

Agreement

Between

CSX TRANSPORTATION, INC,

And

Its Maintenance of Way Employees
Represented by the

**BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES**

Effective June 1, 1999

This collective bargaining agreement between the CSX Transportation, Inc. and its employees represented by the Brotherhood of Maintenance of Way Employees includes applicable National and Local Agreements which are reproduced as Appendix "A" through Appendix "V". In some cases only pertinent excerpts are reproduced.

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SCOPE

These rules shall be the agreement between CSX Transportation, Inc., and its employees of the classifications herein set forth represented by the Brotherhood of Maintenance of Way Employees, engaged in work recognized as Maintenance of Way work, such as inspection, construction, dismantling, demolition, repair and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences, road crossings, and roadbed, and work which as of the effective date of this Agreement was being performed by these employees, and shall govern the rates of pay, rules and working conditions of such employees.

The following work is reserved to BMWWE members: all work in connection with the construction, maintenance, repair, inspection or dismantling of tracks, bridges, buildings, and other structures or facilities used in the operation of the carrier in the performance of common carrier service on property owned by the carrier. This work will include rail, guard rail, switch stand, switch point, frog, tie, plate, spike, anchor, joint, gauge rod, derail and bolt installation and removal; erection and maintenance of signs, such as mile posts, speed restriction signs, resume speed signs, crossing and station signs, warning signs, and signs attached to buildings or other structures (except billboards); construction of track panels; welding, grinding, burning, and cutting; ballast unloading, regulating, equalizing, and stabilizing; track and switch undercutting; cribbing between ties; track surfacing and lining; snow removal (track structures and right of way); road crossing installation and renewal work; asphaltting of road crossings (unless required by outside agencies), culvert installation, repairs, cleaning and removal; yard cleaning; security and ornamental fences; distribution and collection of new and used track, bridge and building material; operate machines, equipment, and vehicles; transporting maintenance of way employees; mowing; installation, maintenance, and repairs of turntables, platforms, walkways, and handrails; head wall and retaining wall erection; cleaning, sandblasting, and painting of machines, equipment, bridges, turntables, platforms, walkways, handrails, buildings, and other structures or facilities; rough and finish carpentry work; concrete and masonry work; grouting, plumbing, and drainage system installation, maintenance, and repair work; cooling and heating system installation, maintenance, and repair work; fuel and water service work; roof installation, repairs, and removal; drawbridge operation and maintenance and any other work customarily or traditionally performed by BMWWE represented employees. In the application of this Rule, it is understood that such provisions are not intended to infringe upon the work rights of another craft as established. It is also understood that this list is not exhaustive.

It is agreed that in the application of this Scope that any work which is being performed on the property of any former component railroad by employees other than employees covered by this Agreement may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective

date of this Agreement; and it is also understood that work not covered by this Agreement which is being performed on the property of any former component railroad by employees covered by this Agreement will not be removed from such employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

In the event the carrier plans to contract out work within the scope of this Agreement, except in emergencies, the carrier shall notify the General Chairmen involved, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto. "Emergencies" applies to fires, floods, heavy snow and like circumstances.

If the General Chairmen, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the carrier shall promptly meet with him for that purpose. Said carrier and Organization Representatives shall make a good faith attempt to reach an understanding concerning said contracting, but, if no understanding is reached, the carder may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith.

All National Contracting Agreements apply, see Appendix "M"

Definitions:

(1) The term "union representative" means an individual certified by the Brotherhood of Maintenance of Way Employees.

(2) Except as otherwise specified, all reference to number of days in this Agreement means calendar days.

(3) The terms "displace" and "displaced" as used in this Agreement mean physical displacement.

(4) The term "change in residence" as used in this Agreement means outside a radius of 30 miles from his residence. The last recorded address with the Company shall be his il residence."

(5) Except as defined otherwise, the term "fixed headquarters" as used in this Agreement means a position that is stationary, non-mobile, that an incumbent's day begins and ends at that assigned fixed location.

RULE I-SENIORITY CLASSES

The seniority classes and primary duties of each class are:

B & B Department

A. Inspector Roster:

Inspector -Includes Scale, Bridge and Building Inspectors

Inspect scales, bridges, buildings and other structures.

B. Bridge and Building Roster:

1 . B & B Foreman- In charge of Plumbers and B & B Mechanics

Direct employees assigned under his jurisdiction.

2. B & B Assistant Foreman

Direct and work with employees assigned to him under the supervision of a Foreman.

3. B & B Mechanic-Carpenters, Painters, Masons

Construct, repair and maintain bridges, buildings and other structures.

C. Plumber Roster:

1 . Plumber

Construct, repair and maintain plumbing, piping facilities, including water service, refrigeration and cooling.

D. Machine Operator Roster:

Machine Operator-Mechanics, Machine Operators

Operate the following machines: Backhoe, Bridge Tie Crane, Locomotive Crane, Truck Crane, Pile Driver.

E. Bridge Roster:

Operator\Tender

Operate Bridges and perform routine maintenance on bridges.

Track Department

A. Inspector Roster:

1 . Track Inspector

inspect track, roadbed and related track appliances, devices and appurtenances thereto.

2. Assistant Track Inspector

Work with Track Inspector inspecting track, roadbed related track appliances, devices and appurtenances thereto.

B. Track Roster:

1 . Track Foreman

Direct employees assigned under his jurisdiction.

2. Assistant Track Foreman

Direct and work with employees assigned to him under the supervision of a foreman.

3. Trackman

Construct, maintain, repair, inspect and dismantle track and appurtenances thereto.

***Trackman- Operator (assigned from trackmen roster)**

Operate the following machines:

**Track Grinder(all)
Cross Grinder(RTW)
Power Track Wrenches**

**Power Track Drill
Power Rail Saw
Joint Sprayer(Fairmont)
Compactor(Jackson)
Rail Sprayer(RMC)
Tie Drill
Power Jack
Anchor Applier
Tie Gandy
Spike Master
Fairmont Extruder
Hydranewer
Tie Borer
Tie Plug Driver
Dunrite Gauger-Rail Gang
Obert Abrasive Rail Saw
Scrap Cart-Rail Gang
Anchor Cart-Rail Gang
Cradle Cart-Dual Rail Gang
Center Line Marker-Dual Rail Gang
Cross Slotter- Surfacing Gang
Tie Plate Broom(Remote)
Vertical Bolter**

Note: Trackmen assigned to operate the machines listed above will be compensated the Production Trackman scheduled rate.

C. Machine Operator Rosters:

1. "A" Machine Operator

Operate the following machines:

**Locomotive Crane
Burro Crane
Crawler Crane
Truck Crane
Brandt Truck
Pettibone Crane
Gradall - Hydraxcavator
Pile Driver
Production Tamper(with auto. raising & lining)**

**Jordan Spreader
Undercutter/Cleaner
Jimbo Material Handier
Track Stabilizer
Soil Test Machine
Car Mover
Multi-Cranes
Beilhack Snow Blower
CAT Tamper
Bulldozer
Front End Loader
Backhoe
Crossing Machine-Speedswing
Tampers (without auto. raising & lining)
Ballast Regulator
Road Grader
Tie Inserter or Injector
Yard Cleaner
Auto Track - Loram (Mannix)
Switch Undercutter
Plasser Cribber
Tie Handler
Tie Saw
Tie Shear
Brush Cutter (on track)
Audiogage
Jet Snow Blower
Double Broom
Ballast Compactor
Klipper Brushcutter
Tie Exchanger
FEL W/Snow Blower
Adzers
Automatic Spikers
Auto Clip Setter/Applicator
Truck-Mounted Snow Jet
Super CAT Tamper
Excavator(Modified for Tie Unloading/Loading)
Track Stabilizer with Liner
Gauger/Liner (Dual Rail Gang)
Hi-Speed Auto Switch Tamper**

Employees obtaining Machine Operator-Class A seniority shall also obtain seniority as Machine Operator-Class B if they do not already possess such seniority.

2. "B" Machine Operator

Operate the following machines:

- Boltmaster
- Joint Straightner
- Track Liner
- Handyman
- Automatic Anchor Applier
- Tie Spacer
- Snow Flanger
- Weed Bumer or Rail Heater
- Brush Cutter- Off track
- Tie Bed Scarifier/Inserter
- Tie Butt Pusher
- Fairmont Tie Extruder - Large
- Wide Gauge Rail Threader- Dual Rail Gang
- Standard Gauge Rail Threader- Dual Rail Gang
- Cribber - Dual Rail Gang
- Gauge Spiker - Dual Rail Gang
- Rail Gang Air Compressor
- Tie Destroyer
- Snow Plow
- Anchor Spreader
- Anchor Adjuster
- Plate Remover - Single
- Plate Remover - Dual
- Scrap Loader
- Automatic Rail Lifter
- Norberg Grabber Spike Puller
- Cribber-Rail Gang
- Anchor Remover
- .Scrap Loader(RMC)
- Multiple Drill
- Bolt Machine
- Spike Puller (self-propelled)
- Rail Lifter-Tie Gang
- Tractor Mower
- Pandrol Clip Squeezer (self-propelled)

Slave Broom

Note: Any machines not listed in the above machine classes which should be included shall be considered to be in the appropriate class the same as though they were listed. If any machines are subsequently introduced in the service, the class in which they should be listed and the rates of pay for the operators of such machines shall be agreed upon in accordance with Rule 37.

D. Vehicle Operator Roster:

Vehicle Operator

Vehicle Operator operates all highway or rail-highway vehicles:

**Boom Trucks
Dump Trucks
Log Loaders
Grapple Trucks
Semi-LowBoy
Buses
Fuel Trucks
Six Man Pick-up Trucks**

E. Lubricator Maintainer Roster:

Lubricator Maintainer

Lubricate track and appurtenances.

F. Crossing Watchman Roster:

Crossing Watchman

Protect traffic at grade crossings.

Welding Department

A. Welder Roster:

1. Welder Foreman-Includes Track and Structural Welder Foremen
Direct employees assigned under his jurisdiction.
2. Welder-Includes Track and Structural Welders
Perform welding of track and appurtenances.
3. Welder Helper-Includes Track Helpers and Structural Helpers
Assist Welder.

RULE 2 - APPLICATION FOR EMPLOYMENT

Section 1. Probationary Period

Applications for employment will be rejected within sixty (60) days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Company must be declined in writing to the applicant.

Section 2. Omission or falsification of information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the Company for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Company had timely knowledge of it.

RULE 3 - SELECTION OF POSITIONS

Section 1. Assignment to position

In the assignment of employees to positions under this Agreement, seniority shall govern. The word "seniority" as used in this Rule means, first, seniority in the class in which the assignment is to be made, and thereafter, in the lower classes, respectively, in the same group in the order in which they appear on the seniority district roster. If required, the awardee will be given equal and fair instruction and training up to a period of

thirty (30) days depending on the position in order to become qualified for the position.

Employees making application for or bidding advertised positions that do not possess seniority in the class will be given preference as follows:

- 1 . Employees with the earliest established M of W seniority date in lower classes on the home seniority district.
2. Employees with the earliest established M of W seniority date in the department on the home seniority district.
3. Employees with the earliest established M of W seniority date on the home district.

If no bids are received from the home district, the following will apply:

1. Employees with the earliest established M of W seniority date in the class, then lower classes.
2. Employee with the earliest established M of W seniority date.

Section 2. Qualifications for positions when exercising seniority.

An employee exercising seniority will be permitted, on written request, or may be required, to give a reasonable, practical demonstration of his qualifications to perform the duties of the position. In the event no agreement occurs on the performance of an employee, he may request a committee to be formed of one (1) Union Representative and one (1) Company Representative to determine qualifications. If determination of the committee is not satisfactory to the employee he may follow the procedures under Rule 24 of this Agreement.

Section 3. Advertisement and award.

(a) All positions and vacancies will be advertised within thirty (30) days previous to or within twenty (20) days following the dates they occur. The advertisement shall show position title, rate of pay, headquarters, tour of duty, rest days and designated meal period.

(b) Advertisements will be posted on Monday or Tuesday and shall close at 5:00 PM on the following Monday. Advertisement will be posted at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions during which time an employee may file his applications.

(c) Bid for a new position or vacancy advertised under this Rule must be filed with the official whose name appears on the advertisement. Each furloughed employee shall have the ability to submit application for any advertised position.

(d) Awards will be made and bulletin announcing the name of the successful applicant will be posted within seven (7) days after the close of the advertisement. This Rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfers must be made within five (5) days.

(e) An advertisement may be canceled within five (5) days from the date advertisement is posted. The carrier will post an explanation of the reason for the cancellation on the notice of cancellation.

(f) An employee who desires to withdraw his bid or application for an advertised position or vacancy must file his request, in writing, with the official whose name appears on the advertisement within seven (7) days from the date the advertisement is posted.

(g) Upon request, the Designated Officer will furnish information to employees affected by force reduction either by fax, phone message or bulletins showing the current location of the remaining work forces including the names, job classes, seniority dates, work week schedule, starting time, lunch period, and headquarters. In addition, CSXT will provide a toll free calling number for all CSXT employees to obtain current information concerning seniority which they may exercise and/or eligibility for protective payments. Copy of advertisements, awards and abolishments will be furnished the General Chairmen, Vice General Chairmen, and Local Representatives.

(h) Except as otherwise provided in this Agreement, it is understood that an employee shall be assigned duties associated with the job class he was assigned by bulletin award.

(1) All vacancies must be filled or proper abolishment notice posted.

Section 4. Filling temporary vacancies

(a) A position or vacancy may be filled temporarily pending assignment. When new positions or vacancies occur, the senior qualified available employees will be given preference, whether working in a lower rated position or in the same grade or class pending advertisement and award. When furloughed employees are to be used to fill positions under this Section, the senior qualified furloughed employees in the seniority district shall be offered the opportunity to return to service. Such employees who return and are not awarded a position or assigned to another vacancy shall return to furlough status.

(b) An employee so assigned may be displaced by a senior qualified employee working in a lower rated position or in the same grade or class, provided displacement is made prior

to the starting time of the assigned tour of duty, by notice to the foreman or other officer in charge.

(c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled. The provisions of this paragraph (c) apply only when positions are filled by the Company in accordance with paragraph (a) of this Rule, and when an employee in the exercise of seniority displaces a junior employee. The provisions of this paragraph (c) do not apply to employees assigned by the company to fill vacancies or new positions pending advertisement after they have expressed a desire not to be assigned.

(d) An employee assigned to temporary service may, when released, return to the position from which taken without loss of seniority; in the event the position from which he was taken has been permanently filled by a senior employee in the exercise of seniority or abolished during his absence, he may exercise his seniority in accordance with provisions of Rule 4, Section 2.

(e) The word "senior" as used in paragraph (a) of this Section means, first, senior in the class in which the assignment is to be made and, thereafter, in the lower classes respectively, in the same group in the order in which the classes appear on the seniority roster. The word "senior" as used in paragraph (b) of this Section means either senior in the class in which the assignment has been made or senior in the highest class in the same group in which the employee assigned holds seniority.

(f) Vacancies which are not advertised may be filled in like manner.

Section 5. Failure to qualify - Advertised position

An employee failing to qualify for a position within thirty (30) days will not acquire seniority dating on the position for which he failed to qualify and will, within five (5) working days, return to his former position unless it has been abolished or filled by a senior employee, in which event he may exercise seniority.

Section 6. Application for former position vacated.

When an employee bids for and is awarded a position, his former position will be declared vacant and advertised. Such employee cannot make application for the position he has just vacated, unless his new position is abolished or he is displaced therefrom or if his former position is vacated by the employee who filled the vacancy, he may then make application and his application will be considered.

RULE 4 - SENIORITY

Section 1. Seniority date

(a) Except as provided in Rule 3, Section 5, seniority begins at the time the employee's pay starts. If two (2) or more employees start to work on the same day, their seniority rank on the roster will be in alphabetical order. An employee assigned to a position of higher class than trackman will begin to earn seniority in such higher class and lower class on the same seniority roster in which he has not previously acquired seniority from the date first awarded an advertised position in such higher class. He will retain and accumulate seniority in the lower class from which assigned. An employee entering service in a class above that of trackman will acquire seniority in that class from the date assigned to an advertised position and will establish seniority as of the same date in all lower classes on the same seniority roster. An employee displacing a junior employee who was promoted in his absence in accordance with Rule 5(a) shall acquire the same seniority date as the employee displaced and shall rank immediately above such employee.

(b) If two (2) or more employees acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as in the class from which promoted. If promoted from different classes, they will be ranked in accordance with their earliest seniority dates.

(c) No new employee will obtain a roster standing until he has performed 60 days of service. New hires assigned to Service Lane Gangs will be given the choice of which seniority district they wish to establish seniority, provided they advise the Director Employee Relations no later than sixty (60) days after establishing seniority. If such election is not timely made, he will establish seniority in the class on the seniority district nearest to his place of residence.

(d) An employee awarded a position in a Service Lane Gang in which he has no seniority will acquire seniority in that class and lower classes on his home seniority district.

Section 2. Exercise of seniority.

(a) Except as otherwise provided, an employee may exercise seniority to a position for which he is qualified:

1. when his position is abolished;

2. when the senior employee displacing him physically assumes the duties of the position;

3.* when the starting time of his position is changed more than one (1) hour except changes caused by Daylight Saving Time;*

4.* when the rest days of his position are changed;

5. when returning from a supervisory or official position;

6. when returning from leave of absence, sickness, jury duty, disability, special duty, vacation or suspension and his former position has been abolished or filled in the exercise of seniority;

7. when headquarters are changed; or

8. when disqualified.

*Does not apply to forces covered by Articles IX and X of the February 6, 1992 Imposed Agreement.

(b) An employee entitled to exercise seniority must exercise seniority within ten (10) days after the date affected. Failure to exercise seniority to any fixed headquartered position not requiring a change in residence shall result in forfeiture of seniority. If he presents evidence to his supervisor that extenuating circumstances prevented the exercise of seniority, the ten (10) days specified above shall be extended proportionately to the extent of his absence on account of such circumstances. Disputes arising under this paragraph (b) will be handled under Rule 24.

It is also understood vacation time taken will extend displacement time to the extent of his vacation. An employee who is unable to so exercise seniority or who elects not to exercise other seniority, shall be furloughed.

(c) Furloughed employees desiring to protect their seniority will keep their correct address and phone number on file with the Company and the General Chairman. The parties agree that this paragraph (c) will not be construed as the method to recall furloughed employees. The only method is described below in Section 3 of this rule. (Also see National Addendum to Agreement dated September 26, 1996, -Section 23).

Section 3. Return to service

An employee not in service will be subject to return to work from furlough in seniority order in any class to a fixed headquartered position in which he holds seniority not requiring a change in residence. If he fails to return to service within ten (10) days from

date notified by certified mail to his last recorded address for a position or vacancy of thirty (30) days or more duration, he will forfeit seniority only in the district and class recalled to under this Agreement. Forfeiture of seniority under this paragraph will not apply when an employee furnishes satisfactory evidence to the officer signatory to notification that failure to respond within ten (10) days was due to conditions beyond his control. Copy of recall letter shall be furnished the designated union representative.

Section 4. Appointment to official or supervisory positions - Retention of seniority

(a) Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BMWWE shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority.

(b) Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMWWE shall retain the current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

(c) An employee now filling or who may hereafter accept a supervisory position with the carrier, including supervisory positions represented by other unions, or official positions with the Company, shall retain and accumulate seniority. An employee returning from a supervisory or official position must displace any junior employee in the seniority district from which promoted within thirty (30) days from the date he leaves such supervisory or official position in accordance with Section 2 of this Rule.

Section 5. Seniority Districts

The seniority rights of employees are confined to their respective seniority districts, as follows:

CSXT SENIORITY DISTRICTS

Former B & O

Baltimore East

Baltimore West

Cumberland

Pittsburgh East

Pittsburgh West

plus former Conrail Harrisburg

Former B&O continued

Three Rivers East
Three Rivers West
Monongah East
Monongah West

Akron/Chicago East
Akron/Chicago West
Ohio/Newark North
Ohio/Newark South
Toledo East
Toledo West
St. Louis East
St. Louis West
New Rock
Buffalo North and South (no track)

plus piece of C & O Hocking Gallipolis to Hobson
and piece of B & O Ohio South Belpre to Relief

plus former Conrail Chicago and Youngstown

Less Chillicothe to C & O Northern
Less Rossford to C & O Hocking

Former B & OCT

Former C & EI

Former Conrail

Mohawk
New England
Buffalo
Cleveland (except Rockport Yard to NS)
Southwest (except Marion/Anderson to NS)
New Jersey/Philadelphia
Columbus

Former C & O (Chesapeake)

Barboursville
Newport News/Richmond
Clifton Forge
Hinton
NF&G
Huntington
Ashland
Russell
Cincinnati/Chicago
Northern

Plus B & O Ohio South lines around Chillicothe

Former C&O (Chesapeake) continued

Hocking Plus B & O Toledo East lines at Rossford
Plus Conrail Toledo
Plus Toledo Terminal

Former C&O (Pere Marquette)

District 1 - Michigan
District 2 - Canada

Former Georgia Group (GA, A&WP, WR of A, AJT)

Former L & N

Cincinnati
Eastern Kentucky
Cumberland Valley
Knoxville & Atlanta
Louisville
Henderson
St. Louis
Birmingham North
Birmingham South
Montgomery & New Orleans
Pensacola
Nashville Terminals
Nashville
Chattanooga & Atlanta

Former Monon

Former RF & P

Former Seaboard Coast Line

Atlanta/Waycross
Florence/Savannah less Fernadina to Seale to Jax/Tampa
Jacksonville/Tampa plus Fernadina to Seale from Flo/Sav
Raleigh/Rocky Mount

Former Western Maryland

Western Maryland East
Western Maryland West

(c) Except as modified by Article 12 of the February 6, 1992 Imposed Agreement, the seniority districts hereby established may only be changed by agreement between the Highest Designated Labor Relations Officer and the involved General Chairmen. When the territory of an operating division is subsequently changed, either party may request a meeting to negotiate changes in seniority districts.

Section 6. Seniority Rosters

(a) A roster, revised as of January 1 and to be posted by March 1, showing the employee's seniority date in the appropriate seniority district will be posted within such seniority district at headquarter points where employees are required to work. Copies of all rosters will be furnished the General Chairmen and the involved local representative(s).

(b) Employees shall have ninety (90) days from the date the roster is posted to file a protest, in writing, with the designated officer of the Company, with copy furnished to the General Chairman and local representative. Employees off duty on leave of absence, furlough, sickness, disability, jury duty or suspension at the time the roster is posted, will have not less than ninety (90) days from the date they return to duty to enter protest.

(c) No change on seniority rosters will be made by the Company without conference and agreement with the involved union representative.

RULE 5 - RETURN TO DUTY AFTER LEAVE OF ABSENCE, SICKNESS, ETC. EXERCISE OF SENIORITY

(a) With the exception of Rule 4 Section 4, and Rule 8 of this Agreement, an employee returning to duty after leave of absence, vacation, sickness, jury duty, disability, or suspension shall return to his former position and may, within five (5) days after his return to his former position, exercise displacement to any position in any classification advertised during his absence or may displace any junior employee promoted during his absence, subject to Rule 3, Section 1. However, if the position no longer exists or is filled by a senior employee before he is able to exercise the displacement, within thirty (30) days of his return, he shall make a written request to the Designated Officer requesting the same seniority date (one rank ahead) of the junior employee promoted subject to Section 1 of Rule 3.

(b) If, during such absence, his former position is abolished or filled by another employee in the exercise of seniority, he may exercise seniority as outlined in Rule 4, Section 2 or may displace any junior employee in any class promoted during his absence, subject to Rule 3, Section 1.

(c) An employee displaced from his position by the return of an employee from leave of absence, vacation, sickness, jury duty, disability, or suspension shall exercise seniority as outlined in Rule 4, Section 2.

(d) An employee, failing to exercise seniority within the five (5) days specified in paragraph (a) of this Rule, will forfeit the right to exercise seniority.

RULE 6 - REDUCING FORCES

(a) Notice of force reduction or abolishment of positions shall be given prior to starting time. The notice shall not be less than five (5) working days (four (4) working days for four (4) day gangs) in advance and bulletin shall be promptly posted identifying the positions to be abolished, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of the Company's operations in whole or in part. Such temporary force reductions affected by any suspension of operations. Notwithstanding the foregoing any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position. A copy of the bulletin shall be furnished to the designated union representatives.

(b) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company's operation in whole or in part is due to a labor dispute between the Company and any of its employees.

(c) This Rule will be applied so that the notice will be given on an assigned working day of the position.

(d) Notice of abolishment cancellation shall be given to the affected employees and a bulletin posted before the close of the tour of duty of the 5th day (4th for four day work week position).

RULE 7 - LEAVE OF ABSENCE

(a) When requirements of the service will permit and if satisfactory reason is given therefor, employees, upon written request, shall be granted leave of absence for a limited time, without loss of seniority. If for thirty (30) days or less, request must be made to the employee's supervisor. If more than thirty (30) days, request must be made to the Designated Officer, in writing, with a copy to the designated union representative. Leave of absence in excess of ninety (90) days shall not be granted unless agreed to

between carrier's Highest Designated Labor Relations Officer and the General Chairman. Employees failing to return when leave of absence expires will forfeit seniority unless proper extension has been obtained.

(b) An employee on leave of absence who engages in outside employment, will forfeit his seniority unless authorized by agreement between the carrier's Highest Designated Officer and the General Chairman.

(c) The employee may return to service prior to the full completion of the leave of absence upon giving one (1) days' advance notice to the Designated Officer.

(d) An employee given a leave of absence will retain and accumulate seniority during the period of such leave of absence.

(e) An employee shall be granted a leave of absence to serve as an accredited representative of the Brotherhood of Maintenance of Way Employees. Upon notice an employee shall be granted a leave of absence to serve as a duly accredited representative of the Brotherhood of Maintenance of Way Employees. Such employee will give his immediate supervisor as much advance notice when taking such leave but not less than twenty four (24) hours when taking such leave. This notice applies to a leave of absence for a short duration (one day at a time) or a long duration in excess of thirty (30) days. Upon request, such employee will furnish documentation to verify his leave of absence. Such employees will retain and accumulate all seniority and shall be considered as having been in continuous compensated service of the company for the purpose of calculating his continuous vacation qualifying purposes. In addition, where contractual and/or statutory employee protective arrangements contemplate calculation of an employee's average monthly compensation and average monthly time paid over a certain number of months, any months or parts of months in which the employee was absent on union leave will be credited as though it had been a period of active service for the company. Calculation of average monthly compensation and average monthly time paid for any such number of months will exclude months or parts of months during which the employee was on leave. However, if the entire period of months being considered in the calculation of average monthly compensation and average monthly time paid consists of months on leave, the average of the average monthly compensation and average monthly time paid for the two protected employees immediately above and below him on the same seniority roster will be used, provided however that the compensation and time worked of such protected employee(s) who did not work during part of the relevant period for reasons other than insufficient seniority to hold a position (e.g., sick leave, disability, disciplinary suspension, etc) will be excluded from the calculation of average compensation and average time, as if such protected employee did not appear on the same seniority roster.

RULE 8 - ACCEPTING POSITIONS UNDER OTHER AGREEMENTS

An active employee may be granted a leave of absence to make application for or accept a position coming within the scope of any other craft agreement. Such employee will have his seniority protected in the BMWWE provided he continues to maintain retention fees with the BMWWE. If he fails to maintain his monthly fees during the time on leave, he will forfeit all BMWWE seniority. The carrier will advise him/her of such forfeiture by Certified Mail within ten (10) days of receipt of such notice from the Organization.

RULE 9 - TIME ALLOWANCES

(a) Except as otherwise provided, eight (8) consecutive hours (ten (10) hours for four (4) day gangs), exclusive of meal period, worked or held for duty, shall constitute a day.

(b) Working time shall not be reduced to less than five (5) consecutive eight (8) hour days per week or four (4) consecutive ten (10) hour days per week.

(c) When one of the holidays specified in Rule 13, occurs on a day an employee would otherwise be assigned to work, time in such week will be reduced by one (1) day, ten (10) hours for a four (4) day gang. When such a holiday is worked, the employees will be paid at time and one half rates.

