K" 9460

# BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

## SYSTEM AGREEMENT
## CSXT No. 1-023-07

**Governing working conditions and rates of pay of Locomotive Engineers**

## CSX TRANSPORTATION

## EASTERN LINES – WESTERN LINES - NORTHERN LINES

**April 25, 2007**

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## ARTICLE 1 – RATES OF PAY

A. On effective date of this agreement, all locomotive engineer rates of pay, including extra board guarantees, will increase by three percent (3%), retroactive to January 1, 2007. The back pay will be paid no later than sixty (60) days from the date BLET informs CSXT that the Single System Agreement has been ratified. Rates of pay will be shown in the Rate Schedules in the Appendix.

B. In computing the increase above, three percent (3%) shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic rate of pay. The adjustments provided for in this Article will apply to mileage rates of pay for overmiles, and will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money:

| | |
|---|---|
| Passenger | 600,000 and less than 650,000 pounds |
| Freight | 950,001 and less that 1,000,000 pounds (through freight rates) |
| Yard Engineers | Less than 500,000 pounds |
| Yard Firemen | Less than 500,000 pounds (separate computation covering five-day rates and other than five-day rates) |

## ARTICLE 2 - SIGNING BONUS

A. In consideration of the rule modifications contained in this BLET Single System Agreement (SSA), a certified locomotive engineer who has an active employment relationship with CSXT under this Agreement thirty (30) days prior to the date that the Single System Agreement is signed will receive a signing bonus payment of two thousand, five hundred dollars ($2500.00) as described herein upon successful ratification of the Single System Agreement.

B. Engineer trainees on the effective date of this Agreement will be entitled to this signing bonus payment upon engineer certification.

C. The bonus payment will be paid no later than sixty (60) days from the date BLET informs CSXT that the Single System Agreement has been ratified. The bonus payment shall be subject to withholdings for applicable state, federal and local taxes.

D. An employee receiving a signing bonus under this Single System Agreement will not be eligible for a signing bonus under another Collective Bargaining Agreement. Engineers paid a signing bonus under this Single System Agreement have no right to a second signing bonus, lump or retroactive payment, under a different Collective Bargaining Agreement, unless that payment exceeds the bonus described here. In such case, if the employee is eligible under both Collective Bargaining Agreements, he will receive no less than the money represented by the greater bonus.

E. Employees suspended during such bonus payments will not obtain the funds unless it is clear they will be returned to service. Dismissed employees and employees on leave of absence will be paid such bonuses only if they are restored to service.

F. Any questions concerning proper application of bonus payment protocols will be governed by the Disputes Committee

## ARTICLE 3 - RATE PROGRESSION

A. All CSXT Engineers on the effective date of this Agreement will be increased to one hundred percent (100%) of the daily rate of pay. Those in training school will advance to one hundred percent (100%) upon certification as a Locomotive Engineer. Employees who become Engineers subsequent to the effective date of this Agreement will be placed in rate progression.

B. Any employee under the new rate progression becoming an Engineer, will receive a five percent (5%) rate increase when he obtains his Engineer Certification. The entry rate for a newly certified Engineer will be not less than eighty-five percent (85%) of the daily rate. Such employees will receive a five percent (5%) increase one (1) year from the anniversary date of their certification. After reaching ninety (90%) under this progression, an Engineer will attain one hundred percent (100%) of the daily rate the second year after the anniversary date of his certification. Employees becoming Engineers already under rate progression at a higher level than 80% in their subordinate craft will receive a five percent (5%) increase on the rate progression scale concurrent with receipt of their engineer certification. Such Engineers will receive a five percent (5%) increase on the anniversary date of such certification until they reach one hundred percent (100%).

## ARTICLE 4 - SPECIAL PAY DIFFERENTIAL – ENGINEER CERTIFICATION ALLOWANCE "EC"

A. Effective on the date CSXT receives written notification of the ratification of this Agreement, CSXT locomotive Engineers (including locomotive Engineers engaged in pilot service) will qualify for a Special Pay Differential (Engineer Certification Allowance, "EC").

B. Effective the date of this agreement the Special Pay Differential (EC) will be fifteen dollars ($15.00) per basic day in freight and yard service plus $0.15 per overmile for any and all trips in such service. The $0.15 overmile allowance is not payable to those CSXT Engineers with a seniority date subsequent to the effective date of this Agreement. The current CSXT rate will be reduced to eliminate the $5.00 certification payment.

Question and Answer

Q-1: Will the $15.00/$0.15 be paid separate and apart from all other service performed regardless of the class of service performed, i.e., yard, freight, helper/pusher, road switcher, locals, etc.?

A-1: Yes.

**ARTICLE 5 - PERFECT ATTENDANCE STOCK AWARD**

A. Effective with the date of this Agreement, all eligible CSXT Engineers will be entitled to an award of twenty (20) shares of CSX Corporation Common Stock for every six (6) months of perfect weekend attendance. The sixth month periods begin January 1 and July 1 each year.

B. Perfect weekend attendance is defined as one hundred percent (100%) availability on Friday, Saturday and Sunday during a consecutive six (6) month period. Rest days are considered as being available for service. Any other non-compensated mark offs will be considered as unavailable. Recipients of this award will have such shares placed in their 401(k) account. Those awardees who do not have a 401(k) account will receive the cash equivalent of said stock based on the closing price of CSX stock on the last day of the semi-annual period.

**ARTICLE 6 - PERFORMANCE BONUS PROGRAM**

A. The parties agree that Engineers represented by the Brotherhood of Locomotive Engineers and Trainmen (BLET) will be eligible for a bonus payment under the Performance Bonus Program (PBP) established in this Agreement for the periods and on the basis set forth below:

1. Effective January 1, 2007 and payable in 2008, locomotive Engineers will be eligible for a bonus up to a maximum of six percent (6%) of their locomotive Engineer earnings in 2007, calculated in accordance with paragraph B below.

2. Effective January 1, 2008 and payable in 2009, locomotive Engineers will be eligible for a bonus up to a maximum of eight percent (8%) of their locomotive Engineer earnings in 2008, calculated in accordance with paragraph B below.

3. Effective January 1, 2009 and payable in 2010, locomotive Engineers will be eligible for a bonus up to a maximum of ten percent (10%) of their locomotive Engineer earnings in 2009, calculated in accordance with paragraph B below.

4. If the BLET does not exercise its right to cancel participation in the Bonus Program under paragraph F below, all locomotive Engineers will be eligible, effective January 1, 2010 and annually thereafter, for a bonus of twelve percent (12%) in 2010 and increasing to fifteen percent (15%) at the end of the next contract of their locomotive Engineer earnings in that year, payable in the following year, calculated in accordance with paragraph B below,

except that locomotive Engineers who achieve a BLET seniority date on or after January 1, 2010 will be eligible in 2010 for this bonus up to a maximum of ten percent (10%) of their locomotive Engineer earnings in 2010, calculated in accordance with paragraph B below, with a one percent (1%) increase in that level each subsequent year until they reach a maximum level negotiated for locomotive Engineers. Locomotive Engineers who achieve a BLET seniority date by December 31 of a year after 2010 will also be eligible for a bonus up to a maximum of ten percent (10%) of their locomotive earnings in that year, calculated in accordance with paragraph B below, with a one percent (1%) increase in that level each subsequent year until they reach a maximum level of fifteen percent (15%). As indicated in paragraphs A (1) - (3) above, a locomotive Engineer will not be eligible for a bonus for any year in which the locomotive engineer has not achieved a BLET seniority date by December 31 of that year.

B. 1. Locomotive Engineers covered by this Agreement who are eligible to receive a bonus for a year specified in paragraph A above, payable in the following year, will receive this bonus payment only if an annual bonus is paid under CSXT's Management Incentive Compensation Program (MICP) for that year. For such years, the amount payable to a locomotive Engineer under paragraph A above will be calculated by multiplying the employee's locomotive Engineer earnings in that calendar year (as defined herein by the appropriate percentage in paragraph A above and then by the percentage of the bonus payout to the second decimal place), up to a maximum of one hundred percent (100%), paid under the MICP for that year. The "percentage of the bonus payout", up to a maximum of one hundred percent (100%), paid under the MICP" for any given year is hereinafter referred to as the Performance Bonus Payment, hereinafter "PBP."

Example 1: If the PBP is 100% for MICP payments made for calendar year 2007 (payable in 2008), and the locomotive Engineer earnings in his craft in 2007 are $70,000, the following calculation applies:

.06 x $70,000 x 100% = $4,200 (payable in 2008)

Example 2: If the PBP is 96.78% for MICP payments made for calendar year 2008 (payable in 2009), and the locomotive Engineer earnings in his craft in 2008 are $70,000, the following calculation applies:

.08 x $70,000 x 96.78 % = $5,419.68 (payable in 2009).

2. For the purposes of this article, BLET earnings consist of all payments made by agreement between CSXT and BLET during the applicable calendar year. The following payments shall be excluded from BLET earnings:

(i) Bonus payments.

(ii) Expense reimbursements and allowances, including, but not limited to those required by any protective conditions.

(iii) Any payment (other than for back pay) made pursuant to a jury verdict, court order, settlement, or other resolution of a legal dispute.

(iv) Earnings from another craft

3. Employees may make an irrevocable election prior to the beginning of the calendar year in which the bonus will be paid to defer all or a portion of their bonus into the CSX Corporation Capital Builder Plan, or BLET Merrill Lynch Program, up to the limits of and in accordance with the provisions of the respective Plan.

C. CSXT will advise the BLET of the PBP for each calendar year for which the Company pays a bonus under the MICP. The determination of the percentage of bonus payment under the MICP, including but not limited to the methodology employed and the determination of any data utilized in the calculation of the percentage of bonus payment under the MICP, shall be at management's sole discretion, and shall not be a subject for review, negotiation or dispute. Bonus payments payable under this Bonus Program will be made no later than March 1 of the year in which the payment is due.

D. Procedures for continuing/discontinuing BLET participation in Bonus Program after December 31, 2009 are as follows:

On or about March 1, 2009, and as often thereafter as necessary, the parties will meet to review the results of the Bonus Program for 2007 and 2008 and to attempt to agree upon increasing the daily rates of pay for BLET effective January 1, 2010, if the BLET decides to continue participation in the Bonus Program after December 31, 2009. If the parties are unable to agree by August 1, 2009, CSXT will on that date provide BLET with a final offer for the adjusted daily rates that would apply for the BLET, if BLET opts to continue participation in the Bonus Program after December 31, 2009. This offer will automatically terminate after September 15, 2009.

E. Discussions regarding adjusted daily rates of pay and other Agreement changes if BLET cancels participation in the Bonus Program will be as follows:

On or about August 10, 2009, CSXT will provide BLET with a projected estimate of the PBP for calendar year 2009, payable in 2010. This projected estimate will not be binding and will not be considered as a guarantee that a bonus will be paid under the MICP or under this Bonus Program. The parties will meet by September 1, 2009 to discuss whether BLET will continue participation in the Bonus Program beyond December 31, 2009. If BLET decides to cancel participation in the Bonus Program, the parties will attempt to agree on what the adjusted daily rates of pay for BLET would be in accordance with the guidelines in paragraph F below, effective January 1, 2010.

F. BLET Options

On or before September 15, 2009, the BLET shall:

1. issue a written notice to CSXT accepting CSXT's offer described in paragraph D above and indicating its intent to continue participation in the Bonus Program after December 1, 2009; or

2. issue a written notice to CSXT canceling participation in the Bonus Program after December 31, 2009.

G. If BLET does not issue written notice by September 15, 2009, electing one of the options directly above in paragraph F, then BLET will automatically be deemed to have accepted CSXT's offer described in paragraph D and will continue participation in the Bonus Program after December 31, 2009. The date of postmark shall control as the date a written notice is issued under this Agreement.

H. If the BLET's participation in the Bonus Program is cancelled pursuant to paragraph F, BLET will still be eligible to receive the bonus payment for the calendar year 2009, payable in 2010, pursuant to the provisions of paragraphs A - D of the Bonus Program.

I. If BLET elects to cancel the Bonus Program, wage rates will be adjusted in January 2010 based on GWI/COLA in the applicable National BLET Agreement, reduced by three percent (3%) as referenced in Article 1 - Rates of Pay.

J. Modifications to this BLET Agreement described in this paragraph will not be made retroactively to cover any time period prior to January 1, 2010, except the parties recognize that the $15.00/$0.15 per overmile will be eliminated. The $5.00 Engineer Certification Allowance (EC) payment will be re-established in the event BLET opts to snap back from the Bonus Program. It is the intent of the parties to adjust the rate under this Paragraph (J) by applying national wage increases not previously applied.

K In the event that the BLET cancels participation in the Bonus Program, it may serve Section 6 - Notices seeking changes in rates of pay on or after November 1, 2009, to become effective January 1, 2010.

Questions and Answers

Q-1: Is the bonus payment included in the vacation calculation payment?

A-1: Yes.

**ARTICLE 7 - 401(k) SAVINGS PLAN**

Section 1

The parties agree that CSXT and its locomotive Engineers derive mutual benefit from programs which better align the interests of locomotive Engineers with those of shareholders and customers. To further that goal, CSXT will make the following contributions to the BLET 401(k) Savings Plan for locomotive Engineers, with contributions as set forth below.

Section 2

A. Commencing with the year 2008, and from year-to-year thereafter, CSXT will match up to fifty percent (50%) of a locomotive Engineer's contribution based on locomotive Engineer earnings to the BLET Merrill Lynch 401(k) Savings Plan. CSXT's contribution match will be in the form of CSX Corporation common stock. CSXT cannot make a matching contribution to an Engineer's Capital Builder Account.

B. The match is subject to the following limitations:

1. the match will apply to four percent (4%) beyond the first 2% of an employee's locomotive Engineer earnings which are the basis for his contribution to his 40l(k) Savings Plan; and

2. the match will not exceed the maximum prescribed by law; it will apply to fifty percent (50%) of his annual 401(k) contribution up to the four percent (4%) in subparagraph B(1) above contribution of his annual engineer earnings; and

3. the match is contingent upon the extent to which CSXT achieves the Management Incentive Compensation Program (MICP) goal as established for its non-agreement employees. When the results achieved fall short of the MICP goal, the match will be prorated in the same manner as established for non-agreement employees under the MICP Program. The first payment of the match to the Trustee of the Engineer's designated 401(k) Plan will occur during the first quarter of 2008, reflecting MICP performance during 2007. Subsequent payments shall occur from year-to-year thereafter.

4. The match will not be paid if an Engineer has a proven decertifiable event and/or does not earn an annual income of at least $40,000 during the subject year.

Section 3

In addition to the CSXT match prescribed in Section 2 of this article, CSXT will also match $0.50 on each $1.00 a working Engineer contributes to his BLET Merrill Lynch 401(k) account up to two percent (2%) of his Engineer's compensation. The match will be in CSX Corporation common stock.

Section 4

The Trustee of the BLET 401(k) Plan will afford CSXT access to all records and other documentation regarding the Plan which may be useful in verifying CSXT's obligations under this Article.

Example 1:

Engineer Jones makes $100,000 in 2008 and contributes 6% of his annual earnings to his BLET 401(k). What will CSXT match during the course of the year?

Each pay period, two percent (2%) of his contribution is eligible for a $0.50 match. Since two percent (2%) of Jones's earnings is $2,000, the bi-weekly match for the year will equal $1,000. In addition, an additional match will be paid in March 2009 on fifty percent (50%) Jones's four percent (4%) contribution explained in subparagraph B(1) above.

- If management were awarded 100% of their bonus opportunity for 2008, Jones will likewise receive 100% of his bonus opportunity (50%) of $4,000, or $2,000.
- If management got a 50% bonus, Jones will get a $1,000 match.
- If management got no bonus, Jones gets no additional match.

Question and Answer

Q-1: What happens if an engineer has a proven decertifiable offense during the year or earns less than $40,000 annual earnings?

A-1: He is not eligible for the annual match while the weekly match is unaffected.

**ARTICLE 8 - EXPENSES AWAY FROM HOME**

A. When CSXT ties up a road service engineer (except short turnaround passenger Engineers) at other than the designated home terminal for four (4) hours or more, the Engineer will receive a meal allowance of twenty dollars ($20.00) and an additional meal allowance in the amount of ten dollars ($10.00) after being held an additional twenty (20) hours. Subsequent thereto, an additional ten dollars ($10.00) will be paid for every eight (8) hour period or fraction thereof, spent at the away from home terminal after the initial twenty-four (24) hours. All meal allowances shall be payable with a COLA adjustment. COLA payments shall be payable in a manner set forth in and subject to the provisions and on the basis of the "Consumer Price Index for urban Wage Earners and Clerical Workers (Revised Series) (CPI-W) (1967=100%), U.S. Index, all items unadjusted, as provided, as published by the Bureau of Labor Statistics, U.S. Department of Labor and hereafter referred to as the CPI. The first COLA adjustment of the meal allowance must occur in the first half of 2009.

B. Extra Engineers filling temporary vacancies at outlying points are covered under this Article, if the outlying point is thirty (30) miles or more from the terminal limits of the location where the extra board from which called is maintained.

C. Extra Engineers tied up at outlying points thirty (30) miles or more from the terminal limits of the location where the extra board that protects such assignment is maintained, may elect to receive a daily round trip automobile allowance at the prevailing IRS rate to and from his home in lieu of lodging with the concurrence of local supervision.

**ARTICLE 9 - HELD AWAY FROM HOME TERMINAL**

A. Engineers in pool freight and unassigned service held at other than the home terminal shall be paid continuous time for all time held after the expiration of fifteen (15) hours from the time relieved from previous duty. The rate per hour paid for the last service performed will apply. Payments accruing under this Article shall be paid for separate and apart from pay for the subsequent service or deadheading.

B. Should an Engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home terminal time shall cease at the time pay begins for such service trip, or at the time the conveyance used for deadheading departs the terminal.

**ARTICLE 10 - DEMAND DAYS OFF (DDO)**

A. Definition

In order to recognize Engineers who work for CSXT by rewarding them with "a quality of life" privilege, CSXT agrees to allow Engineers who attain "Perfect Attendance" the right to earn Demand Days Off (DDO). Engineers who have continuously been available for service for a calendar quarter, and have not taken any non-compensated time off, not including rest days, will accrue one Demand Day Off (DDO).

B. Conditions

1. One (1) Demand Day Off (DDO) will be earned by any Engineer who attains a calendar quarter of Perfect Attendance and must be observed by the end of the following quarter.

2. Perfect Attendance is defined as Engineers marked up on their assignments, working regularly, observing Rest Days and other absences that are sanctioned by Agreement. Engineers will be disqualified for Perfect Attendance status by taking non-compensated time off (i.e., "sick," "miss call," "personal business," or making themselves otherwise unavailable for duty).

3. Engineers who serve a suspension or dismissal as a result of discipline will, if such discipline is subsequently overturned by appeal, be restored to Perfect Attendance status for that period of suspension without prejudice.

4. Demand Days Off (DDO) earned by the Engineer will be available for use to secure absences from work without exception and a requested DDO cannot be refused by CMC unless it would cause service disruption. Demand Day(s) denied result in payment of an additional day's pay at the basic rate of the last service performed above and beyond all earnings without deduction therefrom.

5. DDO confers Engineers who have earned DDO with a right to be off, not the right to compensation. The DDO may be used in conjunction with a Personal Day or Single Day or Weekly Vacation to provide Engineers compensation, but the primary purpose of DDO is to secure absence without opposition.

6. Engineers who miss a call may choose to exchange an accumulated DDO in order to remove that miss call and reference thereto from CMC records.

7. CSXT cannot force an engineer to use his DDO to secure an absence; rather DDO use will be at the Engineer's sole discretion.

8. Engineers cannot be charged with insubordination for refusing duty when observing a DDO. Use of a DDO cannot be held against an engineer for discipline, absenteeism, or attendance in any way.

9. Disputes concerning Perfect Attendance qualification that cannot be settled with the Local Chairman of Jurisdiction and CMC are referable to the General Chairman of jurisdiction and CSXT Highest Designated Officer.

Questions and Answers

Q-1. Will Bereavement Leave, Jury Duty/Attending Court or when required to give statements to CSXT Attorneys or the Claims Department disqualify Engineers from Perfect Attendance when otherwise qualified?

A-1. No.

NOTE: Demand Days Off will be considered to be neutral days, similar to Personal Leave Days described in Article 16 - Personal Leave.

Q-2: When an Engineer has tried to take a DDO during the quarter after it was earned and has been denied, is he allowed to take it per this Article or will he be again denied if he requests the day again?

A-2: No, he will be granted the use of the day before the quarter ends.

Q-3: Will claiming undisturbed rest be considered unavailable for the purpose of this rule?

A-3: No.

## ARTICLE 11 - APPLICATION FOR EMPLOYMENT

A. Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by CSXT must be declined in writing to the applicant. This provision will not apply to CSXT employees that have established seniority in other crafts.

B. Omission or Falsification of Information

1. An Engineer who has been accepted for employment will not be terminated or disciplined by CSXT for furnishing false 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 CSXT had timely knowledge of it.

2. Each General Chairman shall be furnished with a list of Engineers under their jurisdiction who are hired or terminated, their home addresses and Social Security Numbers, if available, otherwise their identification numbers. This information shall be furnished within thirty (30) days after the month in which the Engineers are hired or terminated.

## ARTICLE 12 - ESTABLISHING SENIORITY

A. It will be the responsibility of CSXT to project the need for additional Engineers and have them trained and ready for service when needed.

B. The Engineer's hiring pools will be maintained to allow train service employees acquiring engineer seniority to maintain their relative standing with other train service employees when establishing their Engineer seniority date, provided they accept promotion as an Engineer and successfully pass such training when the first opportunity is made available at their supply point (work location).

C. The hiring pools will be maintained on each seniority district/zone and all train service employees in the district will be allowed to make application to the hiring pool in the same relative order that they have on the applicable trainmen's roster. The hiring pool will be re-advertised annually, and subsequent applicants will be placed at the bottom of the existing hiring pool, in the same relative order as they appear on the applicable trainmen's roster.

D. Employees currently in train service who make application upon the initial advertisement of the hiring pool will maintain their relative standing with other train service employees in the hiring pool, provided they accept promotion and successfully pass such engineer training when the first opportunity is made available at their supply point (work location). [If an employee does not place his name in the hiring pool such employee may be offered promotion to engineer, but will be placed behind all employees who elected to place their names in the hiring pool.]

Note: This bracketed sentence does not apply on the former B&O property where train service employees must accept promotion when it is first offered to them.

E. FRA Certified locomotive Engineers, who are hired or transferred from another road, or from one former road to another former road within the CSXT system consistent with applicable rules and not in conflict with other craft agreements, will be placed on the appropriate engineer seniority district/zone roster and thereafter will be handled as decided by Arbitrator Charles P. Fischbach in the Award dated October 18, 2004 Award No. SP-01-02. Certified professional Engineers hired on, or transferred to, the same seniority district on the same date, will be placed on the appropriate Engineers' seniority district roster based on their date of birth (month, day and year). If permanently transferred, they will forfeit Engineer seniority on the former district(s)/zone(s) from which transferred.

F. It is also understood that employees who are unable to complete their scheduled engineer training class due to sickness, FMLA, military service or other reasonable circumstances, as determined by the BLET General Chairman of jurisdiction and CSXT's Highest Designated Officer, will retain their proper position for promotion, if they return to service at their earliest opportunity.

G. Seniority Appeals

1. All appeals concerning dates of seniority as an Engineer will be submitted in writing addressed to the appropriate CSXT Highest Designated Officer, with a copy to the BLET General Chairman of jurisdiction, within sixty (60) days following the published date of establishment of seniority. When a date of seniority has been established in accordance with this Article and is not challenged in writing within the specified time limits, no appeal of the established seniority date will be accepted.

2. The time limit of appeal for Engineers on leave of absence at the time of the publication of the established date of seniority as Engineer will begin from the time the engineer reports for duty.

H. Seniority lists will be revised and published in January of each year, and a copy furnished to the BLET General Chairmen. In no case will any change be made in the seniority standing of Engineers after the roster has gone without written protest for two (2) years.

I. It is further understood and agreed that any and all controversies or disputes arising from the application of this Article will be handled exclusively between the General Chairman of jurisdiction and CSXT's Highest Designated Officer.

J. Seniority will govern as follows: The senior Engineer in road/yard service will have preference of runs or jobs on the seniority territory to which assigned. Seniority rights of Engineers as to assignments in existing districts/zones are preserved.

## ARTICLE 13 - PHYSICAL EXAMINATIONS

A. Physical examinations will be conducted as required under the Federal Railroad Administration requirements and as determined appropriate by CSXT's Chief Medical Officer when an engineer's fitness for service is in question. CSXT, through its Chief Medical Officer, retains the right to establish periodic physical examinations. The cost of physical examinations required under the Federal Railroad Administration requirements or performed at the direction of CSXT will be paid for by CSXT. The Medical Department will advise the individual of the reason for the examination.

B. 1. An Engineer directed by the Company to undergo a physical examination will be compensated three (3) hours at the pro-rata rate of the assignment. However, if the engineer is unable to schedule the examination without loss of compensation from the assignment or extra board, the engineer will be compensated for all lost earnings. An Engineer must secure authorization from one of his supervising officers who will instruct CMC to mark the engineer off duty to take a physical examination. An Engineer required to take an examination at other than his home terminal will be reimbursed for all reasonable expenses incurred.

2. This rule will not apply to physical examinations when an Engineer is returning to duty from a leave of absence (including sick leave or injury), or physical examinations required of Engineers while absent from duty because of illness or injury. Engineer will be allowed all reasonable expenses incurred if required to leave his home terminal for such examination.

3. This rule will apply to physical examinations required by federal regulations.

C. Engineers may be required to submit to any CSXT physical when:

1. a. It is CSXT's opinion that the Engineer's health or physical condition is appreciably impaired in which case CSXT shall notify the Engineer in writing of the nature and extent of its concern and shall pay the physician's fee for such examination; or

b. An Engineer who has been off for an extended period, length of which to be determined by the CSXT Chief Medical Officer, but not less than seven (7) days, due to personal illness or off-duty injury, in which case, once the engineer has been attended to by his personal physician, the physician must complete CSXT medical forms provided by the Chief Medical Officer prior to return to service.

2. In conducting such physical examinations, any facts as to unfavorable conditions developed by the Medical Examiner will not be reported to supervisory officers, but will be held in strict confidence between the Medical Examiner, the Chief Medical Officer and the employee concerned.

D. Any Engineer who fails to pass a CSXT physical examination may within thirty (30) days, at his option, have a review of his case in the following manner:

1. In the event the Chief Medical Officer determines that an Engineer's physical condition is such that it will interfere with the safe performance of duties, the Chief Medical Officer will report such findings to CSXT and if it is decided the engineer should be removed from service, the Chief Medical Officer will notify the engineer and his General Chairman.

2. An Engineer who is removed from service account of a medical condition may appeal from an adverse decision of the Chief Medical Officer through the General Chairman, with evidence of a thorough examination by a recognized physician, subsequent to his rejection, which examination shows conclusions contrary to those on which rejection from service was based. If the decision is appealed, the Engineer involved, and/or his representative, will select a physician to represent the engineer, notifying the Highest Designated Officer accordingly, and within thirty (30) days after such notification, CSXT's Chief Medical Officer ("CMO") will select a physician to represent CSXT in conducting a further physical examination. The two physicians selected will examine the Engineer and render a report within a reasonable time, not exceeding thirty (30) days. If the two physicians selected shall agree, the conclusions reached by them will govern.

3. If the two physicians should disagree as to the physical condition of such engineer, they will 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 disease or diseases from which the Engineer is alleged to be suffering. The Board of Medical Examiners selected will examine the Engineer and render a report within a reasonable time, not exceeding thirty days after selection, setting forth the Engineer's physical condition and their opinion as to fitness to continue service in regular or restricted employment, which will be accepted as final. Should the decision be adverse to the Engineer and later based on a medical report from the Engineer's physician, it appears the Engineer's condition has improved, a re-examination will be arranged, as soon as possible, upon request of the Engineer. If as a result of the re-examination, the engineer is returned to service, there shall be no claim for lost time, unless CSXT had initially refused to grant the re-examination resulting in an unreasonable delay.

4. The fee of the third member of the board will be borne equally by the involved Engineer and CSXT. Fees for hospital, expenses, laboratory, x-ray examinations, etc., will be borne equally by the Engineer involved and CSXT.

5. In cases where an Engineer may be held out of service pending final determination as to his fitness to continue such service and it subsequently develops that the Engineer's condition did not justify removal from service, the Engineer will be paid for time lost and credited/made whole as it pertains to all entitlements, under this Agreement such as Vacation, Personal Leave, Performance Bonus Calculations, 401K Match, Railroad Retirement, Attendance Awards, etc., while held out of service on that account.

E. When an Engineer is disqualified for service because of vision, color perception or hearing that does not meet the required standards, the engineer or his/her representative may, within fifteen (15) days after disqualification, make request that consideration be given to conducting a field test. Such request will be made to the Highest Designated Officer and a meeting to discuss the matter will be held within fifteen (15) days following the request. Any field test will be conducted consistent with applicable FRA regulations.

F. An Engineer restricted by CSXT to yard service for medical reasons will be subject to the following:

1. Such restricted Engineer may mark up on an extra board and work yard vacancies protected by that list only so long as his seniority does not entitle him to hold a regular yard assignment as Engineer either at the point where the extra board is located or at a point protected by that extra board.

2. An Engineer marked up on an extra board under the provisions of F(1) will be subject to calls for yard service on a first-in, first-out basis. However, there will be no runaround claim due such restricted Engineer when he stands first out on the extra board at a time when a vacancy exists for a road Engineer. Under such circumstances, he will retain his first out position on the list until called for a yard vacancy.

3. It is understood that in determining the qualification for vacation eligibility under the applicable Vacation Agreement concerning calendar days on which an engineer assigned to an extra board is available for service and on which days he performs no service, is modified to the extent that an Engineer assigned to the extra board under provisions of this Article shall not be given credit/guarantee for any calendar day on which he performs no service account of being unable to accept a call on that day for road service because of his restriction.

4. All yard service performed by restricted Engineers shall be excluded from consideration in the regulation of extra boards.

G. 1. Any physical requirements developed and adopted after the effective date of this Agreement by CSXT Medical will be previewed with all BLET General Chairmen. In the event a dispute arises from any new requirements, the Organization retains its rights to challenge such guidelines under Article 32 Disputes Resolution Committee of this Agreement. In any case, CSXT will assist any physically disqualified engineer through CSXT programs to mitigate undue hardship or to provide alternate employment.

