



Transport Workers Union of America, AFL-CIO

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Vice President

Jerome Lafragola
International
Secretary-Treasurer

Curtis Tate
International Administrative
Vice President

Mike Mayes
International Administrative
Vice President

"AMERICA'S FIGHTING DEMOCRATIC UNION"

August 29, 2022

Dear President Johnson,

I am in receipt of your response to my letter dated August 19, 2022. Regarding your offer to escalate this issue to the next stage per our 1998 agreement. President Samuelsen has decided to exercise that option and until this matter is either resolved between the two Presidents or through arbitration in accordance with the 1998 agreement you must refrain from sending out the agreement for ratification.

Most importantly, I would note that while our letter referenced the merger agreement between TCU and TWU (dated September 14, 1998), your letter relies on separate understandings with CSX and NS Railroads. The relationship between our unions with regard to the carmen we represent on these railroads is governed solely by the September 14 agreement signed by our Presidents Hall and Scardelletti. The opinion of railroad management on internal discussions between our unions, including on whether a proposed agreement is worth consideration for a ratification vote, is irrelevant. Under our governing agreement, I must again highlight, that the TCU is obligated to "act jointly [with the TWU] in the negotiations of new rates of pay, rules and working conditions with CSX or NS". Acting jointly, in any plain reading of the language, cannot possibly be construed as one party unilaterally committing to any proposed agreement on these topics. With this in mind, I reiterate: the TWU has not agreed to any proposed tentative agreement and the TCU **cannot** sign any agreement on behalf of the carmen at CSX or NS until we concur.

The record is clear on our positions (and what had, until very recently, been the IAM/TCU/BRC's positions) in this round of bargaining with the freight railroads. Our members have demanded quality of life improvements in this contract – a demand which was expressed in our very first meeting with the companies and reiterated in every communication since then. In your response to my letter, you stated "Your designated representative was at the bargaining table during every negotiating session and ultimately reached the same conclusion as I did. Any suggestion otherwise is incorrect." This is not true and beyond my understanding of how you could make such a statement when our paid leave proposal, which includes the sick leave improvements that I mentioned in my original letter as being very important to our members, was among a select group of items included in our joint Section Six notice and the joint union proposal to PEB 250 on July 11. Also, our representative Brian DeLucia made it

clear that he could not and would not take a position until reviewing the proposal with President Samuelsen and me. The TWU's position has never been in question, though the IAM/TCU/BRC's has shifted.

Let me remind you once again, under the terms of our 1998 agreement, which governs the relationship between our unions regarding the railroad carmen at CSX and Norfolk Southern, the TWU and BRC/TCU/IAM are required to "act jointly in the negotiations of rates of pay, rules and working conditions." No tentative agreement can be signed on behalf of the carmen nor any deal be presented to the membership for ratification absent our consent – which you do not have.

We believe in order to achieve what is in the best interest of our membership we must continue negotiating as part of the coalition that has brought us this far rather than undermining its efforts and hiding behind a "me too" clause that may or may not be implemented. We trust that the IAM/TCU/BRC will honor our 1998 agreement and join us on this path with respect to the carmen. We intend to fully execute the letter of the 1998 agreement in whatever forum is appropriate should you break from this understanding without following the dispute process outlined in the governing documents.

Sincerely,

A handwritten signature in cursive script that reads "John Feltz". The signature is written in black ink and is positioned above the printed name.

John Feltz
Railroad Division Director

cc: J. Samuelsen
D. Grissom