



Labor Relations Department
500 Water Street, J-455
Jacksonville, FL 32202

CSXT Labor Agreement No. 12 – 053 - 05

November 9, 2005

Mr. Randall Brassell
General Chairman - BMWED
114 Canfield Place, Unit A-8
Hendersonville, TN 37075

Mr. Stuart A. Hurlburt, Jr.
General Chairman - BMWED
135 Mick Lane
Oneonta, NY 13820-4316

Mr. G. L. Cox
General Chairman - BMWED
P.O. Box 24068
Knoxville, TN 37933-2068

Mr. James D. Knight
General Chairman - BMWED
2153 Broadwater Drive
Jacksonville, FL 32225

Mr. Jed Dodd
General Chairman - BMWED
121 North Broad Street, Suite 503
Philadelphia, PA 19107-1913

Mr. T. R. McCoy
General Chairman - BMWED
9300 Runyon Road
Catlettsburg, KY 41129

Mr. Perry K. Geller
General Chairman - BMWED
58 Grande Lake Drive, Suite #2
Port Clinton, OH 43452

Gentlemen:

This is to confirm our contracting out discussions concerning the operation and manning of large self-propelled rail grinders and smaller self-propelled switch and crossing grinders.

CSXT may contract out for the operation of both the large self-propelled rail grinders and smaller self-propelled switch and crossing grinders. CSXT does not need to provide advance notice to BMWED of such subcontracting. However, pursuant to the terms set forth herein, a Production Foreman position with the SPG rate of pay and Class "A" Machine Operator position will be bulletined and assigned on a Service Lane basis to work with each rail grinder that is contracted to work on CSXT property.

When not in conflict with this Letter of Agreement, the terms and conditions of the June 1, 1999 Agreement shall apply to the Production Gang Foreman and Class "A" Machine Operator positions that must be established to work with each contracted rail grinder except that the incumbents of these positions shall also be entitled to the following additional benefits: (1) single occupancy motel lodging for each day they are entitled to lodging pursuant to Appendix "G"; (2) travel allowance as provided in Section 11 - Travel Allowance of the SPG Agreement; and (3) lump sum payments pursuant to Section 18 A-2 of the SPG Agreement. (Note - it is understood CSXT's obligation to provide lump sum payments pursuant to Section 18 A-2 does not in any way require CSXT to also provide SPG Agreement Section 19 - Work Force Stabilization benefits to employees covered by this Letter of Agreement.)

The Production Foreman position and Class "A" Machine Operator position that must be assigned to work with each rail grinder on a Service Lane basis shall be established as follows:

1. During December of each year, CSXT will advertise a tentative schedule for each rail grinder to be operated pursuant to the terms of this Letter of Agreement during the following calendar year.
2. In addition to the usual information provided on advertisements, the advertisement will show: (a) the starting location for each rail grinder; (b) the tentative dates it is scheduled to work on each Service Lane during that calendar year; (c) that a Production Foreman position with the SPG rate of pay and Class "A" Machine Operator position is being established to work with each rail grinder on each Service Lane to which the rail grinder is scheduled to work; and (d) that the successful applicants will be entitled to single occupancy lodging, travel allowance and lump sum payments pursuant to the terms of this Letter of Agreement.
3. The Production Foreman and Class "A" Machine Operator positions for each Service Lane will be assigned to the senior applicants from each Service Lane and the successful applicants will work with the rail grinder to which they were assigned by bulletin any time the rail grinder works on their Service Lane during that calendar year.
4. When a rail grinder begins work on a particular Service Lane, the employees holding the Production Foreman and Class "A" Machine Operator positions for that rail grinder will temporarily vacate the positions to which they are regularly assigned in order to work with the rail grinder. When the rail grinder leaves their Service Lane, those employees will return to their regular assignments. If, during their temporary absence, their regular positions were abolished or otherwise filled by senior employees under the terms of the June 1, 1999 Agreement, then the Production Foreman or Class "A" Machine Operator shall have the right to exercise their seniority pursuant to Rule 4, Section 2 of the June 1, 1999 Agreement.
5. An employee assigned to a Production Foreman or Class "A" Machine Operator position pursuant to this Letter of Agreement shall be required to work with the rail grinder when it enters his Service Lane unless he permanently vacates the Production Foreman or Class "A" Machine Operator position by so notifying the PACS Chief Clerk. An employee who so notifies CSXT of his desire to vacate a Production Foreman or Class "A" Machine Operator position shall be released from the position no later than 15 calendar days after serving such notice.

Mr. E. R. Brassell, et al.
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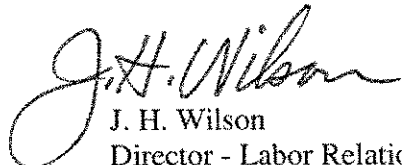
6. If an employee vacates a Production Foreman or Class "A" Machine Operator position pursuant to Paragraph 5 above, CSXT will bulletin the vacancy to the appropriate Service Lane and assign the senior applicant for the remainder of the calendar year.

Pursuant to this Letter of Agreement, contractor employees will operate the rail grinding equipment and perform necessary maintenance on the equipment. If CSXT determines that additional work must be done to support rail grinding operations that are contracted out under the terms of this Letter of Agreement, that work will be assigned to BMW-represented forces on the applicable seniority district or service lane under the terms of the June 1, 1999 Agreement.

This Letter of Agreement providing for certain manning of self-propelled rail grinders on a Service Lane basis has been negotiated to supersede and replace CSXT Labor Agreement No. 12-050-05 dated October 25, 2005 which provided for similar manning of self-propelled rail grinders on a system-wide basis. Consequently, on the date this Letter of Agreement is signed, CSXT Labor Agreement No. 12-050-05 is cancelled and superseded by this Letter of Agreement.

If the above clearly reflects our agreement concerning this matter, please indicate your concurrence by signing in the spaces provided below.

Very truly yours,

A handwritten signature in cursive script that reads "J. H. Wilson". The signature is written in black ink and is positioned above the printed name and title.

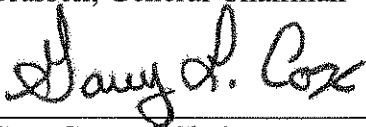
J. H. Wilson
Director - Labor Relations

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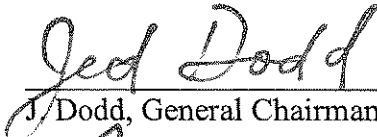
I Concur:



E. R. Brassell, General Chairman



G. L. Cox, General Chairman



J. Dodd, General Chairman



P. K. Geller, General Chairman



S. A. Hurlburt, General Chairman



J. D. Knight, General Chairman



T. R. McCoy, General Chairman

AGREED:



J. R. Cook, Vice President

cc: Mr. H. Wise, Vice President - BMWED