2. If a locomotive Engineer is disqualified pursuant to any new guidelines or physical requirements adopted, all health and welfare benefits will be maintained be CSXT if the engineer remains compliant with the program, until the requirements under paragraph G are fulfilled.

H. None of the provisions contained within this Article will supersede procedures pursuant to 49 CFR 240.

## ARTICLE 14 – TRANSFERS

A. Districts, Zones and Subzones of the Eastern, Northern and Western Lines are listed in the Appendix.

B. Procedure

1. When additional Engineers are needed on a Consolidated Seniority District (or Western Lines Zone), CSXT may offer temporary transfers to Engineers at locations where, in CSXT's opinion, it has a surplus subject to approval of the appropriate General Chairman with jurisdiction and in the following manner:

a. When there are no demoted Engineers in a zone or subzone subject to being marked up, CSXT will first post notice on that same Consolidated Seniority District (or Western Lines Zone) requesting temporary transfers to the zone or subzone needing Engineers. Applicants will be selected in seniority order on the basis of standing on that Consolidated Seniority District (or Western Lines Zone) roster. The selected applicants will be permitted to exercise seniority to any position within the new zone or subzone based on their prior or common rights and will remain within that zone in accordance with paragraph B(6) below, unless subsequently reduced from the Engineers' work force, at which time the Engineer will exercise their seniority to their former zone or subzone.

b. If unable to fulfill the manpower needs of CSXT under paragraph 1(a), CSXT may advertise for the temporary transfer of Engineers from one of the other Consolidated Seniority Districts (or Western Lines Zones). CSXT will post a notice on the other Consolidated Seniority District(s) (or Western Lines Zone(s)) which have surplus Engineers. CSXT will determine the seniority zones or subzones, which have surplus Engineers who will be offered temporary transfers to seniority zones or subzones in need of additional Engineers. Applicants will be taken in seniority order with birthdays being the tiebreaker (month, day and year). The date such engineer commences qualification on the district will establish their appropriate temporary seniority on that district. When two or more Engineers with seniority on CSXT transfer to and commence qualifying on the same seniority district, they will be placed in relative standing based on their former Engineers' seniority on the new district.

2. The temporary Engineer positions will be established at the supply points where needed in the zone or subzone and will become effective on the Job Adjustment Day shown in the posted notice. Such positions will be shown on the Electronic Database of Assignments ("EDB") that will be accessible through the Crew Management Center ("CMC") System and Division Messages Screens for each seniority zone or subzone determined and agreed to have surplus Engineers. The notice will indicate the seniority zones or subzones and the number of Engineers on each seniority zone or subzone that CSXT desires to temporarily transfer.

3. All active Engineers, including those assigned to reserve pool positions, will be allowed to bid on temporary transfer positions. Temporary transfer positions will be awarded in seniority order. Temporary transfer positions will not be force-filled.

4. Engineers will be required to learn the road and terminals on the zone or subzone to which transferred as necessary by agreement between the supervisor and the Local Chairman and will be paid at the same rate of pay as the working Engineer on whose train the Engineer is qualifying for all miles traveled but not less than a minimum day at the Engineers rate of pay for each day qualifying. A transferred Engineer assigned to an Engineers' pool or extra board must be qualified for all service protected by same; however, this will not prevent CSXT from using a transferred Engineer to perform emergency service for which qualified. Any issue involving qualifying on or protecting assignments not resolved by the Local Chairman may be promptly handled by the appropriate General Chairman and the Highest Designated Officer.

Note 1: When, in the opinion of the supervisory officer, an engineer is taking an unreasonable amount of time to learn the road and/or terminals, the Engineer in question will be required to consult with the supervisory officer and the Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.

Note 2: Engineers used in the qualifying of transferred Engineers will receive "Engineer Instructor" pay.

5. An Engineer temporarily transferred under this Agreement will be entitled to the following:

a. CSXT will provide lodging at the home terminal or an allowance in lieu of lodging, if the Engineer is more than thirty (30) miles from his former home terminal. Additionally, lodging will be provided at the away-from-home terminal.

b. Meal allowances as provided for by this Agreement;

c. Any additional benefits/incentives the notice may provide;

d. The applicable driving allowance as recognized by the IRS for travel to and from the location.

6. Engineers will be required to remain in active service at the location to which transferred for at least six (6) months after qualifying, unless released earlier by CSXT. Engineers will be released in reverse seniority order unless a senior Engineer has filed a written request to be released.

7. Engineers released by CSXT prior to the six (6) month period will be given a seventy-two (72) hour advance notice that their services are no longer needed, without reduction in transfer benefits as described herein.

8. In the event that a transferred engineer experiences a hardship during the six-month period, they may request an early release. The Engineer must make said request in writing to CSXT's Highest Designated Officer and the appropriate General Chairman. If the hardship is granted, CSXT may require the Engineer to re-pay the incentives on a pro-rata basis.

9. An Engineer who temporarily transfers under the terms of this Agreement will not be entitled to take vacation or personal leave during the time provided herein, unless approved by local supervision. The Engineer's appropriate Local Chairman will schedule such time off for the Engineer with the approval of the Engineer's supervisor.

Questions and Answers

Q-1. If an Engineer who has transferred to a location had already scheduled vacation prior to his transfer, can he take his scheduled vacation?

A-1. Local management and the Local Chairmen of jurisdiction will meet and endeavor to allow such Engineer to take scheduled vacation depending on the needs of service, or he will be paid for such vacation in lieu of taking the time off. Taking such time off will not deprive the Engineer of any of the benefits he receives under the transfer notice.

## ARTICLE 15 - OFF-TRACK VEHICLE ACCIDENT BENEFITS

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph B below, subject to the provisions of other paragraphs in this Article.

A. Covered Conditions

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are:

1. deadheading under orders; or

2. being transported at Carrier expense.

B. Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GAÄ23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

1. Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within one hundred twenty (120) days after date of an accident covered in paragraph (a):

| | |
|---|---|
| Loss of Life | $300,000 |
| Loss of Both Hands | $300,000 |
| Loss of Both Feet | $300,000 |
| Loss of Sight of Both Eyes | $300,000 |
| Loss of One Hand and One Foot | $300,000 |
| Loss of One Hand and Sight of One Eye | $300,000 |
| Loss of One Foot and Sight of One Eye | $300,000 |
| Loss of One Hand or One Foot or Sight of One Eye | $150,000 |

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than $300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident."

2. Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within one hundred twenty (120) days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA 23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

3. Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within thirty (30) days after such accident eighty percent (80%) of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of $1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

4. Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to $10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of

$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

C. Payment in Case of Accidental Death

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51, et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

D. Exclusions

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

1. Intentionally self-inflected injuries, suicide or any attempt thereat, while sane or insane.

2. Declared or undeclared war or any act thereof.

3. Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound.

4. Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident.

5. While an employee is a driver or an occupant of any conveyance engaged in any race or speed test.

6. While an employee is commuting to and/or from his residence or place of business.

E. Offset

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

F. Subrogation

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

> "In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10 , 1969
>
> _____
> (employee or personal representative)
>
> agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

G. Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

**ARTICLE 16 - PERSONAL LEAVE**

A. Engineers qualifying for vacation in accordance with the applicable Vacation Rule, as amended, will be entitled to Personal Leave Days on the following graduated basis, subject to the limitation contained in paragraph B, below:

| Years of T&E Service | Personal Leave Days |
|---|---|
| Less than 5 Years | 5 days |
| Five years and less than 10 years | 7 days |
| Ten years and less than 15 years | 9 days |
| Fifteen years or more | 11 days |

B. 1. Engineers in road and yard service who are eligible for paid holidays under the National Paid Holiday Rules may substitute Personal Leave Days for such paid holidays. The number of Personal Leave Days each engineer is entitled to shall be reduced by

the number of paid holidays (or pay in lieu thereof) received. An Engineer who has reached the maximum of eleven (11) days will not be entitled to any additional paid holidays or personal Leave Days in that calendar year.

2. Holiday pay will not be paid for a holiday which has been substituted for a Personal Leave Day. An Engineer who works on a holiday which has been substituted for a Personal Leave Day will be paid at the same rate which would have been applicable without the substitution.

3. In the year in which an engineer's Personal Leave Day entitlement increases, they may take the increased number of Personal Leave Days at anytime in that year.

4. Engineers who work a portion of the year in train service may not exceed the number of Personal Leave Days under the schedule shown in paragraph A above.

C. 1. a. Personal Leave Days may be requested or scheduled no later than twenty-four (24) hours before, but no earlier than twenty-one (21) days in advance by contacting the appropriate CSXT Officer at CMC or by using the appropriate screen in the CSXT system or through the IVR. These days shall be granted or allowed consistent with the daily caps which have been evenly distributed for each day of the week. CSXT has the option of granting Personal Leave Days with less than twenty-four (24) hours' notice and will do so when requested by the Local or General Chairman when the caps and/or needs of service will allow.

b. The Engineer will be paid at the rate of 500,000 lb. weight-on-drivers of the last class of service performed for each Personal Leave Day. Engineers granted a Personal Leave Day will not be required to accept an assignment after 8:00 p.m. on the day preceding the Personal Leave Day. Engineers will be marked up for duty from Personal Leave Days pursuant to Article 42 - Marking Up of this Agreement.

Note 1: Unless otherwise agreed, Personal Leave Days caps placed into the computer will be scheduled in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

Note 2: An Engineer will not be considered as unavailable for any purpose when handled as described in this paragraph.

Note 3: a. As stated above in Note 1 Local Management and the Local Chairman and all parties signatory to this Agreement understand that "special circumstances" may apply at certain locations on a specific day(s) of the week. The parties will cooperate and make arrangements to handle the needs of service on such day(s) of the week at supply points that, due to business fluctuations, have an unmistakable variation from the norm on that day(s). The caps on that day(s) may be reduced to a lower number than previously agreed to, and the amount of days reduced added to other days of the week in accordance with the procedure shown in Note 1.

b. It is understood that in no case will this understanding be used to allow the caps to be reduced or eliminated so as not to allow any Engineers to be off on this "unique" day(s) of the week unless the number of Engineer positions at the terminal is less than seven (7). Likewise, the caps on the other days of the week, including Friday, Saturday and Sunday will be handled in accordance with Note 1 unless otherwise agreed by the General Chairman and Highest Designated Officer.

2. a. Once a Personal Leave Day (hereinafter "PLD") is scheduled, CSXT will not cancel a PLD absent a forty-eight (48) hour notice from CMC to the Engineer. Any cancellations of a PLD by CMC in less than forty-eight (48) hours must result from a major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God or a work stoppage against the railroad by any craft or group of employees, including unanticipated manpower shortages, which interrupts the normal operation. Should this occur, the General and Local Chairman having jurisdiction will be promptly notified by the HDO. Once PLDs are entered into the system, CSXT will not reduce the agreed to caps without prior discussion with the General Chairman of jurisdiction and without supplying the supporting data validating their position that by not reducing the caps a shortage of manpower would be created.

b. An Engineer may not cancel a scheduled PLD without requesting CMC to do so at least forty-eight (48) hours before the day(s) is scheduled to begin. Should an Engineer experience circumstances beyond his immediate control, the requested cancellation may be granted by showing legitimate need within the forty-eight (48) hour time frame with the concurrence of the Local or General Chairman. Any dispute arising from this paragraph will be handled on a case-by-case basis between the Organization and the designated CSXT representative.

c. An Engineer may cancel a scheduled Personal Leave Day if he is out of the terminal when it is scheduled to begin.

d. In considering the needs of service, CMC may increase such caps to allow additional Engineers to be off on any given day when requests are made for additional day(s) by an Engineer, his Local Chairman or General Chairman. See also Article 18 - Summary of the Vacation Agreement, Section 5, Q&A #3.

3. Unused carry-over PLDs may be cashed in or paid for in lieu of actual time off if requested by the individual through the Crew Management Center, by use of the appropriate screen in the computer or through the IVR.

4. Unused (not requested and/or not granted) PLDs may be accumulated and carried over up to a maximum of one hundred (100) days. No more than thirty (30) consecutive days may be taken at any time. Any exceptions to this rule due to medical or hardship circumstances must be approved and agreed upon between the General Chairman of jurisdiction and Highest Designated Officer.

5. An Engineer may elect to receive payment for all or part of the carry-over days in lieu of scheduling such days. Payment for all PLDs will be paid for at the rate of 500,000 lb. weight-on-drivers of the last class of service performed and shall not be used as an off-set to any guarantees other than as provided pursuant to job protection or governed by National Agreements. Payment will be made in the pay period following the pay period in which the claim is submitted. Personal Leave Days do not become "carry-over" until January 1 of the following year.

6. If an engineer resigns, retires, dies, is disabled or is dismissed from service, the number of PLDs in his account (including those earned in the calendar year that the Engineer leaves service which were to be taken in the subsequent year) will be payable to the Engineer or his estate as soon as practicable, subject to state law.

7. Engineers working assignments that have assigned rest day(s) can request and take PLDs on the rest day(s) of the assignment. These days will not be counted against the caps on that given day and will not be denied by CMC.

D. PLDs may be donated to other employees in the form of a basic days pay at the donee's last class of service rate. Those wishing to donate days in accordance with this Article must mail/fax a signed authorization showing their identification number to the General Chairman's Office reflecting the number of days donated. The General Chairman's office will provide one list of donors to payroll.

Questions and Answers

Q-1: When will a PLD which was not previously scheduled commence and end?

A-1: A PLD commences at the time the Engineer marks off. It will end twenty-four (24) hours thereafter and the engineer will be automatically marked up.

Q.-2: When does an Engineer commence a PLD if the turn is out of the terminal when said day is scheduled to begin?

A-2: The Engineer has up to one (1) hour after registering off duty when he returns to his home terminal to cancel personal leave through the Crew Management Center, otherwise, personal leave commences with the off-duty time for a period of twenty-four (24) hours.

Q-3: Do the PLD provisions preclude the payment of time and one-half for service actually performed on a holiday by an Engineer who has previously taken a combination of eleven Holiday/PLDs?

A-3: No, the time and one-half payment is payable for service performed on a holiday under the National Holiday Rule.

Q-4: Must a regularly assigned, pool or extra Engineer wait until their turn is due to work to start a Personal Leave Day?

A-4: No, Personal Leave Days will begin at 0001 unless as described in Q & A 1 and 2.

Q-5: Who must an Engineer contact to be compensated for personal leave day while observing a rest day?

A-5: The Engineer must advise Payroll of the request to ensure proper compensation. The Engineer may contact the Payroll Help Desk, send an e-mail to TTG Payroll or as directed, requesting the payment. He will not be denied the request and this day will not be counted against the caps.

Q-6: What time will personal leave begin when taken in conjunction with rest days(s)?

A-6: At expiration of rest day(s) the PLD will begin and run twenty-four (24) hours.

Q-7: May an engineer who is otherwise unavailable for service (i.e., marked off sick, sickness in family, weather, etc.) utilize a personal leave day for guarantee purposes?

A-7: Yes. However, the day must be approved by the engineer's local supervisor. If approved, the PLD will not count against the caps, or the engineer's guarantee, if any.

Q-8: Will a PLD taken on the day before or after a holiday preclude the payment of time and one-half service actually performed on a holiday?

A-8: No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule. PLDs are considered neutral days. The Engineer must work or be available to work the day immediately preceding or following the PLDs, whichever is applicable.

## ARTICLE 17 - PAID HOLIDAYS

The following is a codification of national agreements concerning paid holidays. Should there be a change negotiated on a national level, all provisions shall be subject to change to be consistent with national agreements.

Section 1 Regularly Assigned Engineers

A. The following provisions shall apply to regularly assigned Engineers covered by this Agreement in yard service and regularly assigned road service Engineers described below:

1. Each regularly assigned Engineer in yard service or road service who is confined to runs of 100 miles or less and who are paid on a daily basis without a mileage component and regularly assigned road service Engineers who by this Agreement are covered by the Holiday Pay rules and who meet the qualifications set forth below shall receive one basic

day's pay at the rate for the class and craft of service in which last engaged for each of the following holidays:

| | |
|---|---|
| New Year's Eve | Labor Day |
| New Year's Day | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Decoration (Memorial) Day | Christmas Eve |
| Fourth of July | Christmas Day |
| Good Friday | |

2. Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked. When any of the above-listed holidays falls on a Saturday or Sunday, the day observed by the State or Nation shall be considered the holiday.

B. Engineers who work on any of the holidays listed shall be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday.

C. To qualify for holiday pay a regularly assigned Engineer must be available for or perform service as a regularly assigned Engineer on the work days immediately preceding and following such holiday, and if the engineer's assignment works on the holiday, the Engineer must fulfill such assignment. However, a regularly assigned Engineer, who is observing a PLD, daily vacation day or weekly vacation or whose assignment is annulled, cancelled or abolished on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided the engineer does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an engineer's workweek, the first workday following the engineer's "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of the Engineer's workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

1. An Engineer who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned engineer) immediately preceding the Christmas Eve holiday the engineer fulfills the qualifying requirements applicable to the "workday" the holiday and on the "workday" immediately following the Christmas Day holiday the engineer fulfills the qualifying requirements applicable to the "workday" after the holiday.

2. An Engineer 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.

3. It is understood that when a regularly assigned Engineer performs compensated service at least one day on their regular assignment in the week in which the holiday falls and is required to be used off their assignment to protect other service on one or both qualifying days and/or on the holiday, the Engineer so called will qualify to receive the holiday pay at the rate of their regular assignment. Engineers so used will be paid at the rate of time and one-half for the service performed on the holiday provided they meet the qualifying requirements.

4. A regularly assigned Engineer holding an assignment which is not subject to Holiday Pay, but who is called to protect other service which is subject to Holiday Pay, will qualify for payment of the basic day for the holiday if they are available for or perform service on such assignment on the qualifying days and on the holiday. If the assignment works on the holiday, they will be paid at the rate of time and one-half for service performed on the holiday.

D. Daily, weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph A(1) hereof unless the regularly assigned Engineer fails to qualify under paragraph C hereof shall be applied toward such guarantee. Nothing in this section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with CSXT's right to annul assignments on the holidays enumerated in paragraph A(1) hereof. PLDs taken under provisions of Article 16 - Personal Leave of this Agreement will reduce by an equal number of days the holiday entitlement under this rule. A maximum of eleven (11) paid Holidays/PLDs may be taken each year.

E. That part of all rules, agreements, practices or understandings which requires crew assignments or individual assignments in the classes of service referred to be worked a stipulated number of days per week or month will not apply to the holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified Engineers provided by this rule will apply.

F. When one or more designated holidays fall during the vacation period of the Engineer, their qualifying days for holiday pay purposes shall be their workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall be considered to be worked as for qualifying purposes.

Section 2 Extra Engineers

A. The following provisions shall apply to extra Engineers protecting both road and/or yard service:

1. Extra Engineers who meet the qualifications provided in paragraph B of this Section shall receive one (1) basic day's pay at the pro rata rate on each of the following holidays:

| | |
|---|---|
| New Year's Eve | Labor Day |
| New Year's Day | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Decoration (Memorial) Day | Christmas Eve |
| Fourth of July | Christmas Day |
| Good Friday | |

2. Only one (1) basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one (1) basic day's pay shall be at the rate of pay of the first tour of duty worked.

Note: When any of the above-listed holidays fall on Saturday or Sunday, the day observed by the State or Nation shall be considered the holiday.

B. To qualify, an extra service Engineer must:

1. Perform yard service and/or road service described in Section 1, paragraph A(1) on the calendar days immediately preceding and immediately following the holiday, and be available for such service the full calendar day on the holiday; or,

2. Be available for such service on the full calendar days immediately preceding and immediately following the holiday and perform such service on such holiday, or,

3. If such Engineer cannot qualify under 1. or 2. of this paragraph B, then in order to qualify they must be available for such service on the full calendar days immediately preceding and immediately following and the holiday, or perform such service on any one or more of such days and be available on the other day or days.

Note 1: For the purpose of paragraph B 1., 2. and 3. of this Section 2, an extra Engineer will be deemed to be available if they are ready for such service and do not lay off of their own accord, or if they are required by CSXT to perform other service in accordance with rules and practices on CSXT.

Note 2: To qualify, Engineers on a common extra board protecting both road and yard service, must have compensation credited for such service on not less than eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

4. An Engineer who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "calendar day" (for an extra or unassigned Engineer) immediately preceding the Christmas Eve holiday they fulfill the qualifying requirements applicable to the "calendar day" before the holiday and on the "calendar day" immediately following the Christmas Day holiday they fulfill the qualifying requirements applicable to the "calendar day" after the holiday.

5. An Engineer 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.

C. Any of the extra service Engineers described in paragraph A of this Section 2 who works on any of the holidays listed shall be paid at the rate of time and one-half for services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Note: Not more than one (1) time and one-half (½) payment will be allowed in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday.

D. An Engineer subject to this Article whose service status changes from an extra yard service Engineer to a regularly assigned yard service Engineer or a regularly assigned road service Engineer on a run of 100 miles or less and who is paid on a daily basis without a mileage component or vice versa on one of the qualifying days shall receive the basic day's pay provided in this Article provided they meet the qualifications set forth in paragraph B of this Section on the day or days they are an extra service Engineer or a regularly assigned road Engineer as described above and they meet the qualifications set forth in paragraph C of Section 1 on the day or days they are a regularly assigned yard service Engineer or regularly assigned road service Engineer as described above, provided further, that a regularly assigned yard service Engineer or regularly assigned road service Engineer as described above, who voluntarily changes their service status to an extra service Engineer on any of the three qualifying days shall not be entitled to receive the basic day's pay provided for in this Article.

E. When one or more designated holidays fall during the vacation period of the Engineer, the qualifying days for holiday pay purposes shall be the workdays immediately preceding and following the vacation period. In road service, lost days preceding and following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

Questions and Answers

Q-1: Will an Engineer who has had his assignment annulled or abolished on a weekday and is being paid a basic day to remain off until the next working day in the case of annulment, or the next JAD in the case of abolishment, be considered as protecting the holiday on all protective days, including the Holiday, when under these circumstances?

A-1: Yes, his Holiday pay will be considered as protected and he will be paid the Holiday Gift. If worked on the holiday, he will be paid at the time and one-half rate for the service performed.

Q-2: Do the provisions of Sections 1 and 2 of this Article concerning Christmas Eve and Christmas Day Holidays also apply to Thanksgiving and New Year's Holidays?

A-2: Yes.

## ARTICLE 18 - SUMMARY OF THE VACATION AGREEMENT

*See Appendix for Vacation Agreement complete language*

The following represents a synopsis of the Operating Crafts Vacation Agreement dated April 29, 1949, including the Award of Arbitration Board No. 458 dated May 19, 1986, the July 25, 1996 BLET/CSXT System Agreement and the 1996 BLET Core National Agreement. This is intended as a guide and is not to be construed as constituting the entire agreement between the parties.

Section 1

A. 1. Qualifications/Vacation Entitlement:

| Weeks | Yrs. Service | Yard Service | Road Service | Accum. Days** |
|---|---|---|---|---|
| 1 week | | 150 days x 1.6 = 240 days | 180 days x 1.3 = 2 days | 240 |
| 2 weeks | 2+ years | 150 days x 1.6 = 240 days | 180 days x 1.3 = 234 days | 480 |
| 3 weeks | 8+ years | 150 days x 1.6 = 240 days | 180 days x 1.3 = 234 days | 1280 |
| 4 weeks | 17+ years | 150 days x 1.6 = 240 days | 180 days x 1.3 = 234 days | 2720 |
| 5 weeks | 25+ years | 150 days x 1.6 = 240 days | 180 days x 1.3 = 234 days | 4000 |
| 6 weeks | 30+ years | 150 days x 1.6 = 240 days | 180 days x 1.3 = 234 days | 5000 |

* The number of days worked in the year preceding the year of vacation.

**The number of days of qualifying service days accumulated from date of hire.

2. a. Calendar days on which an Engineer assigned to an extra board and/or an unassigned pool is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an Engineer is absent from and unable to perform service because of injury received on duty will be included.

b. The ninety (90) and forty-five (45) calendar days referred to in this Section 1 shall not be subject to the 1.3 and 1.6 computations indicated above.

3. When an Engineer is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year, including accumulation of days.

B. Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an Engineer on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the Engineer's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

C. In instances where Engineers who have become members of the Armed Forces of the United States return to the service of the employing CSXT in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such Engineers in the Armed Forces will be counted for vacation qualification purposes.

Section 2 Pay/Compensation

A. Engineers qualified under Section 1 hereof shall be paid for their vacations as follows:

An Engineer receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned to include the bonus payments in Article 2 - Signing Bonus and Article 6 - Performance Bonus Program by such Engineer under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on CSXT on which the Engineer qualified under Section 1 [or Carriers in case the Engineer qualified on more than one CSXT under Section 1(C)] during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six minimum basic days' pay at the rate of the last service rendered, except as provided in paragraph B below.

B. The following shall apply insofar as yard and road are concerned:

Yard Service

1. An Engineer receiving a vacation, or pay in lieu thereof shall be paid for each week of such vacation 1/52 of the compensation earned, including bonus payments as provided in Article 2 - Signing Bonus and Article 6 - Performance Bonus Program, by such Engineer during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five minimum basic days' pay at the rate of the last service rendered.

Yard or Combination of Yard and Road Service

2. An Engineer having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned, including bonus payments as provided in Article 2 - Signing Bonus and Article 6 - Performance Bonus Program, by such Engineer during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such Engineer is working in road service such pay for each week of vacation shall be not less than six minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such Engineer is working in yard service such pay for each week of vacation shall not be less than five minimum basic days' pay at the rate of the last yard service rendered.

Note: Section 2 shall apply to hostling service.

Section 3

Vacations, or allowances therefore, under two or more schedules held by different organizations on CSXT shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4

Time off on account of vacation will not be considered as time off account Engineer's own accord under any guarantee rules and will not be considered as breaking such guarantees or for any other incentive or award programs made under this or any other Agreement.

Section 5

A. Calendar days on which an Engineer is compensated while attending training and rules classes or other business at the direction of CSXT such as rules/safety classes, SENSE or other Safety work or meetings, IRC and Timeout Sessions, etc., will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors. The multiplying factor will apply to full time (5 or more days/week) assignments.

B. 1. In the granting of vacations to employees who have transferred (without a break in employment relationship) to engine service from a class of service not covered by an agreement held by an organization signatory to the 1949 OPS Vacation Agreement, all service will be counted in establishing the qualifying requirements of such Agreement as to the years of continuous service, the days service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the OPS Vacation Agreement.

2. Transferring employees will carry forward their vacation entitlement and will be credited with the minimum number of basic days required to earn vacation under the provisions of the 1949 OPS Vacation Agreement for each year in which the employee qualified for vacation in years preceding the transfer.

3. The provisions of this Section 5 will apply to employees transferring from non-operating crafts directly to engine service and those that transfer to train service prior to entering engine service.

C. Engineers' vacations will be scheduled throughout the calendar year beginning with the first full week in January for the given year.

1. The appropriate Local Chairman will notify the designated CSXT Officer by December 1st each year, the total number of Engineer vacation days to be scheduled (daily entitlement) for the following year based upon the electronic bids submitted on each vacation

roster. This is accomplished by multiplying the total number of weeks of entitlement times seven days per week to get the total days of entitlement for the roster.

2. The total annual Engineer daily vacation liability will be increased by 25% and divided by the number of weeks in that particular calendar year. This number will represent the total number of vacation days that may be scheduled during each week of the year. Any fraction of .50 or greater will be carried to the next higher number. Any fraction of less than .50 will be rounded to the next lower number.

3. Should the total number of vacation days to be scheduled on a particular roster amount to less than seven (7) days for each week of the year, fourteen (14) days will initially be made available in each week subject to the following: in those weeks where no weekly vacation is scheduled (limited to one (1) per week on these rosters) these weeks will be reduced to show that there are seven (7) daily vacations available.

4. After all requirements of paragraphs 1 through 3 of paragraph C are met and the vacation rosters (MCVR screens) are complete (i.e., all Engineers eligible to receive vacation have been entered on the vacation roster), the Local Chairman will schedule the vacations via the appropriate computer screen by December 15th each year. To the extent the Local Chairman requires CSXT's assistance to accomplish this, such will be provided.

Note 1: The Local Chairman will decide how to split the weekly vacation entitlements into weekly and daily caps in the computer except as provided in paragraph 3 above.

Note 2: Unless otherwise agreed, daily vacation days caps placed into the computer will be scheduled in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

Note 3: An Engineer will not be considered as unavailable for any purpose when handled as described in this paragraph.

Note 4: a. As stated above in Note 2, Local Management and the Local Chairman and all parties signatory to this Agreement understand that "special circumstances" may apply at certain locations on a specific day(s) of the week. The parties will cooperate and make arrangements to handle the needs of service on such day(s) of the week at supply points that, due to business fluctuations, have an unmistakable variation from the norm on that day(s). The caps on that day(s) may be reduced to a lower number than previously agreed to, and the amount of days reduced added to other days of the week in accordance with the procedure shown in Note 1.

b. It is understood that in no case will this understanding be used to allow the caps to be reduced or eliminated so as not to allow any Engineers to be off on this "unique" day(s) of the week unless the number of Engineer positions at

the terminal is less than seven (7). Likewise, the caps on the other days of the week, including Friday, Saturday and Sunday will be handled in accordance with Note 1 unless otherwise agreed by the General Chairman and Highest Designated Officer.

D. 1. Vacations scheduled while working as an Engineer will be taken as scheduled even if demoted, unless cancelled or changed by CSXT, with the consent of the appropriate Local or General Chairman and/or by CSXT at the request of the Engineer or the appropriate Local or General Chairman.

2. Vacation designated and scheduled to be taken in single days (1 or 2 weeks) will be taken in single days even if demoted, unless cancelled or changed by CSXT, with the consent of the appropriate Local or General Chairman and/or by CSXT at the request of the Engineer or the appropriate Local or General Chairman.

Note 1: Vacations, whether weekly or daily, may be changed by the appropriate BLET Local or General Chairman at the request of an Engineer. If the change requires the increase of the caps for the specified week or day, the Local Chairman will discuss the change with the designated Supervisor at CMC to determine the needs of service for the week or day. If unable to agree to the scheduling of the vacation, the matter will be referred to the General Chairman for further handling with the designated CSXT HDO.

Note 2: When requested by the Local and or General Chairman, CSXT will change weekly vacations into seven (7) daily vacation days and vice versa throughout the year when requested, within the allowable limits pertaining to the Engineer's weekly or daily entitlement and in accordance with all other sections of this Article.