(d) This Rule shall not be construed as restricting or prohibiting changes in the number of hourly rated employees based on the requirements of service.

RULE 10 - 40 HOUR WORK WEEK

Note: The expressions "positions" and "work" as used in this Rule refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the work week of the individual employees.

(a) General

The carrier will establish for all employees, subject to exceptions contained in these rules, a work week of 40 hours consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with carriers operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the following provisions.

(b) Five-day Positions

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) Six-day Positions

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-day Positions

On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments

(1) All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. When no guarantee rule now exists, such relief assignments will not be required to have five days of work per week. Relief employees shall be paid the rates applicable to the positions on which relief service is performed. If a relief assignment includes relief service on two positions on one day, the straight time rate of each position shall be paid, but this does not contemplate working a relief employee through two consecutive shifts.

(2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving. Exceptions to "same class" may be made where mutually agreeable to parties hereto.

(f) Deviation from Monday-Friday Week

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

(g) Nonconsecutive Rest Days

The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraph (c), (d), and (e), the following procedure shall be used:

- 1 .All possible regular relief positions shall be established pursuant to this Rule 8, paragraph (e).
2. Possible use of rest days other than Saturday and Sunday by agreement or in accordance with other provisions of this agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreement, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(h) Rest Days of Extra or Furloughed Employees

To the extent extra or furloughed men may be utilized under the applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(1) Beginning of Work Week

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

Sunday Work

Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(k) Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none exists on August 31st, 1949.

(1) Production crews (a mobile and mechanized gang consisting of ten (10) or more employees), including locally based supporting BMW forces whose assignment is associated with that of a production crew to the extent that a different work week of rest days for such crews, on the one hand, and such supporting forces, on the other, would delay the work or otherwise interfere with its orderly progress, may be established consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days shall be either a Saturday or a Sunday, and both weekend days shall be designated as rest days where there is no need for weekend work.

(m) Production crews, and local supporting forces, as defined above, may be established consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed workweek will include either Saturday or Sunday. However, where there is no carrier need for weekend work, production crews will be given both weekend days as rest days.

RULE 11 -OVERTIME

(a) Time worked preceding or following and continuing with a regularly assigned work period shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of work in any 24 hour period computed from the starting time of the employee's regular shift. An employee who is required to work twenty-four (24) continuous hours during his regular work week will have the option to remain for his next assigned regular shift. If the regular shift is worked it will be paid at time and one-half. If the employee chooses to go home for rest during his regular shift (8 hours), it will be without loss of pay, so long as an operational service need allows the carrier to provide the employee the option. It is understood the employee who does go home for rest will receive his regular shift at the straight time rate. It will be management's option to release the employee to go home for rest after he completed the twenty-four (24) continuous hours. The time sent home (during regular shift) will be paid the straight time rate and will be considered as time worked.

(b) The starting time of the work period of other than regularly assigned employees temporarily brought into service in emergencies, will be considered as of the time they commence work or are required to report.

(c) Time worked in excess of forty (40) straight-time hours in any work week shall be paid at time and one-half rates except where such work is performed by an employee due to moving from one (1) assignment to another or where days off are being accumulated in accordance with the provisions of Rule 10.

(d) Employees worked more than five (5) days (four (4) days for four (4) day gangs) in a work week shall be paid at time and one-half rates for work on the remaining days of their work weeks, except where such work is performed by an employee moving from one (1) assignment to another or where days off are being accumulated in accordance with provisions of Rule 10.

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(f) Time spent by such employees making out reports that have been or are agreed upon by the carrier's Highest Designated Labor Relations Officer and the General Chairmen shall not be considered as time worked for which additional compensation is required.

(g) If during the time on the road an employee is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each assigned day, when such irregular service prevents the employee from making his regular daily hours on assigned territory.

(h) An employee will not be required to suspend work for the purpose of absorbing overtime.

RULE 12 - STARTING AND ENDING TIME AND CHANGES THEREIN

(a) Except as otherwise provided, time of employees will start and end at their advertised headquarters.

(b) Daylight assignments shall start between 6:00 AM and 8:00 AM.

(c) Starting times outside the hours specified in paragraph (b) of this Rule may be established by agreement, in writing, between the Designated Officer, and designated union representative.

(d) Starting times will not be changed without first giving employees affected thirty-six (36) hours posted notice and then not more often than every seven (7) days.

(e) The starting time for production crews (a mobile and mechanized gang consisting of ten (10) or more employees), including supporting BMW forces who are directly involved, shall be between 4:00 a.m. and 11:00 a.m. and shall not be changed without thirty six (36) hours notice, except that forty eight (48) hours notice shall be given for a change which is greater than four (4) hours. Starting times shall remain in effect for at least five (5) consecutive days. The BMW may contest the creation of new starting times through arbitration procedure set forth in Article XVI of the February 6, 1992 Imposed Agreement. If the carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees.

(f) Other starting time may be agreed upon for production crews, as defined above, or for regular assignments involving service which is affected by environmental conditions or governmental requirements or for work that must be coordinated with other operations in

order to avoid substantial loss of right of way access time; however, no production crew, as defined above, or regular assignment shall have a starting time between midnight and 4:00 a.m. If the parties fail to agree on such other starting times, the matter may be referred to arbitration in the same manner described in Article XVI of the February 6, 1992 Imposed Agreement. Similar notice requirements regarding starting times, as described above, shall apply.

RULE 13 - HOLIDAY - REST DAY WORK

(a) Service performed on assigned rest days and on the following legal holidays, namely:

In the United States

New Years Eve
New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Thanksgiving Day
Christmas Eve
Christmas

In Canada

New Years Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Day (Providence of Ontario)
St. Jean Baptiste Day (Province of Quebec)
Labour Day
Thanksgiving Day
*Christmas Eve
Christmas
*New Year's Eve

The day before Christmas and\or New Year's day is observed
The day after Thanksgiving is observed

shall be paid for at the rate of time and one-half, computed on the actual minute basis with a minimum of four (4) hours at the straight time rate for two (2) hours and forty (40) minutes work or less. Such work in excess of sixteen (16) consecutive hours shall be paid at the double time rate.

(b) When any of the above holidays fall on Sunday, the day observed by the State shall be considered the holiday.

(c) When a holiday falls within a four (4) day work week, it may, by agreement between the General Chairmen and the carrier's Highest Designated Labor Relations Officer, be shifted to the first or last work day of the work week.

RULE 14 - PAID HOLIDAYS

(a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned employee shall receive eight (8) hours pay for a five (5) day assignment, and ten (10) hours for a four (4) day assignment at the straight time rate of the position to which assigned for each of the holidays enumerated in Rule 13. See Rule 34(a) for Holiday credits.

(b) Subject to the applicable qualifying requirements in paragraph (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays for pay in lieu thereof, provided (1) compensation for service paid him by the Company is credited to eleven (11) or more of the thirty (30) days immediately preceding the holiday and (2) he has had a seniority date for at least sixty (60) days or has sixty (60) days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with the union shop agreement, or disapproval of application for employment.

(c) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Company is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

(d) All others for whom holiday pay is provided in paragraph (a) hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

(1) Compensation for service paid by the Company is credited; or

(ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

(c) When any of the holidays enumerated in Rule 13, or the day observed, falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this Rule provided he meets the qualification

requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the ten (10) recognized holidays, or the day observed.

(d) Special qualifying provision for employees qualifying for both the Christmas Eve and Christmas Day holiday:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday. An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(e) Under no circumstance will an employee be allowed more than one (1) overtime payment for service performed by him in a holiday which is also a work day, a rest day and/or a vacation day.

RULE 15 - WORKING LESS THAN FULL DAY WHEN WEATHER CONDITIONS PREVENT WORK BEING PERFORMED

Employees in all gangs reporting at their regular starting time and place for the day's work, and when weather conditions prevent work being performed as determined by the supervisor in charge, will be allowed a minimum of four (4) hours (five (5) hours for (4) day gangs); if held on duty beyond four (4) hours (five (5) hours for four (4) day gangs), they will be paid on a minute basis.

RULE 16 - CALLS

(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid thereafter, a minimum of two (2) hours and forty (40) minutes at the rate of time and one-half. If held on duty longer than two (2) hours and forty (40) minutes, they shall be paid at the applicable overtime rate on the actual minute basis. Time will be considered continuous if an employee is called and reports within sixty (60) minutes after his assigned working hours.

(b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time required to report and end when released at headquarters. The time of employees so called to perform such service immediately shall begin at the time called and end when they are released at their headquarters.

RULE 17 - PREFERENCE FOR OVERTIME WORK

Section 1- Non-mobile gangs:

(a) When work is to be performed outside the normal tour of duty in continuation of the day's work, the senior employee in the required job class will be given preference for overtime work ordinarily and customarily performed by them. When work is to be performed outside the normal tour of duty that is not a continuation of the day's work, the senior employee in the required job class will be given preference for overtime work ordinarily and customarily performed by them.

(b) If additional employees are needed to assist in the work, other employees located within the seniority district will be offered/called in the order of their seniority, in the required job class.

Section 2- Mobile gangs:

When the work involved is of a specialized nature, such as production work, rail laying, tie installation, surface, etc., the gang ordinarily doing this type of work during the regularly assigned work period would be given preference for the continuation of this work outside of the regularly assigned work period with the employees in the gang being called in the order of their seniority, in the required job class. If other employees are needed to assist in the work, other production gang employees within the seniority district will be offered/called in the order of their seniority, in the required job class.

RULE 18 - MEALS AND LODGING

Section 1 - Regular Meal Period

Regular meal periods shall be observed at the work site or other convenient location between the beginning of the fourth hour and the beginning of the sixth hour computed from the assignment starting time, unless agreed upon by the carrier and the affected employees. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. Wash room facilities shall be provided where the job location requires a meal period to be observed at the work site. Wash room facilities are defined as: "hand washing

facilities, sufficiently proportionate to the crew size, which includes tepid water, sanitary soap (and /or solvent) and toweling.

Section 2 - When Regular Meal Period Not Observed

It is not the intent of this rule to allow the carrier to require employees to miss a meal period. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, affected employees shall be paid on a minute basis at the overtime rate and twenty (20) minutes in which to eat shall be granted at the first opportunity without deduction in pay.

Section 3 -Additional Meal Period

Employees required to render more than three (3) hours overtime service continuous with their regular assignment shall be accorded an additional meal period, the meal to be provided by the carrier, shall be allowed at intervals of not more than five (5) hours computed from the end of the last meal period.

Section 4 - Meals and Lodging - Employees with Fixed Headquarters

An employee taken off assigned territory to work elsewhere will be furnished meals and lodging by the Company. This paragraph will not apply to an employee customarily carrying midday lunch and not being held away from assigned territory an unreasonable amount of time beyond the evening meal hour.

RULE 19 - ASSIGNMENT TO HIGHER OR LOWER RATED POSITIONS

An employee may be temporarily assigned to different classes of work within the range of his ability. In filling the position which pays a higher rate, he shall receive such rate for the time thus employed, except, if assigned for more than four (4) hours, he shall receive the higher rate for the entire tour. If assigned to a lower rated position, he will be paid the rate of his regular position.

RULE 20 - ATTENDING COURT

(a) When attending court as witness for the Company, an employee will be allowed compensation equal to what would have been earned had such interruption not taken place, and, in addition thereto, reasonable actual expenses while away from headquarters.

(b) If an employee is required to attend court as a witness for the Company on a day that he is not assigned to work, he will be allowed eight (8) hours' pay at his straight time rate

(ten (10) hours if assigned a four (4) day ten (10) hour schedule) and, in addition thereto, reasonable actual expenses while away from headquarters.

(c) All fees and mileage accruing to an employee required to attend court as a witness for the Company will be assigned to the Company.

RULE 21 - PAYMENT FOR ATTENDING INVESTIGATIONS AND HEARINGS

(a) Except as mutually agreed between the carrier and Organization, investigations and hearings will be held on the charged employee's assigned working days.

(b) When attending an investigation or hearing by direction of an officer of the Company, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

(c) An employee attending an investigation or hearing that continues beyond the close of his tour of duty shall be compensated at the overtime rate for the time spent in attending such investigation or hearing.

(d) Actual, pertinent witnesses who attend investigations or hearings will be paid in the same manner as applicable by this Rule.

RULE 22 - EXAMINATIONS - PHYSICAL AND OTHER

When examinations are required by the Company, arrangements shall be made to take them without loss of time except:

(a) Examinations required of an employee returning from furlough, discipline, leave of absence or from absence caused by sickness, disability, or medical disqualification need not be given during the employee's tour of duty.

(b) Employees required to take examinations, other than those covered by paragraph (a) of this Rule outside the hours of their regular tours of duty will be paid therefor under the provisions of Rules 11 or 16, whichever is applicable. This includes urinalysis screening.

RULE 23 - WAITING OR TRAVELING BY DIRECTION OF COMPANY

Except as otherwise provided in this rule, an employee waiting and/or traveling by train, motor car, or any other method of transportation by the direction of the company outside his regular working hours will be compensated time and one-half.

(a) Travel time on work trains or work-wreck trains by employees assigned thereto will be paid for as working time.

(b) Employees traveling on a motor car, trailer or highway vehicle, who are required to operate, supervise (Foreman), flag or move the car or trailer to or from the track, or handle tools to and from such vehicles, shall be paid for time riding as time worked.

(c) As provided in Rule 16.

(d) An employee will not be allowed time while traveling in the exercise of seniority or between his home and designated assembling points, or for other personal reasons.

(e) Employees assigned and held responsible for bulldozers or other heavy machines being transported from one location to another will be paid for time riding as time worked.

(f) Work Site Reporting is restricted to a production gang or crew defined as a mobile and mechanized gang consisting of ten (10) or more employees. Any unpaid time traveling between the carder-designated lodging site and the work site shall be no more than thirty (30) minutes each way at the beginning and end of the workday.

(g) In addition to the weekend travel allowance provided for in Section 4 of the March 23, 1999 Agreement for Service Lane Work Territory Gangs, and the benefits of CSXT Labor Agreement 12-81-97, employees who are required to make a mid-week move from one lodging site to another lodging site during their regular working hours, and who drive their personal vehicles for transportation between such locations, shall be reimbursed for such use of their personal vehicles at the prevailing mileage rate (currently 31 cents per mile). Employees who are required to make a mid-week move from one lodging site to another lodging site outside regular working hours will receive the benefits of Section 8 of CSXT Labor Agreement 12-81-97. In addition, those employees who drive their personal vehicles for transportation between such locations shall be reimbursed for the use of their personal vehicles at the prevailing mileage rate (currently 31 cents per mile).

RULE 24 - CLAIMS AND GRIEVANCES

(a) A claim or grievance must be presented, in writing, by an employee or on his behalf by his union representative to the Designated Officer, or other designated official within sixty (60) days from the date of the occurrence on which the claim is based. The designated officer or other designated official shall render a decision within sixty (60) days from the date same is filed, in writing, to whoever filed the claim or grievance (the employee or his union representative). When not so notified, the claim will be allowed.

(b) A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the carrier's Highest Designated Labor Relations Officer by the employee or his union representative within sixty (60) days after the date it was denied. A claim or grievance meeting with the local committee will be placed on the docket for discussion at such meeting. When a claim or grievance is not allowed, the carrier's Highest Designated Labor Relations Officer will so notify, in writing, whoever listed the claim or grievance (employee or his union representative) within sixty (60) days after the date the claim or grievance was discussed of the reason therefor. When not so notified, the claim will be allowed.

(c) A claim or grievance denied in accordance with paragraph (b) will be considered closed unless within nine (9) months from the date of the decision of the carrier's Highest Designated Labor Relations Officer proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefor under the Railway Labor Act.

(d) The time limits specified in paragraph (b), (c) or (d) may be extended by agreement in any particular case. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

(e) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one (1) claim or grievance based thereon so long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof.

(f) When a claim for compensation is allowed, the employee and his union representative shall be advised, in writing, the amount and payroll involved.

(g) Except as mutually agreed between the Carrier and the Organization, claims, grievances, and other matters will be handled at bi-monthly meetings with the carrier's Highest Designated Labor Relations Officer. Except as mutually agreed, the location of such meetings will alternate from CSXT's Headquarters in Jacksonville, Florida, to a location within the geographical boundaries of the property preferred by the General Chairman or Vice General Chairman, BMW.

(h) No claims relating to inaccuracies in seniority rosters will be allowed prior to the submission of a protest in accordance with Rule 4, Section 6, nor for time periods prior to the filing of such protest.

(i) It is understood the duly accredited Organization representative, upon request, will be permitted to review relevant management records for the purposes of researching issues

related to enforcing the collective bargaining agreement. The following includes claims, appeals, hearing/investigation records, statements, and safety records.

RULE 25 - DISCIPLINE, HEARINGS, AND APPEALS

Section 1 - Hearings

(a) Except as provided in Section 2 of this Rule, employees shall not be suspended nor dismissed from service without a fair and impartial hearing nor will an unfavorable mark be placed upon their discipline record without written notice thereof.

(b) When a major offense has been committed, an employee suspected by the Company to be guilty thereof may be held out of service pending his hearing and he shall be given written confirmation thereof.

(c) An employee who is required to attend an investigation and or make a statement prior to a hearing in connection with any matter which may eventuate in the application of discipline to any employee shall be offered the opportunity to contact his accredited union representative before a statement is reduced in writing. A copy of his statement, if reduced in writing and signed by him, shall be furnished him and his union representative.

(d) An employee who is accused of an offense shall be given reasonable prompt advance notice, in writing, of the exact offense of which he is accused with copy to the union representative. The hearing shall be scheduled to begin within twenty (20) days from the date management had knowledge of the employee's involvement. A hearing may be postponed for a valid reason for a reasonable period of time at the request of the Company, the employee, or the employee's union representative. A hearing for a furloughed employee involving other than a major offense shall be automatically postponed and rescheduled within thirty (30) days of the employee's return to service.

(e) If the employee desires to be represented at the hearing, he may be accompanied by his union representative. The accused employee or his union representative will be permitted to question the witness insofar as the interests of the accused are concerned.

(f) Notice of discipline must be given within twenty (20) days following the close of the hearing. Copy of the transcript shall be given to the employee and two (2) to his representative.

Section 2 - Alternative to hearings

(a) An employee may be disciplined by reprimand or suspension without a hearing, when the involved employee, his union representative, and the authorized official of the

Company agree, in writing, to the responsibility of the employee and the discipline to be imposed.

(b) Discipline imposed in accordance with paragraph (a) of this Section is final with no right to appeal.

Section 3 - Appeal

(a) Appeal from discipline must be made, in writing, by the employee or on his behalf by his union representative to the carriers Highest Labor Relations Officer within fifteen (15) days after receipt of written notice of discipline. This appeal, when the discipline imposed is suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.

(b) At a hearing on appeal, an employee may attend or be represented by his union representative.

(c) After the appeal has been acted upon, the employee or his union representative shall be advised not later than thirty (30) days after the hearing, in writing, of his decision. If the decision in cases of suspension is to the effect that suspension will be imposed, whether in whole or for a reduced period, the stay referred to in paragraph (a) shall be lifted and the suspension shall be imposed.

(d) Further appeal will be subject to the procedural provisions of paragraph (c) of Rule 24.

(e) The time limits of this Rule may be extended by written agreement between the Company and the employee or his union representative. In the event the time limits are not complied with, the discipline or right of appeal shall be dropped as the case may be.

Section 4 - Exoneration

If a disciplined employee is exonerated on appeal, the discipline shall be stricken from his record. If an employee has lost time due to such discipline, he shall be paid the difference between the amount he would have earned had he not been disciplined and the amount he earned or received during the discipline period.

RULE 26 - ABSENT WITHOUT PERMISSION

(a) An employee unable to report for work for any reason must notify his supervisor as soon as possible.

(b) Except for sickness or disability, or under circumstances beyond his control, an employee who is absent in excess of fourteen (14) consecutive days without notifying his supervisor or proper carrier official will forfeit all seniority under this Agreement. The employee will be notified by certified mail, return receipt requested, with copy to the General Chairman advising them of such forfeiture of seniority. The employee or his representative may appeal from such action to the carrier's Highest Designated Labor Relations Officer within thirty (30) days under Rule 25, Section 3.

(c) It is understood this rule shall not apply to an employee involved in a medical dispute with the carrier's physician and the employee's physician, regarding his ability to work in connection with.

RULE 27 - DETERMINATION OF PHYSICAL FITNESS

(a) When an employee has been removed or withheld from his position due to his physical condition, the company physician or fee for service physician who removes the employee will fill out all forms concerning the disability for any and all insurance carriers and disability or sickness benefits. When the employee or union representative desires the question of his physical fitness to be finally decided before he is permanently removed or withheld from his position, the case shall be handled in the following manner:

(b) The General Chairman shall bring the case to the attention of the carrier's Highest Designated Labor Relations Officer. The Company and the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. These two doctors will confer and appoint a third doctor. Such board of doctors shall then fix a time and place for the employee to meet them. After completion of the examination, they shall make a full report in triplicate, one copy each to be sent to the carrier's Highest Designated Labor Relations Officer, the Medical Director and the General Chairman.

(c) The decision of the Board of Doctors setting forth employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical examination policy shall be final, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.

(d) The doctors selected for such board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will only be necessary for the employee to travel a minimum distance and, if possible, not be away from home for a longer period than one day. The Company and the Brotherhood shall each defray the expenses of their respective doctors. At the time their final report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate, one copy to be sent to the Medical Director

and one copy to the General Chairman. The Company and the Brotherhood will each pay one-half of the fee and traveling expenses of the third appointee.

RULE 28 - RATES OF PAY

Rates of pay in Appendix "P" shall be considered negotiated rates.

RULE 29 - ENTERING RATES

90%	First year
95%	Second year
100%	Third year

It is understood effective the date of this Agreement, the above entry rates will apply to the current affected employees. An example would be if an employee has completed one year at the time of the effective date of this agreement, the employee would be eligible to receive 95%. The same would apply for the employee with two or three years. In addition, the following classifications will not be subject to the entry rates:

- All Bridge and Building Dept. Classes
- Track Foremen and Assistant Track Foremen Equipment Roadway Mechanics
- All Machine Operators - except hand held machines such as rail saw, drills, bolt machines, etc.
- Welders & Helpers
- Vehicle Operators (positions requiring CDL & FHWA)

The time frame (entry rates) to reach 95% and 100% will be from the date the employee's entered (anniversary) service date. It is understood there will not be required service months or days in order to be eligible in the wage progression (entry rates).

RULE 30 - PAYING OFF

- (a) Employees will be paid off during regular working hours. Should the regular payday fall on a holiday, they will be paid on the preceding workday.
- (b) Where there is a shortage equivalent to one day's pay or more in the pay of an employee, a voucher will be issued promptly upon request to cover the shortage.
- (c) Employees leaving the service of the Company will be furnished with a time voucher covering all time due at the next scheduled payday for the pay period involved.

(d) Upon receipt of proper form, the carrier will reimburse employees entitled to expenses within thirty (30) days.

(e) In the event of an overpayment, the carrier will give advance written notice to the employee which will be sent to his last recorded address, certified mail return receipt requested. The employee shall be advised of the amount, and pay period in which the overpayment was made. If the employee does not dispute the overpayment, the carrier may recover such overpayment at a maximum of 20% in each pay period following the proper notice. However, if the employee disagrees that there was an overpayment, or disagrees with the amount of the contended overpayment, upon receipt of notice, the employee will appeal to the carrier's Highest Designated Labor Relations Officer under Section 3(a) of Rule 25 within fifteen (15) days. When such appeal is made, it will act as a stay in recovering the monies until after the employee has been given a hearing and the carrier responds under paragraph (c) of Rule 25. If the employee is not satisfied with the carrier's decision, further appeal will be subject to the procedural provisions of paragraph (c) of Rule 24.

RULE 31 - JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowance paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations.

(1) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty the Company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty: 39

(a) ends within four (4) hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 32-BEREAVEMENT

Bereavement leave, not in excess of three (3) calendar days following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. (See Appendix 1.)

RULE 33 - CHANGING DUTIES

When the duties of any position are changed or conditions develop so that an employee cannot satisfactorily perform the assigned work, he shall, if agreed to between the Designated Officer and the General Chairmen, be permitted to exercise his seniority rights over junior employees. Employees affected may exercise their seniority rights in the same manner.

RULE 34 - VACATION & HOLIDAY CREDITS

(a) Employees working a four (4) day work week will have the actual time worked for each of the four (4) work days posted on the time cards and in addition will receive credit for one and one quarter (1 1/4) days qualifying credit, for each day worked, to be applied towards vacation, and holiday eligibility requirements.

(b) Employees shall be permitted to take one week of their vacation allowance per year in less than forty (40) hour increments.

(c) A duly accredited representative who has been on leave of absence, shall, upon return to active service, be considered as having been in continuous compensated service of the Company for the purpose of calculating his years of service for vacation qualifying purposes, after he renders compensated service with the Company on the necessary number of days in a calendar year to qualify for a vacation in the following year.

RULE 35-TOOLS

The Company will furnish employees the necessary tools to perform their work.

RULE 36 - HEADQUARTERS

(a) Each designated headquarters as provided in these rules will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clean and sanitary condition.

(b) Inspection. Upon request, the above listed facilities will be inspected every year by the proper Company Officer and a union representative and a joint report will be made to the Designated Officer as to their findings, and any improper conditions will be corrected.

RULE 37 - MUTUAL AGREEMENT

Exceptions to any rule in this Agreement may be made only by agreement between the carrier's Highest Designated Labor Relations Officer and the General Chairmen.

RULE 38 - NON-DISCRIMINATION

(a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination toward any employee. This obligation to not discriminate in employment includes, but is not limited to, placement, transfer, demotion, rates of pay or other forms of compensation, selection for training, lay-off, and termination.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

RULE 39 - COMMERCIAL DRIVERS LICENSE

Section 1 - CDL and FHWA testing, Licensing and Certification

(a) Upon presentation of proof of expenditures, CSXT shall reimburse employees for all fees necessary to obtain CDL License for the first application. Once the CDL is obtained, subsequent additional endorsements required to maintain the license requirements will also be reimbursed.

(b) Employees shall be permitted the use of an appropriate CSXT vehicle to take CDL test provided that written request for the use of such vehicle is made to the Engineer of Maintenance of Track no less than five (5) working days prior to the CDL test.

(c) Failure of CSXT to provide a vehicle for CDL qualification upon proper written request shall result in the employee being considered CDL qualified for the purpose of job assignments until the next available CDL test for which CSXT provides a vehicle for testing purposes.

(d) No employee shall be denied assignment to a position based upon CSXT's failure to provide FHWA certification.

Section 2 - CIDL and FHWA Rates

Other than the Vehicle Operator class an employee who may be assigned to operate a vehicle which requires CDL will receive \$.30 per hour in addition to their regular rate for the entire workday.

Section 3

Vehicle operators will be the only job class required to obtain and maintain CIDL qualifications. However, some positions may be required to obtain CIDL and/or FHWA certification based on vehicle assigned. In this event, Sections 1 and 2 of this rule will apply-

RULE 40 - SAFETY COMMITTEES / LABOR MANAGEMENT, ETC.

It is understood the participation of the BMWWE in any Safety Program / Labor Management Committees are voluntary.

RULE 41 - PRINTING THE AGREEMENT

Within sixty (60) days of ratification of the agreement, the agreement will be reprinted by CSXT with any amendments and furnished to each employee. Employees will sign for their copy of the agreement.

RULE 42 - TRAINING

(a) When the carrier requests employees to attend training for positions to which currently assigned, they may be assigned to classroom or on-the-job training at such times and places as necessary.

(b) Training under this Rule will be offered to employees in seniority order as they appear on the seniority district rosters. When employees of the applicable class are exhausted, then the employees in lower classes of the rosters involved will be offered the training in order of their seniority. If there are no employees remaining in the lower classes, the training will be offered in the same manner positions are

assigned under Section 1 of Rule 3.

(c) Employees will be paid at the pro rata rate, not to exceed eight (8) hours per day, (unless assigned 4-10's) for classroom or on-the-job training, including necessary travel. Employees will be given reasonable advance notice concerning training assignments and scheduling of training sessions.

