



January 27, 2012

LES PARMELEE
AVP Labor Relations
6735 Southpoint Drive South, J-455
Jacksonville, FL 32218
Telephone: (904) 279-3305
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Mr. Freddie Simpson, President
Brotherhood of Maintenance Way Employees of the
International Brotherhood of Teamsters
20300 Civic Center Drive, Suite 320
Southfield, MI 48076-4169

Dear Mr. Simpson;

As you know, there are ongoing on-property bargaining discussions between BMWED and Class I carriers in national handling other than CSXT ("covered carriers") with respect to Away From Home Expense issues and matters of interest to those railroads ("unresolved issues"), pursuant to an agreement between the national representatives of the carriers and the BMWED that extended the "status quo" period to February 8, 2012 to accommodate such discussions.

The effectuation and implementation of the tentative agreement (Attachment "A") of this date between BMWED and CSXT is expressly conditioned upon (i) dispositions of the unresolved issues on each covered carrier that are mutually satisfactory to BMWED and such carrier, and (ii) ratification of a voluntary national agreement between BMWED and all carriers in national handling. If those conditions are not satisfied, this agreement shall be deemed void and of no binding effect on either party.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Les Parmelee", written over a horizontal line.

Les Parmelee
AVP Labor Relations

Attachment "A"

Memorandum of Agreement
(Subject to Ratification & Conditional)

Between

CSX Transportation

And

**The Brotherhood of Maintenance of Way Employees
Division of the International Brotherhood of Teamsters**

Lodging

Effective July 1, 2012 all employees entitled to lodging provided by CSXT shall be provided with single occupancy lodging in commercial lodging facilities (hotels or motels) as selected by CSXT's Corporate Lodging Consultant (CLC) or future provider except;

1. If the initial lodging facility selected by CSXT does not have a sufficient number of rooms available to provide single occupancy rooms to all employees on a crew, CSXT shall utilize an additional lodging facility to obtain a sufficient number of single occupancy rooms so long as that lodging facility is within; (1) twenty miles of the initial lodging facility; or (2) twenty miles of the work location. If a sufficient number of single occupancy rooms cannot be obtained at CLC commercial lodging facilities falling within these parameters, CSXT will provide single occupancy to as many employees as possible in hire date seniority order. All remaining employees will be provided double occupancy lodging.
2. In emergency circumstances such as hurricanes, floods, tornados, etc., where commercial lodging facilities are not reasonably available, CSXT may provide lodging in FRA approved mobile lodging facilities.

Meal Per Diem

Effective July 1, 2012 meal per diem increased to \$25.75
Effective July 1, 2013 meal per diem increased to \$26.50
Effective July 1, 2014 meal per diem increased to \$27.25
Effective July 1, 2015 Meal per diem increased to \$28.00

Seniority – Department bid and hold

Effective July 1, 2012, employees who successfully exercise their seniority to a position advertised and awarded pursuant to Rule 3 or Appendix “S” of the June 1, 1999 Agreement (as amended) to a department other than the department to which currently assigned will be required to remain in the department assigned as a result of the award for not less than 12 months from the date the employee assumes the duties of his new assignment.

For the purposes of this Agreement “department” is defined as either the Bridge and Building, Track or Welding departments.

Roofing – Installation, repair and replacement

Upon the effective date of this Agreement, the Scope of the June 1, 1999 Agreement as well as the provisions of CSX Transportation Labor Agreement No. 12-006-09, and any other Agreements are amended to the extent that work on Carrier facilities involving roof installation, repair, replacement or any other type of work to a roof structure is that which does not accrue to Maintenance of Way employees.

RULE 10 - 40 HOUR WORK WEEK

Employees in the type of service that require them to travel, generally referred to as “floating” or “line of road” positions, employees on production crews, and local supporting forces, as defined above, may be established consisting of eight (8) ten (10) hour days, followed by six (6) consecutive rest days, in lieu of work assignments as provided for in (l) and (m) of Rule 10 of the June 1, 1999 Agreement, as amended. **NOTE:** Except as provided for in existing Agreements, as described herein in part, this work schedule shall not apply to headquartered forces.