E. 1. When an Engineer has sufficient qualifying days to acquire an additional week of vacation prior to beginning the anniversary year in which he will be entitled to an additional week, the employee may schedule and take the additional week regardless of the anniversary date used to calculate years of service under the OPS Vacation Agreement.

2. It is understood that CSXT will not assume any additional expense in granting permission to Engineers to split vacations.

F. Engineers may convert up to two (2) weeks of earned vacation to "daily vacation" to be taken one day at a time. It is understood that the number of Engineers on weekly vacation and daily vacation cannot exceed the scheduling limits established under paragraph C of this Section 5.

1. Between September 1st and November 30th of each year an Engineer must schedule his vacation in the designated computer screen provided for this purpose. He will declare on this screen at that time his intent to convert one or two weeks of earned vacation to daily vacation. This information will be taken into account for scheduling and planning purposes.

2. For each week converted to "daily vacation," the Engineer will be permitted to take seven days of vacation one day at a time and paid for each day on the basis of 1/7th of his weekly vacation pay. For purposes of this rule, the term "weekly vacation pay" will be on the basis of 1/52nd of the previous year's earnings, in accordance with this Article.

3. Daily Vacation Days may be scheduled no later than twenty-four (24) hours but no earlier than twenty-one (21) days in advance by contacting the appropriate CSXT officer at CMC, or by using the appropriate screen in the computer or through the IVR and shall be granted consistent with the daily caps which have been evenly distributed for each day of the week and were agreed to in accordance with the requirements of service. CSXT has the option of granting Daily Vacation days with less than twenty-four (24) hours' notice.

Note: As with Personal Leave Days, once a Daily Vacation Day is entered into the system, CSXT will not cancel the Daily Vacation Day or reduce the agreed upon caps on any day except in accordance with Section 5, Paragraph D of this Article. An Engineer can only cancel a scheduled Daily Vacation Day if he is out of the terminal when it is scheduled to begin and/or when circumstances surrounding the scheduled day have changed, then it will be cancelled by CMC when approved to be removed by the appropriate Local or General Chairman.

4. An Engineer may take a daily vacation day on a rest day or layover day. Daily vacation taken in this manner will not count against the daily limits established under the vacation schedule. Such day may be scheduled through CMC by the appropriate CSXT officer or by use of the appropriate screen in the computer or through the IVR and will not be refused by CMC.

5. Single day vacations will commence at 0001. Weekly vacations will commence at 0001 Saturday and will end at 2359 on Friday. Engineers scheduled to start vacation, daily or weekly, will not be required to accept an assignment on the day preceding the vacation as covered in Article 40 Marking Off of this Agreement.

6. Vacation days that are not taken in a calendar year for any reason will not be carried over, but will be paid for in lieu thereof on or before the first pay period of February of the following year, and when so paid will not be used as an offset to any guarantees other than those provided by Government Regulation conditions or National Agreements.

G. Engineers on Official Leave of Absence for Organization, CSXT, or Governmental Service upon return to active service from such leave will be given sufficient days of qualifying service for such time out of service toward qualifying for the number of weeks vacation that they would have been entitled to had they stayed in active service. For example, if

an Engineer is on Leave of Absence for two (2) years as an Organization Officer, he will be credited with three hundred eighty (380) days (subject to the 1.3 and 1.6 computations) of service toward vacation qualification for those two years out of compensated service.

Questions and Answers

Q-1: In situations where Engineers are assigned to Reserve Boards, observing Personal Leave Days, SENSE days, attending IRC's or Time Outs, Rule or Physical Exams, Safety Classes or any other compensated days, will such time be counted toward fulfilling the qualifying requirements for vacation to be taken in the succeeding year?

A-1: Yes.

Q-2: Is it correct that an Engineer who works six months in yard service and six (6) months in road service will qualify for a vacation after rendering service amounting to the equivalent of 150 qualifying days?

A-2: Yes.

Q-3: Will Engineers working in a capacity other than that of an active Engineer (e.g., EQ, ET, ETI, Sense/Safety coordinators, Operation Redblock), taking vacation (daily or weekly) or personal leave day(s) have their time off counted against the Engineer caps if it is known when vacations are scheduled?

A-3: No, when working in any capacity other than that of an active locomotive Engineers.

NOTE: All Q & A's (Nos. 1 through 8) pertaining to Personal Leave, will also be applicable to this Article.

Section 6

The vacation provided for in this Agreement shall be considered to have been earned when the Engineer has qualified under Section 1 (A) hereof. If an Engineer's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance 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 Engineer has qualified therefore under Section 1 A. If an Engineer thus entitled to vacation or vacation pay dies, 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 the Engineer's estate, in that order of preference.

Section 7

In computing basic days in miles or hours paid for, as provided in Section 1 A. of this Article, the parties agree that the following interpretations shall apply:

1. An Engineer in freight service, not through freight or trip rated, on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1¼ basic days.

2. An employee in freight service, not through freight or trip rated, on a run of 125 miles, with a total time on duty of 14 hours on the trip, will be credited with 2.2 basic day.

3. An Engineer in yard service working 12 hours will be credited with 1¾ basic days.

4. An Engineer in freight service, not through freight or trip rated, run-around and paid ½ day (4 hours) for same, will be credited with ½ basic day.

5. An Engineer in freight service, called and released and paid 50 miles (4 hours) for same, will be credited with ½ basic day.

6. An Engineer in freight service, not through freight or trip rated, paid no overtime or other allowances, working as follows:

| | |
|---|---|
| 1st trip | 150 miles |
| 2nd trip | 140 miles |
| 3rd trip | 120 miles |
| 4th trip | 150 miles |
| 5th trip | 140 miles |
| TOTAL | 700 miles |

will be credited with seven (7) basic days.

7. An Engineer in freight service, not through freight or trip rated, makes trip of 80 miles in eight (8) hours or less, for which he is paid 100 miles, will be credited with one (1) basic day.

8. An Engineer (seniority date subsequent to 5-19-86) in freight service, deadheading 170 miles in 4 hours will be credited with ½ basic day, except as provided by trip rates.

9. An Engineer is paid eight (8) hours under the held-away-from-home terminal rule will be credited with a basic day.

10. An Engineer allowed one hour as arbitrary allowance, will be credited with 1/8 basic day. An Engineer allowed an eight (8) hour arbitrary allowance will be credited with a basic day.

11. An Engineer in Trip Rated service will be paid as provided in the trip rate of the assignment.

12. Through freight service basic day is a minimum of 130 miles; an Engineer on a run of 195 miles, not Trip Rated, will be credited with 1.61 basic days.

Section 8

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization which hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in qualification as set forth in Section 1 (A) are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Section 9

This Agreement is not intended to replace the nationally recognized "Synthesis of Operating Vacation Agreements" (the National Vacation Agreement of April 29, 1949, and the several amendments made thereto in various national agreements up to September 28, 1982) which is published from time to time by the National Carrier's Conference Committee, various labor organizations, including the Brotherhood of Locomotive Engineers and Trainmen. Any amendments made to the April 29, 1949 National Vacation Agreement made through National negotiations to which CSXT is a participating member will apply to this Agreement.

Section 10

The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay, agree that the duly authorized representatives (BLET General Chairmen) of the employees, party to this Agreement, and the officer designated by CSXT, may enter into additional written understandings to implement the purposes of this Agreement, provided that that such understandings shall not be inconsistent with this Agreement.

Section 11

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement will be handled on the property in accordance with Article 32 Disputes Resolution Committee. In event of failure to resolve the dispute or controversy it shall be arbitrated in accordance with the Railway Labor Act, as amended.

## ARTICLE 19 - MEAL PERIOD - YARD

A. Yard Engineers will be allowed twenty (20) minutes for lunch between four and one-half (4½) and six (6) hours after starting work without deduction in pay. Where practicable, an Engineer will be allowed to eat at the on/off duty point or other nearby acceptable facility with sanitary conditions and utilities within the proximity of their location when due or instructed to take their lunch. The twenty (20) minutes should be reasonably applied to allow time to secure their locomotive and prepare to eat.

B. Yard Engineers will be allowed a reasonable period of time and in no event less than twenty (20) minutes for a second lunch period when they are required to work in excess of five hours and forty minutes after the expiration of the first lunch period, without deduction in pay.

C. An Engineer required to double from one shift to another will be given a reasonable period of time between shifts in which to eat, with no deduction in pay.

D. Yard Engineers not granted a lunch period in accordance with Paragraph A will be allowed twenty (20) minutes at pro rata rate in addition to their other earnings, and if not granted, their second lunch period in accordance with Paragraph B above will be allowed twenty (20) minutes at the overtime rate in addition to their other earnings. Such allowances to be based on an hourly rate of one-eighth of the basic daily rate; but will be allowed not less than twenty (20) minutes in which to eat without deduction in pay before being relieved.

Questions and Answers

Q-1: If the Engineer is not tied up for lunch at a location within reasonable walking distance to an on/off duty location or at another location where sanitary facilities and utilities are available, will he will be provided "suitable transportation" to such location?

A-1: Yes, where circumstances permit.

Q-2: If an Engineer is not provided an opportunity to take lunch where sanitary facilities and utilities are available, but is instead told to remain on the locomotive for lunch, will he be considered to have properly been tied up for lunch under this rule?

A-2: No. An Engineer who is required to remain on the locomotive for lunch is not considered as having properly taken lunch under this rule, and payments described in this Article will be paid.

Q-3: When as described in paragraph C, an Engineer is not granted time to eat when doubled from one shift to another, will he be entitled to the payment of twenty (20) minutes at the overtime rate as described in paragraph D?

A-3: Yes.

Q-4: Is the time for beginning the meal period calculated from the time the Engineer begins work with the crew as a unit, without regard for preparatory or individual duties?

A-4: Yes.

**ARTICLE 20 - ROAD LUNCH**

When requested in advance and it is apparent that Engineers will be held on duty excessive periods of time and when operations permit, the train dispatcher will arrange for Engineers in through freight service a stop of reasonable length for lunch. In the application to this rule, it is understood that:

1. The train being handled can be put clear of main tracks, if necessary, to avoid delay to other trains.

2. Engineers will use good judgment when requesting permission to stop for lunch.

3. Continuing complaints are referable to the Disputes Resolution Committee.

Questions and Answers

Q-1. What is meant by "excessive periods of time"?

A-1. Engineers may request permission to eat when it is apparent they will not reach their destination terminal within six (6) hours of the time they went on duty.

Q-2. Does this permit Engineers to leave the property to go to a restaurant or does it contemplate their being permitted time to eat their lunch on the property?

A-2. This Article permits Engineers to leave the property provided they have permission.

Q-3. What is meant by the term "reasonable time to eat"?

A-3. This will depend upon individual circumstances such as the availability of food.

**ARTICLE 21- LODGING**

A. 1. When CSXT ties up a road service Engineer (except short turn-around passenger service), at a terminal other than the designated home terminal of the assignment, for four (4) hours or more, the Engineer shall be provided suitable lodging at CSXT's expense.

2. This Article covers Engineers called from the extra board or pools or used in the capacity of an extra Engineer to fill vacancies at outlying points subject to the following additional conditions:

a. The outlying point must be 30 miles or more from the terminal limits of the location where the extra board from which called is maintained.

b. Lodging or allowances in lieu thereof, where no lodging is available, will be provided only when extra Engineers are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Note: Allowances in lieu thereof will be the applicable rate under the IRS Per Diem allowed.

B. Suitable lodging is defined as housing in a decent and reputable establishment, which is mutually satisfactory to the General Chairman and the designated CSXT officer. If not within a reasonable walking distance from a licensed suitable eating facility, suitable transportation will be furnished to an eating facility. The facilities to be furnished as follows:

1. Single occupancy rooms equivalent to that found in a modern commercial hotel being, well ventilated, lighted, heated and air-conditioned, with appropriate equipped private toilet and bath facilities. Floors will be finished or carpeted.

2. Rooms will be equipped as generally found in commercial motel/hotels, including color TV (19" or greater with remote control).

3. Linens will be changed, and room put in order after each occupancy and cleaned at least once each twenty-four (24) hours.

C. Suitable transportation will be furnished from the off-duty point to the lodging facilities within thirty (30) minutes after the crew goes off duty or the Engineer will be paid continuous time separate and apart from the Engineer's earnings for the trip. Crew members will be required to travel as a unit. A room will be provided at the lodging facility within thirty (30) minutes of arrival or continuous time will continue to be paid as if not relieved until a room is provided or until alternate arrangements are promptly made and a room is provided at another suitable facility. These payments for late transportation and/or late room availability will be paid separate and apart from the Engineer's earnings for the trip.

D. Engineers, assigned or extra, who properly request reverse lodging and who use their legal residence at the away-from-home terminal of their assignment in lieu of accommodations provided by CSXT may utilize the designated facility at the home terminal of the assignment.

E. Work train Engineers will be entitled to lodging and suitable transportation when tied up at outlying points, unless CSXT elects to transport the crew back to the initial terminal or supply point that day.

F. Meal allowances will also be granted where lodging is utilized as provided in this agreement.

G. 1. CSXT shall also have the right to construct and operate or arrange for the construction and operation of lodging facilities at any location where lodging is required. Such facilities will comply with conditions as found at licensed public facilities as referenced in paragraph B above.

2. Within thirty (30) days from date of CSXT's notice of intent to construct such facility, the Organization may request conference to discuss the matter. If no request for conference is received within thirty (30) days of receipt of notice, the matter will be considered closed and CSXT may proceed.

3. If the Organization objects to the facility, such objections shall be confined to whether or not the proposed facility meets the conditions for CSXT constructed lodging facilities.

4. If the parties are unable to resolve the matter within thirty (30) days from date of last conference and after submission to the Disputes Resolution Committee, it may be submitted to arbitration in the usual manner. If any party fails to select its member of the arbitration committee within a reasonable time, CSXT's Highest Designated Officer and/or the General Chairman shall be deemed to be the member and the committee shall then function. The decision of the majority of the arbitration committee shall be rendered within the thirty (30) days, and shall be final and binding after selection of the neutral member, unless the parties mutually agree to a further extension.

H. In the event protest is made concerning any lodging issue, the matter will first be referred to local management. If unresolved, the matter will be referred to the General Chairman and Highest Designated Officer for resolution, including the Disputes Resolution Committee and process of arbitration.

I. Engineers forced to any regular assignment more than thirty (30) miles from their designated home terminal will be allowed to use CSXT provided or CSXT designated lodging facilities for up to thirty (30) days, unless a driving allowance is agreed to.

## ARTICLE 22 - WEIGHT ON DRIVERS

A weight of 67,000 pounds for each axle will be used to compute Engineers' pay.

## ARTICLE 23 - ENGINEER INSTRUCTOR ALLOWANCE

When apprentice Engineers (trainees) require on-the-job training, the Engineer instructor on the job selected will instruct such employees regarding the responsibilities and functions of locomotive Engineers under actual working conditions, subject to the following:

A. The Engineer-instructor will at his discretion permit the apprentice Engineer (trainee) to operate the engine and perform other functions under his direction.

B. While the Engineer-instructor cannot be relieved of his responsibility for the safe operation of his train or engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the trainee or when the apprentice Engineer (trainee) is operating under direct instructions of the Road Foreman of Engines, his designee or other CSXT operating officer having jurisdiction.

C. 1. The Engineer-instructor will be paid an allowance of $26.00 in Road Service and $15.00 in Yard Service (not subject to future GWI or COLA wage increases) in addition to all other earnings, for each tour of duty that an apprentice Engineer (trainee) is assigned to him provided all appropriate evaluation forms under Paragraph D below are completed. It is understood that the assignment of an apprentice Engineer (trainee) to a particular job for training is on a day-to-day basis.

2. Engineers will be allowed the pay as described in paragraph C (1) above when required to train or pilot Engineers who are being qualified on territory within their home zone/subzone where they have never been previously qualified. Engineers qualifying under this paragraph will be paid the Engineer's rate of pay on all assignments worked.

Note 1: The instructor allowance will not be considered a duplicate time payment as that term is defined in the Award of Arbitration Board No. 458 dated May 19, 1986.

Note 2: Paragraph C (2) applies in situations where CSXT has had Engineer shortages and was unable to qualify an Engineer on all of the home zone/subzone territory on which he would have normally qualified to protect before being allowed to mark up and work.

D. The Engineer-instructor will be required to complete evaluation reports on each apprentice Engineer (trainee) assigned to him as may be directed. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported. Engineer instructors will not be required to instruct or file reports for more than one (1) apprentice Engineer (trainee) during any one (1) tour of duty.

E. The Road Foreman of Engines and the BLET Local Chairman having jurisdiction, will meet and mutually agree in the selection of the locomotive Engineers to act as Engineer-instructors. In the event that mutual agreement is not reached, the decision of the Road Foreman of Engines will be referred to the appropriate BLET General Chairman for his handling with the Highest Designated Officer.

F. It is further understood that a list of employees undergoing scheduled training to become locomotive Engineers will be made available electronically.

G. In the application of this rule, the terms "apprentice Engineer" or "Engineer-instructor" will not be considered as creating any new craft or class of employees which did not exist prior to this agreement.

H. Evaluation report forms will be periodically reviewed with the Local and General Chairmen of the BLET and any changes which would result in improvement of these forms will be given consideration by CSXT.

I. Engineers will not be required to act as Engineer-instructors unless they agree to do so provided that other qualified Engineer-instructors are available on the type or kind of assignment on which training is required.

J. Only qualified FRA certified Engineers preferably with at least five (5) years active service will be used as Engineer-instructors, unless otherwise agreed by the appropriate BLET Local Chairman and Road Foreman of Engines.

**ARTICLE 24 - ENGINEER TRAINEE INSTRUCTOR (ETI)**

A. Engineer Trainee Instructor (hereinafter, "ETI") may be used to assist the Road Foreman of Engines with trainees/apprentices. The use of an ETI will be authorized through the appropriate supervisor. The function of the ETI will be to evaluate the progress of Engineer trainees/apprentices as directed by the appropriate supervisor.

B. The selection of the ETI will be a joint decision between the BLET General Chairman of jurisdiction, unless otherwise designated, and the appropriate supervisor based on the following criteria:

1. An ETI candidate should have at least five years experience as an FRA certified locomotive Engineer with one year in service on the territory which they will act as ETI.

2. An ETI candidate should not have any formal discipline on record for the previous five years for Operating Rules violations.

3. If it has been determined that qualifications and experience of the candidates are equal, seniority will govern in the selection of the positions.

C. Union officers cannot hold ETI positions without the approval or concurrence of the General Chairman of jurisdiction.

D. Once designated, each ETI will receive training at the appropriate training facility. The appropriate supervisor will determine if review or refresher training is necessary before the ETI begins supervising the Engineer trainees/apprentices.

E. ETI(s) will have a 5, 6, or 7 day work week and will remain on the assignment until released. ETI(s) will be compensated $285.32 (as of 1/01/07) per day for each day worked which will be subject to any general wage increases or COLA under the provisions of this agreement. This amount will be applied against any guarantee.

F. ETI(s) will not be allowed to mark up for service, while subject to this agreement, nor will they be used to perform service to which Engineers are entitled unless approved by the appropriate BLET General Chairman.

G. Any work performed by an ETI will not in any way be considered as establishing or conveying exclusivity to such work in the future.

H. ETI(s) will be entitled to reasonable travel expenses (meals/lodging) when required to be away from home and reimbursed the appropriate automobile mileage at the IRS rate for the use of their personal vehicle.

## ARTICLE 25 - BEREAVEMENT

Bereavement leave, not in excess of three calendar days, taken within ten (10) days following the date of death will be allowed in case of death of an Engineer's spouse, brother, sister, parent, child, step child, 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 each day (maximum three (3) days) that the Engineer lost work as a result of the bereavement day taken. A Bereavement Day will not be paid on the Engineers rest days or if the Engineer had previously marked off his assignment for some other reason with CMC before calling in and marking off on Bereavement. Engineers involved will make provisions for taking leave with their supervising officials in the usual manner.

Questions and Answers

Q-1: Does the three calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-1: Three (3) days for each separate instance.

Q-2: An Engineer working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had the Engineer not taken bereavement leave the Engineer would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is the Engineer eligible for two (2) days or three (3) days of bereavement pay?

A-2: The Engineer is entitled to three days of paid bereavement leave.

Q-3: 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-3: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the Engineer's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-4: Would an Engineer be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents, or stepchildren?

A-4: Yes as to half-brother, half-sister, or stepchildren; no as to stepbrother, stepsister, or stepparents. The Article is applicable to a family relationship covered by the rule through the legal adoption process.

Q-5: Would bereavement leave be applicable during an Engineer's vacation period?

A-5: No, but it may be taken immediately following vacation.

Q-6: An Engineer qualifies for holiday pay on a holiday which occurs on a day the Engineer also qualifies for bereavement leave pay. Under these circumstances, is the Engineer entitled to be paid both the holiday and bereavement leave allowance?

A-6: No. The Engineer would be entitled to only one basic day's pay.

Q-7: Will Engineers on paid Bereavement Days be considered as unavailable for any purposes under this Agreement or CSXT Policies?

A-7: No.

## ARTICLE 26 - JURY DUTY/ATTENDING COURT/GIVING STATEMENTS

A. When Engineer(s) are summoned for jury duty and required to lose time from their assignment as a result thereof, they shall be paid a basic day's pay at the straight time rate of their position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations, except as otherwise provided by Federal or State law:

1. An employee must furnish CSXT 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 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 qualifies for holiday pay.

B. 1. Engineers attending court in the interest of CSXT or required to report to CSXT's Attorneys or representatives of the Claims Department will be paid actual time lost and reasonable expenses. When no time is lost, Engineers will be paid a minimum day and reasonable expenses incurred.

2. When statements are taken from Engineers by CSXT attorneys or representatives of the Claims Department, when Engineers are at work and not on duty, they will be allowed actual time for the time so consumed at pro rata rates, with a minimum of one (1) hour, and in addition to all earnings of their assignment, if the meeting is held either immediately before or after their tour of duty.

3. If CSXT attorneys or representatives of the Claims Department come to the Engineer's home, the Engineer will be allowed a minimum of a basic day for the taking of statements or answering any questions or filling out forms required while off duty or on rest days.

**ARTICLE 27 - REPRESENTATION**

A. The BLET General Committees of Adjustment, will represent all locomotive Engineers in the making of contracts, rates, rules, working agreements, and interpretation thereof.

B. Local agreements are not permitted without approval of the General Chairman of jurisdiction and CSXT Highest Designated Officer. Any understandings necessary to implement the provisions of this single collectively bargained agreement must be approved by the General Chairmen and CSXT Highest Designated Officer.

C. After the implementation of this Single System Agreement, or if common work rules that the parties have agreed to are placed in effect following completion of the Single Agreement, any questions or issues not resolved between the HDO and the BLET General Chairman will be handled by the Disputes Resolution Committee established under this Single System Agreement.

D. Future agreements or interpretations of existing Articles in this agreement affecting more than one BLET General Committee of Adjustment, must be approved by all affected General Chairmen. Any agreements or interpretations in dispute, in this regard, must be reviewed by the Disputes Resolution Committee and if determined to be in violation of this Article will be considered void until approved by the affected General Chairmen.

E. Notwithstanding the fact that a Single System Agreement will apply to all Engineers on CSXT, CSXT recognizes the autonomy of each of the BLET General Committees, and their rights and privileges to handle matters specific to their respective properties pursuant to the terms and conditions of the Railway Labor Act, as amended remain intact.

**ARTICLE 28 - UNION DUES DEDUCTION**

A. Subject to the conditions herein set forth, CSXT shall withhold and deduct from wages due Engineers represented by the BLET amounts equal to periodic dues, assessments and insurance premiums (not including fines, and penalties) uniformly required as a condition of acquiring or retaining membership in the BLET.

B. Engineers wanting to become a member of the BLET must contact the Secretary/Treasurer of jurisdiction for BLET membership enrollment. The Secretary/Treasurer will provide the Engineer with a BLET Union Dues Deduction Form. The Engineer is responsible for completing and returning the executed deduction form to the BLET. BLET must maintain the deduction form as employee's authorization and does not need to send a copy to CSXT Payroll department unless specifically requested.

C. CSXT will make dues deductions as provided in accordance with deductions entered into ShipCSX by Secretary/Treasurer of jurisdiction. Such deductions are furnished to CSXT Payroll via electronic feed. Each Local Division shall furnish such feeds electronically to Payroll. Electronic ShipCSX feeds containing any additions or deletions of names, or changes in amount, shall be furnished to CSXT no later than the last day of the pay period preceding the month in which the deduction shall be made. Any Secretary/Treasurer of jurisdiction not having computer Internet access may manually send the deduction list containing any additions or deletions of names, or changes in amount. These lists must be received by CSXT Payroll three (3) business days before second pay period end date preceding the month in which the deduction shall be made.

D. Deductions as provided for herein shall be made monthly by CSXT from wages due Engineers for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and CSXT shall pay, electronically to bank account supplied by the General Committee Secretary/Treasurer, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. Deduction registers are available to the BLET Division Secretary/ Treasurer via ShipCSX or will be mailed if BLET Division Secretary/Treasurer does not have Internet access. These registers will include any scheduled deductions made as well as deductions not made.

E. No deduction shall be made from the wages of any Engineer who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance herewith, after all deductions for the following purposes have been made:

(1) Federal, state, and municipal taxes.
(2) Other deductions required by law, such as garnishments and attachments.
(3) Health and Welfare Employee Cost Share.
(4) Amounts due CSXT. (up to a maximum of $250.00 per bi-weekly pay or unless superceded by state law)
(5) Supplemental Pension, including 401(k) contributions.
(6) Contributions to Voluntary Relief Department.

F. Responsibility of CSXT shall be limited to remitting to the BLET amounts actually deducted from the wages of Engineers as outlined herein and CSXT shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the Engineer involved and the BLET, and any complaints against CSXT in connection therewith shall be handled by the BLET on behalf of the Engineer concerned.

G. An Engineer who has executed an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the Engineer does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one (1) year, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the Engineer executes a revocation form within fifteen (15) days after the end of any such year. Revocation of assignment shall be in writing and on the form specified in the appendix, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the BLET without cost to CSXT. The BLET shall assume the full responsibility for the procurement and the execution of said forms by Engineers, and for the delivery of said forms to CSXT. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to CSXT not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

Note: The one year prohibition against revocation of the Wage Assignment Authorization referred to in this paragraph (G) has no application to an Engineer who is changing union membership under the applicable Union Shop Agreement.

H. No provision of this Article shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any Engineer, and no provision herein or any other provision of the agreement between CSXT and the BLET shall be used as a basis for a grievance or time claim by or in behalf of any Engineer predicated upon any alleged violation of, or misapplication or non-compliance with, any provisions of this Article.

I. The BLET shall indemnify, defend and save harmless CSXT from any and all claims, demands, liability, losses or damages resulting from the entering into or complying with the provisions of this Article.

**ARTICLE 29- UNION SHOP**

A. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of CSXT now and hereafter subject to the rules and working conditions as set forth in this agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of the Brotherhood of Locomotive Engineers and Trainmen within sixty (60) calendar days of the date which thirty (30) days of compensated service as locomotive Engineer has been performed and shall retain such membership during the time they are employed as Engineers, except as otherwise provided herein.

B. The requirements of membership provided for in Paragraph A of this Article shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations, other than the Brotherhood of Locomotive Engineers and Trainmen, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class of engine, train or remote control service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board. Provided,

however, that nothing contained in this agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a class or class in any of the services above specified.

C. When Engineers are regularly assigned to official or subordinate official positions or are transferred to regular assignments in another craft they shall not be compelled to maintain membership as provided herein but may do so at their own option.

D. Nothing herein shall require an Engineer to become or remain a member of the Brotherhood of Locomotive Engineers and Trainmen if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees, and assessments referred to herein mean indebtedness accruing for these items.

E. The Brotherhood of Locomotive Engineers and Trainmen shall keep account of Engineers and shall independently ascertain whether they comply with union membership requirements.

F. BLET will notify CSXT in writing of any employee who by reason of failure to comply with the terms of this Article is not entitled to continue in employment. Upon receipt of such notice, CSXT will, as promptly as possibly, but not less than ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified mail, return receipt requested. Copy of such notice shall be given the BLET. Any employee so notified who disputes the fact that he has failed to comply with the terms of this Article, shall, within a period of ten (10) calendar days from the date of such notice, request CSXT in writing to afford him a hearing. Upon receipt of such request, CSXT shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of such request. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested. Copy of notice of such hearing shall be given the BLET, and a representative of the BLET shall attend and participate in the hearing. The receipt by CSXT of a request for a hearing shall serve to stay action on termination of employment until hearing is held and the decision of CSXT is rendered. In the event the employee concerned fails to request a hearing as provided herein, CSXT shall proceed to terminate his employment and seniority in his craft or class not later than thirty (30) calendar days from receipt of the above described notice from the BLET unless BLET and CSXT otherwise agree in writing.

G. CSXT shall determine on the basis of the evidence produced at the hearing whether the employee has complied with the terms of this Article, and shall render a decision accordingly. Such decision shall be rendered in ten (10) calendar days of the date the hearing was held and the employee and BLET shall be promptly advised, but not less than seven (7) calendar days from the date the decision was rendered. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority in his class or craft shall be terminated within ten (10) calendar days of the date of the said decision unless BLET and CSXT agree otherwise in writing. If the decision of CSXT is not satisfactory to the

employee or to the BLET it may be appealed directly to the HDO designated to handle such appeals. Such appeal shall be taken within ten (10) calendar days of the date of the decision appealed from and if taken, shall serve to stay action on the termination of employment, until the decision on appeal is rendered. CSXT shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and BLET shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this Article, his employment and seniority in his class and craft shall be terminated within ten (10) calendar days of the date of said decision, unless CSXT and BLET agree otherwise in writing. Such decision on appeal shall be final and binding unless proceedings are instituted by BLET within fifteen (15) days from the date of such decision for further handling of the case under paragraph H of this Article. The institution of such proceedings shall serve to stay action on termination of employment until the dispute is disposed of under provisions of Paragraph H of this Article.

H. Any and all disputes between CSXT and BLET arising out of or in any way connected with the interpretation or application of this Article, or the failure to comply with the terms of this Article, shall be referred jointly, or by either party, for a decision to a committee consisting of one representative of CSXT and one representative of BLET. In the event such two members of the committee agree upon a decision in dispute, its decision shall be final and binding. In the event such committee is unable to reach a decision with respect to any such dispute, a neutral referee shall be selected by the members of the committee, to sit with the committee and act as a member thereof. If such two members of the committee are unable to agree upon selection of such neutral referee, either member of the committee may request the National Mediation Board to appoint such neutral referee. In the event of the formation of a committee with a neutral referee, as described above provided, the decision of the majority of all members of the committee shall be final and binding upon the parties. The procedure provided for in this Section H shall be the sole and exclusive method for determining disputes under this agreement.

