

BEFORE THE SURFACE TRANSPORTATION BOARD

SMWIA - 4

In The Matter of:

CSX Corp. - Control - Chessie Sys., Inc. and Seaboard Coast Line Indus., Inc., Finance
Docket No. 28905 Sub No. 29

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

and

CSX TRANSPORTATION, INC.

**Dispute Arbitrated Pursuant to Article 1, Section 11 of the *New York Dock* Protective
Conditions**

ATTACHMENTS TO

**PETITION OF
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
TO REVIEW DECISION OF AN ARBITRATION COMMITTEE
ACTING PURSUANT TO THE *NEW YORK DOCK* CONDITIONS**

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CERTIFICATE OF SERVICE

ATTACHMENT A

IN THE MATTER OF THE ARBITRATION

BETWEEN

**SHEET METAL WORKERS’
INTERNATIONAL ASSOCIATION**
 (“SMWIA” or “Organization”)

AND

CSX TRANSPORTATION, INC.
 (“CSXT” or “Carrier”)

Pursuant to Article 1, Section 11 of the
 “New York Dock Protective Conditions”

CLAIM OF

William E. Beverly, et al.

Whether Claimants (Roadway Mechanics)
 employed under CSXT Labor Agreement
 No. 12-126-92 are entitled to wage and related
 adjustments provided for in the National
 Agreement, signed on May 4, 2005, by the
 SMWIA and CSXT?

OPINION AND AWARD

Before: Arbitration Committee

Members:

Larry Crawford
 General Chairman, SMWIA

Organization Member

J. H. Wilson
 Director Labor Relations, CSXT

Carrier Member

Lynette A. Ross

Chairman and Neutral Member

Appearances:

For SMWIA:

Michael Wolly, Counsel (Zwerdling, Paul, Kahn & Wolly, P.C.)
 Larry Crawford, General Chairman
 Dewey Garland, SMWIA Director of Railroads
 Thomas F. Fisher, SMWIA International Representative
 Jeffrey W. Burritt, Assistant to Mr. Wolly

For CSXT:

Ron Johnson, Counsel (Akin Gump Strauss Hauer & Feld, LLP)
 Noel Nihoul, Manager - Labor Relations
 David A. Hoffman, CSX Counsel

I. INTRODUCTION

On November 11, 2006, the parties agreed to appoint the undersigned Arbitrator as the Chairman and Neutral Member of this Arbitration Committee, pursuant to the above-cited New York Dock Protective Conditions, 360 ICC 60, 84-90 (1979), aff'd. sub nom. New York Dock Ry. v. United States, 609 F.2d 83 (2d Cir. 1979). On February 21, 2007, the partisan members served written submissions, one upon the other, simultaneously, with copies to the Chairman and Neutral Member, followed by rebuttal submissions exchanged in the same manner, on March 5, 2007.

The hearing before the Arbitration Committee commenced at 9:00 a.m., on March 13, 2007, at the offices of the National Mediation Board, 1301 K Street, N.W., Suite 250-E, in Washington, DC. During the hearing, the parties were afforded full opportunity to present their respective cases. No formal transcript of this hearing was made. The partisan members of the Committee declined to file post-hearing briefs and the record was declared closed at the end of the hearing, at approximately 12:45 p.m. The partisan members stipulated at the hearing as to the Chairman and Neutral Member's jurisdiction and authority to hear this case and issue a final and binding decision in this matter.

By letter dated March 19, 2007, the Carrier Member provided the Organization Member and the Chairman and Neutral Member with copies of a February 16, 2006 letter confirming that, as parties to the CSXT Labor Agreement No. 12-126-92 ("1993 Implementing Agreement"), representatives of the International Association of Machinists and Aerospace Workers ("IAM") and the Brotherhood of Maintenance Way Employees Division of the International Brotherhood of Teamsters ("BMWE") were notified of the pending arbitration

pursuant to Article I, Section 11(b) of the New York Dock employee protective conditions, quoted below. According to the March 19, 2007 letter, neither the IAM nor the BMWWE responded to the February 16, 2007 letter and no representatives from either organization attended the arbitration hearing.

II. STATEMENT OF THE ISSUES

The SMWIA's question to the Arbitration Committee is:

“Is the Carrier correct in denying the Sheet Metal Workers employed under the CSXT Labor Agreement No.12-126-92 their negotiated wage increases that were negotiated under the Sheet Metal Workers International Associations' National Agreement through negotiations with the National Carriers Conference Committee signed on May 4, 2005?”

(SMWIA submits its claim to this Section 11 Committee on behalf of the following individuals, who are Roadway Mechanics in the Carrier's Engineering Department (Maintenance of Way), employed on the former Chessie System:

William E. Beverly	H. B. Brock	Larry E. Cox
T. L. Dillon	Michael S. Harrison, Sr.	R. C. Jennings
Dan M. Pitts	Lee C. Pitts	Randy G. Powell
Richard A. Rose	John C. Stafford)	

The CSXT's question to the Arbitration Committee is:

“Is CSXT correct that, pursuant to the New York Dock implementing agreement designated CSXT Labor Agreement No. 12-126-92, the wage and related adjustments to be applied to roadway mechanics are those adjustments that have been subsequently agreed to in national bargaining between CSXT and the IAM instead of such changes agreed to by CSXT and SMWIA?”

At the start of the hearing, the Arbitration Committee agreed that if the Committee's ruling in this matter should favor the SMWIA, then the partisan members may opt to request the establishment of a Public Law Board pursuant to Section 3 of the Railway Labor Act, with the

undersigned arbitrator as the Chairman and Neutral Member, for the purpose of determining the remedy, if any, under the applicable SMWIA Agreement.

III. RELEVANT PROVISIONS OF THE CSXT LABOR AGREEMENT NO. 12-126-92

AGREEMENT BETWEEN
CSX TRANSPORTATION, INC.
including the RF&P Railway Co.,
and the B&OCT and their employees represented by the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS,

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES,

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

Pursuant to Carrier's Notice of intent to transfer and coordinate Engineering Department (MofW) equipment repair work and Employees to and from the locations as hereinafter described, the Carrier, desirous of implementing an orderly transaction, proposes the following:

Article I – Protection

A. Any Roadway Mechanic who accepts a position initially advertised in the coordinated operation will be certified to receive the protective benefits and conditions provided in the “New York Dock Conditions”, New York Dock Ry. – Control – Brooklyn Eastern Dist., 360 I.C.C. 60 (1979) (Attachment “A”), if furloughed for any reason during the protective period.

* * *

Article II – Consolidation of Seniority Districts

A. Seniority Rosters for all Employees currently working (and those who were working on a permanent position on the date of Carrier's Notice – August 14, 1992) as Engineering “Roadway Mechanics” on all former properties of CSXT, Inc., represented by the IAM&AW, BMW, and SMWIA will be consolidated by dovetailing the existing seniority of the employees as it appears on their respective seniority rosters onto a “Consolidated System Roster”, which shall be known as the “CSXT Engineering Department Mechanics Roster” (Attachment “C”)... (Emphasis supplied.)

* * *

Article III – Abolishment/Establishment of Positions

A. Engineering Department Equipment Repair Work presently performed separately on Carrier's former properties will be coordinated as hereinafter provided and will be performed, except as specifically provided herein, under the IAM&AW and former C&O Railway Company Agreement (Chesapeake District, reprinted June 1, 1969).

B. Carrier will abolish all Engineering Department Roadway Mechanics positions and readvertise 274 positions effective upon the date of coordination in the following classifications:

1. 116 Shop Mechanics positions
2. 68 Regional Mechanics positions
3. 90 System Gang Mechanics positions

C. Carrier will simultaneously advertise 22 voluntary separation allowances at the time the 274 new positions are bulletined (this number represents the difference between the current active numbers of Mechanics positions and the numbers of positions that were active on August 14, 1992)...

* * *

Article X – Representation

A. The incumbent Roadway Mechanics represented by the IAM&AW, BMW, and SMWIA will continue their present union affiliation and representation status in the coordinated operation unless changed by applicable law.

B. Any settlement of a claim or grievance with any of the General Chairmen or designated representatives involving a C&O (Chesapeake District) Agreement Rule will not constitute an interpretation binding on the IAM&AW General Chairman of the C&O Committee.

IV. RELEVANT PROVISIONS OF THE NEW YORK DOCK CONDITIONS

NEW YORK DOCK CONDITIONS Finance Docket No. 28250 ARTICLE I

1. *Definitions.* –

(a) “Transaction” means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

* * *

11. *Arbitration of disputes.* –

(a) In the event a railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision...within 30 days after the dispute arises, it may be referred to either party to an arbitration committee...

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives; provided, however, that the decision in said case shall be made by the neutral member.

c) The decision, by majority vote...shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

V. FACTUAL BACKGROUND

The instant dispute has its genesis in the above-referenced CSXT Labor Agreement No. 12-126-92 (“1993 Implementing Agreement” or “1993 Agreement”) entered into by the Carrier and the Organizations signatory thereto which became effective on January 29, 1993 on behalf of the Carrier’s roadway mechanics employed on all former properties. (Carrier Ex. O.) The job classification of “Roadway Mechanic” covers a craft of employees who repair equipment utilized in the performance of track maintenance and repair. Historically, the Carrier’s roadway mechanics have been represented by three different labor organizations – the IAM, SMWIA,

and BMW. The above-identified Claimants hold seniority on the Carrier's Roadway Mechanic Consolidated Seniority Roster (Carrier Ex. YY, Pages 1-7) and perform the duties of maintenance of way equipment repair at coordinated field facilities or at the Carrier's equipment repair shop in Richmond, Virginia, where heavy track equipment, such as tampers, ballast regulators, rail lifts and burro cranes operated by Maintenance of Way ("MofW") Department employees assigned in the system production gangs, are repaired.

Before addressing the relevant provisions of the 1993 Implementing Agreement at the crux of this matter, it is important to note that, in 1987, several years after the Carrier had received approval by the Interstate Commerce Commission ("ICC") to consolidate certain railroad operations,¹ the Carrier undertook its first consolidation of the work performed by roadway mechanics. In that regard, the Carrier sent a proposal to representatives of the SMWIA and IAM notifying them of the Carrier's intent to consolidate all roadway mechanics on the former Chessie System railroads, including the former Chesapeake & Ohio ("C&O"), Baltimore & Ohio ("B&O"), and B&O Chicago Terminal Railroad ("B&OCT") properties, onto a single consolidated roster. At that time, the roadway mechanics affected by the Carrier's 1987 consolidation proposal maintained their seniority with either the IAM or the SMWIA labor organizations; there apparently were no mechanics represented by the BMW.

The initial consolidated roster, entitled "Former Chessie System Engineering Department IAM/SMW Seniority Roster," was dated December 8, 1987. Of the 212 roadway mechanics appearing on the roster, 186 were affiliated with the IAM and 26 were designated as members of the SMWIA. (Carrier Ex. XX, Pages 13-19.)

On December 9, 1987, the Carrier and representatives of the IAM and SMWIA signed a Memorandum of Agreement identified as CSXT Labor Agreement No. 1-229-87 (“1987 Implementing Agreement” or “1987 Agreement”), which became effective on January 4, 1988. (Carrier Ex. XX/Org. Ex. 5.)

In addition to providing for the consolidation of seniority districts, set forth in Article I of the 1987 Implementing Agreement, Article II established four classes of mechanics in the Engineering (MofW) Department. They were: Division Mechanic, Traveling Mechanic, Gang Mechanic and Shop Mechanic. Article III (A), entitled, “Rates of Pay and Expenses,” specified that, “Should the 1987 Tentative IAM&AW National Agreement be consummated prior to implementation of this agreement, the wage adjustments contained therein will be applied to this agreement...” (Carrier Ex. XX, Page 8.) Article IV addressed issues concerning the mechanics’ use of personal and company vehicles in connections with travel to and from their gangs and or equipment.

Article V, the final provision of the 1987 Implementing Agreement, is entitled “Scope of the Amendments contained herein.” Section A provided that, on the effective date of the agreement, all of the mechanics covered by the Agreement “will be subject to the former C&O Chesapeake District Agreement, including all amendments thereto, and all other agreements, understandings, practices, and other contractual arrangements currently in effect for those C&O Chesapeake District Engineering Department MofW Mechanics.” (Carrier Ex. XX, Page 9.)

The record established that the C&O Agreement referenced in Article V(A) was the 1969 Agreement between the C&O and the IAM. On December 9, 1987, representatives of the IAM,

¹ See, CSX Corp.–Control–Chessie Sys., Inc. and Seaboard Coast Line Indus., Inc., Finance Docket No. 28905

SMWIA and Carrier entered into 16 side letters in connection with the implementation of the 1987 Agreement. Paragraph 2, of Side Letter No. 1 (Carrier Ex. XX. Page 22) specified that, “...those Mechanics affected by the Carriers’ August 3, 1987 notice will be entitled to any retroactive pay due upon the consummation of the 1987 Tentative National Agreement...”

When read in conjunction with the portion of Article III, quoted above, it appears that the parties anticipated that the 1987 IAM Tentative National Agreement would be implemented prior to the parties’ adoption of the 1987 Implementing Agreement.

Side Letter No. 11 (Carrier Ex. XX, Page 40), signed by representatives of the Carrier, the IAM and the SMWIA on December 9, 1987 confirmed that, on the effective date of the coordination:

“...all IAM/SMW represented employees currently holding positions (and those subsequently filling positions) in the Maintenance of Way (Engineering) Department on the former C&O, B&O, and B&OCT carriers will, as a result of this agreement, become employees of the former C&O Railway Company and be subject to all agreements, including amendments thereto, in effect between the IAM and the former C&O as of the date of the coordination.”

Side Letter No. 12 (Carrier Ex. XX, Pages 42 and 43), also signed on December 9, 1987 by the Carrier, IAM and SMWIA, formalized the parties’ understanding that upon the implementation of the 1987 Agreement: (1) an incumbent mechanic awarded a position in the coordinated operation “will continue his present union affiliation and representation status” and; (2) positions vacated by incumbent SMWIA-represented mechanics “will be offered first to qualified SMWIA Engineering Mechanics in active or furloughed status in that territory and if none are available, the position will then accrue to IAM mechanics.”

(Sub No-1), 363 ICC 521, 1980 (hereinafter “CSX Control Decision”). (Carrier Ex. L.)

On August 14, 1992, approximately five years after the consolidation provided for in the parties' 1987 Agreement had been implemented, the Carrier served notice pursuant to Article I, Section 4 of the New York Dock Conditions of its intent to transfer and coordinate roadway equipment repair work in order to further consolidate seniority districts and to centralize equipment repair work at the Carrier's shop in Richmond, Virginia. The negotiations resulted in the adoption of CSXT Labor Agreement No. 12-126-92, the 1993 Implementing Agreement, Article I of which conferred New York Dock protective benefits upon the roadway mechanics accepting positions in the newly coordinated operation. (Carrier Ex. O, Pages 1-2.)

Like the earlier 1987 Implementing Agreement, Article II of the 1993 Implementing Agreement provided for the creation of a consolidated roster showing the seniority date, work location and union affiliation (IAM, SMWIA and BMW) of the roadway mechanics holding positions in the coordinated operation. Article II(E) specified that bidding rights would be "pursuant to CSXT Labor Agreement No. 1-229-87." (Carrier Ex. O, Page 3.) As noted above, Article III(A), specified that the Agreement between the IAM&AW and former C&O Railway Company (Chesapeake District, reprinted June 1, 1969)—the same Agreement that was applicable to the roadway mechanics employed under the 1987 Agreement—would be governing on the former properties under coordination pursuant to the 1993 Implementing Agreement.

Also, as fully quoted above, Article X – Representation essentially provided that: (A) the incumbent roadway mechanics would continue to be represented by and affiliated with their present union (IAM, BMW or SMWIA) and; (B) claim or grievance settlements made with any General Chairman or representative involving a C&O (Chesapeake District) Agreement Rule

would not constitute an interpretation bidding upon the IAM General Chairman of the C&O Committee. (Carrier Ex. O, Page 12.)

The record reflects, by the existence of the January 28, 1993 Letter of Understanding No. 8, (Carrier Ex. P) that when the parties signed the 1993 Implementing Agreement, the Carrier and the IAM were in the process of negotiating a new system-wide collective bargaining agreement. Letter of Understanding No. 8, signed by the CSXT's Director of Labor Relations and the IAM General Chairman, confirmed their understanding that, "in the event that the proposed draft Agreement between CSXT, Inc. and the IAM&AW is ratified and signed in its present form, it will replace the former C&O Railway Agreement (Chesapeake District, reprinted June 1, 1969) for IAM&AW represented employees working under this coordination." On October 1, 1994, the new IAM-CSXT Agreement (Carrier Ex. Q) was implemented and, pursuant to Letter of Understanding No. 8, replaced the June 1, 1969 IAM-C&O Agreement as far as the IAM-represented mechanics were concerned.

The evidentiary record in this matter further established that, on August 23, 2001, the SMWIA and Carrier signed an August 9, 2001 letter conveying a mutual understanding with respect to Article III(A) of the 1993 Implementing Agreement. According to the second paragraph of the August 9, 2001 letter (Carrier Ex. R/Org. Ex. 8), the parties agreed:

"As we discussed, it is our collective desire that effective with the date of signing, as indicated below, that the controlling agreement regarding Roadway Mechanics, currently referred to in Article III as the IAM&AW former C&O Railway Company Agreement (Chesapeake District, reprint June 1, 1969) will be replaced with the Agreement between CSX Transportation, Inc., and its Employees represented by the International Association of Machinists and Aerospace Workers (District No. 19) effective October 1, 1994."

On March 24, 2005, the CSXT and representatives of the IAM and SMWIA entered into an agreement modifying Articles VII and VIII of the 1993 Agreement, pertaining to meal expense reimbursements and the payment of meal per diems. (Org. Ex. 10.)

On April 4, 2005, the SMWIA and the National Carriers' Conference Committee (NCCC) reached a mediated agreement ("2005 SMWIA-NCCC National Agreement" or "2005 SMWIA Agreement"). There is no dispute that the wage, rules and benefits provided for in that Agreement became applicable on the CSXT, including the B&O, C&O, B&OCT former properties. (Org. Ex. 4/Carrier Ex. JJ) In early June 2005, the SMWIA membership learned that the Carrier "was refusing to apply the general wage increases established in the 2005 SMWIA Agreement to the SMWIA-represented roadway mechanics working on the former Chessie System." Subsequently, on September 1, 2005, the IAM and NCCC arrived at a mediated settlement, the record shows. (Carrier Ex. KK.)

On January 16, 2006, the BMW and Carrier entered into an Agreement similar to the above-referenced August 9, 2001 letter agreement between the CSXT and SMWIA. (Carrier Ex. S/Org. Ex. 9.) The January 16, 2006 Agreement included a provision that, effective on January 15, 2006, the BMW-represented roadway equipment repairmen (mechanics) would no longer perform work under the 1969 C&O-IAM Agreement. Like the above-referenced August 9, 2001 letter between the SMWIA and CSXT, the January 16, 2006 BMW-CSXT Agreement provided that the October 1, 1994 CSXT-IAM Agreement would replace the 1969 C&O-IAM Agreement. The BMW-CSXT Agreement also recognized that the BMW "will not be a party to any future negotiations concerning the IAM&AW Agreement (District No. 19) dated October 1, 1994."

By letter dated January 31, 2006, SMWIA General Chairman Larry Crawford formalized the Organization's complaint that the Carrier should have applied the wages and benefits package contained in the 2005 SMWIA-NCCC National Agreement to the SMWIA-represented roadway mechanics and requested the establishment of an arbitration tribunal to hear the dispute. (Carrier Ex. T.)

On February 16, 2006, the Carrier provided a response which essentially stated that the August 9, 2001 letter agreement established that the October 1, 1994 CSXT-IAM Agreement (which had replaced the 1969 IAM-C&O Agreement) was the sole agreement applicable to roadway mechanics working under the 1993 Implementing Agreement, including those mechanics represented by the SMWIA. (Carrier Ex. U.) In that letter, the Carrier conveyed its position favoring the establishment of the present New York Dock Arbitration Committee and invited the participation of the BMW and IAM General Chairmen, as discussed above.

VI. THE POSITIONS OF THE PARTIES

A. The Organization's Position

The SMWIA argues that, as roadway mechanics working under CSXT Labor Agreement No. 12-126-92 ("1993 Implementing Agreement or "1993 Agreement"), the Claimants are entitled to the wage increases and other contractual terms contained in the 2005 SMWIA-NCCC National Agreement. The 1993 Implementing Agreement contains no provision which removed the Claimants from the coverage of the 2005 SMWIA Agreement.

Indeed, according to Exhibit A of the 2005 SMWIA Agreement, the wage, rules and benefits provisions of that Agreement apply, without limitation, to employees working on the former B&O, C&O and B&OCT comprising the former Chessie System. Furthermore, neither

the Section 6 Notices exchanged prior to the negotiations (Org. Exhibits 2 and 3) nor the finalized Agreement contains any provisions showing that the SMWIA's authority to bargain on behalf of all of the employees it represented was somehow curtailed. Consequently, the Organization stresses that the 2005 SMWIA-NCCC National Agreement clearly extends to all of its members, including the Claimants.

Notwithstanding the "plain language" of the 2005 SMWIA Agreement which, in the Organization's view, did not exclude any SMWIA-represented employees, the Organization acknowledges that the intent of CSXT Labor Agreement No. 1-229-87 was to "put all of the affected employees under the same classification of work rule and end disputes over work assignment/jurisdiction." (Org. submission p. 14). According to the Organization, the December 9, 1987 Side Letter No. 11, as quoted on page 9 above, established that only the rules agreements, and not the mechanics' bargaining representatives, had changed, and as of that date, specified that the controlling agreement was the 1969 Agreement between the IAM and former C&O. Thus, it is the SMWIA's strong position that Side Letter No. 11 did not forever bind the SMWIA-represented mechanics to agreements negotiated between the Carrier and the IAM. Rather, the provisions of the December 9, 1987 Side Letter No. 11 simply reflected the parties' positions at that specific point in time.

In the Organization's view, further evidence that the SMWIA did not forgo its right to negotiate wages on behalf of the SMWIA-represented roadway mechanics is also found in Side Letter No. 12. Referenced above, the relevant provision states that, "[t]he incumbent mechanic will continue his present union affiliation and representation status should he be awarded a position in the coordinated operation." (Carrier Ex. XX, Page 42.) Such language supports the

Organization's position that the SMWIA did not give up its inherent right to negotiate wages and other employment terms on behalf of the SMWIA-affiliated roadway mechanics working in the consolidated territory.

Turning to the 1993 Implementing Agreement (CSXT Labor Agreement No. 12-126-92), which the Organization also admits allowed the Carrier to effectuate the consolidation its roadway equipment repair work at Richmond, the Organization argues that the SMWIA did not concede any rights associated with representing the roadway mechanics in collective bargaining. Analogous to Side Letter No. 12 to the 1987 Implementing Agreement, Article X(A) of the 1993 Implementing Agreement states that, "[t]he incumbent Roadway Mechanics represented by the IAM, BMW and SMWIA will continue their present union affiliation and representation status in the coordinated operation unless changed by applicable law." (Carrier Ex. O, Page 12/Org. Ex. 6.) Moreover, Article XI(G) (Carrier Ex. O, Page 13/Org. Ex. 6) states, "[t]his Agreement shall be construed...as a separate Agreement between CSXT Transportation, the B&OCT, the RF&P and each of the Organizations signatory hereto" meaning, in the Organization's view, that as one of the signatory organizations, the SMWIA's freedom to amend the terms of the 1993 Agreement by making its own agreements with the Carrier would not be curtailed. According to the Organization, the SMIWA was able to accomplish that very objective when it negotiated the 2005 National Agreement with the NCCC on behalf of all of its members.

Moreover, the language contained in the January 27, 1993 Letter of Understanding No. 8 (referenced on page 11, above; Carrier Ex. P/Org. Ex. 6), signed by the Carrier and the IAM General Chairman, applies solely to those parties. The Organization emphasizes that the

SMWIA was not a party to that agreement and, accordingly, the SMWIA members were not bound by its terms.

To summarize, it is the Organization's position that the CSXT and SMWIA negotiated a 2005 Agreement that applied to all of the employees represented by the SMWIA, and that, upon the May 4, 2005 effective date of that Agreement, the terms and conditions should have been applied to the SMWIA-represented roadway mechanics working under the 1993 Implementing Agreement. It is clear from the record that the SMWIA never relinquished any right to bargain over wages and other terms and conditions of employment on behalf of the roadway mechanics it represents. Consequently, this Committee should find that the Carrier's refusal to apply the provisions of the 2005 SMWIA Agreement to the roadway workers covered by the 1993 Implementing Agreement constitutes a clear violation of the 2005 SMWIA-NCCC National Agreement.

B. The Carrier's Position

The Carrier maintains that Rule 32 of the October 1, 1994 IAM-CSXT Agreement (Carrier Ex. Q/Org. Ex. 7) contains specific provisions regarding rates of pay and provides that such rates are to be established by representatives of the CSXT and IAM. In addition, the Scope Rule provides:

“[T]his agreement shall apply to those who perform the work specified in this Agreement in the Maintenance of Equipment, Maintenance of Way, and all other Departments of the Company wherein work covered by this Agreement is performed.”

According to the “plain language” of the 1993 Implementing Agreement, the Carrier consolidated all roadway equipment repair mechanics onto a single seniority roster and placed them under one collective bargaining agreement, the 1969 IAM agreement as Article III (A),

quoted above, shows. There are provisions within the 1993 Implementing Agreement which indeed address the wages applicable to the roadway mechanics covered by the Agreement. For example, under Article V(C) the hourly rate for all shop mechanics was initially set at \$14.55 and provided that the rate would be adjusted to reflect any subsequent wage increases (Carrier Ex. O, Page 6). Similarly, Article VI(A) established the monthly basis of pay for all field mechanics at \$3,443.56 and provided that the monthly rate would be adjusted to reflect any subsequent wage increases. Because Article III(A) designated the 1969 IAM-C&O Agreement as that which would be controlling in the coordinated operation, it logically follows that the rates specified in Articles V(C) and VI(A) of the 1993 Implementing Agreement would have been tied to the 1969 IAM-C&O Agreement, regardless of the mechanics' union affiliations.

The Carrier avers that its decision to serve the August 14, 1992 notice of intent pursuant to the New York Dock conditions was motivated by desires: (1) to consolidate a fragmented workforce (equipment repair roadway mechanics working both field and shop locations); and (2) to apply the same rate of pay and working conditions to all of the employees working in the roadway mechanic classification. The Carrier achieved its desired efficiencies through its negotiation with the IAM, BMWE, and SMWIA of the 1993 Implementing, Article III(A) of which specified the IAM Agreement with the former C&O Railway as the agreement under which the equipment repair work coordination would be effectuated. If the 1993 Implementing Agreement were now permitted to be interpreted in such a manner as to allow the SMWIA to negotiate separately on behalf of its roadway mechanics, the efficiencies realized by the Carrier through its consolidation of the roadway mechanic workforce would certainly be destroyed.

With regard to the language found in Article X – Representation, Sections A and B, quoted above, it is the Carrier's position that the intent of both sections was to ensure that the BMW and SMWIA could continue to represent their member through the collection of dues and to recognize that representatives of the SMWIA and BMW could pursue claims and grievances, albeit under the applicable IAM Agreement. If the above article provisions were presently interpreted to allow the BMW and SMWIA organizations to serve their members as collective bargaining representatives then Article III(A), placing the 1969 IAM-C&O Agreement (subsequently replaced by the October 1, 1994 IAM-CSXT Agreement) in full force and effect for all mechanics, would be rendered meaningless.

Indeed, according to the Carrier, until the filing of the instant claim, the SMWIA has never challenged the Carrier's application of the October 1, 1994 IAM-CSXT Agreement to all mechanics employed in the coordinated operation. It points out that, subsequent to the parties' negotiation of the 1993 Implementing Agreement, exceptions thereto have been agreed-upon through the parties' negotiation of the various side letter agreements. For example, see letters dated January 8, 1993 between the BMW and Carrier (Carrier Exhibits V and W) concerning Article VII, Section F (Regional Mechanics meal expenses) and Article IX (relocation expenses for former RF&P mechanics transferring to Richmond).

Furthermore, it is the Carrier's position that, during the 13 years subsequent to the effective date of the 1993 Implementing Agreement, the CSXT has consistently applied all of the wage and related adjustments negotiated between the CSXT and IAM to all of the roadway mechanics, including those represented by the SMWIA and BMW. The Carrier's practice in that regard has never been challenged despite the fact that, beginning in 1996, the economic

provisions contained in the Carrier's individual contracts with the IAM, SMWIA and BMWIE began to diverge. (Carrier Exhibits FF, GG, HH and II.)

In summary, the Carrier asserts that this Committee should conclude that, pursuant to the CSXT Labor Agreement No.12-126-92, the wage and related adjustments to the roadway mechanics covered by the 1993 Implementing Agreement are those that have been subsequently agreed upon in national bargaining between the CSXT and IAM instead of the negotiated contractual changes set forth in the April 4, 2005 Agreement between the SMWIA and NCCC.

VII. DISCUSSION AND FINDINGS

The Organization's chief argument is that the Claimants, who hold anywhere from two to 20 years of seniority on the Consolidated Seniority Roster, were not excluded from the SMWIA's most recent round of bargaining on wages, benefits and other employment terms which stemmed from the SMWIA's, NCCC's, and CSXT's exchange of Section 6 notices, in late 1999 and early 2000. (Org. Exhibits 2 and 3.) There is no dispute that the bargaining culminated in the April 4, 2005 Mediated Agreement between the SMWIA and the NCCC, including the CSXT, and that the National Agreement was signed on May 4, 2005.

The record establishes that, subsequent to the ICC's issuance of its 1980 CSX Control Decision, the Carrier undertook two consolidations with respect to the equipment repair work performed by its roadway mechanics. According to the record, at the time of the first consolidation, in 1987, the mechanics were represented by two labor organizations, the IAM, which represented the majority of the mechanics, and the SMWIA. In 1993, when the second consolidation was undertaken, the roadway mechanics were represented by three organizations;

the IAM, which continued to represent the vast majority of mechanics, followed by the BMW E and, next, the SMWIA representing a small number of mechanics.

