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November 25, 2009

Files: 3007-BO

J. E. Lesniewski, General Chairman
United Transportation Union
General Committee of Adjustment
11363 San Jose Blvd., Bldg. # 105
Jacksonville, FL 32223

Dear Sir:

This understanding is without prejudice to the position of either party, is entered into based upon the unique handling of this issue on the former B&O property, and will not be referred to in the future during the progression of any other matter.

We are agreeable to settle claims that are outstanding, in those instances where employees were not provided a locker in accordance with the June 1, 1999 B&O Eastern & Western District UTU Implementing Agreements (UTU Eastern Side letter # 15; UTU Western Side letter # 25,), for a \$20.00 payment for each claim.

In the future, if regular assigned employee submits a locker claim (per the procedures below) and was not provided one, the employee will be allowed a two (2) hour payment at the unfrozen rate of pay.

The procedure for requesting a locker:

- Employee makes a written request (email acceptable) to the Terminal Manager / Terminal Superintendent or their designee.
- Supervisor provides a locker, if available
- If no locker is available, the supervisor provides an action plan in writing (email acceptable) to the applicable Local Chairperson within 30 Days to provide a locker.
 - This plan should be agreed upon in writing (email acceptable) by the Local Chairperson and the local officer and contain a definite time line for procurement of lockers.
 - Failing to agree locally, the matter will be referred to the General Chairman and the HDO for resolution.
 - Failing agreement at that level, claims will be progressed in the usual manner.

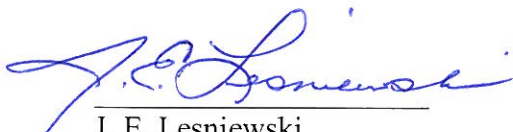
- Failing to respond to a written locker request within 30 days will result in a two (2) hour payment to each employee who has made written request as specified above for each day a satisfactory plan for providing lockers has not been agreed to locally or that a locker is not provided.

This Agreement will become effective on DECEMBER 14, 2009.

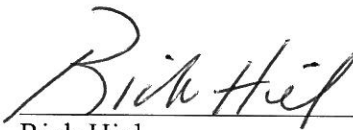
Signed this 25th day of NOVEMBER 2009.

FOR UTU:

FOR CSXT:



J. E. Lesniewski
General Chairperson, UTU



Rick Hiel
Director Labor Relations

B&O locker settlement