I. Provisions of the discipline rule contained in this Agreement between CSXT and the BLET will not apply to cases arising under this Article.

J. No part of this Article shall be used in any manner whatsoever as a basis for any monetary grievance or time claim by or on behalf of any employee; and no part of the rules and working conditions agreements shall be used as a basis for a monetary grievance or time claim by or on behalf of any employee predicated upon an alleged violation, misapplication or non-compliance with any part of this Article relating to Union Shop.

## ARTICLE 30 - INVESTIGATION AND DISCIPLINE RULE-PROCEDURES

A. General Requirements

1. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with B (2) below.

2. An employee shall not be held from service pending hearing except in serious cases. Serious cases are defined as Rule "G" Violation, Insubordination, Extreme Negligence, Physical Altercation and Stealing. When an employee is held from service, any actual suspension discipline assessed will be reduced by such time withheld from service.

3. An Engineer may be placed on Administrative Leave when held out of service for reasons other than those listed in paragraph 2.

Note : Administrative leave is a method of payment provided to locomotive Engineers when management determines removing an employee from service is necessary for the employees benefit or the company's benefit but loss of payment in such cases may be deemed inappropriate. Administrative leave pays one basic day at the rate of the last class of service performed.

Questions and Answers

Q-1: What is meant by the term "Extreme Negligence?"

A-1: CSXT's right to remove an Engineer from service allegedly involved in extreme negligence must be used sparingly and duly conferred to transgressions of high risk or danger so that CSXT can say with justification that, notwithstanding the sanctity of the provisions of this Article, the protection of life and limb of affected employees and protection of CSXT property or property entrusted to custody of CSXT, cry out or demand, the immediate removal of the Engineer.

B. Formal Hearing

1. Notice of Hearing

a. An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of the occurrence. In cases involving stealing or criminal offenses notification shall be within ten (10) days from the date of first knowledge thereof.

b. The notice shall contain a clear and specific statement denoting the charge or violation of which accused and listing the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the employee may transmit a copy to the employee's representative, if the employee so desires.

Note: A postmark receipt within ten (10) Days of occurrence shall serve as having given proper notice under this rule.

c. The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed.

d. CSXT must produce sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of witnesses known at the time of the notice that CSXT intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible CSXT official the name or names of other witnesses known to have material facts. CSXT will provide the necessary witnesses mark off capabilities, so they may attend the hearing.

e. The notice shall inform each employee so notified of the right to representation and to call witnesses.

f. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Paragraph B (2) below, the notice of hearing shall so specify.

g. When a letter of complaint against an Engineer is the basis for requiring him to attend the formal investigation, the Engineer shall be furnished a copy of the written complaint together with the written notice for him to attend the investigation.

2. Waiver of Hearing

a. i. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate CSXT official, either personally, through or with the employee's representative, the act or occurrence and the employee's responsibility, if any.

ii. If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility; the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for the employee's acceptance of responsibility.

iii. Disposition of cases under this paragraph shall not establish precedent in the handling of any other cases.

b. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. Postponement of Hearing

Consistent with the provisions of 1 (a) above for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld. When an employee is on Administrative Leave pending an investigation, postponements by CSXT under this Article will not stop such payments, unless mutually agreeable.

Note 1: Reasonable grounds shall include but are not limited to, the Local Chairman's Union Business workload, his railroad work schedule, vacation and other compensated day or days scheduled.

Note 2: Should CSXT unilaterally postpone an investigation after the Local Chairman has marked off to represent an Engineer, the Local Chairman will be made whole for all lost earnings and reasonable expenses to attend the hearing.

4. Conduct of Hearing

a. The hearing shall be conducted by a representative of CSXT who may be assisted by other officers. The hearing shall be held at the home terminal of the employee involved, or in cases where more than one employee is involved, at the home terminal of the majority of the employees. In cases of the latter, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing.

Note: When another Carrier is involved, this will not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing, recognizing, in any case, that there shall be only one presiding (hearing) officer.

b. The employee shall have the right to be represented at the hearing by an employee or an organization representative or representatives of the charged employee's choosing. The employee and/or the employee's representative(s) shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all charged employees and witnesses. When an Engineer has two representatives at an investigation, one of the representatives must be a member of the General Committee or National Division.

c. An employee's personal service record, discipline record or employee history will not be included in or referred to in the hearing or in transcript of the proceedings of the hearing. The employee's personal service record may be taken into consideration in assessing the amount of discipline imposed, if any.

d. If the formal hearing is not held within the time limits specified in paragraph B, (1) (b) above, the employee will not be disciplined, but will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.

e. The employee, witnesses and representative(s) will be permitted reasonable time off, if requested, in order to have sufficient rest prior to and following the hearing.

f. Upon request the Engineer and his representative(s) will be provided sufficient time to review any documents produced during the discipline hearing. An Engineer or his representative(s) may request in writing and will receive available documents for review prior to the investigation. CSXT may request documents for review from the Engineer and his representative(s) prior to the investigation and will be promptly provided the requested documents if available.

g. If a hearing is scheduled and CSXT official or hearing officer fails to attend without sufficient notification, the hearing will be cancelled in its entirety and the discipline charge will be expunged from the charged employee's record. Charged employee, CSXT witness(es) and representative(s) will be compensated for all lost time in this section.

Note: This will not preclude the Organization's right to progress issues associated with CSXT's refusal to call witnesses who may have material information pertinent to the matter under investigation.

C. Transcript of Hearing

1. It is recognized that CSXT is responsible for ensuring that an accurate transcript of the hearing proceedings is made. CSXT's transcript is recognized as the official certified transcript. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use, but will be made available to CSXT upon request. This includes but is not limited to electronic recordings.

2. If, during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and the employee's representative immediately. If electronic recording devices are used and recordings are available for review by CSXT officials, they also will be made available promptly for review by the employee and employee's representative at the appropriate CSXT facility.

3. When discipline is assessed, a copy of the transcript will be furnished to the employee and the employee's representative.

D. Hearing Decision

1. If the formal hearing results in assessment of discipline, such decision will be rendered within thirty (30) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by certified U.S. Mail. An additional copy of this notice will be mailed promptly to the employee's representative present at the hearing.

Note: A postmark within thirty (30) days of the hearing's conclusion shall serve as having given proper notice under this rule.

2. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's discipline record, personal service record and or work record shall be voided.

E. Compensation for Attending Hearings

1. Witnesses who are directed by CSXT to attend a hearing shall be compensated for all time lost. In addition, they will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing while away from the employee's home terminal. Where no time is lost, they will be paid actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.

2. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing while away from the employee's home terminal. Where no time is lost the employee shall be paid for actual time attending the hearing, with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

F. Time Limit on Appeals

1. When discipline has been assessed as a result of a formal hearing and the decision as rendered by CSXT is not acceptable to the employee, any appeal must be presented in writing by or on behalf of the employee involved, to the Highest Designated Officer of CSXT authorized to receive same, within sixty (60) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases. The Highest Designated Officer shall, within sixty (60) days from the date the appeal is filed, render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of CSXT as to other discipline cases. In cases where the employee or the Local Chairman with jurisdiction appeals the decision, a copy of CSXT's decision will be provided to the appropriate BLET General Chairman.

Note 1: Postmark within sixty (60) days will satisfy the sixty (60) day provision for both parties.

Note 2: When the discipline assessed is dismissal, such dismissal cases may receive expedited handling at the discretion of the General Chairman of jurisdiction.

2. The decision of the Highest Designated Officer shall be final and binding, unless within one (1) year from the date of said officer's decision proceedings are instituted by the employee or the employee's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.

3. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. If, at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction, it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's discipline record, personal service record or work record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.

5. If discipline assessed is actual suspension, time lost by an employee when held out of service while awaiting hearing shall be deducted from the assessed period of suspension.

6. Should an Engineer under actual suspension, in emergency, be called to service before the expiration of the suspension period, the remainder of the suspension will be cancelled.

G. Effect of Time Limits

1. The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

2. The postmark shall govern as the date for compliance with the time limits set forth in this Article.

## ARTICLE 31 – PAPERLESS PAYROLL

A. Pay will be claimed through CSXT's "Paperless Payroll" system and may be filed by either the Engineer or another member of the crew, if by another employee, the Engineer's time will not be ended before that employee goes off duty.

B. Pay will be distributed each fourteen (14) days, or as otherwise mandated by state law, by electronic deposit to the employee's designated banking institution or by Pay Card (as elected by the employee). An itemized "printout" of the employee's pay will be made accessible to each employee at the worksite. The statement will also show the disposition of claims initially shown as being researched, paid or denied on the coded statement furnished employees in accordance with Article 65 Claim Handling/Grievance Process of this Agreement.

C. If there is a pay discrepancy and it is determined that an Engineer has been shorted payment for work performed, it is understood that a separate payment will be promptly issued for shortages in excess of a basic day.

D. The maximum overpayment recovery will be two hundred and fifty dollars ($250.00) per bi-weekly pay period, or one hundred and twenty-five dollars ($125.00) in the case of weekly pay periods, unless superceded by state law.

E. The Engineer will not be held responsible for the authenticity of the time reported if another member of the crew submits the time ticket. However, the Engineer is expected to advise CSXT of any errors within forty-eight (48) hours after the time has been entered (as long as the Engineer is marked up for service, or within forty-eight (48) hours after the Engineer has been marked up), by submitting a correction to the time ticket on the designated payroll screen, clearly describing as a correction in the text.

Note 1: As of the effective date of this agreement, the payroll correction may be submitted using the payroll 03 screen under concode 97, both of which are subject to change.

Note 2: It is understood that an Engineer would not be expected to remain at his relief point after having reported off duty except in those cases, such as at the away-from-home terminals, where crew members are transported as a unit to lodging facilities.

**ARTICLE 32 –DISPUTES RESOLUTION COMMITTEE**

A. A Disputes Resolution Committee is established to render interpretation and when necessary, resolve outstanding disputes expeditiously and consistent with the provisions of this Article. Accordingly, the BLET General Chairmen, signatory to the Agreement, representing the Eastern, Western and Northern Lines and an equal number of CSXT appointed representatives will consult and meet as required by agreement to collectively accomplish this objective.

B. 1. When a Local Chairman has a question, issue, or concern over interpretation of any provision contained in this BLET/CSXT Single Agreement, he will provide the appropriate General Chairman with all pertinent information on a Fact Sheet as provided by the General Committee.

2. The moving General Chairman will send the issue along with all the pertinent material to the other General Chairmen, who after review of such, will decide if the issue has merit and whether to send it on to the designated CSXT Officer or notify the Local Chairman of the decision of the General Chairmen that the issue has no merit. If sent on to the appropriate CSXT Officer, he must respond in not more than fifteen (15) days as to his position on the matter.

C. 1. If the BLET General Chairmen inform CSXT within fifteen (15) days of receipt of the answer or interpretation of CSXT, that they agree with the answer or interpretation, CSXT will note this fact and provide a copy to all members of the BLET/CSXT Disputes Resolution Committee. If within fifteen (15) days of the committee's members receipt, no one objects to the answer or interpretation, BLET and CSXT will reduce it to writing, sign and CSXT will distribute the agreed to interpretation to the respective departments of CSXT and the General Committees will send copies to the Local Chairmen of the BLET.

2. If, after receiving the response from the CSXT Officer on the issue, the BLET General Chairmen and CSXT do not agree on the answer or interpretation, a conference call and/or meeting will be promptly scheduled to discuss the issues. Under no circumstance will the time between notice to the Disputes Resolution Committee and discussion exceed thirty (30) days. If an agreement is reached on an interpretation at the Disputes Resolution Committee meeting, the agreed upon interpretation will be reduced to writing, signed and CSXT will distribute the agreed upon interpretation to the respective departments of CSXT and the General Committees will send copies to the Local Chairmen of the BLET.

D. Should the Disputes Resolution Committee reach impasse on a particular dispute, either party may submit the issue to final and binding arbitration to a three-member Special Board of Adjustment (SBA). On the effective date of this agreement, the BLET and CSXT will confer and establish the aforementioned SBA.

E. CSXT will be responsible to guarantee that all CSXT departments will comply with the requirements of these agreed upon interpretations as well as all sections of all agreements in effect between CSXT and the BLET. These understandings will be effective on the signing dates shown on the documents.

F. Time limits in this Article may be extended by mutual agreement.

## ARTICLE 33 - POINT FOR BEGINNING AND ENDING DAY

A. Engineers will have a designated point for going on duty and a designated point for going off duty; the points shall be the same, unless otherwise agreed. Pay for crews will start at the time required to report for duty and end when they are relieved from duty, all times will be the same for all members of the crew.

B. Engineers must be notified before going off duty the previous day of any change in the reporting time or point where the crew is to go on duty, unless otherwise stated in this Agreement.

C. When an Engineer is released at other than the designated point for going on and off duty beyond a reasonable walking distance (1000 feet), the Engineer shall be afforded suitable transportation to the designated point and shall be compensated on a continuous time basis until the designated point for going on and off duty is reached.

D. Terminal facilities will be adequately lighted, heated and air conditioned and will have washroom facilities with hot and cold water, soap and towels, toilet facilities, standard clock, drinking water, ice or mechanical cooling, standard lockers and locomotive supplies. Such facility will be maintained and will be kept clean.

## ARTICLE 34 - RELIEVED BEFORE DAY'S WORK IS COMPLETED

A. When relieved on account of sickness or at their own request before a day's work is completed, Engineers will be paid the proportion of the rate for the service they have rendered in time or miles run.

B. When relieved on account of personal injury before a day's work is completed, Engineers will be paid actual time worked or miles run with a minimum of a basic day or the advertised earnings of their assignment.

C. In all cases, Engineers relieving others under such circumstances will be paid not less than a minimum basic day at the rate of the service rendered but not less than the advertised earnings of the assignment.

## ARTICLE 35 - LOCOMOTIVE STANDARDS

A. Locomotive Standards and Conditions

1. In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad, as long as they meet applicable FRA standards.

2. A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

B. Maintenance of Locomotives

1. The parties recognize the importance of maintaining safe, sanitary, and healthful cab conditions on locomotives.

2. This Agreement affirms CSXT's responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: air conditioning, heating, water coolers, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.

3. The parties recognize that one way to achieve and maintain safe, sanitary, and healthful cab conditions on locomotives is by establishing procedures on such railroad for monitoring cab conditions and expediting the reporting and correcting maintenance deficiencies.

C. Local Implementation

CSXT will designate an appropriate official(s) who will contact the BLET General Chairmen and arrange a meeting from the date of this Agreement for the following purposes:

1. Review the policy on the railroad concerning the existing procedures for reporting and correcting locomotive deficiencies, assess the effectiveness of such procedures, and, where appropriate, establish methods for obtaining more satisfactory results.

2. Institute a program whereby the Local BLET representative and CSXT's supervisors at each facility will participate in direct discussions regarding any maintenance problems at the locations under their jurisdiction for the purpose of carrying out the intent of this understanding, including evaluating the reports and suggestions of either party and implementing agreed-upon solutions thereto concerning but not limited to the application of Side Letter #10 of the 1986 BLE Arbitrated Award #458.

D. Dispatchment of Locomotives

1. A locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and an Engineer will not be required to operate the locomotive pending corrective action, if the Engineer registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning:

a. the existence of a federal defect, as defined by the Federal Railroad Administration, with respect to the following matters:

Exhaust gases (ventilation);
Cab lights;
Locomotive cab noise;
Cabs, floors and passageways (footing) (cab seats) (vision) (heat); and

b. other conditions as follows:

Lack of air conditioning or heating;
Lack of clean, sanitary toilet;
Lack of adequate cooled, drinkable water made available at the relief point, in accordance with present practice;
Lack of adequate toilet paper or hand towels.

2. Should the complaint be found valid, and if there is another unit in that consist or otherwise readily available which will eliminate the protest, the units will be rearranged provided such rearrangement will not result in unreasonable delay to the train. If the Engineer performs the work to accomplish the rearrangement, no additional payment(s) will be

allowed. If, however, the official makes a good faith determination that the locomotive is suitable for dispatch, the Engineer will proceed with the assignment.

3. An Engineer will invoke the foregoing right in good faith and where a reasonable person would conclude that CSXT is in substantial non-compliance, i.e. more than technical non-compliance, the Engineer will be allowed a payment of one (1) hour at the pro rata rate in addition to all earnings of the assignment.

4. In determining the reasonableness of an Engineer's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the Engineer's ability or inability to correct the deficiency with means at his disposal and whether or not an unreasonable train delay would be incurred.

E. Locomotive Design and Construction

In recognition of the desirability of consultation with the General Chairmen prior to ordering new locomotives, or while formulating plans to modify or retrofit existing locomotives, the parties agree that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairmen providing them with the opportunity to furnish CSXT with their recommendations for full and thoughtful consideration by CSXT.

## ARTICLE 36 – FILLING TEMPORARY ROAD AND YARD VACANCIES

When the designated extra board is exhausted, Engineer vacancies in freight and yard service will be protected in the following sequence:

1. Other extra boards at the same supply point provided that they are within the same zone or subzone unless the applicable zone agreement provides otherwise.

2. The Additional Service List (ASL) maintained in accordance with this Agreement.

3. Available Demoted Engineers (Senior to Junior at the supply point).

4. Rested and Qualified Engineers working at the supply point who are not on their rest days will be called in inverse seniority order and the first Engineer contacted must accept the call.

5. Repeat steps (1) through (4) at the nearest extra board or supply point, via highway miles, in the same zone.

Note: Engineers called from another extra board supply point will only be used for one tour of duty or roundtrip as the case may be.

Questions and Answers

Q-1: Will Engineers called under paragraphs (1), (3) and (4) of this Article be considered as having missed a call if they are unable to be contacted when being called to fill a vacancy?

A-1: No, however no runaround claims will be entertained.

Q-2: If the demoted Engineer standing to fill an assignment is already scheduled to work such assignment, will he be required to fill the assignment as the Engineer?

A-2: Yes, as long as the employee who fills his vacancy is younger in seniority as an Engineer, if applicable.

Q-3: If an Engineer is contacted to work his rest day, is such Engineer obligated to answer such call?

A-3: No, Engineers observing rest days are not subject to call and will not suffer any negative consequences if unavailable or refusing calls on said rest day.

Q-4: Are Engineers observing off days required to be in place at call time for positions which go on duty after expiration of their twenty-four hour off day(s)?

A-4: Yes, except as provided in Article 42 Marking Up.

Q-5: Can an Engineer assigned to a Guaranteed Extra Board be disciplined for refusing to work as a Conductor or Trainman at a location where train service jobs are maintained?

A-5: No.

Q-6: If an Engineer misses a call due to information not being available in the Crew Management system, will his record be marked with a "missed call"?

A-6: If the information is not available within the Crew Management system, there will be no notation placed on his record and he will not be classified as "missed call".

Q-7: Does the information referred to in Q&A #6 include all trains and deadheads?

A-7: Yes.

**ARTICLE 37 - CALLING**

Section 1 Call for Service

An Engineer who does not report unless called, will be given a two (2) hour call in advance of the time required to report for duty. As an exception, Engineers in Interdivisional

Service will be given a three hour call in advance of the time required to report for duty at the home terminal.

Section 2 Called and Not Used

A. An Engineer called for service and the call is canceled before departing his home or the lodging facility will be allowed ninety minutes pay at the applicable rate of pay and returned to the board, retaining his place on the board.

B. An Engineer who is called and reports, but does not perform any service will be allowed three (3) hours pay at the applicable rate of pay and returned to the board, retaining his place on the board.

Note 1: Engineers, who under Paragraphs (A) and (B) of this Section 2, are returned to or retain their place on the board or pool, will be called for the next train after returning to their position. If not so called and the Engineer would have had enough time under the hours of service to get the train not called for to the opposite terminal or destination or would have been able to perform the work of the Engineer called, the Engineer will be considered as runaround.

Note 2: If an Engineer is held more than two (2) hours without performing service, or if the Engineer performs service before being relieved, he will be paid the earnings of the assignment for which originally called and go to the bottom of the board.

Question and Answer

Q-1: If an Engineer reports to the on duty location and either moves an engine or performs a required locomotive inspection/test is this considered service?

A-1: Yes.

Section 3 Missed Call

In cases of emergency, an Engineer who is called and performs service within twelve (12) hours after having been marked with a missed call will have the missed call notation removed from his record and will not be considered as being unavailable for any purpose.

## ARTICLE 38 - NOT CALLED IN TURN/RUNAROUND

A. Regular Assigned

When assigned to regular runs or jobs that receive a call to report for duty, and are not called or used through no fault of their own, Engineers will be paid not less than the earnings of the Engineer filling the assignment. This will not apply to Regular Assignments that do not receive calls to report for service, but have a regular start time (show up assignments).

B. Unassigned Service

1. Where Engineers are run first-in, first-out and they are not called for service in their proper turn through no fault of their own, the first-out available Engineer will be considered as having been run-around and will be paid at the rate of the class of service for which the Engineer should have been called as follows:

a. One-half (½) day if service is performed within eight (8) hours.

b. One (1) day if service is not performed within eight (8) hours.

c. If the trip or tour of duty for which they should have been called is actually completed before they report for duty, they will then be allowed the amount they would have earned on that particular trip, but no further payments to apply. It is understood that payments made under this rule in no way change the standing of the Engineer who should have been called.

2. If an Engineer runs-around more than one Engineer on the extra board or pool, only the first out Engineer will be considered as run-around.

3. The foregoing paragraphs do not apply when using the Engineer most quickly available to man wreck trains or other emergency service. (Emergency service as used herein means only the immediate movement of trains to protect life or property.)

## ARTICLE 39 - NO RUN AROUND RULE – THROUGH FREIGHT SERVICE

A. An Engineer working in unassigned pool freight service (on a first-in and first-out basis) who has been run around on line of road while operating/deadheading by another Engineer in the same pool, will upon his arrival at the away from home terminal be automatically placed back or regain his same relative standing in that pool.

B. An Engineer in unassigned pool freight service (on a first-in and first-out basis) who has been run around on line of road while operating/deadheading by another Engineer in the same pool will upon his arrival back at his home terminal be placed back or regain his same relative standing in that pool. The Engineer must notify the appropriate crew caller, within one (1) hour of the final off duty time of the name of the Engineer(s) he is entitled to be marked ahead of. When the Engineers are given their turn in accordance with the information furnished, CSXT will not be penalized.

Note 1: Engineers not called in proper turn at their away-from-home terminal account insufficient rest will not be due additional payment, but will be sequenced in accordance with the provisions set forth in Section B above.

Note 2: Engineers called in Turnaround Service out of the home terminal as well as those called in combination service (Article VI, BLE Arbitrated Award #458) do not fall under the purview of Article 39. Neither do Engineers marking up from being off for any reason. An Engineer called at the away from home terminal would not be sequenced around such Engineers who mark up after he is called or while he is en route to the home terminal.

C. The sequencing of Engineer's runaround will not affect the standing of an Engineer who arrives in the terminal between Engineers being sequenced. As an example: An Engineer called in short turnaround service, who arrives in the terminal between the Engineer(s) to be sequenced, such Engineers will retain their relative standing between the Engineers once sequenced in accordance with (A) and (B) above.

**ARTICLE 40 - MARKING OFF**

A. An extra Engineer who is granted permission to mark off or to be out of place will retain his position on the extra board if he reports back for duty before his turn is called. Failing to report for duty before he is called for a yard assignment or for a run out of the terminal, his turn will be removed from the board and he will remain off for a minimum of twelve (12) hours and then be marked up last out upon reporting.

B. An Engineer in pool freight service marking off for any reason will maintain his place in the pool if he reports for service before his turn is called. Failing to report for duty before his turn is called; he will remain off for a minimum of twelve (12) hours depending on the exigencies of service. When reporting he will be marked up last out or to his turn if it has returned and has previously been marked up, and will be considered available for call in his turn.

Note: In (A) and (B) above, an Engineer who marks off and then marks back up before his turn is called, will not be considered as unavailable for any purposes in regard to the time while he was marked off.

C. An Engineer working a regularly assigned road or yard assignment when marking off must mark up at least three (3) hours before the calling time of their regular assignment in order to protect the assignment.

D. An Engineer who misses a call will be off for a minimum of twelve (12) hours. They will be allowed to mark up at any time after the twelve (12) hours.

E. An Engineer will not be required to accept an assignment that goes on duty after 8:00 p.m. in anticipation of the following authorized absences such as rest day, personal day, vacation day(s) or week(s), or demand days off. Engineers will not have their guarantee affected under this Article.

INTERPRETATION:

When a pool Engineer is granted permission to mark off, his turn will remain in the pool and work its way up the pool. If he does not report for duty before his turn is called, it will be filled by an extra board Engineer; and, thereafter;

1. If a pool Engineer reports for duty prior to twelve (12) hours from the time he originally marked off, he will be placed in "waiting status" until the expiration of the twelve (12) hours (depending on the exigencies of service), at which time he will be marked up on his turn if it has returned to the terminal or he will be marked up last out in the pool if it has not returned.

2. If a pool Engineer reports for duty after twelve (12) hours from the time he originally marked off, he will be marked up on his turn if it has returned to the terminal or he will be marked up last out in the pool if it has not returned.

3. If an Engineer is used off his assignment/turn to fill a temporary vacancy on another assignment/turn (e.g., yard, road switcher/mine run/locals/assigned switchers, assigned freights or trains in other unassigned pools), upon completion of the emergency work the Engineer will be marked back to his assignment/turn if it has returned to the terminal or will be placed in "waiting status" until his assignment/turn returns to the terminal and will not be subject to call while in "waiting status". Under these circumstances, the Engineer is entitled to difference in pay, if any, for having been used off his assignment/turn to fill a vacancy other than his own assignment/turn.

Note: CSXT will allow General Committee Officers, Local Chairmen and Vice Local Chairmen to mark off under union business (UBU) to perform elected duties such as: representing members in investigations, holding claims conferences, or attending Labor/Management meetings, etc. Presidents, Secretary-Treasurers, and Legislative Representatives officers will be permitted to mark off under union business (UBU) to attend monthly meetings as needs of service permit. If a dispute arises under this note, it will be resolved by the General Chairman of jurisdiction and CSXT Highest Designated Officer.

Questions and Answers

Q-1: If a pool Engineer whose turn has not returned to the terminal when marking up and is placed last out, will his turn be brought back to him and the Engineer filling his turn who is out of the terminal changed to reflect as being on a "make up" turn?

A-1: Yes.

Q-2: Does time spent in "waiting status" cause a pool Engineer to be considered unavailable for any purpose?

A-2: No.

Q-3. When does the twelve (12) hour period begin as used in paragraphs 1 and 2 of the Interpretation?

A-3. The time periods will begin from the time the Engineer originally marked off.

Q-4. Does the time spent by a Union Officer when marked off Union Business cause the Union officer to be considered unavailable for any purpose?

A-4: No.

**ARTICLE 41 – CLAIMING REST**

A. An Engineer may claim eight (8) or ten (10) undisturbed hours of rest upon completing a service trip. When rest is claimed, it may not be rescinded. An Engineer may claim eight (8) or ten (10) hours undisturbed rest after completing a service trip into the terminal and will not be disturbed until rest is completed.

B. An Engineer may not claim other than the rest required under the Hours of Service Law when completing a separate deadhead into the away from home terminal following rest unless the time consumed in the deadhead exceeds eight hours on duty. An Engineer may claim eight (8) or ten (10) hours undisturbed rest after completing a deadhead trip into the home terminal and will not be disturbed until rest is completed.

C. An Engineer claiming rest under this rule will not be deprived of his turn, and if an Engineer is needed before his rest period has expired and the next available Engineer in the same class of service is used, the Engineer having requested rest will be considered first out for service after his rest period has expired.

D. Regular assigned Engineers in road or yard service required to work twelve (12) hours will resume work when their rest is up under the Federal Law and then be permitted to work or paid therefore.

Questions and Answers

Q-1: If a regular assigned Engineer (Road or Yard) is not rested under Federal law for his assignment and CSXT does not hold the assignment until the Engineer is rested and uses another Engineer, what will the Engineer be allowed?

A-1: The Engineer will be allowed the earnings he would have earned had he worked the assignment.

Q-2: Will an Engineer covered under this Article be considered as not being available under any guarantee or provision of this agreement and denied payment or be charged with any absenteeism policy violation?

A-2: No, for absenteeism; and Yes, for adjustments to guarantees if they miss their turn due to claiming more than FRA rest.

## ARTICLE 42 – MARKING UP

A. A regularly assigned Engineer will automatically be marked up for service at the expiration of a mark-off with a specific duration such as rest days, weekly vacation, daily vacation day(s) or personal leave day(s), and at the end of an agreed upon, pre-arranged period of time to be off such as for personal business, appointment, etc. If for unforeseen reasons, an Engineer requires additional time off, it will be his responsibility to contact the Crew Management Center to request additional time off.

B. Engineers in all classes of service will be marked up following the day, days, week or weeks of authorized absence at 2200 for duty at 0001, unless the Engineer elects to and advises CMC to delay mark up to as late as 0400, following the authorized absence.

Note: Engineers will not be considered as unavailable for any purpose when handled as described in this Article.

## ARTICLE 43 - ADDITIONAL SERVICE LIST

A. An Additional Service List (ASL) will be established at all crew points for regularly assigned Engineers with rest days who desire to make themselves available for service on their off days. Such Engineers who desire to perform service on their rest days from this list will be required to file written/electronic notice with the designated CSXT official and will be marked up in seniority order on the date the list is first established. Engineers may thereafter add to or remove their names from this list by filing written/electronic notice by 6:00 p.m. on the day in advance of the first non-mandated off day of their work week. Engineers who elect to add their names to the list will be placed at the bottom of such list at the time such requests are received. Engineers working assignments with mandatory rest days may not apply or be placed on the additional service list on any of such mandatory days off.

B. Engineers marked up on the ASL will be called therefrom in the sequence provided for in Paragraph (A) of this Article, if they have eight (8) hours or more to work under the Hours of Service Law, on a first-in, first-out basis. All calling rules that apply to the extra board will also apply to the ASL, provided however, that an Engineer will not be called from such list if by doing so he would be unavailable for his regular assignment. An Engineer will be considered unavailable if his regular assignment is due to commence work less than eight (8) hours after the normal quitting time of the vacancy to be filled.