Carrier Exhibit YY, a copy of the Consolidated Seniority Roster (Roadway Mechanics) as of July 7, 2005, shows that, of the 334 employees holding positions, over 70% were represented by the IAM, followed by approximately 23% by the BMW E and less than 5% by the SMWIA. The 1993 Implementing Agreement indicates that the parties had agreed that the mechanics' bidding rights, as addressed in Article II – Consolidation of Seniority Districts, Section E, of the 1993 Implementing Agreement, would be established pursuant to the 1987 Implementing Agreement, we note.

In its submission before this Committee, the Organization cited an Award rendered by an Article I, Section 11 committee that had been established for the purpose of adjudicating a New York Dock dispute involving the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, AFL-CIO and the Missouri Pacific Railroad Company (Org. Ex. 18, Page 10)². Although that case is substantively distinguishable from the present case, the analytical approach undertaken by that committee is helpful to the study of the instant dispute. As that committee declined to do, so this Committee will also refrain from “second-guess[ing] the parties’ rationale” and rendering a decision that “alter[s] the content of [the] Implementing Agreement...” Indeed, as the LaRocco committee stated, this Committee’s jurisdiction “will be solely confined to interpreting and applying the agreement terms.”

Moreover, the instant dispute may also be scrutinized under the guidelines employed by

² Award dated September 3, 1986; John B. LaRocco, Neutral Member.

Referee James E. Conway in NRAB Second Division Award No. 13505 (Org. Ex. 15)³. In that case, where the question before the Board concerned a claim by 75 extra board carmen for 1997 vacation payments allegedly predicated upon various agreements between the Carmen's organization and Grand Trunk Western, the Board arrived at its decision after having considered two issues: (1) the Carrier's intent in negotiating the agreements; and (2) the effect of the agreements on the commitments made by the parties.

This Arbitration Committee has carefully studied the parties' arguments and has closely reviewed the documentary evidence, including the hundreds of pages of exhibits and numerous citations and reproductions of case law. When the evidence and arguments of record are scrutinized pursuant to the above guidelines, the Committee finds ample proof that the intent of the 1993 Implementing Agreement was to coordinate and consolidate the equipment repair work performed by the Carrier's roadway mechanics. One effect of the 1993 Agreement, as is germane to this dispute, was the unification of all of the roadway mechanics under a single collective bargaining agreement.

Employing Arbitrator LaRocco's approach, it is not necessary for this Committee to determine why the 1969 IAM-C&O Agreement was selected by the parties as the operative Agreement. Both the 1987 Agreement (in Article V, Section A) and the 1993 Agreement (in Article III, Section A) provide that the June 1, 1969 IAM-C&O Collective Bargaining Agreement would apply, it is clear. Returning to our review of the 1993 Implementing Agreement, the Committee majority finds no language which reflects intent by the parties that

³ National Railroad Adjustment Board, Second Division Award No. 13505 (Docket No. 13340) between Brotherhood of Railway Carmen Division, Transportation Communications International Union and Grand Trunk Western Railroad Incorporated, dated April 17, 2000.

the IAM Agreement would be applied in a limited fashion, i.e., for the narrow purpose of “work rules only,” as will be explained below.

The 1993 Implementing Agreement is a highly detailed document covering a myriad of issues. Its provisions include: the nature and measure of the New York Dock benefits conferred upon the employees affected by the coordination; the consolidation of seniority districts; the advertisement and abolishment of positions; and the duties, bidding processes, and expenses applicable to mechanics working at field, shop and regional locations, and in the system gangs.

With respect to those issues, the Committee finds detailed and extensive language addressing each. Thus, the majority of this Committee agrees that, with respect to Article III(A), if the parties had intended to restrict the scope of the 1969 IAM-C&O Agreement to cover only work practices, then they would have negotiated limiting language to that effect. We also find that if the parties had intended that the wage provisions contained in the SMWIA and BMWWE Agreements should apply to the roadway mechanics under their representation, then language providing for that situation would also have been crafted.

Moreover, our determination that the 1993 Implementing Agreement made the 1969 IAM-C&O Agreement fully applicable is also supported when Article V(C) is considered. Article V(C), which addresses the applicable rate of pay for employees holding shop positions, states, in pertinent part, “Shop Mechanics will be paid on an hourly basis...in accordance with the schedule Agreement.” (Emphasis added.) When Article III(A), specifying the implementation of the 1969 IAM-C&O Agreement, is read in conjunction with Article V(C), there is clear support for the Carrier’s position that the 1993 Implementing Agreement unequivocally unified the mechanics under a single collective bargaining agreement. Again, in

the predecessor 1987 Implementing Agreement, the Carrier, IAM, SMWIA agreed, through Article V(A), that the 1969 IAM-C&O Agreement would be applicable. Article V(A) states:

“All agreements currently in effect covering the Engineering Department (MofW) Mechanics employed upon the former Chessie System B&O and B&OCT) Carriers are hereby abrogated and upon the effective date of this agreement all such Mechanics will be subject to the former C&O Chesapeake District Agreement, including all amendments thereto, and all other agreements, understandings, practices, and other contractual arrangements currently in effect for those C&O Chesapeake District Engineering Department (MofW) Mechanics.” (Carrier Ex. XX, Page 9.)

Turning to the Organization’s arguments with respect to Article X, Sections A and B of the 1993 Implementing Agreement, the Committee majority concurs that the language contained in Article X(A) is straightforward and clear. There is no need to subject that language to over analysis. It simply provides in plain verbiage that the SMWIA may continue to represent roadway mechanics from the standpoint of union affiliation. The existing language does not accord the SMWIA the broader representation right to negotiate wages for the roadway mechanics covered by the IAM Agreement, as established through Article III(A), we hold.

Likewise, the wording found in language in Article X(B) is equally plain. It delineates the General Chairmen’s roles with respect to progressing claims and grievances under the C&O (Chesapeake District) Agreement Rule. (Emphasis added.) That the “C&O Agreement Rule” in the singular is specified again reinforces this majority’s opinion that the parties’ intent when negotiating the 1993 Implementing Agreement was to apply one collective bargaining agreement among the entire workforce of roadway mechanics, again, as specified in Article III(A).

Consequently, having thoroughly analyzed the relevant 1993 Implementing Agreement provisions, particularly Article III(A) and Article X(A) and (B), and the applicable provisions of the predecessor 1987 Implementing Agreement, as well, this Committee holds that the economic

terms contained in the 2005 SMWIA National Agreement signed on May 4, 2005 are not applicable to the SMWIA-represented roadway mechanics employed in the Carrier's coordinated operation.

Finally, the documentary evidence additionally shows that, in correspondence dated August 9, 2001 concerning Article III(A) of the 1993 Agreement, the SMWIA and CSXT concurred that the June 1, 1969 IAM-C&O Chesapeake District Agreement would be replaced by the October 1, 1994 IAM District No. 19 Agreement. (Carrier Ex. R.) Accordingly, the statements supplied in Organization Exhibits 11, 12 & 13 (Carrier Exhibits X, Y & Z) do not establish the Organization's case.

The significance of the August 9, 2001 letter (signed on August 23, 2001) is heightened by the fact that, chronologically, the SMWIA and CSXT made that agreement after the NCCC and SMWIA had exchanged their Section 6 notices (Org. Exhibits 1, 2 and 3) and, presumably, while the bargaining for the 2005 Agreement was already under way. Moreover, a careful reading of the SMWIA's December 15, 1999 response to the NCCC's Section 6 Notice, of November 1, 1999, reveals no proposal by the SMWIA to amend CSXT Labor Agreement No. 12-126-92 in any manner whatsoever.

Indeed, this Committee's close reading of the April 4, 2005 Mediated Agreement between the NCCC and SMIWA revealed that the CSXT and SMWIA undertook no changes to the 1993 Implementing Agreement. Thus, the effect of the commitments made by the SMWIA and the CSXT by the terms of the 1993 Implementing Agreement as modified by the August 9, 2001 letter agreement is that the SMWIA-represented roadway mechanics are entitled to the wage adjustments provided in the Carrier's Agreement with the IAM.

Therefore, in response to the questions the parties' have placed before this Arbitration Committee the majority now responds as follows:

The SMWIA's question:

"Is the Carrier correct in denying the Sheet Metal Workers employed under the CSXT Labor Agreement No. 12-126-92 their negotiated wage increases that were negotiated under the Sheet Metal Workers International Associations' National Agreement through negotiations with the National Carriers Conference Committee signed on May 4, 2005?" **Yes**

The CSXT's question:

"Is CSXT correct that, pursuant to the New York Dock implementing agreement designated CSXT Labor Agreement No. 12-126-92, the wage and related adjustments to be applied to roadway mechanics are those adjustments that have been subsequently agreed to in national bargaining between CSXT and the IAM instead of such changes agreed to by CSXT and SMWIA?" **Yes**

VIII. AWARD

For the reasons set forth above and incorporated herein as if fully rewritten, the SMWIA's request that the Arbitration Committee resolve the questions at issue in its favor is hereby denied.

Lynette A. Ross

Lynette A. Ross
Chairman and Neutral Member

Larry Crawford
Organization Member

J. H. Wilson
Carrier Member

Dated: April 19, 2007

Dissent of Employee Member

IN THE MATTER OF THE ARBITRATION

BETWEEN

**SHEET METAL WORKERS’
INTERNATIONAL ASSOCIATION**
 (“SMWIA” or “Organization”)

AND

CSX TRANSPORTATION, INC.
 (“CSXT” or “Carrier”)

Pursuant to Article 1, Section 11 of the
 “New York Dock Protective Conditions”

CLAIM OF

William E. Beverly, et al.

Whether Claimants (Roadway Mechanics) employed under CSXT Labor Agreement No. 12-126-92 are entitled to wage and related adjustments provided for in the National Agreement, signed on May 4, 2005, by the SMWIA and CSXT?

I dissent from the award because the majority has gone well beyond its jurisdiction and eliminated the right of the employees who chose SMWIA to be their representative to have SMWIA bargain wages and benefits for them. Instead, despite clear language in the Implementing Agreement to the contrary, the majority reached the unjustified and disturbing conclusion that by agreeing that basic terms in a schedule agreement between the carrier and the IAMAW would apply to the sheet metal workers as well, SMWIA gave up the right to ever again negotiate improvement in any of those terms, or the wages and benefits, of the employees that SMWIA retains the right to represent.

This organization never knowingly surrendered its status as the designated representative for all sheet metal worker employees for any purpose. The majority’s award deprives these employees of their RLA-protected right to choose whichever representative they want and substitutes the IAMAW for the SMWIA for collective bargaining purposes over the objection of both the SMWIA and the IAMAW. This was beyond the Board’s jurisdiction and conflicted with both the language the parties adopted in the implementing agreements and the parties’ time-honored practice under those agreements.

The majority did quote from the agreements this specific language from Article X of the implementing agreement:

Article X – Representation

A. The incumbent Roadway Mechanics represented by the IAM&AW, BMWE, and SMWIA will continue their present union

affiliation and representation status in the coordinated operation unless changed by applicable law.

B. Any settlement of a claim or grievance with any of the General Chairmen or designated representatives involving a C&O (Chesapeake District) Agreement Rule will not constitute an interpretation binding on the IAM&AW General Chairman of the C&O Committee

It “concur[red] that the language contained in Article X (A) is straightforward and clear.” But then it said:

It simply provides in plain verbiage that the SMWIA may continue to represent roadway mechanics from the standpoint of union affiliation. The existing language does not accord the SMWIA the broader representation right to negotiate wages for the roadway mechanics covered by the IAM Agreement, as established through Article III(A), we hold.

This holding totally ignores the phrase “representation status.” It seems quite clear to this member of the Board that the majority simply stopped reading before getting to the words “representation status”. There certainly is nothing in the “clear” language that said the limits imposed by this award were either stated or implied. In fact the opposite is clear. Article X clearly stated that the representation status that existed before both the 1987 and 1993 agreements (both contain the same language) were implemented **would remain in effect “unless changed by applicable law”**. No law has changed the representation of the SMWIA members. This Board has.

Furthermore, the agreement confirms that the two unions that agreed to adopt the language in the IAMAW on-property agreement retained the right to reach different interpretations of the rules in that agreement but that IAMAW would not be prejudiced thereby because any interpretation placed on the existing rules by the other organizations is not be binding on the IAMAW.

The majority also fails to consider Article XI Section G of the 1993 Agreement General Provisions:

G. This Agreement shall be construed, **for all intent and purposes**, as a separate Agreement between CSX Transportation, the B&OCT, the RF&P, and each of the Organizations signatory hereto.(emphasis ours)

This language also preserved and confirmed that each of the three unions retained the right to represent its members just as they had before.

SMWIA presented to the Board a previous award (PLB Award 6387 Case 1 Award 1) between the Carrier and the Organization where CSXT unsuccessfully contended that when the IAM&AW changed its agreement, the changes IAMAW negotiated also applied to the SMWIA. The Neutral member in that case clearly stated that this was a 4 party agreement (BMW, IAM&AW, SMWIA and the Carrier) and that all parties must be agreeable to change the agreement. Following that Award, CSXT in 2001 negotiated with the Organization to reach an agreement (which it did) to make those changes applicable to the sheet metal workers. If the position adopted by the majority in this case were accurate, which it is not, CSXT would not have had to negotiate with SMWIA to negotiate the application of the changes to the employees SMWIA represents.

The Board has in fact adopted a perverted view of the implementing agreement to bring about a change in the on-property agreement by making it an agreement between only two parties (CSXT & IAMAW) when the clear intent of the implementing agreement was that the terms in the IAMAW on-property agreement become the terms of the on-property agreements with the other two unions, but that the on-property agreements would still be “separate agreements” between the listed carriers and the signatory organizations. The record contains statements from the IAMAW negotiators confirming that this would be the proper application of the implementing agreement and that the IAMAW did not consider itself to be bargaining for anyone other than the CSXT machinists who designated it as their representative. The Board simply ignored that.

To rule that the Carrier need not negotiate with the SMWIA for the employees SMWIA is designated to represent and instead must negotiate only with the IAM&AW for wages, benefits, and other terms and conditions of employment for both machinist and sheet metal workers is a travesty. The sheet metal workers are not members of the IAMAW and don't vote on what IAMAW negotiates. So, by this Award, they have been deprived of the right to have any input into what is negotiated vis-à-vis the wages and benefits that will apply to them and they have no say as to when and how the agreement that governs them is changed.

What CSXT sought when it entered into the bargaining over the implementing agreement was a uniform set of rules that would apply to the roadway mechanics. SMWIA agreed to that by adopting as its own the same rules set out in the IAMAW agreement; but SMWIA did not by that agreement foreclose itself from ever again seeking to change any of those rules. Similarly, it never relinquished the right to bargain over changes in its members' wages and benefits.

The Board has taken away the rights of the members of the SMWIA to choose who will represent them and have their interest recognized at the bargaining table. They now possess no right to have any input into the acceptance or rejection of their negotiated benefits. They have no say in their benefits and no

vote on their contract. This is contrary to the law and common sense and I cannot accept it.

A handwritten signature in black ink, appearing to read "Larry Crawford". The signature is written in a cursive, flowing style with a large initial "L".

Larry Crawford
Organization Member

IN THE MATTER OF THE ARBITRATION

BETWEEN

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION**
("SMWIA" or "Organization")

AND

CSX TRANSPORTATION, INC.
("CSXT" or "Carrier")

Pursuant to Article 1, Section 11 of the
"New York Dock Protective Conditions"

CLAIM OF

William E. Beverly, et al.

Whether Claimants (Roadway Mechanics) employed under CSXT Labor Agreement No. 12-126-92 are entitled to wage and related adjustments provided for in the National Agreement, signed on May 4, 2005, by the SMWIA and CSXT?

CONCURRING STATEMENT OF CARRIER MEMBER

The SMWIA Member of the Committee contends in a dissent that the Committee's Decision exceeds its jurisdiction, because it found that the SMWIA had given up its representation rights for roadway mechanics who are members of SMWIA. The SMWIA insists that it has the right to bargain for changes to rates of pay and work rules covering such roadway mechanics. The SMWIA also argues that the Decision takes away the right of roadway mechanics who are SMWIA members to choose who will represent them at the bargaining table and to have any input into bargaining changes to agreements covering rates of pay and work rules for roadway mechanics.

There is no basis for SMWIA's argument that the Committee's Decision is in excess of its jurisdiction. The SMWIA's claim was that roadway mechanics, who are members of the SMWIA, are entitled to the wage increases in national agreements between the SMWIA and railroads, including CSXT, which participate in national bargaining, rather than national agreements between such carriers and the IAM. More specifically, the SMWIA argued that the wage adjustments in the 2005 national SMWIA

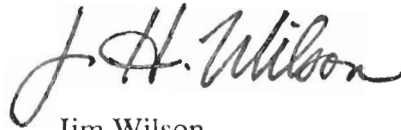
agreement should have been applied to roadway mechanics who are SMWIA members. CSXT contended that the 1993 New York Dock Implementing Agreement placed all roadway mechanics, regardless of union affiliation, under CSXT's collective bargaining agreements with the IAM for all purposes, including future adjustments in wages. Thus, the resolution of SMWIA's claim clearly required interpretation of the 1993 New York Dock Implementing Agreement. The SMWIA does not deny that its claim required interpretation of that Agreement. Indeed, the SMWIA agreed that its dispute "involves the application of a 'New York Dock' coordination agreement . . ." Letter dated Nov. 10, 2006 from J. H. Wilson to L.C. Crawford. (Exhibit J). It is well settled that the Board, or arbitrators acting as its delegates under Article I, Section 11 of the New York Dock conditions, have exclusive jurisdiction to resolve disagreements arising out of such agreements.

All the Arbitrator did was interpret the language of the 1993 New York Dock agreement and resolve the parties' dispute over its proper interpretation. For example, the Arbitrator wrote for the Committee that "this Committee's jurisdiction 'will be solely confined to interpreting and applying the agreement terms.'" Decision at 20. The SMWIA cannot be heard to complain that the Committee exceeded its jurisdiction when the Committee merely answered the question at issue which the SMWIA agreed to put before it. The SMWIA just does not like the Arbitrator's interpretation of the New York Dock Implementing Agreement.

The Decision does not purport to resolve which labor organization is the exclusive collective bargaining representative of roadway mechanics. The SMWIA's claim that it represents certain roadway mechanics for all purposes, including collective bargaining, a

claim with which CSXT disagrees, is a representation issue under the Railway Labor Act for another tribunal, the National Mediation Board or perhaps a court. Similarly, the Decision in no way affects the ability of roadway mechanics to choose their collective bargaining representative pursuant to the procedures in the Railway Labor Act.

Sincerely,

A handwritten signature in cursive script that reads "J. H. Wilson".

Jim Wilson
Director Labor Relations
Carrier Member

SMWIA ARBITRATION EX. 1

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200 FAX: 202-862-7230

ROBERT F. ALLEN
Chairman

D. P. LEE
Vice Chairman and
General Counsel

A. K. GRADIA
Director of Labor Relations

VIA FEDERAL EXPRESS

November 1, 1999

Mr. Donald C. Buchanan
Director of Railroad and
Shipyards Workers
Sheet Metal Workers' International Association
1750 New York Avenue, N.W.
Washington, D.C. 20006

Dear Mr. Buchanan:

The rail freight carriers represented by the National Carriers' Conference Committee (NCCC) for the 2000 wage, rules and benefits round of collective bargaining intend to bargain on a concerted national basis with respect to their employees represented by your organization, as has been the case generally in all past bargaining rounds since the 1930's. Those carriers have authorized NCCC representation by duly executed powers of attorney and are listed in Attachment A hereto. That list will be supplemented from time to time as additional carriers authorize representation by the NCCC in national handling with respect to your organization.

Attachment B comprises a notice served nationally on your organization on behalf of these carriers pursuant to Section 6 of the Railway Labor Act. It is served upon you as the national representative of your organization and the carriers propose it be handled nationally and concurrently with any Section 6 proposals that may be served by your organization.

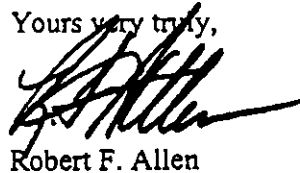
We believe that national handling represents the best opportunity for your organization and the freight railroads to manage our way to and through the next round of collective bargaining in a

Page -2-

manner that serves the mutual interests of our respective constituents and their separate interests as well.

For convenience and expedition, we propose that initial conferences be waived on our notice and any notices that may be served by your organization. We have set aside the week of November 29, 1999 for meetings to commence discussions on our respective notices. Please contact me so that we can schedule a date and time to meet. If those dates are not convenient, please let me know any alternative meeting dates that you would propose.

Yours very truly,

A handwritten signature in black ink, appearing to read "R. F. Allen", written over the typed name.

Robert F. Allen

Attachments

cc: All NCCC-represented carriers

**CARRIERS REPRESENTED BY NATIONAL CARRIERS' CONFERENCE
COMMITTEE WITH RESPECT TO
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION**

Alameda Belt Line
Alton & Southern Railway Company
The Belt Railway Company of Chicago 2
The Burlington Northern and Santa Fe Railway Company
Consolidated Rail Corporation
CSX Transportation, Inc.
 The Baltimore and Ohio Railroad Company (former)
 The Chesapeake and Ohio Railway Company (former)
 Clinchfield Railroad (former)
 Louisville and Nashville Railroad Company (former)
 Pere Marquette Railway Company (former)
 Seaboard Coast Line Railroad Company (former)
 The Baltimore and Ohio Chicago Terminal Railroad Company
Duluth, Missabe & Iron Range Railway Company 1
Elgin, Joliet and Eastern Railway Company 3
Indiana Harbor Belt Railroad Company
The Kansas City Southern Railway Company
Norfolk Southern Railway Company
 The Alabama Great Southern Railroad Company
 Atlantic and East Carolina Railway Company
 Central of Georgia Railroad Company
 The Cincinnati, New Orleans & Texas Pacific Railway Company
 Georgia Southern and Florida Railway Company
 Interstate Railroad Company
 Tennessee, Alabama and Georgia Railway Company
 Tennessee Railway Company
Northeast Illinois Regional Commuter Railroad Corporation (METRA) 2
Oakland Terminal Railway Company
Terminal Railroad Association of St. Louis
Union Pacific Railroad Company

* * * * *

Notes:

- 1 - Wages & Rules only
- 2 - Health & Welfare and Supplemental Sickness only
- 3 - Wages & Rules and Health & Welfare only

ATTACHMENT "B"
Carrier SMWIA Section 6 Proposals
November 1, 1999

Based on competitive realities in the transportation and financial marketplaces, the carriers propose that the parties agree to make all necessary changes in contracts, rules and practices to improve efficiency and productivity to the maximum degree possible, facilitate discontinuance of redundant positions and personnel, eliminate waste, reduce time paid for but not worked, contain and curtail the costs of wages and benefits, and prevent primary or secondary strikes, boycotts or other job actions; and at the same time give due consideration to the interests and concerns of employees so that a result is achieved that promotes the competitive and financial needs of the industry as well as the mutual interest of employees and employers in realistic rules, rates of pay and working conditions.

More specific and detailed itemizations of the changes requested are presented below, and the carriers reserve the right to make additional proposals.

I. Compensation Elements

Revise existing pay rules and adjust pay levels in relation to competitive labor market data to correspond to pay of comparable positions in other industries and to offset impediments to productivity under existing rules and practices insofar as there is no agreement to eliminate such impediments to productivity.

II. Rules

A. Eliminate any existing restrictions on the right of a carrier to select agreement supervisory personnel and individuals for certain designated positions; and provide that a carrier may in its discretion select agreement supervisory personnel and designate individuals for certain jobs as it deems appropriate.

B. Utilization of Employees

1. Eliminate any existing restrictions on the use of employees, whether or not represented by the Organization, to perform any work as and where needed without claim or penalty; and provide that a carrier in its discretion may require any employees represented by the Organization to perform any work as and where needed that the carrier deems appropriate.
2. Eliminate any existing restrictions on performance of work by apprentices, helpers or students without the presence of a mechanic; provide that a carrier in its discretion may require apprentices, helpers, and students to perform work without the presence of a mechanic as the carrier deems appropriate; and provide that the length of the training program shall be determined solely by the carrier.
3. In order to enhance flexibility in meeting customer needs and service requirements, eliminate any remaining restrictions on establishment and modification of work schedules and rest days, blanking and/or combining jobs, starting times, meal periods, and hours of assignment, and any existing necessities for filling vacancies; and provide that the carrier may in its discretion address such matters as it deems appropriate.
4. Amend any existing rules or practices restricting a carrier's ability to transfer surplus employees to provide that the carrier may in its discretion transfer surplus employees to any location(s) on any part of its system without regard to seniority district or collective bargaining agreement boundaries, including the ability to assign such employees on a temporary basis.
5. Eliminate any remaining restrictions on a carrier's realigning and/or combining of seniority districts; and provide that the carrier in its discretion may realign and/or combine seniority districts as it deems appropriate.
6. Where restricted, revise existing rules to provide that a carrier may designate specified positions on which incumbents may neither bid from nor be displaced for a defined time period.

C. Eliminate any existing scope rules or other restrictions on subcontracting of work, and any other existing impediments to less costly and/or more efficient alternative methods of performing work; and provide that a carrier in its discretion may subcontract work and/or adopt other alternative methods of performing work that the carrier deems to be less costly and/or more efficient.

D. Where restricted, revise existing rules to provide that an employee bidding or displacing to specified positions must be qualified (or demonstrate qualifications on own time) prior to assignment.

E. Where restricted, revise existing rules to provide for temporary use of employees in other seniority districts on the carrier's system without claim or penalty.

F. Eliminate any existing restrictions on the establishment by a carrier of temporary positions or on the use by a carrier of part-time employees or others, and provide that the carrier in its discretion may establish temporary positions and may use part-time employees or others upon such terms as it deems appropriate.

G. Revise existing rules to provide that carrier, in its discretion, may establish a uniform new hire probationary period.

H. Where not already provided, revise existing rules to provide that overtime shall not be payable until the employee has worked forty (40) hours at straight time during the work week.

III. General

A. If and where any restrictions exist, provide that there will be no restrictions on (or additional compensation for) the use of new technology by employees in any craft, and such use shall not create an exclusive right thereto.

B. Except in circumstances where already established, provide for the establishment of special boards of adjustment to arbitrate disputes growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions with the parties sharing equally the fees and costs of the arbitrators.

C. Health and Welfare

With respect to The Railroad Employees National Health and Welfare, Early Major Medical Benefit, Dental and Vision Plans:

Expand cost-sharing by employees and more effectively contain costs incurred by the Plans. Matters to consider include, among other things, benefit design changes; modifying deductibles, annual out-of-pocket and lifetime maximums, copayments and coinsurance; expanding exclusions; and limiting eligibility and the duration of extended or continued coverage.

Improve Plan administration. Matters to consider, include, among other things, experience rating by railroad, mandatory managed care where available; universal non-duplicative COB; and stand-alone deductibles.

D. Vacations

1. Revise existing agreements to permit carrier to distribute, at its discretion, any portion (or all) of the work load of a vacationing employee among any employees

or others without penalty or additional compensation.

2. Where restricted, revise existing agreements to permit the carrier, at its discretion, to shut down a facility on a temporary basis and require affected employees to take vacation and/or other available forms of paid leave for the duration of the shut down.

E. Improved Injury Compensation System

By mutual consent, in lieu of existing system develop joint legislative proposal governing employee compensation for on-the-job injuries that reflects current trends and is more equitable to injured employees, provides benefits in a more efficient and less adversarial manner, is structured with incentives to reduce the number of injuries and the cost of any injuries that may occur, and promotes a more constructive approach to safety.

F. Protection

1. Amend dispute resolution procedures of the Washington Job Protection Agreement to facilitate expedited resolution of disputes.
2. Amend existing collectively bargained protective provisions, where now restricted, to require employees receiving protection (or forfeit protected status):
 - a. To accept all available work opportunities with the carrier or with other employers. Protection payments due shall be offset by the employee's earnings from such employment.
 - b. If in furlough status, either to accept retraining (and associated obligations), without regard to seniority, offered by a carrier or, at carrier's option, to accept a lump sum separation allowance equivalent to one week's pay for each year of service.
3. Eliminate restrictions on a carrier's ability to transfer an employee to any location within its system in order to mitigate the cost of protection.
4. Amend existing collectively bargained protective provisions that provide for payments based on comparison of Test Period Average earnings to actual monthly earnings to require adjustment, on an annual basis, to take into account variations in an employee's monthly earnings during such period.

G. Systemwide Agreements

Establish an expedited procedure with finality to provide, at carrier's discretion, for the cost-neutral consolidation of separate schedule agreements on a carrier system into a single collective bargaining agreement for that system.

H. Service Disruptions

1. In addition to prohibitions imposed by existing requirements, provide that, except for lawful primary strikes and picketing of the carrier or carriers involved in a major dispute with the Organization, engaging in or respecting strikes or picketing of any carrier or of anyone else including shippers, secondary boycotts, slowdowns and any other concerted self-help activities, are prohibited. Appropriate penalties will be applied for an employee and/or Organization which violates this provision.
2. Provide that: During any work stoppage or disruption of operations due to other forms of concerted self-help by employees in any part of the railroad industry, a carrier shall have the unilateral right to suspend all bulletin, assignment, displacement, mileage or earnings rules or regulations; any pay and protective provisions of any applicable agreements; any other applicable agreements or rules relating to the use or compensation of employees; any agreements which provide for union or agency shop, deduction for union dues, union fee checkoff or political contributions. Such agreements and rules may be suspended by the carrier for the duration of such work stoppage or disruption and employees will be assigned any compensation on a basis to be determined by the carrier in its discretion. This provision is not intended to and will not modify protection provided in agreements adopted pursuant to the Interstate Commerce Act, or pursuant to some other statutory provision, if any, requiring employee protection.

I. Direct Deposit

Eliminate any existing restrictions upon a carrier's right to require that wages be paid by direct deposit into an account with a bank, credit union, financial services organization or similar institution.

IV. Miscellaneous

- A. Contract duration to be mutually agreed upon.
- B. Adopt same moratorium as contained in the last national settlement.
- C. Provide for the disposition of all claims and grievances.

