

Agreement

between

CSX Transportation, Inc.,

and its employees represented by

the Brotherhood of Maintenance of Way Employees Division

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

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

Therefore, it is hereby agreed,

Upon the execution of this agreement, without precedent or prejudice to the party's long standing position, the Carrier may establish a system production gang for the purpose of distributing materials for use in conjunction with system production gangs (SPGs) under the following conditions:

- 1) Gangs for the operation of the "OTM Tracker" consisting of two (2) employees will be advertised, as necessary, to all employees who are subject to the provisions of Appendix S, of the June 1, 1999 System Agreement (as amended August 22, 2005).
- 2) Applicants for the Class A operator positions of the "OTM Tracker" must possess a valid Class A Commercial Driver's License (CDL), and must be FRA and Operating Rules qualified.
- 3) Except as modified herein, employees assigned to the "OTM Tracker" operator positions will be governed by the provisions of the amended Appendix S.
- 4) The rate of pay for employees assigned to the "OTM Tracker" operator positions will be established at \$25.09 per hour as periodically amended by applicable provisions of relevant National Agreements.
- 5) An employee assigned to an "OTM Tracker" operator position will be entitled to single room accommodations while performing service for the Carrier in such capacity.

- 6) The Carrier will provide one (1) vehicle for each team established under the terms of this Agreement. This vehicle is provided for the operation of the "OTM Tracker" and may be used by the assigned employees for transportation in connection with weekend travel to and from either a work or lodging location and a common meeting point. When this vehicle is used for weekend travel, such time traveling in this vehicle will not be considered as time worked for the purpose of compensation; however, the travel allowance and per diem payments as provided for in the amended Appendix S will apply.

This Agreement is executed on this the 31st day of July, 2007.

For the Organization:

For the Carrier:

DR Albers

James C. Guidon

Harry D. Cox

Jed Dodd

Stewart B. Newkirk

James D. Wright

J.R. McLoghlin

Bradley A. Winter

J. Rook