In applying rules on Holidays, Personal Leave, Bereavement Leave, and Jury Duty to employees working ten (10) hour work days, a minimum basic days' pay will be considered ten (10) pro rata hours. Additionally, employees working ten-hour days will be credited with 1.25 days credit for each day worked for vacation qualifying purposes.

In reference to the SPG Agreement, amend as follows:

Section 6 - Work Week on SPGs (Amended 9/28/93) (Amended by PLB 5810)

- A. Employees on SPGs may be assigned to a work schedule of eight (8) consecutive work days at ten (10) hours per day with six (6) consecutive rest days, one of which must be either a Saturday or a Sunday. The work week and rest days of SPGs may be changed upon five (5) working days notice and allowance of overtime, if applicable, consistent with the findings of Public Law Board No. 5810, Award 1.

Seniority

- A. Each employee hired on or after July 1, 2012 shall be afforded an “entered service” date based on the date the employee’s pay begins. If two or more employees start work on the same day, their entered service rank on the seniority roster will be in alphabetical order. The entered service date will be the employee’s seniority date in the job classification and seniority district in which the employee begins service* and in all job classifications on that seniority district. Employees hired after July 1, 2012 will use their entered service date to:
1. Bid for advertised new positions of vacancies; and,
 2. Exercise displacement rights over a junior employee after a triggering event, i.e., the abolishment of their position or displacement by a senior employee.

**(NOTE – Employees who begin service on other than a seniority district position (SLWT, Zone or SPG) will establish an entered service date on a home seniority district pursuant to the terms of the June 1, 1999 Agreement, as amended.)*

If, through bidding or displacement procedures, an employee obtains a position in a job classification in which he has not previously been qualified the employee will be given equal and fair instruction and training for a period of thirty (30) calendar days including, if appropriate, training at the REDI Center. If the employee is not disqualified, in writing, during their thirty (30) day period, he shall be considered qualified*. Upon qualification the employee shall be designated as qualified in that classification or seniority roster.

**(Note – If the employee is disqualified during that thirty (30) day qualifying period he may invoke the procedures of Rule 3, Section 2 and the carrier shall have the burden of proving its reasons for disqualifying the employee.)*

- B. Employees already in service as of July 1, 2012 will continue to utilize previously established seniority dates listed on all existing rosters. In addition, they shall each be afforded a seniority date of July 1, 2012 in all classifications in which they did not hold seniority prior to July 1, 2012. If, through bidding or displacement procedures, one of these employees obtains a position in a classification in which he has not previously qualified, the employee will be governed by the qualifying procedures set for the in Paragraph A above. Upon qualification the employee shall be designated as qualified on the seniority roster and ranked on that roster in the relative order in accordance with his earliest seniority date on any Maintenance of Way roster (i.e. Bridge and Building, Track or Welding Department roster).
- C. Seniority shall control in the assignment of all positions and displacements without regard to prior qualification except that employees who have not been previously qualified shall not be permitted to displace on the machines identified

in lines 1-5 of memorandum of Agreement 6018-12 CSXT, i.e. the Dyna CATs, CAT 2X, CAT 09s, Rubber Tired Cranes (such as Grove/Gallion/ Pettibone), Tie Inserters and Removers (such as TKOs/TRIPP/ TR-10s) and Combination Cribber/Adzers. While employees who have not previously qualified on these machines will not be permitted to displace (bump) on these machines, they will be entitled to bid to position on these machines and establish qualifications.