(d) When transportation to the training location is not provided, employees may, when authorized, use their private automobiles and will be reimbursed for expenses including mileage, meals and lodging.

(e) All reasonable efforts will be made to prevent situations from arising where an employee commences training without sufficient rest, or the training and travel exceeds eight (8) hours per day.

(f) During work weeks which include training, employees will be compensated in accordance with Rule 11 for any hours trained or worked over forty (40) hours in that work week.

RULE 43 - INTRA-CRAFT WORK JURISDICTION

Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the BMW and do not comprise a preponderant part of the total amount of time during an employee's tour of duty excluding travel time. Compensation shall be at the applicable rate for the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing assignment, seniority, scope and classification rules.

RULE 44- SAFETY EQUIPMENT

The carrier shall provide protective clothing and equipment that it deems necessary for the protection of the safety and health of employees covered by this Agreement. The carrier will continue to provide one pair of safety shoes per year in conjunction with its annual safety certification.

RULE 45 - EMPLOYEE INFORMATION

The carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and social security numbers, if available, otherwise 43

the employees' identification numbers. This information will be limited to employees covered by the collective bargaining agreement of the respective General Chairman. The data will be supplied within 30 days after the month in which the employee is hired or terminated. When the railroad can not meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

RULE 46 - EFFECT OF THIS AGREEMENT

This Agreement shall become effective June 1, 1999, and shall continue in effect until it is changed as provided herein or under the provisions of the Railway Labor Act, as amended.

It is agreed that the parties will be governed by a savings clause; i.e., that all misprints, errors or unintentional omissions will be governed by the original documents upon which the Agreement was reproduced.

Signed at Jacksonville, Florida this 1st day of May 1999.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES

FOR CSX TRANSPORTATION, INC.

J. R. COOK
GENERAL CHAIRMAN

J. H. WILSON
DIRECTOR EMPLOYEE RELATIONS

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURLBURT
GENERAL CHAIRMAN

J. D. KNIGHT,
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT, BMW
VP LABOR RELATIONS, CSXT

K. R. PEIFER

NOTE:

In reprinting this Agreement to include applicable parts of the several nationally negotiated agreements and other memoranda, it is not the intention of the parties signatory hereto to change, or modify, the application and/or interpretation thereto, except where specifically changed. Should a dispute arise through the omission of, or change in, language used in the National Agreement or original memorandum, the original language shall be controlling.

APPENDIX "A"

VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS

The Union Dues Deduction Agreement is amended to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and basis:

1. (a) Subject the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization as provided for in "Attachment A" and made a part thereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect thereafter until canceled by the employee upon written notice to the Brotherhood and the Carrier by Registered or Certified Mail on or before the last day of the month in which such deductions are to be taken. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.

2. The General Chairman or his designated representative shall furnish the Carrier, with copy of appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement' plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employees' paycheck. No deduction shall be made from wages at the same time that membership dues are deducted from the employees' paycheck. No deduction shall be made in any month that the amount of the deduction is not fully covered by an equal amount due the employee in net compensation. Only one monthly contribution shall be deducted in any given month. Deductions will only be made in whole dollar increments.

4. Concurrent with making remittance to the Brotherhood of monthly membership dues, the Carrier will make separate remittance of the voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues with a copy to the General Chairman.

5. The requirements of this Article shall not be effected with respect to any individual employee until the employer has been furnished with A written authorization of assignment of wages of such monthly voluntary political contribution.

VOLUNTARY POLITICAL CONTRIBUTION

Name - Print

Social Security No.

Street Address, City, State

Work Location

President

I hereby authorize you to deduct voluntary contributions from my wages until revoked by me, unless it is automatically terminated as hereinafter provided.

I understand that this VPC assignment cannot be revoked for one year from the date of its execution, that at any time after such date I may revoke this assignment by properly executing a REVOCATION OF VPC ASSIGNMENT form and that such revocation will be effective after the organization has furnished such form to you.

I also understand that this wage assignment will terminate automatically upon termination of the Union Dues Deduction Agreement or in the event a labor organization other than the Brotherhood of Maintenance of Way Employees is certified as the

designated representative of the employees in the craft or class in which I am employed.

Date of Execution

Signature

REVOCATION OF VPC ASSIGNMENT

(Name - Print)

(Social Security No.)

(Street address, City, State)

(Work Location)

President

I hereby revoke assignment to the Brotherhood of Maintenance of Way Employees of that part of my wages necessary to pay my VPC, pursuant to the Union Dues Deduction Agreement and cancel your authority to deduct such sum from my wages, this revocation to be effective after the Organization has furnished it to you.

Date of Execution

Signature

APPENDIX "B"

PERTINENT HIGHLIGHTS OF NATIONAL VACATION AGREEMENT

THE FOLLOWING EXCERPTS HAVE BEEN EXTRACTED FROM THE NATIONAL NON-OPERATING VACATION AGREEMENT OF 1941, AS AMENDED. THE ENTIRE AGREEMENT, WHILE APPLICABLE, HAS NOT BEEN REPRODUCED HERE FOR BREVITY.

Article 1.

(a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement Who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the year 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 19, 1960, shall be counted in the computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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Article 8.

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If any employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

[[[[

From Article VIII of the September 26, 1996 National Agreement

Effective January 1, 1997, employees shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the carrier applicable to scheduling of personal leave days.

APPENDIX "C"

UNION SHOP AGREEMENT

IT IS AGREED:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2

Not applicable.

Section 3

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the Organization representing their class or craft within thirty-five (35) calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leave of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this Section 3, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the Organization representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an Organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class or service shall not be required to be members of another Organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4

Nothing in this agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5

(a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by the Organization. The organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organizations involved and the form shall make provisions for specifying the reasons for allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held * within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the Organization of the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the data of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the Organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the

Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties, the Carrier, the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

(d) The time periods specified in this Section 5 may be extended in individual cases by written agreement between the Carrier and the Organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the Carrier and the Organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified placement is available, The Carrier may not, however, retain such employee in service under the provisions of this Section 6 for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from the date of receipt of notice from the organization in cases where employee does not request a hearing. The employee whose employment is extended under the provisions of this Section 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant

under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization involved.

Section 7

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that -an employee s employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Section 8 shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any

employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

Section 9

An employee whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10

(a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which assignments shall be revocable in writing after the expiration of one year of upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No.98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11

This agreement shall become effective on ' June 1, 1999 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

APPENDIX "D"

ARTICLE XI - SECTION 10901 TRANSACTIONS OF THE 9/26/96 NATIONAL AGREEMENT

ARTICLE XI - SECTION 10901 TRANSACTIONS

Section 1

The railroads should provide at least a 60-day notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. 910901. During the 60-day period, the parties shall meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser should obligate the purchaser to give priority hiring consideration to employees of the selling carrier who work on the line. Further, the agreement between the carrier and purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendation in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations shall continue in full force and effect.

Section 2

The selling carrier shall provide affected employees priority employment rights for other positions on the seller, both within craft and in other crafts where qualified. For access to positions within craft, the parties shall, at the request of the organization, develop a system seniority roster for use in such transactions in the same manner as that provided in the UTU and BLE national settlements. In addition, employees securing positions on the selling carrier which require a change in residence shall be eligible for up to \$5,000 in relocation allowance, again in the same manner as provided in the UTU and BLE settlements.

Section 3

Employees who secure a position with the buyer should be provided with an opportunity to return to the seller during the first 12-month period. Employees displaced by the sale shall have recall rights on the seller, s property, as a minimum, for a period equal to their company seniority.

APPENDIX "E"

PERSONAL LEAVE - ARTICLE X OF THE 11/21/81 NATIONAL AGREEMENT

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

APPENDIX "F"

MEMORANDUM AGREEMENT

Regarding the System Rail Welding Plant at Radnor, Tennessee, for the purpose of welding rail into continuous lengths or other work covered by the Maintenance of Way Agreement as amended March 23, 1999.

It is anticipated the force will consist of the following assignments, all of which will be covered by the provisions of the general Agreement, except as provided herein:

1. The Radnor rail plant foreman will be in over-all charge of the plant on each shift the plant is operated. The rate of pay on this position will be \$18.01 per hour.
2. The operator of the welding machine will be classified as a welder.
3. The operator of the rail straightening (device or machine) will be classified as a welder.
4. The operator of the cropping saw will be classified as a welder.
5. The operation of the welding machine and associated automatic preparation grinder and automatic finish grinder will require an assistant operator, who will be classified as a welder helper.
6. Employees assigned to work as weld testers requiring the use of magna flux will be classified as welder helpers.
7. The inspection station will have a finish grinder and a joint straightener. The operator of this finish grinder and joint straightener will be classified as a welder helper.
8. The employee leading the rail onto the train, commonly referred to as "point" man, will be a welder helper.
9. The "dog" man or "hook" man working with the cranes will be a welder helper.

APPENDIX "F" continued

10. All welders and welder helpers assigned to the welding plant must qualify on all welder and welder helper assignments at the plant and, in addition, must qualify as acetylene-electric welder and/or helper. They will be allowed a reasonable time of not less than 60 work days in which to qualify.
11. The machine operators will be required to perform routine maintenance on the machines.
12. If additional employees are required to perform work other than that of welder, it is understood that the first position created will be that of welder helper.
13. It is understood that when vacancies occur, bulletins advertising the above positions will be prepared and distributed in accordance with Rule 3 of the March 23, 1999 Agreement. Awarding of the assignments will be on the basis of those making application from the entire CSXT property.
14. Temporary vacancies on the above positions will be filled under Rule 4, Section 4 of the March 23, 1999 Agreement.
15. Foreman and welders' positions will be assigned on the basis of welder seniority on the home seniority district of applicants.
16. Welder helpers' positions will be assigned on the basis of welder helper seniority on the home seniority district of applicants.
17. Employees awarded such positions will continue to hold and accumulate seniority from the district and rosters previously held immediately prior to such assignment for bid and displacement purposes.
18. Employees assigned to positions at the welding plant and whose residence is not in the Nashville metropolitan area will be allowed their actual necessary expenses for a period not to exceed 60 days.
19. The operator of the Gantry Crane will be a machine operator position from the Nashville Terminal seniority district.
20. The operators of any other cranes will be classified as machine operators and the positions will be bulletined.

APPENDIX "F" continued

21. Any employee who is awarded a welder or welder helper position in the plant, but fails to qualify on such position, will retain the protection provided by the March 23, 1999 Collective Bargaining Agreement.
22. Welding employees assigned to positions at the rail welding plant will not be subject to displacement by employees working outside the rail plant except for employees working on the Nashville Terminal seniority district.
23. The welding instructor position will be maintained at the rate of \$19.47 per hour. He/she will receive actual expenses for all time spent away from his headquarters point.
24. The welding instructor will be appointed from the welder rosters. While this is considered a contract position covered under the terms of the March 23, 1999 Collective Bargaining Agreement, it is understood that the company will have the right to appoint the successors to this position.
25. This Agreement will supersede Agreements and practices in conflict herewith and shall remain in force until canceled or changed in accordance with the provisions of the Railway Labor Act as amended.

APPENDIX "G"

EXPENSES AWAY FROM HOME (Award of Arbitration Board No. 298 as modified by the parties)

Inasmuch as CSX Transportation, Inc. does not provide lodging in camp cars or other similar facilities, it has been the accepted practice for it to provide its employees lodging in motels and to provide the daily allowance for employees without cooks or cooking facilities provided for in Article 1, Section B(3) of the Award of Arbitration Board No. 298, as adjusted by the provisions of subsequent National Agreements, which is currently \$21.25. This amount will be subject to any future adjustments provided by National Agreements.

Travel time, lodging and other similar matters comprehended by the Award of Arbitration Board No. 298, have been addressed in the Schedule Agreement, or other appendices.

APPENDIX "H"

CSXT LABOR AGREEMENT 12-81-97 - TRAVEL ALLOWANCE.

CSXT Labor Agreement 12-81-97

MEMORANDUM OF AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Section 1

This agreement will constitute an alternative arrangement contemplated in Section 3 of Article XIV - Travel Allowance of the September 26, 1996 National Agreement. Section 1 of Article XIV - Travel Allowance will no longer apply to CSXT and its BMW E represented employees.

Section 2

In consideration of this Agreement, CSXT and BMW E will jointly move to dismiss as moot the following actions as they relate to CSXT: BMW E v. Atchison, Topeka and Santa Fe Railway Co. et al., United States Court of Appeals for the Seventh Circuit, Case No. 96-4175 Alton & Southern Railway, et al., v. BMW E , United States Court of Appeals for the Tenth Circuit, Case No. 97-1258, and Alton & Southern Railway, et al. v. BMW E , U . S . D . C . , District of Colorado, Denver, Case No. 97-B-7387.

Section 3

For the remainder of 1997 and for the 1998 production season, the weekly travel allowance for employees working on System Production Gangs will be \$110 per week.

Section 4

Beginning in 1999, the travel allowance for System Production Gangs will be a flat weekly allowance based upon the formula set forth below:

- a. The average of the actual dollar amount of the prospective round trips that could be taken by all of the employees assigned to System Production Gangs during the previous production season will be calculated using the table in Section 1 of Article XIV. For example, the prospective travel experience of employees assigned to System Production Gangs in 1998 will be used to calculate the allowance for 1999. NOTE: The first trip out to the gang at the beginning of the production season and the trip home after completion of the season will constitute one round trip.
- b. After the average of the actual dollar amount has been calculated, it will be reduced by \$25. The resulting difference will be the flat rate weekly travel allowance for the subsequent production season. The \$25 dollar offset is in exchange for an employee's eligibility for the travel allowance without having to actually make weekend round trips between his work location and residence. However, an employee will be required to vacate the Carrier's designated lodging facility in order to be eligible for the travel allowance.

Note: In the event the schedule of allowances in Section 1 of Article XIV of the September 26, 1996 National Agreement is increased as a result of future national bargaining, CSXT will use the revised schedule for future calculations.

Section 5

- a. Except as provided in Paragraphs (b) and (c) below, employees working on all floating forces other than System Production Gangs will be allowed a travel allowance of \$25 per week worked.
- b. An employee working on a floating force other than a System Production Gang who is working over 400 round trip miles from his residence will be entitled to an additional \$25 weekly travel allowance upon making application for and certifying to CSXT that he actually made the weekend round trip between his work location and residence.
- C. This Section 5 will not apply to floating forces who are working under special locally negotiated away-from-home expense agreements as identified in Attachment A. Employees working under such special agreements will continue to receive the benefits of those agreements and will have no entitlement to the benefits provided in this agreement.

Section 6

As noted in Section 4 above, the weekly travel allowances provided for herein will be paid whether or not the employee actually elects to travel to his place of residence on his rest days, except for the additional \$25 specified in Section 5(b) above. However, in order to be eligible for any travel allowance, an employee will be required to vacate the weekend lodging facility the carrier has designated for his gang, and may not stay in any lodging facility at the carrier's expense.

Section 7

The payment of the weekend travel allowance as provided for in this agreement will not in any way effect the entitlement that employees have to rest day and holiday meal allowances under Article L Section B of Award 298 or similar local rules. In those instances in which CSXT has withheld weekend meal allowances from System Production Gang employees to whom it allowed weekend travel allowances, CSXT will pay the weekend meal allowances it withheld for each weekend beginning with November 1996 and continuing through the date of this Agreement.

Section 8

- a. Pay for time spent in traveling from one work point to another on rest days as contemplated by Article 1, Section (C)(b)(1) of Award 298 or similar local rules (2 minutes per mile) shall no longer be paid. The BMWWE shall withdraw all claims for such time that were submitted on behalf of System Production Gang employees beginning November 1996 and continuing until the date of this Agreement.

- b. Notwithstanding Paragraph 8(a) above, time spent in traveling from one work point to another outside of regularly assigned hours on work- days or holidays that fall during a workweek as contemplated by Article L Section (C)(b)(1) of Award 298 or similar local rules, shall continue to be paid at the straight time rate (or 2 minutes per mile if so stipulated in the local agreements).

Section 9

References in this agreement to the masculine gender are made for convenience purposes only and refer to both the masculine gender as well as the feminine gender.

Section 10

This Agreement is not to be used in any way by either party (or any third party) in any dispute other than in disputes with respect to this Agreement. Further, it is agreed that this Agreement should not be used by any partisan or neutral parties to determine whether a given interpretation or Application of the 1996 National Agreement is intended or should pertain on any other carrier covered by the 1996 National Agreement. Moreover, various proposals and drafts antecedent to adoption of this Agreement exchanged by the parties will not be used by any party for any purpose and this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Executed at Jacksonville, Florida, October 8, 1997.

FOR THE EMPLOYEES:

FOR THE CARRIER:

J. R. Cook, General Chairman

J. H. Wilson, Director Employee Relations

G. L. Cox, General Chairman

Jed Dodd, General Chairman

Perry Geller, General Chairman

J. D. Knight, General Chairman

T. R. McCoy, General Chairman

L. L. Phillips General Chairman

R. A. Lau, Vice President

October 8, 1997
Side Letter No. I

This will confirm the following understanding reached in connection with CSXT Agreement 12-81-97:

All claims for travel allowances for employees assigned to non-headquartered or floating gangs which have been filed under Article XIV of the September 26, 1996 National Agreement, will be settled under the terms of Section 5, paragraphs (a) and (b) of CSXT Agreement 12-8197. That is, claims for employees who traveled 400 miles or less round trip on a weekend (work location w residence to work location) will be settled by allowing \$25 for the weekends claimed, and claims for employees who traveled over 400 miles round trip on a weekend (work location to residence to work location), subject to verification, will be settled by allowing \$50 for the weekend claimed.

J. H. Wilson, Director Employee Relations

FOR THE EMPLOYEES:

J. R. Cook, General Chairman T. R. McCoy, General Chairman

G. L. Cox, General Chairman L. L. Phillips, General Chairman

Jed Dodd, General Chairman R. A. Lau, Vice President

Perry ????, General Chairman

J. D. K?????, General Chairman

October 8, 1997
Side Letter No. 2

This will confirm the following understanding reached in connection with CSXT Labor Agreement 12-81-97:

Question and Answer No. 4 of Section 11, in the agreed upon Questions and Answers in the September 17, 1992, System Production Gang Agreement will continue to apply.

J. H. Wilson, Director Employee Relations

J. R. Cook, General Chairman

T. R. McCoy, General Chairman

G. L. Cox, General Chairman

L. L. Phillips, General Chairman

Jed Dodd, General Chairman

R. A. Lau, Vice President

Perry Geller, General Chairman

J. D. Knight, General Chairman

October 9, 1997
Side Letter No. 3

This will confirm the following understanding reached in connection with CSXT Labor Agreement 12-81-97:

It is understood that Article M, Section 2 of the September 26, 1996 National Agreement, which allows employees required to work over 400 miles from their residences the option of flying home once every three weeks, will = be applicable to non-SPG floating or non-headquartered forces under the terms of this Agreement However, should CSXT alter seniority districts beyond their current boundaries in the future, Section 2 of Article XIV will apply to all non-SPG floating or non-headquartered forces.

It is recognized that the parties had taken different positions regarding this entitlement and that this settlement is made without prejudice or precedent regarding these positions.

J. H. Wilson, Director Employee Relations

J. R. Cook, General Chairman

T. R. McCoy, General Chairman

G. L. Cox, General Chairman

L. L. Phillips, General Chairman

Jed Dodd, General Chairman

R. A. Lau, Vice President

Perry Geller, General Chairman

J. D. Knight, General Chairman

APPENDIX "I"

AGREED-UPON INTERPRETATIONS - BEREAVEMENT LEAVE

1. Q: How are the three calendar days to be determined?

A: An employee will have the following options in deciding when to take bereavement leave:

- a) Three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) Three consecutive calendar days, ending the day of the funeral service; or
- c) Three consecutive calendar days, ending the day following the funeral service.

2. Q: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by first death.

Example: Employee had a workweek of Monday to Friday, off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

3. Q: - Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A: No; however, the parties are in accord that bereavement leave non-availability should be considered that same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, in as the case may be, should be considered as the qualifying day for holiday purposes.

APPENDIX "J"

401 (k) PLAN

All CSXT BMW E represented employees will be permitted to participate in CSXT's Capital Builder 401(k) employee savings plan effective June 1, 1999.

The Summary Plan Description is currently being updated and will be furnished to affected employees.

APPENDIX "K"

HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this Plan has been revised and amended up to and including the National Agreement of September 26, 1996, shall be applicable to the employees covered by this Agreement. These plans are as follows:

The Railroad Employees National Health and Welfare Plan, as amended.

The Railroad Employees National Dental Plan, as amended.

3. The Railroad Employees National Early Retirement Major Medical Benefit Plan, as amended.

4. The Supplemental Sickness Benefit Agreement, as amended.

The Railroad Employees National Vision Care Plan.

6. The Off-Track Vehicle Accident Benefit Agreement, as amended.

Booklets made available to the Carrier describing the plans and benefits listed in Items 1 through 6, next above, shall be furnished to affected employees by the Carrier upon request.

APPENDIX "L"

JOB STABILIZATION AGREEMENT - ARTICLE XII - OF THE 9/26/96 NATIONAL AGREEMENT

ARTICLE X11 - WORKFORCE STABILIZATION

Part A

Section 1-- The February 7, 1965 Agreement

Entitlement to certain elements of job security, currently available under the February 7, 1965 Agreement (Agreement), shall be upgraded, so that employees who have at least ten continuous years of service will be entitled to the protection.

Section 2

(a) Article I, Section I of the Agreement shall be amended to read as follows:

"Section 1 - All employees, other than seasonal employees, who are in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as herein provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day) . An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW Agreement."

(b) Article I, Section 2, of the February 7, 1965 Agreement shall be amended to read as follows:

"Section 2 - Seasonal employees, who had compensated service during each of the years 1995, 1996, and 1997 who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997 unless or until retired, discharged for cause, or otherwise removed by natural attrition."

(c) Article IV, Section 1, of the Agreement shall be amended to read as follows:

"Section 1 - Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent wage increases."

(d) Article V, paragraph 2 of the Agreement shall be amended to change the reference of a four hundred dollar (\$400) transfer allowance to eight hundred dollars (\$800).

Part B - Conrail Supplemental Unemployment Plan

Conrail shall adopt any modifications made to the Conrail Supplemental Unemployment Plan in Conrail's tentative agreement with the SRS. Other than any such modifications, we recommend that the organization's proposals be withdrawn.

Part C - Work Force Stabilization

The Work Force Stabilization (WFS) Program effective on January 18, 1994, and applied retroactively back to July 29, 1991 shall continue in effect for the new agreement, and shall entitle an employee initially assigned to a WFS gang when it starts its work during the production season for the calendar year, six months of WFS work benefits or WFS unemployment benefits, subject to the terms of the agreement.

APPENDIX "M"

SUBCONTRACTING - NATIONAL AGREEMENTS 1968,1981,1996

ARTICLE XV - SUBCONTRACTING

Section 1

The amount of subcontracting on a carrier, measured by the ratio of adjusted engineering department purchased services (such services reduced by costs not related to **contracting**) **to** the total engineering department budget for the five-year period 1992-1996, will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of such increased subcontracting shall be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.

Section 2

Existing rules concerning contracting out applicable to employees covered by this Agreement will remain in full effect.

APPENDIX "N"

EXPEDITED DISCIPLINE AGREEMENT

AGREEMENT

between

CSX TRANSPORTATION, INC.
(hereinafter referred to as the Carrier)
and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
(hereinafter referred to as the Organization)

IT IS AGREED:

1. There shall be established a Public Law Board, hereinafter referred to as the "Board", pursuant to the provisions of Section 3, Second, of 45 USC 153, as amended by Public Law 89-456, which will be designated as Public Law Board No. The Board shall have jurisdiction only over disciplinary disputes, which are submitted to the Board under this Agreement.

2. The Board will consist of four members: The Organization and Carrier representatives signatory hereto, or their successors, and a neutral person, hereinafter referred to as the "Referee", who shall be unbiased *as* between the parties. Only the General Chairman who has jurisdiction over the dispute before the Board will be considered the active Organization member. The Referee shall be selected by the parties, as hereinafter provided and shall serve, if able and willing to do so, for a term of one (1) year from the date the first dispute is submitted to him/her under this Agreement. Prior to, but not less than thirty (30) days before the end of the aforementioned one (1) year term, either party may advise the other in writing of its preference not to continue an incumbent Referee's services. A replacement Referee shall then be selected for a subsequent one (1) year term as provided in Section 3

3. The Carrier and Organization members shall meet within thirty (30) days after the date of this Agreement for the purpose of selecting, the Referee of the Board. If the party members agree on the Referee and the person selected accepts the appointment, the National Mediation Board shall be advised thereof and requested to arrange for proper certification. If the parties are unable to agree on a Referee, the National Mediation Board **Will** be petitioned for a list of eleven (11) potential Arbitrators from which the parties shall choose the Arbitrator by alternately striking names from the list, *with* the first strike to be allocated to a party by a coin toss. In the case of a vacancy on the Board, with respect to the Referee or either partisan member, the vacancy shall be filled in the same, manner as the original selection.

4. The compensation and expenses of the Carrier member shall be borne by the Carrier. *The* compensation and expenses of the Organization member shall be borne by the Organization. The compensation and expenses of the Referee shall be determined and paid by the National Mediation Board pursuant to Public Law 89-456. All other expenses of the Board shall be borne half by the Organization and half by the Carrier.

5. Any person accepting the assignment as Referee must agree, as a condition of his/her assignment, to render an award in each dispute submitted to him/her within sixty (60) days of the date s/he receives the documents specified in Section 7, *infra*. This sixty (60) day period may be extended only when National Mediation Board funding is suspended. During such suspension of funds, the sixty (60) day period for rendering an award will be extended for as long as funding is suspended. When funding is restored, the award must be rendered within the time remaining in the sixty (60) day period when funding was suspended.

6. An employee who is dissatisfied with discipline decision shall have the right for a period of thirty (30) days from the effective date of the discipline to elect to-, (1) handle the dispute through normal procedures under the applicable working agreement, or (2) submit the decision directly to the Board established by this Agreement for expedited handling. Election of either option waives all right to the other. If option (2) is elected, the disciplined employee must give written notification thereof to both the Carrier and Organization members of the Board within the above-mentioned thirty (30) day period. A copy of said notice shall be given to the Organization's General Chairman. Said notice shall be in the form and contain the provisions prescribed in Attachment A hereto. The postmark of mailing to the Carrier member will determine the notification date.

7. Within thirty (30) days after receipt of the disciplined employee's written notification of his/her desire for expedited handling of the discipline assessed, the Carrier member of the Board shall arrange to transmit to the Referee one copy of each of the following: (1) notice(s) of investigation(s); (2) transcript(s) of hearing(s), (3) notice- of discipline, and, (4) disciplined employee's service record. Copies of these materials, as well as a copy of the letter transmitting them to the Referee, shall be given to the Organization member of the Board, who, in turn, shall promptly arrange to advise the National Mediation Board's Staff Coordinator-Arbitration, Washington, D.C., that the appeal has been docketed for disposition by the Board.

Either party, the Carrier or the Organization, shall have the right but not obligation to supply a submission not to exceed five (5) pages in length on behalf of their position. If this option is exercised, either party choosing to file a submission shall notify the Referee and the other party of the intent to do so within thirty (30) days of receipt of the employee's notice of his/her election for expedited handling. Each party will be responsible for providing the Referee, as well as the other Board member, a copy of such submission no later than 30 days from notification of intent to file a submission.

Either party may request an oral hearing. If this option is chosen, the Board member requesting the oral hearing Will notify the Referee of his/her election, with copy to the other Board member. If this option is chosen, the oral hearing is to be held as soon as possible at a mutually agreeable location, date and time.

8. The Board's disposition of the dispute shall be based solely on the material supplied under Section 7. In deciding whether the discipline assessed should be upheld, modified or set aside, the Board shall determine (1) whether there was compliance with the applicable working agreement; (2) whether substantial evidence was adduced at the hearing(s) to prove the charge(s).- (3) whether the discipline assessed was appropriate,

9. Awards of the Board, containing only the Referee's signature, shall be in writing and copies thereof shall be furnished to each of the parties, The awards shall be rendered within the time limits prescribed in Section 5. They shall be final and binding, subject to the provisions of tile Railway Labor Act, as amended by Public Law 89-456. Awards rendered In favor of the petitioner shall direct the Carrier member to comply therewith on or before a prescribed date. If a question of interpretation of an award arises, the Board shall resolve such question upon request made by either party.