Note 1: It will be the Engineer's responsibility to remove himself from the ASL through the proper authority when he will not be available to be called from the ASL. An Engineer who renders himself unavailable for call will have his name removed from the ASL for a period of not less than twenty-four (24) hours.

Note 2: The terms of the respective Five-Day Work Week Agreements are not altered by this Section with respect to when time and one-half is payable for work on rest days.

Question and Answer

Q-1: If an Engineer is required by CSXT to work an assignment off the ASL when it is evident that in doing so it would cause the Engineer to not have at least eight (8) hours rest before the starting time of his regular assignment and thus not be able to work it, what will he be paid?

A-1: The Engineer will be paid the earnings of the Engineer who works his regular assignment in addition to the earnings of the assignment he was required to work.

**Article 44 - FIRST-IN, FIRST-OUT**

A. Engineers assigned to pool service and extra boards will be called first-in, first-out.

B. When an Engineer in pool freight service is used to relieve another Engineer in pool freight service account of Hours of Service Law, the Engineer relieved will be marked up on the board ahead of the relieving Engineer. In all other cases, Engineers will be marked up on the board first-in, first-out.

C. When two Engineers in pool freight service are needed out of a terminal at the same time, one to work and one to deadhead, the first out Engineer will be given his choice of assignments.

D. Engineers called for runs to the same destination in proper turn, but who do not leave their terminal in the order called will not be considered run around and will be handled as covered in Article 39 No Runaround Rule – Through Freight Service.

E. When two Engineers are called to depart at the same time, one for a road trip the other for a yard engine the man first out will be given his choice.

F. Yard Engineers will be marked up on the extra board based on his scheduled off duty time.

G. Extra Engineers who are first out and available on yard or combination extra boards shall be called in turn for service. When called for yard service they shall be marked up on the bottom of the extra board in the same relative order in which they were called. Extra Engineers who work overtime in yard service shall retain their relative standing on the extra board. When called for other than yard service, extra yard Engineers shall be marked up on the extra board based on their off duty time.

## ARTICLE 45 - OFF DAYS

A. All pool assignments will have at least one (1) assigned mandatory rest day per week or two (2) mandatory rest days bi-weekly.

B. A locomotive Engineer may "drop" his turn or slot in a pool or extra board to the bottom of the board once in a bi-weekly pay period or once in every other pay period where paid weekly. The drop must take place before the Engineer is called for service. If the Engineer uses this drop and misses his turn, any guarantee will be adjusted accordingly. The Engineer using this drop will not be subject to attendance handling or be considered unavailable for any other reason.

C. Locomotive Engineers assigned to a pool or extra board may request to mark off personal business once bi-weekly conditioned upon the availability of qualified locomotive Engineers. The request for mark off must be made before the Engineer is called for service. If the Engineer uses this mark off and misses his turn(s), any guarantee will be adjusted accordingly. The Engineer who is granted a personal business mark off will not be subject to attendance handling.

Note: If it is apparent that there are sufficient Engineers at the supply point to protect all vacancies that are known to exist or may develop at the location, the request of the Engineer will not be denied.

D. All pools/extra boards will have assigned, mandatory rest days which will be administered as follows:

1. Rest days in non rotating pools/extra boards will be assigned by CSXT with due consideration for the number of positions in the pool/extra board and the needs of service, but a pool/extra board will not have more than one more day difference in the number of off days on any given day of the week than another would have.

Note1: Unless otherwise agreed, days off will be assigned in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

This rotation will be repeated until all the positions have been assigned. When the next position is put in the pool/extra board, the rotation will be continued from where left off. The reduction in positions will be handled in the same manner only in reverse.

This following rotation of rest days will apply to pools/extra boards with multiple non rotating rest days. (See Attachment 1 )

M/T – T/W – Th/F – Sa-Su – Su/M –W/Th – F/Sa

Note 2: a. As stated above, "Unless otherwise agreed, Local Management and the Local Chairman and all parties signatory to this Agreement understand that "special circumstances" may apply at certain locations on a specific day(s) of the week.
The parties will cooperate and make arrangements to handle the needs of service on such day(s) of the week at supply points that, due to business fluctuations, have an unmistakable variation from the norm on that day(s). The caps on that day(s) may be reduced to a lower number than previously agreed to, and the amount of days reduced added to other days of the week in accordance with the procedure shown in Note 1.

b. It is understood that in no case will this understanding be used to allow the caps to be reduced or eliminated so as not to allow any Engineers to be off on this "unique" day(s) of the week unless the number of Engineer positions at the terminal is less than seven (7). Likewise, the caps on the other days of the week, including Friday, Saturday and Sunday will be handled in accordance with Note 1 unless otherwise agreed by the General Chairman and Highest Designated Officer.

2. Engineers may elect to remain available for service and work their assigned rest day. Engineers must notify CMC by 2100 hours on the day prior to their assigned rest day if they want to turn the rest day off and remain available to protect service. If the assigned rest day is not turned off, the Engineer will be marked off automatically at 0001 hours for a period of 24 hours and automatically marked up at 0001 hours after observing their assigned rest day.

3. Engineers, who are on duty when their assigned rest day commences, will be allowed to observe their rest day after they return to the home terminal and are relieved from duty. The rest day, if observed, will commence at their final off duty time for a period of twenty-four (24) hours. If an Engineer does not desire to observe his assigned rest day, he must contact CMC within one (1) hour from the time he was last relieved from duty and request that the rest day is turned off.

4. The Engineer's pool turn will be removed from the pool board until the assigned rest day is completed at which time the turn will be placed in the proper pool standing rotation at the bottom of the pool board.

## ARTICLE 46 -TIED UP/CUT OFF ENROUTE UNDER (HOURS OF SERVICE)

A. Road Engineers in straightaway service shall not be tied up/cut off en route between their initial terminal and the terminal for which called unless it is apparent the trip cannot be completed within the lawful time under the applicable Hours of Service Law; and not then until after they have been on duty within two (2) hours of the time limit provided for in the applicable hours of service law. Engineers tied up/cut off en route shall be paid miles or hours, whichever is greater from the initial terminal to the tie up/cut off point. When tied up/cut off at

intermediate terminals or points in less than two (2) hours of the time permitted by the applicable hours of service law, they shall be paid as though tied up/cut off within that time.

B. Road Engineers tied up/cut off en route as provided in paragraph (A), shall again be considered on duty and under pay immediately upon the expiration of the legal period off duty required for any member of the crew.

C. When road Engineers resume duty as provided in paragraph (B), a new day shall begin.

D. Road Engineers shall not be tied up/cut off as provided in paragraph (A), except at points where food and lodging are available. Engineers so tied up/cut off will be subject to Article 8 - Expenses Away From Home and Article 21 - Lodging.

E. Should a road Engineer be released a second time between initial point and destination called for, he shall be deadheaded on continuous time basis to such destination or to home terminal.

F. If crew is towed/deadheaded to terminal, continuous time shall be allowed with no deduction of time waiting to be towed/deadheaded

G. Engineers tied up/cut off under the law shall not be required to watch or care for engine or perform other duties while so tied up/cut off.

H. Engineers tied up/cut off en route account emergency conditions which do not permit continued operation of the train to the destination terminal, shall be paid actual miles or hours, whichever is greater, with a minimum of one day or the trip rate in effect.

I. Engineers will be paid overtime if earned for each time ticket issued when tied up/cut off enroute at an intermediate point. Overtime will be based on the miles run on each time ticket. Time and one half will be paid after eight (8) hours where the distance run is one hundred (100) miles or less, or after the equivalent of the miles run is divided by twelve and one-half (12 ½) where the distance is over one hundred (100) miles. Overtime calculation of twelve and one-half (12 ½) as noted above does not apply to trip rated assignments.

Questions and Answers

Q- 1: When an Engineer has outlawed, must he be deadheaded to terminal or can he be continued in service (continuous time)?

A-1: Except as provided for in the Hours of Service Law, an Engineer cannot continue in service after his time has expired under the law. His service and deadhead, however, may be combined and will be paid as if he ran the train to the final terminal.

Q-2: When tied up/cut off in more than two hours prior to outlaw, does this Article contemplate payment up to ten hours?

A-2: Yes, if tied up/cut off account Hours of Service Law.

Q- 3: If a crew is tied up/cut off en route between initial and final terminals due to train or operational problems, and their service combined when deadheaded into the final terminal after nine hours on duty at the point they are tied up/cut off, would the crew receive pay for ten (10) hours for being on duty prior to the deadhead?

A-3: No. This would just be a case of combining service and deadhead en route and they would not be considered as having been tied up/cut off under the Hours of Service Law.

Q-4: If a train is delayed in the initial terminal due to train problems, and it is determined that the train cannot be repaired in time for this crew to get to their final terminal within the Hours of Service Law, would they be paid ten (10) hours if they are tied up/cut off and sent home after being on duty seven (7) hours?

A-4: No. In this case, they have not departed the initial terminal and the rule provides, "cut off en route between their initial terminal and final terminal". This would be the same as being on duty and cancelled.

Note: Trip rates will apply in all cases where they are in effect when it comes to payment described in this Article.

**ARTICLE 47 - WORK TRAINS**

Section 1

A. When it is known that work trains will be worked for at least four (4) days a week or if worked extra for four (4) days during any week, the run will be listed consistent with Article 81 - Electronic Bid System. Such assignments will not be subject to force assignment.

B. Where bulletined to tie up at an intermediate point, it will be where suitable eating and sleeping accommodations are available. Engineers tied up under this Article will be subject to the provisions of Articles 8 - Expenses Away From Home and Article 21 - Lodging.

C. Extra board Engineers will be used in extra work, wreck, supply trains, Sperry Detector Car service, etc., except as provided in Article III Self Propelled 1964 National Agreement and may be relieved at intermediate points where suitable eating and sleeping accommodations are available. When relieved at such intermediate points, they will be paid a minimum of twelve (12) hours for each calendar day and unless placed in service prior thereto will again be considered on duty and under pay at the expiration of twelve (12) hours from time pay stops.

D. All extra board Engineers called for any such work train service will be returned to their home terminal on a day for day basis unless prior arrangements are made. Extra board Engineers in such service tying up at regular established terminals of regular and unassigned freight crews will be governed by Section 2, (A)(2), below.

E. If Engineers are relieved at intermediate points where eating and sleeping accommodations are not available, they will be paid on the basis of continuous time until relieved at an intermediate point where such accommodations are available, or until they are relieved at one of their terminals in accordance with this Article.

F. Engineers may be run or deadheaded into their terminal for the purpose of marking up for their turns as provided for by the rules after completion of service on any day, but they will be run or deadhead into the terminal for this purpose after completion of service on Saturdays and/or Sundays, or days preceding days when service is not scheduled to work or is discontinued. If held at the intermediate point on these days and not worked they will be paid in accordance with this Article.

INTERPRETATION

1. An Engineer on duty eight (8) hours before being tied up will be entitled to twelve (12) hours' pay at the pro rata rate.

2. An Engineer on duty nine (9) hours before being tied up will be entitled to eight (8) hours' pay at the pro rata rate, one (1) hour at the punitive rate and three (3) hours at the pro rata rate.

3. An Engineer on duty ten (10) hours before being tied up will be entitled to eight hours' pay at the pro rata rate, two (2) hours at the punitive rate and two (2) hours at the pro rata rate.

Section 2

A. Work Trains of 5 Days or more

1. Work trains listed in the Crew Management System to work five days per week will be paid the five (5) day yard rate. Work trains of six (6) or (7) seven days will be paid at the applicable work train rate in this Agreement and based on the miles operated with a minimum of 120 straight-time miles per day.

2. All vacancies on work trains will be manned by extra board Engineers on a first-in, first-out basis. Extra Engineers protecting work trains will be relieved if the work train operates into and ties up at the home terminal of the crew operating the train.

3. Engineers assigned to work trains of more than five (5) days per week will be guaranteed employment or pay the 120 straight-time miles per day for each day of the week at the applicable work train rate. Overtime will begin at the expiration of eight (8) hours where mileage actually run does not exceed 100. Where actual miles run exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12½). Overtime shall be paid for at the punitive rate.

B. Work Trains of 4 Days

1. Engineers assigned to four (4) day work trains will be guaranteed employment or pay for four (4) days per week at the work train rate of pay. For each day worked, the Engineer shall receive no less than 150 miles per day at the applicable rate.
For each day not used, the Engineer shall receive not less than 150 miles per day at the rate applicable to the locomotive(s) last used. Overtime will begin at the expiration of eight (8) hours where mileage actually run does not exceed 100. Where actual miles run exceed 100, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12½) at the punitive rate. Where overtime exceeds the 150 miles guarantee, the Engineer will be paid 100 miles and actual overtime and the 150 mile guarantee is nullified.

> Example: An Engineer on a four (4) day assignment is transported 20 miles to the work site and 30 miles from the work site. The work train actually travels 40 miles for a total of 90 miles. Engineer is on duty 11 hours. Proper payment is 8 hours straight time and 3 hours overtime.

2. Engineers assigned to work train service will be used only on the days of their assignment. In the event their work train assignment is needed in excess of four (4) days, the Engineer assigned will be offered the additional work with the understanding that each day worked beyond the assigned days will be in addition to the weekly guarantee and will be paid at the applicable rate and with a minimum of a days pay for each day so worked.

C. Yard Work Trains

1. Work trains within yard limits will receive yard rates of pay.

2. Yard Engineers used in work train service will be paid pro rata rate on a minute basis with a minimum of one (1) hour. This payment will be above all earnings made on that particular tour of duty.

3. An extra Engineer used in Yard Work Train Service will receive time and one half for a second tour of duty within 22½ hours and qualifies for all other provisions of the overtime and holiday Articles of this Agreement.

<u>Questions and Answers</u>

Q-1: If the assignment is worked on the fifth, sixth or seventh day, will the regularly assigned Engineer be given the opportunity to work those days even if the assignment is given a different symbol /number designation) in the computer system?

A-1: Yes, if the assignment works at the same starting time or within the eight (8) hour period subsequent thereto or cycle and the work to be performed is within the regularly assigned working limits of the assignment.

Q-2: How will extra work train service, including hours of service relief service of work trains, be protected?

A-2: Extra board Engineers will be used for all work train service, including hours of service relief if a crew has to be called.

Q-3: May work trains (road/yard) be used in revenue service?

A-3: No, however if used to perform revenue service during their tour of duty, work train Engineers will be allowed a penalty day's pay in addition to their normal earnings, without deduction therefrom.

Q-4: May a four (4) day work train work Monday, Wednesday, Friday and Sunday?

A-4: No, the four (4) days must be consecutive.

**ARTICLE 48 - YARD SERVICE**

Section 1 Basic Day

A. Eight (8) hours or less shall constitute a day's work. Time will begin when required to report for duty and end when the Engineer is relieved. Engineer and crew will begin and end their tour of duty at the same time.

B. Engineers shall be assigned for a fixed period of time which shall be for the same hours daily, except for relief assignments. Where practicable, assignments shall be restricted to eight (8) hours' work.

Note: Engineers held on duty and required to work more than thirty (30) minutes beyond the eight (8) hour tour of duty contemplated in paragraph (B) above, when working an assignment that is relieved by a crew on a like assignment on the next shift using the same engines, will be paid a basic days pay above and beyond the earnings of their assignment. The crew on the next shift scheduled to relieve him must be available and ready to perform service when the Engineer reaches the designated relieving point. It should be understood that Supervisory Officers of CSXT have the obligation to relieve such Engineer when the Engineer's eight (8) hours expire while working or passing within a reasonable walking distance of the designated point for going off duty and the relieving crew is available.

C. Overtime - Regular Engineer

1. All time worked in yard service in excess of eight (8) hours during a single tour of duty shall be paid for as overtime on a minute basis at one and one-half (1½) times the hourly rate.

2. Except when changing off where it is the practice to work alternately days and nights for a certain period, working through two (2) shifts to change off; or where exercising seniority rights from one (1) assignment to another, all time worked in excess of eight (8) hours' continuous service in a twenty-four (24) hour period shall be paid for as overtime, on the minute basis, at one and one-half (1½) times the hourly rate.

Examples

a. An Engineer who is assigned to work 11:00 p.m. to 7:00 a.m. and is required to cover the second shift on the same day 3:00 p.m. to 11:00 p.m., is entitled to eight (8) hours at time and one-half;

b. The same Engineer is required in an emergency to work 7:00 a.m. until 11:00 a.m. is entitled to eight (8) hours at time and one-half.

c. A regularly assigned Engineer required to double or begin an additional shift as Engineer within a twenty-four (24) hour period is entitled to time and one-half for the second shift.

3. A regularly assigned Engineer who is required to work an assignment as Engineer other than his own during a twenty-four (24) hour period which begins work prior to his regular starting time is entitled to time and one-half for that shift.

4. A regularly assigned Engineer who is required to work an assignment as Engineer other than his own which begins work following his regular starting time (Engineer reports for regular assignment and is held off to protect later assignment) is entitled to pay from the time his regular shift is scheduled to begin work until released from duty.

D. Overtime - Extra Engineer

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain period, working through two (2) shifts to change off, or where exercising seniority rights, all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on a minute basis at one and one-half (1 ½) times the hourly rate.

In the application of this rule, the following shall govern:

1. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

2. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service.

3. Where an extra Engineer commences work on a second shift in a twenty-four (24) hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half (22½) to twenty-four (24) hours from the starting time of the first shift.

Note: The twenty-four (24) hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

4. An extra Engineer changing to a regular assignment or a regularly assigned man reverting to the extra board shall be paid at the pro rata rate of pay for the first eight (8) hours of work following such change.

Section 2 Starting Time

A. Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight (48) hours' advance notice. Practices as to handling of transfer crews are not affected by this section.

B. Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second, 2:30 p.m. and 4:00 p.m.; and the third 10:30 p.m. and 12:00 midnight.

C. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in (B) above.

D. Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.

E. Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in (B), (C) or (D) above.

F. At points where only one yard crew is regularly employed, it can be started at anytime subject to (A) above.

G. Where mutually agreeable, on account of conditions provided by having two standards of time, starting time may be changed one hour from periods above provided.

1. When an extra yard assignment has been worked on three (3) consecutive days or any five (5) days during a seven (7) day period beginning at 0001 on Tuesday through 2359 on the following Monday and started on the same shift and in the same yard and performing the same type of service (exclusive of industrial switchers), a new assignment will be shown on that weeks' EBD for bid and claim in accordance with Article 81 Electronic Bid System – Standing Bid. If CSXT elects not to award any job shown on the EBD, the provisions of paragraph 2 below will govern.

2. If CSXT management decides not to award any assignment shown on the EBD and continuously works a yard extra on the shift and in the yard as the assignment not awarded, the senior Engineer having claimed such assignment on his EBA will be paid a penalty day in addition to all other earnings for each day said assignment operates until the next JAD.

Note 1: For the purposes of this Article a yard is a location within a terminal agreed to be defined as a location specific within a terminal where there is more than one yard within such terminal.

Example: Toledo Terminal has four (4) specific yards;

1. Walbridge
2. Rossford
3. Toledo Docks
4. Stanley

Note 2: In applying this Article, it is not intended to eliminate existing regularly assigned jobs. The Local Chairman and Local Management will cooperate in the application of this Article.

Section 3 Advancing Traffic

It is not intended to allow the use of a yard crew to advance a road train from inside the terminal to a location outside of yard limits for any purpose if road crews are available. If so used, a penalty day will be paid above and beyond all earnings of the assignment.

Section 4 Relief of Hours of Service Trains

Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

1. Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

2. Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work trains or wrecking service.

Note: For performing the service provided in (1) and (2) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

## ARTICLE 49 – SWITCHING LIMITS

A. Changing Switching Limits

Where CSXT considers it advisable to change existing switching limits where yard crews are employed, it shall give notice in writing to the appropriate General Chairman of such intention, whereupon CSXT and the appropriate General Chairman shall, within thirty (30) days, endeavor to negotiate an understanding. In the event CSXT and the General Chairman cannot agree on the matter, the dispute shall be submitted to the Disputes Resolution Committee for resolution prior to submitting to arbitration as provided for in the Railway Labor Act, as amended, within sixty (60) days following date of the Disputes Resolution Committee ruling. The decision of the Arbitration Board shall be made within 30 days following a hearing. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven (7) days' notice by CSXT.

1. This Article shall not affect the changing of switching limits at points where no yard crews are employed.

2. The description of existing switching limits is included in the Appendix.

B. Switching Service for New and Other Industries

CSXT may provide switching service to industries with either road men or yardmen, or both, without additional compensation or penalties.

Note: CSXT is governed by Article VII of the BLET May 1952 National Agreement and Articles II and III of the BLET 1971 National Agreement, Article VIII of the BLET 1986 Arbitration Award #458 and Article IX of the BLET 1991 Public Law 102-29.

## ARTICLE 50 - MORE THAN ONE CLASS OF SERVICE

A. Engineers in any class of road service may be required to perform two or more classes of road service in a day or trip.

B. 1. Except as qualified in paragraph (C) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day shall be paid for the combined service.

2. When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to all engines used shall be paid to the Engineer for the entire day or trip.

C. Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

D. This Article applies to:

1. Unassigned and/or assigned road service.

2. Another class of road service regardless of when notified.

E. This Article does not involve the combining of road with yard service nor modify or set aside:

1. Lap-back or side trip Article except when a combination of service includes work, wreck, helper/pusher service and such movements are made in the performance of work, wreck, helper/pusher service.

2. Conversion Article.

3. Terminal switching and/or special terminal allowance Articles.

F. When Engineers are not relieved and are called to perform other services before completion of the day, paragraphs (A) through (E) of this Article apply. When they have completed their day or trip and are placed in other service, a new day provided in contract will be paid in addition to all other earnings and without deduction therefrom.

G. Engineers required to handle locomotives other than those in connection with the day's work or trip, will be paid an additional day in addition to all other earnings and without deduction therefrom.

Note: The term "trip" is synonymous with the term "day's work" as provided herein.

Examples (based on a basic day in through freight service of 130 miles) for the application of this paragraph are:

1. An Engineer with seniority in engine or train service established prior to November 1, 1985 in through freight service on a run of 130 miles is on duty a spread of 8 hours, including 2 hours of another class of road service--Engineer shall be paid 130 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate in effect on June 30, 1986 for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

2. An Engineer with seniority in engine or train service established prior to November 1, 1985 in through freight service on a run of 130 miles is on duty a spread of 9 hours, including 2 hours of another class of road service--Engineer shall be paid 130 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate in effect on June 30, 1986 and one

hour at time and one-half rate in effect on June 30, 1986 for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

3. An Engineer with seniority in engine or train service established prior to November 1, 1985 in through freight service on a run of 130 miles is on duty a spread of 10 hours, including 2 hours of another class of road service--Engineer shall be paid 130 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half rate in effect on June 30, 1986 for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

4. An Engineer with seniority in engine or train service established prior to November 1, 1985 in through freight service on a run of 130 miles is on duty a spread of 12 hours, including 2 hours of another class of road service--Engineer shall be paid 130 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half rate in effect on June 30, 1986 for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

Note: Examples 2, 3 and 4 do not adversely affect the combination of overtime payment at the current rate for Engineers hired after November 1, 1985.

5. An Engineer with seniority in engine or train service established prior to November 1, 1985 in through freight service on a run of 195 miles is on duty a spread of 10 hours, including 2 hours of another class of road service--Engineer shall be paid 195 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate in effect on June 30, 1986 for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

Note: Non revenue service will not be protected by unassigned freight pools, regularly assigned road freight assignments or interdivisional service

## ARTICLE 51 - TRIPS OUT OF AWAY-FROM HOME OR HOME TERMINALS

Section 1 Outside Terminal Limits-Away from Home Terminal

A. Pool freight Engineers or extra freight Engineers may be called for turn service out of the away-from-home terminal if no other Engineers are available at that terminal. Following completion of turn service, the Engineer may be given rest and then considered first out. He may also be worked/deadheaded to the home terminal on a separate time ticket.

B. Pool freight Engineers will not be required to make more than one turn-around trip out of the away-from-home terminal without being run through to their home terminal, except when paid on a continuous time basis ending at the home terminal.

C. Pool freight Engineers shall not be used for a second tour of duty in turn service from the away-from-home terminal, except in emergency.

Questions and Answers

Q-1: Will pool or extra freight Engineers be called for turn service out of the away-from-home terminal if there is an extra board at the away-from-home terminal?

A-1: Pool or extra freight Engineers will only be called for turn service out of the away-from-home terminal when there are no other Engineers available at that terminal.

Q-2: Can an Engineer be required to make more than one (1) trip from his away-from-home terminal and if so used, how will he be paid?

A-2: Yes, but only in cases of emergency. On his return from his second trip, that Engineer will be either worked or deadheaded to his home terminal on continuous time, with his overtime based only on the miles of that second trip, and the additional miles for the service trip or deadhead when sent home will not be used for the computation of overtime.

Q-3: If trip rates are in effect, how do they apply in regard to this Article?

A-3: Trip rates of the Engineer's assignment will apply as to the payment for each of the individual trips made by the Engineer. The payment of overtime will be based on the straight (OE) trip rate for the second trip. This will apply even if the Engineer is deadheaded or worked home on continuous time after the second trip.

Section 2 Within Terminal Limits (Yard Work) Home or Away from Home Terminal

A. Pool freight Engineers may be used to relieve a road train that has tied up under the hours of service or that has been relieved for any other reason within the limits of a terminal where yard crews are assigned and available. When called to perform this yard work they will be paid a penalty day (under Con Code "BG") at the basic yard rate of pay in addition to all other earnings and without deduction there from.

B. The call will be specific as to what service the Engineer is being called to perform as to the train number and his time ticket will reflect that train number with an "R" designation to denote relief service. If, in emergency, he is called to relieve a second train within the yard or terminal limits, he will only be paid one (1) penalty day as described in paragraph (A) of this Section, but will receive a separate working time ticket for the second train relieved and be handled per Section 1, Q&A's # 2 and #3. After completing the yarding or disposition of such relieved train(s), the Engineer will be either be relieved and marked up, if at the home terminal, or if at the away from home terminal, worked on a train or deadheaded back to the home terminal of the pool.

Section 3 Straight Away Service

If called for straight away service from either terminal and the train does not depart the terminal limits, no penalty payment as described in Paragraph (A) of Section 2 would be due the

Engineer. The Engineer, if at the home terminal, will be either marked up at the bottom of the pool/extra board or deadheaded to the away from home terminal. In either case, he would be paid either an (OE) trip rate if the pool is trip rated, or the mileage of the assignment.
If at the away from home terminal, and relieved and taken off the train, and if placed back in the hotel, he would be paid an (OE) trip rate, if trip rated, or the mileage of the train called for and will after taking rest, be considered first out for service. If deadheaded back to the home terminal, whether straight or in combination, the Engineer's overtime will be based on the trip rate or mileage of the train assigned.

## ARTICLE 52 - BACKING ENGINES

A. Engineers will not be required to run engines backwards, except in cases of emergency, wrecks, work trains, uncoupling, returning to shops, running for fuel or water or doubling hills and will not be required to exceed 15 MPH.

B. Single units (locomotives) may be operated in a territory where there is no turning facility available, i.e., wye, turntables, etc., and will not be a violation of the intent of this Article. Where there is a turning facility available and the Engineer is denied the opportunity to turn the locomotive prior to commencing service, or at any time during the tour of duty, when proper request is made, the Engineer will be entitled to a payment of one (1) hour at the pro rata rate in addition to all earnings for the trip.

C. Engineers on through freight trains operated from terminal to terminal, including those operated through terminals, will be entitled to a one (1) hour penalty payment at the pro-rata rate, in addition to all other earning of the trip, if denied the liberty of turning the locomotive, after a request is made by the Engineer, at the first opportunity where facilities are available.

## ARTICLE 53 - DOUBLING HILLS/ASSISTING TRAINS

A. Engineers in road service required to double a hill and/or to assist another train will be paid actual miles for such service, with a minimum of two (2) hours, in addition to the regular mileage allowance for the trip between terminals and with no deductions therefrom, overtime to be computed on the basis of the mileage of the trip exclusive of the double or the assist.

B. The rate to be paid for time spent doubling a hill or assisting another train will be the same rate as that paid for the regular trip.

C. Paragraphs A and B of this Article apply to Engineers in other than helper service when required to assist another train operating in the same direction.

D. Engineers in other than helper service required to assist a train operating in the opposite direction will be allowed an additional day's pay above and beyond all other earnings.

Note: The term, "assist another train" is not confined to the helping, doubling, shoving or pulling of another train over a hill, but includes any reason and all cases that makes it necessary for an Engineer to stop his train and provide assistance to another train.

Questions and Answers

Q-1: Does this Article intend that Engineers will be required to assist another train in territory where Helper Service is established and working?

A-1: No, Engineers required to perform an assist in either direction in territory where Helper Service is established and working, will receive a Basic Day penalty payment above and beyond all earnings of the assignment with no deduction there from.

Q-2: Can Engineers called for straight away service be taken off of their train, transported and placed on other trains and used to relieve, move or assist such trains without penalty?

A-2: No, Engineers called for straight away service can not be used when they report for work or after leaving the terminal with their train to perform relief service or to handle other trains while enroute and if so used will be allowed a payment of an additional days pay in addition to the earnings of their assignment and with no deduction there from.

## ARTICLE 54 - DETOURS

When a crew, by reason of detour movement, makes less mileage than that of their assignment, they will be paid the mileage of their assignment and when the mileage via the detour is greater than that of their assignment, they will be paid the mileage via the detour; overtime to be based, in each instance, on the mileage paid.

## ARTICLE 55 - ROAD SWITCHERS/MINE RUNS

A. Road Switchers/Mine Runs assignments may be advertised five (5) or more days per calendar week, and may be made under advertisements which state the work to be done, on duty terminal, on duty time, days of operations, and assignment limits. It is understood that extra service may be operated to perform the work described in this paragraph supplementary to assigned runs; and Engineers in extra service will be paid as provided below for each day of such service.

Note 1: Permanent changes of more than two (2) hours in the regular starting time of a Road Switcher/Mine Run assignment will cause same to be declared a new assignment and changed on the next JAD. When it becomes necessary to change the starting time temporarily, Engineers will be given notice thereof at or prior to completion of work on the day prior to such temporary change. Road Switchers/Mine Runs will not be subject to Article 78 Waiting Time and will report without being called at the on duty time of the assignment or at the expiration of their rest period.