Track Panel Facility

Seniority

A. Positions in the Track Panel Facility shall be subject to the terms and conditions of the June 1, 1999 Agreement except as set forth below:

1. Positions in the Track Panel Facility shall be advertised on a system-wide basis. The advertisements shall list the position, title, rate of pay, headquarters, assigned hours, rest days and meal period. The advertisement bulletin shall also advise that the successful applicants shall establish seniority on a separate Track Panel Facility seniority roster and that they:
 - a. Shall not be permitted to bid to positions outside of that roster once they are assigned to a position in the Track Panel Facility.
 - b. Shall not be subject to displacement by employees who do not hold seniority on the Track Panel Facility roster.
 - c. Shall retain all seniority they hold on other seniority rosters but shall not be permitted to exercise that seniority unless their position in the Track Panel Facility is abolished, at which time they will be afforded a normal exercise of seniority under the terms of the June 1, 1999 Agreement, as amended.
2. The initial positions in the Track Panel Facility shall be assigned in the following order:
 - a. To the senior applicant holding seniority in the classification on any seniority district in the CSXT system.
 - b. To the senior applicant holding seniority in lower successive classifications on any seniority district in the CSXT system.
 - c. To the senior employee holding any maintenance of

way seniority.

3. Employees assigned to positions in the Track Panel Facility will establish seniority in the appropriate classification and all lower classifications on a Panel Facility Seniority Roster with the following classifications:
 - a. Foreman
 - b. Assistant Foreman
 - c. Class A Machine Operator
 - d. Class B Machine Operator
 - e. Trackman
4. An employee assigned to a position in the Track Panel Facility shall not be permitted to bid to any other position except for other new positions or vacancies in the Track Panel Facility.
5. Inasmuch as the Track Panel Facility shall have a separate seniority roster, employees who do not hold seniority on the Track Panel Facility roster shall not be permitted to exercise seniority to displace employees holding position in the Track Panel Facility.
6. After the initial positions are established in the Track Panel Facility subsequent vacancies or additional new positions shall be bulletined system-wide and shall be filled as follows:
 - a. To the senior applicant holding seniority in the classification on the Track Panel Facility seniority roster.
 - b. To the senior applicant holding seniority in lower successive classifications on the Track Panel Facility seniority roster.
 - c. To the senior applicant holding seniority in the classification on any other seniority district in the CSXT system.
 - d. To the senior applicant holding seniority in lower successive classifications on any other seniority district in the CSXT system.
 - e. To the senior employee holding any maintenance of way seniority.
7. If a position in the Track Panel Facility is advertised and there are no bids from CSXT employees represented by BMWED, CSXT may hire a new employee to fill the position and that employee

shall be afforded a seniority date in the class in which he was hired and in lower successive classes on both the Track Panel Facility seniority roster and all other rosters as contemplated by all applicable Agreements.

Work Days

Starting time for employees assigned to the Track Panel Facility shall be between 6:00 AM and 8:00 AM. When one shift is worked, eight (8) hours, exclusive of a thirty (30) minute meal period shall constitute a day's work. Where two shifts are worked the starting time for the second shift shall commence upon the conclusion of the first shift, unless agreed to otherwise. The second shift shall also be eight (8) hours, exclusive of a thirty-minute meal period. Where three shifts are worked, each shift shall be eight consecutive hours, inclusive of a thirty-minute meal period.

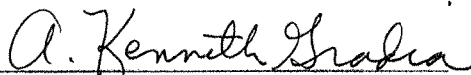
Support Positions

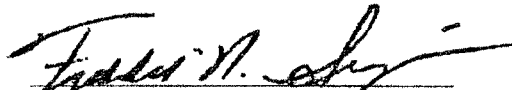
The carrier may use employees not assigned to the Panel Plant roster(s) as support positions to facilitate the final product of the facility (e. g., welding work) if the resource is not available with staffing at the facility. Use of such support positions shall be at the sole discretion of the carrier. Employees used for such service shall be called from local BMWED forces from outside the facility and shall not establish any seniority in the facility.


Signed this the 29th day of February, 2012

FOR CSX TRANSPORTATION,
INC.:

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYES DIVISION OF THE
IBT:


NCCC Chairman


National President


Vice President Labor Relations CSXT