SMWIA ARBITRATION EX. 2



Sheet Metal Workers' International Association

1750 New York Avenue Northwest

Washington, D.C. 20006

Phone: (202) 783-3880

Fax: (202) 662-0896

DONALD C. BUCHANAN
Director of Railroad and Shipyard Workers

Certified Mail - Return Receipt Requested

December 15, 1999

Mr. Robert F. Allen, Chairman
National Carriers' Conference Committee
1901 L Street, NW
Washington, DC 20036

Re: National Negotiations

Dear Mr. Allen:

This will acknowledge receipt of your November 1, 1999, Section 6 Notice as served on the undersigned covering rates of pay, rules and working conditions as more specifically set forth in your Attachment B. Additionally, Attachment A also identifies the Carriers that will be represented in National Negotiations and sets forth certain exceptions for representation purposes by the National Carriers' Conference Committee (NCCC) for purposes of this negotiation. Consistent with the November 10, 1999, letter from the coalition of the IAM, IBEW, IBB and the SMWIA, we are agreeable to waive the initial conference on both of our respective Section 6 Notices. Therefore, please consider the attached Appendixes "A-F" as this organization's Section 6 Notice. Said Notice is for concurrent handling with your Notice. We will contact you regarding mutually agreeable dates to begin negotiations.

Sincerely,

Don C. Buchanan
Director of Railroad
and Shipyard Workers

cc: SMWIA General Chairmen
SMWIA International Representatives
Dan L. Davis - IBEW
Mark Filipovic - IAM
Robert Reynolds - IAM
Joseph Stinger - IBB



SMWIA Section 6 Notice

Appendix "A"

1. Provide and/or increase all skill, certification and licensing differentials.
2. Continue cost-of-living allowance, revise and enhance formula.
3. Eliminate all entry rates.
4. Increase overtime rates.
5. Provide for shift and weekend differentials and/or premiums.
6. The Carriers begin contributions to a joint savings/supplemental pension plan.
7. Increase basic wage rates by seven (7%) percent annually throughout the term of agreement.

Appendix "R"

1. Revise and amend Article I and II of the September 25, 1964 National Agreement.

(Southern Railway - revise and amend Article I and II of the January 27, 1965 Agreement.)

(Burlington Northern - Revise and amend the CB&Q Labor Agreement, No. 75-69, dated December 12, 1969.)

Insert:

Notice of intent to subcontract shall be given prior to letting a bid for the work or selecting a contractor and further, the work shall not be contracted until an implementing agreement is reached with the unions involved.

2. Establish successor clauses applicable in and to any sale, transfer or assignment of the Carrier, whether in whole or in part.
3. Require protection for employees applicable in and to any sale, transfer or assignment of Carrier, whether in whole or in part.
4. Require protection for employees applicable in and to any intra-corporate lease or transaction.

Appendix "C"

1. Carrier to fund in full and enhance the following programs:

- a) Health & Welfare insurance
- b) Vision Care program
- c) Dental Care program
- d) Supplemental Sickness program,

which will be administered by the Organization.

2. Off Track Vehicle Insurance

Replace Article IV (a) of the May 12, 1972 National Agreement, as amended, with the following;

- (a) Covered Conditions

This Article is intended to cover employees who are injured at any time while operating, riding in, boarding or alighting from, off-track vehicles owned, operated or leased by the Carrier; while operating, riding in, boarding or alighting from, a personal vehicle when authorized for use by the Carrier, whether on or off Carrier property, whether on or off duty, while an employee is acting at the instruction of Carrier, carrying out the business of the Carrier, or is under pay.

- (b) Payments to be made

Amend the monetary amounts referred to in Article IV (b) (1) to provide \$1,000,000.00 for each loss identified therein except that the loss of one hand or one foot, or sight of one eye will be compensated at \$500,000.00.

Amend Article IV (b) (3) to read as follows;

- (3) Time Loss

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

Amend Article IV (b) (4) by increasing the aggregate limit of payments to be made for any one accident to \$10,000,000.00.

Appendix "D"

1. Increase personal leave days.
2. Increase vacation entitlements, reduce qualification/eligibility requirements, provide for pro-rated vacations and one day at a time vacations.
3. Increase the number of paid holidays.
4. Carrier to reprint and distribute copies of all agreements to employees at Carrier's expense.
5. Establish paid sick leave for all covered employees.
6. Increase bereavement leave provisions.
7. Eliminate all moratoriums.
8. Revise and amend the following work rules;
 - a) Discipline
 - b) Bulletin and advertisement, i.e. filling vacancies
 - c) Assignment of positions

Appendix "E"

1. Revise and clarify the May 12, 1972 Incidental Work/Simple Task Rule and identify work subject thereto.
2. Require full partnership agreements between the S.M.W.I.A. and the Carrier for all Labor-Management Committees.
3. Technological changes will be jointly reviewed by the S.M.W.I.A. and the Carrier.
 - (a) In any situation where new technology is being introduced, or technology previously introduced, results in, either directly or indirectly, a net reduction of positions, a sum equal to the annual compensation of each position lost shall be placed in a Productivity Fund, which will be administered by the S.M.W.I.A. and distributed to its members in a manner determined by the S.M.W.I.A.

4. Family and Medical Leave Act

The provisions of the Federal Family and Medical Leave Act of 1993, as amended, shall apply to all employees covered by this agreement without exception and subject to the following:

- (a) The 12 month period in which eligible employees may take unpaid leave shall be the calendar year.
- (b) Each eligible employee shall be entitled to take up to 12 weeks of unpaid leave, regardless of spousal employment.
- (c) Parents-in-law and Grandparents shall be added to the list of those for whom eligible employees may take unpaid leave.
- (d) Insurance premiums for all negotiated insurance plans shall be continued by the Carrier without cost to the employee during any covered leave period.

Appendix "F"

Where any provision proposed in the aforementioned is currently in effect, either through existing rules, customs or practice, the fact that the subject matter is included in this notice shall not be construed as an admission, in any manner or form, that such subject is not presently covered. The S.M.W.I.A. may elect to preserve existing local rules or practices pertaining to the subjects raised in the previously mentioned articles by notifying the authorized representative within sixty (60) days from effective date of this Agreement.

SMWIA ARBITRATION EX. 3



Kenneth R. Peifer
Vice President-Labor Relations

500 Water Street-J455
Jacksonville, FL 32202
(904) 359-2227

January 6, 2000

Mr. W. L. Crawford
General Chairman
Sheetmetal Workers Int'l Assn.
6322 Hacklebarney Road
Blackshear, GA 31516

Dear Mr. Crawford:

This is to advise you that CSX Transportation has joined with other railroads in authorizing the National Carriers' Conference Committee (NCCC) to represent them with respect to the 2000 wages, rules and benefits round of collective bargaining on a concerted national basis with respect to their employees represented by your organization.

In that connection, enclosed as information is a copy of a letter from Mr. Robert F. Allen, Chairman of the NCCC, to Sheetmetal Workers Int'l Assn., serving a Section 6 notice (also enclosed) on behalf of the carriers represented by the NCCC and notifying him of the intention to handle that notice nationally, concurrently with any Section 6 proposals that may be served by your organization.

Very truly yours,

A handwritten signature in dark ink, appearing to read "K. R. Peifer", written in a cursive style.

Enclosures

Cc: Mr. Robert F. Allen

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200 FAX: 202-862-7230

ROBERT F. ALLEN
Chairman

D. P. LEE
Vice Chairman and
General Counsel

A. K. GRADIA
Director of Labor Relations

VIA FEDERAL EXPRESS

November 1, 1999

Mr. Donald C. Buchanan
Director of Railroad and
Shipyards Workers
Sheet Metal Workers' International Association
1750 New York Avenue, N.W.
Washington, D.C. 20006

Dear Mr. Buchanan:

The rail freight carriers represented by the National Carriers' Conference Committee (NCCC) for the 2000 wage, rules and benefits round of collective bargaining intend to bargain on a concerted national basis with respect to their employees represented by your organization, as has been the case generally in all past bargaining rounds since the 1930's. Those carriers have authorized NCCC representation by duly executed powers of attorney and are listed in Attachment A hereto. That list will be supplemented from time to time as additional carriers authorize representation by the NCCC in national handling with respect to your organization.

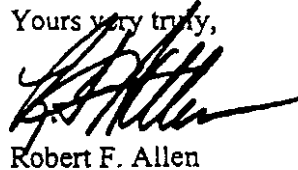
Attachment B comprises a notice served nationally on your organization on behalf of these carriers pursuant to Section 6 of the Railway Labor Act. It is served upon you as the national representative of your organization and the carriers propose it be handled nationally and concurrently with any Section 6 proposals that may be served by your organization.

We believe that national handling represents the best opportunity for your organization and the freight railroads to manage our way to and through the next round of collective bargaining in a

manner that serves the mutual interests of our respective constituents and their separate interests as well.

For convenience and expedition, we propose that initial conferences be waived on our notice and any notices that may be served by your organization. We have set aside the week of November 29, 1999 for meetings to commence discussions on our respective notices. Please contact me so that we can schedule a date and time to meet. If those dates are not convenient, please let me know any alternative meeting dates that you would propose.

Yours very truly,

A handwritten signature in black ink, appearing to read 'R. F. Allen', written over the typed name.

Robert F. Allen

Attachments

cc: All NCCC-represented carriers

**CARRIERS REPRESENTED BY NATIONAL CARRIERS' CONFERENCE
COMMITTEE WITH RESPECT TO
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION**

Alameda Belt Line
Alton & Southern Railway Company
The Belt Railway Company of Chicago 2
The Burlington Northern and Santa Fe Railway Company
Consolidated Rail Corporation
CSX Transportation, Inc.
 The Baltimore and Ohio Railroad Company (former)
 The Chesapeake and Ohio Railway Company (former)
 Clinchfield Railroad (former)
 Louisville and Nashville Railroad Company (former)
 Pere Marquette Railway Company (former)
 Seaboard Coast Line Railroad Company (former)
 The Baltimore and Ohio Chicago Terminal Railroad Company
Duluth, Missabe & Iron Range Railway Company 1
Elgin, Joliet and Eastern Railway Company 3
Indiana Harbor Belt Railroad Company
The Kansas City Southern Railway Company
Norfolk Southern Railway Company
 The Alabama Great Southern Railroad Company
 Atlantic and East Carolina Railway Company
 Central of Georgia Railroad Company
 The Cincinnati, New Orleans & Texas Pacific Railway Company
 Georgia Southern and Florida Railway Company
 Interstate Railroad Company
 Tennessee, Alabama and Georgia Railway Company
 Tennessee Railway Company
Northeast Illinois Regional Commuter Railroad Corporation (METRA) 2
Oakland Terminal Railway Company
Terminal Railroad Association of St. Louis
Union Pacific Railroad Company

* * * * *

Notes:

- 1 - Wages & Rules only
- 2 - Health & Welfare and Supplemental Sickness only
- 3 - Wages & Rules and Health & Welfare only

ATTACHMENT "B"
Carrier SMWIA Section 6 Proposals
November 1, 1999

Based on competitive realities in the transportation and financial marketplaces, the carriers propose that the parties agree to make all necessary changes in contracts, rules and practices to improve efficiency and productivity to the maximum degree possible, facilitate discontinuance of redundant positions and personnel, eliminate waste, reduce time paid for but not worked, contain and curtail the costs of wages and benefits, and prevent primary or secondary strikes, boycotts or other job actions; and at the same time give due consideration to the interests and concerns of employees so that a result is achieved that promotes the competitive and financial needs of the industry as well as the mutual interest of employees and employers in realistic rules, rates of pay and working conditions.

More specific and detailed itemizations of the changes requested are presented below, and the carriers reserve the right to make additional proposals.

I. Compensation Elements

Revise existing pay rules and adjust pay levels in relation to competitive labor market data to correspond to pay of comparable positions in other industries and to offset impediments to productivity under existing rules and practices insofar as there is no agreement to eliminate such impediments to productivity.

II. Rules

A. Eliminate any existing restrictions on the right of a carrier to select agreement supervisory personnel and individuals for certain designated positions; and provide that a carrier may in its discretion select agreement supervisory personnel and designate individuals for certain jobs as it deems appropriate.

E. Where restricted, revise existing rules to provide for temporary use of employees in other seniority districts on the carrier's system without claim or penalty.

F. Eliminate any existing restrictions on the establishment by a carrier of temporary positions or on the use by a carrier of part-time employees or others, and provide that the carrier in its discretion may establish temporary positions and may use part-time employees or others upon such terms as it deems appropriate.

G. Revise existing rules to provide that carrier, in its discretion, may establish a uniform new hire probationary period.

H. Where not already provided, revise existing rules to provide that overtime shall not be payable until the employee has worked forty (40) hours at straight time during the work week.

III. General

A. If and where any restrictions exist, provide that there will be no restrictions on (or additional compensation for) the use of new technology by employees in any craft, and such use shall not create an exclusive right thereto.

B. Except in circumstances where already established, provide for the establishment of special boards of adjustment to arbitrate disputes growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions with the parties sharing equally the fees and costs of the arbitrators.

C. Health and Welfare

With respect to The Railroad Employees National Health and Welfare, Early Major Medical Benefit, Dental and Vision Plans:

Expand cost-sharing by employees and more effectively contain costs incurred by the Plans. Matters to consider include, among other things, benefit design changes; modifying deductibles, annual out-of-pocket and lifetime maximums, copayments and coinsurance; expanding exclusions; and limiting eligibility and the duration of extended or continued coverage.

Improve Plan administration. Matters to consider, include, among other things, experience rating by railroad, mandatory managed care where available; universal non-duplicative COB; and stand-alone deductibles.

D. Vacations

1. Revise existing agreements to permit carrier to distribute, at its discretion, any portion (or all) of the work load of a vacationing employee among any employees

or others without penalty or additional compensation.

2. Where restricted, revise existing agreements to permit the carrier, at its discretion, to shut down a facility on a temporary basis and require affected employees to take vacation and/or other available forms of paid leave for the duration of the shut down.

E. Improved Injury Compensation System

By mutual consent, in lieu of existing system develop joint legislative proposal governing employee compensation for on-the-job injuries that reflects current trends and is more equitable to injured employees, provides benefits in a more efficient and less adversarial manner, is structured with incentives to reduce the number of injuries and the cost of any injuries that may occur, and promotes a more constructive approach to safety.

F. Protection

1. Amend dispute resolution procedures of the Washington Job Protection Agreement to facilitate expedited resolution of disputes.
2. Amend existing collectively bargained protective provisions, where now restricted, to require employees receiving protection (or forfeit protected status):
 - a. To accept all available work opportunities with the carrier or with other employers. Protection payments due shall be offset by the employee's earnings from such employment.
 - b. If in furlough status, either to accept retraining (and associated obligations), without regard to seniority, offered by a carrier or, at carrier's option, to accept a lump sum separation allowance equivalent to one week's pay for each year of service.
3. Eliminate restrictions on a carrier's ability to transfer an employee to any location within its system in order to mitigate the cost of protection.
4. Amend existing collectively bargained protective provisions that provide for payments based on comparison of Test Period Average earnings to actual monthly earnings to require adjustment, on an annual basis, to take into account variations in an employee's monthly earnings during such period.

G. Systemwide Agreements

Establish an expedited procedure with finality to provide, at carrier's discretion, for the cost-neutral consolidation of separate schedule agreements on a carrier system into a single collective bargaining agreement for that system.

H. Service Disruptions

1. In addition to prohibitions imposed by existing requirements, provide that, except for lawful primary strikes and picketing of the carrier or carriers involved in a major dispute with the Organization, engaging in or respecting strikes or picketing of any carrier or of anyone else including shippers, secondary boycotts, slowdowns and any other concerted self-help activities, are prohibited. Appropriate penalties will be applied for an employee and/or Organization which violates this provision.
2. Provide that: During any work stoppage or disruption of operations due to other forms of concerted self-help by employees in any part of the railroad industry, a carrier shall have the unilateral right to suspend all bulletin, assignment, displacement, mileage or earnings rules or regulations; any pay and protective provisions of any applicable agreements; any other applicable agreements or rules relating to the use or compensation of employees; any agreements which provide for union or agency shop, deduction for union dues, union fee checkoff or political contributions. Such agreements and rules may be suspended by the carrier for the duration of such work stoppage or disruption and employees will be assigned any compensation on a basis to be determined by the carrier in its discretion. This provision is not intended to and will not modify protection provided in agreements adopted pursuant to the Interstate Commerce Act, or pursuant to some other statutory provision, if any, requiring employee protection.

I. Direct Deposit

Eliminate any existing restrictions upon a carrier's right to require that wages be paid by direct deposit into an account with a bank, credit union, financial services organization or similar institution.

IV. Miscellaneous

- A. Contract duration to be mutually agreed upon.
- B. Adopt same moratorium as contained in the last national settlement.
- C. Provide for the disposition of all claims and grievances.

SMWIA ARBITRATION EX. 4

MEDIATION AGREEMENT

THIS AGREEMENT, made this 4th day of April, 2005, by and between the participating carriers listed in Exhibit A attached hereto and represented by the National Carriers' Conference Committee, and the employees shown thereon and represented by the Sheet Metal Workers' International Association, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - First General Wage Increase

On June 30, 2002, all hourly, daily, weekly, and monthly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increased in the amount of two-and-one-half (2-1/2) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

(a) Hourly Rates -

Add 2-1/2 percent to the existing hourly rates of pay.

(b) Daily Rates -

Add 2-1/2 percent to the existing daily rates of pay.

(c) Weekly Rates -

Add 2-1/2 percent to the existing weekly rates of pay.

(d) Monthly Rates -

Add 2-1/2 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) to (d), inclusive, above which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(f) Application of Wage Increase -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 2 - Second General Wage Increase

Effective July 1, 2002, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2002 for employees covered by this Agreement shall be increased by three-and-one-half (3-1/2) percent applied in the same manner as provided for in Section 1 hereof and applied so as to give effect to this increase irrespective of the method of payment.

Section 3 - Third General Wage Increase

Effective July 1, 2003, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2003 for employees covered by this Agreement shall be increased in the amount of **three** (3) percent applied in the same manner as provided for in Section 1 hereof and applied so as to give effect to

this increase irrespective of the method of payment.

Section 4 - Fourth General Wage Increase

Effective July 1, 2004, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2004 for employees covered by this Agreement shall be increased in the amount of three-and-one-quarter (3-1/4) percent applied in the same manner as provided for in Section 1 hereof and applied so as to give effect to this increase irrespective of the method of payment

ARTICLE II - OPTIONAL ALTERNATIVE COMPENSATION PROGRAM

Section 1

A carrier, at its discretion, may offer employees alternative compensation arrangements in lieu of the general wage increases provided in Article I (in whole or part). Such arrangements may include, for example, stock options, stock grants (including restricted stock), bonus programs based on carrier performance, and 401(k) plans.

Section 2

(a) The following conditions shall govern implementation of alternative compensation arrangements pursuant to this Article:

(1) Carrier shall notify the appropriate organization representative(s) regarding its proposed alternative compensation arrangement(s). The parties shall meet promptly on such proposal and use their best efforts to reach agreement on implementation;

(2) The proposed arrangement(s) may be implemented only by mutual agreement of the carrier and the appropriate organization representative(s);

EXHIBIT A
(SMWIA)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES DATED NOVEMBER 1, 1999 OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE THEREWITH, SERVED BY AND ON BEHALF OF SUCH CARRIERS UPON THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, AND NOTICES DATED ON OR SUBSEQUENT TO NOVEMBER 1, 1999 AND SERVED ON SUCH CARRIERS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Sheet Metal Workers' International Association.

Alameda Belt Line

Alton & Southern Railway Company

The Belt Railway Company of Chicago - 2

Bessemer and Lake Erie Railroad - 1

The Burlington Northern and Santa Fe Railway Company

Consolidated Rail Corporation

CSX Transportation, Inc.

The Baltimore and Ohio Railroad Company (former)

The Chesapeake and Ohio Railway Company (former)

Clinchfield Railroad (former)

Louisville and Nashville Railroad Company (former)

Pere Marquette Railway Company (former)

Seaboard Coast Line Railroad Company (former)

The Baltimore and Ohio Chicago Terminal Railroad Company

Duluth, Missabe & Iron Range Railway Company - 1
 Elgin, Joliet and Eastern Railway Company - 3
 Indiana Harbor Belt Railroad Company
 The Kansas City Southern Railway Company
 Norfolk Southern Railway Company
 The Alabama Great Southern Railroad Company
 Atlantic & East Carolina Railway Company
 Central of Georgia Railroad Company
 The Cincinnati, New Orleans & Texas Pac. Ry. Co.
 Georgia Southern and Florida Railway Company
 Interstate Railroad Company
 Tennessee, Alabama and Georgia Railway Company
 Tennessee Railway Company
 Northeast Illinois Regional Commuter RR Corp (METRA) - 2
 Oakland Terminal Railway Company
 Terminal Railroad Association of St. Louis
 Union Pacific Railroad

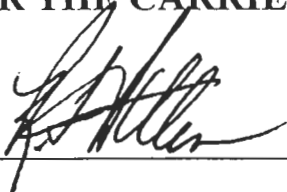
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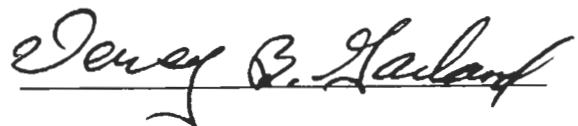
- 1 - Wages and Rules only
- 2 - Health and Welfare and Supplemental Sickness only
- 3 - Wages and Rules and Health & Welfare only

- - - - -

FOR THE CARRIERS:



FOR THE SMWIA:



April 4, 2005
 Washington, D.C.

SMWIA ARBITRATION EX. 5

MEMORANDUM OF AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
(FORMER CHESSIE SYSTEM RAILROADS-C&O, B&O and B&OCT)
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
(DISTRICT 22)
AND
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

Pursuant to Carrier's Notice of August 3, 1987 of intent to transfer and coordinate Engineering (MofW) Department equipment repair work and employees from and to locations as shown in Attachment A hereto, the Carrier and the Employees, desirous of implementing an orderly transaction, have conferred, and

IT IS AGREED:

Article I - Consolidation of Seniority Districts

A. Seniority Districts for IAM represented and SMW represented Engineering Department (MofW) Mechanics employed on the former C&O, B&O, and B&OCT, (including those affected by the August 3, 1987 Coordination Notice) will be consolidated by dovetailing the seniority of the employees on the separate district seniority rosters into a consolidated seniority district roster, which shall be known as the former "Chessie System" seniority roster, as shown in Attachment B hereto. Said rosters shall be dovetailed on the date following the date the above referenced coordination is implemented and the seniority dates to be dovetailed and any prior right entitlements shall be determined by the relative seniority standing and the location to which assigned upon the date the seniority rosters are dovetailed.

B. Mechanics involved in the consolidation of seniority districts provided for above will retain all prior rights (including prior "prior rights") to positions advertised with headquarters on their former seniority districts. All "prior rights" Mechanics on a particular prior rights district must stand for regular assignment before an employee without prior rights on that territory may be assigned to work on it.

C. The dovetailed seniority roster, showing prior right districts, prior-prior right districts, and headquarters locations are shown on Attachment B hereto.

D. 1. If at any time the Carriers further change the headquarters points within the consolidated seniority district as shown in Attachment C hereto and made part hereof, and an employee is as a result of such changes required to change his residence (per definition contained in Article IV, Section 3 of the Master Transfer Agreement effective January 1, 1976) such employee will be provided the benefits contained in Article IV, Section 1 of the aforementioned Master Transfer Agreement.

2. It is further understood that a change of headquarters for Division or Traveling Mechanics which also would involve a change of

residence requires that the position be abolished if requested by the incumbent within ten (10) days from receipt of written notice thus allowing the incumbent to exercise seniority should he choose to do so rather than move his residence to the new headquarters location. In the event the incumbent chooses to exercise seniority to another position to which entitled, the position established with a new headquarters would then be advertised in accordance with the Schedule Agreement.

Article II - Establishment of four (4) classes of Mechanics in the Engineering (MofW) Department

A. Division Mechanic - will be headquartered on the current Operating Division as shown in Attachment C and will report to the Division Engineer or his designee. The Division Mechanic will be assigned duties of maintaining and repairing other than production equipment, such as cranes, air compressors, dozers, backhoes, etc., on the Division to which assigned. However, a Division Mechanic may be assigned for short periods of time to assist a traveling or gang mechanic to return production equipment to service if no other Mechanics are readily available.

B. 1. Traveling Mechanic - will be headquartered on the Regions as shown in Attachment C and will report to the designated equipment supervisor. Traveling Mechanics may be assigned to support Division Mechanics, Gang Mechanics, or perform other work of their craft on the region upon which they are headquartered.

2. In the event a need should arise to temporarily assign a Traveling Mechanic outside his region, he may be so assigned provided the work location in the other region is located in highway miles closer to his region than the headquarters of the nearest Traveling Mechanic in the region to which temporarily assigned.

C. 1. Gang Mechanic - will be headquartered at the equipment of the particular production gang(s) to which assigned. Should the gang move more than sixty (60) miles beyond the territory described, pursuant to Paragraph 2 below, the incumbent may request that the position be abolished and upon receipt of such written request the Carrier shall abolish the position within three (3) working days from date of receipt of the request and readvertise the position pursuant to the applicable bulletin rule.

2. Once each calendar year sufficiently in advance of the production season, all Gang Mechanics will be advised in writing by the Carrier as to the territory (major subdivisions including connecting subdivisions of less than 60 miles in length) to be worked by each production gang for the coming production season. Should any Gang Mechanic submit a written request to his supervisor within ten (10) days after receipt of the aforementioned written notice of gang assignment that his position be abolished said position will be abolished within three (3) working days and readvertised pursuant to the applicable bulletin rule.

3. Gang Mechanics will be assigned to perform off season repairs to the equipment utilized by their respective gang(s) when not engaged in

production work. The Carrier shall ensure suitable indoor facilities are available during inclement weather.

4. For purposes of this Agreement, the term "Division" will be the Operating Divisions (Baltimore, Chicago, Corbin, Detroit and Huntington) in effect on October 1, 1987, as shown in Attachment D hereto except that on the Corbin and Chicago Divisions, this Agreement is applicable only to the former Chessie System portion thereof. The term "Consolidated Seniority District" includes the territory defined as consolidated seniority districts described in the March 1, 1985 Memorandum Agreement, shown in Attachment E hereto. Further, should the off season or winter repair location be located outside the Consolidated Seniority District territory and more than sixty (60) miles from his home, the mechanic may elect to have his position abolished in the same manner as described in Paragraph C1 above.

Where a gang is scheduled to work in more than one Consolidated Seniority District territory the preponderance of the work will determine the "home" Consolidated Seniority District for purposes of this Paragraph 4.

D. 1. Shop Mechanic - will be headquartered at either the Eastern Region Shop at Fairmont, W. Va. or the Western Region Shop at Columbus, Ohio. Shop Mechanics will report to the designated equipment supervisor at the shop. Duties of the Shop Mechanics will include major overhaul and heavy repair to equipment utilized in the Engineering (MofW) Department. Shop Mechanics will also be assigned to maintain and repair components such as, but not limited to, pumps, hydraulic cylinders, small engines, track drills, and other similar equipment used upon the line of road in the Engineering (MofW) Department.

2. Shop Mechanics will not be regularly assigned to work away from their shop headquarters, except as provided in Paragraph (3) below, but they may be assigned to work away from the shop to fill temporary vacancies of thirty days or less or in emergencies. When it is necessary to send a Shop Mechanic upon line of road the principle of seniority will be observed.

3. A reasonable number of seasonal rail force positions (not to exceed sixteen) may be established from time to time to perform the work formerly performed by the rail gangs. These positions will be posted at the Region Shop upon the region where the preponderance of the work is to be performed. Employees holding seniority at the shop at which the positions are posted will indicate their preference for such positions in writing and should a position(s) remain vacant, the position(s) will then be offered to the other regional shop and if thereafter a vacancy still exists, the position(s) will be filled in accordance with the applicable rules of the Schedule Agreement.

4. All positions established at the Regional Shops will be bulletined. Such bulletins shall include the specific, preponderant duties of the position in addition to the standard information required by the Schedule Agreement bulletin rule.

Article III - Rates of Pay and Expenses

A. 1. Division, Traveling and Gang Mechanics will be paid on a salary basis pursuant to Rule 15 of the Schedule Agreement. The hours per month contemplated in Rule 15 of the Schedule Agreement will be increased from 213 to 232 and 2/3 resulting in a new monthly salary of \$3,080.55 as of the effective date of this agreement. (Should the 1987 Tentative IAM&AW National Agreement be consummated prior to implementation of this agreement, the wage adjustments contained therein will be applied to this agreement and the monthly salary increased accordingly upon the effective date of this agreement.)

2. Salaried Mechanics will be paid the applicable overtime rates for routine maintenance or repair work performed on Saturdays, all work performed on Sundays, and for all work in excess of 232 and 2/3 hours in a month.

3. All time spent by the salaried Mechanics in the furtherance of the Carrier's business, i.e., picking up parts, delivering parts, transporting parts or equipment, etc. will be considered as "on duty" time for purposes of computing time worked under the provisions of this agreement.

B. 1. Shop Mechanics will be paid on an hourly basis pursuant to Rule 1 of the Schedule Agreement.

2. Shop Mechanics who are awarded or assigned permanent positions to perform work upon line of road formerly performed by the rail gangs (Gang Mechanics) shall be paid the monthly salary while working such positions. Further, while working such positions the headquarters point shall be the location of the equipment to which assigned.

C. Division, Traveling, and Shop Mechanics will be allowed actual, reasonable expenses while working away from their headquarters. Gang Mechanics will be allowed actual, reasonable expenses while away from their domicile when required to travel more than sixty (60) highway miles from their domicile to the location of the equipment to which assigned. However, reasonable and actual meal expenses will be allowed on any day the Gang Mechanic is required to work more than ten (10) hours per day.

Article IV - Transportation

A. All Division and Traveling Mechanics will be assigned a carrier vehicle for use in the performance of their duties and for transportation to and from their headquarters point.