Note 2: When an extra Road Switcher/Mine Run assignment has been worked on three (3) consecutive days or any five (5) days out of seven (7) during a seven (7) day period beginning at 0001 on Tuesday through 2359 on the following Monday at the same starting time and same terminal, or within the eight hour period subsequent thereto and in the same assigned limits, a new assignment will be shown on that weeks' EBD for bid and claim in accordance with Article 81 Electronic Bid System. If CSXT elects not to award the assignment shown on the EBD, the provisions as to penalties of Article 48 Yard Service, Section 2, Interpretation, Paragraph 2 will govern except payment will be the guarantee in Paragraph E of this Article.

B. 1. Road Switchers/Mine Runs may work in more than one direction out of the home terminal. Road Switchers/Mine Runs working more than one direction out of terminal will be confined to limits in the bulletin creating the assignment. Road Switchers/Mine Runs working in only one direction out of the home terminal will be confined to limits not exceeding those set forth in the bulletin creating the assignment.

2. Road Switcher/Mine Run assignments will be established to operate within specified limits which may exceed 100 miles per day. The limits set forth in the bulletin will be in conformity with the limits the assignment will traverse in the performance of switching duties. This does not mean, however, that the assignment must operate over the entire assigned limits each day, but it is intended that the assignment will operate over the assigned limits with reasonable regularity. The term "reasonable regularity" is intended to mean that service over those limits will be required no less than once each week except in case of an unusual condition which would be of a temporary nature.

C. An Engineer assigned to a Road Switcher/Mine Run assignment will be paid at the Five (5) Day Basic yard Engineer's rate of pay for all miles, including highway miles. In the event, the total miles including highway miles exceeds the advertised mileage of the assignment, such miles will also be paid at the Five (5) Day Basic yard Engineer's rate of pay.

D. A regularly assigned Engineer will be notified in sufficient time to protect his assignment, if he elects to, in the event it is to be worked on its scheduled day off. When there is a consistent need for six (6) or seven (7) day service, the assignment should be re-advertised as a six (6) or seven (7) day assignment.

Note: It is understood that regular assigned Engineers will not be disqualified for Holiday Pay if they elect not to work on their rest day or days provided they otherwise qualify for the Holiday.

E. An Engineer assigned to a Road Switcher/Mine Run assignment (extra or regular) will be paid no less than the full advertised mileage of the assignment and may claim miles or hours worked whichever is the greater.

F. 1. Engineers regularly assigned to Road Switchers/Mine Runs will be guaranteed not less than 100 miles for each calendar working day, including legal holidays, exclusive of overtime, if they are available and do not mark off of their own accord. Extra Engineers filling vacancies on Road Switchers/Mine Run when held for subsequent service, will be included in the daily guarantee. Such guarantee will be paid at the rate earned on the assignment on the preceding working day.

2. The provisions of the holiday and personal leave Articles will apply to all Road Switcher/Mine Run assignments regardless of the mileage component.

3. If a Road Switcher/Mine Run Engineer misses a trip on his assignment as a result of having been on duty too long on the same assignment, the previous trip, causing him to miss a trip because of insufficient rest, he will be allowed the earnings that he would have earned had he worked the assignment. This Paragraph contemplates that an Engineer will qualify for the earnings of the assignment when he misses an assignment as a result of having to take rest under the Hours of Service Law. No payment will be due an Engineer whose request for rest of more than eight (8) hours undisturbed causes him to miss his assignment.

G. Road Switcher/Mine Run Engineers will not be tied up or terminaled at a point where suitable lodging and meals cannot be procured. Road Switcher/Mine Run assignments shall have only one terminal and tie up point—the home terminal.

H. Extra Engineers covering Road Switchers/Mine Run assignments will be protected under Article 8 - Expenses Away From Home and Article 21 - Lodging.

Questions and Answers

Q-1: How long can a temporary change in the starting time of an assignment as mentioned in the Note under Paragraph (A) continue?

A-1: Only up to the next JAD.

Q-2: Can assignments under this Article work both directions out of a terminal if it would require the Engineer to work into a different zone or Seniority District?

A-2: Only as current local conditions apply or unless otherwise agreed by the HDO and the General Chairman of jurisdiction, assignments under this Article cannot be advertised with limits that would require the Engineer to work in more than one zone or Seniority District. If required to work out of the advertised limits of the assignment, the Engineer will be paid a penalty basic day at the rate of the service performed above and beyond all earnings of the assignment and without deduction therefrom except overtime, if any, is deducted equivalent to the time spent outside of the advertised limits.

Q-3: Can CSXT hold the assignment until the regularly assigned Engineer is rested as an option under Paragraph F (3)?

A-3: Yes, and if so held for his rest, the Engineers pay will start at the regularly advertised time, but his Hours of Service will start from the time he reports for duty on completion of his rest.

Q-4: If a regular assigned Engineer is not called to work his rest day and it is filled by another Engineer, will he be paid the earnings he would have earned had he worked the assignment?

A-4: Yes.

**ARTICLE 56 - SELF-PROPELLED MACHINES**

A. Engineers will be used as pilots on self-propelled equipment consistent with provisions of the 1964 BLE National Agreement, and the practices and interpretations of NRAB Awards, to include but not limited to Sperry Rail Detector or similar cars.

B. An Engineer will be used on all self-propelled equipment requiring an FRA certified locomotive Engineer.

**ARTICLE 57 - ROAD SERVICE**

Section 1 Trip Rates

Where trip rates have been applied in accordance with the provisions of the December 16, 2003 Mediation Agreement, such implemented trip rates supersede the provisions of this Article.

Section 2 Basic Day and Overtime in Road Freight Service

A. In all cases of through freight service 130 miles or less, eight (8) hours or less shall constitute a day's work. The overtime divisor for miles in excess of the basic day will be 16.25. Mileage rates will be paid only for miles run in excess of the minimum number specified in this paragraph.

B. 1. In other than road through freight service, 100 miles or less, eight (8) hours or less (straightaway or turnaround) shall constitute a day's work; miles in excess of 100 shall be paid for at the mileage rate provided in the rate schedule. On runs of 100 miles or less, overtime shall begin at the expiration of eight (8) hours; on runs over 100 miles, overtime shall begin when the time on duty exceeds the miles run divided by twelve and one-half (12½). Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate.

2. The number of hours that must lapse before overtime begins on a trip in through freight service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor.
Overtime shall be paid for on the minute basis at an hourly rate of 3/16 of the daily rate, according to class of engine (weight on drivers) or other power used. In through freight service, overtime will not be paid prior to the completion of eight (8) hours of service.

3. Engineers required to perform service outside of their advertised limits will be entitled to a basic day's penalty.

C. Rates for all classes of service, including the daily earnings minimum, effective January 1, 2007 are listed in the Appendix.

D. Schedules for Overmiles Adjustments, Overtime Thresholds and Reduced Crew Differential Payment are listed in the Appendix.

E. Engineers in assigned/unassigned work, wreck, construction, snow plow, circus trains, and all other unclassified service shall be paid at the local freight rate of pay.

F. Belt line, or road freight assignments engaged in transfer service, helper/pusher service, that are not subject to road conditions such as terminal switching allowances, or final terminal delay, but through freight rules as to mileage and road overtime shall apply.

G. In the event road freight Engineers are directed to perform switching which they are not allowed to perform under any of the National Agreement Articles, they will be paid not less than a minimum day at the yard rate of pay in addition to the earnings of their assignment, but where road overtime accrues time actually consumed in performing such switching for which additional pay is allowed will be deducted from the road trip and road overtime computed accordingly.

Section 3 Locals

A. Regular locals may be assigned and guaranteed not less than 100 miles or eight (8) hours each calendar day assigned with a guarantee equal to the 5-day yard rate if they do not lay off and subject to provisions of the note in Article 81 - Electronic Bid System Section 2(D).

B. Locals may be advertised specifying the home terminal and away from home terminal, the territory to be served, off days, departure time and any other pertinent items. Locals with regular on duty times will report without being called and will not be subject to the provisions of Article 78.

C. Locals will not be used to relieve hours of service crews.

D. Locals which pre-date this Agreement will not be replaced by Locals under the provisions of this section and will operate as originally established.

Section 4 Changes to Road Starting Times

Permanent changes of more than two (2) hours in the regular starting time of a road assignment will cause same to be declared a new assignment and changed on the next JAD.

Section 5 Road Turnaround Service

Engineers in unassigned freight pool service may be used in other than short turnaround service to relieve trains subject to the following:

1. The mileage exceeds 35 miles straightaway from the home terminal to the relieving point.

2. Engineers will be paid miles actually operated with a minimum of 130 miles or as Trip Rates provide whichever is applicable.

Question and Answer

Q-1: Does turnaround service under this Section apply to the away from home terminal?

A-1: No. Article 51 Trips Out of the Away From Home Terminal applies at the away from home terminal.

Section 6 Outlying Point Assignments

A. When an extra Engineer is deadheaded to an outlying point or a terminal where no extra board is maintained to protect a vacancy or extra service (road or yard) such Engineer may be held at such outlying point or terminal for a period of time not to exceed seven (7) calendar days, with the understanding that on any calendar day not used to perform service on any day of a seven day assignment, he will be allowed one basic day at the rate paid for the last service performed. He will also be covered under the provision of Article 8 Expenses Away From Home and Article 21 Lodging of this Agreement.

B. While the Engineer is being held at such outlying point or terminal he may properly be used to protect any service to which his seniority rights entitle him and for which he is qualified and available to perform under the Hours of Service Law, provided it does not prevent him from protecting the service he is scheduled to protect.

C. It is understood the Engineer whose vacancy at the outlying point or terminal is being filled must mark up for duty prior to the time his assignment ties up on the previous tour of duty.

D. If an Engineer is held at an outlying point or terminal in excess of seven (7) calendar days, or when known that an assignment of less than seven (7) days will not work on the scheduled rest day(s) of the work week and he is still held, he will be paid continuous time from the time relieved on the seventh day or the last scheduled work day until relieved at his home terminal.

Note: Deadhead will be paid on the first and last day of the outlying point vacancy pursuant to the applicable rules. Likewise, auto mileage will be paid from the home terminal to the outlying point on the first and last day of the vacancy only. Local agreements covering outlying point arrangements will remain in place unless changed by the HDO and General Chairman of Jurisdiction, or cancelled where such option exists.

Section 7 Aggregate Rule

A. An Engineer will not be aggregated out of his home terminal when another Engineer, fully rested, is available and can properly be used for the service.

B. If an Engineer is to be used in the aggregate, he must be notified of that fact when he registers off duty on his inbound trip, and that notice must inform him as to whether he is to be used within four (4) or eight (8) hours.

C. If he is not used within the time specified in the notice, he will go under pay at the expiration of the four (4) hours or seven (7) hours and fifty-nine (59) minutes of the proper notice.

D. Engineers who have been notified that they are to be used in the aggregate and are not so used, will be entitled to eight (8) hours rest before being required to accept call for service, if they so desire.

E. If a notice to aggregate is cancelled after the Engineer has gone on pay as described in paragraph C above, pay will stop at the time of the cancellation and the Engineer will be allowed the time under pay until cancelled with a minimum of two (2) hours at the pro rata of pay. If the notice is cancelled before pay starts the Engineer will be allowed the payment of the two (2) hours.

F. When unforeseen service develops at a terminal where the first out available Engineer standing for service was not given an aggregating notice at the time of his last release from duty, such Engineer should be called for to perform the unforeseen service even though he was not given an aggregating notice. Such Engineer so called and responds to such call will be allowed two (2) hours at the pro rata rate.

G. All payments referred to in this section will be computed on the basis of the weight on drivers operated by the Engineers on the last tour of duty if not used, or at the rate of the aggregating trip when used, and will be in addition to all other earnings with no deductions therefrom.

Note: If an Engineer called under paragraph F cannot be located, he will not be shown as missing a call or unavailable for any reason. He will maintain his turn but will not be allowed any compensation and the available Engineer standing next for service will be called.

Section 8 Classifying Train En Route

When a through freight Engineer is stopped en route between the initial and final terminals and is required to classify the cars then in his train, he shall be paid a minimum of a yard day's pay in addition to the road trip pay and without any deduction for the time consumed in performing such service. Holding onto cars while making pick-ups or set-offs between the initial and final terminals shall not be considered classifying en route.

Questions and Answers

Q-1: What constitutes classifying train en route?

A-1: Changing the order of the cars in the train.

Q-2: Will an Engineer in through freight service, who is required to set off a car in his train which was improperly blocked in the yard where said car was initially received, be allowed one additional day's pay at the five-day yard rate?

A-2: No, not for setting out a car, only when he classifies the cars in his train.

Q-3: Will an Engineer be allowed one (1) additional day's pay for setting out a car or cars in his train that were properly blocked in the yard where cars were received, if the destination of said car or cars is changed by the consignee while train is en route?

A-3: No, not for setting out the car or cars, only when he classifies the cars in his train.

Q-4: The Surface Transportation Board requires that cars placarded "Explosives" must be placed a certain number of cars from the engine or caboose. At an intermediate point where yard crews are employed a freight engine crew sets off cars which were adjacent to a car of explosives, leaving the dangerous placarded car head out in the train. If the road Engineer is instructed to "bury" the car in his train, is he entitled to the additional payment of a yard day?

A-4: No.

Section 9 Six Day Road Assignments

Regularly assigned through freight assignments falling under Article 78 - Assigned Runs/ Waiting Time that are advertised to work six (6) days per week and when operated on the seventh day will not be protected by the regularly assigned Engineers. Since these assignments worked on the rest day of the assignment are considered as unassigned service on the seventh

day and will be protected by the appropriate unassigned freight pool operating over the same territory. If no such pool exists, or if none is available, the service should be protected from the appropriate extra board.

Note: This will not preclude the Local Chairman and Local Supervisor from establishing assignments to work with more than one off day per week, i.e., work four days and one rest day, etc.

Section 10 Non-Revenue Service

All non-revenue trains, such as snowplows, work or wreck trains (including handling of solid wreck trains terminal to terminal) will be protected by the appropriate extra board or by regularly assigned Engineers exclusively assigned to such service.

Section 11 Savings Clause

Notwithstanding the provisions of this Article, any issue related to Road Service not found in this Article will be governed by the appropriate National Road Service rule-found in the Appendix.

## ARTICLE 58 - TERMINAL RELEASE

A. Engineers dispatched from terminal will not be relieved until they have reached one of their terminals, or return to terminal from which they started, unless released from charge of train by another Engineer. Unless specified in the advertisement, or consistent with past practice, assignments may not be operated/deadheaded from an away from home terminal to an away from home terminal. If so operated, the Engineer will receive a separate deadhead back to his home terminal.

B. There may be several pools or assigned runs on a division. Terminals in such cases will be governed by the points between which such pools operate or runs are assigned.

Note: A violation of this paragraph will result in a penalty of a basic days' pay.

Questions and Answers

Q-1: An Engineer is called for straight away service for a Westbound pool or assignment and upon reporting for work is instructed and is transported to a location East of the on duty location or supply point and outside the existing terminal departure/arrival point and thus outside the limits of his advertised assignment where his train had died short of the terminal of destination. He brings the train into the terminal and then is instructed to run through his terminal and proceed on his scheduled trip. What payment is he entitled to?

A-1: If not relieved after arriving back in his terminal, any additional service would be considered separate and apart from that already performed. He would be due a separate time ticket for each of the described services and paid the trip rate or freight rate for each trip.

Q-2: Would the first out Engineer standing for call be considered as run around when the Engineer in Q&A 1 departs the terminal for the second time?

A-2: Yes if rested and available.

**ARTICLE 59 – TRANSPORTATION WITHIN/WITHOUT TERMINALS**

CSXT shall supply transportation to an Engineer when the distance between any of the points listed below is sufficient to cause a hardship if he were required to travel between them without some form of transportation:

1. The point where a road Engineer is required to report for duty and the point where he is to take charge of his train or engine.

2. The point where a road Engineer is to leave his train or engine and the point where he is required to report off duty.

3. The point where he reports off duty and the point where lodging is provided, when lodging is to be provided for a road Engineer at his away-from-home terminal.

4. The point where lodging is provided and the point where food is available.

5. The point where lodging is provided and the point where an Engineer is required to report for duty at the away-from-home terminal.

6. The point where he is required to report off duty at his home terminal and the point where he last reported for duty at his home terminal.

Note 1: In the application of this Article, the Local Manager and the Local Chairman shall confer in an effort to reach agreement as to whether or not the distance is sufficient to cause a hardship or safety concerns.

Note 2: Throughout this Agreement, whenever the topic of "transportation" is discussed or the word used to describe the movement or transporting of Engineers for any reason by CSXT, it will, by definition mean: "Suitable Transportation" which is CSXT-owned or provided passenger carrying motor vehicles or taxis, trains or planes.

**ARTICLE 60 - SCOPE RULE**

A CSXT locomotive Engineer whose name appears on the appropriate active Engineer's seniority roster will operate conventional (manual control) and non-conventional (remote

control) locomotives used outside existing (established) terminal limits. Non-conventional operation will include remote control technology used in CSXT's fleet (either CSXT owned, leased, or used in CSXT operations) when engaged in all road operations, including switching movements in road territory, and where not in conflict with any existing agreement. They will also operate all conventional yard locomotives in yard service. Locomotive Engineers must meet all FRA certification requirements and CSXT rules and regulations.

## ARTICLE 61 - QUALIFYING ON TERRITORY

A. Engineers will be qualified, at CSXT's expense, on the territory within their home zone/district. An Engineer who has not worked over a portion of such zone/district and has not had an opportunity to work (through exercise of seniority, etc.) on some portion of such zone/district during the past twelve months will be paid one trip to re-qualify over the territory and paid all earnings made by the Engineer on such assignment.

B. Engineers must be fully qualified on all work protected by an assignment, pool, or extra board to voluntarily claim a position within his home zone/district. An Engineer with sufficient seniority to hold an assignment within his home zone/district will be allowed to qualify on the assignment he wishes to claim at CSXT's expense when the requirements of service permit. If the Engineer cannot hold an assignment at his present supply point as an Engineer, he will begin qualifying immediately.

> Note: The intent of paragraph B is to allow CSXT, during times of manpower shortages, to qualify newly promoted Engineers in some, but not all assignments(s) in their home zone/district to quickly satisfy service requirements. Such Engineers should not be unduly restricted in exercising seniority to assignments of preference when manpower requirements permit.

C. Engineers who voluntarily exercise seniority from one zone/district to another will not receive pay for learning the road, except as specified in zone agreements.

D. When CSXT posts a notice to transfer Engineers from one zone/district to another they will be paid to learn the road in accordance with existing agreements and at the Engineers' rate of pay.

E. Where a new run is established requiring Engineers to learn new territory they will be paid for the time learning the road at the Engineers rate of pay.

F. The appropriate CSXT officer and the Local Chairman with jurisdiction will determine the number of qualifying trips needed to qualify on a specific territory. When in the opinion of the supervisory officer an Engineer is taking an unreasonable amount of time to qualify, the Engineer in question will be required to consult with the supervisory officer and the Local Chairman for the purpose of identifying and correcting the problem.

Questions and Answers

Q-1: Can CSXT deny an Engineer the right to exercise his seniority within his zone/district?

A-1: No, the Engineer will be allowed to make his move when he contacts CMC and informs them that he wishes to exercise his seniority to an assignment that he is not qualified on for claim on the next JAD. He is required to inform the appropriate CSXT Local Official and CMC of this fact by the Wednesday before the JAD.
The officials will arrange for his qualifying trips by placing him on the assignment effective with the JAD in either an EQ status or provide the Engineer pilots. He will be paid the Engineers rate for all time while qualifying. Failure to do so will result in payment for all lost earnings to the Engineer earned by the Engineer on the assignment that he was to claim.

Q-2: Will this same answer hold true for Engineers forced to a location where they had never been qualified?

A-2: Yes, they will only be forced on JAD and placed on an assignment for qualifying purposes and paid the Engineers rate of pay for all time qualifying. Article 8 Expenses Away From Home and Article 21 Lodging will apply when forced under this Article.

Q-3: What rate of pay will Engineers receive who are referred to in Q&A 1 and 2?

A-3: They will receive the earnings of the Engineer on the assignment.

Q-4: How will a prior right CSXT Northern District Engineer moving between CSXT Northern, Western and Eastern Districts become qualified?

A-4: In accordance with Q&A #1. (This only applies to the Former B&O Districts.)

**ARTICLE 62 - LEAVE OF ABSENCE**

A. Except for physical disability or as provided in paragraph C of this rule, leaves of absence for employees in excess of sixty (60) calendar days in any calendar year shall not be granted, unless by agreement between the officer designated by CSXT and representative designated by the BLET. Physical disability or bona fide illness does not require the Engineer to secure a Leave of Absence.

B. Employees accepting service with railroad associations or government agencies engaged in transportation areas such as the National Railroad Adjustment Board, AMTRAK (non-contract positions), Association of American Railroads, National Mediation Board, Department of Transportation or any employee elected or appointed to a full time public office will not require a leave of absence while so employed, however, they must return to service in accordance with the provisions below.

C. Employees may be given a leave of absence for a specific period of time, and at the expiration of same, will, upon making application to the proper supervisor, resume employment without loss of seniority. A Leave of Absence may be granted for longer periods by mutual agreement. The General Chairman will be furnished with a copy of the leave of absence of employees under their immediate jurisdiction. At the expiration of the leave of absence, or prior thereto, employees may resume employment without loss of seniority provided they exercise seniority by the second JAD.

D. Leave of Absence to work for the National Railway Passenger Corporation (AMTRAK) must have been obtained under an appropriate agreement covering such leaves. Such leaves of absence shall remain in effect so long as the employee is in active service with AMTRAK. Only one such leave of absence may be obtained, except if an employee is furloughed by AMTRAK and returns to service under this Agreement, he may then be granted another leave of absence if he is recalled and accepts service with AMTRAK.

E. Engineers who are promoted or appointed to official positions or quasi-official positions (such as Train Dispatcher or Yardmaster), and full time positions with the Brotherhood of Locomotive Engineers and Trainmen will be considered on leave of absences and will continue to accumulate seniority however, they must return to service on a JAD within thirty (30) days of leaving their former position.

**ARTICLE 63 - PILOTS**

A. Only qualified FRA certified Engineers whose names appear on an active roster will be used as pilots for other Engineers and will be paid the same rate of pay as the Engineer handling the assignment.

B. When qualified FRA certified Engineers are needed as pilots they will be provided in accordance with the temporary vacancy fill procedures and cannot be a member of the working crew.

Note: This does not preclude CSXT from establishing regular assigned pilot service following discussion with the appropriate General Chairman.

C. Pool or assigned Engineers who are called for pilot service out of their away from home terminal and such call causes them not to be available for their next regular turn in their pool or for their regular assigned service will be provided a straight deadheaded home (OD of their regular assignment if trip rated) in addition to all service performed.

D. When an Engineer pilot is not provided, an unqualified Engineer will not be disciplined or censured in any manner for refusing to perform service for which not qualified.

Note: A Conductor or trainman cannot be used as a substitute for a qualified FRA Certified Engineer Pilot.

## ARTICLE 64 - LAP BACK

Engineers in road service other than work, wreck, snow plow, helper/pusher or pilot service shall be paid as follows:

A. When as part of a call or a regular assignment, an Engineer in road freight service is required to make lap-backs or side-trips actual miles for a lap-back or side-trip shall be included in the actual miles run and paid for on a continuous time or mileage basis.

B. When an Engineer in road freight service is required to make a lap-back or side-trip on territory that is not covered by his assignment or call, the Engineer, if possessing a seniority date in engine or train service prior to November 1, 1985, shall be paid the actual time or mileage, whichever is greater, involved in the movement, under a separate con code from other compensation for the tour of duty.

Question and Answer

Q-1: When instructed to operate outside the working limits of the assignment, will all Engineers be entitled to a basic days pay above all other earning and without deduction there from when so used?

A-1: Yes.

## ARTICLE 65 - CLAIM HANDLING/GRIEVANCE PROCESS

### Section 1 – Time Claims for Compensation

A. Initial Claims Handling

1. All claims for compensation must be filed within Sixty (60) days of the incident via electronic process. The individual Engineer or his Local Chairman may file the claim. The following information/details pertinent to the claim for compensation must be provided in order for the claim to be considered:

a. Name and I.D. Number
b. Date and Time of Occurrence
c. Train symbol, pool code or job number
d. On and Off Duty time, if applicable
e. Supply Point
f. Exact Location of Occurrence (mile post)
g. If Claim Involves Instruction, Name and Title of Person Giving Instructions and description of the instructions.
h. Article or Articles Involved, if known
i. Claim being made and supporting reasons

Note 1: Employees who are short the equivalent of eight hours or more in their pay, through no fault of their own, will, upon request, be given a voucher.

Note 2: This Article does not apply to the appeal of discipline which is handled as provided in related discipline Articles.

B. Time Limits

1. Claims must be responded to by CSXT within the time frame shown below with the reason for declination. The individual will be notified of the payment or rejection of the claim by the earnings statement as follows:

a. For employees on bi-weekly payroll:

Final disposition of claims will be shown on the earnings statement furnished employees by the fourth payroll period following the pay period in which the claim was received.

b. For employees on weekly payroll:

Final disposition of claims will be shown on the earnings statement furnished employees by the eighth payroll period following the pay period in which the claim was received.

2. Such claims not declined within these time frames will become payable by default without establishing a precedent.

Note: The reason for the declination of a claim must state more than "NOT VALID" or "NOT IN AGREEMENT" if there is an applicable Article within the agreement and, should state in specific language as to the rule or rules being used to refute the Engineers claim. Sufficient detail should be included to be able to understand the facts/positions of the declination.

C. Appeals

1. All appealed claims must be submitted electronically to the appropriate CSXT officer within ninety (90) days of declination as shown on the individual's earnings statement; hand written appeals will continue to be accepted and fall under the same time limits. Once a Local Chairman submits an appeal to a claim, a conference may be arranged between the Local Chairman and the CSXT officer if requested. The conference must be held within 90 days of the request. The conference may be held telephonically or in person. CSXT will arrange to meet with the Local Chairman on an agreed to date and time and at a location agreeable to both parties. Local Chairmen will not be required to come to CSXT Offices in Jacksonville to hold these conferences. The Local Chairman must furnish a list of claims to be discussed at the time a conference is requested. Claims not appealed within this time frame will be in default without establishing a precedent.

Note: Claims of a continuing nature shall be considered properly appealed when listed and identified with the initial claim by the Local Chairman to the CSXT Officer.

2. Appealed Claims where conference is not requested must be responded to by the appropriate CSXT Officer within 90 days of the appeal. Claims not declined within this time frame will become payable by default without establishing a precedent.

3. Local Chairman may submit a written request for conference. If conference is requested, it will be held within ninety (90) days of the written request. Failure by CSXT to schedule the conference will result in a payable claim without precedent. Failure by the Local Chairman to participate in the scheduled conference after it has been requested will result in a withdrawal of the claims without precedent, unless other arrangements are made. When the conference is held within the 90 day period, the CSXT officer will have an additional ninety (90) days from the date the conference is held to respond to the appealed claim(s); otherwise the claim(s) will become payable without establishing a precedent.

D. Once the claim has been declined by the CSXT Officer, the General Chairman of jurisdiction may request conference at his discretion. Conferences with the HDO will be conducted within thirty (30) days of such request. In any case, the General Chairman of jurisdiction must progress and docket such claim before a tribunal having jurisdiction pursuant to law or agreement within one (1) year of the appeal response.

E. Time limits at any level in this rule may be extended by the General Chairman and the Highest Designated Officer by mutual consent.

F. The postmark will serve as the governing date for compliance of all written correspondence exchanged pursuant to this Article.

**Section 2 – Grievance Handling**

Grievances - All grievances will be handled directly between the appropriate General Chairman and HDO. The Local Chairmen will write a letter, not an e-mail, sending any grievance not able to be settled locally to the General Chairman. The General Chairman will handle the grievance with the Highest Designated Officer within thirty (30) days of receiving it from the Local Chairman. If unable to come to an agreement as to the settlement of the grievance, the matter will be referred to the DRC and handled as per Article 32 Disputes Resolution Committee.

Question and Answer

Q-1: In order to learn the electronic claims system for the inputting of Appeals by Local Chairman, will CSXT be responsible to train all newly elected Local Chairmen in the use of any computer systems that the Local Chairmen require instruction on in order to carryout their duties as Union representatives?

A-1: It will be the responsibility of CSXT to coordinate with the appropriate General Chairman in the scheduling of classes for newly elected Local Chairmen for instruction on the use of CSXT computer screens that are necessary for the handling of Union

business. CSXT will pay for all travel and expenses incurred as well as any lost earnings, if applicable, but in no case less than a minimum days pay for each day of travel and class when Local Chairmen are required to attend an agreed to class for this purpose. Local Chairmen provided such training will be required to use the electronic system.

Q-2: What is the definition of a Grievance?

A-2: A grievance is any matter that does not seek compensation and is not initiated by a time claim or time ticket submitted by an Engineer.

**ARTICLE 66 - HELD FOR SPECIAL SERVICE**

Section 1 Engine Service

A. Engineers may be held off their turns or assignments for special services/duty and will be paid not less than the equivalent of the earnings made on their turns while so held. In addition, when held at the away from home terminal, he will be subject to the provisions under Article 8 - Expenses Away From Home, Article 9 - Held Away From Home Terminal and Article 21 - Lodging.

B. If held for special service and not used, and no trips or turns are thereby lost, the Engineer will be paid the amounts shown in Section 2.

C. In the application of this rule no run around claims will be entertained where Engineers are called outside their order of standing for such service.

Section 2 Other than Engine Service

An Engineer may be held off his assignment to be used for special duties mutually agreed to by CSXT and the General Chairmen, in which case the Engineer will be paid lost earnings, but in no case less than $285.32 (effective 1/01/07) for each day used. This amount is subject to all future GWI and COLA increases as provided under the provisions of this Agreement where there is no bonus program in place.

**ARTICLE 67 – HELPERS/PUSHERS**

A. Regular assigned or pool helper/pusher service may be advertised. Engineers assigned to helper/pusher service will not be relieved at other than their home terminal and will be kept on continuous time from the time required to report until they are relieved at their home terminal. Engineers may be held in continuous service for a succession of trips, but may not depart their terminal (starting to push) after completing one hundred (100) miles, or eight (8) hours, except as a new day.

B. The provisions of the holiday and personal leave Articles will apply to all helper/pusher assignments regardless of the mileage component.