10. This Agreement, which shall become effective September 1, 1998, may be canceled by either party by giving thirty (30) days advance Written notice thereof to the other party-, however, any appeals which are being processed under the expedited procedures provided herein at the time such notice of cancellation is served shall be handled to a conclusion in accordance with such expedited procedures,

Signed at _____ this _____ day of _____, 1998.

For Brotherhood of Maintenance
Of Way Employees

For CSX Transportation, Inc.

J. R. Cook, General Chairman
Allied Eastern Federation

J. H. Wilson
Director, Employee Relations

J. D. Knight, General Chairman
Seaboard Federation

APPENDIX "O"

UNION DUES DEDUCTION AGREEMENT

IT IS AGREED:

Section 1

(a) The Carrier shall, subject to the terms and conditions of this agreement, periodically withhold and deduct sums for monthly membership dues and assessments (not including fines and penalties) uniformly required as a condition of retaining union membership, due the Brotherhood from the wages due and payable to employees working under agreements between the Carrier and the Brotherhood, who are members of the Brotherhood, and who have so authorized the Carrier by signed authorizations.

(b) The Brotherhood shall assume the full responsibility for the procurement and proper execution of said authorization forms, and for delivery of said forms to the Carrier no later than the first day of the second payroll period of the month from which the deductions are to be made. Likewise, revocation of authorization forms shall be delivered by the Brotherhood to the Carrier not later than the first day of the second payroll period of the month in which termination of deductions is to take place.

Section 2

(a) Deductions, as provided herein, shall be made by the Carrier in accordance with a master deduction list prepared by the General Secretary-Treasurer of the Brotherhood, listing each affected employee in employee number order. Such list, together with authorization forms, shall be furnished to the Carrier on or before the first day of the month preceding the month in which deductions are to take effect under the provisions of this agreement.

(b) Thereafter, any deletions or additions to the master deduction list, or any changes in the amounts to be deducted from the wages of employees, shall be furnished to the Carrier not later than the first day of the second payroll period of the month in which such changes are to be made, such information to be accompanied by the proper authorization or revocation forms. Any changes shall be given to the Carrier not later than the first day of the second payroll period of the month on a copy of the list the Carrier will furnish the General Secretary-Treasurer, which is referred to in Section 4 of this agreement.

Section 3

(a) Deductions will be made from the wages earned in the second payroll period of the month in which the aforementioned certified statements are furnished to the Carrier.

(b) The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

Federal, state, and municipal taxes.

2. Deductions required by law and court orders, including garnishments, liens, and other wage assignments which the Carrier must respect.
3. Amounts due the Carrier.
4. Group insurance premiums.

(c) If the earnings of any employee, after all deductions having priority have been made, are insufficient to remit the full amount of deductions authorized by the employee, no deduction for union dues or assessments shall be made by the Carrier from the wages of the employee and the Carrier shall not be responsible for such collection. In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to the deduction lists nor will that deduction be made for the employee in any subsequent payroll period.

(d) Responsibility of the Carrier under this agreement shall be limited to remitting to the Brotherhood amounts actual deducted from the wages of employees pursuant to this agreement. The Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any questions arising as to the correctness of the amounts deducted shall be handled between the employee involved and the General Chairman, and any complaints against the Carrier in connection therewith shall be handled with the Carrier by the General Chairman. Nothing herein shall be construed as obligating the Carrier to collect any dues or assessments from employees who leave its service, or who give up membership in the Brotherhood for any reason, or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4

The Carrier will remit to the union official designated by the General Chairman the amounts due to Brotherhood deducted from the wages of members, making such remittances not later than the last day of the month following the month from which the deductions are made. The Carrier will, at the time of such remission, furnish the designated union officer a list of the employees, in employee number order, from whom deductions were made, showing the amount of such deductions.

Section 5

Except for remitting to the Brotherhood monies deducted from the wages of employees, as described in Section 4 hereof, the Brotherhood shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, loss or damage resulting from the entering into this agreement or arising or growing out of any dispute for litigation from any deductions made by the Carrier from the wages of its employees for or on behalf of the Brotherhood.

Section 6

(a) This agreement is subject to the provisions of the applicable federal and state laws now in existence or enacted in the future.

(b) This agreement is subject to immediate cancellation by written notice to the General Chairman of the Brotherhood if the Carrier is required by federal law or the law of any state in which it operates, to change its pay date or payroll procedures in such a manner as to make dues deduction an unreasonable burden.

(c) This agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of a change in the representation of employees now represented by the Brotherhood signatory to this agreement, or upon termination of the rules and working conditions agreement between the parties.

Section 7

No part of this agreement shall be used in any manner whatsoever directly or indirectly as a basis for a grievance (except as provided in Section 3 (d) or time claim by or in behalf of an employee.

Section 8

This agreement shall become effective on June 1, 1999 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

WAGE ASSIGNMENT

Name - Print

Social Security No.

Street Address, City, State

Work Location

President

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay "the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly requires as a condition of acquiring or retaining membership" in the Organization, as reported each month by the designated representative of the Organization in accordance with provisions of Union Dues Deduction Agreement; I authorize you to deduct such sum from my wages and pay it over to the Organization as provided in that Agreement. This wage assignment will remain in effect until revoked by me, unless it is automatically terminated as hereinafter provided.

I understand that this wage assignment cannot be revoked for one year from the date of its execution, that at any time after such date I may revoke this assignment by properly executing a REVOCATION OF WAGE ASSIGNMENT form as provided for in the Agreement and that such revocation will be effective after the organization

has furnished such form to you.

I also understand that this wage assignment will terminate automatically upon termination of the Union Dues Deduction Agreement or in the event a labor organization other than the Brotherhood of Maintenance of Way Employees is certified as the designated representative of the employees in the craft or class in which I am employed.

Date of Execution

Signature

Attachment B

REVOCATION OF WAGE ASSIGNMENT

Name - Print

Social Security No.

Street Address, City, State

Work Location

President

I hereby revoke assignment to the Brotherhood of Maintenance of Way Employees of that part of my wages necessary to pay membership dues, initiation fees and assessments, pursuant to | the Union Dues Deduction Agreement and cancel your authority to deduct such sum from my wages, this revocation to be effective after the Organization has furnished it to you.

Date of Execution

Signature

MASTER DEDUCTION FORM

Employee Name _____

Address _____

City, State, Zip _____

SS# _____

Pursuant to the Union Dues Deduction Agreement, the Organization requests that the Railroad;

(Appropriate box(es) is checked.)

Deduct monthly dues in the amount of _____ from the wages of above named employee beginning with the month of _____ 19__.

Change the monthly dues deduction amount for the above named employee from _____ to beginning with the month of _____ 19__.

Deduct a one time initiation fee in the amount of _____ from the wages of above named employee in the month of _____ 19__.

Deduct monthly assessment in the amount of _____ from the wages of above named employee beginning with the month of _____ 19__.

Deduct monthly VPC in the amount of _____ from the wages of above named employee beginning with the month of _____ 19__.

APPENDIX "P"

CSX Transportation, Inc.
 (except former Clinchfield Railroad)
 Rate Schedule
 Effective June 1, 1999

Rate per hour	Positions
\$17.69	Production Foreman Scale Inspector Welding Foreman
\$17.42	Welder - Track and Structural
\$17.37	Foreman - Bridge and Facilities
\$17.11	Plumber Basic Track Foreman
\$17.09	Machine Operator "A"
\$17.01	Bridge Inspector Track Inspector
\$16.83	Assistant Production Foreman
\$16.65	Assistant Bridge & Facilities Foreman
\$16.60	Machine Operator "B" Vehicle Operator Bridge & Facilities Mechanic
\$16.30	Assistant Track Foreman

\$16.18	Assistant Track Inspector
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\$16.01	Bridge Operator/Tender Welder Helper
\$15.56	Lubricator/"Blue Hat"

\$15.27	Production Trackman
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\$14.89	Basic Trackman
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\$14.66	Crossing Watchman
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APPENDIX-Q-

"DOVETAILING AGREEMENT"

AGREEMENT ENTERED INTO THIS 11TH DAY OF MAY 1999 BETWEEN THE CSX TRANSPORTATION., INC. AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES PROVIDING FOR THE ESTABLISHMENT OF STANDARD JOB CLASSIFICATIONS AND STANDARDIZED RULES GOVERNING THE ADVERTISEMENT OF POSITIONS AND THE EXERCISE OF SENIORITY.

The following seniority classes are established and will be placed in effect June 1, 1999:

BRIDGE AND BUILDING DEPARTMENT

1. B&B Inspector; Includes the existing classes on the former properties:

CR	B&B Inspector
CR	B&B Inspector Scale
CR	B&B Foreman
C&O (N)	B&B Foreman
C&O (S)	B&B Foreman, System B&B Foreman
RF&P	B&B Inspector
L&N	B&B Foreman (Rank 1)
B&O	B&B Foreman, Regional Foremen, Tunnel Foremen
MONON	B&B Foreman
C&EI	B&B Foreman
AWP	B&B (Rank 1 Foreman)
SBD	B&B
	Group B: Rank 1 Bridge Foremen
	Group C: Rank I Metal Bridge Foreman
	Group D: Rank 1 Concrete Foreman
B&OCT	Mason Foreman, Painter Foreman, Carpenter Foreman
WM	B&B Inspector, then Carpenter Foremen

2. B&B Foremen: Includes the existing classifications on the former properties:

CR	B&B Foremen
CR	B&B Plumber Foremen
C&O N	Carpenter Foreman, Painter Foreman
C&O	B&B Foreman, System B&B Gang Foreman
RF&P	B&B Foreman, Welding Foreman
L&N	B&B Foreman (Rank 1)
B&O	B&B Carpenter Foreman, Tunnel Gang Foreman, Regional Gang Foreman
MONON	Carpenter Foreman
C&EI	Carpenter Foreman
AWP	B&B Rank 1 Foreman

SBD	B&B Group A: Rank 1 Carpenter Foremen
	Group B: Rank 1 Bridge Foremen
	Group C: Rank 1 Metal Bridge Gang Foreman
	Group D: Rank 1 Concrete Foremen
	Group E: Rank 1 Scale Gang Foremen, Scale Gang Inspectors
	Water Service, Fuel & Air Conditioning Sub. Department
	Group A: Rank 1 Water Supply Foremen, Air Conditioning
	Maintenance Foremen, General Sub. Department
	Group G: Rank I Foremen
B&OCT	Mason, Painter, Carpenter Foreman
WM	Carpenter Foremen

3. B&B Assistant Foremen; Includes the existing classifications on the former properties:

CR	B&B Assistant Foremen
CR	B&B Assistant Plumber Foremen
C&O (N)	Foremens date
C&O (S)	Foremens date
RF&P	Assistant Foreman
L&N	B&B Rank 2
B&O	B&B Assistant Foreman
MONON	Lead Carpenter
CE&I	Foremens date
AWP	B&B, Rank 2 Assistant Foremen
SBD	B&B
	Group B: Rank 2 Assistant Bridge Foreman
	Group C: Rank 2 Assistant Metal Bridge Gang Foreman
B&OCT	Carpenter Assistant Foreman, Painter Assistant Foreman
WM	Foremens date

4. Plumber; Includes the existing classifications on the former properties:

CR	Plumber
CR	Plumber Helpers If no existing plumber seniority, ranked below Plumbers as they appear on existing helper roster
C&O (N)	District Repairmen
C&O (S)	None
RF&P	Pump Repairmen, Pumpers
L&N	Pump Repairmen
B&O	None
MONON	None
CE&I	Water Service Maintainer

AWP	None
SBD	B&B Group G: Rank 1 Mechanic, the Rank 2 Helpers with date of junior Rank 1 if no rank 1 date already in same relative order Water Service, Fuel & Air Conditioning Sub. Group A: Rank 1, Water Supply Mechanics, Air Conditioning Maintenance Mechanics Foremen, then Rank 2 with date of junior Rank 1 if no rank 1 date already in same relative order, then Rank 3 with date of junior Rank 1 if no rank 1 date already in same relative order
B&OCT	None
WM	None

5. B&B Mechanics; Includes the existing classifications on the former properties:

CR	B&B Mechanics
CR	B&B Helpers If no existing Mechanic seniority, ranked below then mechanics as they appear on the existing helper roster
C&O (N)	Carpenter, Painter, Masons, then carpenter 2nd class with date of junior carpenter 1st class if no 1st class carpenter seniority
C&O (S)	B&B Mechanics, then mechanics helper with seniority date of junior Mechanic if no seniority as Mechanic already in same relative seniority order
RF&P	Carpenter, Painters, then carpenter helper with same seniority date as junior carpenter or painter if no Carpenter or Painter seniority already in same relative order
L&N	B&B Sub. Rank 4 then Rank 5 with date of junior Rank 4 if no Rank 4 already in the same relative order.
B&O	Carpenter, Regional Carpenter, Tunnel Force mechanic then helper With the same date from previous roster if no seniority from Previous roster already in same relative order
MONON	Carpenter then helper with same date as junior Carpenter if no Carpenter date already in same relative order
CE&I	Carpenter
AWP	Carpenter Class 1 (rank 3) then Class 2 (Rank 4) with date of junior class 1 carpenter in seniority order if no class 1 seniority already
SBD	B&B Sub. Group A: Rank 2 Carpenters then Rank 3 Helpers with same date as junior Rank 2 if no rank 2 already in same relative order, then Rank 4 Laborers with date of junior Rank 2 if no rank 2 already in same relative order Group B: Rank 3 Bridgemen then Rank 4 Bridgemen Helpers with date of junior Rank 3 if no rank 3 already in same relative order, then Rank 5 Laborers with date of junior Rank 3 if no rank 3 date already in same relative order

Group C Rank 3 Metal Bridge Gang mechanic, then Rank 4 metal bridge gang mechanic helper with date of junior Rank 3 if no rank 3 date already in same relative order, then Rank 5 Laborers with date of junior Rank 3 if no rank 3 date already in same relative order

Group D: Rank 2 Mechanics, then Rank 3 Helpers with date of junior Rank 2 if no date already in same relative order, then Rank 4 Laborers with date of junior Rank 2 if no rank 2 date already in same relative order

Group E: Rank 2 Scale Gang Mechanics, then Rank 3 Scale Gang Mechanic Helper with date of junior Rank 2 if no rank 2 already in same relative order

B&OCT Masons, Painters, Carpenters then helpers with date of junior Mason, Painter or Carpenter if no seniority date established in that class already in same relative order

WM Carpenters, then carpenter helper with date of junior Carpenter if no Carpenter date already in same relative order

6. B&B Machine Operators; Includes the existing classifications on the former properties:

CR Mechanics date

C&O (N) Mechanics date

C&O (S) Mechanics date

RF&P Mechanics date

L&N B&B Sub. Rank 3, then Rank 4 with date of junior Rank 3 if no rank 3 date in same relative order

B&O Mechanics date

MONON Mechanics date

CE&I Mechanics date

AWP B&B Sub. Rank 5 Machine Operator

SBD Mechanics date

B&OCT Mechanics date

WM Mechanics date

7. Bridge Operator / Tender; Includes the existing classifications on the former properties:

CR Bridge Operator

CR Bridge Tender If no existing Operator seniority, ranked below existing operators as shown on the tender roster

C&O (N) Bridge Tender

C&O (S) None

RF&P None

L&N B&B Sub. Rank 5

B&O Bridge Tender

MONON	None
CE&I	None
AWP	None
SBD	Gen Sub. Group D; Rank 1 Bridge Tenders
B&OCT	None
WM	Drawbridge operator

TRACK DEPARTMENT

8. Track Inspectors; Includes the existing classifications on the former properties:

CR	Track Foremen
C&O (N)	Track Inspector
C&O (S)	Track Inspector
RF&P	Foreman
L&N	Track Sub. - Rank 6
B&O	Track Inspector
MONON	Foreman
CE&I	Foreman
AWP	Track Sub. Rank 1, Foremen; Rank 2 Assistant Foremen
SBD	Track Sub. Group A: Rank 1, Foremen, Foremen Inspectors
B&OCT	Foreman
WM	Track Inspector

9. Assistant Track Inspector; Includes the existing classifications on the former properties:

CR	Assistant Track Foremen
C&O (N)	Assistant Track Inspector
C&O (S)	Assistant Track Inspector
RF&P	Assistant Foreman
L&N	Track Sub. Rank 6
B&O	Assistant Track Inspector
MONON*	Trackman
CE&I	Trackman
AWP	Track Sub. Rank 5, Trackmen, Crankhands
SBD	Track Sub., Rank 6 Trackmen
B&OCT	Trackmen
WM	Asst, Track Inspector

10. Track Foremen; Includes the existing classifications on the former properties:

CR	Track Foremen
C&O (N)	Track Foremen
C&O (S)	Track Foremen
RF&P	Section, Extra Force, Inspector, System, RL&B, General
L&N	Track Sub., Rank 1
B&O	Track Foreman
MONON	Track Foreman
CE&I	Track Foreman
AWP	Track Sub. Rank 1 Foremen
SBD	Track Sub. Group A: Rank 1, Foreman, Foreman Inspector, General Sub. Group A: Rank 1 Foremen
B&OCT	Track Foremen
WM	Track Foremen

11. Assistant Track Foremen; Includes the existing classifications on the former properties:

CR	Assistant Track Foremen
C&O (N)	Assistant Track Foremen
C&O (S)	Assistant Track Foremen
RF&P	Assistant Track Foremen, Apprentice Foreman
L&N	Track Sub., Rank 2
B&O	Assistant Track Foremen
MONON	Assistant Track Foremen
CE&I	Assistant Track Foremen
AWP	Assistant F, Rank 2, Apprentice Foreman Rank 3
SBD	Track Sub. Group A: Rank 2, Assistant Foreman, then Rank 3, Apprentice Foreman with date of junior rank 2 in same respective order
B&OCT	Assistant Track Foreman
WM	Asst. Track Foremen

12. Trackmen; Includes the existing classifications on the former properties:

CR	Trackmen
C&O (N)	Trackmen
C&O (S)	Track Laborer
RF&P	Trackman, Apprentice Trackman, Night Track Repairman
L&N	Track Sub., Rank 6
B&O	Trackman
MONON	Trackman

CE&I	Trackman
AWP	Trackman, Crankhand Rank 5
SBD	Track Sub.
	Group A: Rank 6 Trackmen
B&OCT	Trackman
WM	Trackmen

13. "A" Machine Operator; Includes the existing classifications on the former properties:

CR	Machine Operator Class #2
C&O (N)	Machine Operator
C&O (S)	Machine Operator
RF&P	Machine Operator
L&N	Track Sub. Rank 3
B&O	Class A & B Operator Roster
MONON	Class A, Off-track Weed Mower Operator Roster
CE&I	Self Propelled, Bulldozer Spreader & Euclid, Crane and Pile Driver
AWP	Track Sub., Rank 4 Machine Operators, Roadway Machine Rank 1, Operators
SBD	Track Sub. Group A Rank 4 Machine Operators, Class I, II, III, General Sub. Group A Rank 2 Machine Operators
B&OCT	Machine Operator
WM	Class A Operator

14. "B" Machine Operator; Includes the existing classifications on the former properties:

CR	Machine Operator Class #3
C&O (N)	Class A
C&O (S)	Class A
RF&P	Machine Operator
L&N	Track Sub., Rank 4 then Rank 5 with date of junior Rank 4 if no rank 4 date already in same relative order
B&O	Class B
MONON	Class A, Off-track Weed Mower Operator Roster
CE&I	Self-propelled
AWP	Track Sub. 1, Rank 5, Roadway Machines Sub. Rank 2
SBD	Track Sub.
	Group A Rank 4 Machine operators, Class I, ii, III, Gen. Sub. Group A: Rank 2 then Rank 3 Helpers with date of junior Rank 2 if no rank 2 date already in same relative order
B&OCT	Machine Operator
WM	Class B Operator

15. Vehicle Operators; Includes the existing classifications on the former properties:

CR	Vehicle Operator
C&O (N)	Trackman
C&O (S)	Trackman
RF&P	Trackman
L&N	Track Sub. Rank 6
B&O	Trackman
MONON	Trackman
CE&I	Trackman
AWP	Track Sub. Rank 5, Trackmen, Crankhands
SBD	Track Sub. Group A: Rank 6 Trackmen
B&OCT	Trackman
WM	Chauffeurs

16. Switch Maintainer / Lubricator (no roster)

CR	Lubricator Maintainer
CR	Trackmen An employee who possesses both Lubricator Maintainer and Trackman seniority, will establish whichever date is most senior
C&O (N)	Trackman
C&O (S)	Trackman
RF&P	Trackman
L&N	Track Sub. Rank 6
B&O	Trackman
MONON	Trackman
CE&I	Trackman
AWP	Track Sub. Rank 5, Trackmen, Crankhands
SBD	Track Sub. Group A: Rank 6 Trackmen
B&OCT	Trackman
WM	Trackman

17. Crossing Watchman; Includes the existing classifications on the former properties:

CR	Crossing Watchmen
CR	Foremen An employee who possess both Crossing Watchman and Foreman seniority, will establish whichever is most senior.
C&O (N)	Foreman, Crossing Watchman
C&O (S)	Foreman
RF&P	Foreman, Foreman Inspector, Crossing Watchman, Bridge Watchman
L&N	Track Sub. Rank 2; B&B Sub. Rank 2
B&O	Foreman, Crossing Watchman

MONON	Foreman
CE&I	Foreman
AWP	Track Sub. Rank 1 Foreman
SBD	Track Sub.
	Group A: Rank 1, Foremen, Foremen Inspectors; Gen Sub.
	Group E: Rank 1 Crossing Watchman
B&OCT	Foreman, Crossing Watchman
WM	Foreman

WELDING DEPARTMENT

18. Welder Foreman; Includes the existing classifications on the former properties:

CR	Welder Foremen- Track
CR	Structural Welder Foremen- B&B
C&O (N)	Welder
C&O (S)	Welder
RF&P	Welder Foreman then welder if no Foreman date
L&N	Welding Sub., Rank 1 then Rank 2 if no seniority date in Rank 1 already
B&O	Welder
MONON	Welder
CE&I	Welder
AWP	Rail Welding Sub., Rank 1 Welders
SBD	Welding Sub.
	Group A: Rank 1 Foremen then Rank 2 Welders, Lead Welders if no seniority date in Rank 1 already
B&OCT	Welders
WIYI	Welders

19. Welders; Includes the existing classifications on the former properties:

CR	Track Welder
CR	B&B Structural Welder
C&O (N)	Welder
C&O (S)	Welder
RF&P	Welder
L&N	Welding Sub., Rank 2
B&O	Welder
MONON	Welder
CE&I	Welder
AWP	Rail Welding Sub., Rank 1 Welders
SBD	Welding Sub.
	Group A: Rank 2; Welders, Lead Welders
B&OCT	Welders
WM	Welders

20. Welder Helper; Includes the existing classifications on the former properties:

CR	Welder Helper
C&O (N)	Welder Helper
C&O (S)	Welder Helper
RF&P	Welder Helper
L&N	Welder Sub., Rank 3
B&O	Welder Helper
MONON	Welder Helper
CE&I	Welder Helper
AWP	Rail Welding Sub. Rank 2 Helpers
SBD	Welding Sub. Group A: Rank 3 Welder Helpers
B&OCT	Welder Helper
WM	Welder Helpers

Signed at Jacksonville, FL, this 11th day of May, 1999.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES

FOR CSX TRANSPORTATION, INC.

J. R. COOK
GENERAL CHAIRMAN

J. H. WILSON
DIRECTOR EMPLOYEE RELATIONS

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURLBURT
GENERAL CHAIRMAN

J. D. KNIGHT,
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT, BMW

K. R. PEIFER
VP LABOR RELATIONS, CSXT

APPENDIX "R"
ELECTRONIC DATA INTERCHANGE AGREEMENT

CSXT Labor Agreement 12-59(d)-95

**MEMORANDUM OF AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES REPRESENTED BY
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

WHEREAS, CSX Transportation, Inc. (CSXT), pursuant to various labor agreements currently send the Brotherhood of Maintenance Of Way Employees (BMWE) magnetic tapes for union dues, fees, assessments and political league deductions, Compensation and employee information, as well as paper listings and a Paper check for dues and political league transmittal, and

WHEREAS, BMWE, pursuant to the Seaboard and Atlantic Coast Line labor agreements, currently Pays CSXT \$25.00 per tape and transmits union dues, fees, assessments and political league changes written on the previously identified paper listings, and

WHEREAS, the parties have mutually identified technological improvements that will facilitate the transmittal and exchange of the union dues, fees, assessments and political league deductions and other compensation and employee information, and

WHEREAS, the parties have met in conference and discussed the foregoing,

IT IS THEREFORE AGREED: That to the extent necessary to meet the following changes, the collective bargaining agreement now in effect between CSXT and the Consolidated Rail System Federation will be amended to reflect:

1. Commencing with the month of September 1995, CSXT will send electronically, union dues, fees, assessments and political league deductions, compensation and Other employee information as agreed upon by CSXT and BMWE representatives.
2. Union dues, fees and assessment money will be electronically deposited into the account of BMWE, Account Number 84491, National Bank of Detroit.

Maintenance of Way Political League money will be electronically deposited into the account of BMWE, Account Number 26168-74, National Bank of Detroit.

3. BMWE will transmit electronically all dues deduction updates and employee information presently transmitted in writing in a form agreed upon.
4. CSXT and BMWE will use the 'ADVANTIS' Electronic Mailbox System to receive information. The Consolidated Rail System Federation will send information to the "ADVANTIS" Electronic Mailbox System which is now provided on paper. CSXT will absorb the costs incurred by BMWE to facilitate utilization of this system for CSXT related data.
5. The parties representatives for the purposes of developing this electronic

technology (CSXT Payroll Department - BMW Information Services) will meet in advance of the effective date to develop compatible formats to facilitate the changes initially envisioned by this agreement and to provide additional data such as work location, gang and position held at the time of the report. Further, prior to effectuating this agreement, the developing parties will agree upon a format to develop current roster information, which will be made available by an agreed upon date.

6. CSXT will provide as an option electronic direct deposit of net pay to all BMW represented employees. BMW will encourage their members to take advantage of this benefit and to support CSXT efforts.

7. _____
in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended, upon signature of the BMW designated representative now representing employees on the properties of the CSXT.

This agree

Signed at Jacksonville, Florida, this ____ day of _____, 1995.

FOR THE EMPLOYEES:

FOR THE CARRIER:

P.K. Geller
General Chairman

R.H. Cockerham
AN.P. Employee Relations

APPROVED BY:

R. A. Lau
Vice President

APPENDIX "'S" UPDATE SYSTEM PRODUCTION GANG AGREEMENT

Updated as of June 1, 1999

ARBITRATED AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

WHEREAS, Section 11 of the report of Presidential Emergency Board 219 ("PEB"), as clarified and modified by the Special Board ("SB"), provided for in Public Law 102-29, which, on July 29, 1991, became binding on the parties with the same effect as though arrived at by agreement under the Railway Labor Act; and,

WHEREAS, the parties have taken conflicting positions with regard to the meaning and intent of the recommendations of the "PEB" and the clarifications and modifications of the "SB" made in connection with Section 11 of the "PEB" report; and,

WHEREAS, the parties nonetheless concur to establish system-wide production gangs without prejudice to their respective positions;

THEREFORE, IT IS HEREBY AGREED:

System Production Gangs, hereinafter referred to as "SPGs", may be established to perform production work throughout the CSXT System without regard to former property lines or seniority districts.