B. All Gang Mechanics will be furnished suitable transportation for use in the performance of their duties, and transportation to and from their gang (equipment).

C. When sent on line of road, all Shop Mechanics will be provided a carrier vehicle or other suitable transportation. In the event the Mechanic requests to use his own vehicle and such request is granted by his supervisor the Mechanic will be allowed the Carrier's authorized rate per

mile for travel in connection with such assignment.

Article V - Scope of the Amendments contained herein

A. All agreements currently in effect covering the Engineering Department (MofW) Mechanics employed upon the former Chessie System (B&O and B&OCT) Carriers are hereby abrogated and upon the effective date of this agreement all such Mechanics will be subject to the former C&O Chesapeake District Agreement, including all amendments thereto, and all other agreements, understandings, practices, and other contractual arrangements currently in effect for those C&O Chesapeake District Engineering Department (MofW) Mechanics.

B. The provisions set forth herein and agreed upon are meant to supersede similar provisions in the current C&O Chesapeake District Agreement as that agreement existed immediately prior to the effective date of this agreement. In the event that any provision of this agreement conflicts with a provision of the existing agreement the provisions of this agreement will apply. Where no such conflict exists the applicable provisions of the C&O Chesapeake District Schedule Agreement (including the MofW Supplement thereto, as amended) and all other agreements remain in full force and effect.

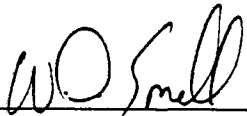
C. For convenience, all references to gender in this Agreement are made in the masculine gender. It is understood and agreed by the parties that references to gender include both the masculine gender and feminine gender.

D. This agreement will become effective January 4, 1988.

Signed at Jacksonville, Florida this 9th day of December 1987.

FOR THE IAM&AW:

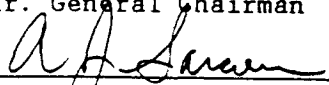
FOR THE CARRIERS:



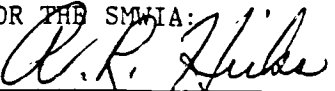
W. D. Snell, Asst. Pres. -
Dir. General Chairman



W. H. Morse, Jr.
Director of Labor Relations



A. J. Sarcone, General Chairman

FOR THE SMWIA:


A. R. Hicks, General Chairman

1202.A/LRNOARM



Labor Relations Department

500 Water Street
Jacksonville, FL 32202

Jacksonville, Florida, December 8, 1987

File: 16-000-13

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This letter constitutes revised notice under Article I, Section 1, of the C&O-B&O-WM-B&OCT Agreement of Carrier's intent to transfer and coordinate MofW Department equipment repair work and employees from and to locations shown below, effective on or about January 4, 1987:

<u>PRESENT FORCE</u>		<u>PROPOSED FORCE</u>			
	<u>Division</u> <u>Mechs.</u>	<u>Traveling</u> <u>Mechs.</u>	<u>Gang</u> <u>Mechs.</u>	<u>Shop</u> <u>Mechs.</u>	
<u>Maryland Div.</u>					
Baltimore - 8 Div. Mechs.	Balto-1	Balto-2	6	Fairmont-1	
Cumberland - 9 Div. Mechs.	Cumb.-1	Cumb.-1	5		
<u>Pittsburgh Division</u>					
Fairmont - 10 Shop Mechs					Fairmont-16
Fairmont - 10 Div. Mechs	Grafton-1	Fairmont-5	4		
Parkersburg - 1 Div. Mech		Parkersburg-1			
Dunbar - 9 Div. Mechs	Dunbar-1	Dunbar-1	4		
Riker - 3 Div. Mechs	Riker-1	Riker-1			
Salamanca - 1 Div. Mech					
Berwood - 1 Div. Mech					

<u>PRESENT FORCE</u>		<u>PROPOSED FORCE</u>		
	<u>Division Mechs.</u>	<u>Traveling Mechs.</u>	<u>Gang Mechs.</u>	<u>Shop Mechs.</u>
<u>West Virginia</u>				
Huntington - 9 Div. Mechs	Hgtn-1	Hgtn-2	6	
Hinton - 6 Div. Mechs		Hinton-1	2	Fairmont-2 Columbus-2
Shelby - 2 Div. Mechs		Shelby-1	1	
Paintsville - 5 Div. Mech	Paintsville-1	Paintsville-1	2	
Russell - 1 Div. Mech	Russell-1			
Rainelle - 1 Div. Mech	Raleigh-1			
<u>Virginia Division</u>				
Richmond - 7 Div. Mechs	Richmond-1	Richmond-1	1	Fairmont-6
Clifton Forge - 7 Div. Mechs	CF-1	CF-2	2	
<u>Ohio Division</u>				
Columbus - 25 Div. Mechs		Columbus-5	4	Columbus-17
Walbridge - 1 Div. Mech				
Chillicothe - 1 Div. Mech	Chillicothe-1			
<u>Western Division</u>				
DeCoursey - 7 Div. Mechs	DeCoursey-1	DeCoursey-1	2	Columbus-7
Washington - 1 Div. Mech	Washington-1	Hamilton-1		
Indianapolis - 3 Div. Mechs				
Peru - 1 Div. Mech				
Hamilton - 1 Div. Mech				
Lima - 4 Div. Mech	Lima-1	Dayton-1	2	
<u>Michigan Division</u>				
Grand Rapids - 9 Div. Mechs	G.R.-1	G.R.-1	1	Columbus-10
Plymouth - 2 Div. Mechs	Plymouth-1		1	
Saginaw - 6 Div. Mechs		Saginaw-1	1	
Blenhiem, Ont. - 1 Div. Mech	Blen-1			
<u>Chicago Division</u>				
Chicago - 5 Div. Mechs	Chicago-1	Chicago-2	2	
Garrett - 5 Div. Mechs		Garrett-2	2	Columbus-4
Akron - 6 Div. Mechs	Akron-1	Akron-1	1	

Messrs. Hicks, Snell, Sarcone

3

December 8, 1987

System Mechs

C&O Northern - 4

C&O Southern - 4

Columbus-4

Fairmont-4

In addition, Carrier proposes to perform the B&O System mechanic work out of the Fairmont Shop.

Very truly yours,



W. H. Morse, Jr.

Director of Labor Relations

X3342.B/LRNOMLW

FORMER CHESSIE SYSTEM ENGINEERING DEPARTMENT IAM/SMW SENIORITY ROSTER

DECEMBER 8, 1987

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
Castelline, M. A.	1598672	B&OCT	CHI	B&OCT	B&OCT	08-15-47	07-20-27
Reusser, James	2465771	DET	GR	MI	MI	11-03-52	10-07-28
Senese, J. A.	1598673	B&OCT	CHI	B&OCT	B&OCT	04-17-54	11-28-27
Jones, Richard G.	2442279 (1)	DET	SAG	MI	MI	10-11-55	09-20-26
Liston, R. H.	1109673	BALT	CUMB	CUMB	MD	01-21-57	03-18-30
Noël, Lawrence L.	1401945 (2)	CHI	GAR	AKR W	CHI	02-21-57	09-15-34
Seebaugh, B. M.	1116543	BALT	PKBG	MON W	PI	03-22-57	11-01-31
Grenke, A. A.	1105680	BALT	CUMB	CUMB	MD	05-02-57	03-16-28
Cales, O. E.	2230883	HUNT	R'NEL	NF&G	WV	01-07-58	08-11-29
*Coburn, B. J. (SMW)	1710365 (1)	DET	LIMA	TOL IN E		03-27-59	04-12-27
Sisk, R. A.	1118545 (1)	BALT	CUMB	CUMB	MD	03-01-63	11-20-26
Smith, H. C., Jr.	1205229	BALT	BO-W	PI E	PI	09-30-63	02-18-39
Boyd, Orbie	2066070 (1)	HU	SHELBY	ASH	WV	04-01-64	12-11-25
Boyd, Gradis C.	2270122 (1)	HU	SHELBY	ASH	WV	06-01-65	06-16-27
Cross, M. W.	1598679 (1)	B&OCT	CHI	B&OCT	B&OCT	02-16-65	10-02-36
Tarrant, George E.	2456099	DET	SAG	MI	MI	09-28-65	08-25-39
Small, J. A.	1118555		F'MONT	F'MONT		03-11-66	11-19-34
Clites, P. H.	1115691	BALT	CUMB	CUMB	MD	05-19-66	12-23-30
Frederick, E. J.	1206466	BALT	BO-W	PI E	PI	05-23-66	04-01-24
Jones, R. O.	1407618 (1)	BALT	BUF	BUF	PI	06-13-66	06-13-24
*Duckworth, H. L. (SMW)	1109782 (1)	BALT	F'MONT	MON		07-01-66	04-17-27
Scalf, S. A.	2270264	CORBIN	COV	CI TERM	WE	09-08-66	03-19-28
Grissom, A. L.	1206870 (1-F)	CORBIN	CINN	CI TERM	WE	09-12-66	12-16-38
Malinowski, A. R.	1206110	BALT	BALT	BALT	MD	10-14-66	04-03-36
Duncan, D. L.	1118923		F'MONT	F'MONT		01-03-67	04-21-44
Swisher, J. R. (A)	1413157		F'MONT	F'MONT		04-17-67	03-02-31
Mosier, G. R.	1501244 (2)	DET	LIMA	ST. LOU	WE	08-01-67	05-17-36
Burtch, R. A.	1500346 (2)	CHI	GAR	AKR W	CHI	10-23-67	12-29-42
Thornton, Dale	1403534	BALT	BO W	PI E	PI	10-23-67	01-16-31
Volker, Robert A.	2456304	DET	SAG	MI	MI	01-12-68	05-26-36
Bedford, John H.	2607441	DET	G RAP	MI	MI	03-18-68	04-07-34
Fitzgerald, D. L.	2066072	HU	C FGE	C FGE	VA	07-08-68	09-12-36

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
King, H. K.	1503533	BALT	BO-W	PI E	PI	07-23-68	07-25-42
Born, Phillip E.	2066090 (2)	DET	WALB	HOCK	OH	08-24-68	11-02-41
Cline, Roy C.	2476572 (2)	DET	G RAP	MI	MI	10-07-68	12-13-31
Hudson, D. R.	1503761	CHI	WASH IN	ST LOU	WE	10-07-68	09-16-36
McKee, M. H.	1504291	BALT	SAL NY	BUF	PI	12-05-68	12-18-34
Depp, T. G.	1504310	BALT	RIKER	BUF	PI	12-11-68	03-16-46
*Wingate, C. S. (SMW)	1710590 (1)	DET	LIMA	TOL IN E		02-03-69	04-07-23
*Brock, R. L. (SMW)	1206460	DET	LIMA	TOL IN E		06-30-69	07-14-47
Landis, R. B.	1205556	BALT	CUMB	CUMB	MD	07-23-69	07-16-46
Trainham, Alonzo A.	2205007	HU	N NEWS	RI	VA	08-11-69	02-27-32
Ford, Lloyd K.	2611336 (2)	DET	G RAP	MI	MI	09-16-69	09-18-39
Kinner, Donald W.	2611464 (1-2)	HU	P'VIL	ASH	WV	10-09-69	01-14-32
Seeders, J. E.	1110700	BALT	CUMB	CUMB	MD	12-24-69	07-29-29
Grube, D. B.	1507079	BALT	RIKER	BUF	PI	04-13-70	05-26-33
Zambori, Samuel D.	2608733	DET	SAG	MI	MI	07-09-70	06-17-48
Miles, K. E.	2606919	CORBIN	COV	ST LOU	WE	07-29-70	08-17-43
Rabb, Victor B.	2611369	DET	SAG	MI	MI	10-26-70	12-01-44
Davenport, Ralph J.	2611924	HU	RUSS	HU	WV	03-06-71	08-19-42
Nelson, Carlton C.	2082757	HU	C FGE	C FGE	VA	03-18-71	04-17-41
Myers, D. L.	1509775 (1-2)	CHI	WASH IN	ST LOU	WE	05-24-71	03-14-31
Rich, Dale	2615401	DET	PLY	MI	MI	06-08-71	05-22-37
Stevens, Lucian Earl	2613029	HU	HU	HU	WV	06-28-71	05-20-48
Snyder, John	2609752	DET	PLY	MI	MI	07-30-71	04-24-46
Jefferson, W. E.	1250206		F'MONT	F'MONT		10-05-71	08-13-36
Morton, Gary D.	2630193	HU	COL	O NK	OH	12-10-71	03-04-47
Lomas, Manual	2455580	DET	SAG	MI	MI	03-23-72	06-17-31
White, Richard E.	2076035	HU	RI	RI	VA	08-04-72	11-09-42
Tidwell, W. J.	1206462	CHI	WASH IN	ST LOU	WE	09-06-72	06-19-42
Myers, B.	1206537	CHI	WASH IN	ST LOU	WE	12-31-72	03-14-46
Weyand, George G.	1501680	DET	AKR	AKR E	CHI	04-30-73	07-16-43
*Tighe, P. D. (SMW)	1116106 (1)	BALT	F'MONT	MON		06-11-73	10-29-38
Retzl, L.	1598900	B&OCT	CHI	B&OCT	B&OCT	07-12-73	10-14-46
Drew, Gary B.	2617191	DET	G RAP	MI	MI	10-26-73	02-01-45
Elliot, J. R.	1512680		F'MONT	F'MONT		03-25-74	04-25-31
Freedman, L. B.	1110970	BALT	BALT	BALT	MD	03-26-74	01-30-26
Arnold, H. L.	2612023	HU	HINTON	HINTON	WV	04-01-74	04-04-46

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
*Nestor, G. V. (SMW)	1506861	BALT	F'MONT	MON		05-10-74	12-25-38
Keating, Richard	2617699	DET	PLY	MI	MI	05-28-74	02-15-37
*Pitts, Lee C. (SMW)	1512815	DET	LIMA	TOL IN E		07-29-74	01-07-52
O'Brien, Peter J.	2615246 (2)	HU	C FGE	C FGE	VA	07-31-74	10-04-49
Cabell, Baxter D.	2073462 (2)	HU	HU	HU	WV	08-05-74	01-15-40
Hall, William A.	2618084	HU	RI	RI	VA	08-19-74	09-29-42
Urbank, William J.	1513731 (2)	DET	AKR	AKR E	CHI	08-29-74	03-02-50
Owens, S. R.	1513029	CHI	WASH IN	ST LOU	WE	10-21-74	12-10-50
*Vigar, R. J. (SMW)	2611912 (1-F)	CORBIN	PERU	CHI	WE	10-25-74	02-19-44
Edds, Audrey N.	2618625	HU	HIN	HIN	WE	01-24-75	04-13-48
Hege, A. E.	1501775	BALT	BALT	BALT	MD	04-22-75	05-25-49
*Woods, M. S. (SMW)	1514635	DET	LIMA	TOL IN E		04-28-75	09-14-42
Adkins, H. E., Jr.	2618626	HU	HIN	HIN	WV	06-14-75	07-06-45
Wortham, David J.	2619341	HU	RI	RI	VA	08-25-75	01-11-50
*Ebbeskotte, K. (SMW)	1515304 (2)	DET	LIMA	TOL IN E		09-15-75	02-12-50
*Powell, R. G. (SMW)	1511044	CHI	IND IN	TOL IN W		11-01-75	09-27-53
Cunningham, T. D.	2615341	HU	COL	HOCK	OH	01-15-76	05-20-52
Rittenhouse, R. T.	1514727	BALT	RIKER	BUF	PI	01-20-76	08-19-46
Myers, D. P.	1515954	CHI	WASH IN	ST LOU	WE	04-05-76	05-25-49
Penrod, Dwight	2630197 (1)	HU	COL	O NK	OH	04-20-76	12-20-30
Deyling, David W.	1516241	DET	AKR	AKR E	CHI	05-03-76	06-10-47
*Pitts, D. M. (SMW)	1515453	DET	LIMA	TOL IN E		06-04-76	02-04-47
Riley, C. M.	1504100	BALT	CUMB	CUMB	MD	06-28-76	01-08-50
Kanaar, Steven C.	2617694 (2)	DET	WALB	HOCK	OH	07-09-76	10-19-51
Webb, Nolan Lewis	2618856	HU	HU	HU	WV	07-19-76	07-03-40
Risher, Jerry A.	2615035	DET	G RAP	MI	MI	08-09-76	12-15-44
Jewell, Dewey B.	2618784 (2)	DET	G RAP	MI	MI	08-13-76	08-01-56
Phillips, W. L.	2086803	COR	CHILL	CD	OH	08-23-76	01-29-37
Miller, Leslie A.	1516998 (2)	HU	COL	O NK	OH	11-26-76	09-24-54
Ballowe, Athel M.	2612225	HU	RI	RI	VA	01-21-77	02-01-41
Boone, Jerry A.	2612187	HU	C FGE	C FGE	VA	01-24-77	09-07-41
Fitzwater, Lee C.	1513192	DET	AKR	AKR E	CHI	04-24-77	02-10-56
Decker, A. J.	1517826	CHI	WASH IN	ST LOU	WE	05-31-77	07-20-50
Roberts, Dale E.	2630199	HU	COL	O NK	OH	06-20-77	06-09-50
Williams, A.	1511379	CHI	WASH IN	ST LOU	WE	08-08-77	07-26-48
McCallister, John A.	2620102	HU	HU	HU	WV	08-18-77	10-29-53

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
Coiner, Michael D.	2620625	HU	HU	HU	WV	09-14-77	07-08-52
Wenzel, William R.	2619368	NRRG	SYS	NRRG	NRRG	10-24-77	01-21-48
Sherman, Steven L.	2616928	DET	SAG	MI	MI	11-18-77	10-26-54
Holbin, Edward D.	2618546	DET	COL	MI	MI	02-24-78	10-02-53
Hendee, Paul C.	2619944	DET	G RAP	MI	MI	04-21-78	01-14-55
Leadingham, R. E.	2618908	HU	P'VIL	ASH	WV	05-04-78	01-06-57
Gonzoles, M.	1597852	B&OCT	CHI	B&OCT	B&OCT	05-21-78	01-19-54
Merritt, Kevin L.	2621527	HU	HU	HU	WV	12-01-78	05-10-57
Lipscomb, C. C.	1516847	BALT	CUMB	CUMB	MD	06-02-78	06-18-41
Seeders, J. E. Jr.	1519039	BALT	CUMB	CUMB	MD	06-09-78	03-23-54
Forson, Charles D.	2621248	HU	COL	HOCK	OH	07-03-78	07-21-53
Adams, James	1206606	BALT	BO-W	PI E	PI	08-21-78	08-04-48
Shuman, Roy R.	1502301		F'MONT	F'MONT		09-14-78	01-26-50
Knisley, K.	1513658	BALT	CUMB	BALT	MD	10-23-78	12-17-55
Dillon, Roger D.	2620387	HU	P'VIL	ASH	WV	05-31-78	06-26-52
Roe, William M.	2630200	HU	COL	O NK	OH	12-06-78	09-29-49
Morgan, Michael W.	2618929	HU	C FGE	C FGE	VA	01-22-79	11-16-41
*Cox, Don H. (SMW)	1520225	CHI	IND IN	TOL IN W		01-22-79	11-13-29
Thomas, James N.	2625396	SRRG	SYS	SRRG	SRRG	02-12-79	05-02-43
Spurling, R. T.	1517734		F'MONT	F'MONT		02-12-79	12-18-39
Bruce, Larry A.	2630195	HU	COL	O NK	OH	02-17-79	11-03-48
*Ebbeskotte, L. (SMW)	1520267	DET	LIMA	TOL IN E		02-26-79	01-25-57
Shuyler, R. F. Jr.	1508114		F'MONT	F'MONT		05-10-79	06-30-48
Field, Peter J..	2618011	DET	BLN	CAN	MI	05-18-79	01-04-48
Picardi, Kenneth	2625782	DET	G RAP	MI	MI	05-23-79	04-04-49
*Linger, R. J. (SMW)	1500455	BALT	F'MONT	MON		06-08-79	10-11-43
Whipple, Bruce C.	2619364	DET	G RAP	MI	MI	06-15-79	04-07-49
Coleman, John	1521192	DET	AKR	AKR E	CHI	08-15-79	11-02-56
Long, George Jr.	1521396	DET	AKR	AKR E	CHI	09-24-79	2-23-54
Buss, Michael G.	2626200	DET	G RAP	MI	MI	10-05-79	09-18-60
*Cox, Larry E. (SMW)	1521451	CHI	IND IN	TOL IN W	WE	10-22-79	09-16-40
Weick, Michael L.	1520495	CHI	GAR	AKR W	CHI	01-07-80	09-11-55
Mullins, Michael K.	2619879	HU	P'VIL	ASH	WV	01-21-80	08-09-55
Damron, Michael H.	1521544		F'MONT	F'MONT		01-22-80	05-21-51
Leyh, W. G.	1518270	BALT.	BALT	BALT	MD	03-14-80	02-19-57
Alexa, William A.	2624451	DET	G RAP	MI	MI	04-18-80	03-03-59

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
Smith, Craig A.	2627130	DET	G RAP	MI	MI	09-11-80	12-15-59
Sheffield, Duane	1521640	CHI	GAR.	AKR W	CHI	09-11-80	03-23-50
Long, L. B.	1522242	CHI	WASH IN	ST LOU	WE	11-12-80	01-20-35
Davis, Michael	2627600 (2)	SRRG	SYS	SRRG	SRRG	11-17-80	07-01-40
Tackett, Walker	1522246	CHI	GAR	AKR W	CHI	11-19-80	05-01-37
Callahan, M. E.	2630196	HU	COL	O NK	OH	12-05-80	08-28-54
*Hardebeck, H.C. (SMW)	1250588	DET-COR	LIMA	TOL IN	E	01-05-81	05-10-43
Leister, F. W.	1522267	BALT	BO W	PI E	PI	01-05-81	05-27-34
Hein, J. W.	1522300	BALT	BALT	BALT	MD	1-28-81	08-27-52
Keyser, Michael W.	2620426	NRRG	SYS	NRRG	NRRG	02-02-81	08-27-57
Orndorff, R. D.	1522307	BALT	BALT	BALT	MD	02-09-81	08-19-44
Young, R. A.	1522595	BALT	BALT	BALT	MD	02-16-81	06-19-42
*Jennings, R. C. (SMW)	1503290	BALT	F'MONT	MON		02-19-81	03-15-45
Henderson, Joe	1522324	WRRG	SYS	WRRG	WRRG	03-09-81	09-09-48
Smith, T. M.	1522165	BALT	B'WOOD	MON W	PI	03-18-81	01-24-40
Natchman, Eric L.	2627805	NRRG	SYS	NRRG	NRRG	03-23-81	02-17-53
Leasure, P. B.	1521440	BALT	RIKER	BUF	PI	06-24-81	01-01-42
Blankenship, L. A.	2628405 (2)	SRRG	SYS	SRRG	SRRG	07-27-81	09-21-48
Steele, Mark A.	2630201	HU	COL	O NK	OH	08-10-81	08-25-54
McGlothlin, J. A.	1597556	B&OCT	CHI	B&OCT	B&OCT	08-20-81	09-24-46
Brown, Barry W.	2627343	HU	C FGE	C FGE	VA	09-29-81	10-24-48
Morgan, Joseph E.	2627607	HU	C FGE	C FGE	VA	09-29-81	01-20-36
Thomas, Carl	2622655	HU	COL	HOCK	OH	10-26-81	04-02-40
Smith, Dan	2621190	HU	COL	HOCK	OH	10-28-81	02-03-45
Pollard, James O.	2629028	SRRG	SYS	SRRG	SRRG	11-23-81	08-15-27
Hess, Gregory L.	1523147	DET	AKR	AKR E	CHI	12-01-81	06-30-54
Tackett, Shelton E.	1523148	CHI	GAR	AKR W	CHI	12-01-81	11-29-55
*Duckworth, G.A. (SMW)	1518626	BALT	F'MONT	MON		12-04-81	03-28-53
Sanford, Adair	1514611		F'MONT	F'MONT		02-22-82	03-11-45
Lees, J. Scott	1523192	BALT	BO W	PI E	PI	03-04-82	07-18-55
Johnson, David D.	1523347	BALT	BO W	PI E	PI	06-24-82	07-18-55
Riffe, Alfred S.	1523402	CHI	GAR	AKR W	CHI	11-06-82	06-05-52
*Lee, Dale E. (SMW)	1504726	BALT	F'MONT	MON		12-03-82	08-12-48
Phipps, Charles D.	2622135	HU	COL	HOCK	OH	02-14-83	05-23-46
Clay, Kenneth M.	2622975	HU	HU	HU	WV	02-25-83	11-16-53
Henderson, Frank D.	2625277 (2)	HU	HU	HU	WV	02-25-83	03-03-40

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
Russo, John	2607776	DET	G RAP	MI	MI	02-28-83	02-02-49
Shanholtz, Robert L.	2630432	OH	COL	OH	OH	05-16-83	08-04-40
*Rollyson, D. R. (SMW)	1514707	BALT	F'MONT	MON		05-24-83	09-05-53
Jarrell, Gene H.	2625488	HU	HU	HU	WV	06-09-83	01-30-42
Johnson, William E.	2628588	OH	COL	OH	OH	06-24-83	02-11-46
Russell, John L.	2628188	OH	COL	OH	OH	06-27-83	07-07-48
Rose, Tarrell H.	2607422	HU	COL	HOCK	OH	06-27-83	07-06-49
*Wagoner, R. H. (SMW)	1520904	BALT	F'MONT	MON		08-10-83	09-09-48
Felton, G. K.	1517327	BALT	CUMB	CUMB	MD	08-30-83	06-29-58
Wilt, Lewis O.	2630343	OH	COL	OH	OH	07-09-84	08-13-36
Zinsky, David A.	1508256	BALT	BO W	PI E	PI	08-25-84	05-30-51
Fry, Forster	2629311	HU	HU	HU	WV	09-11-84	05-26-36
*Duckworth, C.E. (SMW)	1522386	BALT	F'MONT	MON		10-19-84	10-02-29
*Brock, H.B. (SMW)	1522452	BALT	F'MONT	MON		11-26-84	12-06-43
*Dillon, T. L. (SMW)	1522420	BALT	F'MONT	MON		12-03-84	09-27-55
Taylor, Anthony E.	2625491	HU	HIN	HIN	WV	04-16-85	02-18-58
Depriest, David D.	2624940	HU	RI	RI	VA	06-24-85	01-09-53
Murphy, John M.	2624778	HU	RI	RI	VA	10-08-85	10-13-56
Bush, George	2624378	DET	G RAP	MI	MI	11-11-85	12-13-56
Burnett, Thomas Jr.	2619933	HU	COL	HOCK	OH	11-20-85	12-16-40
Davis, K. O.	2607421	HU	COL	HOCK	OH	11-20-85-2	05-08-40
Perry, Marvin D.	2629517	OH	COL	OH	OH	12-11-85	06-16-46
Gilkerson, Toney	2626419	HU	P'VIL	ASH	WV	12-17-85-104	19-58
Adkins, Kim	2627929	HU	P'VIL	ASH	WV	12-17-85-207	05-56
Bitler, Peter	2618017	NRRG	SYS	NRRG	NRRG	03-03-86	01-27-44
Killen, Richard D.	2612652	OH	COL	OH	OH	03-10-86	11-30-43
King, Larry	2613447	HU	HIN	HIN	WV	07-25-86	11-07-37
Waugh, Paul D.	2622083	OH	COL	OH	OH	09-02-86	12-08-58
Gumbert, William F.	2629333	OH	COL	OH	OH	09-18-86	06-16-53
VanCleve, Paul M.	2618159	SRRG	SYS	SRRG	SRRG	09-19-86	01-15-46
Maynard, Fred	2627681	HU	HIN	HIN	WV	09-22-86	07-04-45
Lewis, Carlyle	2626793	HU	RI	RI	VA	09-29-86	10-25-51
Lester, Ronald L.	2094329	OH	COL	OH	OH	09-30-86	06-02-41
Rose, Richard A. (SMW)	1515368	BALT	F'MONT	MON	-	04-01-87	
Canterbury, R. L.	2622284	OH	COL	OH	OH	08-03-87	01-13-51
Griffith, J. W.	2624817	OH	COL	OH	OH	08-03-87	03-15-52
Morris, D. E.	2605761	OH	COL	OH	OH	09-08-87	07-31-49

NAME	ID NO.	DIV'N	LOC'N	PRIOR DIST	PRIOR CONSL DIST	SENIORITY DATE	BIRTH DATE
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Footnotes:

1. On Long Term Disability.
1-F Disability - See File
2. Promoted to Noncontract.
- * Not Consolidated

HEADQUARTERS - DIVISION AND TRAVELING MECHANICS

Eastern Region - Fairmont, West Virginia

<u>Division Mechanics</u>	<u>Traveling Mechanics</u>
Baltimore, Md. - 1	Baltimore, Md. - 2
Cumberland, Md. - 1	Cumberland, Md. - 1
Grafton, W. Va. - 1	Fairmont, W. Va. - 5
Dunbar, Pa. - 1	Parkersburg, W. Va. - 1
Riker, Pa. - 1	Dunbar, Pa. - 1
Huntington, W. Va. - 1	Riker, Pa. - 1
Raleigh, W. Va. - 1	Huntington, W. Va. - 2
Richmond, Va. - 1	Richmond, Va. - 1
Clifton Forge, Va. - 1	Clifton Forge, Va. - 2
	Hinton, W. Va. - 1

Western Region - Columbus, Ohio

<u>Division Mechanics</u>	<u>Traveling Mechanics</u>
Paintsville, Ky. - 1	Shelby, Ky. - 1
Russell, Ky. - 1	Paintsville, Ky. - 1
Chillicothe, Ohio - 1	Columbus, Ohio - 5
DeCoursey, Ky. - 1	DeCoursey, Ky. - 1
Washington, Ind. - 1	Hamilton, Ohio - 1
Lima, Ohio - 1	Dayton, Ohio - 1
Grand Rapids, Mich. - 1	Grand Rapids, Mich. - 1
Plymouth, Mich. - 1	Saginaw, Mich. - 1
Blenheim, Ont. - 1	Chicago, Ill. - 2
Chicago, Ill. - 1	Garrett, Ind. - 2
Akron, Ohio - 1	Akron, Ohio - 1

APPENDIX V

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

CONSOLIDATED SENIORITY DISTRICTS
HEADQUARTERS

<u>Virginia Division</u>	<u>Ohio Division</u>
Richmond Newport News Clifton Forge	Columbus Chillicothe Walbridge
<u>Maryland Division</u>	<u>Western Division</u>
Baltimore Cumberland	Washington Cincinnati Terminal
<u>West Virginia Division</u>	<u>Chicago Division</u>
Huntington Russell Paintsville Shelby Rainelle Hinton	Akron Garrett Chicago
<u>Pittsburgh Division</u>	<u>Michigan Division</u>
Parkersburg Benwood Bowest E. Salamanca Riker	Grand Rapids Saginaw Plymouth Blenheim



Labor Relations Department

500 Water Street
Jacksonville, FL 32202

December 9, 1987

Side Letter No. 1

Mr. W. D. Snell, Asst. Pres.-Dir. Gen. Chm.
Int'l. Assoc. of Machs. and Aerosp. Wkrs., Dist. 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
Int'l. Assoc. of Machs. and Aerosp. Wkrs., Dist. 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

As agreed by the parties those Mechanics affected by the Carriers' August 3, 1987 notice will be entitled to any retroactive pay due upon the consummation of the 1987 Tentative National Agreement even though such Mechanics may elect a separation allowance pursuant to the Master Transfer Agreement.