C. At points other than the Division Home Terminal, the basic day mileage for Engineers working helper/pusher assignments will be 100 miles with assignments guaranteed minimum employment or pay to 125 straight time miles five (5) days per week as stipulated in the job advertisement, to be paid at Engineer's yard rate of pay for all miles of their assignment (worked or advertised) applicable to weight on drivers with overtime to commence after eight (8) hours on duty. In the event arrangements are made for a helper/pusher to work a six (6) or seven (7) day work week, the guarantee above will be adjusted by 125 miles per day.

D. Regular assigned Engineers will show up for their assignment at the fixed starting time unless notified by CSXT they will not be used for service.

E. CSXT, in exercising its right to establish and extend helper/pusher district limits, will not include territory which the helper/pusher covers only when required to assist trains in emergency.

F. Helper/pusher assignments under this Article are limited to pushing and pulling trains.

G. The Local Chairman and Local Supervisor are not prohibited from working out arrangements to assigned helper/pusher assignments with rest day(s).

H. Yard Engineers may be used in road helper/pusher service in case of emergency. When yard Engineers are used in road service under conditions just referred to, they shall be paid miles, or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction there from for the time consumed in said service.

**ARTICLE 68 - SHORT TURNAROUND**

Engineers in unassigned pool freight service may be called for one or more than one round trip(s) out of the same home terminal. These trips to be short trips and turnarounds, with the understanding that such trip(s) may only be started out of the same terminal and will be paid actual miles, with a minimum of one hundred thirty (130) miles for a day, provided:

1. Mileage of all the trips does not exceed 130 miles;

2. Distance run from the terminal to the turning point does not exceed thirty-five (35) miles. If the distance straight-away exceeds thirty-five (35) miles, Engineers will not be called for more than one (1) round trip on continuous time. A new time ticket must be provided for every trip made in violation of this Article.

3. Engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having made one hundred and thirty (130) miles or having been on duty eight (8) consecutive hours, except as a new time ticket, and subject to the first-in, first-out rule or practice.

4. Engineers may not be relieved at other than their home terminal and will be on continuous time until so relieved.

Questions and Answers

Q-1: Can Engineers called for this service be used in straight away service or vice versa after reporting for work?

A-1: No, when called, the information as to the service to be performed must be specific as to turnaround service or straight away service and cannot be changed at any time during the tour or when reporting for duty. If so instructed to perform service other than for what he was called, the Engineer will be paid an additional days pay in addition to all other earnings of the assignment so used on and without deduction there from.

Q-2: If the Engineer is required to perform straight away service after being called for any other type of service that would have resulted in him going off duty at the same on and off duty location, would the Engineer be allowed to run back to his place of residence to get the proper necessities in order to be away from home?

A-2: Yes, the Engineer would be given sufficient time based on the distance he would have to travel in order to get any requirements he may need in order to be away from home for a given amount of time.

Q-3: Does Short Turn Around Service under this Article apply to Engineers at the away from home terminal?

A-3: No, Article 51 Trips out of the Away From Home Terminal applies at the away from home terminal of Engineers.

## ARTICLE 69 - FLASHLIGHTS

Flashlights will be furnished to Engineers free of cost upon application to the office of Road Foreman of Engines. Replacement batteries, bulbs and flashlights may be obtained from this appropriate source by signing a receipt for same.

## ARTICLE 70 - SHOP ENGINEERS

A. CSXT may designate certain special Engineer assignments in terminals that may be required to perform any and/or all duties of road Engineers, yard Engineers, etc. including the testing of air brakes on trains other than those to be handled by them.

B. These Engineers shall be compensated at the yard rate of pay.

## ARTICLE 71 - ENGINE CHANGE SERVICE

A. Engine change assignments shall be subject to yard rules and rates of pay, except starting time provision.

B. As part of his tour of duty an Engineer on an engine change assignment may be required to perform any or all of the following service in connection with the movement of engines coupled in multiple and/or not coupled in multiple:

(1) Move engines between any points within a terminal.
(2) Deliver and/or pick up engines within a terminal.
(3) Deliver and/or pick up engines outside a terminal.
(4) Couple engines to trains and make necessary tests.
(5) Move rolling stock blocking engine(s) to be picked up, delivered or exchanged.

Questions and Answers

Q-1: What is the difference between "Engine Change" and "Exchange Engine"?

A-1: Engine change means the type of service as provided in this Article. Exchange engine is the act of an Engineer giving up the unit or units he is working with and being given another unit or units.

Q-2: Is engine change service to be performed by road Engineers throughout CSXT, and must the Engineers called or used in this service be qualified for all work accruing?

A-2: Yes, engine change service is to be performed by road Engineers, when the duties of that engine change service are over road territory, except at consolidated terminals where the engine hours of engine change assignments have by custom and practice been called off the yard extra board. Engineers called or used in this service must be qualified for all work accruing.

Q-3: What is the definition of "terminal"?

A-3: The term "terminal" means the switching limits of such terminal.

Q-4: What determines whether an engine movement outside a terminal is to be made by an Engineer in engine change service or by an Engineer in Light Engine Service?

A-4: The requirements of the service.

Q-5: Will the so-called relay crews, exchange engine crews, etc., come under this Article?

A-5: Yes, they should now be advertised as engine change assignments.

## ARTICLE 72 – LIGHT ENGINE SERVICE

Engineers on road engines running light over the road shall receive pay at regular road rate for service in which engine is engaged. Engineers on yard engines, if used outside of terminal limits, running light over the road shall receive through freight rate.

Questions and Answers

Q-1: How is "service in which engine is engaged" determined under this rule?

A-1: If the engine is moved light for use in passenger service the engine would be considered as engaged in passenger service. If the engine is moved light for use in freight service the engine would be considered as engaged in freight service.

Q-2: What rate applies to light engines run solely for delivery from one point to the other?

A-2: Through freight rate.

Q-3: What determines whether an engine movement outside a terminal is to be made by an Engineer in Engine Change Service or by an Engineer in Light Engine Service?

A-3: The requirements of the service.

## ARTICLE 73 - MILEAGE REGULATION THROUGH FREIGHT SERVICE

Section 1 Mileage Regulation

Mileage regulation agreement arrangements and their applications will be adjusted by the BLET and CSXT to reflect changes in the basic day in through freight service. In applying the regulation rules, miles physically operated (or paid for in the case of standard mileage agreements), including deadhead mileage, whether separate or combined with service, will be considered in determining the number of Engineers to be assigned in a set of runs or the appropriate regulation factors for pools. To adjust for the current basic day, the regulation limits will be adjusted to reflect the change by increasing such limits by the percentage change from the 100 mile basic day in through freight service. Pools of 100 miles or less will be regulated under a different set of guidelines that those of over 100 miles.

Section 2 Pool Regulation

A. Regulation factors will be determined for each pool on the system by assessing the normal operation of the pool with respect to mileage earned for an average trip over a twelve (12) pay period study period.
Using the average trip data, bi-weekly high and low regulation factors will be established to permit weekly regulation of the pool based on dispatchments in the preceding fourteen (14) day period.

B. To establish the bi-weekly high and low regulation factors, the monthly regulation minimum and maximum (as adjusted pursuant to Section 1 above) covering the pool will be divided by the average trip mileage to determine the number of trips needed to work the minimum and maximum mileage per month. The number of trips will then be divided by 2.16 to determine the bi-weekly high and low regulation factors.

C. The Local Chairman and CSXT Officer with jurisdiction will decide which day of the week should be utilized to adjust the pool. However, in any event, all adjustments must be made by 1700 on Mondays so they may be timely placed in the EBS for the upcoming Saturday Job Adjustment Day (JAD).

Note: Due to the working schedules of many Local Chairmen and recognizing the fact that the regulating factors in the computer are always two (2) days behind, the Local Chairman and Designated CSXT Officer may agree to meet and regulate the pools on any day, as long as the regulation is agreed to by Wednesday.

D. The following will apply in the regulation of Engineer pool crews:

1. On the agreed to day each week, CSXT shall furnish the Local Chairman having jurisdiction a statement for the pool showing the total number of pool crew dispatchments, including terminal-to–terminal deadheads and extra crews called to supplement the pool during the preceding seven (7) calendar days.

Note: A terminal–to–terminal deadhead paid for separate and apart from a service trip will be counted as a full dispatchment.

2. The pool will be regulated so that there will be an average between the low and high dispatchment factors per turn bi-weekly.

Note: For the purpose of an example in this rule, we are using a low factor of 10.30 and a high factor of 12.12.

3. Based on the reports furnished the Local Chairman, CSXT will make a reduction in the pool if the average number of dispatchments per turn is less than the low factor during the two (2) preceding seven (7) day checking periods. The number of crews to be reduced will be determined by dividing the total dispatchments in the fourteen (14) day period by the low factor. For example, there are eight (8) crews in the pool and during the fourteen (14) day period, the eight (8) turns made eighty (80) dispatchments. Eighty (80) divided by 10.30 equals 7.25 – so the decrease would be one (1) crew.

Note: No reduction will be made if the average number of dispatchments per turn exceeds the low factor during the preceding fourteen (14) day period.

4. In situations where the average number of dispatchments per pool turn during the preceding fourteen (14) day period is equal to or greater than the low factor, the Local Chairman having jurisdiction may request by noon Monday (confirmed in writing) a reduction due to abnormal circumstances. CSXT will make such reduction but assumes no liability as a result thereof.

5. No increase in the number of turns in the pool will be made if the average number of dispatchments per turn was less than high factor during the two (2) preceding seven (7) day checking periods. When the average number of dispatchments per turn is greater than the high factor during the preceding fourteen (14) day period, an increase may be requested in writing by the Local Chairman having jurisdiction or the particular pool may be increased by CSXT. The number of crews to be increased will be determined by dividing the total dispatchments in the fourteen (14) day period by the high factor. For example, there are ten (10) crews in the pool and during the fourteen (14) day period, the ten (10) turns made 130 dispatchments. 130 divided by 12.12 equals 10.72 – so the increase would be one (1) crew.

6. In the application of paragraphs 3 and 5 above, any fraction of .5 or greater will be carried to the next higher number. Any fraction of less than .50 will be dropped.

Note: The parties recognize that due to line blockage, holiday shutdowns, or other unusual circumstances regulation should be suspended or adjusted. The Local Chairman with jurisdiction and the appropriate CSXT Officer will cooperate to make appropriate arrangements.

F. When there is insufficient service for a road freight pool to average the equivalent of 1774 miles per fourteen (14) day period the pool may be maintained through mutual agreement between the Highest Designated Officer and the General Chairman of jurisdiction.

G. Any disputes resulting from this Article will be appealed to the Disputes Resolution Committee.

Questions and Answers

Q-1: The agreed to operation of the application of this Article necessitates that CSXT and the BLET work together to make this regulation work. Will the adjustments be made on the agreed to day of the week and will the pools be regulated as per the wording of the Article in that pools will not be regulated on the high or the low ends of the factors, but will be held as agreed to the average between the two?

A-1: Yes.

Q-2: If the resulting decision from the Disputes Resolution Committee is favorable to the Local Chairman's position, will the affected Engineers be made whole as to their lost earnings?

A-2: Yes.

## ARTICLE 74 - CHANGES IN ASSIGNMENTS THAT REQUIRE READVERTISEMENT

The following will govern as to changes that warrant the re-advertisement of an assignment which will be effective on the next JAD. Anytime there is a change in starting time, on/off duty points, working limits, rate of pay, etc; a message will be issued by CMC and such change will be handled in accordance with Article 81 Electronic Bid System – Standing Bid.

## ARTICLE 75 - ANNULMENT OF ASSIGNMENTS

A. When a regular yard assignment is to be annulled, the regularly assigned Engineers shall be notified before the end of their last tour of duty on the day before the yard assignment is to be annulled but not later than sixteen (16) hours in advance of the advertised reporting or on duty time of the assignment and when annulled will be in accordance with and paid as described in Article 81 Electronic Bid System – Standing Bid.

B. When a regular road assignment (Road Switcher/Mine Run, Helper/Pusher, etc.), except those in regularly assigned through freight service covered under Article 78 Assigned Road Service/Waiting Time, is annulled, the regularly assigned Engineers shall be notified at least sixteen (16) hours in advance of the advertised reporting or on duty time of the assignment and when annulled will be in accordance with and paid as described in Article 81 Electronic Bid System – Standing Bid.

C. When a regular road assignment covered under Article 78 Assigned Road Service/Waiting Time is annulled, the regularly assigned Engineer shall be notified at least sixteen (16) hours before the advertised reporting or on-duty time of the assignment and when annulled will be in accordance with Article 81 Electronic Bid System – Standing Bid and paid as described in Article 78 Assigned Road Service/Waiting Time.

D. Regularly assigned Engineers who have marked off their assignment before the time they are to be notified of the annulment shall be notified when they mark up to return to work. If regularly assigned Engineers have been notified that their assignment is to be annulled and the annulment is later cancelled, an attempt will be made to contact the regularly assigned Engineers to be called to work. If unable to be found or contacted before eight (8) hours of the on duty time of the assignment, the Engineer will be paid the earnings of the Engineer working his assignment.

E. Regularly assigned Engineers who are not notified within the time limit set forth in paragraphs A through D, and who report for work shall be paid a three (3) hour called and not used penalty payment in addition to the miles or hours regularly paid on their assignments, except when the annulment is caused by emergency conditions such as, derailments, wrecks, wash outs, snow storms, or floods, that prohibit the operation of the affected assignment, or unauthorized work stoppages which do not allow for such notification. In such cases, the Engineers will receive only the compensation provided in accordance with Article 78 Assigned Road Service/Waiting Time and 81 Electronic Bid System – Standing Bid.

1. Regular Engineer assignments shall not be annulled on days there is work to be performed which is ordinarily included in the regular Engineer's assignment, except when such work can be absorbed by other existing regular assignments.

2. If a regular Engineer assignment is annulled and an extra assignment is used to perform service ordinarily performed by the annulled assignment, the regular Engineer of such assignment is entitled to the difference between any pay that he receives for the annulment and what the extra Engineers earned while working his assignment.

F. If assignments are annulled between Job Adjustment Days (JAD) Engineers will be paid a basic day, miles or trip rate whichever is greater for each day or trip of their assignment while annulled, and will remain on the annulled assignment until notified that the assignment will again be worked or will be abolished on the next JAD in accordance with Article 81 Electronic Bid System – Standing Bid.

## ARTICLE 76 - TRAVEL ALLOWANCE

A. When an Engineer is authorized to use other than rail transportation, he shall be reimbursed for the out-of-pocket cost of the authorized transportation. If authorized to use a privately owned automobile, he shall be reimbursed for the mileage traveled at the maximum allowable Internal Revenue Service rate unless otherwise provided.

B. If an Engineer chooses to use a privately owned automobile when other transportation has been authorized, the amount of reimbursement shall not exceed the cost of the type of transportation authorized.

Questions and Answers

Q-1: Does this Article have any effect on deadhead pay?

A-1: No. Travel allowances, either by private auto or other authorized modes of transportation are reimbursed separate and apart from deadheading.

Q-2: Will this Article apply to Work Train service?

A-2: Yes, pending approval of local supervision.

## ARTICLE 77 - NOT USED ON REGULAR ASSIGNMENT

A regular Engineer not called or not used through no fault of his own to perform service on his regular assignment shall be paid not less than the earnings of his regular assignment.

## ARTICLE 78 - ASSIGNED ROAD SERVICE/WAITING TIME (THROUGH FREIGHT)

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## ARTICLE 79 – ARRANGEMENT OF RUNS

When additional regular runs are established/rearranged, the local representative of CSXT and the Local Chairman or Local Chairmen having jurisdiction shall arrange to meet for the purpose of grouping such runs consistent with seniority, with the understanding that CSXT reserves the right to place a schedule in effect to protect the service when no agreement is reached provided such arrangement does not create an unreasonable hardship on Engineers, i.e., excessive layover at the held away from home terminal.

## ARTICLE 80 - ESTABLISHING ASSIGNMENTS

Assigned or Unassigned service may be established consistent with the provisions of this Agreement and National Agreements providing for Interdivisional Service. Existing assignments or pools operating in two zones/districts, will continue to operate under existing agreements and equity arrangements as applicable unless altered consistent with the provision set forth in Article 81 - Electronic Bid System – Standing Bid.

## ARTICLE 81 – ELECTRONIC BID SYSTEM (STANDING BID)

Section 1 Submitting Choices (Start Up)

A. All locomotive Engineers, promoted and demoted, will be required to submit their preferences for Engineer positions for which qualified in an Electronic Bid Application (EBA) as described in paragraph B below. Engineers should indicate a sufficient number of preferences to ensure a selection will be granted on Job Adjustment Day. In the event an Engineer fails to submit preferences or fails to submit a sufficient number of preferences, he will be assigned a position in the following order, subject to his relative seniority standing:

1. Unfilled positions protected at the supply point, if none;
2. Unfilled position on the guaranteed extra board at the supply point, if none;
3. Unfilled position in the home zone/district (at the nearest supply point).

B. CMC will maintain an Electronic Database (EDB) by supply point within the seniority district in order to display all available Engineer positions. When CMC adds new positions, they will be added to the Electronic Database.
Engineers must submit their bid preferences electronically via the Electronic Bid Application (EBA) Form indicating their choices, which must be received by the Crew Management Center (CMC) at least seven (7) days prior to the implementation of the EBS. The General Chairman and Local Chairman will be able to access all electronic bid application data forms via the computer within his jurisdiction.

C. Engineers who return to service after the establishment of EBS must submit an electronic bid application prior to the resumption of service and no later than 2200 Wednesday or be subject to force assignment in accordance with Section 3, paragraph C (2).

Section 2 Submitting Changes (After Start Up)

A. All boards and assignments will be adjusted beginning at 0001 on Saturday based upon the preferences Engineers have submitted on their electronic bid application. This is known as Job Adjustment Day (JAD) and all assignments will be effective at 0001 on Saturday.

1. Engineers will be permitted to make changes or insert new assignments to their electronic bid application between 0001 Saturday and 2200 Wednesday during the week preceding Job Adjustment Day. The change may be made via IVR or other electronic means available when unable to be made by computer, such as an Engineer returning from vacation, leave of absence or discipline, etc.

2. All prospective adjustments to pools and extra boards, including new assignments and abolishments that will take effect on the next JAD will be made by 1700 on Monday and must be shown in the CSXT Electronic Data Base (EDB) system by 2359 Tuesday. As a result of such adjustment or changes, Engineers will be able to adjust their bids until 2200 on Wednesday. Awards will be posted in the computer between 0001 and 1200 on Thursday for viewing by Engineers until the assignments become effective at 0001 on Saturday.

Note: Engineers who account of seniority were unable to remain on the assignment they worked during the previous week and were awarded their next assignment of choice will be notified of this change in assignment by CMC if they are not scheduled to work on Thursday or Friday. This notification will be accomplished by placing one phone call to the Engineer's primary and secondary phone numbers listed in the proper screens at CMC. A message will be left on both numbers if possible. Engineers may also check and accept notification by calling CMC or through the IVR. This provision will terminate one (1) year after implementation of the EBS.

3. An Engineer occupying a position in a pool/extra board with non-rotating rest days may make a voluntary seniority move to another position within that pool/extra board.

B. Any vacancy of less than seven (7) days is a day-to-day vacancy and will be filled by the applicable extra board.

C. When regular yard and/or road assignments are established, such as through freights, road switchers/mine runs, work trains, locals, etc., notice will be listed in the CMC system showing the following information and will be listed in the next JAD.

Time starting work
Number of days per week (when practicable)
On and off duty point(s)
Lay up point
Relief days or day if applicable
Territory covered by assignment
Mileage of Assignment
Rate of Pay

D. Engineers in road service, with assigned rest days, including those in pools and on extra boards, may not observe more rest days in a weekly/bi-weekly period than the number specified in the electronic advertisement coinciding with their position (generally, one (1) per week, or two (2) in a bi-weekly period, unless the position is a five (5) day or fewer assignment). Should a voluntary exercise of seniority result in additional rest days, the Engineer will be shown as marked up and available for duty in whatever service he is protecting at the time.

Note: It is the intent that every assignment have at least one rest day per week. It is not the intent to allow an Engineer to observe multiple rest days in the same week unless the Engineer is working or holding a pool or extra board with rotating rest days.

E. Re-establishment of any assignment is considered a new assignment and will be reflected in the changes shown at 2359 on Tuesdays in the EDB of assignments for the upcoming JAD. Engineers should update their Electronic Bid Application Forms (EBA) in accordance with Paragraph A in this section if they want to bid on the new assignment.

1. Abolishments will occur whenever possible, on adjustment days and concurrent with Job Adjustment Day reassignment. New assignments may be established during the week and will be covered by the extra board until job adjustment day. Engineers whose jobs are abolished on any day of the week between 0001 on Saturday through 2359 on Friday will be compensated lost earnings of their assignment.

2. In case of circumstances as described in the note below CSXT may abolish jobs at anytime and affected Engineers will be left unassigned and paid a basic day until the next JAD or will be placed on an extra board.

Note: A major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God, a work stoppage against the railroad by any craft or group of employees which interrupts the normal operation, or any other valid reason for a reduction in the number of trains operated. Assignments will not be abolished except for valid reasons.

Section 3 Assignment of Engineers

A. 1. On each Job Adjustment Day, Engineers will be reassigned in accordance with their electronic bid application, but will not be placed on their new assignment until they return to their home terminal from their last tour of duty. Engineers awarded their specific preferences on job adjustment day will be placed on said assignment at 0001 Saturday. Engineers newly assigned to Guaranteed Extra Board turns or to unassigned freight pool turns will be placed at the bottom of the board in accordance with their previous tie-up time.

2. If the extra board or pool turn is working or out of the terminal when the JAD takes effect at 0001 on Saturdays, the turn will be brought back to the bottom of the board/pool with the newly assigned Engineer. The Engineer who was working the turn will be shown on a make up turn and placed on his new assignment when he is relieved.

3. If two or more Engineers have the same tie-up time, they will be placed at the bottom of the board in accordance with their original call time.

B. If it is known by 2200 on the Wednesday prior to a Job Adjustment Day that an Engineer will be off for the entire adjustment period (vacation, etc) his EBA will not be processed and the Engineer will be unassigned on Job Adjustment Day. If an Engineer is scheduled to return on the next JAD, his EBA will be activated and processed by the system.

Note: If an Engineer knows that he will not return to work effective with Saturday's JAD, he must call CMC or use the appropriate computer screens and/or IVR to arrange to extend the time he will be off. The assignment will be protected by the extra board during this additional time off.

C. 1. If an Engineer indicates that he will be returning to work from being off for any reason (injury, discipline, sick, etc.) and does not have an Electronic Bid Application (EBA) on record for the next Job Adjustment Day (JAD), he will be required to submit it prior to 2200 Wednesday before the week that he is expecting to return. The position he is awarded will be filled from the extra board until he returns during that week. The returning Engineer must request CMC or his Local Chairman to arrange to have his Electronic Bid Application (EBA) accepted and read for the upcoming Job Adjustment Day (JAD).

2. If an Engineer fails to put in an Electronic Bid Application (EBA) prior to 2200 on the Wednesday before the Adjustment day of the week in which he is going to return to work, he will only be allowed to exercise seniority to the assignments of his choice that are shown in Section 1, paragraph A at 1, 2, or 3 of this Article.

D. Any unfilled position, not listed on any Engineers EBA, will be filled by the extra board for one (1) week, and if it is not claimed by an Engineer on the next Job Adjustment Day, it will be filled by recalling the senior demoted Engineer at the supply point.

E. Regularly assigned and Engineers used off assignment, whose turns are out of the terminal when the JAD takes effect at 0001 on Saturdays, will be placed in waiting status upon return. It is understood Engineers in waiting status may be called under the provisions of Article 36 Filling Temporary Road and Yard Vacancies Step 4, upon rest when vacancies are being filled by CMC, but will not be called if it interferes with his regular assignment. These Engineers may refuse such calls and will not be subject to any discipline or considered unavailable for any reason.

F. Engineers will be required to access the Electronic Data Base (EDB) to determine their job assignments for Saturday at 0001and must do so to be available for their assignments when rested. CSXT will be responsible for providing all Engineers, Local and General Chairmen adequate access to the job assignments.

G. All Vacation Day(s) (daily and weekly), Personal Leave Day(s), Demand Day(s), or any other compensated time off will start at 0001 unless otherwise authorized. Weekly vacations will commence at 0001 Saturday and will end at 2359 on Friday.

Note: Engineers who are out of the terminal or working at 0001 on Saturday of the JAD and are going to or leaving the extra board, will be considered as available on the day they return and are marked up on the new assignment.

**ARTICLE 82 - GUARANTEED EXTRA BOARDS**

A. All Engineers Extra Boards will be guaranteed and managed on a bi-weekly basis as follows:

1. CSXT may establish and discontinue bi-weekly extra boards. CSXT shall regulate the number of Engineers assigned to a guaranteed extra board, except that the complement of Engineers on an extra board must be sufficient to protect known vacancies but not egregiously in excess of the needs of service. Local Chairman having jurisdiction are authorized to confer with CSXT management regarding the complement of Engineers assigned to each qualified list and may refer unresolved disputes to the General Chairman of jurisdiction and Highest Designated Officer for resolution. This provision does not negate the provisions of Side Letter #20 of Board of Arbitration Award No. 458 regarding the maximum number of such boards to be established.

2. When new bi-weekly boards are to be established, CSXT will provide the appropriate General Chairmen 30 days advance written notice. The notice will contain information as to the location of the new extra board(s) and the date the boards are to be established.

3. When an extra bi-weekly board is established under this rule it will, unless the General Chairmen are notified otherwise, protect all jobs on that seniority district based on the supply point location and on duty reporting points in relation to the locations of other extra boards within that seniority district.

4. All Guaranteed Extra Boards will have assigned, mandatory rest days which will be administered as follows:

Rest days in non rotating rest day schedules will be assigned by CSXT with due consideration for the number of positions on the board and the needs of service, but an extra board will not have more than one more day difference in the number of off days on any given day of the week than another would have.

Note 1: Unless otherwise agreed, days off will be assigned in the following manner:

Monday-Sunday-Tuesday-Saturday-Wednesday-Friday-Thursday

This rotation will be repeated until all the positions have been assigned. When the next position is put on the board, the rotation will be continued from where left off. The reduction in positions will be handled in the same manner only in reverse.

This same type of rotation of rest days will apply to extra boards with multiple non-rotating rest days (See Attachment 1 ).

M/T – T/W – Th/F – Sa/Su – Su/M – W/Th –F/Sa

Note 2: As stated above in Note 1, Local Management and the Local Chairman and all parties signatory to this Agreement understand that "special circumstances" may apply at certain locations on a specific day(s) of the week. The parties will cooperate and make arrangements to handle the needs of service on such day(s) of the week at supply points that, due to business fluctuations, have an unmistakable variation from the norm on that day(s). The caps on that day(s) may be reduced to a lower number than previously agreed to, and the amount of days reduced added to other days of the week in accordance with the procedure shown in Note 1.

It is understood that in no case will this understanding be used to allow the caps to be reduced or eliminated so as not to allow any Engineers to be off on this "unique" day(s) of the week unless the number of Engineer positions at the terminal is less than seven (7). Likewise, the caps on the other days of the week, including Friday, Saturday and Sunday will be handled in accordance with Note 1 unless otherwise agreed by the General Chairman and Highest Designated Officer.

5. Those extra boards which exceed three incumbents and achieve the bi-weekly guarantee in 4.5 per week starts or fewer will be provided two consecutive rest days after seven days of availability. The rest days of such assignments are designed to rotate so that each incumbent will obtain rest days on every day of the week over a seven-week period.

Thirty (30) days following the effective date of this Agreement, all current extra boards meeting these requirements will be established as 7/2 rotating extra boards (see Attachment 2 for rest day schedule) unless a written letter of notification (e-mail allowed) from the Local Chairman of jurisdiction to Crew Management sent at least two (2) weeks prior to the effective change elects one of the options below:

a. The Local Chairman of jurisdiction sends a letter to the Crew Management Center (hereinafter "CMC") with a copy to the General Chairman of jurisdiction that such board should operate with one (1) rest day after six (6) days of work or two (2) consecutive rest days every other week (non

rotating), as currently in effect on the date of this Agreement, or work five (5) days and one (1) rest day on a rotating schedule.

b. The Local Chairman of jurisdiction sends a letter to CMC with a copy to the General Chairman of jurisdiction that such board should operate with one rest day after six (6) days of work and two (2) rest days after five more days of work (6/1 and 5/2 non rotating). (See Attachment 3)

c. It is understood that Local Chairman may alter the rest day scenario once every six months, with written notice to CMC.

6. Extra Boards manned by three or fewer employees and/or those extra boards which require more than 4.5 starts to achieve their guarantee will not be eligible for consideration under paragraph b above. Such extra boards will have the option of a rotating schedule of one assigned rest day after each five days of work or maintain their current practice. Engineers on such non qualifying extra boards may also elect to go to the options of a 7/2 rotating or 6/1 and 5/2 nonrotating schedules, but would be required to take an eleven percent (11%) reduction in the bi-weekly guarantee for each payroll period if they elect to do so. If any such extra board gains incumbents to exceed the number three (3) and such board can achieve the 4.5 start requirement or if there are more than three (3) on the board and such board subsequently achieves the 4.5 start requirement, the Local Chairman may notify CMC in writing requesting treatment in accordance with paragraph A, (5). Likewise, in the event a board established in accordance with paragraph A, (5) fails to maintain the requisite standards, management will notify the Local Chairman. Changes under this Article will be made only by mutual agreement at the local level. If a dispute develops, it will be referred to the General Chairman of jurisdiction and Highest Designated Officer or the Disputes Resolution Committee.

7. An extra board Engineer may not observe more than two (2) rest days in a bi-weekly pay period unless occupying a position where rest days rotate and the normal progression of the extra board may result in additional rest days during certain bi-weekly periods (e.g., 7/2 rotating extra boards or 6/1 and 5/2 non-rotating). Engineers who have observed their requisite number of rest days in a bi-weekly pay period and nonetheless exercise seniority to a position that would cause them to gain additional rest days will not be eligible to observe these additional rest days. In such occurrences, Engineers will be shown as available for service on those days.

8. An Engineer assigned to an extra board who is available for service for an entire pay period (except on specified off days) will be guaranteed the monetary rate as shown in the Appendix. This rate shall be subject to rate progression for Engineers establishing seniority after the effective date of this Agreement.

Note: On pre-existing Bi-weekly and daily boards, the existing rate for those Engineers with seniority on or before May 28, 1996 will be as specified in the Appendix.

9. Engineers marking off for any non-compensated reason will hold their turn on the board and will not have their guarantee reduced if marked up before their turn is called.

