

In The Matter of the Arbitration)
-between-)
UNITED TRANSPORTATION UNION)
-and-)
CSX TRANSPORTATION, INC.)

Special Board of Arbitration Established To Dispose Of a Dispute Regarding The
Selection Of A Single Collective Bargaining Agreement Pursuant To UTU/NCC
Agreement of February 11, 2000

David P. Twomey
Arbitrator

The above-entitled matter came to be heard before the Arbitrator on October 13, 2010 at Chestnut Hill, Massachusetts. Pre-hearing submissions were received from the parties by October 6, 2010 and comprehensive oral arguments were presented at the October 13, 2010 hearing.

INTRODUCTION

This case involves the selection of a single collective bargaining agreement to apply to coordinated operations on portions of CSXT pursuant to CSXT's notice served on the affected General Chairmen on July 1, 2010, covering the former roads of the Atlanta & West Point (A&WP), Seaboard Coast Line (SCL), Chesapeake & Ohio (C&O), Louisville & Nashville (L&N) and Nashville, Chattanooga and St. Louis (NC&StL), which make up CSXT's Southern Region. Inasmuch as the involved General Chairmen were unable to select a single agreement to cover the proposed coordinated territories, a February 11, 2000 Agreement (the so-called "Cram Down" Agreement) between the United Transportation Union (UTU) and the National Carriers' Conference Committee (NCCC) requires that a neutral arbitrator will select a single governing agreement pursuant to Section 4 of the *New York Dock* conditions.

Three (A&WP, C&O and SCL) of the above five roads ratified an Agreement identified as the 2010 UTU Consolidated Southern Region Agreement (CSRA). The CSRA was implemented on June 1, 2010 on the former A&WP and former SCL, and was implemented on June 12, 2010 on the former C&O. The L&N and NC&StL rejected the proposed agreement and continue to retain their separate agreements governing train service employees. A foundation question before this Board is which of the existing collective bargaining agreements – either the Consolidated Southern Region Agreement or the L&N/NC&StL Agreements – will govern the coordinated territories?

QUESTIONS AT ISSUE

1. Is the Union's position correct that a Carrier does not have the authority to participate at the "Cram Down" Arbitration proceeding?
2. Pursuant to the "Revised Standards for Preemption of Collective Bargaining Agreements for Transactions Initiated Pursuant to Section 11323 of the Interstate Commerce Act, Consolidation or Coordination, paragraph 2., otherwise referred to as the Cram Down Agreement, requires the Union to select a single Collective Bargaining Agreement within the parameters set forth in that Agreement.

There is no dispute that the Union has failed to select a single bargaining agreement, therefore the Board is required, as referred to in the above referenced agreement, to select the agreement most beneficial to the employees involved as to rates of pay, rules and working conditions, including crew consist agreements.

3. Determine the applicability of the Carrier's proposed implementing agreement as provided for under Consolidation or Coordination paragraph 5. a), b) and c) of the Revised Standards for Preemption of Collective Bargaining Agreements for Transactions Initiated Pursuant to Section 11323 of the Interstate Commerce Act, Consolidation or Coordination, paragraph 2., otherwise referred to as the Cram Down Agreement.

AWARD

I.

The Arbitrator need not and therefore does not rule on Question No. 1 of Attachment "A".

II.

With respect to Question No. 2, after careful consideration and review of the submissions and presentations made by the parties, the Arbitrator determines that the Consolidated Southern Region Agreement is the agreement most beneficial to the employees affected by CSXT's coordination notice and will, effective October 25, 2010, become the controlling agreement on the territory encompassed by the Section 4 Notice.

In addition, the Arbitrator has determined the following provisions contained in the Consolidated Southern Region Agreement, currently not in effect on the L&N and NC & StL will on the effective date referenced above, apply to employees on the former L&N and NC & StL:

1. Crew Consist - crew consist provisions outlined in paragraph A. 1. of Side Letter 8 and paragraph A of Attachment C will be superseded by the Crew Consist provisions currently in effect on the L&N and NC & StL as further clarified by Public Law Board 5756, Award 1, Case 1.
2. Side Letter 8 - *"The provisions of Article 12, Section 1, paragraph D., Deadheading of the former L&N Schedule Agreement will continue to apply for the term of this agreement."*
3. Article 5 – Section 3, *Lump Sum, provided for a \$1000 Lump Sum payment to former AWP, C&O and SCL Trainmen who were in active service on July 1, 2010. The Arbitrator directs CSXT provide the \$1000 Lump Sum payment to those eligible*

Trainmen on the former L&N and NC & StL, subject to the conditions provided thereto within forty-five days from the October 25, 2010 effective date.

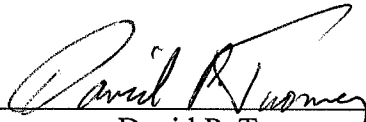
4. Vacation Agreement - Article 29, Section 1 – provides for a sixth week of vacation after an employee achieves thirty years of active service with CSXT. The parties signatory to the Consolidated Southern Region Agreement reached an understanding that resulted in a payment in lieu of the sixth week of vacation for the 2010 calendar year. CSXT made the agreed to payment to eligible employees on August 13, 2010.

The Arbitrator directs that CSXT provide the payment in lieu of the sixth week of vacation to eligible former L&N and NC & StL Trainmen within forty-five days from the October 25, 2010 effective date.

III.

Given this decision regarding Question No. 2, the parties are directed to meet and discuss Question 3 within the context of the various provisions of the selected Agreement. The parties are further directed to advise the Arbitrator of their progress in this regard within 15 days from the date of this decision, and the Arbitrator will retain jurisdiction on such matters in the event the parties are unable to resolve their differences.

Signed:



David P. Twomey
Arbitrator

Dated:

10-15-2010