If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,

W. H. Morse, Jr.
Director of Labor Relations

AGREED:

W. D. Snell, Asst. Pres.-Dir. Gen. Chm.

A. J. Sarcone, General Chairman

1202. B/LRNOARM

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines
are business units of the CSX Transportation Group.



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 2

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

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During negotiations it was understood and agreed that any employee currently holding seniority on the single Machinist Seniority Roster on the B&OCT would be "red circled" or designated as retaining all current rights to MofW or Locomotive Shop positions to which such current B&OCT Machinists may be entitled.

However, in the future any employee who is hired from the outside (or transferred from another CSXT Carrier) will establish seniority on either the B&OCT Locomotive Shop Seniority Roster or the former Chessie System Engineering Department IAM/SMW Seniority Roster in accordance with the applicable terms of the Schedule Agreement.

Messrs. Snell and Sarcone

- 2 -

December 9, 1987

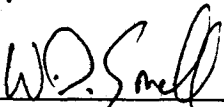
If the foregoing correctly reflects our understanding please sign
in the space provided.

Yours truly,

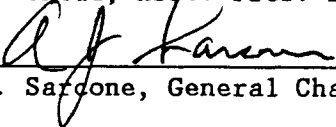


W. H. Morse, Jr.
Director of Labor Relations

AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 3

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

As discussed, any employee who is required to relocate his residence in this coordination will, if he elects the provisions of Article IV, Section 1(c) of the Master Transfer Agreement, be allowed 15 per cent of the fair market value of his residence, in lieu of the 7 per cent and 10 per cent allowances specified therein.

In addition, the Carrier will allow each employee who transfers pursuant to the August 3, 1987 notice, the option of:

(a) The five working days off with pay and reimbursement for other expenses associated with the transfer as provided in Article IV, Section 1(a) of the Master Transfer Agreement and reimbursement for the cost of acquiring license for one automobile, including the

December 9, 1987

use tax and any cost of re-titling such automobile, as provided in Article IV, Section 1(f); or

(b) In lieu of, and in full settlement of, any claim for expenses associated with the initial transfer arising under Article IV, Section 1(a) and (f) above (except moving van expenses, losses from home removal and the so-called "lace curtain allowance"), an allowance of \$2500.00 to be paid in accordance with the following schedule:

- (1) Effective with the date of transfer
\$1,500.00.
- (2) Within 30 days of notification to the
Carrier officer-in-charge at the new
location of completion of his move,
\$1,000.00.

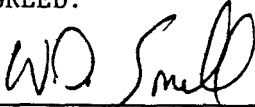
If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,

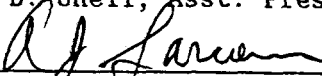

W. H. Morse, Jr.

Director of Labor Relations

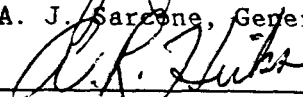
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 4

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 2
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

It is not the intent of the parties that monthly rated Mechanics be assigned to work more than eight (8) hours per day during the off/winter repair season except as necessary to meet unusual service requirements or in an emergency.

If the foregoing correctly reflects our understanding, please sign in the space provided.

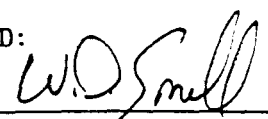
Yours truly,



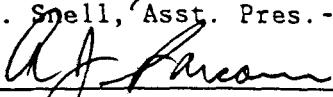
W. H. Morse, Jr.

Director of Labor Relations

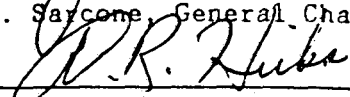
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman

1202.E/LRNOARM

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines
are business units of the CSX Transportation Group.



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 5

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the schedule agreement rules and other matters covering those MofW Mechanics affected by the amendments to the schedule agreements and/or those affected by the carriers' coordination notice of August 3, 1987.

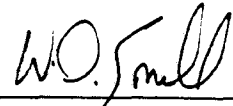
As discussed in conference, the repair of Motive Power (Locomotive) and Mechanical (Car) Department equipment, such as Fork Lifts, Mobile Cranes, and other shop machinery and equipment historically maintained and repaired by the Michigan Division Mechanics, will, following the coordination, continue to accrue to such mechanics, until otherwise agreed upon by the parties.

If the foregoing correctly reflects our understanding, please sign in the space provided.

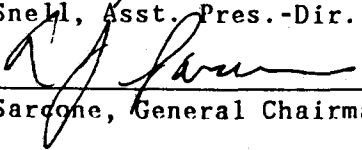
Very truly yours,


W. H. Morse, Jr.
Director of Labor Relations

AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



Labor Relations Department

500 Water Street
Jacksonville, FL 32202

December 9, 1987
Side Letter No. 6

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

During negotiations it was understood and agreed that should any mechanic be required to change his residence (per definition contained in Article IV, Section 3 of the Master Transfer Agreement) as a result of an exercise of seniority resulting from the coordination referenced above, such mechanic would be entitled to the benefits provided for in Article IV, Section 1 of the Master Transfer Agreement notwithstanding that such change of residence is within the boundaries of his seniority district as it existed on the day prior to the coordination.

1202.G/LRNOARM

CSX Distribution Services, CSX Equipment, CSX Rail Transport and American Commercial Lines
are business units of the CSX Transportation Group.

Messrs. Hicks, Snell and Sarcone

- 2 -

December 9, 1987

If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,



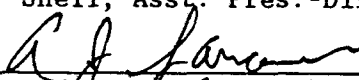
W. H. Morse, Jr.

Director of Labor Relations

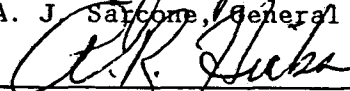
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

December 9, 1987

Labor Relations Department

Side Letter No. 7

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the schedule agreement rules and other matters covering those MofW Mechanics affected by the amendments to the schedule agreements and/or those affected by the carriers' coordination notice of August 3, 1987.

During the discussions held in connection with the above referenced agreement it was agreed that those Machinists currently holding seniority at the Barboursville Reclamation Plant (Shop) and the Martinsburg Shop should retain bidding rights to any Mechanic (Machinist) position established pursuant to the terms of the Agreement as long as those employees maintain an employee relationship. Those employees are identified in the list attached hereto.

However, subsequent to the effective date of this agreement all employees establishing seniority at either Barboursville or Martinsburg will be considered as having "point" seniority and subject as such to the applicable rules of the schedule agreement.

Messrs. Snell and Sarcone

- 2 -

December 9, 1987

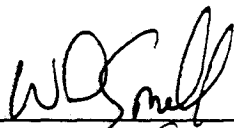
If the foregoing correctly reflects our understanding, please sign in the space provided.

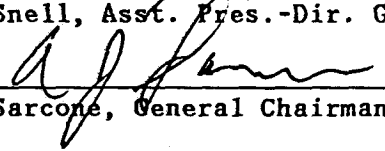
Very truly yours,



W. H. Morse, Jr.
Director of Labor Relations

I Concur:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.

A. J. Sarcone, General Chairman

1202.H/LRNOARM

BARBOURSVILLE MACHINISTS

EXPERIENCED IN EQUIPMENT

<u>NAME</u>	<u>ID NUMBER</u>	<u>SENIORITY DATE</u>	<u>REMARKS</u>
LeGRAND, A. A., JR.	2066067	4-04-60	
FORD, H. D.	2066068	9-06-60	
RANSON, R. O.	2080318	10-12-65	
BLEDSON, V. L.	2607291	2-26-68	
RAMEY, R. D. (a)	2608708	8-26-68	
SNIDER, J. D. (a)	2615765	9-23-71	
STILLWELL, G. W.	2630334	10-01-76	
KNEPPER, J. D.	2630332	12-06-76	
HINCHMAN, J. E.	2624215	7-19-78	
FREELS, J. R.	2624552	8-23-78	
ESTEP, S. D.	2624790	9-14-78	
DUNKLE, C. N.	2624752	10-02-78	
DOBY, M. F. (a)	2624843	10-18-78	
PARSONS, J. E.	2625844	5-31-79	
LAWHON, R. D.	2626694	1-02-80	
LOVEJOY, A. T.	2627199	5-12-80	
GOTHARD, J. L.	2629555	11-21-85	

(a) Promoted to Lead Machinist

SEB.21/67

MARTINSBURG MACHINISTS
EXPERIENCED IN EQUIPMENT

<u>NAME</u>	<u>ID NUMBER</u>	<u>SENIORITY DATE</u>	<u>REMARKS</u>
DECKER, P. K.	1116854	11-24-58	
GRUBBS, F. L.	1116944	11-16-62	Extended Layoff

NOT EXPERIENCED

MCDANIEL, K. W.	1116807	3-24-55	
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500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No.8

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

This will confirm our understanding reached during conference that those gang mechanic assignments for the 1988 production season will be posted in conjunction with the gang mechanic positions offered pursuant to the coordination resulting from the August 3, 1987 notice and the schedule agreement amendments agreed to in conjunction therewith.

Messrs. Hicks, Snell and Sarcone

- 2 -

December 9, 1987

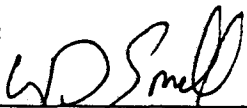
If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,

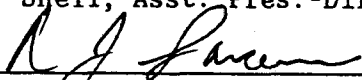


W. H. Morse, Jr.
Director of Labor Relations

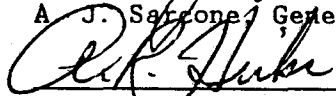
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 9

Mr. W. D. Snell, AP-Dir. Gen. Chm.
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
Hamden, Connecticut 06514

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers International
Association
2312 Miller Road
Huntington, West Virginia 25701

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

It was understood and agreed that in the application of Article I, Section A that a Traveling Mechanic or Division Mechanic could be assigned to perform repairs on a limited basis on a prior rights territory notwithstanding that a "prior rights" Mechanic may be in furlough status. However, such assignments cannot exceed two (2) consecutive working days or seven (7) calendar days within any calendar month. Further, it was understood that not more than one Mechanic would be subject to such assignments on any prior right territory at any given time.

If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,

W. H. Morse, Jr.

Director of Labor Relations

AGREED:

W. D. Snell, Asst. Pres.-Dir. Gen. Chm.

A. J. Sarcone, General Chairman

A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 10

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System Carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the Schedule Agreement rules and other matters covering those MofW Mechanics affected by the amendments to the Schedule Agreements and/or those affected by the Carriers' coordination notice of August 3, 1987.

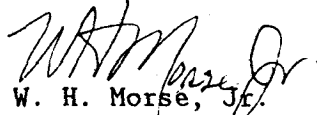
Paragraph B2 of the Implementing Agreement expresses the intent of the parties that the mechanics should travel only to the extent necessary to meet service requirements and work should be assigned with that intent in mind. Accordingly, it is understood that the Organizations reserve the right to file and progress claims and/or grievances in the event a dispute should arise in connection with the assignment of mechanics pursuant to the terms and conditions of this agreement.

Messrs. Snell, Sarcone and Hicks - 2 -

December 9, 1987

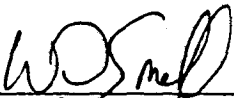
If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,



W. H. Morse, Jr.
Director of Labor Relations

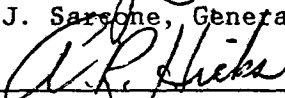
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman

1202.K/LRNOARM



Labor Relations Department

December 9, 1987

500 Water Street
Jacksonville, FL 32202

Side Letter No. 11

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

This has reference to CSXT Labor Agreement No. 1-229-87 between the former Chessie System carriers, C&O, B&O, and B&OCT and the IAM&AW and the SMWIA signed at Jacksonville, Florida on December 9, 1987, pertaining to the former Chessie System MofW Mechanics and the understandings reached by the parties in regards to certain changes in the schedule agreement rules and other matters covering those MofW Mechanics affected by the amendments to the schedule agreements and/or those affected by the carriers' coordination notice of August 3, 1987.

This will confirm our understanding that all IAM/SMW represented employees currently holding positions (and those subsequently filling positions) in the Maintenance of Way (Engineering) Department on the former C&O, B&O, and B&OCT carriers will, as a result of this agreement, become employees of the former C&O Railway Company and be subject to all agreements, including amendments thereto, in effect between the IAM and the former C&O as of the date of the coordination.

This will also confirm that all prior service earned by any employee now or subsequently affected by the aforementioned agreement upon any former Chessie System carrier will be credited as service time under this agreement for the purposes of vacation, personal days, and other "service time" related benefits.

Messrs. Snell, Sarcone and Hicks - 2 -

December 9, 1987

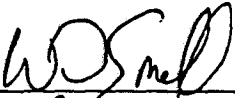
If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,

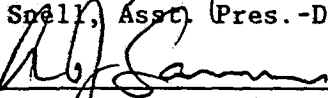


W. H. Morse, Jr.
Director of Labor Relations

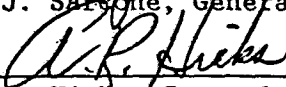
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 12

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

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During conference, it was agreed by the parties as follows:

1. The incumbent mechanic will continue his present union affiliation and representation status should he be awarded a position in the coordinated operation.

December 9, 1987

2. Thereafter should a position in a SMWIA prior right territory held by an incumbent SMWIA mechanic become vacant due to retirement, resignation, death, dismissal for cause, etc., the position will be offered first to qualified SMWIA Engineering Mechanics in active or furloughed status in that territory and if none are available, the position will then accrue to IAM mechanics.

If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours truly,

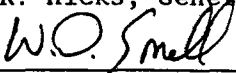

W. H. Morse, Jr.

Director of Labor Relations

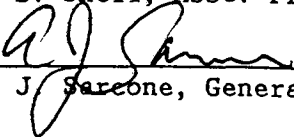
AGREED:



A. R. Hicks, General Chairman, SMWIA



W. D. Snell, Asst. Pres.-Dir. Gen. Chm., IAM&AW



A. J. Sarcone, General Chairman, IAM&AW

1202.M/LRNOARM



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 13

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Gentlemen:

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It was understood and agreed that all Engineering Department (MofW) Mechanics who may be in furlough status would be eligible to bid for any or all positions advertised pursuant to Attachment "A". However, such furloughed Mechanics will not be awarded any position bid for until consideration has been given to all active Mechanics covered by the above referenced Agreement.

It was also agreed that any successful bidder (active or furloughed) would be entitled to any applicable moving or expense benefits due as a result of relocating to the awarded position.

Messrs. Snell, Sarcone and Hicks - 2 -

December 9, 1987

If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours very truly,



W. H. Morse, Jr.
Director of Labor Relations

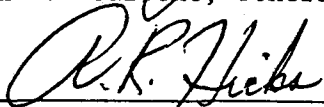
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 14

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

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During negotiations it was understood and agreed that at Columbus and Fairmont the implementation of Paragraph 4 of Article II, Section D would not occur until sixty (60) calendar days from the effective date of the Coordination inasmuch as that much time would be required to install the machinery and other equipment necessary to comply with the intent of the language contained in that particular section of the agreement referred to above.

In any event, the Carrier will readvertise all jobs at both Columbus and Fairmont within sixty (60) calendar days of the effective date of the Coordination in compliance with the aforementioned agreement provisions.

EXHIBIT "H"

Messrs. Hicks, Snell, et al.

- 2 -

December 9, 1987

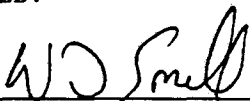
If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours very truly,



W. H. Morse, Jr.
Director of Labor Relations

AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 15

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

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During the negotiations the parties recognized the importance of ensuring that all Mechanics holding regular assignment at the Regional Shops (Columbus or Fairmont) be trained to perform all work within the shop in order that vacancies created due to vacation, illness, and other absences could be filled pursuant to existing rules without interruption to the Carrier's service.

Accordingly, it was agreed that the Carrier would have the right to temporarily reassign any employee from his regularly assigned, bid in job to another position for training purposes for a period of time, not to exceed two work weeks in any two (2) month period, or eight (8) work weeks in any calendar year, beginning upon the effective date of the coordination referred to above and continuing for twenty four (24) months thereafter.

The above training provisions contained herein will also apply to

Messrs. Hicks, Snell, et al.

- 2 -

December 9, 1987

new hires or other than Engineering Department transferees with the twenty four (24) month period referred to above beginning the first day worked at either of the Regional Shops referred to in this Agreement.

If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours very truly,

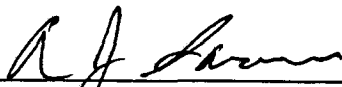


W. H. Morse, Jr.
Director of Labor Relations

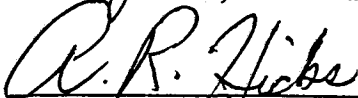
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcone, General Chairman



A. R. Hicks, General Chairman



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

December 9, 1987

Side Letter No. 16

Mr. A. R. Hicks, General Chairman
Sheet Metal Workers' International
Association
2312 Miller Road
Huntington, West Virginia 25701-4834

Mr. W. D. Snell, Assistant President-
Directing General Chairman
International Association of Machinists
and Aerospace Workers, District 22
P. O. Box 4324
2600 Dixwell Avenue
Hamden, Connecticut 06514-1833

Mr. A. J. Sarcone, General Chairman
International Association of Machinists
and Aerospace Workers, District 22
2326 Lucina Avenue
Pittsburgh, Pennsylvania 15210-4140

Gentlemen:

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During our discussions it was understood and agreed that the dovetailed former Chessie System Seniority Roster attached as "Attachment B" would be used to determine the successful bidder for any position advertised pursuant to the Carrier's coordination notice while recognizing that the actual dovetailing of seniority dates pursuant to this agreement would occur the day following the date of the coordination implemented pursuant to the Carrier's Notice of August 3, 1987. The parties agree that the aforementioned Attachment "B" is for the one time bidding purpose only and the former Chessie System Consolidated Seniority Roster (Engineering Department) cannot be accurately determined until the coordination referred to above is implemented. [It is also understood and agreed that once the coordination is implemented and the Consolidated Seniority Roster published, said Consolidated Seniority Roster will be open for protest for a ninety (90) day period from the date the roster is delivered to, and receipt thereof acknowledged by, each Mechanic shown thereon.]

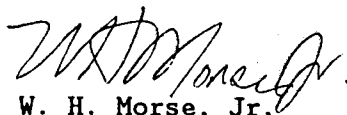
Messrs. Hicks, Snell, et al.

- 2 -

December 9, 1987

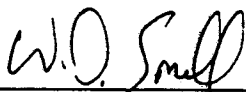
If the foregoing correctly reflects our understanding, please sign in the space provided.

Yours very truly,



W. H. Morse, Jr.
Director of Labor Relations

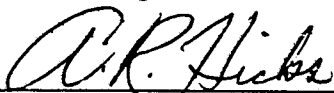
AGREED:



W. D. Snell, Asst. Pres.-Dir. Gen. Chm.



A. J. Sarcione, General Chairman



A. R. Hicks, General Chairman

SMWIA ARBITRATION EX. 6



Employee Relations
500 Water Street - J455
Jacksonville, FL 32202

March 25, 1993

File: 217812 (ROA)

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Mr. R. A. Lau, Vice President
Brotherhood of Maintenance of Way Employees
Associates Lane
Charlotte, North Carolina 28217

Mr. R. P. Branson, General Chairman
Sheet Metal Workers'
International Association
2841 Akron Place, S. E.
Washington, D.C. 20020

Mr. J. A. Coker, General Chairman
International Association of Machinists
and Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Mr. J. R. Cook, General Chairman
CSX System Federation
Brotherhood of Maintenance of Way Employees
Post Office Box 278
Manistee, Michigan 49660

Mr. Jed Dodd, General Chairman
Brotherhood of Maintenance of Way Employees
1930 Chestnut Street, Suites 607-609
Philadelphia, Pennsylvania 19103

Mr. R. L. Elmore, General Chairman
International Association of Machinists
and Aerospace Workers, District No. 19
825 Prather Ridge Road
Bloomfield, Kentucky 40008

Mr. J. D. Knight, General Chairman
Brotherhood of Maintenance of Way Employees
7411 Merrill Road
Jacksonville, Florida 32211

Mr. N. V. Nihoul, General Chairman
Atlantic Coast Line Federation
Brotherhood of Maintenance of Way Employees
4040 Woodcock Drive, Room 167
Jacksonville, Florida 32207

Mr. J. W. Pugh, General Chairman
Brotherhood of Maintenance of Way Employees
Suite 1-A, Charter Federal Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Mr. B. L. Watts, General Chairman
Brotherhood of Maintenance of Way Employees
General Delivery
Ina, Illinois 62846

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

Please find attached fully executed copies of the Implementing Agreement and all side letters/letters of understanding that pertain to your respective properties.

Very truly yours,

RECEIVED

FEB 01 1993

COMMUNICATION
AND RELATIONS

AGREEMENT BETWEEN

CSX TRANSPORTATION, INC.
including the RF&P Railway Co.,
and the B&OCT
and their employees represented by the

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,**

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES,

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

Pursuant to Carrier's Notice of intent to transfer and coordinate Engineering Department (MofW) equipment repair work and Employees to and from the locations as hereinafter described, the Carrier, desirous of implementing an orderly transaction, proposes the following:

Article I - Protection

A. Any Roadway Mechanic who accepts a position initially advertised in the coordinated operation will be certified to receive the protective benefits and conditions provided in the "New York Dock Conditions", New York Dock Ry. - Control - Brooklyn Eastern Dist., 360 I.C.C. 60 (1979) (Attachment "A"), if furloughed for any reason during the protective period.

B. Nothing in this Agreement shall be interpreted or applied to provide protective benefits less than those provided for in the New York Dock Conditions appended hereto.

C. Any Mechanic who accepts a position initially advertised in the coordinated operation, will be entitled to the protective benefits contained in the August 1, 1980 EPA Agreement (Attachment "B"), effective upon the date of coordination.

D. All Mechanics (described in A and C above), will be given a "Test Period Average" pursuant to the New York Dock Conditions. Any Mechanic who suffers a loss of earnings will be paid a monthly "displacement allowance" as described in Section 5 of the New York Dock Conditions.

Should any Mechanic be furloughed for any reason (except when furloughed because of conditions beyond the control of the Carrier such as flood, snowstorm, hurricane, tornado, earthquake, fire, strike, etc.), during the protective period (six years following the date of coordination) he may elect to draw either the protective benefits enumerated in the New York Dock Conditions, or draw EPA protective benefits for the applicable protective period enumerated in the EPA Agreement.

E. Any Mechanic entitled to protective benefits as a result of this transaction who is currently drawing protective benefits under another protective agreement, may continue to receive that benefit, and, upon its expiration, draw the protection elected in this coordination for the remainder of the protection period. Additionally, any Mechanic entitled to "Orange Book", or February 7, 1965 protection may elect to receive the protection provided by this coordination, and, upon its expiration, continue his coverage under the provisions of either of those Agreements.

F. Any Roadway Mechanic whose position is abolished as a result of this transaction, and who is offered and refuses a position in the coordinated operation will be ineligible to draw any monthly guarantee or separation allowance from other protective agreements; with the exception of the separation election provided for in Section G of the "Orange Book" Agreement.

G. A furloughed Mechanic will not have his EPA protection period extended; nor will he be recalled to service as a consequence of a System Gang Mechanic or Regional Mechanic working on his former prior and/or prior prior rights territory.

H. A Roadway Mechanic who is designated as a protected Employee as a result of this coordination, and who had been previously furloughed and remains in a furlough status at the time the six year period expires, will not be eligible to draw any EPA protective benefits, except for that which he may already be drawing under Section C of this Article, until such time as he has been recalled to service, works for at least 30 days and is subsequently furloughed.

I. A Roadway Mechanic who is designated as a protected Employee as a result of this coordination, who is furloughed subsequent to the expiration of the six year protective period, will be eligible to draw EPA protective benefits in accordance with the applicable provisions contained in the EPA Agreement, subject to the exceptions contained in this Agreement.

Article II - Consolidation of Seniority Districts

A. Seniority Rosters for all Employees currently working (and those who were working on a permanent position on the date of Carrier's Notice - August 14, 1992) as Engineering Department "Roadway Mechanics" on all former properties of CSXT, Inc., represented by the IAM&AW, BMW, and SMWIA will be consolidated

by dovetailing the existing seniority of the employees as it appears on their respective seniority rosters onto a "Consolidated System Roster", which shall be known as the "CSXT Engineering Department Mechanics Roster" (Attachment "C"). Should more than one Mechanic have the same seniority date, the date last entered service will be used to determine the roster positions; oldest date assuming the superior position. If this procedure still results in a "tie" the oldest employee by date of birth will be given the superior position on the roster.

B. The "Consolidated System Roster" will show: name; identification number; seniority date; date of birth; prior rights; prior prior rights (if any); union affiliation; and a shop/field designation.

C. Mechanics will establish prior rights and retain prior prior rights, if any, for displacement and bidding purposes in the coordinated operation. "Prior rights" is defined as the Mechanic's former home road property (B&O, B&OCT, C&EI, CL, C&O, GA/AWP, L&N, RF&P, SCL, and WM) as designated on the "Consolidated System Roster". "Prior prior" rights is defined as the territories indicated as the "prior district", and the "prior consolidated district", as shown on the January 1, 1992 "Chessie Work Equipment System Seniority Roster"; and applies only to employees who appear on that roster.

D. For the purposes of this Agreement, all former SCL IAM&AW and BMWWE represented Mechanics will have prior rights to any field positions advertised on the former Seaboard Coast Line territory.

E. A separate list will be established and maintained for Mechanics who are furloughed or actively employed in another department (with bidding rights pursuant to CSXT Labor Agreement No. 1-229-87) on the date of coordination. Employees on this list will be given preference (based on existing seniority) to fill new positions involving an increase in force or permanent vacancies which occur during or subsequent to this coordination. Mechanics who are awarded positions under this provision will retain prior and/or prior prior rights and will establish seniority on the "Consolidated System Roster" as of the date they return to active service as a Roadway Mechanic in the Engineering Department.

Article III - Abolishment/Establishment of Positions

A. Engineering Department Equipment Repair Work presently performed separately on Carrier's former properties will be coordinated as hereinafter provided and will be performed, except as specifically provided herein, under the IAM&AW and former C&O Railway Company Agreement (Chesapeake District, reprinted June 1, 1969).

B. Carrier will abolish all Engineering Department Roadway Mechanics positions and readvertise 274 positions effective upon the date of coordination in the following classifications:

1. 116 Shop Mechanics positions
2. 68 Regional Mechanics positions
3. 90 System Gang Mechanics positions

3 SPTs, BCs, Smwath

C. Carrier will simultaneously advertise 22 voluntary separation allowances at the time the 274 new positions are bulletined (this number represents the difference between the current active numbers of Mechanics positions, and the numbers of positions that were active on August 14, 1992). **NOTE: EMPLOYEES REPRESENTED BY THE SMWIA ARE INELIGIBLE TO PARTICIPATE IN THE VOLUNTARY SEPARATION OFFER. IN THAT REGARD ANY REFERENCE TO "VOLUNTARY SEPARATIONS" THAT APPEAR THROUGHOUT THIS AGREEMENT HAVE NO APPLICATION TO ANY OF THE EMPLOYEES REPRESENTED BY THE SMWIA.**

1. The amount of voluntary separation allowance offered to employees will be \$46,000.00.

2. Employees referred to in Article II, A, desiring to be considered for a voluntary separation allowance shall submit application on a form, copy attached, to be provided by the Carrier.

3. Applicants for voluntary separation allowances shall be awarded in seniority order.

4. Voluntary separation allowances will be paid within thirty (30) days from the date the employee is notified of the award pursuant to paragraph 3, and in addition, the employee will receive any vacation pay to which entitled, and any pro rated lump sum payment that may be due at the time of the separation, less all applicable deductions required by law.

5. Applications for voluntary separation allowances shall be irrevocable. When applications are awarded, the payment of any separation allowance granted pursuant to the terms of this agreement will be contingent upon the affected employee executing a voluntary resignation agreement and release form.

D. During the initial bidding process, all Mechanics who were working on a permanent position or furloughed subsequent to August 14, 1992 (the date of Carrier's Notice), will be eligible to bid on any position/positions or a voluntary separation allowance, advertised in the coordinated operation. Positions will be awarded to the senior applicant having prior and/or prior prior rights to the advertised position. If none of the applicants have prior and/or prior prior rights to the position, the job will be awarded to the most senior applicant. Positions which go "no bid" will be filled by assigning Mechanics from the "Consolidated System Roster" (in seniority order) whose jobs have been abolished as a result of the coordination and who have elected not to place a bid on any position advertised in the coordinated operation, or whose seniority was insufficient to obtain a position that they had bid on. Any remaining vacancies will be offered to the Mechanics on the "separate list" (Article II, Section E); and then in accordance with understanding between the parties signatory to this Agreement.