For the purposes of this agreement, production work that may be performed by a SPG, is confined to the following work activities: tie installation and surfacing, surfacing, and rail installation. A System Production Gang is "a gang that is heavily mechanized and mobile, continuously performing specific, programmed, major repair and replacement work utilizing a substantial (no fewer than twenty) number of employees". This definition, however, does not limit the Carrier's right to utilize non-SPG gangs to perform these work activities nor does it limit the Carrier's right to propose and reach mutual agreement that other production work be performed by SPG's in the future so long as the Carrier gives the General Chairmen the requisite 60 days' written notice and follows the procedures provided by Article XVI, Section 3 of the September 26, 1996 National Agreement. (Amended 9/27/96 - Article XVI Sections 2 and 3)

The terms and conditions of service on SPG's will be as follows:

Section 1 - SPG Roster (Amended 9/28/93 and 6/1/99)

- A. All employees subject to this agreement presently holding seniority on a BMW Track Subdepartment Foreman, Assistant Foreman, Machine Operator or Track Laborer (including Track Repairmen, Trackmen, etc.) roster shall be listed on a "SPG Roster" consistent with their classification in the order of their earliest seniority in that classification. The SPG Rosters will at a minimum list the employees name, CSX Identification Number, his seniority date in the classification and the home seniority roster his ranking on the SPG is based upon.
- B. Where two or more employees have the same Trackman's seniority date they shall be ranked and listed in alphabetical order of their surnames on the SPG Trackman's seniority roster. Employees with the same seniority dates in any of the other classifications listed above, shall be ranked in the same order as they appear on the SPG Trackman's seniority roster. (Amended 9/28/93)
- C. Employees who are assigned by bulletin to a SPG position in a classification in which they were not previously listed on a SPG Roster, will have their names added to the SPG Roster corresponding to that classification as of the date assigned by bulletin. Employees assigned on the same date will be listed in the same relative order as they appear on the SPG Trackman's seniority roster. Employees placed on such rosters will also establish seniority on the equivalent roster under his home roster. (Amended 9/28/93 and 6/1/99)
- D. In the event a position on a SPG is filled by a new hire, including those employees holding BMW seniority in other than the Track Subdepartment, and that new hire is not rejected in writing within sixty (60) calendar days after first performing service, then such new hire will have his name placed on the SPG Roster in the classification in which he was hired, as of the first day worked, as well as establishing seniority in that classification on the seniority district of his choice provided he does so in writing to the Director Employee Relations no later than sixty (60) days after establishing SPG seniority. If such election is not timely made he will establish seniority on the roster in the classification nearest his place of residence as indicated by

payroll records.

Section 2 - Bulletining and Filling SPG Positions (Amended 9/28/93)

- A. Inasmuch as multiple gangs and positions will be bulletined at the same time, employees shall have the right to bid on any, or all of such positions on such bulletins, by indicating on the application their preference in order of the positions desired. The bid form facilitating this process is attached hereto as Attachment "A".
- B. Bulletins for all SPG forces will be posted at all headquarters and reporting locations of the employees subject to this agreement, not later than November 10th of each year. Copies will be mailed to all General Chairmen, Local Chairmen, and Foremen in the Track Subdepartment. The General Chairmen will be furnished their copies at least one week in advance of general distribution. Copies of the annual bulletin for SPG positions will also be promptly mailed to all employees subject to this agreement, active and furloughed. (Amended 9/28/93)
- C. All SPG positions, regardless of when the gangs commence work, will be bulletined annually for a period of not less than twenty (20) calendar days in the month of November and assignments will be made by December 15 of the year in which the SPG positions are bulletined. (Amended 9/28/93)
- D. Positions on SPGs will be awarded in the following order:
 - 1. To the senior employee holding SPG seniority in the classification bulletined who has seniority in the classification on one of the seniority districts over which the SPG is programmed to work.
 - 2. To the senior employee holding SPG seniority in the classification bulletined, but who does not hold seniority on one of the districts over which the SPG is programmed to work.
 - 3. Failing to fill the position in accordance with Section 2(D)(1) or (D)(2) above, the position will be filled from the lower successive classes following the same principles contained therein.

An award bulletin containing the name of the successful applicant will be posted at all bulletin board and reporting locations, with copies furnished to the successful applicant, the General Chairmen and the Local Chairmen.

- E. Failing to fill any SPG position in accordance with Section 2(D)(1), (D)(2) or (D)(3) above, the Carrier shall offer the position to furloughed BMW employees not subject to this agreement prior to the employment of new hires.

- F. Employees assigned by bulletin to SPG positions on which not previously qualified, will be afforded training and be furnished all related materials involving the position in order to qualify. All employees shall be given equal access to training and training materials. Employees assigned to such positions will be given the maximum of thirty (30) calendar days after being assigned in which to qualify, but an employee who fails to show sufficient aptitude may be disqualified in writing at any time during the qualification period. An employee not disqualified during such thirty (30) calendar day period will be considered qualified. An employee who is disqualified within said thirty (30) calendar day period, may, within ten (10) calendar days from the date of disqualification, request an unjust treatment hearing at which the carrier must establish the employee failed to show sufficient aptitude and/or the employee may file a claim or grievance in accordance with this agreement.

Section 3 - Filling Vacancies

- A. Vacancies created by employees who retire, die, resign, or are dismissed or by employees bidding to other positions will be bulletined within ten (10) calendar days after the vacancy occurs.

- B. Vacancies caused by personal illness, personal injury, disciplinary suspension or leave of absence need not be bulletined until the expiration of thirty (30) calendar days after the vacancy occurs. Such vacancies will be bulletined within thirty (30) days of the start of the vacancies.

- C. If the vacant position is awarded to an employee who is senior to the employee who created the vacancy, or should an employee who is senior to the employee who created the vacancy obtain the position in the exercise of seniority, the affected employee, upon their return to service will be

required to displace within ten (10) calendar days to another SPG position to which entitled in accordance with this agreement or exercise their seniority in accordance with their home road agreement.

- D. All vacancies shall be bulletined for 15 calendar days and awarded in accordance with Section 2(D) within ten (10) days of the closing date of the bulletin advertising the position.

Section 4 - Filling Vacancies Pending Bulletining and Assignment

- A. All Foreman, Assistant Foreman and Machine Operator vacancies filled temporarily, pending assignment by bulletin, shall be filled as follows:
 - 1. By offering the position in seniority order to the employees who are working on the SPG where such vacancy exists, and who are listed on the SPG Roster in the classification in which the vacancy exists, and who are not occupying a position within that classification or any higher classification.
 - 2. Failing to fill vacancies in accordance with (1) above, the position shall be offered in seniority order to the employees who are working on the gang where the vacancy exists, who are listed on the SPG Track Laborers Roster.
- B. All Track Laborer vacancies filled temporarily pending assignment by bulletin shall be filled by offering the position in seniority order to furloughed employees on the seniority district where the gang is working when the vacancy occurs, who are listed on the SPG Track Laborer Roster.

Section 5 - Form of Bulletin (Amended 9/28/93)

All bulletins advertising SPG positions shall specify the gang designation, that lodging will be provided by the Carrier and the initial lodging location, the starting time on the first day of work, the tentative starting date and reporting location, the initial assigned rest days, the position, and rate of pay of the position. The bulletins advertising SPG positions will identify a proposed schedule of the work to be performed by the particular SPG, and the territory and seniority districts over which the work is programmed. The bulletin will also identify the approximate length of time the gang is scheduled to work. In addition to the bulletin, the Carrier will publish and distribute with the bulletin a map depicting the districts over which each gang is scheduled to work, as well as a cross-referenced listing of all of the seniority districts and the gangs scheduled to work

on each district. (Amended 9/28/93)

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

A. The work week on SPGs will be governed by the National Forty Hour Work Week Rule as modified in Article 5 of PEB 219, and as clarified and modified by the Special Board established pursuant to Public Law 102-29, except as provided herein.

- B. The most desirable forty (40) hour work week for SPGs will be four (4) consecutive ten (10) hour days followed by three (3) consecutive rest days, with both Saturday and Sunday observed as rest days. 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.
- C. Employees on SPGs may be allowed to accumulate rest days whether working four ten-hour days or five eight-hour days by mutual agreement between the Carrier and the majority of the employees assigned to the SPG. Employees will not be required to work more than eight (8) consecutive work days at ten (10) hours per day without being allowed six (6) consecutive rest days or more than ten (10) consecutive work days at eight (8) hours per day without being allowed four (4) consecutive rest days.
- D. The least desirable 40 hour work week would be five (5) consecutive eight-hour days followed by two (2) consecutive rest days which will only be assigned after the matter has been considered and authorized by the Chief Engineer - MofW, who will in advance give the General Chairmen and the members of the Oversight Committee established hereafter a copy of his letter authorizing such work week, along with the reasons therefor, and the affected employees will be so notified five days prior to such a change.

Section 7 - Overtime

- A. All hours in excess of 8 when working 8 hour days or in excess of 10 when working 10 hour days will be paid at time and one half rate. For time worked in excess of sixteen (16) hours following the beginning of the employee's regular starting time, the double time rate will apply until released for

at least eight (8) hours or the beginning of the next regular work period, when time and one-half rate will apply for the following sixteen (16) hours, then double time for the next eight (8) hours.

- B. The right to work overtime, when required on System Gangs, will accrue first to the incumbent of the position of which the overtime is required. If declined by the incumbent, overtime will be performed by the senior qualified employee in the System Gang indicating a desire to work overtime. If no employee desires to work overtime and overtime is required, the junior qualified employee in the System Gang involved will work the overtime.

Employees will not be required to stop work during any assigned work period to absorb overtime made that day or any previous day.

Section 8 - SPG Lodging

Employees assigned to SPGs will be housed in lodging facilities furnished by the Carrier, either motels or other FRA approved housing. When lodged in motels, no more than two (2) employees will be lodged in a room containing two (2) beds. Arrangements will be made to allow employees a place to shower and change clothes at the end of the last work day of a work period. Employees electing not to return to their residences to observe their rest days shall be allowed to remain at their designated lodging facility without expense to the employee; however, by exercising this election, the employee involved will forfeit any claim to his travel allowance as hereinafter provided. Modified by CSXT Labor Agreement 12-81-97 dated October 8, 1997

Section 9 - Meal Allowance{tc \11 "Section 9 - Meal Allowance}

SPG employees shall be paid a meal allowance of \$ 148.75 per work week. This allowance will not be paid on days an employee is absent and a one-seventh adjustment will be made for each day the allowance is not payable. An employee who is absent on the last work day preceding his assigned rest days and/or the first work day following his assigned rest days will not have his meal allowance additionally reduced for his rest days. However, if an employee is absent the entire work week, no meal allowance will be payable. This allowance will be adjusted commensurate with future adjustments to the allowance provided in Article I, Section B(3) of the Award of Arbitration Board No. 298.

Section 10 - Work Site Reporting (Amended 9/27/96)

All SPG employees shall be subject to the work site reporting provisions of ARTICLE

XVII - WORK SITE REPORTING of the September 26, 1996 National Agreement which restricts any unpaid traveling between the carrier-designated lodging site and the work site to no more than thirty (30) minutes each way at the beginning and end of the work day. (Amended 9/26/96)

Section 11 - Travel Allowance (Modified by Agreement 10/8/97)

Travel Allowance for System Production Gangs will be a flat weekly allowance calculated annually pursuant to CSXT Labor Agreement 12-81-97. For 1999 the weekly allowance will be \$121.00 per week.

Section 12 - National Agreements (Modified 6/1/99)

When not in conflict with the provisions of this agreement, terms and conditions of employment on SPGs not specifically stipulated herein shall be governed by the provisions of applicable National Agreement rules on the subjects of vacation, personal leave, bereavement leave, jury duty, union shop, holidays, force reductions, off-track vehicle accidents, and supplemental sickness benefits, as well as all of the health and welfare and wage and work rules contemplated by the various recommendations of the Imposed Agreement pursuant to PL-102-09 and the September 26, 1996 National Agreement. Otherwise, terms and conditions on SPGs, such as discipline, etc., will be subject to the terms and conditions of the CSXT System Agreement with BMW.

Section 13 - Rates of Pay on SPGs

(Rates of Pay and Classifications Updated and Amended 6/1/99)

Hourly rates of pay for SPG positions shall be as follows:

SPG Foreman	-	\$ 17.69
SPG Asst. Foreman	-	\$ 16.83
SPG Asst. Foreman Time Keeper*	-	\$ 16.83
SPG Machine Operator "A" (Operators of Adzers, Backhoes, Ballast Regulators, Cranes, Tampers, TKO, Spikers, Spike Pullers, Tie Handlers, and Track Stabilizers)	-	\$17.09
SPG Machine Operator "B" (Operators of Anchor Machines [Spreaders, Tighteners], Double Broom, Plate Plucker, Plate Broom, Spike	-	\$16.60

Retriever/Reclaimer, Tie Plugger, Cribbers, Plate Positioner,
Large Rail Saws, Rail Heaters, Scrap Loaders, Rail Lifters
Handler, Bolt Machines

SPG Vehicle Operators \$16.60
Operators of Vehicles requiring Commercial Drivers
Licenses such as, Fuel Trucks, Buses, Dump Trucks, Boom
Trucks, Gang Trucks)

SPG Trackman - \$ 15.27

* See Side Letter 2 Dated 9/28/93 regarding this position.

Section 14 - Special Rule Concerning Holidays, etc.

In applying rules on Holidays, personal leave, bereavement leave, and jury duty to SPG employees working ten (10) hour work days, a minimum basic days' pay will be considered ten (10) pro rata hours.

Section 15 - Claims and Grievances

Any claims or grievances arising out of the application of this Agreement will be handled in accordance with Article V of the August 21, 1954 National Agreement; however, the claim or grievance will be handled directly with the Director Employee Relations.

Section 16 - Emergency Conditions

Except in major emergency circumstances, SPGs will be limited to work which is generally associated with the work of the specific SPG. There is no intent on the part of the carrier to utilize SPGs to perform routine maintenance work not generally associated with work performed by a SPG.

Section 17 - Vacation Credit While Working on SPGs

Employees assigned to SPGs working ten-hour days will be credited with 1.25 days credit for each day worked for vacation qualifying purposes.

Section 18 - Employees Right to Exercise Seniority (Amended 9/28/93 and 9/27/96)

- A. Employees assigned to SPG positions will have the right to bid and displace to other SPG positions, within their assigned SPG, other SPGs, or positions bulletined on their home road consistent with their existing rights under their home road agreement. SPG employees awarded a position on another SPG or a position on the employees home road will be released to the new position within fifteen (15) calendar days following the awarding of the position.

- A1. An individual who bids and is subsequently assigned to work on a SPG may be held to that gang for a period of no more than 30 days. After such time, the employee will be entitled to bid for other jobs with the carrier, subject to the limitation that no more than ten percent of a gang may bid off during a one week period. (Added pursuant to Article XVI, Section 3 (b) of the 9/26/96 Agreement)

- A2. Each employee assigned to a SPG who does not leave the gang voluntarily for a period of at least six (6) months shall be entitled to a lump sum payment annually equal to five percent of his or her compensation earned during the calendar year on that gang. Such compensation shall not exceed \$1,000 and, it shall be paid within 30 days of the completion of the employee's service on the gang. If the carrier disbands the gang in less than six months, the carrier will be responsible for payment of the production incentive earned as that date. (Added pursuant to Article XVI, Section 4 of the 9/26/96 National Agreement)

- B. If the employee is not released to his new position within the fifteen (15) day period provided above, he shall receive three hundred dollars (\$300) per week held in addition to all allowances provided for herein, provided he has advised his Foreman of his assignment to such new position.

- C. Employees assigned to SPG's who request to be release from the SPG as a result of an unforeseen hardship, shall make their request, in writing, to the Director Employee Relations, with a copy to the employee's General Chairman. If the release is granted on the grounds of hardship, the release employee will not obtain a displacement right to any other position. (Added 9/28/93)

- D. Any employee listed on a SPG roster identified in Section 1 of the agreement who is not assigned to a SPG position and subsequently acquires a displacement right under their home road agreement may displace an employee holding a position on a SPG programmed to include work on the displaced employees home seniority district provided that the displaced employee would have originally been entitled to the position; i.e., he is either senior to an employee who holds the position by virtue of the SPG being scheduled to work over his home seniority district, or he is senior to an employee who holds the position solely on the basis of his SPG seniority.

- E. An employee displacing onto an SPG position must do so within fifteen (15) calendar days from the date of his position being abolished, being displaced by a senior employee, or being awarded an SPG position not starting within fifteen (15) days of the advertised starting date.
- F. Employees not assigned to a SPG position will not obtain a displacement right onto a SPG position until having worked a minimum of forty (40) hours, unless displaced by a senior employee. (Added 9/28/93)
- G. Employees assigned to SPG positions while filling such position, are not subject to recall to any position on their home road.

Section 19 - Work Force Stabilization

- A. Employees initially awarded positions on a SPG will be afforded at least six (6) months work in the calendar year commencing from the first day worked on a SPG. Employees not afforded at least six (6) months work opportunity will be afforded the relief provided for in Section 13 (Work Force Stabilization) of PEB 219.
- B. Employees who voluntarily vacate a SPG position prior to the completion of the six (6) month period stipulated in Section 19 (A) above will forfeit any unused "protection" afforded herein. Likewise, employees who subsequently fill such a vacated position will assume the unused "protection" for the remainder of the six (6) month period.

Section 20 - Oversight Committee

In connection with this agreement, an Oversight Committee, comprised of an equal number of Carrier and Organization representatives will be established to make recommendations on matters of mutual interest related to the System Gangs established herein. The Oversight Committee will meet as necessary, or upon the request of either party, and at locations mutually agreeable to the parties. The Committee will be vested with the obligation to make recommendations to the General Chairmen and the Carrier's management concerning problems. Expenses incurred incidental to the operation of the Oversight Committee will be borne by the party incurring them.

Section 21 - Non-Discrimination

For convenience, references to gender, if any, in this agreement are made in the masculine gender. It is understood and agreed by the parties to this agreement that references to the masculine gender include both the masculine gender and the feminine gender. The parties to this agreement pledge that no provisions herein shall be interpreted or applied in a manner that would unlawfully discriminate against any employee because of race, color, creed, religion, national origin, age or sex.

Section 22 - Labor Protection

There will be no diminution of rights or obligations flowing from any employee protective conditions imposed by the Interstate Commerce Commission, applicable to BMW represented employees, arising as a result of the establishment of these system-wide gangs.

Section 23 - Effect of this Agreement (Amended 9/28/93) (Updated June 1, 1999)

This agreement will become effective September 28, 1993, and shall remain in effect until December 31, 1999. Subsequent agreements, when reached, shall be in effect for a period of one calendar year; they will become effective on January 1 and expire on December 31 of the same year.

- B. In order to insure that an agreement is in place for the year 2000 and each year thereafter, either party may during the month of June 1999 and each June thereafter serve notice to change the terms and conditions of the agreement that is in effect at that time.
- C. If the parties are unable to reach agreement concerning the changes proposed by either party within thirty (30) calendar days from serving the original notice, either party may submit the matters to final and binding arbitration in accordance with the procedures set forth in Section 11, Subsections 1, 2, 3 and 4 of PEB 219.
- D. In the event a notice is not served by either party in accordance with Section 23 (B) above, the agreement that is in effect at that time will continue to be in effect for the next calendar year.

Updated June 1, 1999

AGREEMENT

between

CSX TRANSPORTATION

and

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Recognizing that the use of alcohol and/or drugs in a serious problem within the railroad industry, management and the Maintenance of Way employees, In an effort to assist the apparent Rule G violator retain an employment relationship and seek rehabilitation, jointly consider a change In Rule G policy desirable, and, therefore, agree to modify the respective applicable discipline rule or rules to the extent hereinafter provided:

1. If the Carrier has probable cause to believe that a Rule G violation has been committed and no other rule violation has occurred, the situation will be handled In the following manner:

A. Employee will immediately be removed from service.

B. When this occurs, the employee does have the right to request a drug and/or alcohol test In connection with the apparent Rule G violation. Such employee will be informed of his/her right In that regard.

C. If the employee requests to be tested under Paragraph B, he/she must provide both urine and blood samples.

D. Blood given an part of the drug and/or alcohol test under Paragraph C, will be used an confirmation of the finding In the EMT screening of the urine and will be considered conclusive.

E. Supervisor should, when practicable, make an effort to ensure that the employee will return to his home safely.

F. Employee will be notified of Rule G. violation charge In accordance with the applicable agreement rule. Along with the Charge Notice, the employee will be furnished an Option Form, similar to copy attached hereto, an which to Indicate selection of one of the following options:

(1) Will attend hearing an Rule G violations charge, or

(2) Will contact one of the Carrier's Employee Assistance Program Counselors within five (5) days of the date the

Charge Notice is received and will indicate a willingness to immediately enroll and participate in an approved rehabilitation program, with the understanding that:

- (a) The hearing on Rule G charge will be held in abeyance,
- (b) The employee will continue to remain out of service, and,
- (c) The employee will be carried on the Carrier's records as being off due to "Disability."

2. The Carrier shall notify the employee's General Chairman of the Incident in order to assist the employee in the decision to be made under Paragraph I-F.

3. An employee who elects Option F-(2) of Paragraph 1 will remain out of service until the Division Manager or appropriate Departmental Manager having jurisdiction, based on the advice of the EAP Counselor makes determination that the employee can safely return to service. Upon resuming duty, the original Rule G violation charge will be dropped.

4. To assist the Division Manager or other appropriate Departmental Manager in charge in determining whether or not to return the employee to active duty, the employee must undergo an examination as required by the Carrier's Chief Medical Officer.

5. If and when the employee is permitted to resume duty, a personal conference between the employee, the employee's General Chairman or designated representative and the Division Manager or appropriate Departmental Manager having jurisdiction over such employee, will be held in a timely manner and at a mutually convenient location in order to expedite the employee's return to service.

6. Should an appeal by the General Chairman for the employee's restoration to service be denied by the Division Manager or appropriate Departmental Manager, a conference referred to in Paragraph 5 will be held if requested by the General Chairman within fifteen (15) days of the date requested. If a dispute exists as to the status of the employee following such conference, the General Chairman may refer the matter for further handling with the highest designated officer in Labor Relations.

7. Should an employee who has been returned to service under Paragraph 3 of this agreement appear to again violate Rule G within a period of five (5) years from the date authorized to resume duty, a hearing will be held on the Rule G charge under the applicable agreement rule.

B. Should an employee who has been returned to service under Paragraph 3 of this agreement not have another Rule G violation within a period of five (5) years after having resumed duty, but thereafter is charged with violation of Rule G, then the employee will again be subject to the provisions of Paragraph I-F of this agreement.

9. When an Incident occurs where an employee apparently was in violation of Rule G and possibly In violation of another rule or rules, the Carrier, at Its sole discretion, may proceed In one of the following ways:

(a) Treat the matter as a Rule G Incident only and, accordingly, the provisions of Paragraph 1-F of this agreement will then be applicable.

(b) Charge the employee with violation of Rule G as well as any other rule or rules and hold hearing under applicable agreement.

(c) Provided the employee Is offered the opportunity and Is willing to elect Option F-(2) of Paragraph I with respect to the Rule G violation charge, proceed with the hearing on the rule(s) violation Involving rule(s) other than Rule G and assess discipline, If justified, based on transcript of hearing.

10. Should an employee elect Option F-(2) of Paragraph I and either failed to enroll In an approved rehabilitation program within the prescribed period or, after enrolling, failed to continue participation In the program, the Division Manager or appropriate Departmental Manager, upon being notified of -such fact by the Carrier's EAP Director, win consider the employee as having elected Option F-(l) of Paragraph 1. Under such circumstancest any provision of any applicable agreement rule providing a time limit from the ate of Incident In which the hearing must be held will be considered waived by all Involved parties. However, the hearing must be held within ten (10) days from the date charged, If possible.

11. This agi-eement will be made effective within thirty (30) days of the day the Carrier Is notified by the Organization that the agreement has been ratified, and will continue in effect until revised or amended by agreement of the parties. The Carrier and the Brotherhood of Maintenance of Way General Chairman will meet at approximately six-month Intervals to review their experiences under this agreement. It Is further understood that this agreement may be cancelled upon thirty (30) days' written notice, either party to the other.

12.Signed at Washington, D. C. this 1941 th day of July, 1988

FOR:
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYES

FOR:
CSX TRANSPORTATION, INC.

T. A. Denton, General Chairman
(SCL-AWP Committee)

Leonard Womble
Senior Manager Labor Relations

Luis Gonzalez, General Chairman
(B&OCT Committee)

G. L. Hockaday, General Chairman
(C&O Committee)

J. D. Knight, General Chairman
(SCL Committee)

N. J. Marquar, General Chairman
(L&N Committee)

A. J. Popp, General Chairman
(Monon Committee)

J. W. Pugh, General Chairman
(CRR Committee)

B. J. Twigg, General Chairman
(B&O Committee)

B. L. Watts, General Chairman
(C&E Committee)

Jed Dodd, General Chairman
(WM Committee)
D. E. DeLoach, General Chairman
(P&N Committee)

X411OALRNOLW

Date _____

Location _____

Mr. _____:

Because you have been formally charged with violation of Rule G and in accordance with the provisions of Paragraph I-C of applicable agreement concerning Rule G policy, you should now select one of the following options:

I will attend hearing an Rule 6 violation charge.

I will contact one of the Carrier's Alcoholism Rehabilitation Program Counselors within five (5) days of the date the charge Notice was received and will indicate a willingness to immediately enroll and participate, in an approved rehabilitation program, with the understanding that:

(a) The hearing on Rule G charge will be held in abeyance

(b) I will continue to remain out of duty until the officer in charge approves my return to service. and

(c) I will be carried on the Carrier's records as being off due to "Disability".

This form is being furnished you in duplicate in order to permit you to return one copy to the undersigned as soon as possible and, should you desire, to furnish copy to your Local Chairmen.

Supervisor

**I have voluntarily selected
the above-indicated option.**

Signature

Date

Labor Relations Department

Jacksonville, Florida, June 27, 1988

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance
of Way Employees
713 W. Trade Street - P. O. Box 32504
Charlotte, North Carolina 28232

Mr. J. D. Knight, General Chairman
Brotherhood of Maintenance
of Way Employees
4151 Woodcock Drive, Suite 109
Jacksonville, Florida 32207

Mr. T. A. Denton, General Chairman
Brotherhood of Maintenance
of Way Employees
4040 Woodcock Drive, Rom 167
Jacksonville, Florida 32207

Mr. W. J. Marquar, General Chairman
Brotherhood of Maintenance
of Way Employees
109 Third Ave., North - Room 210
Nashville, Tennessee 37201

Mr. Jed Dodd, General Chairman
Brotherhood of Maint. of Way-Emp.'s
Carlton Haute a Sulito 303
1.819 John F. Kennedy Roulavnrd
Philadelphia, Pennsylvania 19103-1733

Mr. A. J. Popp, General Chairman
Brotherhood of Maintenance
of Way Employees
2407 St. Joe Road, West
Sollershurg, Indiana 47172

Mr. Luis Gonzales, General Chairman
Brotherhood of Maintenance
of Way Employees
7145 South Talman Street
Chicago, Illinois 60629

Mr. J. W. Pugh, General Chairman
Brotherhood of Maint. of Way Emp.'s
Suits 2-A, Charter Fed. Building
2706 Ogden Road, S. W.
Roanoke, Virginia 24014

Mr. O. L. Hockaday, General Chairman
Brotherhood of Maintenance
of Way Employees
U. S. Route 60
P. O. Box 40
Providence Forge, Virginia 23140-0040

Mr. B. J. Twigg, General Chairman
Brotherhood of Maintenance
of Way Employees
215 E. Waterloo Road, Suite 16
Akron, Ohio 44319-1236

Mr. B. L. Watts, general Chairman
Brotherhood of Maintenance of Way
Employees general Delivery Ina, Illinois
62646

Gentlemen:

It is understood that the, term "Paid for all time lost" outlined in Item #2 of the Drug and Alcohol Labor Agreement, 6-076-88, Is intended to include any overtime the employee would have received if he/she would not have been held from service pending results of such laboratory tests.

Very truly yours,

X5179.A/LRODEB

Leonard Womble
Senior Manager Labor Relations

CSXT Labor Agreement 6-076-88

IMPLEMENTING AGREEMENT
BETWEEN
CSX TRANSPORTATION, INC.
AND ITS EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Whereas CSX Transportation, Inc. (hereinafter "CSXT"), (hereinafter "railroad"), and the Brotherhood of Maintenance of Way Employees (hereinafter "BMWE"), recognize that the use of alcohol and/or drugs by employees on duty or subject to call is a serious problem within the railroad industry, and that the safety of the general public as well as that of all employees is jeopardized by the use of drugs and alcohol.

