Drive
Orange Park, FL 32003

Dear Sir:

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

Effective with the date of this agreement, the carrier may withhold from the compensation of employees represented by the ATDA, on a monthly basis, an amount equal to the employee's share of health insurance costs as described in Section III, Part B.

Within sixty (60) days of the effective date, each employee covered by this Agreement will have the opportunity to elect the zero-cost Basic Health Care Benefit (BHCB), or to opt out of coverage under the national health insurance plan provided by the ATDA/NCCC agreement and instead to receive coverage under his/her spouse's health insurance plan, in exchange for payment from the carrier of \$100.00 per month where applicable.

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

Sincerely,

/s/ S. R. Friedman

S. R. Friedman
Senior Director-Labor Relations

I concur: */s/ Steven M. Sutherland, Jr.*
S. M. Sutherland
General Chairman/ATDA

Approved: */s/ S. A. Hunnicutt*
S. A. Hunnicutt
Vice President/ATDA

BASIC HEALTH CARE BENEFIT PLAN DESIGN

Medical/MHSA	<u>In-Network</u>	<u>Out-Network</u>
Annual Deductible		
Individual		\$300
Family		\$900
Office Visits, ER, Urgent Care	70%	50%
Coinsurance	70%	50%
Annual Out-of-Pocket Max		
Individual		\$2500
Family		\$5000
<u>Prescription Drugs</u>		
Retail		
Generic	70%*	50%
Brand on Formulary	65%*	50%
Off Formulary	60%*	50%
Mail Order		
Generic	70%*	---
Brand on Formulary	65%*	---
Off Formulary	60%*	---
Monthly Contributions		
June 2004 – June 2005		\$0.00

Note: Deductibles do not apply toward Annual Out-of-Pocket Max

- BHCBS prescription drug benefit has an annual out-of-pocket maximum of \$ 2,000 per individual and \$ 4,000 per family

**APPENDIX 19
COST OF LIVING PAYMENTS**

**PART A – COST OF LIVING PAYMENTS UNDER FEBRUARY 20, 1997
AGREEMENT**

Section 1

Article II, Part C, of the February 20, 1997 Agreement, shall be eliminated effective on the date of this Agreement. On January 1, 2003, the forty-eight (48) cent cost of living allowance pursuant to such provision in effect on that date shall be rolled in to basic rates of pay. Any COLA paid subsequent to January 2, 2003 will be recovered by CSXT.

Section 2

Any local counterpart to the above-referenced Article II, Part C that is in effect on a carrier party to this Agreement shall be amended in the same manner as provided in Section 1.

**PART B – COST OF LIVING ALLOWANCE AND ADJUSTMENTS THERETO
AFTER JANUARY 1, 2007**

Section 1 – Cost of Living Allowance and Effective Dates of Adjustments

(a) A cost of living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost of living allowance shall be payable effective July 1, 2007 based, subject to paragraph (b), on the CPI for March 2007 as compared with the CPI for September 2006. Such allowance, and further cost of living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (b)(iii), according to the formula set forth in paragraph (c).

<u>Measurement Periods</u>		
<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 2006	March 2007	July 1, 2007
March 2007	September 2007	January 1, 2008

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b)(i) Cap. In calculations under paragraph (c), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2007	3% of September 2006 CPI
January 1, 2008	6% of September 2006 CPI less the increase from September 2006 to March 2007

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (c), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

(iii) If the increase in the CPI from the base month of September 2006 to the measurement month of March 2007 exceeds 3% of the September 2006 base index, the measurement period that shall be used for determining the cost of living adjustment to be effective the following January shall be the 12-month period from such base month of September; the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (c) below in calculation of the cost of living adjustment which shall have become effective July 1, 2007 during such measurement period.

(iv) Any increase in the CPI from the base month of September 2006 to the measurement month of September 2007 in excess of 6% of the September 2006 base index shall not be taken into account in the determination of subsequent cost of living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(c) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (b), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is

intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost of living allowance effective January 1, 2008 shall be the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (b), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be rolled in to basic rates of pay in effect on December 31, 2007 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period, but in no event shall basic rates of pay be reduced below the levels in effect on June 30, 2007. If the result of such division requires a subtraction from basic rates of pay in effect on December 31, 2007, the employee cost-sharing contribution amount in effect on that date pursuant to Article IV, Part B, Section 1(e) of this Agreement shall be adjusted effective January 1, 2008 as appropriate to reflect such subtraction. The same procedure shall be followed in applying subsequent adjustments.

(d) Continuance of the cost of living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

Section 2 - Payment of Cost of Living Allowances

(a) The cost of living allowance payable to each employee effective July 1, 2007 pursuant to Section 1 of this Part shall be rolled in to basic rates of pay on that date.

(b) The cost of living allowance payable to each employee effective January 1, 2008 pursuant to Section 1 of this Part shall be rolled in to basic rates of pay on that date.

(c) The cost of living allowance payable to each employee effective July 1, 2009 pursuant to Section 1 of this Part shall be rolled in to basic rates of pay on that date.

(d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost of living allowances payable in subsequent years during which this Article is in effect.

Section 3 - Application of Cost of Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part B will be payable as provided herein and will become part of the basic rate of pay. Each one cent per hour cost-of-living allowance that is payable will be treated as an increase of \$2.00 in the basic monthly rates of pay produced by application of paragraphs (c), (d), (e), (f) and (g) of Section 1 of this Agreement.

Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

APPENDIX 20

January 24, 2007

**Mr. Crawford L. Boggs, Vice President
American Train Dispatchers Association
1796 Shoal Creek Circle
Green Cove Springs, FL 32043**

Dear Sir:

Pursuant to Side Letter #2 of the April 1, 2004 Collective Bargaining Agreement between CSX Transportation and the American Train Dispatchers Association, it was agreed that the parties would compile, print and distribute the agreement in a codified format to the entire membership of your System Committee. This task required each party to make a good faith effort to incorporate the subsequent agreements into the January 9, 1988 ATDA Agreement cooperatively. We agreed our intent would be limited to codifying the existing Agreements and not to change the application or interpretation of same. If we inadvertently omit any Agreement provision, it should be recognized that each of the separate Agreements remain in full force and effect and will govern unless otherwise modified by a subsequent agreement. Similarly, we agreed that no unintended consequence would result from the codification in the event a typographical error escapes our efforts and changes the meaning of an Agreement provision.

Yours very truly,

**Steven R. Friedman
Director Labor Relations**

I Concur:

**R. Wayne Roe
General Chairman/ATDA**

I Approve:

**Crawford L. Boggs
Vice President/ATDA**

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