Article IV - Shop/Field designation

A. Employees who are awarded/assigned a shop position, as a result of the initial bidding process, will have a "Shop" designation affixed next to their name on the "Consolidated System Roster." Subsequent to the coordination, new positions and vacancies in the shop will be offered first (by bulletin) to "Shop" designated Mechanics only. Positions which receive no bids will be filled by the senior unassigned Shop Mechanic.

B. Employees who are awarded/assigned a "Field" position as a result of the initial bidding process, will have a "Field" designation affixed to their name on the "Consolidated System Roster." Subsequent to the coordination, new positions and vacancies in the field will be offered first (by bulletin) to "Field" designated Mechanics only. Positions which receive no bids will be filled by the senior unassigned Field Mechanic.

C. Shop positions, which are not filled by existing shop forces pursuant to Section A above, will be filled in the following order: first, by recalling any furloughed "Shop" designated Mechanics; next the positions will be offered in seniority order (by bulletin) to "Field" designated Employees; any remaining shop positions will be offered to the Mechanics on the "Separate List" (Article II, Section E); and then in accordance with understanding between the parties signatory to this Agreement.

D. Field positions, which are not filled by existing field forces pursuant to Section B above, will be filled in the following order: first, by recall of any furloughed "Field" designated Mechanics; next the positions will be offered in seniority order (by bulletin) to "Shop" designated Employees; any remaining field positions will be offered to the Mechanics on the "Separate List" (Article II, Section E); and then in accordance with understanding between the parties signatory to this Agreement.

E. In the event of a force reduction or job abolishment in the field or shop subsequent to the date of coordination "Field" designated Mechanics will only be permitted to displace junior "Field" designated Mechanics, likewise; "Shop" designated Mechanics will only be permitted to displace junior "Shop" designated Mechanics.

F. "Field" designated Mechanics shall not be utilized or permitted to fill temporary vacancies in the coordinated Shop; likewise, "Shop" designated Mechanics shall not be utilized or permitted to fill temporary vacancies in the field.

G. Carrier will furnish all "Field" and/or "Shop" designated Mechanics with the proper tools to perform their assigned duties at no cost to the Employees.

Article V - Shop positions

All existing work equipment shops on CSXT, Inc. will be coordinated into a single shop located at Richmond, Virginia.

A. During the initial bidding process, positions in the coordinated shop will be awarded in seniority order, with preference given to those mechanics whose present seniority would permit them to displace onto a position in one of the present shops, or who are currently working in a shop position.

B. Within a 30 day period following the completion date of coordination, all positions at the Richmond Shop will be re-bulletined (for those Employees who have previously been awarded/assigned a shop position). Shop bulletins shall include the primary duties of the position as well as the standard information required by the Bulletin Rule.

C. Shop Mechanics will be paid on an hourly basis, straight time for straight time hours and overtime for overtime hours, in accordance with the schedule Agreement. The rate of pay for hourly Mechanics will be \$14.55, adjusted to reflect any subsequent wage increases.

D. Duties of the Shop Mechanics will include major overhaul and heavy repair to equipment utilized in the Engineering (MofW) Department.

Shop Mechanics will also be assigned to maintain and repair components such as, but not limited thereto, transmissions, differentials, electrical components, small engines, track drills, and other similar equipment utilized by the Engineering (MofW) Department.

E. Shop Mechanics will have a work week of five 8 hour days or four ten hour days.

Article VI - Field Positions

A. "Field" designated Mechanics will be paid on a monthly basis, \$3,443.56 (adjusted to reflect any subsequent wage increases) contemplated on 232 2/3 hours per month. Records will be kept and all "Field" Mechanics will be paid at the applicable overtime rates for all work in excess of 232 2/3 hours per month and for routine maintenance and repair work performed on the first rest day, and for all work performed on the second (and subsequent rest days).

B. Subsequent to the coordination Field Mechanics may decline to accept an assigned position located off of their prior rights territory and accept furlough status with no protection entitlement. If that option is elected, the vacancy will be offered to Shop Mechanics and filled in the same manner as other vacancies.

C. All time spent by Field Mechanics in the furtherance of the Carrier's business (with the exception of Gang Mechanics receiving a mileage allowance when making a trip to/from their residence), i.e., picking up parts, delivering parts, transporting parts or equipment, etc., will be considered as "on duty" time for purposes of computing time worked under the above provision.

D. "Field" designated Mechanics will have a work week of five 8 hour days or four ten hour days. Additionally, they may be assigned a work week of eight 10 hour days when consistent with a gang they are supporting.

E. The starting times for Field Mechanics will be between 5:00 a.m. and 10:00 a.m., and will not be changed without thirty-six hours notice. Field Mechanics will not be required to report early or remain on the job site after scheduled working hours except to the extent necessary to meet service requirements.

F. In applying rules on holidays, personal leave, bereavement leave and jury duty to Mechanics working ten hours per day; a basic day's pay will be considered ten pro rata hours.

G. Mechanics working on a ten hour per day schedule will be credited with 1.25 days credit for each day worked for vacation qualifying purposes.

H. It is understood that all continuous service with either CSXT, the B&OCT, or the RF&P, will be combined for service related entitlements.

There will be two categories of "field" positions - Regional Mechanics and System Gang Mechanics.

Article VII - Regional Mechanics

A. 68 Regional Mechanics positions will be established and headquartered throughout the System (identified on Attachment "D").- The bulletins for such positions shall list the headquarters and the former railroad territories to be covered in addition to the standard information required by the bulletin rule in the schedule Agreement.

B. Primary duties will consist of maintaining and repairing equipment that is not assigned to system production gangs including, but not limited to: cranes, air compressors, dozers, backhoes, etc. on the regions assigned.

C. During the initial bid process, all Mechanics on the "Consolidated System Roster" will be eligible to bid on the Regional Mechanics positions, with preference given to those mechanics who have prior, and/or prior prior rights on the territories to be covered. Where regions encompass more than one prior and/or prior prior rights territory; the senior Employee from within those territories, who has bid on the position, will be awarded same.

D. Subsequent to the coordination, new Regional Mechanics positions or vacancies will be offered (by bulletin) to "Field" designated Mechanics (pursuant to Article IV, Section D) with preference given to those Mechanics who have prior, and/or prior prior rights on the territories to be covered. Where regions encompass more than one prior and/or prior prior rights territory; the senior Employee from within those territories, who has bid on the position, will be awarded same.

E. Regional positions which are not filled as a result of the above section will be filled in accordance with Article IV, Section D.

F. Regional Mechanics will be allowed actual, necessary expenses while working away from their headquarters (including Carrier provided lodging when working more than fifty miles from their headquarters). Additionally, they will be provided with a Carrier vehicle for use in the performance of their duties and for transportation to/from their headquarters point.

G. Should a Regional Mechanic be displaced due to a a reduction in force or job abolishments, he will be entitled to displace any junior Field Mechanic in his prior or prior/prior rights territory; or any junior Field Mechanic on the System, provided the Mechanic being displaced does not hold prior or prior prior rights on the desired position.

Article VIII - System Gang Mechanics

A. 90 System Gang Mechanics positions will be established by bulletin; assignments for the 1993 production season (Attachment "E") are broken down as follows:

1. 60 Mechanics will be assigned to cover the schedule for the Maintenance of Way System Production Gangs (SPGs);

2. 18 Mechanics will be assigned to smoothing gangs scheduled to work within Carrier's present operating divisions;

3. 12 Mechanics will be assigned to division brush cutting gangs and "system" material handling gangs.

B. During the initial bid process all Mechanics on the "Consolidated System Roster" will be eligible to bid on the System Gang Mechanics positions, with preference given, in seniority order, to those Mechanics who have prior, and/or prior prior rights on the territories to be covered.

C. System Gang Mechanics positions which are not filled as a result of the above section will be filled in accordance with Article IV, Section D.

D. Gang schedules, and the territories to be covered will be posted on an annual basis prior to the start of production season. A System Gang Mechanic will be permitted to submit a written request, within 10 days following written notification of the new schedule, that his position be abolished and readvertised should he choose not to remain on his assigned position. Should a System Gang Mechanic be displaced, for any reason, or his position be abolished for any reason (including the request described in this section), he will be permitted to exercise displacement rights onto any field position on his prior and/or prior prior rights territory occupied by a junior Mechanic; or onto any field position occupied by a junior Mechanic provided the junior Employee being displaced does not hold prior and/or prior prior rights to the desired position.

E. A System Gang Mechanic will be viewed as having prior and/or prior prior rights to a particular gang position only so long as the gang's work schedule for the year includes his prior and/or prior prior rights territory.

F. Should the gang move off of its assigned territory (as posted at the beginning of each year's production season) for more than 20 consecutive calendar days, the Mechanic(s) assigned to the gang may submit a written request that his position be abolished. Should he choose to continue working with the gang, he will receive an additional allowance of \$15.00 for everyday (beginning with the 21st day) he continues to work the assignment, continuing until such time as the mechanic is returned to his assigned territory.

G. System Gang Mechanics will be allowed actual, necessary expenses for meals and miscellaneous expenses when required to travel more than 50 miles from their residence to the gang location to which assigned. They will also be provided with a Carrier owned vehicle, including necessary fuel, for use in the performance of their duties, as well as transportation to/from their residence and assigned gang location. Additionally, Carrier will pay an allowance based upon the following schedule for each normal and customary round trip (beginning with the 101st mile) made to/from the Mechanic's residence: 101-250 roundtrip miles, \$35.00; 251-500 miles, \$95.00; 501-750 miles, \$190.00; 750 miles or more, \$300.00. For purposes of this Agreement "normal and customary" is interpreted to mean one round trip per work week, except for unusual or extenuating circumstances.

H. The above mileage allowance will be payable whether or not the Mechanic uses the Carrier owned vehicle to make the round trip between his residence and his assigned gang location. However, in those extreme cases where a Carrier owned vehicle is not furnished or cannot be used due to Federal or State Laws, the above mileage rate will be allowed beginning with the 51st mile (all of the other mileage allowances detailed in paragraph H above will likewise be reduced by 50 miles). Additionally, any Mechanic who drives his personal vehicle or takes public transportation, or rents a vehicle to travel between his residence and his assigned gang location (as a result of not being provided with a vehicle by the Carrier), will be reimbursed for the round trip mileage at the Carrier's authorized mileage rate (currently 28 cents per mile). Mechanics who do not return home under such circumstances will be provided lodging by the Carrier and will be reimbursed for meals and any other necessary expenses.

I. It is not the intent of the parties that System Gang Mechanics be assigned to work more than 8 hours per day (or ten hours, if working 4x10's) during the off/winter repair season except as necessary to meet unusual service requirements or in an emergency.

Article IX - Relocation Benefits

Each Roadway Mechanic who moves his place of residence (as recorded with the Carrier) a distance of fifty (50) miles or more, as a result of accepting a position in the coordinated operation, will be allowed:

A. A moving van for his household goods (arranged by the Carrier); or, a \$3,000.00 lump sum payment, the Employee being responsible for moving his own household goods.

B. A \$2,500.00 "Lace Curtain" allowance; \$1,250.00 payable upon the date of coordination, the remainder payable within 30 days of notification by the Employee to the Carrier officer in charge at the new location that his move has been completed.

C. One of three real estate options:

1. Carrier will purchase the Employee's house if it is in marketable condition at the established appraised market value.

2. Carrier will provide a 15% payment of the home's appraised market value should the Employee choose to keep his home.

3. If the Employee sells his house, Carrier will provide a 15% payment of the home's appraised market value or actual cash sale price, whichever is greater.

D. Temporary expense options:

1. Five working days off with pay, temporary living expenses for the employee at the new work location, and reimbursement for the cost of acquiring license for one automobile, including the use tax and any cost of retitling such automobile, or:

2. An allowance of \$4,500.00; \$2,500.00 to be paid upon the date of transfer and \$2,000.00 to be paid within 30 days notification to the Carrier officer in charge at the new location that the move has been completed.

E. Cash allowance elections are subject to all applicable deductions.

F. Carrier will pay the moving van expense (per our standard relocation benefits policy), for any Mechanic who accepts a position in the coordinated operation, relocates his residence, and subsequently retires within the protective period (six years following the date of coordination).

Article X - Representation

A. The incumbent Roadway Mechanics represented by the IAM&AW, BMWE, and SMWIA will continue their present union affiliation and representation status in the coordinated operation unless changed by applicable law.

B. Any settlement of a claim or grievance with any of the General Chairmen or designated representatives involving a C&O (Chesapeake District) Agreement Rule will not constitute an interpretation binding on the IAM&AW General Chairman of the C&O Committee.

Article XI - General Provisions

A. This Agreement with all attachments referred to herein shall constitute the required agreement as stipulated in Article I, Section 4 of the New York Dock Conditions. This Agreement shall not constitute a precedent or prejudice the position of either the Carrier or the Organization signatory hereto in future similar cases.

B. Dismissed or suspended employees, employees on leave-of-absence account sickness, promotion and other approved absences, who return to service subsequent to the coordination, shall be entitled to whatever rights that they may have had if they had been present at the time of the coordination. Any such person who returns to service may:

1. Exercise displacement rights onto any position on his prior and/or prior prior rights territory occupied by a junior Mechanic; or onto any position occupied by a junior Mechanic provided the junior Employee being displaced does not hold prior and/or prior prior rights to the desired position.

2. The subsequently displaced junior employee referred to in paragraph 1 above, who is displaced as a result of an employee returning to the craft, may elect a separation allowance as described in Article III, C, in lieu of the protection referred to therein.

C. The repair of Motive Power (Locomotive) and Mechanical (Car) Department Equipment, such as Fork Lifts, Mobile Cranes, and other shop machinery and equipment historically maintained and repaired by the Michigan Division Mechanics, will, following the coordination, continue to accrue to Roadway Mechanics; until otherwise agreed upon by the parties.

D. All Employees who have accepted a position in the coordinated operation will be covered by the Master Transfer Agreement (Attachment "F") within 60 days following the effective date of the Coordination.

Should there be any conflict between the terms and conditions of the Master Transfer Agreement and this Implementing Agreement concerning specific provisions of this transaction, the terms and conditions of this Implementing Agreement will control.

E. Each Employee affected by this coordination will receive a copy of this agreement along with a copy of the "Consolidated System Roster". Such roster will be open for protests for a period of one year following the date of this coordination.

F. For convenience, all 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.

G. This Agreement shall be construed, for all intent and purposes, as a separate Agreement between CSX Transportation, the B&OCT, the RF&P, and each of the Organizations signatory hereto.

H. The provisions of this Agreement shall become effective on January 29, 1993, or as hereafter agreed by the parties signatory hereto.

FOR THE ORGANIZATIONS:

J. A. Coker
J. A. Coker, Genl. Chrmn., IAMAW

R. L. Elmore
R. L. Elmore, Genl. Chrmn., IAMAW

J. R. Cook
J. R. Cook, Genl. Chrmn., BMWWE

J. Dodd
J. Dodd, Genl. Chrmn., BMWWE

J. D. Knight
J. D. Knight, Genl. Chrmn., BMWWE

N. V. Nihoul
N. V. Nihoul, Genl. Chrmn., BMWWE

J. W. Pugh
J. W. Pugh, Genl. Chrmn., BMWWE

FOR THE CARRIER:

J. B. Allred
J. B. Allred, Dir. Emp. Relations

J. T. Williams
J. T. Williams, Dir. Emp. Relations

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Should there be any conflict between the terms and conditions of the Master Transfer Agreement and this Implementing Agreement concerning specific provisions of this transaction, the terms and conditions of this Implementing Agreement will control.

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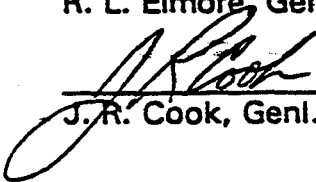
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FOR THE ORGANIZATIONS:

J. A. Coker, Genl. Chrmn., IAMAW

R. L. Elmore, Genl. Chrmn., IAMAW



J. R. Cook, Genl. Chrmn., BMW

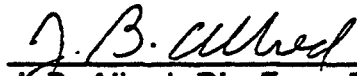
J. Dodd, Genl. Chrmn., BMW

J. D. Knight, Genl. Chrmn., BMW

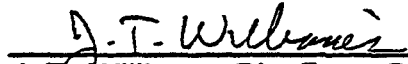
N. V. Nihoul, Genl. Chrmn., BMW

J. W. Pugh, Genl. Chrmn., BMW

FOR THE CARRIER:



J. B. Allred, Dir. Emp. Relations



J. T. Williams, Dir. Emp. Relations

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JAN 21 1993

CSX TRANSPORTATION
EMPLOYEE RELATIONS

Should there be any conflict between the terms and conditions of the Master Transfer Agreement and this implementing Agreement concerning specific provisions of this transaction, the terms and conditions of this Implementing Agreement will control.

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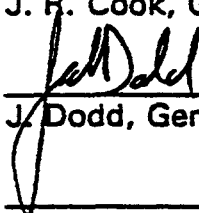
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FOR THE ORGANIZATIONS:

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R. L. Elmore, Genl. Chrmn., IAMAW

J. R. Cook, Genl. Chrmn., BMWE



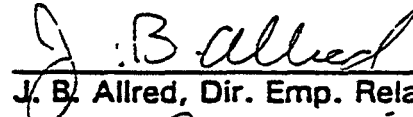
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J. D. Knight, Genl. Chrmn., BMWE

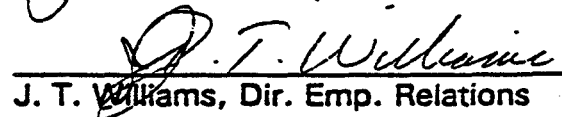
N. V. Nihoul, Genl. Chrmn., BMWE

J. W. Pugh, Genl. Chrmn., BMWE

FOR THE CARRIER:



J. B. Allred, Dir. Emp. Relations



J. T. Williams, Dir. Emp. Relations

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H. The provisions of this Agreement shall become effective on _____, or as hereafter agreed by the parties signatory hereto.

FOR THE ORGANIZATIONS:

J. A. Coker, Genl. Chrmn., IAMAW

R. L. Elmore, Genl. Chrmn., IAMAW

J. R. Cook, Genl. Chrmn., BMWE

J. Dodd, Genl. Chrmn., BMWE

J. D. Knight, Genl. Chrmn., BMWE

N. V. Nihoul, Genl. Chrmn., BMWE

J. W. Pugh, Genl. Chrmn., BMWE

FOR THE CARRIER:

J. B. Allred, Dir. Emp. Relations

J. T. Williams, Dir. Emp. Relations

Should there be any conflict between the terms and conditions of the Master Transfer Agreement and this Implementing Agreement concerning specific provisions of this transaction, the terms and conditions of this Implementing Agreement will control.

E. Each Employee affected by this coordination will receive a copy of this agreement along with a copy of the "Consolidated System Roster". Such roster will be open for protests for a period of one year following the date of this coordination.

F. For convenience, all 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.

G. This Agreement shall be construed, for all intent and purposes, as a separate Agreement between CSX Transportation, the B&OCT, the RF&P, and each of the Organizations signatory hereto.

H. The provisions of this Agreement shall become effective on _____, or as hereafter agreed by the parties signatory hereto.

FOR THE ORGANIZATIONS:

J. A. Coker, Genl. Chrmn., IAMAW

R. L. Elmore, Genl. Chrmn., IAMAW

J. R. Cook, Genl. Chrmn., BMWE

J. Dodd, Genl. Chrmn., BMWE

J. D. Knight, Genl. Chrmn., BMWE

N. V. Nihoul, Genl. Chrmn., BMWE

J. W. Pugh, Genl. Chrmn., BMWE

FOR THE CARRIER:

J. B. Allred, Dir. Emp. Relations

J. T. Williams, Dir. Emp. Relations

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FOR THE ORGANIZATIONS:

J. A. Coker, Genl. Chrmn., IAMAW

R. L. Elmore, Genl. Chrmn., IAMAW

J. R. Cook, Genl. Chrmn., BMWWE

J. Dodd, Genl. Chrmn., BMWWE

J. D. Knight, Genl. Chrmn., BMWWE

N. V. Nihoul, Genl. Chrmn., BMWWE

J. W. Pugh
J. W. Pugh, Genl. Chrmn., BMWWE

FOR THE CARRIER:

J. B. Allred
J. B. Allred, Dir. Emp. Relations

J. T. Williams
J. T. Williams, Dir. Emp. Relations

B. L. Watts
B. L. Watts, Genl. Chrmn., BMW

R. P. Branson, Genl. Chrmn., SMWIA

APPROVED:

R. L. Reynolds, Pres.-Dir. Genl.
Chrmn., (Dist. 19) IAMAW

R. A. Lau, Vice Pres., BMW
rdwy3

B. L. Watts, Genl. Chrmn., BMW

R. P. Branson
R. P. Branson, Genl. Chrmn., SMWIA

APPROVED:

R. L. Reynolds, Pres.-Dir. Genl.
Chrmn., (Dist. 19) IAMAW

R. A. Lau, Vice Pres., BMW
rdwy3

B. L. Watts, Genl. Chrmn., BMW

R. P. Branson, Genl. Chrmn., SMWIA

APPROVED:

Robert Reynolds
R. L. Reynolds, Pres.-Dir. Genl.
Chrmn., (Dist. 19) IAMAW

R. A. Lau, Vice Pres., BMW
rdwy3

E. L. Watts, Genl. Chrmn., BMW

R. P. Branson, Genl. Chrmn., SMWIA

APPROVED:

R. L. Reynolds, Pres.-Dir. Genl.
Chrmn., (Dist. 19) IAMAW

Richard A. Lau

R. A. Lau, Vice Pres., BMW

rdwy3



Employee Relations
500 Water Street
Jacksonville, FL 322

January 8, 1993

File: 217812 (ROA)
Side Letter No. 1

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Mr. R. A. Lau, Vice President
Brotherhood of Maintenance of Way Employees
Associates Lane
Charlotte, North Carolina 28217

Mr. R. P. Branson, General Chairman
Sheet Metal Workers'
International Association
2841 Akron Place, S. E.
Washington, D.C. 20020

Mr. J. A. Coker, General Chairman
International Association of Machinists
and Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Mr. J. R. Cook, General Chairman
CSX System Federation
Brotherhood of Maintenance of Way Employees
Post Office Box 278
Manistee, Michigan 49660

Mr. Jed Dodd, General Chairman
Brotherhood of Maintenance of Way Employees
1930 Chestnut Street, Suites 607-609
Philadelphia, Pennsylvania 19103

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

As discussed, the parties signatory hereto agree to maintain the "same percentages" to the extent possible relative to Union affiliation when filling permanent vacancies and new positions in the coordinated equipment repair work operation. As of the above date, the Consolidated Roster shows 250 Mechanics represented by IAM&AW (76%), 53 represented by BMWE (19%), and 18 represented by SMWIA (5%).

Mr. R. L. Elmore, General Chairman
International Association of Machinists
and Aerospace Workers, District No. 19
825 Prather Ridge Road
Bloomfield, Kentucky 40008

Mr. J. D. Knight, General Chairman
Brotherhood of Maintenance of Way Employees
7411 Merrill Road
Jacksonville, Florida 32211

Mr. N. V. Nihoul, General Chairman
Atlantic Coast Line Federation
Brotherhood of Maintenance of Way Employees
4040 Woodcock Drive, Room 167
Jacksonville, Florida 32207

Mr. J. W. Pugh, General Chairman
Brotherhood of Maintenance of Way Employees
Suite 1-A, Charter Federal Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Mr. B. L. Watts, General Chairman
Brotherhood of Maintenance of Way Employees
General Delivery
Ina, Illinois 62846

R.A. Lau, Vice. Pres., BMW

In the event the Carrier desires to increase forces in the coordinated operation, the Carrier will notify the IAM&AW/BMWE/SMWIA General Chairmen of the proposed increases and, at the request of any party, a meeting shall be conducted to determine which organization(s) will represent the newly hired employee(s).

This understanding is not intended to interfere or have any effect on the seniority rights, recall or otherwise, of Mechanics listed on the Consolidated Seniority Roster now will any Mechanics so listed by required to change their present Union affiliation unless required to do so under authority of the law.

Very truly yours,

J.B. Alford
J.T. Wilbur

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn, BMWE

J.D. Knight, Genl. Chrmn, BMWE

N.V. Nihoul, Genl Chrmn, BMWE

J.W. Pugh, Genl Chrmn, BMWE

B.L. Watts, Genl Chrmn, BMWE

APPROVED:

Robert Reynolds

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R.A. Lau, Vice. Pres., BMWE

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Very truly yours,

J.B. Albrecht
J.T. Wilkerson

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn, BMWE

J.D. Knight, Genl. Chrmn, BMWE

N.V. Nihoul, Genl Chrmn, BMWE

J.W. Pugh, Genl Chrmn, BMWE

B.L. Watts, Genl Chrmn, BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R.A. Lau, Vice. Pres., BMWE

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Very truly yours,

J.B. Alford
J.T. Williams

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Jed Dodd

Mr. Jed Dodd, Genl. Chrmn, BMWE

J.D. Knight, Genl. Chrmn, BMWE

N.V. Nihoul, Genl Chrmn, BMWE

J.W. Pugh, Genl Chrmn, BMWE

B.L. Watts, Genl Chrmn, BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R.A. Lau, Vice. Pres., BMWE

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Very truly yours,

J.B. Alford
J.T. Wilkovic

AGREED:

R.P. Branson, Genl. Chrnm., SMWIA

J.A. Coker, Genl. Chrnm., IAM&AW

R.L. Elmore, Genl. Chrnm., IAM&AW

J.R. Cook, Genl. Chrnm., BMWE

Mr. Jed Dodd, Genl. Chrnm, BMWE

J.D. Knight

J.D. Knight, Genl. Chrnm, BMWE

N.V. Nihoul, Genl Chrnm, BMWE

J.W. Pugh, Genl Chrnm, BMWE

B.L. Watts, Genl Chrnm, BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrnm., IAM&AW

R.A. Lau, Vice. Pres., BMWE

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Very truly yours,

J. B. Alhed
J. T. Wilkovic

AGREED:

R.P. Branson, Genl. Chrnm., SMWIA

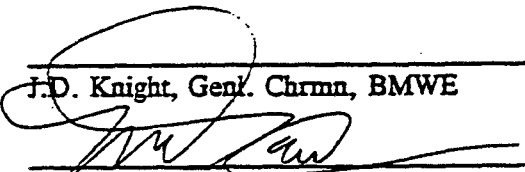
J.A. Coker, Genl. Chrnm., IAM&AW

R.L. Elmore, Genl. Chrnm., IAM&AW

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Mr. Jed Dodd, Genl. Chrnm., BMWE

J.D. Knight, Genl. Chrnm., BMWE



N.V. Nihoul, Genl Chrnm., BMWE

J.W. Pugh, Genl Chrnm., BMWE

B.L. Watts, Genl Chrnm., BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrnm., IAM&AW

R.A. Lau, Vice. Pres., BMWE

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J.B. Althred
J.T. Williams

AGREED:

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J.A. Coker, Genl. Chrnm., IAM&AW

R.L. Elmore, Genl. Chrnm., IAM&AW

J.R. Cook, Genl. Chrnm., BMWE

Mr. Jed Dodd, Genl. Chrnm., BMWE

J.D. Knight, Genl. Chrnm., BMWE

N.V. Nihoul, Genl Chrnm., BMWE

J.W. Pugh

J.W. Pugh, Genl Chrnm., BMWE

B.L. Watts, Genl Chrnm., BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrnm., IAM&AW

R.A. Lau, Vice. Pres., BMWE

204
In the event the Carrier desires to increase forces in the coordinated operation, the Carrier will notify the IAM&AW/BMWE/SMWIA General Chairmen of the proposed increases and, at the request of any party, a meeting shall be conducted to determine which organization(s) will represent the newly hired employee(s).

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Very truly yours,

J.B. Alhed
J.T. Wilkerson

AGREED:

R.P. Branson, Genl. Chrnm., SMWIA

J.A. Coker, Genl. Chrnm., IAM&AW

R.L. Elmore, Genl. Chrnm., IAM&AW

J.R. Cook, Genl. Chrnm., BMWE

Mr. Jed Dodd, Genl. Chrnm., BMWE

J.D. Knight, Genl. Chrnm., BMWE

N.V. Nihoul, Genl Chrnm, BMWE

J.W. Pugh, Geni Chrnm, BMWE

B.L. Watts

B.L. Watts, Genl Chrnm, BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrnm., IAM&AW

R.A. Lau, Vice. Pres., BMWE

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Very truly yours,

J. B. Alhed
J. T. Wilkovic

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn, BMWE

J.D. Knight, Genl. Chrmn, BMWE

N.V. Nihoul, Genl Chrmn, BMWE

J.W. Pugh, Genl Chrmn, BMWE

B.L. Watts, Genl Chrmn, BMWE

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

Richard A. Lau

R.A. Lau, Vice. Pres., BMWE



Employee Relations
500 Wnter Street
Jacksonville, FL 32202

January 26, 1993

J. B. Allred, Director

J. T. Williams, Director

File: 217812(ROA)
Side Letter No. 2

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Mr. R. A. Lau, Vice President
Brotherhood of Maintenance of Way Employees
Associates Lane
Charlotte, North Carolina 28217

Mr. J. A. Coker, General Chairman
International Association of Machinists
and Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Mr. N. V. Nihoul, General Chairman
Atlantic Coast Line Federation
Brotherhood of Maintenance of Way Employees
4040 Woodcock Drive, Room 167
Jacksonville, Florida 32207

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

It is understood and agreed that subsequent to the coordination Carrier may increase the amount of work currently being subcontracted on hydraulic components and production tamper vibrator assemblies; however, no mechanic will be furloughed as a result of this increase.

intent of Article IX for the Carrier to pay benefits in instances where the mechanic did not establish a new residence; or instances where a mechanic established residence at a location that had no proximate connection whatsoever to his awarded/assigned position.

In this regard, this will confirm our understanding that the intention of Article IX is to provide benefits described therein to "Field Designated" Mechanics on the Consolidated System Roster (who are awarded/assigned and actually report to the new position) who actually move a distance of fifty (50) miles or more from their present home address (as recorded with the Carrier), and establish a new residence (as evidenced by changing their address with the Carrier on a W-4 form) at a location that is:

- For Regional Mechanics, closer to their assigned headquarters point.
- For System Gang Mechanics, at a location that would be more accessible to the Gang, as shown on the 1993 System Production Schedule, or; to a location that would make travel more convenient to System Gang assignments in the future.