Further, whereas the BMWE and CSXT recognize that employees found to have alcohol and/or drugs in their system will not be allowed to perform service.

Therefore, in consideration of the mutual promises contained herein, the parties agree to implement the following procedures governing the identification, evaluation, and rehabilitation of employees who use drugs and/or alcohol while subject to or on duty.

1. Drug and alcohol tests shall be performed on any and all employees involved when the following events occur:

a. Any FRA reportable accident under 49 CFR, Part 225, in which a minimum of \$5,000 damage occurs but which does not reach the thresholds defined in Subpart C of 49 CFR, Part 219, for mandatory post-accident testing. The railroad's supervisor will exclude the employee from the required testing under this subsection if the accident was a grade crossing accident, or caused by an act of God, or track and mechanical failures and which are not coupled with Operating Rule violations.

b. Any on duty personal injury that would require notification of a supervisor. Employees will have all injuries evaluated and/or treated by health care professionals prior to the collection of samples (See Appendix C). An exception to the testing requirement will be granted by a railroad supervisor where it is determined that the employee is merely a passive participant in circumstances leading to the injury. Examples of such circumstances include, but are not limited to, the following:

(1) Situations involving bee stings, dog bites, snake bites, etc.;

(2) Foreign particles in the eye when wearing safety glasses, or when safety glasses are not required;

(3) Employees injured as a result of vandalism;

(4) Passengers in company vehicles or in company-furnished taxi cabs that are involved in accidents;

(5) Drivers operating their own vehicle and accompanying passengers, while not under pay;

(6). Injuries as a result of exposure to hazardous material in a customer's plant or facility;

(7) Employees suffering from chronic occupational illnesses, developed from exposure over a long period of time, such as loss of hearing, asbestosis, etc.;

(8) Employees struck by flying objects, such as rocks, cinders, boards, etc.; and

(9) Employees subjected to an assault by one or more persons and when it is clearly evident that the injured worker did not provoke the assault.

2. Employees shall be subject to drug and alcohol testing when reasonable suspicion exists that the employee has been using drugs and/or alcohol. The reasonable suspicion will be based upon specific personal observations that two supervisory employees can put in writing concerning the appearance, behavior, speech, or body odors of the suspected employee. One supervisor must be trained and qualified to recognize drug and/or alcohol use by having attended a drug and alcohol training program approved jointly by the parties to this Agreement. Employees tested under

this section will be withheld from service until the test results have been received and processed by the CSXT Medical Department. The Individual employee tested will be provided a copy of the laboratory report. If the test(s) result is negative, the employee will be paid for all time lost, and such time shall be credited toward vacation and holiday eligibility. The employee shall be promptly notified in writing and be immediately returned to service.

3. Drug and alcohol urine screening also shall be required as a part of a reinstatement physical examinations. Also, any employee furloughed continuously for more than ninety (90) calendar days may be required to take a return to work physical prior to his or her return to work. Such employees will be so notified using the Notice attached hereto as Appendix D. If the employee, because of previous CSXT Instructions, has previously taken and passed a physical within sixty (60) days of the return to work date, then the employee will not be required to repeat the physical.

4. (a) Employees who are required to be tested for drugs and/or alcohol under this Agreement are required, as a condition of employment, to provide the necessary urine samples to the railroad at their designated medical facilities at the Carrier's expense. Employees tested pursuant to Sections 1, 2 or 3 of this Agreement shall be afforded an opportunity, but not required, to also provide blood samples at Carrier's expense. All urine and/or blood samples taken will be sealed and labeled in the presence of the employee and the employee will initial the label of each sample. If the employee's urine test is positive for drugs at the levels described in Section 7, the test results will be considered positive. If the employee was offered and declined to give a blood sample, the results of the

confirming urine test will be considered positive and conclusive. If the employee's urine test for alcohol is positive, at the levels described in Section 8, and the employee was offered and refused to give a blood sample, the confirming urine test shall be considered positive and conclusive. The employee will be provided written notification of all drug and/or alcohol test results.

(b) If an employee refuses to take a physical as specified under the terms of this Agreement, then he/she may be charged with insubordination and an investigation may be conducted under the terms of applicable collective bargaining agreement which may result in discipline.

5. (a) No employee shall be screened for drugs and/or alcohol under Sections 1 or 2 of this Agreement after eight hours have passed from the triggering event as specified in Sections 1 or 2, or after having been normally relieved from his/her regular tour of duty and is no longer being compensated.

(b) Employees tested for on duty accidents or injuries as specified in Sections 1 or 2 will remain in service and will be compensated consistent with applicable schedule agreements.

(c) Employees who have been tested under this Agreement and found to be positive for drugs or alcohol in the screening process and evaluated as medically dependent by the Employee Assistance Counselor may draw supplemental sickness benefits provided they are eligible for such benefits under the Supplemental Sickness Benefits. He/she will remain on sick leave until release for return to work by the Chief Medical Officer,

and the Chief Medical Officer will be required to promptly sign the proper medical forms as required by the Railroad Retirement Board and any and all supplemental sickness coverages, provided the employee meets the eligibility requirements of the National Agreement.

(d) Employees who have been tested under this Agreement and found to be positive for drugs and alcohol in the screening process and evaluated as non-dependent by the Employee Assistance Counselor will be allowed to participate in re-testing as soon as the Counselor feels the lack of drugs are within negative limits. The Counselor will be responsible for scheduling the testing appointment as soon as possible, but no longer than 10 days after the negative drug levels have been reached.

6. When drug and/or alcohol testing occurs as provided for in Sections 1, 2 or 3 of this Agreement, the employee shall render his or her full cooperation to the supervisor and the staff of the testing facility in completing a Testing Control Form (sample attached - Appendix A). Information to be collected on this form shall include data on the individual being tested, reasons the individual is being tested, and specifics about the sample collection procedure. Further, the form shall provide space for the tested employee to offer a voluntary statement if the employee so desires. CSXT shall provide the tested employee with a copy of the Testing Control Form at the time samples are drawn. The original copy of this form will be placed in the employee's personnel record.

7. The drugs for which the railroads will screen an employee's urine sample include, but are not limited to, the following: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, and opiates. A positive and conclusive urine test will be considered positive and conclusive. If the employee's urine test for alcohol is positive, at the levels described in Section 8, and the employee was offered and refused to give a blood sample, the confirming urine test shall be considered positive and conclusive. The employee will be provided written notification of all drug and/or alcohol test results.

(b) If an employee refuses to take a physical as specified under the terms of this Agreement, then he/she may be charged with insubordination and an investigation may be conducted under the terms of applicable collective bargaining agreement which may result in discipline.

5. (a) No employee shall be screened for drugs and/or alcohol under Sections 1 or 2 of this Agreement after eight hours have passed from the triggering event as specified in Sections 1 or 2, or after having been normally relieved from his/her regular tour of duty and is no longer being compensated.

(b) Employees tested for on duty accidents or Injuries as specified In Sections 1 or 2 will remain In service and will be compensated consisted with applicable schedule agreements.

(c) Employees who have been tested under this Agreement and found to be positive for drugs or alcohol In the screening process and evaluated 'as medically dependent by the Employee Assistant Counselor may draw supplemental sickness benefits provided they are eligible for such benefits under the Supplemental Sickness Benefits. He/she will remain on sick leave until release for return to work by the Chief Medical Officer,

and the Chief Medical Officer will be required to promptly sign the proper medical forms as required by the Railroad Retirement Board and any and all supplemental sickness coverages, provided the employee meets the eligibility requirements of the National Agreement.

(d) Employees who have been tested under this Agreement and found to be positive for drugs and alcohol in the screening process and evaluated as non-dependent by the Employee Assistance Counselor will be allowed to participate in re-testing as soon as the Counselor feels the lack of drugs are within negative limits. The Counselor will be responsible for scheduling the testing appointment as soon as possible, but no longer than 10 days after the negative drug levels have been reached.

6. When drug and/or alcohol testing occurs as provided for in Sections 1, 2 or 3 of this Agreement, the employee shall render his or her full cooperation to the supervisor and the staff of the testing facility in completing a Testing Control* Form (sample attached - Appendix A). Information to be collected on this form shall include data on the individual being tested, reasons the individual is being tested, and specifics about the sample collection procedure. Further, the form shall provide space for the tested employee to offer a voluntary statement if the employee so desires. CSXT shall provide the tested employee with a copy of the Testing Control Form at the time samples are drawn. The original copy of this form will be placed in the employee's personnel record.

7. The drugs for which the railroads will screen an employee's urine sample include, but are not limited to, the following: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, methaqualone, opiates, and phencyclidine. Urine samples initially will be screened by EMIT method (an immunoassay method) and all positives will be confirmed by gas chromatography/mass spectroscopy (GC/MS) and reported quantitatively. Cannabinoids will be screened with a detection limit of 100 mg/ml. A positive test of 100 mg/ml or more for cannabinoids will be confirmed by use of the GC/MS detecting the Delta 9 fraction, at a confirmation detection limit of 20 mg/ml.

8. (a) For the alcohol tests mandated in this Agreement, the railroads will test the employee's urine. The urine alcohol determination will be performed via enzyme kinetic methods and positive results will be confirmed by gas chromatography (GC). No urine alcohol test will be considered positive at levels less than 20 mg/dl.

(b) As to those employees who, pursuant to Section 4(a), elect to provide a blood sample, that blood sample will be tested only to confirm any positives, which resulted from the urine screens. Confirmations for positive drug results will be done by the GC/MS method. Confirmation of positive urine alcohol findings will be done by the GC method. No blood alcohol test will be considered positive at levels less than 20 mg/dl.

(c) Nothing In Section 8 Is Intended to change the provisions of Section 4 with respect to the conclusiveness of the urine test for drugs.

9. Samples shall be obtained from the employees In accordance with the procedures set forth In Appendix C attached.

10. The testing laboratories, which the railroads Will use to analyze urine and/or blood samples provided by the employee pursuant to this Agreement with, be of high quality. Should the BMWWE have valid questions about the competency of the testing laboratory, the railroads, upon receipt of such question, shall Investigate the matter and report Its findings to the BMWWE. Should standards and certification guidelines for testing laboratories be established by the National Institute of Drug Abuse (NIDA), the laboratory selected by the railroads must be able to satisfy these criteria. The chosen laboratory must observe established FRA mandated chain of custody requirements and have appropriate safeguards for the handling of all samples.

11. (a) . Any employee tested under the provisions of this Agreement and found to be positive for drugs and/or alcohol In accordance with Section 4(a) and Section 7 hereof, except as provided In Subsection 4(b), will be medically disqualified by the CSXT's Chief Medical Officer In writing, and will be required to participate In the Employee Assistance Program (EAP) for evaluation and successfully complete the prescribed treatment program prior to being returned to service. An employee's return to service win also be predicated upon the passing of a re-examination by the Medical Department, which will Include alcohol and/or drug screens. (This procedure is explained In Appendix B).

(b). Former employees who are being considered for reinstatement to service and as such are required to take a reinstatement physical examination who have a positive drug and/or alcohol finding, as provided for In Section 4, must within forty-five (45) days of receipt of notification of the positive drug or alcohol finding, begin to participate In the Employee

Assistance Program. Such a former employee must also meet all the requirements of Subsection 11(a) of this Agreement prior to being returned to service. Failure of the former employee to meet the requirements of Subsections 11(a) and 11 (b) of this Agreement shall permanently preclude the employee from being rehired.

12. All employee drug and alcohol test results will be confidential and will not be provided to the employee's supervisor in either verbal or written form, or be made a part of the employee's service record. Employee Assistance Program records, including the counselor notes, will be confidential and will not be released to the employee, management of the railroad, except for the 'Medical Officer, personnel of the Employee Assistance Program, and, to the extent the need arises to protect the confidentiality of EAP records, the railroad's Law Department.

13. If an employee is medically disqualified as a result of drug and/or alcohol testing done pursuant to this Agreement, and the employee or his representative objects to either the evaluation or the treatment recommendations of the railroad's Employee Assistance Program counselors, the employee or his/her representative may appeal the evaluation or treatment by requesting the railroad's highest designated officer under the Railway Labor Act to establish a joint medical board in accordance with the following procedure:

(a) The employee involved, or his representative, will select a physician to represent him/her and the railroad will select a physician to represent it. If the two physicians thus selected shall agree on the correctness of the Employee Assistance Program counselor's evaluation and/or

treatment recommendations or determination of completion, the conclusion reached by them shall be final.

(b) If the two physicians selected in accordance with the foregoing paragraphs cannot agree, the railroad and the employee's representative shall select a third *physician* to be agreed upon by them who shall be a practitioner of recognized standing in the medical profession and a specialist in the drug and/or alcohol abuse treatment. The three selected physicians shall constitute a Board which will then examine the employee and the evaluation and treatment recommendations or determination of completion of the Employee Assistance Program counselor and render an opinion supported at least by a majority of the Board as to the proper evaluation and course of treatment or determination of completion for the employee. The Board's findings shall be final and binding.

(c) The railroad and the Individual employee will each defray the expenses of their respective physicians. The expenses of the third member of the Medical Board will be divided equally between the railroad and the Individual employee.

14. This Agreement is without prejudice to the right of the railroads' Chief Medical Officer to require additional drug and/or alcohol tests as a part of any required company-sponsored physical examination. It is not the intention of the railroads to require drug and/or alcohol tests as a part of all company-sponsored examinations.

15. The Carrier will provide training to all line and staff officers responsible for authorizing tests of employees under Section 2 of this

Agreement. Copies of the Agreement will be made available to all employees represented by the BMW, including those employees furloughed, and optional orientation sessions will be held throughout the railroad systems outlining the procedures for implementing this Agreement.

16. An Oversight Committee will be established, composed of one member each from the BMW, Engineering and Labor Relations Departments, the Chief Medical Officer, and the Director-Employee Assistance Program. This Committee will meet twice a year to:

- (a) Review the overall results of the testing conducted pursuant to this Agreement;
- (b) Identify and make recommendations to resolve any implementation difficulties; and

(c) Assure quality control of the testing facilities and procedures. In this regard, the Oversight Committee will be responsible for developing, implementing, and monitoring blind testing procedures of any laboratory used to support this Agreement. Should blind testing result in finding a laboratory negligent or in any other way responsible for failing to follow any applicable guidelines or criteria as set forth herein, they will be discontinued from use immediately and another laboratory will be utilized. ~

17. The railroads agree that drug and/or alcohol tests will not be authorized solely as a result of any anonymous phone calls, letters, or other anonymous communications regarding the behavior or actions of an employee.

18. It is recognized by both parties, signatory hereto, that this Agreement shall become null and void should any federal law be enacted which would supersede the provisions of this Agreement. Nonetheless, portions of this Agreement not in conflict with such legislation, if enacted, shall continue in full force and effect.

19. This Agreement shall not be considered as waiving any right of the railroad, its employees, or objection by an employee to the conducting of searches of lockers or personal property of the employee by the railroad's employees or agents for disciplinary purposes; and by entering into this Agreement, BMW shall not be considered as having concurred with or expanded upon any right of the railroad relative to conducting searches of lockers or personal property for disciplinary purposes.

20. It is agreed that this Agreement is without prejudice to the railroad's position that they have a right to impose the terms hereof pursuant to FRA regulations or otherwise, and to the Organization's position that they do not.

21. The railroad agrees that they will not seek monetary indemnification for litigation expense or damages from the BMW should litigation be brought by an individual employee or group of employees, which is not authorized by BMW and in which BMW is not acting in concert with such employee(s), over the railroad's testing of the employee under this Agreement. However, the railroads may join the BMW in such litigation.

where its presence is needed because of the remedy sought, such as back seniority.

22. Any dispute over the Interpretation or application of the Agreement, except as provided in Section 11 hereof, should be submitted to a Special Board of Adjustment pursuant to 45 USC 153 (Second).

23. This Agreement shall remain in effect through June 30, 1990, and thereafter until changed in accordance with the Railway Labor Act, as amended. Neither party to this Agreement shall serve, nor progress, any notice or proposal for changing the terms of this Agreement prior to June 30, 1990, and any pending notices relating to the subject matter of this Agreement are withdrawn. This does not bar the parties from agreeing in writing upon any matter of mutual interest.

24. This Agreement supersedes all other Agreements and Instructions concerning physical examination of Maintenance of Way Employees employed by CSX Transportation, Inc.

25. The effective date of this Agreement shall be August 1, 1988.
Signed at Washington, D. C. this _____th day of July, 1988.

FOR:
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

FOR:
CSX TRANSPORTATION, INC.

T. A. Denton, General Chairman
(SCL-AWP Committee)

Leonard Womble
Senior Manager Labor Relations

Luis Gonzalez, General Chairman
(B&OCT Committee)

G. L. Hockaday, General Chairman
(C&O Committee)

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(Monon Committee)

J. W. Pugh, General Chairman
(CRR Committee)

B. J. Twigg, General Chairman
(B&O Committee)

B. L. Watts, General Chairman
(C&E Committee)

Jed Dodd, General Chairman
(WM Committee)

D. E. DeLoach, General Chairman
(P&N Committee)

TESTING CONTROL FORM

This form shall be completed for each individual employee who is required to submit to a testing procedure regardless if testing is mandatory pursuant to the FRA Rule or pursuant the drug and alcohol testing agreement between the railroads and the Organization.



Date and Time Employee Name (print) Employee I.D. No.

Name of Supervisor Requiring Test Title

Signature of Supervisor Requiring Test

Railroad Location



Reason for Testing

- Haz-Mat Spill
- \$500,000
- (FRA) Mandatory Test
- Fatality
- Impact over \$50,000
- Impact with reportable Injury



- FRA Reportable Accident
- Agreement Required
- FRA Reportable Injury

MEDICAL/EAP PROCEDURES

FOR HANDLING EMPLOYEES DRUG & ALCOHOL TESTED

Upon receipt of laboratory analysis of drug and alcohol screens provided by individuals covered by this Agreement, those employees found to have used foreign substance must be medically disqualified and removed from service. Negative findings at the levels specified in this Agreement will be attached to the employee's medical record with no **notification sent** to the employee's work location.

In an attempt to address the cause of the substance use and to prevent such occurrences in the future, the Carriers' Medical Department and Employee Assistance Program have developed a procedure in which all employees under this Agreement found to be positive will be evaluated as to their dependence on drugs and/or alcohol. Those found to be habitual abusers must successfully complete a prescribed treatment program prior to a re-examination by the Medical Department for consideration of returning to service.

This procedure is described in the following steps:

- STEP 1 Employee submits to testing as described and authorized in the Agreement. Samples are analyzed at the Carriers' approved laboratory and all findings are forwarded to the Medical Department. Negative findings are noted in the employee's medical files. Copy is sent to the employee, but not sent to the employee's supervisor. Positive findings will result in the employee being medically disqualified from service. If it comes to the attention of the Medical Department that a test is defective in that there is no proper chain of custody, or that the chain appears to be violated in the opinion of the testing analysis laboratory, the results will be considered null and void and the employee will be handled as though the test results were negative.
- STEP 2 Medical Department staff telephonically notifies supervision to remove employee from service.
- STEP 3 Confirmation of medical disqualification and telephonic notification to remove from service is provided the employee's supervisor in writing by the Medical Department in the usual manner.
- STEP 4 Employee is notified in writing of medical disqualification and given the reason for this action, e.g., on the basis of the alcohol and drug screens. The employee is directed to the appropriate Employee Assistance Program counselor for evaluation. Should the employee fail to respond or refuse to contact the EAP, the Chief Medical Officer will send a follow-up letter to the employee. This letter reemphasizes that without an evaluation by the counselor, no physical examination will be scheduled and no consideration will be given to return to service.

- STEP 5 Employee is evaluated by the Employee Assistance Program counselor, and the results of this evaluation are sent to the Chief Medical Officer. If found to be non-dependent, the Medical Department will schedule the physical examination after receiving the proper documentation from the counselor. Should the employee be in need of treatment, the counselor will develop a Treatment Plan for the employee and forward a copy to the Chief Medical Officer for placement in the employee's medical record.
- STEP 6 Employee begins activities to satisfy the objectives outlined in the Treatment Plan. The EAP counselor monitors progress of the employee on a weekly basis or more frequently if appropriate.
- STEP 7 Upon completion of treatment, the EAP counselor furnishes the Chief Medical Officer in writing with the documentation of the employee's progress. Should the employee fail to participate in treatment, or unsuccessfully complete the Treatment Plan Recommendations outlined for him, the Chief Medical Officer will be notified of the employee's performance in writing.
- STEP 8 After receiving the proper documentation outlining the completion of treatment, the Chief Medical Officer will authorize another physical examination for consideration of return to service. Should the Chief Medical Officer be advised that the employee failed to complete treatment, the Chief Medical Officer will notify the employee by letter that without providing evidence of completing treatment, no return to service examination will be scheduled.
- STEP 9 Employee reexamined by the Railway Medical Examiner in preparation for return to service.
- STEP 10 If qualified, supervision is notified telephonically with hard copy to follow for the employee's file. Employee resumes service immediately upon supervisor's receipt of this information. If found to be unqualified by the Medical Department, supervisor is not notified of this finding. If the reason for failing the qualification process is substance abuse related, the employee returns to Step 4 of this procedure. If additional medical problems are uncovered, they will be handled in accordance with established Medical Department policies and procedures prior to being considered for reexamination by the Medical Department for consideration of return to service.

Appendix C

TAKING URINE AND BLOOD SAMPLES

TO PERSONNEL OF THE MEDICAL FACILITY:

In compliance with Federal safety regulations (49 CFR Part 219), a railroad representative has requested that you take blood and/or urine samples from a railroad employee. Certain railroad employees are required to provide these samples by regulations having the force and effect of Federal law (49 CFR Part 219, Subparts A,D). Your assistance is requested in carrying out this program of testing, which is important to the protection of the public safety and the safety of those who work on the railroads.

Observance of the following procedures will ensure that complete and meaningful toxicological analysis can be conducted on the samples and that the results can be positively identified with the persons from whom the samples are taken.

General

The railroad will provide you a CompuChem Laboratories shipping kit that contains necessary supplies. CompuChem Laboratories has been especially designated to perform this testing.

Please perform all of these steps in the presence of the employee who is providing the samples, if possible. This will enhance his/her confidence in the fairness of the procedure.

At a minimum two (2) urine samples must be obtained, the second sample being obtained at least twenty minutes after the first is obtained.

If the employee elects to have a blood sample taken, prompt collection of the blood sample is important. Please perform that step as soon as possible. If the employee indicates he wishes a blood sample in addition to the urine sample he must provide.

An employee who appears in the professional judgment of your staff to be in need of further evaluation and/or treatment at the time specimens are to be collected should not be required to submit the specimens until the attending physician is satisfied that obtaining the samples is consistent with the health of the employee.

Basic rules to follow:

There are several fundamental rules that must be applied to all testing situations to avoid violating the Chain of Custody:

1. Never leave specimens unattended.

- 20 -

A specimen is considered safely in custody only while it is in the physical control of a responsible testing official. If you must leave the immediate area of specimens in your custody, you MUST seal the specimen by applying the custody seal/ID label and:

PUT THE SPECIMEN UNDER LOCK AND KEY or TRANSFER THE SPECIMENS TO ANOTHER PERSON'S CUSTODY.

2. Keep your Chain of Custody as short as possible.

The fewer people who must handle each specimen, the better. Keeping the number of handlers down not only helps prevent breaches In Chain of Custody procedures, but also cuts down on time consuming documentation.

USING THE ORDER ENTRY/SAMPLE CUSTODY FORM:

CompuChem uses a combination form, which contains both Order Entry Information and Sample Custody Documentation. This helps ensure that all of the necessary Information about a particular specimen arrives at the laboratory at the same time as the specimen. Please use one form for each urine sample, and If a blood sample Is collected, use another form for the blood sample.

SAMPLE COLLECTION KIT:

ALL SPECIMENS ARE TO BE COLLECTED AND PACKAGED ONLY IN COMPUCHEM'S OFFICIAL COLLECTION KIT. SEVERAL KITS MAY, IN TURN, BE GROUPED FOR SHIPMENT IN A LARGER CONTAINER.

Each Collection Kit consists of the following:

1. 2, 60 ml urine specimen bottles with screw cap.
2. Adhesive Custody Seal/ID Labels, forms and Instructions.
3. Styrofoam blood tube holder.
4. Shipping container.

FILLING OUT THE ORDER ENTRY FORM:

All of the entries on the Order Entry Form are critical to the proper handling of specimens and reporting of results. Many have been preprinted onto the forms you will be given. Only fill In the following entries:

1. Social Security Number:
Enter the Social Security number of the person to be tested. The Social Security number used on the Custody document MUST match that on the specimen I.D. label on the bottle.

2. Name and/or other ID:
Enter-the full name and company I.D. number of the person to be tested. The name and I.D. number used on the Custody document must match that on the specimen I.D. label on the bottle.

3. Change of Custody:
 - A. PURPOSE OF CHANGE OF CUSTODY
Enter the purpose of each change In custody (i.e. provide specimen, transfer to laboratory, released for shipment).

 - B. RELEASED BY
The person giving up custody of the specimen must print or type his/her name and sign the entry here.

 - C. RECEIVED BY
The person taking -custody of a specimen must print or type his/her name and sign the form here.

 - D. DATE
Enter the date of each change of custody.

4. Special Notes:

A. Print "For Reasonable Cause" In this block.

B. Print "urine-drugs" on the label of the specimen container for the sample. -.

Print "urine-drugs"

C. Enter In this block

URINE COLLECTION PROCEDURE.

1. Open the collection kit and remove the specimen bottle and custody seal/I. D. label.

2. Call the patient to be tested.

3. Fill out the custody seal/I.D. label, providing I.D. Number, Social Security Number, and name of the patient being tested, and the signature of the **collecting/shipping official**.

4. Enter the specimen Social Security number, company I.D. number and name on the order form EXACTLY as It appears on the I. D. label.

5. Give the patient the specimen bottle and advise him/her to give a urine specimen. THE MINIMUM REQUIRED VOLUME IS 50 MLS. If feasible the patient should be permitted to provide the specimen alone In a dry room. If this Is not feasible and a room with running water must be used and you do not directly observe the urination, check the sample to be sure that It is warm. If there is any problem, advise the railroad representative. No railroad official shall observe any part of the specimen collection procedure.

NOTE: The use of other specimen bottles to ship the urine Is not permitted. If a temporary container Is used to collect the urine It must be a single-use container and the contents of the temporary container must be transferred Immediately to CompuChem's specimen bottle.

6. Immediately cap the bottle, making sure that the cap fits tightly.

NOTE: If the cap will not tighten on the bottle, obtain another specimen kit and transfer the urine to the new bottle or try the new cap on the same bottle, discard the defective bottle or cap.

7. Peel the back off the custody seal/I.D. label and place over the bottle cap. Have the patient Initial and date the seal.

Place the specimen bottle In the shipping **container**.

Enter the purpose- of change: "transfer to lab", in chain of custody section of order entry form.

10. In the column under "released by", print or type the name of the patient who provided the specimen, have the patient sign his/her name and the date the specimen was taken.

11. In the column under "received by", the collecting official should print or type his/her name and sign.

12. After 20 minutes collect the second urine sample using the same procedure an above.

13. If a blood sample Is not provided by the employee prepare the container for shipping as described below. If blood Is provided follow the procedure for collecting blood described below, place blood tube In Its special holder and place the holder In the container for shipment as described below.

NOTE: The railroad representative will have the samples picked up by a Federal Express courier.

14. The best
procedure is to have the collecting official be the same person as the shipping official. However, it may be necessary for the collecting official to sign the specimen over to another person for shipping. If this happens, the collecting official should document release of the specimen from his-her custody to the shipping official, making sure to show the transfer date and purpose of change. The shipping official would then complete the shipping information on the front and seal the container for shipment to the lab.

15. Review the order form to make sure it is complete.

A. Does the specimen Social Security number, company I.D. number and name on the order forms match each bottle's Social Security number, company I.D. number and name.

