

# **NEW YORK DOCK IMPLEMENTING AGREEMENT**

**between**

**CSX TRANSPORTATION, INC.**

**and**

**Employees Represented by**

**AMERICAN TRAIN DISPATCHERS ASSOCIATION**

WHEREAS, notice was served under the Surface Transportation Board Finance Docket 28905, 33388 and 36472 of the intent of CSX Transportation, Inc. (“CSXT” or “Carrier”) to transfer, consolidate and merge train dispatching operations and associated workforces represented by the American Train Dispatchers Association (“ATDA”) and currently covered by the CSXT-ATDA South collective bargaining agreement and the CSXT-ATDA East collective bargaining agreement.

WHEREAS, the parties signatory hereto desire to reach an implementing agreement in satisfaction of Article I, Section 4 of the New York Dock employee protective conditions.

WHEREAS, CSXT is now operated as an integrated rail system.

Now, THEREFORE, IT IS AGREED, between CSXT and the ATDA as follows:

## **ARTICLE I – CONSOLIDATION**

Upon no less than five (5) days advance written notice by CSXT to the General Chairman signatory hereto, associated workforce governed by the CSXT-ATDA East Agreement and CSXT-ATDA South Agreement will be transferred to a new CSXT-ATDA Joint Agreement. The Joint Agreement will govern the Albany, Atlanta, Baltimore, Chicago, Florence, Great Lakes, Jacksonville, Louisville and Nashville Division Offices.

## **ARTICLE II – ASSIGNMENT OF FORCES**

A. Effective on the “Transfer Date” to be determined by CSXT, all Train Dispatchers will transition to the CSXT-ATDA Joint Agreement.

## **ARTICLE III - APPLICABLE COLLECTIVE BARGAINING AGREEMENT**

A. Except as provided in Paragraph B and C below, a single collective bargaining agreement, the “CSXT-ATDA Joint Agreement” will apply to all offices including the New England District.

B. CSXT-ATDA Decentralization Agreement provisions will continue to apply.

C. CSXT-ATDA New York Dock Implementing Agreement, dated August 28, 2024, not in conflict with Paragraph A above, will remain in effect.

D. “CSXT-ATDA South Agreement”, as amended, including Letters of Understanding, and Letters of Interpretation, etc., will become the “CSXT-ATDA Joint Agreement” upon Transfer Date as defined in Article II.

E. CSXT-ATDA East Agreement, as amended, along with associated interpretations and past practice thereunder shall terminate upon Transfer Date.

## **ARTICLE IV – SENIORITY**

A. Train Dispatchers with an established seniority date as of the effective date of this New York Dock Implementing Agreement will retain their seniority rights within their current office.

B. Train Dispatchers hired after the effective date of the Implementing Agreement will establish seniority pursuant to the applicable rules.

C. Seniority limits of Train Dispatchers governed by the CSXT-ATDA Joint Agreement will extend to all Train Dispatcher positions within each respective Division Office. Current divisional rosters will continue to exist. The Carrier reserves the right to implement future changes in

operations in accordance with the applicable requirements of the CSXT-ATDA Joint Agreement or federal statutes.

#### **ARTICLE V – WORKING CONDITIONS**

A. Train Dispatchers will retain their current rate progression until such time they achieve the next appropriate progression under the New Hire Training provisions in the CSXT-ATDA Joint Agreement if they have not achieved one hundred percent (100%).

#### **ARTICLE VI – ELECTION OF LABOR PROTECTION BENEFITS**

A. In order that the provisions of the first proviso set forth in Article I, Section 3 of the New York Dock conditions may be properly administered, each employee determined to be a displaced employee or a dismissed employee, if any, as a result of this Transaction, who is also 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 New York Dock conditions elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or effect any application of the substantive provisions of Article I, Section 3.

B. In the event an employee fails to make such an election within said thirty (30) day period, he or she will be subject to the protective benefits in this Agreement.

C. There shall be no duplication or pyramiding of protective benefits by any employee under this Agreement and any other agreement or protective arrangement.

#### **ARTICLE VII – LABOR PROTECTION CLAIMS PROCEDURE**

A. In order to provide a standard method for handling claims for protective benefits under the New York Dock conditions, the following procedures will apply in connection with this Transaction.

B. Claims filed by an employee must be filed with the carrier official designated by CSXT to receive such claims. The employee will use the form in Attachment 2 to claim protective benefits.

C. Monthly claims for displacement or dismissal allowances must be submitted by U.S. mail or electronically, and be postmarked or e-mailed by the employee not later than sixty (60) days from the last day of the month for which a claim is being made. Claims not made within this time limit will not be entertained or allowed.

D. Each dismissed employee shall also provide the Carrier with the following information for the month in which he or she is seeking a dismissal allowance no later than sixty (60) days from the last day of the month for which the claim is being made on a form provided by the Carrier, Attachment 3. This form is in addition to the Claim Form referenced in Paragraph B above (Attachment 2).

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such employee worked in other employment, the name and address of the employer, and the gross earnings made by the dismissed employee in such other employment.