The same guidelines would apply to Mechanics on the Consolidated System Roster who are awarded/assigned to and accept a position initially advertised in the Richmond Shop; the only difference being that their new residence should be located within commuting distance of the Shop.

Very truly yours,

J.B. Alford
J.P. Wilkerson

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn, BMWE

J.D. Knight, Genl. Chrmn, BMWE

N.V. Nihoul, Genl Chrmn, BMWE

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Very truly yours,

J.B. Allied
J.T. Williams

AGREED:

Richard P. Branson
R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn., BMWE

J.D. Knight, Genl. Chrmn., BMWE

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Very truly yours,

J.B. Alford
J.T. Wilkerson

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker
J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore
R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn., BMWE

J.D. Knight, Genl. Chrmn., BMWE

N.V. Nihoul, Genl Chrmn, BMWE



Employee Relations
500 Water Street
Jacksonville, FL 322

January 28, 1993

File: 217812 (ROA)
Side Letter No. 3

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Mr. R. A. Lau, Vice President
Brotherhood of Maintenance of Way Employees
Associates Lane
Charlotte, North Carolina 28217

Mr. R. P. Branson, General Chairman
Sheet Metal Workers'
International Association
2841 Akron Place, S. E.
Washington, D.C. 20020

Mr. J. A. Coker, General Chairman
International Association of Machinists
and Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Mr. J. R. Cook, General Chairman
CSX System Federation
Brotherhood of Maintenance of Way Employees
Post Office Box 278
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1930 Chestnut Street, Suites 607-609
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and Aerospace Workers, District No. 19
825 Prather Ridge Road
Bloomfield, Kentucky 40008

Mr. J. D. Knight, General Chairman
Brotherhood of Maintenance of Way Employees
7411 Merrill Road
Jacksonville, Florida 32211

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Atlantic Coast Line Federation
Brotherhood of Maintenance of Way Employees
4040 Woodcock Drive, Room 167
Jacksonville, Florida 32207

Mr. J. W. Pugh, General Chairman
Brotherhood of Maintenance of Way Employees
Suite 1-A, Charter Federal Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Mr. B. L. Watts, General Chairman
Brotherhood of Maintenance of Way Employees
General Delivery
Ina, Illinois 62846

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

As a result of several meetings held at various locations throughout the system to explain the relocation benefits associated with the above referenced coordination, there appeared to be some confusion concerning how a Roadway Mechanic could qualify for relocation benefits. It was stated by the Carrier that it was not the intention of Article IX (Relocation Benefits) to deny any benefits to a mechanic who actually moved his residence to a location that would make commuting to/from his assignment more reasonable; however it was also not the

J.W. Pugh, Genl Chrmn, BMW

L.L. Phillips

~~B.L. Watts, Genl Chrmn, BMW~~

L.L. PHILLIPS GENL CHRMN BMW

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R.A. Lau, Vice. Pres., BMW

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Very truly yours,

J. B. Allred
J. T. Wilbourn

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn., BMWE

J.D. Knight, Genl. Chrmn., BMWE

N.V. Nihoul, Genl Chrmn, BMWE



RECEIVED

Employee Relations
500 Water Street - J455
Jacksonville, FL 32202

APR 14 1993

January 28, 1993

CSX TRANSPORTATION
EMPLOYEE RELATIONS

File: 217812 (ROA)
Side Letter No. 3

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

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International Association of Machinists
and Aerospace Workers, District No. 19
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Mr. N. V. Nihoul, General Chairman
Atlantic Coast Line Federation
Brotherhood of Maintenance of Way Employees
4040 Woodcock Drive, Room 167
Jacksonville, Florida 32207

Mr. J. A. Coker, General Chairman
International Association of Machinists
and Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Mr. J. W. Pugh, General Chairman
Brotherhood of Maintenance of Way Employees
Suite 1-A, Charter Federal Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Mr. J. R. Cook, General Chairman
CSX System Federation
Brotherhood of Maintenance of Way Employees
Post Office Box 278
Manistee, Michigan 49660

Mr. B. L. Watts, General Chairman
Brotherhood of Maintenance of Way Employees
General Delivery
Ina, Illinois 62846

Mr. Jed Dodd, General Chairman
Brotherhood of Maintenance of Way Employees
1930 Chestnut Street, Suites 607-609
Philadelphia, Pennsylvania 19103

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

As a result of several meetings held at various locations throughout the system to explain the relocation benefits associated with the above referenced coordination, there appeared to be some confusion concerning how a Roadway Mechanic could qualify for relocation benefits. It was stated by the Carrier that it was not the intention of Article IX (Relocation Benefits) to deny any benefits to a mechanic who actually moved his residence to a location that would make commuting to/from his assignment more reasonable; however it was also not the

Additionally, the above subcontracting will be periodically reviewed by the parties and the involved work will be returned to the property if it can be demonstrated it is feasible to do so.

Very truly yours,

J. B. Coker
J. T. Wilkerson

AGREED:

J. A. Coker, Genl. Chrmn., IAM&AW

N. V. Nihoul, Genl. Chrmn., BMW

APPROVED:

R. L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

Richard A. Lau

R. A. Lau, Vice. Pres., BMW

sl2

Additionally, the above subcontracting will be periodically reviewed by the parties and the involved work will be returned to the property if it can be demonstrated it is feasible to do so.

Very truly yours,

J. B. Allred
J. P. Williams

AGREED:

J. A. Coker, Genl. Chrmn., IAM&AW

[Signature]

N. V. Nihoul, Genl. Chrmn., BMW

APPROVED:

R. L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R. A. Lau, Vice. Pres., BMW

sl2

Additionally, the above subcontracting will be periodically reviewed by the parties and the involved work will be returned to the property if it can be demonstrated it is feasible to do so.

Very truly yours,

J.B. Allied
J.T. Wilkins

AGREED:

J. A. Coker
J. A. Coker, Genl. Chrmn., IAM&AW

N. V. Nihoul, Genl. Chrmn., BMW

APPROVED:

Robert Reynolds
R. L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R. A. Lau, Vice. Pres., BMW

intent of Article IX for the Carrier to pay benefits in instances where the mechanic did not establish a new residence; or instances where a mechanic established residence at a location that had no proximate connection whatsoever to his awarded/assigned position.

In this regard, this will confirm our understanding that the intention of Article IX is to provide benefits described therein to "Field Designated" Mechanics on the Consolidated System Roster (who are awarded/assigned and actually report to the new position) who actually move a distance of fifty (50) miles or more from their present home address (as recorded with the Carrier), and establish a new residence (as evidenced by changing their address with the Carrier on a W-4 form) at a location that is:

- For Regional Mechanics, closer to their assigned headquarters point.
- For System Gang Mechanics, at a location that would be more accessible to the Gang, as shown on the 1993 System Production Schedule, or; to a location that would make travel more convenient to System Gang assignments in the future.

The same guidelines would apply to Mechanics on the Consolidated System Roster who are awarded/assigned to and accept a position initially advertised in the Richmond Shop; the only difference being that their new residence should be located within commuting distance of the Shop.

Very truly yours,

REED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn., BMWE

intent of Article IX for the Carrier to pay benefits in instances where the mechanic did not establish a residence; or instances where a mechanic established residence at a location that had no proximate connection whatsoever to his awarded/assigned position.

In this regard, this will confirm our understanding that the intention of Article IX is to provide benefits described therein to "Field Designated" Mechanics on the Consolidated System Roster (who are awarded/assigned and actually report to the new position) who actually move a distance of fifty (50) miles or more from their present home address (as recorded with the Carrier), and establish a new residence (as evidenced by changing their address with the Carrier on a W-4 form) at a location that is:

- For Regional Mechanics, closer to their assigned headquarters point.
- For System Gang Mechanics, at a location that would be more accessible to the Gang, as shown on the 1993 System Production Schedule, or, to a location that would make travel more convenient to System Gang assignments in the future.

The same guidelines would apply to Mechanics on the Consolidated System Roster who are awarded/assigned to and accept a position initially advertised in the Richmond Shop; the only difference being that their new residence should be located within commuting distance of the Shop.

Very truly yours,

J.B. Allred
J.T. Wilkerson

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn., BMWE

J.D. Knight

J.D. Knight, Genl. Chrmn., BMWE

N.V. Nihoul, Genl Chrmn, BMWE

intent of Article IX for the Carrier to pay benefits in instances where the mechanic did not establish a new residence; or instances where a mechanic established residence at a location that had no proximate connection whatsoever to his awarded/assigned position.

In this regard, this will confirm our understanding that the intention of Article IX is to provide benefits described therein to "Field Designated" Mechanics on the Consolidated System Roster (who are awarded/assigned and actually report to the new position) who actually move a distance of fifty (50) miles or more from their present home address (as recorded with the Carrier), and establish a new residence (as evidenced by changing their address with the Carrier on a W-4 form) at a location that is:

- For Regional Mechanics, closer to their assigned headquarters point.
- For System Gang Mechanics, at a location that would be more accessible to the Gang, as shown on the 1993 System Production Schedule, or; to a location that would make travel more convenient to System Gang assignments in the future.

The same guidelines would apply to Mechanics on the Consolidated System Roster who are awarded/assigned to and accept a position initially advertised in the Richmond Shop; the only difference being that their new residence should be located within commuting distance of the Shop.

Very truly yours,

J.B. Alhead
J.T. Wilkovic

AGREED:

R.P. Branson, Genl. Chrmn., SMWIA

J.A. Coker, Genl. Chrmn., IAM&AW

R.L. Elmore, Genl. Chrmn., IAM&AW

J.R. Cook, Genl. Chrmn., BMWE

Mr. Jed Dodd, Genl. Chrmn., BMWE

J.D. Knight, Genl. Chrmn., BMWE

[Signature]

N.V. Nihoul, Genl Chrmn., BMWE



I.W. Pugh, Genl Chmn, BMW

B.L. Watts, Genl Chmn, BMW

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chmn., IAM&AW

R.A. Lau, Vice. Pres., BMW

sl3

** TOTAL PAGE.003 **

J.W. Pugh, Genl Chrmn, BMW

NOT RECEIVED

B.L. Watts, Genl Chrmn, BMW

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

R.A. Lau, Vice. Pres., BMW

J.W. Pugh, Genl Chrnm, BMWE

B.L. Watts, Genl Chrnm, BMWE

APPROVED:

Robert Reynolds
R.L. Reynolds, Pres. & Dir.
Genl. Chrnm., IAM&AW

R.A. Lau, Vice. Pres., BMWE

J.W. Pugh, Genl Chrmn, BMW

B.L. Watts, Genl Chrmn, BMW

APPROVED:

R.L. Reynolds, Pres. & Dir.
Genl. Chrmn., IAM&AW

Richard A. Lau
R.A. Lau, Vics. Pres., BMW

RECEIVED

FEB 10 1980

OSN TRANSPORTATION
EMPLOYEE RELATIONS



January 8, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32201

J. B. Allred, Director

R. D. Hiel, Senior Manager
(904) 359-1797

File: 217812 (ROA)
Letter of Understanding No. 1

Mr. J. W. Pugh, General Chairman
Brotherhood of Maintenance of Way Employees
Suite 1-A, Charter Federal Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that at the time the positions are advertised in the coordinated operation, one water service mechanic's position will be established on the former Clinchfield Railroad to handle the duties formerly shared by the various water service mechanics on the Clinchfield Roster. This position will be shown on the Consolidated Roster as a "field" designated position.

The position will only be advertised to water service mechanics currently active on the former Clinchfield Railroad. The successful bidder will receive the New York Dock and EPA protective benefits associated with the coordination as described in the Implementing Agreement.

Very truly yours,

A handwritten signature in cursive script that reads "J. B. Allred".

AGREED:

A handwritten signature in cursive script that reads "J. W. Pugh".

J. W. Pugh, Genl. Chairman

cl1



January 8, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

R. D. Hiel, Senior Manager
(904) 359-1797

File: 217812 (ROA)
Letter of Understanding No. 2

Mr. J. W. Pugh, General Chairman
Brotherhood of Maintenance of Way Employees
Suite 1-A, Charter Federal Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that it is not the intent of Article VII, Section F, to deviate from the past practice on the former Clinchfield Railroad of reimbursing mechanics for meals.

Very truly yours,

A handwritten signature in cursive script that reads "J. B. Allred".

AGREED:

A handwritten signature in cursive script that reads "J. W. Pugh".

J. W. Pugh, Genl. Chairman
cl2



January 8, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

R. D. Hiel, Senior Manager
(904) 359-1797

File: 217812 (ROA)
Letter of Understanding No. 3

Mr. J. R. Cook, General Chairman
CSX System Federation
Brotherhood of Maintenance of Way Employees
Post Office Box 278
Manistee, Michigan 49660

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that the fifty (50) mile restriction regarding eligibility for relocation/real estate benefits (Article IX of the Implementing Agreement) will be waived for any former RF&P Mechanic who is presently assigned to the shop at Fredericksburg, Virginia and who bids and is awarded a position at Richmond, Virginia.

Very truly yours,

AGREED:

J. R. Cook, Genl. Chairman

rfp1



January 26, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

J. T. Williams, Director

File: 217812 (ROA)
Letter of Understanding No. 4

Mr. R. L. Elmore, General Chairman
International Association of Machinists
and Aerospace Workers, District No. 19
825 Prather Ridge Road
Bloomfield, Kentucky 40008

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that the two (2) positions presently working at the Nashville Rail Welding Plant will be included in the coordinated operation. This will effectively increase the number of positions to be abolished/advertised to 276. The successful applicants for these positions will be entitled to all of the benefits contained in the Implementing Agreement.

Very truly yours,

J. B. Allred
J. T. Williams

AGREED:

R. L. Elmore
R. L. Elmore, Genl. Chairman

APPROVED:

Robert Reynolds
R. L. Reynolds, Pres. & Dir. Gen. Chairman

In1



January 26, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

J. T. Williams, Director

File: 217812 (ROA)
Letter of Understanding No. 5

Mr. J. A. Coker, General Chairman
International Association of Machinists
and Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Mr. R. L. Elmore, General Chairman
International Association of Machinists
and Aerospace Workers, District No. 19
825 Prather Ridge Road
Bloomfield, Kentucky 40008

Gentlemen:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that it is not the intention of this Agreement to conflict with any state/federal laws regarding hours of service for those employees who are required to operate with a Commercial Driver's License (CDL) as a part of their assignment.

Very truly yours,

AGREED:

J. A. Coker
J. A. Coker, Genl. Chairman

R. L. Elmore
R. L. Elmore, Genl. Chairman

APPROVED:

Robert Reynolds
R. L. Reynolds, Pres. & Dir. Gen. Chairman
ln2

J. B. Allred
J. T. Williams



January 26, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

J. T. Williams, Director

File: 217812 (ROA)
Letter of Understanding No. 6

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that all continuous service with either CSXT, the B&OCT, or the RF&P, will be combined for service related entitlements for any employee on the "Separate List" who accepts a mechanic's position in the coordinated operation.

Very truly yours,

J. B. Allred
J. T. Williams

AGREED:

Robert Reynolds
R. L. Reynolds, Pres. Dir.
General Chairman

ma6



January 27, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

J. T. Williams, Director

File: 217812 (ROA)
Letter of Understanding No. 7

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that in the event that all of the advertised voluntary separation offers are not accepted the parties will meet to discuss additional positions to be established. The number to be established will be the difference between the number of separations offered (22) and the number accepted.

No mechanic will suffer a monetary loss as the result of a delay in establishing additional positions.

Very truly yours,

J. B. Allred
J. T. Williams

AGREED:

Robert Reynolds
R. L. Reynolds, Pres. Dir.
General Chairman

ma7



January 27, 1993

Employee Relations
500 Water Street
Jacksonville, FL 32202

J. B. Allred, Director

J. T. Williams, Director

File: 217812 (ROA)
Letter of Understanding No. 8

Mr. R. L. Reynolds, Pres. & Dir. Gen. Chairman
International Association of Machinists
and Aerospace Workers, Dist. Lodge No. 19
111 Park Road
Paducah, Kentucky 42003

Dear Sir:

This refers to the Implementing Agreement covering the coordination of equipment repair work throughout the CSXT System.

This confirms our understanding that in the event that the proposed draft Agreement between CSXT, Inc. and the IAM&AW is ratified and signed in its present form, it will replace the former C&O Railway Agreement (Chesapeake District, reprinted June 1, 1969) for IAM&AW represented employees working under this coordination.

Should there be any significant changes made to the draft Agreement, the parties will meet to determine what effect, if any, those changes would have on the coordinated operation.

Very truly yours,

J. B. Allred
J. T. Williams

AGREED:

Robert Reynolds
R. L. Reynolds, Pres. Dir.
General Chairman

ma8

SMWIA ARBITRATION EX. 7

AGREEMENT

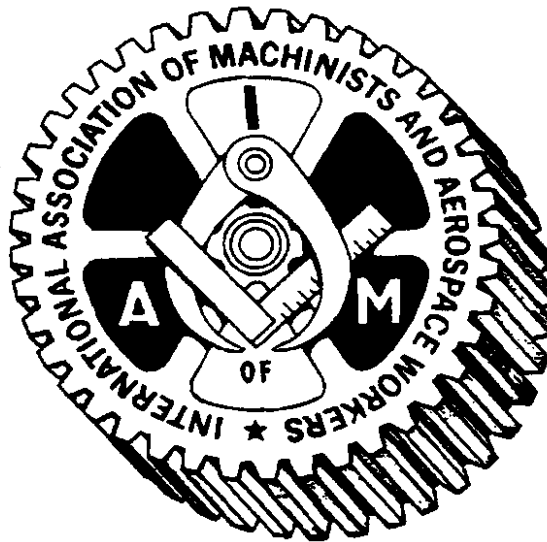
Between

CSX TRANSPORTATION, INC.

and its

Employees represented by the

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
(DISTRICT NO. 19)**



**EFFECTIVE
OCTOBER 1, 1994**

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SCOPE RULE

It is understood that this Agreement shall apply to those who perform the work specified in this Agreement in the Maintenance of Equipment, Maintenance of Way and all other Departments of this Company wherein work covered by this Agreement is performed.

RULE 1 - HOURS OF SERVICE

An eight (8) hour period shall, under provisions hereinafter set out, be the regular work day. Regular work day and work week hours shall be bulletined. All employees coming under the provisions of this Agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

ESTABLISHMENT OF SHORTER WORK WEEK:

NOTE: *The expressions "positions" and "work" refer to service, duties, or operations necessary to be performed on the specified number of days per week, and not to the work week of individual employees.*

(a) **GENERAL** - This Carrier will establish, for all employees represented by the organization signatory hereto, subject to the exceptions contained in this rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) **FIVE-DAY POSITIONS** - Where the nature of the work is such that employees will be needed five days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(c) **SIX-DAY POSITIONS** - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) **SEVEN-DAY POSITIONS** - On positions which are filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) **REGULAR RELIEF ASSIGNMENTS** - All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work

RULE 32 - RATES OF PAY

(a) Rates of Pay

The minimum and other rates of pay are those agreed to in conference between representative of the Carrier and representatives of the Employees, in conformity with the provisions of the Railway Labor Act, as amended.

(b) Skill Differentials

(1) Journeymen machinists who perform the work listed below shall receive a differential per hour above the minimum rate paid to journeymen machinists at the point employed for each hour actually spent performing the listed work as set forth below.

a. Existing differentials paid to journeymen machinists for performing lead mechanic work shall be increased to 50 cents per hour effective January 1, 1993.

b. Existing differentials paid to journeymen machinists for performing federal inspector or welding work shall be increased to 25 cents per hour effective January 1, 1993.

c. Journeymen machinists who perform the work of

Classroom instructor -

A machinist designated by carrier to provide classroom instruction;

EMD Turbocharger Room Work -

Rebuilding of EMD turbochargers in the designated rebuilding area for turbochargers;

Traveling Roadway Machinists -

Machinists that regularly perform maintenance of way field service; does not include any machinist in such service assigned in shops;

Precision Machine Operators -

Operators on precision machines such as the following: wheel truing machines, treadmill, axle lathes, wheel boring mills, engine line boring, traction motor line boring, wheel mounting press, engine lathe. This category does not include machines such as grinders, drill presses, punches, shears, threaders, saws, honing, and the like, hand-held tools or portable machines;

Governor Room Work -

Assemble and test mechanical engine governor in the governor room;

Air Room Work -

Assemble and test air brake valves in the air room;

Engine Rebuild -

Build-up of locomotive diesel engine (out of locomotive carbody);

Alignment of -

Main generators/alternators

Air Compressors (mechanical drive)

Auxiliary generators

Fan Drives/Equipment Blowers (mechanical drive);

Gear Trains - Build-up locomotive gear trains

shall receive a differential of 25 cents per hour, effective January 1, 1993. Effective January 1, 1994, this differential shall be increased to 50 cents per hour.

(2) When performing the above work for four (4) hours or less in any one day, employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

(3) There shall be no compounding or pyramiding of the above differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved. The parties recognize and agree that this Article is limited solely to the matter of skill differentials and this Article and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

(c) Rate Progression

Machinist Helpers, upgraded Mechanics, Apprentices and student Mechanics entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

(1) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(2) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(3) For the third twelve (12) calendar months of employment, such employees shall be paid 85 % of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(4) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90 % of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(5) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95 % of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(6) 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.

(7) During any portion of the sixty (60) month period of employment in which an employee serves as an upgraded Mechanic, he shall be paid at the appropriate percentage of the applicable Mechanic rate.

(d) Intermodal Service Workers

With respect to Intermodal services, this Article shall be applicable to employees whose positions are engaged primarily in the inspection, repair and maintenance of equipment used to transfer containers, trailers and vehicles between rail and highway transportation modes at Carrier's Intermodal facilities.

(1) For positions described in this Section (d), the full rate of pay for employees who establish seniority subsequent to December 18, 1987, shall be 75 % of the rate in effect as of November 30, 1985 and shall be subject to Paragraph (c), Rate Progression.

(2) If such a position is filled by an employee with less than 6 years of service and who has been furloughed for more than one year as of December 18, 1987, other than an employee subject to a protective Agreement or arrangement, such employee shall be compensated at the rate of 75 % of the full rate of the position as of November 30, 1985 and, where applicable, shall also be subject to Article XI, Entry Rates, of the Agreement of December 11, 1981 or local rules governing entry rates.

(3) For Apprentices and student Mechanics falling within the purview of paragraphs (1) or (2) of this Section, the incremental rate of pay shall be 75 % of the applicable incremental rate in effect as of November 30, 1985.

RULE 51 - SAVINGS CLAUSE

In printing this Agreement to include applicable parts of the several nationally negotiated Agreements and other memoranda, it is not the intention of the parties signatory hereto to change, or modify the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement or original memorandum, the original language shall be controlling.

Additionally, should a Rule have been inadvertently omitted in the consolidation of the various Agreements, the applicable C&O Rule shall govern.

Furthermore, it is the intent of the parties to incorporate herein all applicable National Agreement rules, and it is understood that all such rules, if not specifically included herein, are incorporated by reference.

RULE 52 - 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 gender and the feminine gender.

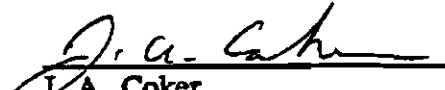
In consolidating the Schedule Agreements of the involved former Railroads, it is recognized that in some instances the application of certain Rules and the assignment of certain work has been applied differently on the former Railroad Systems. Therefore, it is understood and agreed that the consolidated Agreements will not be used to change existing work practices relative to craft assignments on the former Railroads, unless specifically agreed to by the involved parties.

Signed at Atlanta, GA, this 7th day of September 1994.

FOR THE EMPLOYEES:

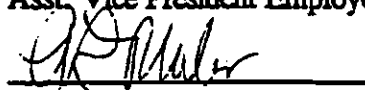

R. L. Reynolds
President-Dir. General Chairman


R. L. Elmore
General Chairman


J. A. Coker
General Chairman

FOR THE CARRIER:


R. H. Cockerham
Asst. Vice President Employee Relations


A. R. Males
Sr. Manager Employee Relations

SMWIA ARBITRATION EX. 8



Labor Relations Department

500 Water Street, J-455
Jacksonville, FL 32202

J. H. Wilson, Senior Director
K. L. Mason, Director
N. V. Nihoul, Manager
(904) 359-1208

August 9, 2001

File: 2178 - 12 CSXT

Mr. Richard P. Branson,
Assistant Directing General Chairman
Sheet Metal Workers' International Association
2481 Akron Place, SE
Washington, DC 20020

Dear Mr. Branson:

This will serve to confirm our discussions regarding the application of the controlling agreement as addressed in Article III A of CSXT Labor Agreement No. 12-126-92. As you are aware, CSXT Labor Agreement No. 12-126-92 dealt with the coordination of Engineering Department equipment repair work throughout CSXT's system.

As we discussed, it is our collective desire that effective with the date of signing, as indicated below, that the controlling agreement regarding Roadway Mechanics, currently referred to in Article III as the IAM&AW former C&O Railway Company Agreement (Chesapeake District, reprint June 1, 1969) will be replaced with the Agreement between CSX Transportation, Inc., and its Employees represented by the International Association of Machinists and Aerospace Workers (District No. 19) effective October 1, 1994.

If this clearly reflects our understanding, please indicate by affixing your signature in the space provided below, including the date, returning same to this office for distribution.

Very truly yours,

J. H. Wilson

Senior Director - Labor Relations

R. P. Branson, Assistant Directing General Chairman
Sheet Metal Workers' International Association

8/23/01
(date)

SMWIA ARBITRATION EX. 9

AGREEMENT
BETWEEN
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND
CSX TRANSPORTATION, INC.

Effective January 15, 2008 Roadway Equipment Repairmen (Mechanics) represented by the System Federations or Divisions of the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters, identified below, will no longer perform work under the IAM&AW and former C&O Railway Company Agreement (Chesapeake District, reprinted June 1, 1969), but will instead perform work under the Agreement between CSX Transportation, Inc. and its employees represented by the International Association of Machinists and Aerospace Workers (District No. 19) dated October 1, 1994. The BMWED recognizes that it will not be party to any future negotiations concerning the IAM&AW Agreement (District No. 19) dated October 1, 1994. However, CSXT agrees that it will not diminish in any way the current seniority rights of the BMWED Roadway Equipment Repairmen, or alter the current structure of the governing seniority rosters as previously established without agreement with the BMWED. CSXT further recognizes that this agreement will in no way diminish the fact that the BMWED Roadway Equipment Repairmen (Mechanics) will continue to be represented by the various BMWED/IBT Federations or Divisions providing representation prior to this agreement.

In consideration for this agreement, the following conditions will apply:

- 1) BMWED Mechanics will be placed under the daily meal allowance per diem under the same terms and conditions as the IAM represented Mechanics (reproduced as attachment A)
- 2) BMWED Mechanics will receive the same pay, including any skill or pay differentials currently, or subsequently provided mechanics covered under the IAM & AW National Agreement, the October 1, 1994 IAM & AW Agreement, or any subsequent agreement or arrangement affecting the IAM & AW mechanic's pay rates.

3) BMWED Mechanics will receive a one-time lump sum payment in the amount of \$1500.00, which will be disbursed within 30 days of the date of this Agreement. In consideration of this payment CSXT and the BMWED agree that the dispute over back pay for the .25 differential pay for BMWED represented mechanics will be considered settled and may no longer be referred to by either party.

This agreement is effective this the 16th day of January 2006.

For the Organization:

For the Carrier,


E. R. Brassell, General Chairman
Allied Eastern Federation - BMEWO


J. H. Wilson, Director
CSX Transportation


Ted Dodd, General Chairman
Pennsylvania Federation - BMWED


J. D. Knight General Chairman

SMWIA ARBITRATION EX. 10

Agreement Between
CSX Transportation, Inc.
and their employees represented by the
International Association of Machinists and Aerospace Workers,
and the
Sheet Metal Workers' International Association

Whereas, the above-identified parties desire to amend certain provisions of the CSXT Labor Agreement No. 12-126-92 to provide expedited reimbursement of meal expenses for Carrier employees represented by the Organizations signatory hereto who are in the service of the Engineering Department for the purpose of repairing and maintaining work equipment;

It is hereby agreed:

Section I

The provisions of Articles VII and VIII of CSXT Labor Agreement No. 12-126-92 pertaining to reimbursement of meal expenses are hereby modified to provide that effective (as referenced in Section IV Para. i), Regional Mechanics, System Gang Mechanics and Regional Mechanics assigned to assist System Teams shall be paid a daily meal per diem in the amount of \$25.00 per day instead of actual and necessary meal expenses.

The Regional Mechanics, System Gang Mechanics and Regional Mechanics assigned to assist System Teams shall continue to be reimbursed for all other allowed actual and necessary expenses.

Section II

Regional Mechanics shall be paid the meal per diem for each workday while working away from their headquarters.

System Gang Mechanics shall be paid the per diem on the basis of seven (7) days each week. This per diem will not be paid on days an employee is absent from work. An employee who is absent on the last work day preceding his assigned rest days and/or the first work day following his assigned rest days will not have his meal allowance additionally reduced for his rest days. However, if an employee is absent the entire workweek, no meal per diem will be payable for the seven day period.

Per diem shall not be paid for vacation periods.

Section III – Per Diem Adjustments

The per diem payment provided for shall be subject to revision each January 1st. The increase or decrease to be made in such per diem allowance at the expiration of each such 12-month period shall be based on seven (7) cents per each point of increase or decrease as may be reflected by the Cost-of-Living Index for all Items (1967=100) United States City Average For Urban Wage Earners and Clerical Employees issued by the Bureau of Labor Statistics which is received by the time the revision is due. Five-tenths (.5) of a point or more will be considered a whole point in the computation. Less than five-tenths (.5) of a point will be dropped in the computation.