B. Has the type of analysis (i.e., urine-drugs, urine-alcohol, or blood-confirm as appropriate) been printed in the "Special Notes" section?

C. Have any prescribed drugs or the over-the-counter medications used by the employee in the past 60 days been listed in the "Special Notes" section?

D. Have all of the steps In the chain of custody been documented?

E. Is your signature the last entry on each specimen custody section?

16. Separate
the white, yellow and pink copies of the order forms. Fold the white copies and place Inside the shipping container. Retain the pink and yellow copies for your records. Seal the container by moistening the seal tabs on the cover of the shipping container and applying them to the bottom of the container.

17. Slide the
container Inside the envelope, or box provided by the courier service and close the envelope or box.

NOTE: If the chain of custody portion of the order entry form is blank, CompuChem will not process the order.

If more than one container In available for shipping, the containers can be placed Inside a larger box and sealed for shipping or they may be shipped Individually.

Courier service charges will be borne by the railroad.

BLOOD SAMPLES:

If the employee elects to have a blood sample taken, select a sterile evacuated "gray top" tube and place the employee's Identifying Information on the tube seal. ("Gray-top tubes" are not provided; please use "gray-top" tubes available at your facility.)

Do not use an ethanol-base antiseptic to prepare the area for veinpuncture. Isopropyl alcohol or PVP prep pad is acceptable.

Draw 10 milliliters of venous blood.

Deposit blood directly from the syringe into the tube. Place blood tube seal over rubber stopper and down sides of tube. Ask the employee providing the sample to Initial and date the seal on the tube.

Place the blood tube into the Styrofoam holder provided in the shipping container and place the holder in the shipping container with the urine samples already collected for shipment.

After the blood sample has been collected and labeled, please follow the same procedures for Chain of Custody, filling out the order entry form and preparing the sample for shipment as for urine samples as discussed above.

BILLING:

As noted above, the railroad will bear the expense and will arrange for the shipment of samples, by courier, to the laboratory especially designated to perform these analyses, i.e., CompuChem Laboratories. The railroad will bear all costs associated with the analyses themselves. Furthermore, the railroad will pay reasonable and customary fees for collection, preparation and handling of the samples. Bills for these services should be clearly marked to indicate that the fees are for collecting, preparing and handling toxicological test samples and should be sent to:

Chief Medical Officer - J290
CSX Transportation
SW Water Street
Jacksonville, Florida 32202

For any employee requiring further evaluation and/or treatment, the railroad will also pay for the initial evaluation necessary to determine the need for further treatment, and the charges for this should be sent to the above address. Further treatment or evaluation will be handled either through the employee's medical insurance or by the railroad depending on the nature of the condition for which the employee is being treated.

APPENDIX "D"

PHYSICAL EXAMINATION NOTICE

For Employees Returning to Work

This letter will serve as formal notice of your requirement to submit to a physical examination prior to your return to work pursuant to Section 3 of the Agreement concerning drug and/or alcohol testing between CSX Transportation, Inc., and its employees represented by the Brotherhood of Maintenance of Way Employees.

Please arrange to promptly secure an appointment for the required examination from one of the physicians on the enclosed list in order to complete your return to work physical examination. The enclosed form MED-2 must be furnished to the examining physician at the time of examination. You may be required, as part of this physical examination to provide the necessary urine samples to the examining physician/medical facility for testing of drugs and/or alcohol. All drug and/or alcohol testing and the results thereof shall be handled in accordance with the provisions of Section 4 and urine samples shall be obtained from the employees in accordance with the procedures set forth in Appendix "C" of the Agreement referred to hereinabove.

Only employees furloughed continuously for more than ninety (90) calendar days and those who have not taken and passed another CSXT special or return to work physical examination by the medical department within this current furloughed period will be required to submit to this physical examination. If you have previously completed a CSXT special or return to work physical examination within this current furloughed period please fill out the attached form and return it to CSXT.

APPENDIX D
NOTICE OF PRIOR PHYSICAL EXAMINATION

EMPLOYEE NAME: _____

EMPLOYEE I.D. NO.: _____

DATE OF PREVIOUS EXAM: _____

SCHEDULED DATE OF RETURN TO WORK: _____

I hereby certify that I have submitted to and passed a CSXT special or return to work physical examination
on _____.

Employee Signature

Date: _____

Send this form to:

Keep one copy for your records and send one to your General Chairman

31101/LRNOLW

APPENDIX "U"

MAY 23, 1999 STRONGSVILLE AGREEMENT AND SIDE LETTERS

MEMORANDUM OF AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.
and its railroad affiliates

AND ITS EMPLOYEES REPRESENTED BY THE

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS, all issues relating to selection of forces, applicable collective bargaining agreements, seniority district organization, shop consolidations, subcontracting, Shared Asset Areas and disposition of the Conrail Supplemental Unemployment Benefit Plan have been resolved in the January 14, 1999 Arbitrated Implementing Agreement pursuant to New York Dock made with CSXT, NSR and CR through arbitration pursuant to Section 4 of the New York Dock labor protective conditions, and;

WHEREAS, the parties to this Memorandum of Agreement have, after reviewing the terms of said Arbitrated Implementing Agreement, wish to make voluntary adjustment to certain specific terms of said Arbitrated Implementing Agreement as it relates to CSXT;

IT IS THEREFORE AGREED:

Section 1. a. - As to CSXT the following provisions of the Arbitrated Implementing Agreement are replaced by the terms of this Agreement:

- Article I, Section 1 (h)
- Article 11, Section 1, second paragraph
- Article 11, Section 2, second "bullet point"

Section 1. b. - All other terms of the Arbitrated Implementing Agreement will remain applicable to CSXT.

Section 2 - The parties have agreed to a new single collective bargaining agreement with BMW which will establish a consolidated workforce on the expanded CSXT System (Copy attached as Attachment "A"). By its terms, the new

CSXT System BMW Agreement will be effective on ""split date" which is expected to be June 1, 1999.

Section 3 - The employees on allocated CRC lines to be operated by CSXT will participate in the CSXT- System Production Gang Agreement, commencing with the 2000 production season. Except by mutual agreement of the parties, no SPG will perform work on the former CRC territory until the former CRC employees have had an opportunity to bid on positions on such SPG. For the remainder *of* the 1999 production season only, existing zone and region gangs, working on lines allocated to CSXT on "split date" will continue to work on the allocated Conrail lines operated by CSXT with vacancies resulting from employees allocated to NSR or the SAA filled by available former Conrail employees allocated to CSXT and then offered to other available employees from other CSXT districts *if* there are not sufficient available bidders. These vacancies will be bulletined to all former CRC employees as a group without regard to former Conrail seniority districts. Employees holding seniority in the vacant classification will be awarded positions in order *of* earliest seniority in the applicable classification. This interim arrangement will not set a precedent.

Section 4. a. - Twelve (12) new 'Service Lane Work Territories' ("SLWTs) are hereby established for "floating; i.e. other than point headquartered" Track and Bridge and Facility positions falling into the category between System Production Gang work and basic point headquartered maintenance work; e.g., an AFE gang that would perform work over multiple seniority districts. Such gangs consisting *of* any number of employees may perform any work covered by the scope of the new Maintenance *of* Way Agreement and may be established effective on ""split date" It is recognized that as these gangs are established a corresponding number *of* positions in floating district or other similar type gangs may be abolished. It is also understood that the establishment *of* SLVVT gangs will not diminish the carrier's right to retain or establish seniority district floating gangs where warranted. On the other hand the establishment *of* SLWT gangs will not be used as a device to eliminate basic maintenance forces (See Side Letter). A copy *of* a map and a listing of seniority districts contemplated in each SLWT` are attached (Attachments "E" and "F"). Employees holding seniority on a seniority district that is split between more than one SLWT will only be obligated for protective benefit eligibility, including but not limited to SUB, to protect SLVVT work on one SLWT, whichever is nearest in proximity to the employee's place of residence.

Section 4. b. - The seniority rosters *of* the involved seniority districts within each SLWT specified in Attachment "F" will be dovetailed for the purpose *of* establishing a "list" to be used solely to administer bids and displacements to SLWT` gang positions.

Section 4. c. - These work territories may be modified on thirty (30) days written notice as organizational structures of service lanes and operating divisions are changed. If requested, the Carrier will meet with the Organization to discuss any changes and concerns associated therewith.

Section 4. d. - Weekend travel allowance for employees assigned to SLWT- gangs will be a flat weekly allowance of \$50 (\$75 in cases of 300 or more miles actual roundtrip travel), in lieu of the benefits of Section 5 of CSXT Labor Agreement 1281-97.

Section 4. e. - In the event the number of SLWTs are reduced to 10 or less, the production gang lump sum bonus (up to 5% of his compensation earned on such gang during the applicable calendar year - up to a maximum of \$1,000 - subject to qualifying) will be allowed to all employees on such SLWT gangs.

Section 4. f. - In the event the number of SLWTs are reduced below 10, the weekend travel allowance then applicable to System Production Gangs under CSXT Labor Agreement No. 12-81-97 will be allowed to all employees on such SLWT gangs.

Section 4. g. - If the Carrier wishes to reduce the number of SLWTs below 8, agreement with the Organization will be required.

Section 5 - All CSXT BMWWE represented employees will be permitted to participate in CSXT's Capital Builder 401(k) employee savings plan effective on "split date".

Section 6 - Effective "split date", former Conrail BMWWE represented employees residing in Canada allocated to CSXT will be provided the Canadian Exchange Adjustment provided other CSXT BMWWE represented Canadian employees.

Section 7 - In lieu of Article I, Section 1 (h) of the Arbitrated Implementing Agreement, the parties have agreed that three specifically identified projects on Conrail lines to be operated by CSXT may be completed with contractors, if necessary (See attached list of projects). Otherwise, the subcontracting provisions of the various collective bargaining agreements will govern any subcontracting that is proposed between the effective date of this agreement and "split date". Thereafter, the terms of the National Subcontracting Rule (May 17, 1968, as amended by subsequent national agreements) will govern subcontracting matters under the new CSXT System BMWWE Agreement.

Section 8 - Conrail employees allocated to CSXT under Article I of Appendix A, of Attachment No. 1 and employees subsequently entering service on the Conrail lines

to be operated by CSXT shall be credited with prior service for vacation, personal leave and other benefits now provided under the CSXT System BMW Agreement and which are granted on the basis of qualifying years of service in the same manner as though all such time spent had been in the service of CSXT.

Section 9. a. - The former Conrail Buffalo, Cleveland, Columbus, Mohawk, New England and Southwest seniority districts (or the remaining portion operated by CSXT) will be preserved as separate districts under the CSXT System BMW Agreement

Section 9. b. - The portions of the Conrail Philadelphia and New Jersey seniority districts operated by CSXT will be combined and will be known as the Philadelphia/New Jersey District under the CSXT System BMW Agreement.

Section 9. c. - The portions of the Conrail Chicago and Youngstown Districts will be combined with the existing B&O Akron/Chicago West seniority district. The portion of the Conrail Toledo seniority district will be combined with the C&O Hocking seniority district.

Section 9. d. - Employees for the split former Conrail districts specified in Sections 9 b and c will be selected by the bidding procedure stipulated in the Memorandum of Agreement dated March 17, 1999.

Section 9. e. - The portion of the B&O Ohio South seniority district at Chillicothe, Ohio will be combined with the C&O (Chesapeake) Northern seniority district. The portion of the C&O (Chesapeake) Hocking District at Gallipolis to Hobson and the portion of the B&O Ohio South at Belpre to Relief will be combined with the B&O Monongah West seniority district. The portion of the B&O Toledo East seniority district at Rossford Yard will be combined with the C&O (Chesapeake) Hocking seniority district. The C&O (Chesapeake) Newport News seniority district will be combined with the C&O (Chesapeake) Richmond seniority district. The portion of the SCL Florence/Savannah seniority district at Fernandina to Seale will be combined with the SCL Jacksonville/Tampa seniority district.

Section 9. E - Positions in the Cincinnati, Ohio Coordinated Terminal will be awarded on the basis of seniority. Only employees who hold seniority on a seniority district that enters the Coordinated Terminal Area (i.e., B&O Toledo East, C&O Cincinnati/Chicago, and the L&N Cincinnati seniority districts) will be considered. For bidding and displacement purposes only for positions within the Coordinated Terminal Area, these three (3) rosters will be combined on a dovetailed "bid and displacement list" comprised of the enumerated rosters.

Section 9. g. - The Toledo Terminal district seniority rosters will be dovetailed into the C&O Hocking seniority district rosters. With this action the coordination arrangement previously in place is cancelled.

Section 9. h. - Employees on such combined rosters contemplated in Sections 9b, c, d, e and g above, (both Conrail and CSXT) will have their seniority dovetailed and will be given preference for positions established with fixed headquarters located on their prior rights territory. Employees with seniority on multiple rosters (except where those rosters are being combined) will be allowed to retain such seniority until recalled. Employees with seniority on multiple districts that are being combined will be granted a one time election of which seniority date and prior rights district they will retain.

Section 9. i. - In application of Appendix A, Section I.B.2(c), of Attachment No. 1 to the Arbitrated Implementing Agreement, employees allocated to CSXT having only Regional seniority will be given a designated home seniority roster standing based on the location of their residence. They will not, however, obtain prior rights to point headquartered positions. Notwithstanding the above, an employee who has a regional seniority date in a classification that is earlier than his district seniority date in that classification on the former Conrail seniority district, will be assigned that regional seniority date in that classification on the designated home seniority roster.

Section 10 - Seniority rights conferred by Conrail to former Conrail employees currently employed on any passenger agency will be recognized and said employee(s) will be permitted to exercise seniority in the same manner they could have, had the operation of portions of Conrail by CSXT not occurred.

Section 11 - For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

Section 12 - To the extent this settlement agreement is inconsistent with any Agreement entered into previous to this Agreement, the provisions of this Agreement will prevail.

Initialed at Strongsville, Ohio on the 23d day of March 1999. Executed after ratification this 11th day of May 1999.

FOR:
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

FOR:
CSX TRANSPORTATION, INC.

J. R. COOK,
GENERAL CHAIRMAN

K. R. PEIFER
VICE PRESIDENT LABOR RELATIONS

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT, BMW

May 11, 1999

File: 2236-12
CSXT Labor Agreement No. 12-018-99
Side Letter No. 1

BMW General Chairmen

Gentlemen:

It was agreed that the Agreement in Mediation Case No. A-7128, dated February 7, 1965, as amended by the Agreement in Mediation Case No. A-12718 (Sub-Nos. 1-8), dated September 26, 1996 ("Feb 7th Agreement") would be applicable to all of the employees represented by BMW under the new CSXT System Agreement. Former Conrail employees represented by BMW allocated to CSXT under the Arbitrated Implementing Agreement of January 14, 1999 as modified by Section 9(d) of this Agreement will have their prior Conrail service credited as employment relationship with CSXT for the purposes of the Feb 7th Agreement.

In the application of the January 14, 1999 Arbitrated Implementing Agreement, CSXT will continue the Supplemental Unemployment Benefit ("SUB) for eligible Conrail employees represented by BMW allocated to CSXT under the Arbitrated Implementing Agreement of January 14, 1999 as modified by Section 9(d) of this Agreement. SUB will not apply to employees hired by CSXT subsequent to the "Split Date". Former Conrail employees will be obligated to protect, in the normal exercise of seniority, fixed headquarter positions that are within 60 miles of their residence and positions without fixed headquarters on their designated Service Lane Work Territory for which meals, lodging and travel expenses are provided in order to obtain SUB payments. However, it is also understood that they will not be required to protect work on System Production Gangs in order to obtain such payments.

With respect to CSXT BMW-represented employees, including those former CRC employees who either are not eligible or who do not elect the Supplemental Unemployment Benefit ("SUB), once they are otherwise eligible for protective benefits under any other agreement or protective arrangement, they may be required to protect any position available to them in the normal exercise of seniority that does not require a change of residence. However, an employee is obligated to bid on or exercise seniority to any available positions which his seniority would entitle him that is provided meals, lodging and travel expenses.

There shall be no duplication of benefits received by an employee under SUB or any other protective agreement or arrangement. In the event an employee is eligible for benefits under SUB and any other protective agreement or arrangement, such employee shall at the time he or she is affected, make an election for continuance of SUB or election of such other protective agreement or arrangement. Once the election is made this shall stay any other obligations for eligibility for another protective

arrangement. An employee who elects protection under on protective agreement or arrangement may, at the expiration of that protection, make a claim under any other applicable protective agreement or arrangement provided he or she is eligible under the provisions of such other protective agreement or arrangement.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12 CSXT Labor Agreement No. 12-018-99 Side Letter No. 2 BMW

General Chairmen:

Gentlemen:

This refers to our commitment not to use the establishment of SLVVT* gangs as a device to eliminate basic maintenance forces.

It was further agreed that with the establishment of SLWT gangs, not less than forty per cent (40%) of all BMW-represented positions on the expanded CSXT System (not including System Production Gang positions or the former Clinchfield Railroad) will have fixed headquarters. The percentage of fixed headquartered positions will be determined on a system-wide basis, using a rolling monthly average comparison of both the total number of BMW-represented positions (less SPG positions) and the number of fixed headquartered positions. The percentages will be reported to the General Chairman on a quarterly basis.

Please indicate your agreement in the space provided below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12 CSXT Labor Agreement No. 12-018-99 Side Letter No.3 BMW General Chairmen:

Gentlemen:

This refers to Section 9 of the Memorandum of Agreement dated March 23, 1999.

Inasmuch as currently recognized seniority district combinations and/or realignments have been addressed, the Carrier commits that it will not serve a notice under Article XII of the February 6, 1992 Imposed Agreement for a period of six (6) years from the effective date of the Memorandum of Agreement.

It was further agreed, however, that this moratorium would not preclude the Carrier from proposing seniority district combinations and/or realignments where operationally necessitated either formally or informally under the provisions of the Railway Labor Act, as amended, or in conjunction with coordinations under any applicable protective conditions, arrangements or agreements.

It was also understood that this moratorium was premised on the basis that all CSXT employees represented by BMW would be covered under the terms of the Memorandum of Agreement and the proposed CSXT System BMW Agreement. If the proposed agreement is not accepted on behalf of all CSXT employees represented by BMW, this moratorium will not apply to seniority district combinations and/or realignments involving employees on such seniority districts. Accordingly,, the moratorium would only prohibit notices on intra-CSXT System Agreement covered seniority districts combinations and/or realignments.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

BMW General Chairmen:

Gentlemen:

It was agreed that the new rates of pay contemplated in the new BMW- CSXT System Agreement were intended to ameliorate harm to BMW-represented employees arising from CSXT's integration and operation of its allocated Conrail lines. Accordingly, it was the intent of the parties that claims for protective benefits under the New York Dock conditions would be minimized. However, nothing in this letter should be construed as limiting an individual employee's claim for benefits under New York Doc nor does anything in this letter limit the Carrier's defenses to such a claim.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12

CSXT Labor Agreement No. 12-018-99

BMW General Chairmen

Side Letter No. 5

Gentlemen:

This refers to the March 23, 1999 Agreement, which was finalized and executed this date.

With the establishment of the Vehicle Operator classification under the new CSXT System BMW Agreement, seniority rosters for this classification currently exist only on former Conrail seniority districts. With implementation of the new schedule agreement new Vehicle Operator seniority rosters will be developed. These new rosters will be established and ranked on the basis of employees' seniority on Trackman rosters. Except as provided for herein such positions will be awarded on the basis of an employee's Trackman's seniority date, assuming he has the requisite qualifications (CDL, FHWA, etc.) For former Conrail district rosters, the new rosters will indicate and rank employees previously holding seniority as Vehicle Operators. These employees will be given a bidding preference to Vehicle Operator positions over other former Conrail employees not previously holding Vehicle Operator seniority. Such employees will be referred to as "preferred" for bidding purposes.

When a Vehicle Operator position is advertised on a former Conrail seniority district or on a Service Lane Work Territory comprised solely of former Conrail seniority districts, former Conrail employees holding seniority on the new Vehicle Operator rosters will be considered equal for bidding purposes. Once applications are received and bidding is closed, such position will be awarded consistent with Rule 3 of the Schedule Agreement from the new rosters regardless of previously held seniority, except as provided herein. If the senior applicant is a former Conrail employee who did not previously have Vehicle Operator seniority, and if a junior former Conrail employee previously holding Vehicle Operator seniority has also applied, the position will be awarded to the senior "preferred" former Conrail bidder.

This handling, however, will not address the equities between former CSXT and former Conrail employees applying for Vehicle Operator positions on the newly established Service Lane Work Territory Gangs which will work over multiple seniority districts. In those instances, when a Vehicle Operator position is advertised on mixed Service Lanes or on System Production Gangs, former Conrail employees and former CSX-F employees holding Vehicle Operator seniority will be

considered equal for bidding purposes. Once applications are received and bidding is closed such position will be awarded consistent with Rule 3 of the Schedule Agreement from the new rosters regardless of previously held seniority. If the senior applicant is a former Conrail employee who did not previously have Vehicle Operator seniority, and if a junior former Conrail employees previously holding Vehicle Operator seniority has also applied, the position will be awarded to the senior "Preferred" former Conrail bidder. Examples of application are attached.

Notwithstanding the foregoing, vehicles assigned to other than Track Subdepartment forces, such as Welding and Bridge and Building Subdepartments, will be operated by employees in their respective Subdepartments.

Please indicate your concurrence in the space provided below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

Examples of application:

Example 1

Vehicle Operator position is bulletined on the Mohawk seniority district Bids are received from the following fictional employees:

Name	Seniority Date	Preference Date
Jones	01/15/68	None
Smith	03/17/69	02/14/71
Brown	05/18/69	03/23/70

Position would be awarded to Brown on the basis of having the earliest preference date.

Example 2

Vehicle Operator position is bulletined on a Service Lane Work Territory gang on the Great Lakes Service Lane. Bids are received from the following fictional employees:

Name	District/ Seniority Date	Preference Date
Wilson	05/14/67 B&O Akron East	None
James	09/15/67 CR Cleveland	10/18/67
Green	11/12/70 B&O Akron East	None

Position would be awarded to Wilson on basis of having the earliest seniority date.

Example 3

Vehicle Operator position is bulletined on a Service Lane Work Territory gang on the Great Lakes Service Lane. Bids are received from the following fictional employees:

Name	District/ Seniority Date	Preference Date
Jones	04/21/65 CR Cleveland	None
Wilson	05/14/67 B&O Akron East	None
James	09/15/67 CR Cleveland	10/18/67

Position would be awarded to James on basis of having Jones having the earliest seniority date and having preference over Jones.

May 11, 1999

File: 2236-12
CSXT Labor Agreement No. 12-018-99
Side Letter No. 6

BMW General Chairmen

Gentlemen:

This refers to the March 23, 1999 Agreement, which was finalized and executed this date.

During our discussions on rates of pay for various positions, certain exceptions to the rate schedule were identified. One such exception was the rate of pay currently provided for B&B Foreman at the former C&O Barboursville Bridge Shop. Such position currently is paid the rate of \$17.79 per hour. The new rate schedule provides a rate of \$17.37 per hour for B&B Foreman. It was agreed to continue to allow the B&B Foreman assigned at the Barboursville Bridge Shop the higher rate (subject to future wage adjustments) on an exception basis.

In addition, it was identified that Bridge Mechanics assigned at Barboursville are not only qualified Bridge Mechanics but have also historically been required to qualify as structural welders in conjunction with steel bridge fabrication. The new rate schedule provides a rate of \$16.60 per hour for Bridge Mechanics. Inasmuch as the rate of pay for other structural welders is being standardized at \$17.42 per hour it was agreed that the Bridge Mechanics at Barboursville will be granted the higher Welder rate. It is understood that such Bridge Mechanics at Barboursville required to perform structural welding will continue to enjoy the higher rate (subject to future wage adjustments) so long as they are required to be qualified as structural welders.

Please indicate your concurrence in the space provided below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12 CSXT
Labor Agreement No. 12-018-99

BMW General Chairmen

Side Letter No. 7

Gentlemen:

During our negotiations concerning the agreement between the Carrier and the BMW, ("CSXT System Agreement"), we discussed an issue regarding the relevance of the Cook and Camp Attendant classifications. We agreed to resolve the issue as follows.

The Cook and Camp Attendant classifications will not be included in Rule 1 of the new CSXT System Agreement. In return, the Carrier will not assign employees in the Maintenance of Way Department to positions where either meals; or lodging is provided in Camp cars.

Employees affected by the elimination of the Cook and Camp Attendant classifications who do not otherwise possess seniority in any other classification in the Maintenance of Way Department shall be given a Trackman's seniority date equal to the older of their Cook or Camp Attendant seniority date in the Seniority District closest to where they presently reside.

If the foregoing accurately represents our understanding, please indicate your concurrence below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12 CSXT Labor
Agreement No. 12-018-99
Side Letter No. 8

BMW General Chairmen

Gentlemen:

During our discussions regarding the application of the terms of the Agreement in Mediation Case No. A-7128, dated February 7, 1965, as amended by the Agreement in Mediation Case No. A-12718 (Sub-Nos. 1-8), dated September 26, 1996 ("amended Feb 7th Agreement") an issue arose regarding the protected status of former employees of the Consolidated Rail Corporation ("Conrail) allocated to the Carrier under the terms of the selection and assignment agreement of March 17, 1999, which was finalized on May 6, 1999.

We agreed the issue will be resolved as follows. Conrail employees allocated to the Carrier under the terms of the selection and assignment agreement of March 17, 1999 and placed on a position pending permanent assignment will be considered as holding "a regular position in accordance with existing rules of the BMW Agreement" for the purposes of Article I, Section 1 of the amended Feb 7th Agreement. Also, that same position will be considered a "regularly assigned position" for the purposes of Article IV, Section 1 of the amended Feb 7th Agreement.

This understanding will not be used to confer protection upon an employee under Article I, Section 1 of the amended Feb 7th Agreement if he/she otherwise should be classified as a "seasonal" employee under Article I, Section 2 of the same Agreement.

This agreement resolves a unique factual situation and is not intended to otherwise change the application of the amended Feb 7th Agreement on the Carrier's property.

If the foregoing accurately represents our understanding, please indicate your concurrence below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12

CSXT Labor Agreement No. 12-018-99

Side Letter No. 9

BMW General Chairmen

Gentlemen:

This refers to the March 23, 1999 Agreement, which was finalized and executed this date.

In conjunction with the process of converting roster and classifications required by implementation of the new CSXT System BMW Agreement certain anomalies were identified which require clarification.

One such anomaly involves rosters in the Welding Subdepartment listed in Rule 4(d) of the Agreement between the former L&N Railroad and BMW. Currently, there are three (3) welding seniority districts under such agreement which do not coincide with the various Track and Bridge and Building rosters. For the purpose of establishing new rosters that are consistent with the Track and Bridge and Building rosters contemplated by the new CSXT System BMW Agreement employees on such inconsistent welding rosters will be permitted a one time election between either the seniority district on which his basic seniority (Track or B&B) was established or the seniority district in the geographic area closest to his established residence.

For example, an employee who was employed and established seniority in the Cincinnati ("CC) Seniority District Track Subdepartment subsequently established seniority on the District 1 roster of the Welding Subdepartment and has subsequently relocated to the Eastern Kentucky (EK) Seniority District Track Subdepartment geographic area in order to work a District 1 Welder position. In this example the employee involved would maintain his CC Track Department seniority but would be permitted to elect to have his welding seniority date established on either the new CC Seniority District Welding Subdepartment roster or the new EK Seniority District Welding Subdepartment roster without establishing EK Track Department seniority.

Employees involved will be permitted twenty (20) days from "split date" to make the election provided for above. Employees who fail to make an election will be placed on the new welding roster which is consistent with their oldest basic seniority, either Track or B&B. It is further understood that employees making this election will be covered by the conditions contained in Section 9 h of the March 23, 1999 Agreement.

Please indicate your concurrence in the space provided below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12 CSXT

Labor Agreement No. 12-018-99 Side Letter No. 10

BMWE General Chairmen:

Gentlemen:

This refers to the March 23, 1999 Agreement, which was finalized and executed this date.

