

**Agreement**

**between**

**CSX Transportation, Inc.,**

**and its employees represented by**

**the Brotherhood of Maintenance of Way Employees Division of the IBT**

Whereas, the Arbitrated Agreement between CSX Transportation, Inc., and the Brotherhood of Maintenance of Way Employees Division of the IBT, otherwise referred to as "Appendix S" of the June 1, 1999 System Agreement, provides parameters for the establishment of a system gang to consist of no fewer than twenty employees; and,

Whereas, the parties understand that system rail distribution and collection work does not fit such manpower threshold;

Therefore, it is hereby agreed,

Upon the execution of this agreement, without precedent or prejudice to the party's long standing position, the Carrier may establish system production gangs for the purpose of distributing and collecting rail for use throughout the Carrier's system under the following conditions:

- 1) Gangs for the operation of the Carrier's rail trains consisting of one (1) or two (2) employees will be advertised, as necessary, to all employees who are subject to the provisions of Appendix S, of the June 1, 1999 System Agreement (as amended August 22, 2005).
- 2) Applicants for the Class A operator positions of the "Rail Train Operators" must possess a valid Driver's License, must be FRA and Operating Rules qualified, and be able to effectively communicate in both written and oral forms.
- 3) Except as modified herein, employees assigned to the "Rail Train Operator" positions will be governed by the provisions of the amended Appendix S.
- 4) The rate of pay for employees assigned to the "Rail Train Operator" positions will be established at \$25.09 per hour as periodically amended by applicable provisions of relevant National Agreements.
- 5) An employee assigned to a "Rail Train Operator" position will be entitled to single room accommodations while performing service for the Carrier in such capacity.
- 6) The Carrier may provide one (1) vehicle for each team established under the terms of this Agreement. When provided, this vehicle is to be used for the

operation of the Carrier's rail trains and may be used by the assigned employee(s) for transportation in connection with weekend travel to and from either a work or lodging location and/or a common meeting point. When this vehicle is used for weekend travel, such time traveling in this vehicle will not be considered as time worked for the purpose of compensation; however, the travel allowance and per diem payments as provided for in the amended Appendix S will apply.

- 7) Bulletins in connection with "Rail Train Operator" positions will not be subject to the provisions of Appendix S requiring annual bulletining.

This Agreement is executed on this the 24th day of October, 2007.

For the Organization:

For the Carrier:

*Dennis R. Albers*  
 D. R. Albers, General Chairman

*James C. Amidon*  
 James C. Amidon, Director

*Gary L. Cox*  
 G. L. Cox, General Chairman

*Geed Dodd*  
 Geed Dodd, General Chairman

*Stewart A. Hurlburt, Jr.*  
 S. A. Hurlburt, Jr., General Chairman

*James D. Knight*  
 J. D. Knight, General Chairman

*T. R. McCoy*  
 T. R. McCoy, General Chairman

*Bradley A. Winter*  
 B. A. Winter, General Chairman

*F. R. Cook*  
 F. R. Cook, Vice President

Side Letter No. 1 to  
 CSXT Labor Agreement No. 12-049-07  
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October 24, 2007

Mr. D. R. Albers, General Chairman  
 Allied Federation  
 114 Canfield Place - Unit A8  
 Hendersonville, Tennessee 37075

Mr. J. D. Knight, General Chairman  
 Seaboard Federation  
 2153 Broadwater Drive  
 Jacksonville, Florida 32225

Mr. G. L. Cox, General Chairman  
 Southern System Division  
 800 Concord Road  
 P. O. Box 24068  
 Knoxville, Tennessee 37933-2068

Mr. T. R. McCoy, General Chairman  
 Affiliated System Federation  
 9300 Runyon Road  
 Catlettsburg, Kentucky 41129

Mr. Jed Dodd, General Chairman  
 Pennsylvania Federation  
 121 N. Broad Street - Suite 503  
 Philadelphia, Pennsylvania 19107

Mr. B. A. Winter, General Chairman  
 Consolidated Rail System Federation  
 58 Grand Lake Drive  
 Port Clinton, Ohio 43452

Mr. S. A. Hurlburt, Jr., General Chairman  
 Northeastern System Federation  
 Post Office Box 138  
 Mansfield, MA. 02048-0138

Gentlemen:

This refers to CSXT Labor Agreement 12-049-07 that was executed on October 24, 2007, establishing System Rail Train Operator positions.

In connection with this Agreement, it is understood and agreed that the existing incumbents of the positions, as identified below, will be unaffected by the execution of this Agreement and will continue to function in their existing capacity without change to their current method of compensation or benefits. However, vacancies that occur subsequent to the execution of this Agreement will be advertised, awarded and function as required by the terms of CSXT Labor Agreement No. 12-049-07, or abolished in accordance with the requirements of the June 1, 1999 System Agreement.

Current incumbents of the positions are:

|               |        |              |        |
|---------------|--------|--------------|--------|
| J. W. Bierly  | 513664 | J. D. Watson | 618830 |
| J. R. Conner  | 186658 | D. W. Pride  | 188200 |
| G. W. Goho    | 774582 | D. A. Mowery | 186865 |
| J. R. Jarrett | 628309 | J. P. Kelton | 378708 |
| J. R. Owens   | 186744 | V. L. Trent  | 186800 |
| C. W. Vinson  | 188402 |              |        |

If this clearly reflects our discussions in connection with the current incumbents of the Rail Train Operator positions, please affix your signatures in the space provided.

For the Organization:

For the Carrier:

Dennis R. Albers  
D. R. Albers, General Chairman

James C. Amidon  
James C. Amidon, Director

Gary L. Cox  
G. L. Cox, General Chairman

Jed Dodd  
Jed Dodd, General Chairman

Stewart A. Hurlburt, Jr.  
S. A. Hurlburt, Jr., General Chairman

James P. Knight  
J. D. Knight, General Chairman

T. R. McCoy  
T. R. McCoy, General Chairman

Bradley A. Winter  
B. A. Winter, General Chairman

J. R. Cook  
J. R. Cook, Vice President