Section IV – General Provisions

- i. The per diem referred to herein shall become effective no later than at the beginning of the second full pay cycle following the date that this agreement is executed by the parties.
- ii. For convenience, all 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.
- iii. This agreement will remain in effect until modified by mutual agreement of the parties signatory hereto or in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE ORGANIZATIONS:

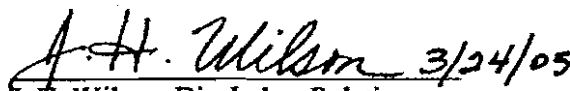


R. G. Fink, General Chairman IAM&AW



L. Crawford, General Chairman SMWIA

FOR THE CARRIER:


J. H. Wilson, Dir. Labor Relations

cc: 6178-12 ROA
3038

SMWIA ARBITRATION EX. 11

James Coker
Work Address
1642 Fairview Road
Stockbridge, GA 30281

Larry Crawford
6322 Hacklebarney Road
Blackshear, GA

Dear Sir,

This will confirm our discussion on November 5, 2005, concerning the representation of the Sheet Metal Worker Roadway Mechanics on CSX Transportation, who perform the repair of Roadway Maintenance Equipment.

As we discussed it was not the intent of the consolidation agreement governing the combining of the BMWIE, SMWIA, and the IAM&AW mechanics into one roster that the wages were to be negotiated by the IAM&AW as you explained CSX is contending. The Agreement is very specific when it deals with the representation rights of the various Organizations. It clearly states that each Organization maintains the representation rights of its members as stated in Article X - Representation of the CSXT Labor Agreement NO. 12-126-92.

At the signing of the CSXT Labor Agreement, NO.12-126-92 it was not the intent of the IAM&AW to include the SMWIA represented roadway mechanics in the negotiation of wages and benefits of the IAM&AW contract negotiations. As with the previous historical agreements and practices each Organization negotiates wage and benefit package for their respective members.

The undersigned along with former General Chairman M.M. Jolly were the IAM&AW designated representatives during the negotiation of that agreement and never had any intention of negotiating wages and benefits for the SMWIA represented mechanics. It was only the intent of this agreement to have the IAM&AW Work Rules apply to all Roadway Mechanics.

Respectfully Submitted,



J.A. Coker
IAM&AW General Chairman
Retired

SMWIA ARBITRATION EX. 12

Roger Elmore
125 Panther Ridge Road
Bloomfield, KY 40008
Phone (502) 673-3300

September 25, 2005

Larry Crawford
General Chairman
Sheet Metal Workers International Association
6322 Hacklebarney Road
Blackshear, GA

Dear Sir,

This will confirm our discussion on September 25, 2005 concerning the representation of the Sheet Metal Worker Roadway Mechanics on CSX Transportation, who perform the repair of Roadway Maintenance Equipment.

As we discussed it was not the intent of the consolidation agreement governing the combining of the BMW, SMWIA, and the IAM&AW mechanics into one roster that the wages were to be negotiated by the IAM&AW as you explained CSX is contending. The Agreement is very specific when it deals with the representation rights of the various Organizations. It clearly states that each Organization maintains the representation rights of its members as stated in Article X – Representation of the CSXT Labor Agreement No. 12-126-92.

At the signing of the CSXT Labor Agreement No. 12-126-92, it was not the intent of the IAM&AW to include the SMWIA represented roadway mechanics in the negotiation of wages and benefits of the IAM&AW contract negotiations. As with the previous historical agreements and practices each Organization negotiates wage and benefit packages for their respective members.

Respectfully Submitted,



Roger Elmore
IAM&AW General Chairman
(Retired) 8-78 Thru 8-2004

SMWIA ARBITRATION EX. 13

INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS

District Lodge No. 19



JOE R. DUNCAN
President - Dir. Gen. Chairman
P.O. Box 324
201 Cumberland Street
Wartburg, TN 37887-0324
Telephone: (423) 346-6733
Fax: (423) 346-6729

REPLY TO: Ronald G. Fink
General Chairman
P. O. Box 324
210 Cumberland Street
Wartburg, TN 37887-0324
Telephone: (423) 346- 6728
Fax: (423) 346-6729
E-Mail: iamrfink@highland.net

August 19, 2005

Mr. Larry Crawford
SMWIA – General Chairman
6322 Hacklebarney Rd.
Blackshear, GA 31516

Dear Sir and Brother,

Per our conversations concerning the CSXT Labor Agreement #12-126-92 and the fact that your Organizations has settled their 2000 National Agreement. We had discussed if the Labor Agreement # 12-126-92 covered any concerns of the National Agreement for your Organization.

The current Labor Agreement 12-126-92 covers the working rules as signed and put into effect on January 29, 1993 and is clear in the language of Article X – **Representation**, that each Organization is able to represent its membership.

Any further help you need concerning this issue please contact me.

Ronald G. Fink

General Chairman IAM&AW

SMWIA ARBITRATION EX. 14

Case No. 1 Award No. 1

STATEMENT OF CLAIM:

- FINDINGS:** The significant events leading to the claim before the Board arose on August 14, 2000. On that date, Plant Manager Mr. M. G. North ("North") wrote to the Claimant, stating that his "application for employment is hereby rejected and your relationship with CSX Transportation is terminated immediately." In its lead paragraph, the letter also stated that:

By letter, dated August 15, 2000, the Organization appealed North's decision. The appeal in relative part read:

A. Engineering Department Equipment Repair Work presently performed Separately on Carrier's former properties will be coordinated as hereinafter provided and will be performed except as specifically provided herein, under the IAM&AW and former C&O Railway Agreement (Chesapeake District, reprinted June 1, 1969).

Referring now to the controlling C&O Railway Agreement referenced above, I direct your attention to Rule 38:

An employee who has been in the service of the railroad 30 days shall not be dismissed for incompetency nor shall an employee be suspended or dismissed for any cause without being given a hearing as provided for in Rule 37.

Simply stated, the Organization asserts that because the Claimant had been employed more than thirty (30) days and because the Carrier waited more than 30 days to separate the Claimant, it did not comply with Rule 38 of the controlling C&O Railway Agreement.

However, on October 12, 2000, the Organization's claim was rejected because of the following reason(s) (quoted verbatim):

As you are well aware, and contrary to your assertions, Mr. Stafford was properly terminated under the terms of the appropriate collective bargaining agreement. Effective October 1, 1994 the agreement referred to as, "the IAM&AW and former C&O Railway Agreement (Chesapeake District, reprinted June 1, 1969)" ceased existence and was replaced by the Agreement between CSX Transportation, Inc., and its Employees represented by the International Association of Machinist and Aerospace Workers (District 19). Since that time all Rules, rates of pay, and working conditions regarding Roadway Mechanics have applied from the District 19 agreement. Terms and conditions of employment for Mr. Stafford were applied in the same manner. Again, this has been the case with all Mechanics whether represented by your craft, the Machinist craft or the Maintenance of Way craft.

Notwithstanding the above, during the orientation and interview with Mr. Stafford on April 4, 2000 he was advised that he would be required to serve a 60 day probationary period, during which time his application for employment could be rejected for failure to meet the Department's standards. Which is the case at hand.

The Board has carefully reviewed the record. We find that the claim must be sustained. While the Carrier's advocate before this Board has provided detailed arguments to support his position that its Agreement between the International Association of Machinist and Aerospace Workers (District No. 19 ("IAM&AW") effective October 1, 1994 is controlling in this matter, we find this position is not supportable

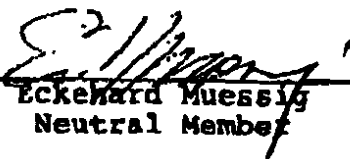
The CSXT Labor Agreement referred to above brought together separate elements of equipment repair involving the Carrier, the Brotherhood Maintenance Way Employees ("BMW"), IAMSAW and the SMWIA. Article III, also referenced above specifically provides that the C&O Railway Agreement (Chesapeake District) is applicable. The Agreement's Rule 38 is also specific with respect to the question at issue here, namely that "an employee who has been in the service of the railroad 30 days shall not be dismissed" prior to an investigative hearing. Any changes to that Agreement must have the agreement of the four parties involved.

Our holding in this matter is supported by Public Law Board, Award No. 4, dated January 29, 1998 (Neutral Hugh G. Duffy) in that the Board found the Carrier inappropriately cited the October 1, 1994 IAMSAW Agreement.

AWARD

The claim is sustained.

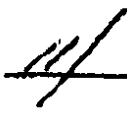
N. V. Nihoul
Carrier Member



Eckehard Muessig
Neutral Member



R. P. Branson
Organization Member

Dated:  _____

CSXT ARBITRATION EX. TT

IMPLEMENTING AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.
and its Railroad Subsidiaries

and

NORFOLK SOUTHERN RAILWAY COMPANY
and its Railroad Subsidiaries

and

CONSOLIDATED RAIL CORPORATION

and

their Employees Represented by

BROTHERHOOD RAILWAY CARMEN DIVISION - TCU

and

TRANSPORT WORKERS UNION OF AMERICA

WHEREAS, Norfolk Southern Corporation ("NS"), Norfolk Southern Railway Company and its railroad subsidiaries ("NSR"); and CSX Corporation ("CSX") and CSX Transportation, Inc. and its railroad subsidiaries ("CSXT"); and Conrail, Inc. ("CRR") and Consolidated Rail Corporation ("CRC") have filed an application with the Surface Transportation Board ("STB") in Finance Docket No. 33388 seeking approval of acquisition of control by NS and CSX of CRR and CRC, and for the division of the use and operation of CRC's assets by NSR and CSXT (the "transaction");

WHEREAS, in its decision served July 23, 1998 in the proceeding captioned Finance docket No. 33388, CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company - Control and Operating Leases/Agreements - Conrail, Inc. and Consolidated Rail Corporation, and related proceedings, the STB has imposed the employee protective conditions set forth in New York Dock Ry. - Control - Brooklyn Eastern District, 360 I.C.C. 60 (1979) ("New York Dock conditions") (copy attached) on all aspects of the Primary Application; Norfolk and Western Railway Company - Trackage Rights - Burlington Northern, Inc., 354 I.C.C. 653 (1980), on related authorization of trackage rights; Oregon Short Line Railroad - Abandonment - Goshen, 360 I.C.C. 91 (1979), on related abandonment authorizations; and Mendocino Coast Railway, Inc., - Lease and Operate - California Western Railway, 360 I.C.C. 653 (1980), on the related authorization of the operations by CSXT or NSR of track leases with other rail carriers to which CRC is a party;

WHEREAS, the parties signatory hereto desire to reach an implementing agreement in satisfaction of Article I, Section 4 of the New York Dock conditions and other aforementioned labor protective conditions or any other protective conditions that have been imposed by the STB in this proceeding to the extent such conditions may be applicable to the transaction and related authorizations;

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

Section 1

Upon seven (7) days' advance written notice by CSXT, NSR and CRC posted on appropriate bulletin boards, with copies to the Organization representatives signatory hereto, after the effective date of the STB's order approving the control transaction, CSXT, NSR and CRC may only effect the following coordinations or rearrangements of forces:

- (a) The allocated CRC locomotives and cars which respectively are to be operated by either CSXT or NSR and will be integrated into either CSXT's or NSR's existing fleets of locomotives and freight cars and the maintenance and repair work of the CSXT and NSR coordinated and integrated fleets will be performed, respectively, at any CSXT or NSR facility notwithstanding the prior railroad ownership of the equipment.

- (b) (1) At common locations on NSR, including those listed below, shop craft seniority will be integrated in accordance with the terms and provisions outlined in Article II and Side Letters attached to this Agreement:

NSR/CRC Points
Buffalo, New York
Chicago, Illinois
Cincinnati, Ohio
Cleveland/Lorain, Ohio
Columbus, Ohio
Fort Wayne, Indiana
Toledo, Ohio

- (2) For common locations on the territories of the former Baltimore and Ohio Railroad and Chesapeake and Ohio Railway, shopcraft seniority will be integrated in accordance with the terms and provisions in Article II and Side Letters attached to this Agreement: Walbridge, Ohio (C&O); Cleveland, Ohio, E. St.

Louis, Illinois, Lima, Ohio and Indianapolis, Indiana (B&O).

(c) The following work may be coordinated or rearranged, in whole or in part, on NSR and allocated CRC properties operated by NSR:

- (1) EMD locomotive overhaul and component rebuild from Roanoke to Juniata Locomotive Works at Altoona
- (2) GE locomotive overhaul and component rebuild from Juniata (Altoona) to Roanoke Shop - Locomotives
- (3) Atlanta (Pegram Shop) locomotive truck overhaul to Altoona
- (4) Rebuilding of air brake equipment from Chattanooga to Altoona
- (5) Wreck repair for heavily damaged locomotives from Roanoke Shop - Locomotives to Altoona
- (6) Painting of locomotives from Chattanooga to Altoona
- (7) All EMD and GE turbocharger work from Juniata (Altoona) to Roanoke Shop - Locomotives
- (8) Machine tool operations and associated fabrication from Altoona to Roanoke
- (9) 92-day inspection of locomotives from Elkhart, Pavonia, and Oak Island to Bellevue
- (10) 92-day inspection of locomotives from Enola to Conway
- (11) Program car repair work from Macedonia, OH, Decatur, IL, and Williamson, WV to Hollidaysburg
- (12) Freight car part reclamation from Hollidaysburg to Roanoke
- (13) Wheel shop consolidation to site selected by NSR
- (14) Office car work from Roanoke to Altoona

(d) The following work may be coordinated or rearranged, in whole or in part, on CSXT and allocated CRC properties operated by CSXT:

- (1) Heavy locomotive work from Selkirk, NY, to Huntington, WV
- (2) Heavy locomotive work from Juniata Locomotive Works at Altoona, PA, to Huntington, WV, and Waycross, GA.
- (3) Freight car work from Hollidaysburg, PA, to Raceland, KY and to

any of CSXT's project shops.

- (e) Because after the transaction CRC will have no locomotive heavy repair or periodic maintenance capability, nor the ability to perform substantial or program work on cars, such service will be provided by CSXT or NSR, in accordance with their respective collective bargaining agreements and/or practices, or as directed by the locomotive or car owner. Only fueling, servicing and light and running repairs on locomotives and cars will be provided by CRC consistent with its collective bargaining agreement or practices, when such work is performed in Shared Assets Areas.

Section 2

Future coordinations of work, services or operations, in whole or in part, not now contemplated and/or specified in Section 1, in which no employee is required to relocate and the work force is not reduced at the involved locations as a result of the coordination may be implemented upon fifteen (15) days' written notice by NSR and/or CRC, to the appropriate Organization representatives.

Future coordinations on CSXT will be governed by Side Letter No. 14.

Section 3

Future coordinations of work, services or operations, in whole or in part, not now contemplated and/or specified in Section 1, which involve the dismissal or displacement of any employee(s) or rearrangement of forces may be implemented by NSR and/or CRC, after providing employee(s) and their Organization representatives thirty (30) days' written notice.

Should the Organization desire a conference concerning the

rearrangement of forces that would occur as a result of the announced coordination, upon written request from the Organization prior to the expiration of the aforementioned 30-day notice period, the period of the notice will be extended up to but not exceeding an additional sixty (60) days. The parties shall promptly meet on the matter. If they do not resolve their differences, NSR and/or CRC may implement the announced coordination described in the notice after the expiration of the 60-day period. Either party may invoke arbitration procedures under Article I, Section 4 of the New York Dock conditions provided such action is taken within five (5) days of the termination of conference. There shall be no employees dismissed or transferred pending the agreement or arbitrator's award, nor shall there be a change in carrier's operations, services, facilities, or equipment.

Future coordinations on CSXT will be governed by Side Letter No. 14.

Section 4

Coordinations on NSR and/or CRC in which work is transferred under this agreement and one or more employees are offered the opportunity to follow that work will be effected in the following manner:

(a) By bulletins giving a minimum of fifteen (15) days' written notice, the positions that no longer will be needed at the location from which the work is being transferred (the "transferring location") will be abolished and concurrently therewith the positions that will be established at the location to which the work is being transferred (the "receiving location") will be advertised for a period of seven (7) days to all employees holding regular Carmen assignments at the transferring location.

(b) The positions advertised pursuant to paragraph (a) above will be awarded in seniority order and the successful bidders notified of the awards by posting same on the appropriate bulletin boards at the transferring location on the day after the bidding process closes. In addition, each successful bidder shall be notified in writing of the award together with the date and time to report to the officer in charge at the receiving location. The employees so notified shall report upon the date and at the time specified unless other arrangements are made with the proper authority or they are prevented from doing so due to circumstances beyond their control.

(c) After fulfilling the requirements of Article I, Section 4(a) and 4(b) above, should there remain unfilled positions in the coordinated operation and surplus employees at the transferring location, those surplus employees who do not stand for a position will be offered a position in reverse seniority order, beginning with the most junior employee holding a regular assignment at the transferring location, until all positions are filled or until surplus employees are exhausted. (The term "surplus employee" shall not be interpreted to apply to furloughed unprotected employees at the transferring location.) Upon receipt of such assignment, those employees must, within seven (7) days, elect in writing one of the following options: (1) accept the offer to the unfilled position and report to the position pursuant to Article I, Section 4(b) above, or (2) be furloughed without protection. In the event an employee fails to make such an election, the employee shall be considered to have exercised option (2).

(d) After completing the above, furloughed non-protected employees at the transferring location may be assigned, in seniority order, to

positions. Upon receipt of such assignment, those employees must, within seven (7) days, elect in writing one of the following options: (1) accept the assigned position and report to the position pursuant to Article I, Section 4(b) above, or (2) remain furloughed. In the event an employee fails to make such an election, the employee shall be considered to have exercised option (2).

(e) Employees transferring under this section will have their seniority date(s) dovetailed in accordance with the procedures set forth in Article II on the appropriate roster(s) at the receiving location. Employees who transfer in accordance with provision (c)(1) or (d)(1), above, will retain their seniority at the location from which transferred (home location), subject to recall to a permanent vacancy known to be of at least 60 days duration. Upon recall to his home location, the employee must elect in writing within ten days from the date of receipt of the written recall notice to either: (1) forfeit his seniority at the location to which transferred and protection under the transaction and return to his home location or (2) forfeit his seniority at his home location and remain at the location to which transferred pursuant to the terms of the transaction. Should the employee fail to make an election, he will be considered as having elected to remain at the location to which transferred. The Carrier will not be liable for any expenses in connection with an employee voluntarily accepting recall and returning to his home location under the provisions of this paragraph, except as otherwise provided in this agreement or as provided for in conditions imposed by the STB.

(f) The notices required to be given under Sections 1, 2, 3 and 4 above shall contain a full and adequate statement of the changes to be affected by the individual transactions, including an estimate of the number of employees affected, if any, by such changes. All notices sent to the General Chairmen will be sent by certified mail.

Future coordinations on CSXT will be governed by Side Letter No. 14.

ARTICLE II

Section 1

On the effective date of this Agreement, all employees who hold a regular assignment on the allocated CRC territories to be operated by CSXT will become employees exclusively of CSXT, all employees who hold a regular assignment on the allocated CRC territories to be operated by NSR will become employees exclusively of NSR, and all employees who hold a regular assignment in the Shared Assets Areas will remain employees of CRC. Inactive employees on CRC seniority rosters will become employees exclusively of CSXT or NSR, respectively, if they last worked on CSXT-operated or NSR-operated CRC territories.

Those CRC employees who become NSR employees will be available to perform service on a coordinated basis subject to the agreement in effect on NSR between BRC and Norfolk and Western Railway Company ("NW") dated September 1, 1949, as amended, except at common points, as follows: The Nickel Plate Agreement will be applicable at Buffalo, New York, Chicago, Illinois; Cleveland/Lorain, Ohio, Fort Wayne, Indiana and Toledo, Ohio; the NW Agreement will be applicable at Columbus, Ohio; the Norfolk Southern Railway (former Southern Railway) Agreement will be applicable at Cincinnati, Ohio. All employees holding a regular assignment will continue

to hold that regular assignment under the newly-applicable agreement unless or until changes are made under the advertisement and displacement rules or other applicable provisions. It is not the intent of the parties to infringe upon any work generally recognized as belonging to another craft.

Those CRC employees who become CSXT employees and will perform service on a coordinated basis on the former C&O and B&O will be subject, respectively, to the agreement in effect on CSXT between BRC and the former B&O and former C&O. All employees holding a regular assignment will continue to hold that regular assignment under the newly applicable agreement unless or until changes are made under the advertisement and displacement rules or other applicable provisions. It is not the intent of the parties to infringe upon any work generally recognized as belonging to another craft.

Those CRC employees who remain in the Shared Assets Areas will continue to perform service under the applicable CR Agreements, except as they may have been modified elsewhere herein.

Section 2

On the effective date of this Agreement, the seniority districts on the former CRC territories allocated and operated by NSR will be consolidated and realigned to establish "point" seniority. (See Attachment A for points with active rosters.)

Similarly, on the effective date of this Agreement, the seniority districts on the former CRC territories allocated and operated by CSXT will be consolidated and realigned to establish "point" seniority. (See Attachment B for points with active rosters.)

On the effective date of this Agreement, the seniority districts in the Shared Assets Areas will be realigned to establish one seniority

district for each Shared Assets Area.

Section 3

The seniority dates of employees recorded on existing rosters will be accepted as correct. When rosters are integrated or names are integrated into new or existing rosters, and as a result thereof, employees on such rosters have identical seniority dates, then the roster standing among such employees shall be determined as follows:

1. earlier hire date shall be ranked senior;
2. previous service with carrier shall be ranked senior;
3. employee with earlier month and day of birth within any calendar year shall be ranked senior.

Section 4

When seniority rosters are integrated, employees who hold a regular assignment on the NSR-operated or CSXT-operated territories at the time of the integration (i.e., "active employees," including employees on sick leave, leave of absence, promoted, suspended from service or dismissed employees who are subsequently returned to service) will be dovetailed using their seniority dates as shown on the respective rosters and their names listed in dovetailed order at the top of the roster. When any such person described above returns to service and exercises seniority rights, the employee(s) displaced as a result shall revert to their previous status and be afforded such protection to which they would have been entitled had the absent employee been present at the time of the transaction.

Those employees who are inactive (furloughed) at the time of the transaction and who are on the rosters to be integrated will be dovetailed using their seniority dates as shown on the respective rosters; however, in the application of the seniority rights of such furloughed employees represented by BRC/TWU, whose dovetailed seniority will be greater than

junior employees who hold a regular assignment at the time of such transaction, it is understood such furloughed employees will not be permitted to exercise seniority until such time as they are recalled to a vacant permanent position. Thereafter, except as provided below, all exercise of seniority rights will be governed by the applicable schedule agreement. When any subsequent force reduction is made as a result of the transaction, those employees who were inactive on transaction date will be furloughed, without protection, before those employees who were active on transaction date. However, if a subsequent force reduction is made for reasons other than the transaction, the seniority provisions of the applicable collective bargaining agreements will apply. If there is any dispute about whether such force reduction is related to the transaction, those employees who were inactive on transaction date will be furloughed, without protection, before those employees who were active on transaction date.

ARTICLE III

Section 1

Former CRC employees who become employees of NSR under Article II above shall be credited with prior service for vacation, bereavement leave, personal leave and other benefits provided NSR agreement employees which are granted on the basis of qualifying years of service in the same manner as though all such time spent had been in the service of NSR.

Likewise, former CRC employees who become employees of CSXT under Article II above shall be credited with prior service for vacation, personal leave and other benefits now provided under the applicable C&O or

B&O agreement and which are granted on the basis of qualifying years of service in the same manner as though all such time spent had been in the service of CSXT under the C&O and B&O Agreements.

Section 2

Apprentices and/or student mechanics involved in a transaction who are transferred from one Carrier to another Carrier will be subject to the training program and agreement in effect at the location to which transferred and will be credited with time earned at the former location.

Those employees holding regular positions who have served enough time to complete the training period at the location to which transferred will be placed on the integrated journeymen's roster as specified above.

Section 3

All pending notices and proposals, if any, served under Section 6 of the Railway Labor Act, as amended, on behalf of individuals who become employees of CSXT or NSR under Article II, Section 1 above will no longer apply to such employees. These employees, if any, will be covered by the current notices pending on the agreement applicable to the territory to which transferred as if they were on such territory when said notices were served.

ARTICLE IV

(a) In order that the provisions of the first proviso set forth in Article I, Section 3 of the conditions contained in New York Dock may be properly administered, each employee determined to be a "displaced

employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within thirty (30) days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock conditions, elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3 of New York Dock.

(b) In the event an employee fails to make such election within the said thirty (30) day period, he or she will be subject to the protective benefits of this Agreement.

(c) There shall be no duplication of protective benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.

ARTICLE V

The parties further agree that after the initial division of the use and operation of CRC's assets between CSXT and NSR pursuant to this agreement, if either CSXT or NSR serves a subsequent notice related to the Application but limited to a coordination of its CRC allocated assets and not affecting the other railroads, then only that railroad needs to be the party to the subsequent implementing agreement.

ARTICLE VI

This Agreement shall fulfill the requirements of Article I, Section 4 of the New York Dock conditions or any other conditions which have been imposed in the Order by the STB in Finance Docket No. 33388. The terms of

the New York Dock conditions shall apply to all transactions covered by this agreement, except as specifically provided herein.

ARTICLE VII

This Agreement shall be effective only after the effective date of the STB order approving the transaction and service by CSXT, NSR and CRC of the initial seven (7) days advance written notice to the Organization representative signatory hereto as specified in Article I, Section 1.

Signed at Norfolk, Virginia, this 16th day of October, 1998.

FOR BROTHERHOOD
RAILWAY CARMEN DIVN-TCU

J. W. Melloy
General Chairman, BRC

Blair L. Lawrence
General Chairman, BRC

T. R. Bishop
General Chairman, BRC

D. E. Sevin
General Chairman, BRC

J. Swall
General Chairman, BRC

CSX TRANSPORTATION, INC.
And its Railroad Subsidiaries

A. R. Paffen
Vice President Labor Relations

FOR NORFOLK SOUTHERN RAILWAY COMPANY
And its Railroad Subsidiaries

R. D. Spunkie
Vice President Labor Relations

FOR CONSOLIDATED RAIL CORPORATION

D. A. Aronca
Vice President Labor Relations

FOR TRANSPORT WORKERS UNION
OF AMERICA

John P. Gagnier
International Vice President, TWU

William Brown
Local President, TWU

W. D. Little
Local President, TWU

K. K. Stone
Local President, TWU

N/S-LHB.-REL./3rd-fl

TEL:804-629-2414

Oct 16'98 11:02 No.012 P.02



Kenneth R. Peltier
Vice President-Labor Relations

500 Water Street-J466
Jacksonville, FL 32202
(904) 369-2227

October 9, 1998

Labor Relations

OCT 22 1998

Mr. Robert A. Scardelletti
International President
Transportation Communications International Union
3 Research Place
Rockville, MD 20850

Mr. Sonny Hall
International President
Transport Workers Union of America
60 West End Avenue
New York, NY 10023

Gentlemen:

I am responding to your letter of September 14, 1998 to which you attached a letter between your organizations regarding representation of employees in the carmen craft on CSX Transportation (CSXT) and the rail lines of Conrail which will be allocated to CSXT.

Much of what is contained in the September 14, 1998 agreement between the Transportation Communications International Union and the Transport Workers Union of America is an internal matter as to union membership issues, payment of union dues and an inter-union dispute resolution process. On these matters, we have no opinion.

The craft or class of Carmen on CSXT is represented, for purposes of collective bargaining under the Railway Labor Act, exclusively by BRC-TCU. CSXT is not agreeable to recognizing an additional representative of the same craft or class. CSXT believes that it has no legal obligation to serve Section 6 notices on, and accept Section 6 notices from, any union other than BRC-TCU. However, because BRC has notified us that it has agreed that TWU will be involved for purposes of negotiating on behalf of Carmen working at former CR-TWU facilities, CSXT will provide copies to TWU of all future Section 6 notices served on BRC involving such employees and will not object if TWU signs Section 6 notices from BRC involving such employees and signs any agreements applicable to such employees.

N/S-LAB.-REL./3rd-fl TEL:804-629-2414

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October 9, 1998

Page 2

Upon signature today of the New York Dock implementing agreement by BRC and TWU, CSXT further agrees to the following:

- 1) CSXT agrees that Carmen working at locations on the allocated Conrail property where TWU has historically held representation may be represented by TWU for purposes of claims and grievances handling and disciplinary appeals. This will include settlement of claims and appeals and submission of unsettled claims or appeals to arbitration under Section 3 of the Railway Labor Act. The Organizations must agree that such settlements or decisions will be equally binding and precedential when progressed by TWU as if they had been settled or progressed by BRC-TCU. Where a claimant or appellant is represented by the TWU in accordance with this paragraph, a Public Law Board under Section 3, Second of the Railway Labor Act may be established with an Employee Member from the TWU and an Employee Member from the BRC-TCU, as was the practice on Conrail.
- 2) CSXT agrees that Carmen working at locations on the allocated Conrail property where TWU has historically held representation may have union dues deducted by CSXT and paid to TWU, provided that the Organizations agree to hold CSXT harmless, against claims or litigation of any kind arising from CSXT's actions in response to such employee directions as to dues deduction and payment.

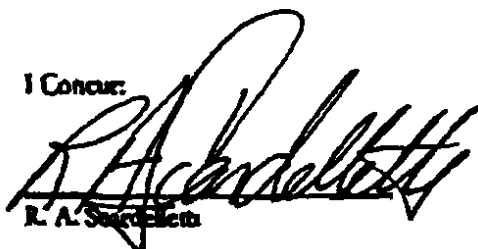
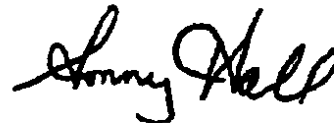
If the above stated basis for the representation of carmen on CSXT is acceptable to you, please indicate your concurrence by signing below and returning a fully executed original to me.

Sincerely yours,



Kenneth R. Peifer
Vice President Labor Relations
CSX Transportation, Inc.

I Concur:


R. A. Sordani

Sonny Hall

CC: Mr. Robert Spenski

CERTIFICATE OF SERVICE

I hereby certify that a copy of Attachments to the Petition of Sheet Metal Workers International Association to Review Decision of an Arbitration Committee pursuant to the *New York Dock* Conditions was served upon counsel for CSX Transportation, Inc., at the following address by first class mail, postage prepaid this 28th day of June 2007:

Ronald M. Johnson
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Ave NW
Washington, DC 20036

/s/ Michael S. Wolly
Michael S. Wolly