A question arose regarding the application of Section 9(e) and the equities of employees holding seniority on such split seniority districts who reside in the geographic area of the "absorbed" territory, but who are not currently holding a position on the involved line for a variety of reasons (working on a SPG or other floating force, insufficient seniority to hold a position on the absorbed territory and holding a position elsewhere on the involved district etc.) Such employees will be permitted a one-time election to have their seniority moved to the new district by making an election within twenty (20) days of the "split date." Employees failing to make such an election will retain their current seniority. Employees so moved will not be permitted to displace junior employees as a result of having their seniority moved but will be permitted to activate such seniority in the event they otherwise acquire a displacement right or may bid on new positions and vacancies on their new roster. An employee occupying a position located on a portion of a seniority district that will be "absorbed" who does not elect to have his seniority moved to the new district will remain on that position until such time as he either bids off or is displaced by a senior employee.

Please indicate your concurrence in the space provided below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 2236-12 CSXT
Labor Agreement No. 12-018-99 Side Letter
No. 11

BMWE General Chairmen

Gentlemen:

This refers to the March 23, 1999 Agreement, which was finalized and executed this date.

During discussion regarding the application of the principles of Section 9(i) of CSXT Labor Agreement 12-018-99, finalized this date, to BMWE members holding seniority on one of the following Seniority Rosters: The C & O System Rail Gang, The C&O System B&B Force, The B&O Regional Track Force, The B&O Regional B&B Force and The B&O Regional Tunnel Force, the parties agreed to the following. Employees holding seniority in any of those gangs will be treated the same as employees otherwise subject to Section 9(i); however, should any of these employees currently have seniority on a district roster greater than the applicable system or regional rosters, that greater seniority will be applied and the principles of Section 9(i) will be inapplicable.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

May 11, 1999

File: 22-36-12 CSXT Labor Agreement No. 12-018-99 Side Letter No. 12

Gentlemen:

This refers to the March 23, 1999 Agreement, which was finalized and executed this date.

With the establishment of the Welder Foreman classification under the new CSXT System BMW Agreement, seniority rosters for this classification currently exist only on few former properties. With implementation of the new schedule agreement new Welder Foreman seniority rosters will be developed. These new rosters Will be established and ranked on the basis of employees' seniority on Welder rosters. Except as provided for herein such positions will be awarded on the basis of an employee's Welders seniority date. For former Conrail district rosters,, the new rosters will indicate and rank employees previously holding seniority as Welder Foreman. These employees will be given a bidding preference to Welder Foreman positions over other former Conrail employees not previously holding Welder Foreman seniority. Such employees will be referred to as "preferred" for bidding purposes.

When a Welder Foreman position is advertised on a former Conrail seniority district or on a Service Lane Work Territory comprised solely of former Conrail seniority districts, former Conrail employees holding seniority on the new Welder Foreman rosters will be considered equal for bidding purposes. once applications are received and bidding is dosed, such position will be awarded consistent with Rule 3 of the Schedule Agreement from the new rosters regardless of previously held seniority, except as provided herein. If the senior applicant is a former Conrail employee who did not previously have Welder Foreman seniority, and if a junior former Conrail employee previously holding Welder Foreman seniority has also applied, the position Will be awarded to the senior "preferred" former Conrail bidder.

This handling, however, will not address the equities between former CSXT and former Conrail employees applying for Welder Foreman positions on the newly established Service Lane Work Territory Gangs which will work over multiple seniority districts. In those instances, when a Welder Foreman position is advertised on mixed Service Lanes, former Conrail employees and former CSXT employees holding Welder Foreman seniority will be considered equal for bidding

purposes. Once applications are received and bidding is dosed such position will be awarded consistent with Rule 3 of the Schedule Agreement from the new rosters regardless of previously held seniority. If the senior applicant is a former Conrail employee who did not previously have Welder Foreman seniority, and if a junior former Conrail employees previously holding Welder Foreman seniority has also applied, the position will be awarded to the senior "preferred" former Conrail bidder. Examples of application attached to Side Letter No. 5 will be similarly applicable to this classification.

Notwithstanding the foregoing, nothing herein should be construed as requiring the establishment of Welder Foreman positions.

Please indicate your concurrence in the space provided below.

Very truly yours,

K. R. Peifer
Vice President-Labor Relations

AGREED:

J. R. COOK,
GENERAL CHAIRMAN

JED DODD
GENERAL CHAIRMAN

P. K. GELLER
GENERAL CHAIRMAN

S. A. HURBURT
GENERAL CHAIRMAN

J. D. KNIGHT
GENERAL CHAIRMAN

L. L. PHILLIPS
GENERAL CHAIRMAN

APPROVED:

M. A. FLEMING
PRESIDENT

APPENDIX "V"
ARBITRATED

Attachment No- 1

IMPLEMENTING
AGREEMENTS

IMPLEMENTING AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

and its Railroad Subsidiaries

and

NORFOLKSOUTHERN RAILWAY COMPANY

and its Railroad Subsidiaries

and

CONSOLIDATED RAIL CORPORATION

and

their Employees Represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS, Norfolk Southern Corporation ("NS"), Norfolk Southern Railway Company and its railroad subsidiaries (ONSR"); and CSX Corporation ("CSXO) and CSX Transportation, Inc. and its railroad subsidiaries (OCSXT*); and Conrail, Inc. ("CRR") and Consolidated Rail Corporation (*CRCO) have filed an application with the Surface Transportation Board ("STB") in Finance Docket No. 33388 seeking approval of acquisition of control by NS and CSX of CRR and CRC, and for the division of the use and operation of CRC's assets by NSR and CSXT (and the operation of Shared Assets Areas by CRC for the exclusive benefit of CSX and NS the 'transaction');

WHEREAS, in its decision served July 23, 1998 in the proceeding captioned Finance Docket No. 33388, CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company - Control and operating Leases/Agreements -Conrail Inc. and Consolidated Rail Corporation, and related proceedings, the STB has imposed the employee protective conditions set forth in New York Dock Ry. - Control - Brooklyn Eastern District, 360 I.C.C. 60 (1979) ("New York Dock conditions") (copy attached) on all aspects of the Primary Application; Norfolk and Western Railway Company - Trackage Rights - Burlington Northern.-Inc., 354 I.C.C. 653 (1980), on related authorization of trackage rights; Oregon Short Line Railroad - Abandonment-- Goshen, 360 I.C.C. 91 (1979), on related abandonment authorizations; and Mendocino Coast Railway, Inc., - Lease and Operate - California Western Railway, 360 I.C.C. 653 (1980), on the related authorization of the operations by CSXT or NSR of track leases;

WHEREAS, the parties signatory hereto desire to reach an implementing agreement in satisfaction of Article 1, Section 4 of the

New York Dock conditions and other aforementioned labor protective conditions;

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

Section 1

Upon seven (7) days' advance written notice by CSX`T, NSR and CRC, CSXT, NSR and CRC may effect one or more of the following coordinations or rearrangements of forces:

(a) _BMWWE represented employees will be allocated among CSXT, NSR and CRC as provided in Appendix A.

(b) The work on the allocated CRC lines to be operated by CSXT will be coordinated and seniority integrated in accordance with the terms and conditions outlined in Article II of the agreement.

(c) The work on the allocated CRC lines to be operated by NSR will be coordinated and seniority integrated in accordance with the terms and conditions outlined in Article II of the agreement.

(d) Regional and System-wide Production Gang operations will be coordinated between the NSR lines currently covered by the June 12, 1992 Arbitrated Agreement, as amended, establishing Designated Programmed Gangs ("DPG's") (which includes the territories of the former Norfolk and Western Railway Company, the former New York, Chicago and St. Louis Railway Company ("Nickel Plate") , and the former Wabash Railroad Company) and the allocated CRC lines operated by NSR, by placing the allocated CRC lines operated by NSR under the coverage of the June 12, 1992 Arbitrated Agreement, as amended. The allocated CRC lines operated by NSR will constitute a newly established "CR Zone" added under Section 1 of that DPG Agreement. All CRC employees allocated to NSR will have their seniority dates on the CRC District Seniority Rosters covering Foreman, Assistant Foreman, Machine operator and Trackman classifications, formerly applicable to the allocated CRC lines operated by NSR, dovetailed into the corresponding existing DPG rosters and given CR as their zone designation on such rosters.

(e) System and regional production gang activities will be coordinated on existing CSXT lines and the allocated CRC lines operated by CSXT by placing the allocated CRC lines operated by CSXT under the coverage of the CSXT-BMWE System Production Gang Agreement, as amended, (the "SPG Agreement") . Likewise, CSXT will adopt its current practice of assigning roadway equipment

mechanics to System Production Gangs and all roadway mechanics will be placed under the CSXT Labor Agreement No. 12-126-92 now in place on CSXT (the "Roadway Mechanics Agreement").¹

(f) The rail welding work performed at the Lucknow Plant for the allocated CRC lines operated by NSR may be transferred to the NSR rail welding facility at Atlanta, Georgia. The work performed at the Lucknow Plant for the allocated CRC lines operated by CSXT may be performed at the CSXT rail welding facilities at Russell, Kentucky or Nashville, Tennessee.

(g) The maintenance of any CRC roadway equipment allocated to NSR formerly maintained at the Canton Shop may be performed at Charlotte Roadway Shop and/or other locations on the expanded NSR **system**.² **The maintenance of** any CRC roadway equipment allocated to CSXT formerly maintained at the Canton Shop may be performed at the Richmond, Virginia Roadway Shop and/or other locations on the expanded CSXT system.³ This coordination may be accomplished in phases.

(h) Contractors may be used without notice to augment CSXT, NSR, or CRC forces as needed to perform construction and rehabilitation projects such as initial new construction of connection tracks, sidings, mainline, yard tracks, new or expanded terminals and crossing improvements) initially required for implementing the operating Plan and to achieve the benefits of the transaction as approved by the STB in Finance Docket No. 33388.

(i) The parties recognize that, after the transaction, CRC will no longer have the system support it formerly had available. Therefore, to permit operator of the Shared Assets Areas in a reasonable and efficient manner:

¹The coordination of roadway equipment repair work and employees on the CRC lines allocated to CSXT is addressed in the attached agreement signed by CSXT, CRC, *BMWE, IAM* and *SMWIA*, which is incorporated herein by reference.

²The coordination of roadway equipment repair work and employees at the Charlotte Roadway Shop is addressed in the attached agreement signed by NSR, *CRC, BMWE, IAM, IBB, IBEW, BRC-TCU, SMWIA* and *NCF&O*, which is incorporated herein by reference. The allocation and coordination of employees engaged in line-of-road equipment repair and maintenance work on certain lines to be allocated to NSR is addressed in the attached agreement signed by NSR, *CRC, BMWE, and IAM*, which is incorporated herein by reference.

³The coordination of roadway equipment repair work and employees at the CSXT Richmond facility is addressed in the attached agreement referenced in note 1.

(1) Major annual program maintenance such as rail, tie, and surfacing projects will be provided by CSXT and/or NSR in accordance with their respective collective bargaining agreements and/or practices.

(2) CRC will purchase continuous welded rail ("CWR") from CSXT and/or NSR.

(3) CRC will obtain from CSXT and/or NSR, in accordance with their respective collective bargaining agreements and/or practices, services such as component reclamation and prefabricated track work.

(4) CRC will obtain from CSXT and/or NSR, in accordance with their respective collective bargaining agreements and/or practices, roadway equipment overhaul/repair that cannot be accomplished on line of road by CRC forces.

(5) Changes, additions, improvements, and rationalizations that are over and above routine maintenance will be provided by CSXT and/or NSR in accordance with their respective collective bargaining agreements and/or practices.

Section 2

Coordinations in which work is transferred under this agreement and one or more employees are offered the opportunity to follow that work will be effected in the following manner:

(a) By bulletins giving a minimum of five (5) days' written notice, the positions that no longer will be needed at the location from which the work is being transferred will be abolished and concurrently therewith the positions that will be established at the location to which the work is being transferred will be advertised for a period of five (5) days to all employees holding regular BMW assignments at the transferring location.

(b) The positions advertised pursuant to paragraph (a) above will be awarded in seniority order and the successful bidders notified of the awards by posting same on the appropriate bulletin boards at the transferring location on the day after the bidding process closes. In addition, each successful bidder shall be notified in writing of the award together with the date and time to report to the officer in charge at the receiving location. The employees so notified shall report upon the date and at the time specified unless other arrangements are made with the proper authority or they are prevented from doing so due to circumstances beyond their control.

(c) Should there remain unfilled positions after fulfilling the requirements of Article I, Section 2(a) and 2(b) above, the positions may be assigned in reverse seniority order, beginning with the most junior employee holding a regular assignment at the transferring location-, until all positions are filled. Upon receipt of such assignment, those employees must, within seven (7) days, elect in writing one of the following options: (1) accept the assigned position and report to the position pursuant to Article I, Section 2(b) above, or (2) be furloughed without protection. In the event an employee fails to make such an election, the employee shall be considered to have exercised option (2).

(d) Employees transferring under this section will have their seniority date(s) dovetailed in accordance with the procedures set forth in Article II on the appropriate roster(s) at the receiving location.

ARTICLE 11

Section 1

Upon advance written notice by CSXT, NSR and CRC under Article I Section 1, CRC employees will be allocated to CSXT, NSR and CRC, as detailed in Appendix B, and each such employee will be employed exclusively by either CSXT or NSR or CRC.

Those CRC employees who are allocated to CSXT will be available to perform service on a coordinated ' basis. The agreement to be applied is as described in Appendix B. All employees holding a regular assignment will *continue* to hold that assignment under the newly applicable agreement unless or until changes are made under the advertisement and displacement rules or other applicable provisions.

Those CRC employees who are allocated to NSR will be available to perform service on a coordinated basis. The current agreement in effect on NSR between BMW and Norfolk and Western Railway Company

("NW") dated July 1, 1986, as amended, (agreement currently applicable on former Norfolk and Western and Wabash lines) will be applied to cover all of the former CRC territories operated by NSR. All employees holding a regular assignment will continue to hold that assignment under the newly applicable agreement unless or until changes are-made under the advertisement and displacement rules or other applicable provisions.

CRC employees who transfer from Lucknow to the NSR facility at Atlanta, Georgia will become employees exclusively of NSR and will be

subject to the current October 1, 1972 Southern BMW Agreement applicable at that facility.

Those CRC employees who remain in the Shared Asset Areas will continue to perform service under the applicable CRC/BMW Agreement, except as modified in accordance with the authorized transaction and elsewhere herein.

Section 2

Upon the date provided in the applicable notice under Article 1:

the seniority districts on the former CRC territories allocated to and operated by NSR will be consolidated and realigned to establish a new Northern Region seniority district under Rule 2 of the July 1, 1986 Agreement, as amended, and will correspond to three NSR operating Divisions - Dearborn, Pittsburgh and Harrisburg. The Harrisburg Division will consist of the CRC Albany and Philadelphia Division territories allocated to NSR; the Pittsburgh Division will consist of the CRC Pittsburgh Division territory allocated to NSR; and the Dearborn Division will consist of the CRC Indianapolis and Dearborn Division territories allocated to NSR.

The CRC employees allocated to NSR will have their seniority dates listed on the corresponding CRC District Seniority Rosters formerly applicable to the involved territories allocated to NSR dovetailed to establish new Northern Region seniority rosters for the Track Sub-Department. CRC employees having only Regional seniority will have their CRC Regional seniority dates dovetailed into the DPG seniority rosters and will establish a new Northern Region seniority date upon their first performance of service after the advance notice given under Article I. New Dearborn, Pittsburgh, and Harrisburg Division seniority rosters will be established in the same manner for the B&B Sub-Department and Roadway Equipment Repairmen.

the seniority districts on the former CRC territories allocated to and operated by CSXT will be consolidated and realigned into three (3) consolidated seniority districts (the Eastern, Western and Northern Districts) as indicated in Appendix B. CRC employees having only Regional seniority will have their CRC Regional seniority date apply only for SPG service and will establish a seniority date on the Eastern, Western or Northern District upon their first performance of service after the advance notice given under Article I.

- the seniority districts in the Shared Assets Areas will be realigned to establish one seniority district for each of the respective Shared Assets Areas. Current work zones within each Shared Asset Area will be combined and realigned to provide that each seniority district will comprise only one work zone for the purpose of recall or automatic bidder rights in making assignments to positions on that respective seniority district.

Section 3

The seniority dates of employees recorded on existing rosters will be accepted as correct. When rosters are integrated or names are integrated into new or existing rosters, and as a result thereof, employees on such rosters have identical seniority dates, then the roster standing among such employees shall be determined as follows:

1. earlier hire date shall be ranked senior;
2. previous service with carrier shall be ranked senior;
3. employee with earlier month and day of birth within any calendar year shall be ranked senior.

Section 4

when seniority rosters are integrated, employees who hold a regular assignment on the NSR-operated or CSXT-operated territories at the time of the integration (i.e., *active employees, - including employees on sick leave, leave of absence, promoted, suspended from service or dismissed employees who are subsequently restored to service) will be dovetailed using their seniority dates as shown on the respective rosters and their names listed in dovetailed order on the roster. Thereafter, employees' rights to exercise seniority will be governed by the applicable provisions of the collective bargaining agreement.

Section 5

Employees will be transitioned to the payroll cycles of their new employer where applicable. The transition may result in a change in pay day, pay hold back, and/or pay period for these employees, as well as a one-time adjustment in pay periods to convert to the new pay cycle.

ARTICLE III

The parties further agree that after the initial division of the use and operation of CRC's assets between CSXT and NSR pursuant to this agreement, if either CSXT or NSR serves a subsequent notice related to

the Application but limited to a coordination of its CRC allocated assets and not affecting the other railroads, then only that railroad needs to be the party to the subsequent implementing agreement.

ARTICLE IV

This Agreement shall fulfill the requirements of Article 1, Section 4 of the New Dock York conditions and all other conditions which have been imposed in Decision No. 89 by the STB in Finance Docket No. 33388.

Appendix A - ALLOCATION OF EMPLOYEES

CRC employees represented by BMW will be allocated to one of the three railroad employers (CSXT, NSR, and CRC (Shared Assets ("SAA"))) based upon position held on the date the applicable notice is served under Article I of this implementing Agreement, (the "allocation date") as set forth below:

I. Available Employees

A. Employees assigned to a District position are allocated by their work location as follows:

1. Buffalo, New England, or Mohawk Seniority Districts all to CSXT
2. Southern Tier, Alleghany A, Alleghany B, Pittsburgh, or Michigan Seniority Districts all to NSR
3. Youngstown Seniority District to NSR, except positions at Lima to CSXT
4. Cleveland Seniority District to CSXT, except positions at Rockport Yard to NSR
5. Toledo Seniority District to NSR, except positions at Stanley Yard to CSXT
6. Chicago Seniority District to NSR, except positions on Ft. Wayne line and positions west of Ft. Wayne to CSXT
7. Columbus Seniority District to NSR, except positions at Crestline and Kenton and certain positions as determined by the railroads, at Buckeye Yard to CSXT
8. Southwest Seniority District to CSXT, except positions at Anderson to NSR
9. Harrisburg Seniority District to NSR, except certain positions as determined by the railroads, at Baltimore to CSXT
10. Detroit Seniority District to SAA until sufficiently staffed, as determined by the railroads, rest to NSR
11. New Jersey or Philadelphia Seniority Districts positions to respective Carrier acquiring headquarters point

B. Employees assigned to a Production Zone or Regional position are allocated by their respective earliest District seniority date as follows:

1. Zone employees
 - a. Southern Tier, Harrisburg, Pittsburgh, Alleghany A, Alleghany B, Youngstown, Michigan, Toledo, or Chicago all to NSR
 - b. Buffalo, New England, Mohawk, or Cleveland all to CSXT
 - c. Detroit to SAA until sufficiently staffed, as determined by the railroads, rest to NSR
 - d. New Jersey to SAA until sufficiently staffed, as determined by the railroads, rest to NSR and certain positions to CSXT, as determined by the railroads
 - e. Philadelphia to SAA until sufficiently staffed, as determined by the railroads, rest to NSR and certain positions to CSXT, as determined by the railroads
 - f. Columbus or Southwest to CSXT, except certain positions, as determined by the railroads, to NSR.

2. Regional employees

- a. District seniority only on a single District
 - i. Buffalo, New England Mohawk, Cleveland, or Southwest to CSXT
 - ii. rest to NSR
- b. District seniority on Multiple Districts i. use District having earliest seniority date ii. Buffalo, New England, Mohawk, Cleveland, or Southwest to CSXT, rest to NSR
- c. Only Regional seniority - apportion by residence

A. Roadway Shop and Rail Plant employees

1. Canton

- a. 56 transferred to Charlotte (NSR)
- b. 20 transferred to Richmond (CSXT)
- c. non-transfers (all to NSR)

2. Lucknow

- a. 5 transferred to Atlanta (NSR)
- b. non-transfers (all to NSR)

D. Employees eligible for Sub-Plan benefits, on leave of absence, or disabled allocated as set forth above, treating the last position held as if it was the position held on allocation date:

1. if was District position allocate as in Part A
2. if was Production Zone or Regional position allocate as in Part B

3. if was Roadway Shop or Rail Plant position
allocate as in Part C

II. Unavailable Employees

other CRC employees with BMW seniority will be placed on a list, in the order of their respective CRC District seniority, for new hire preference. An attempt to offer these employees available positions will be made prior to employing new hires.

CSXT Appendix B

I. **CSXT Eastern Seniority District**

A. Track and Bridge and Building operations and associated work forces of the former B&O, and portions of the former C&O, Conrail, RF&P and SCL will be merged into the newly formed operating district and seniority district hereinafter described:

The area from New York/New Jersey to south of Richmond, VA west to Charlottesville, VA, Huntington, WV, north to Willard, OH and Cleveland, OH.

The above includes all mainlines, branch lines, yard tracks, industrial leads, stations between points identified, and all terminals that lie at the end of a line segment except: North and South Jersey SAA.

B. All employees assigned to positions within the above-described district will constitute one common work force working under one labor agreement. The B&O labor Agreement, as modified by this implementing agreement, will apply in the Eastern District.

II. CSXT Western Seniority District

A. Track and Bridge and Building operations and associated work forces of the former B&O, and portions of the former B&O, B&OCT, C&O(PM), C&O, C&EI, Monon, L&N and Conrail will be merged into the newly formed operating district and seniority district hereinafter described:

The area from St. Louis, MO to Chicago, IL to a point east of Cleveland, OH and south to Cincinnati, OH and Columbus, OH and Louisville, KY and Evansville, IN.

The above includes all mainlines, branch lines, yard tracks, industrial leads, stations between points identified, and all terminals that lie at the end of a line segment except Detroit SAA.

B. All employees assigned to positions within the above-described district will constitute one common work force working under one labor agreement. The B&O labor Agreement, as modified by this implementing agreement, will apply in the Western District.

III.

CSXT Northern Seniority District

A. Track and Bridge and Building operations and associated work forces of the former Conrail not included in either the above CSXT Eastern or Western Districts will be merged into the newly formed operating district and seniority district hereinafter described:

The area from New York/New Jersey east to Boston/New Bedford, MA north to Adirondack Junction, Quebec and west. to Cleveland, OH.

The above includes all mainlines, branch lines, yard tracks, industrial leads, stations between points identified, and all terminals that lie at the end of a line segment except: North Jersey SAA.

B. All employees assigned to positions within the above-described district will constitute one common work force working under one labor agreement. The CRC labor Agreement, as modified by this implementing agreement, will apply in the Northern District.

Attachment No. 2

AGREEMENT
BETWEEN

CSX TRANSPORTATION, INC.
And its Railroad Subsidiaries
and
CONSOLIDATED RAIL CORPORATION
and
their Employees Represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

WHEREAS, CSX Corporation ("CSX"), CSX Transportation, Inc. and its railroad subsidiaries ("CSXT"); and Norfolk Southern Corporation ("NS"), Norfolk Southern Railway Company and its railroad subsidiaries ("NSR"); and Conrail, Inc. ("CRR") and Consolidated Rail Corporation ("CRC") have filed an application with the Surface Transportation Board ("STB") in Finance Docket No. 33388 seeking approval of acquisition of control by CSX and NS of CRR and CRC, and for the division of the use and operation of CRC's assets by NSR and CSXT and the operation of Shared Assets Areas by CRC for the exclusive benefit of CSX and NS ("the transaction");

WHEREAS, in its decision served July 23, 1998 in the proceeding captioned Finance Docket No. 33388, CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company - Control and Operating Leases/Agreements - Conrail, Inc. and Consolidated Rail Corporation, and related proceedings, the STB has imposed the employee protective conditions set forth in New York Dock Ry. -Control - Brooklyn Eastern District, 360 I.C.C. 60 (1979) ("New York Dock conditions") (copy attached) on all aspects of the Primary Application; Norfolk and western Railway Company -Trackage Rights - Burlington Northern, Inc., 354 I.C.C. 653 (1980) on related authorization of trackage rights; Oregon Short Line Railroad - Abandonment - Goshen, 360 I.C.C. 91 (1979), on related abandonment authorizations; and Mendocino Coastal Railway

Inc. - Lease and Operate - California Western Railway, 360 i.C.C. 653 (1980), on the related track leases;

WHEREAS, the railroads gave notice on August 24, 1998, of their intention to consummate the transaction and to coordinate certain maintenance-of-way work, including performing roadway equipment maintenance and repair work pursuant to Article 1, Section 4 of the New York Dock conditions and other employee protective conditions.

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

Upon seven (7) days advance written notice by CSXT and CRC, CSXT and CRC may affect this consolidation as set forth below.

ARTICLE II

CSXT will integrate its allocated former CRC roadway equipment mechanics into CSXT's Roadway Mechanic system under CSXT Labor Agreement 12-126-92, as amended, on a basis similar to the method used to integrate those employees who were present at the time of the original roadway equipment consolidation on CSXT. As such, CSXT will advertise all of the roadway mechanic positions on the allocated CRC lines to be operated by CSXT and the CRC allocated roadway shop positions to be established at CSXT's Richmond facility at the same time and follow the general principles of the original CSXT Labor Agreement 12-126-92. Once integrated, the former CRC employees will work under and be governed by the provisions of CSXT Labor Agreement 12-126-92, as amended.

ARTICLE III

This Agreement shall fulfill the requirements of Article I, Section 4, of the New York Dock conditions and all other

conditions which have been imposed in Decision No. 89 by the STB in Finance Docket No. 33388.

611/99 Revision Attachment "F" RE: Service Lane Work Territories

This will confirm the initial composition of the twelve (12) Service Lane Work Territories contemplated by Section 4 of the agreement reached May 11, 1999.

<p>RENT SENIORITY DISTRICTS OR PRIOR RIGHTS DISTRICTS CONTEMPLATED</p>
<p>ATL/WAY; L&N - W&A, K&A, S&NA South, MNO&P, &WP/Georgia Road/WRofA/A.JT</p>
<p>field; L&N - CV, EK, KD, CC</p>
<p>Baltimore East, Baltimore West, Cumberland, burgh East, Pittsburgh West, Three Rivers East, Three s West, Monongah East, Monongah West, Akron East, North, Ohio South; Western Maryland East and Western and West; C&O – Hocking; CR - Harrisburg</p>
<p>Cincy/Chicago, Hocking, Ashland, Russell, Clifton , Huntington, Hinton, Northern, NF&G, Richmond, ort News; L&N - EK; B&O - Ohio South</p>
<p>PM) Michigan, Canadian District Toledo Terminal; C&O king; CR - Toledo; B&O - Toledo East</p>
<p>ATLIWAY, FLO/SAV, RAL/RM; RF&P</p>
<p>JAX/TAMPA, ATL/WAY, FLO/SAV; L&N PD</p>
<p>CC, Louisville, HD; Monon; B&O –Toledo East, St. East and St. Louis West, Ohio North and Ohio South</p>
<p>Nashville, NT, SD, W&A, HD, S&NA North; C&EI; CT; B&O - Akron West, Toledo West, New Rock; CR- west, Chicago</p>
<p>Mohawk, Buffalo, New England, New /Philadelphia, Cleveland, Southern Tier</p>
<p>Columbus, Southwest; B&O –Toledo West; Monon; Cincy/Chicago</p>
<p>Cleveland, Columbus, Youngstown, Chicago; B&O - East and Akron West</p>