E. If the employee referred to in this Article has nothing to report under this Article on account of not receiving benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the term provided for in Paragraph D of this Article, Attachment 3, stating "Nothing to Report".

F. The failure of any employee referred to in this Article to provide the information required by this Article shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's request of such information from the employee.

G. When claims for compensation alleged to be due have been presented in accordance with paragraph B above and are not allowed, the employee or his or her representative will be notified in writing by the Carrier of the reason for the declination within ninety (90) days from the date such claims were received. When not so notified, claims will be allowed, but their allowance shall only apply to the particular claim and shall not be considered a precedent.

H. An employee may appeal a claim declination to the Carrier's designated Labor Relations Officer. Appeals from decision regarding claims for compensation alleged to be due will be made in writing within ninety (90) days from the date of the notice of declination or they will not be allowed.

I. When such timely appeals filed pursuant to Paragraph H above are not allowed, the employee or his or her representative will be notified of the reasons for the declination, in writing, within ninety (90) days from the date appeal was received. When not so notified, claims for compensation alleged to be due will be allowed, but their allowance shall only apply to the particular claim and shall not be considered a precedent.

J. Failure to comply with the time limits set forth above will cause the matter to be closed, but this will not be considered as a precedent or waiver of the contentions of either party to similar claims.

K. All claims involving a decision by the designated Labor Relations Officer will be barred unless, within six (6) months from the date of said officer's decision, proceedings are initiated by the employee or his or her representative pursuant to Article I, Section 11 of the New York Dock conditions.

#### **ARTICLE VIII – ERRORS AND OMISSIONS**

The signatory parties are in accord that any inadvertent errors, omissions, or inclusions in this

Implementing Agreement and the CSXT-ATDA Joint Agreement, including attachments hereto, recognized by both parties as being inconsistent with the purpose and intent of this Agreement will be corrected, included or deleted as the case may be, to properly reflect the understandings reached through negotiations.

#### **ARTICLE IX – DISPUTE RESOLUTION**

Any disputes arising over the interpretation, application, or enforcement of this Agreement shall be resolved in accordance with the dispute resolution procedures in Article I, Section 11 of the New York Dock Conditions.

#### **ARTICLE X – GENERAL**

A. This Agreement, together with Attachments 1 to 4, shall constitute the implementing agreement required by Article I, Section 4 of the New York Dock conditions imposed in Docket No. 36472.

B. If there is any inconsistency or conflict between this Agreement, the New York Dock conditions included in Attachment 4 and any collective bargaining agreement or any implementing agreement, the terms of this Agreement control.

C. This Agreement shall become effective after five (5) days' notice to the General Chairman pursuant to Article I.

Signed this 15<sup>th</sup> day of November, 2024.

FOR CSX TRANSPORTATION, INC.:

FOR THE AMERICAN ASSOCIATION  
OF TRAIN DISPATCHERS:

AGREED:



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Alicia Hercules, Director - Labor Relations



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Ben Craft, General Chairman - ATDA

John W. Johnson

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John Johnson, Sr. Director – Labor Relations

APPROVED:



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Jeff Wall, VP - Labor Relations



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Colin Thurman, VP - ATDA



Jeff Wall  
Vice President, Labor Relations

500 Water Street  
Jacksonville, FL 32202

November 15, 2024

Side Letter 1

Ben Craft, General Chairman  
American Train Dispatchers Association  
27 Timber Stand Road  
St. Johns, FL 32259

**RE: Time Off Bank – Banking Overtime**

This refers to our discussions concerning Train Dispatchers formerly covered by the CSXT-ATDA East agreement with respect to banking overtime. The ability to bank overtime is discontinued.

Train Dispatchers who have accrued time off in the “Comp Bank” (overtime bank) will have that time transferred to the Time-Off Bank on the Transfer Date referenced in Article II of this Agreement. Employees will retain all bank time in excess of the limits outlined in the CSXT-ATDA Joint Agreement; however, employees will only be able to contribute future entitlements in the Time-Off Bank up to the maximum limits outlined in the Joint Agreement.

Sincerely,

Jeff Wall  
Vice President, Labor Relations

AGREED:

Ben Craft, General Chairman

APPROVED:

Colin Thurman, Vice President





Jeff Wall  
Vice President, Labor Relations

500 Water Street  
Jacksonville, FL 32202

November 15, 2024

Side Letter 2

Ben Craft, General Chairman  
American Train Dispatchers Association  
27 Timber Stand Road  
St. Johns, FL 32259

**RE: Claims and Grievances – LCAT**

This refers to our discussions concerning Claims and Grievances, including appeals arising out of dismissal or other discipline.

Claims and Grievances unresolved prior to Transfer Date will be handled thereafter as provided in the CSXT-ATDA Joint Agreement, Claims and Grievances. In the event the time remaining to act on a claim in its current step is reduced at Transfer Date, the parties will mutually agree to extend time limits. This is not intended to create an unfair advantage to either party.

Sincerely,

Jeff Wall  
Vice President, Labor Relations

AGREED:

Ben Craft, General Chairman

APPROVED:

Colin Thurman, Vice President