10. Engineers, on other than a scheduled rest day(s) who miss a call, or are unavailable to protect their turn when it is called will have the bi weekly guarantee reduced by 1/14th on Monday through Thursday and one-half (½) on Friday Saturday or Sunday. The guarantee will only be reduced one time for each twenty-four (24) hour period. The first 24 hour period will commence with the first miss call. If the Engineer marks up before his turn is called in the second twenty-four (24) hour period, there will be no additional reduction to his guarantee.

Note 1: Local Union Officers marked off on Union Business, who fail to perform any service during the bi-weekly period, will forfeit all guarantee for that bi-weekly period. Local Chairmen and union officers (where appropriate) marking off on Union Business will otherwise only be charged 1/14th of the full bi-weekly rate for each twenty-four (24) hour period (if their turn would have been called) including weekends.

Note 2: Engineers marked off for military duty, will only be charged 1/14th of the full bi-weekly rate for each twenty-four (24) hour period. An Engineer will not suffer a one-half (½) offset against extra board guarantee when performing military service on the weekend (Friday, Saturday, Sunday). Proper documentation will be required when requested. A pro-rata offset of 1/14th will be assessed. Engineers on extended military leave such as deployment or those re-called to full time military service will be handled in accordance with CSXT military leave policy.

11. Engineers will not be considered as unavailable to protect their turn for guarantee purposes when marked off for any reason for which he receives compensation.

Note: Engineers receiving compensation on a rest day will not have such compensation included in his earnings for that pay period since he is not considered available thus does not receive guarantee for the day.

12. Engineers missing a call while marked off for any reason, will be removed automatically from the board and then marked up to the bottom of the board upon reporting for duty.

Engineers who fail to report back before their turn is called will remain off for a minimum of twelve (12) hours. Extra board Engineers will be automatically marked off on their rest days and automatically marked up at the conclusion of their rest days. Engineers off for any reason prior to his rest days will be required to call CMC if they are unable to report after observing their rest days.

13. An extra board Engineer claiming extended rest or other than FRA required minimum rest after having been on duty eight (8) hours or less, will have his bi-weekly guarantee reduced by 1/14th (Monday through Thursday) or one-half (½) (Friday, or Saturday or Sunday) if as a result of claiming rest the Engineer is unable to protect a turn. An extra board Engineer claiming rest after having been on duty eight (8) hours or less will forfeit his bi-weekly guarantee if as a result of claiming rest the Engineer is unavailable to protect his turn when it is called on two (2) separate occurrences on weekend days (Friday, or Saturday, or Sunday) during a bi-weekly pay period. This rule will not apply when an extra Engineer claims rest after working a second tour of duty in twenty-four (24) hours. Claiming rest will not be treated as being "unavailable" except for guarantee purposes.

B. Unless a bonus program supercedes this Article, bi-weekly guarantee rates will be subject to all future general wage and COLA increases. For application of hourly COLA increases, bi-weekly guarantees under this agreement will be considered as having a value equal to ninety-six (96) hours.

C. At locations where "daily" boards are maintained, the operational conditions governing such boards will remain unchanged for Engineers with seniority on the prior right district prior to May 28, 1996. However, the Local Chairman with jurisdiction at each location may elect to convert to bi-weekly guaranteed boards for the prior right Engineers. At those locations where "daily" boards are converted to bi-weekly boards, the terms of this Article will apply and the rates will be shown in the Appendix.

Note: At locations where "daily" boards are not converted to bi-weekly boards, CSXT may co-locate a bi-weekly board to be administered under the terms of this Article for employees establishing Engineer's seniority after May 28, 1996, subject to the following:

1. Bi-Weekly boards will not be established for the sole purpose of reducing guarantee payments at the location.

2. Engineers assigned to the Bi-weekly board will be used only when there is no rested Engineer available on the daily board.

3. Daily boards will continue to be regulated to the needs of service.

Questions and Answers

Q-1: The Agreement provides "that all earnings (exclusive of penalty time claims) "will be included when making the adjustments for Guaranteed Extra Board payments. What are examples of "penalty time claims"?

A-1: Penalty time claims are those which are paid for Agreement violations. Examples of "penalty time claims" are: harsh discipline, improper interchange, non-compliance with agreement, operating outside of seniority district or assignment, pay for time lost, improper road-yard movements, runaround-mishandled, violations of seniority,

promotion, rights to service, etc. In addition, expense items which are not subject to income taxes are to be excluded.

Payments prescribed by the Agreement for specified circumstances are not penalty time claims, i.e., called and not used, shifts worked at overtime rate, FTD, ITD, etc.

Q-2: What does the wording "each 24 hour period" in paragraph (A)(10) mean?

A-2: If an Engineer misses a call at 2200 hours and remains off, he cannot be charged with another guarantee penalty until after 2159 the next calendar day and he will be charged one day against his guarantee at the rate for the day of the missed call. The same would be true for a missed call at 0300, no other missed call could be charged until after 0259 the next calendar day and only one day of guarantee would be charged so long as his turn was not called before he marked back to the extra list.

## ARTICLE 83 - ESTABLISHING TERMINALS

A. The following shall govern when a terminal is to be established within fifty (50) miles of an existing terminal:

1. Ten (10) days prior to the advertisement notice the Local Chairman having jurisdiction shall be notified in writing of the location where the terminal is to be established and the reasons therefore.

2. There must be sufficient work to justify the employment of one or more crews to protect the service.

3. If the establishment of the terminal creates a situation where employees, who are assigned to such terminal during a period of twelve (12) months from the date the terminal is established, are required to travel a greater distance from their place of residence to the location of the newly established terminal, such employees shall be allowed a travel allowance. Such allowance shall be based on CSXT's authorized automobile mileage allowance for the additional miles traveled. The allowance provided for herein shall be paid only during the period of 12 calendar months from the date the terminal is established.

B. When a terminal is to be established in excess of 50 miles from an existing terminal, the following shall govern:

1. The Labor Relations officer shall notify the Local Chairman having jurisdiction, in writing, of the location where the terminal is to be established, and the reasons therefore.

2. There must be sufficient work to justify the employment of one or more crews to protect the service.

3. Establish reasonable conditions concerning moving benefits or a reasonable travel allowance for a period not to exceed twelve (12) months to apply to employees who may be directly affected because of the establishment of the terminal.

4. If the Local Chairman having jurisdiction and the Labor Relations officer cannot agree on the conditions set forth in (B)(3) within thirty (30) days from the date of the initial notice to the Local Chairman, the subject may be forwarded to the next level of appeal.

5. If the General Chairman and the highest appeals officer of CSXT cannot agree within ninety (90) days from the date of the initial notice to the Local Chairman, the subject may be submitted to the Disputes Resolution Committee as per this Agreement. If not resolved at that level, the dispute will be taken to arbitration as provided for in the Railway Labor Act, as amended. The decision of the Arbitration Board shall be made within 30 days thereafter. The award of the Board will be final and binding on the parties and will become effective thereafter upon seven (7) days' notice by CSXT.

Note: If extra boards are established under this Article, they will be consistent with the provisions contained in Article 82.

## ARTICLE 84 – INTRASENIORITY/INTERSENIORITY DISTRICT SERVICE

Note: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

Section 1 Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty (20) days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

A. Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

B. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

C. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

Note: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

D. On runs established hereunder, crews will be allowed a meal allowance as provided by Article 8 - Expenses Away From Home, Article 9 - Held Away From Home and Article 21 - Lodging.

E. In order to expedite the movement of interdivisional runs, crews on runs of mile equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of $1.50 for the trip.

F. The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of twenty (20) days following the date of the notice. If they are unable to agree at the end of the twenty (20) day period with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

Section 4 Arbitration

A. In the event the Carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within thirty (30) days after arbitration is requested by either party. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

B. The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the Carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the Carrier if and when such interdivisional service is established in that territory. Provided further, however, if Carrier elects not to put the award into effect, Carrier shall be deemed to have waived any right to renew the same request for a period of one (1) year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 6 Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Agreement.

Section 7 Protection

A. Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed six (6) years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

B. Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits, shall receive a transfer allowance of four hundred dollars ($400.00) and five (5) working days instead of the "two working days" provided by Section 10(a) of said Agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than thirty (30) miles from his former reporting point.

C. If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the Carrier and employee under such agreements, in lieu of the benefits provided in this Article.

## ARTICLE 85 - RULES EXAMINATIONS

A. Advance notice of at least one week will be given of the schedule of rules classes and examinations.

B. Except as noted below, an Engineer subject to attend instruction classes, rules classes, reexaminations on rules and regulations, or initial examination for promotion, which are so scheduled that it is necessary for him to lose time from his assignment will be paid for all time lost on his assignment. Where no time is lost, or if the Engineer does not avail himself of the opportunity to attend such classes without the loss of time, he will be compensated at the basic pro-rata rate of the class of service in which employed for actual time spent in attendance with a minimum of four (4) hours.

C. If the class is held during the hours of the Engineer's assigned tour of duty, no additional compensation will be allowed, however time consumed for this purposed after having been on duty eight hours will be compensated for on the basis of actual time spent over eight

hours with a minimum of one hour at the pro-rata rate in addition to the earnings of his assignment.

## ARTICLE 86 – GENERAL PROVISIONS

A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in settlement of the dispute growing out of the notices dated November 1, 2004 served by CSX Transportation, Inc. upon the Organization signatory hereto, and the notices dated on or subsequent to November 1, 2004 served by the Organization upon CSX Transportation, Inc., except as may otherwise be provided in this Agreement.

B. The terms and conditions of this Agreement supercedes the prior property agreements and contemplates an efficient transition from the multiple former property agreements to this single Collective Bargaining Agreement for Engineers holding seniority on CSXT. Local agreements not in conflict with the provisions of this Agreement will remain in effect subject to review by CSXT. Should CSXT determine a local agreement to be in conflict, CSXT will advise the appropriate General Chairman by providing a thirty (30) day notice of cancellation. Local agreements subject to the Railway Labor Act will remain in effect unless in conflict with this Single System Agreement. The implementation of this agreement will not serve to eliminate existing Interdivisional service runs nor existing coordinated/consolidated Service. Specific provisions of any agreement recognized as conflicting with or being inconsistent with the provisions of this Agreement (for example the Electronic Bid System versus the conventional bid and displacement rules at Montgomery and Atlanta Terminal) will be set aside in favor of the provisions of this Agreement.

C. National Agreements beginning in 1964 are reproduced as appendices to this agreement and are reproduced on a Compact Disc placed in the back of the agreement. National Agreements earlier than 1964 have not been reproduced, but their provisions, as modified by subsequent National Agreements remain in effect.
Conflicts between the provisions of this Single System Agreement and National agreements will be resolved in favor of this Single System Agreement.

D. Rules and understandings that are not specifically addressed in this Agreement remain unchanged. This Agreement shall remain in effect through December 31, 2009 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

E. The parties to this Agreement shall not serve nor progress prior to November 1, 2009 (not to become effective before January 1, 2010) any notice or proposal for changing any matter contained in this Agreement or which proposes matters covered by the proposals of the parties cited in Paragraph (A) of this Article, and any proposals in pending notices relating to such subject matters are hereby withdrawn except as may otherwise be provided in this Agreement.

F. The parties to this Agreement shall not serve nor progress prior to November 1, 2009 (not to become effective before January 1, 2010) any notice or proposal which might properly have been served when the last moratorium ended on June 30, 2005.

G. This Article will not bar management and the Organization from agreeing upon any subject of mutual interest.

H. The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation. Any typographical errors or misunderstandings in conflict with the intent of the parties will be resolved in good faith through the Disputes Resolution Committee.

I. References to gender in this Agreement are made in the masculine gender. All references to the masculine gender include both the masculine and feminine gender.

J. If any Article of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.

SIGNED AT JACKSONVILLE, FLORIDA THIS 25th day of April, 2007

For CSX Transportation, Inc.

Rick Hiel
Director–CSXT Labor Relations

Steven Friedman
Director–CSXT Labor Relations

Myron Becker
Director–CSXT Labor Relations

For the employees represented by the Brotherhood of Locomotive Engineers & Trainmen

Tony Smith
BLET General Chairman–Former SCL

Don Moates
BLET General Chairman–Former L&N, C&O

Rick Finamore
BLET General Chairman–Former B&O

APPROVED. CSX Transportation, Inc.

David Ingoldsby
Assistant Vice President–Labor Relations

Stephen Crable
Vice President–Labor Relations

Robert F. Allen
Chairman-National Carrier's Conference Committee

APPROVED: Brotherhood of Locomotive Engineers & Trainmen

Paul Sorrow
National Vice President

WITNESSED:

Howard Emerick

**BLET SINGLE SYSTEM AGREEMENT**
**SIDE LETTER INDEX**


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- (C) Emergency conditions and related annulments
- (D) Computer programming and implementation and Training for local chairmen and tutorial for all users

#4 Work Rest

#5 Absenteeism record refresh; CMC reductions in Vacation/PL Days

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CSX TRANSPORTATION

Stephen E. Crable
Vice President-Labor Relations

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April 25, 2007

Side Letter #1

T. Smith, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
P. O. Box 1207
Troy, AL 36081-1207

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Absenteeism Handling/Medical

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was agreed that Locomotive Engineers subject to documented hospitalization and/or emergency room treatment will be excused from any absenteeism handling. Locomotive engineers who miss work account of illnesses which are not as serious as noted in the foregoing may be subject to attendance handling. Such cases should be assessed on their individual merits taking into account the gravity of the medical issue and the employee's previous history. Disputed cases in this area may be resolved informally between the Local Chairman of jurisdiction and appropriate CSXT Officer without establishing precedent in any future case; neither does this letter inhibit BLET's rights to progress any appeal in this area. Cases not resolved locally may be progressed as provided in Article 32 Disputes Resolution Committee.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

CSX TRANSPORTATION

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April 25, 2007

Side Letter #2

T. Smith, General Chairman
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D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Pool Regulation

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. The parties are in agreement that Article 73 Mileage Regulation Through Freight Service is subject to amendment is in need of revision, due in part, to the various differences in the length of runs and cycle times between pools.

We are committed to exploring various options to address the unintended inequities which may be in the present article. In this regard, the parties will meet on at least a monthly basis, beginning no later than September 1, 2007 in an attempt to reach agreement on revised regulation factors. In the interim, status quo will be maintained until this matter reaches resolution.

Should the parties be unsuccessful in their efforts by June 30, 2008, either side may refer the matter to mediation; or if mutually agreeable, to binding arbitration.

It was also CSXT's position that all rest days should be compulsory. The organization expressed concern regarding compulsory rest days for unassigned freight pools. Therefore, it was agreed that the Disputes Resolution Committee would retain jurisdiction of the distribution of compulsory rest days in pools only. All pool engineers will have the option, where applicable, to turn off all rest days until December 31, 2007. During that time period, the Disputes Resolution Committee will establish a phase-in plan for compulsory rests days in pool service.

Very truly yours,

S. E. Orable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

R A Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #3

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Standing Bid – Electronic Bid System

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. The Standing Bid - Electronic Bid System (hereinafter "EBS") is designed to govern the assignment of positions by seniority in an automated fashion by means of preferences designated by locomotive Engineers.

This procedure permits Employees to submit their choice for assignments in order of preference and such assignments for award based upon their qualifications and relative seniority standing.

A. During those discussions we resolved the following issues involved with the EBS: (A) Job Adjustment Day; (B) Emergency conditions and annulments (C) Computer programming and implementation; (D) Training for local chairman and tutorial for all users. In order to make this standing bid system work fairly, it is understood job

abolishments will be effective at 0001 on Monday. If abolishments are effective on any other day of the week, the incumbent will remain in place and be compensated in accordance with Article 75 Annulment of Assignments, paragraph F. The Engineer will be reassigned pursuant to his preference on the next job adjustment day. Engineers whose assignments have been annulled may be called for extra work when the roster is run but will not be subject to discipline for missing a call.

B. The parties agreed that Job Adjustment Day occurs on Monday. The parties acknowledge that JAD and the start of vacation must occur concurrently. Subsequent to the implementation of the EBS, the parties will monitor its performance. In the event that the parties determine moving the JAD to another day of the week is more practical, such amendment to the EBS will occur through unanimous concurrence of the Disputes Resolution Committee

C. The parties acknowledged that occasional events occur which could disrupt the intent of the EBS. Such events would include severe mainline derailments, hurricanes and other catastrophic occurrences. In cases of "emergency" resulting in a shut down or substantial reduction in railroad operation, employees will be granted payment of a basic day until service resumes or the next JAD. In case of an extended service disruption or national emergency, the HDO and General Chairman will consult on how to resolve the manpower issue. Where service interruptions extend beyond 24 hours, equitable handling of manpower will occur between the Highest Designated Officer and the General Chairman of Jurisdiction.

D. The parties recognize that the standing bid system will require substantial computer programming. During the course of programming and development, the Disputes Resolution Committee. will be provided periodic updates on the system progression culminating in a 15-day notice prior to implementation.

Prior to implementation of the EBS, CMC will conduct a formal meeting with the Disputes Resolution Committee to demonstrate the mechanics of the EBS. Once the Disputes Resolution Committee has indicated that the system reflects the intent of the agreement, subsequent meetings and training with the local chairmen will be afforded. A tutorial will be available at the implementation of the system for all users. Once the meetings have been conducted, CSXT will issue a system bulletin publishing the date of the first Job Adjustment Day (JAD). For the first thirty (30) days after the initial JAD, CMC will provide a manned hotline for local chairmen to specifically handle EBS issues.

It is agreed the EBS process will be monitored by the CSXT/BLET Disputes Resolution Committee to resolve any problems with the deployment of the new system.

Very truly yours,

S. E. Orable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #4

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Work Rest

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was understood that the Single System Agreement did not mandate the end of work/rest experiments. Either party remains free to propose any such experiment on a General Committee basis. Such experiments must be voluntary and agreed to in writing between the General Chairman of jurisdiction and the Highest Designated Officer.

We agreed that current work rest projects would remain unaffected by this agreement. Local Chairmen will be able to accept 7/2 or 6/1 and 5/2 or 5/1 extra boards where qualified under the applicable rule to replace any existing work-rest experiment with proper notification. Additionally, the parties concurred that new work rest initiatives are not barred under this new agreement.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side letter # 5

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Absenteeism record refresh; CMC reduction in Vacation/PL caps

Gentlemen:

This letter will serve to confirm our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. In recognition of the Standing Bid – Electronic Bid System (hereinafter, "EBS"), the following issues were agreed:

1. Effective with the implementation of EBS all discipline related to absenteeism will be removed from consideration when assessing future discipline on the effective date of this Agreement and will not be referred to by either party in handling. All attendance charges issued prior to the effective date of this Single System Agreement will be handled in the normal manner.

2. BLET has protested CMC's practice of reducing vacation caps and personal leave day entitlements at various locations. CMC has historically employed this measure on weekends to combat shortages of Engineers. It is understood CMC may only reduce, cancel or eliminate vacation (daily or weekly) and/or personal leave caps pursuant to the Agreement.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: PT Sorrow
P. T. Sorrow

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April 25, 2007

Side letter # 6

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Claims Moratorium

Gentlemen:

This letter will serve to confirm our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007.

The parties agree that on the effective date of the Single System Agreement, there will be a one (1) year moratorium on all appeals of claims submitted arising from the Single System Agreement.

Appeals of claims submitted during the moratorium period will be reviewed by the Disputes Resolution Committee. Where consensus exists on the Disputes Resolution Committee, claims will be resolved accordingly. Claims not resolved will be handled in the normal manner at the end of the one (1) year period.

Pursuant to our discussion and in recognition of this cooperative venture under Single System Agreement, CSXT will attempt to resolve all timely submitted claims prior to the effective date of this agreement except those arising under protective conditions. The General Chairmen and Highest Designated Officer's of jurisdiction will meet during this one (1) year moratorium period to resolve the past case load. Claims not resolved will be referred to a "mini-board" for each General Committee. Submissions will be limited to one (1) page and cases with an economic value of less than $1,000.00 will be resolved by a bench decision by the neutral party. The parties will develop a uniform PLB agreement for all involved General Committees to govern this process.

Very truly yours,

S. E. Orable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

CSX TRANSPORTATION

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April 25, 2007

Side Letter # 7

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
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Re: Locomotive Conditions

Gentlemen:

This refers to our discussion which led to the Single System Agreement between CSXT and BLET dated April 25, 2007

The parties are in agreement with respect to the provisions of Article 35 Locomotive Standards that CSXT is not required to retrofit any locomotive to the standards provided in Paragraph "D" thereof unless required by the FRA. CSXT will continue to make reasonable efforts to provide an engineer with an air conditioned locomotive as the lead locomotive if available within the engine consist, pursuant to this Agreement.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side letter # 8

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Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Health and Welfare

Gentlemen:

This letter refers to discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. We agreed that the parties would maintain their powers of attorney with their representatives at the national level to resolve any and all Section 6 notices related to Health and Welfare issues including any and all Health & Welfare eligibility requirements. When a national agreement for BLET Health and Welfare is consummated, it will be applied to the parties signatory to this agreement. Pending settlement of the National Agreement, the current Health and Welfare Benefits will be maintained.

Vacation qualification and health benefits maintenance as specified in Side Letters #6 and #7, respectively, of the 1991 National Agreement, are specifically retained, except as may be modified by subsequent local or National bargaining. Additionally, Side Letters # 6, #7, #8, #11, #13 and #18 of the CSXT 1996 system agreement will also be specifically retained.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side letter # 9

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Uniform Weight on Drivers; Guarantee Extra List Buyout

Gentlemen:

This letter refers to discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was agreed that the following issues would be monitored closely by the Disputes Resolution Committee.

During the course of bargaining, both parties expressed interest in establishing a unified rate for yard service. This matter will be referred to the Disputes Resolution Committee with the expectation that in the 1st year after the effective date of this agreement, an equitable weight on drivers will be selected for all yard service on CSXT. In the event that the parties are unable to reach consensus within two (2) years of the effective date of this agreement, the matter will be referred to final and binding arbitration under Section 3 of the Railway Labor Act. Once the uniform yard rate is enacted such 5-day yard rate will apply to all assignments earning yard rate.

Very truly yours

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side letter #10

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Decertified Engineers Working as Trainmen

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. We agreed that Engineers decertified and suspended pursuant to F.R.A regulations will be permitted to exercise their train service seniority pending reinstatement of their certification, subject to their physical restrictions and qualifications for the assignment to which bidding.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter # 11A

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Brotherhood of Locomotive Engineers & Trainmen
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Re: Former SCL & Former L&N Expiration on Line of Road

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was acknowledged that the Organization was not satisfied with CSXT's reliability in providing transportation promptly to engineers expired on the line-of-road under the Hours of Service law. Each General Committee cited examples of this problem. It was agreed the Labor Relations Department would facilitate action by the Transportation Department and Network Operations Center to address and minimize this problem. Upon request by either a particular General Chairman or the Disputes Resolutions Committee such meeting with the appropriate company officials will be arranged on an as needed basis. BLET will supply the necessary documentation to review these incidents thoroughly. It was understood that this approach was not intended to limit BLET's right to pursue this matter with the Federal Railroad Administration, if necessary.

When CSXT does not call a crew for this specific relief service, the following options are available in any order:

a. use a yard Engineer if the train was within 25 miles of the terminal;
b. use a road switcher/ mine run assignment within its working limits;
c. use an available pool Engineer from the same pool to pick up the train while en route to the final destination;
d. use an Engineer deadheading to the destination terminal

It was agreed that current property practices for relief of Hours of Service trains would remain in effect for one year from the effective date of the Single System Agreement. At that time, the Disputes Resolution Committee will issue an interpretation denoting the uniform practice for Hours of Service relief under this Single System Agreement. In the event the Disputes Resolution Committee is deadlocked or unable to resolve this matter, it will be referred to final and binding arbitration under Article 32.

During the interim period when the manager of jurisdiction elects to call an Engineer for Hours of Service relief he must:

1. Use an extra Engineer for former SCL work.

2. Follow the localized past practice for former L&N/C&O work.

Very truly yours,

S. E. Orable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

CSX TRANSPORTATION

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April 25, 2007

Side Letter # 11B

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274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Former B&O Expiration on Line of Road

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. The parties have had numerous discussions concerning the proper calling sequence for engineers relieving pool turns who have expired under the Hours of Service law. It was agreed that, effective immediately, unless specified below, a relief crew from the same pool will be called if there are no available on duty crews to perform such service..

On duty engineers that may be properly used to perform relief service for Hours of Service trains, in no particular order are:

a. A yard engineer if the train was within 25 miles of the yard switching limits;

b. An available road engineer, while enroute to the same final destination terminal as the Hours of Service train and within the advertised limits of his assignment;

c. A road switcher/ mine run engineer while working within his advertised limits;

d. An engineer deadheading to the same final destination terminal as long as the Hours of Service train is in the working limits of his assignment.

If required to call an engineer and if there are no pool turn engineers available at the same final destination terminal to call from the same pool to protect the relief service, an engineer from the same final destination terminal extra board (if one exists) should be called, if none are available, then an engineer from the next closest extra board will be used.

It is understood that Interdivisional/Intradivisional Service, Regularly Assigned Through Freight Runs, Locals, Work Trains and all other non-revenue freight will be protected and relieved by extra board engineers. If there is not an extra board at the final destination terminal, the same pool will relieve the same pool. When using a pool at the away from home terminal, Article 51 Trips out of Away From Home Terminal will govern.

Very truly yours,

S. E. Orable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter # 12

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6 Fairfield Boulevard, Suite 12
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Re: National and Local Agreement Continuation

Gentlemen:

This refers to our discussion which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. The parties were concerned about preserving certain local agreements and listing them in Appendices to the Single System Agreement (SSA). It was agreed the General Chairmen would provide a list of such agreements to the HDO for review and concurrence. Local agreements not in conflict with the provisions of the Single System Agreement then would be listed and remain in effect, subject to cancellation provisions peculiar to each.

All Articles written by the parties for the Single System Agreement would be read and interpreted not to the exclusion of, but in harmony with all National Agreements. Since certain provisions of earlier National Agreements may be less relevant to current day-to-day operations, it was agreed for consideration of space not to reproduce them in the Appendices. Conflicts between the provisions of National Agreements and those of the Single System Agreement shall be resolved in favor of the Single System Agreement. Provisions of the National Agreements which are reproduced in the Appendices are to be applied even though not specifically referenced in the Single System Agreement Articles. For instance, provisions related to

Road/Yard movements, Incidental Work and Pay Rules are covered in greater detail in the National Agreements and are preserved in application, unless specifically amended by the Single System Agreement. It is understood the $6.00/0.06 including wage increases applied thereto rolled into the rates under the CSXT 1996 agreement is unaffected.

Very truly yours,

S. E. Orable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side letter # 13

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Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Forgiveness of Discipline

Gentlemen:

This letter will serve to confirm our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. The following is applicable to an Engineer with at least five (5) years of engine service seniority:

> A clear record for the first or second 6 months of a calendar year will cancel one (1) disciplinary entry on the employee's service record for each six month period or a maximum of two per year.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter # 14

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274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Vacation caps

Gentlemen:

This refers to our discussion which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During the course of our discussions, both parties agreed that the EBS should increase the availability of locomotive engineers. The Organization contended that where the needs of service permit, vacation availability should be increased beyond the previously set "cap" at a particular location. In cases where sufficient number of active locomotive engineers are available at a location for a day or a week, increased vacation eligibility should be afforded. Article 18 Summary of Vacation Agreement mandates the Crew Management Center (CMC) to act reasonably in this area.

The Organization has demanded that significant penalties be assessed the company, in the event CMC fails to meet its good faith obligation in this regard. Each location has unique idiosyncrasies governing its manpower needs. Therefore, in order to address this matter, the parties have agreed to the following approach:

1. The parties will monitor vacation handling for one year after the inception of EBS. If at any time during that one year it becomes clear to a majority of the Disputes Resolution Committee that the intent of Article 18 Summary of Vacation Agreement is being ignored by CMC, immediate action will be taken to correct such problem.

2. If at the end of the one year period the Organization is not satisfied with the company's administration of this matter, the issue may be referred to final and binding arbitration.

3. This understanding will be provided to the neutral party to memorialize CSXT's commitment that financial penalties are an acceptable alternative as a remedy for the neutral party to employ in his resolution of any such potential dispute.

Very truly yours

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

CSX TRANSPORTATION

Stephen E. Crable
Vice President-Labor Relations

Labor Relations
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Jacksonville, FL 32202

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April 25, 2007

Side Letter # 15

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Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Vacation Factor

Gentlemen:

This refers to our discussion which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. The parties were unable to resolve a disagreement concerning the proper application of the factored number of vacation days requisite to achieve vacation credit in any given year. The Organization contends 234 days is the proper number based on past practice and its interpretation of the governing collective bargaining agreements. CSXT has applied 240 factored days for 2007 vacation eligibility. BLET contends this action was taken without notice and CSXT has denied dozens of its members vacation for 2007.

The parties agree to resolve this matter as follows:

1. Any locomotive Engineer who earned 234 factored vacation days in 2006 will be granted 2007 vacation or the cash equivalent.

2. The parties will continue to examine this matter under the auspices of the Disputes Resolution Committee. If the matter is not resolved by September 1, 2007, it will be referred to expedited arbitration for a final and binding ruling.

3. CSXT agrees that BLET will not be placed in an inferior position on this issue if a resolution of this issue is concluded with another union representing train and engine employees.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter # 16

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Wages in U.S. Dollars

Gentlemen:

This refers to our discussion which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was acknowledged that those locomotive Engineers governed by this Agreement and headquartered in Canada will be paid in U.S. Dollars as is our current practice.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #17

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Article 61 Qualifying on Territory

Gentlemen:

This refers to our discussion which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During our discussion concerning qualifying, we agreed that engineers who were unable to hold an engineer's position on territory where they were qualified in their zone/sub-zone/district (whichever term applies to the individual former property) would be considered as having been forced to another location to protect his engineer's seniority. In these instances, if the engineer has to travel more than fifty (50) miles from his previous supply point, (or residence if closer) he will be paid at the Engineer's rate of pay to train at CSXT's expense and will be provided meals and lodging during the days engaged in training.

Should an Engineer stand for work as an Engineer on territory where he has been previously qualified, any seniority move to a position within that territory that he has not been qualified on will be considered as a "voluntary" move and no training expenses will be allowed if other positions within that territory are available by seniority. This letter does not supercede "flowback" agreements where applicable.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: PT Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #18

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Brotherhood of Locomotive Engineers & Trainmen
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Ponte Vedra Beach, FL 32062

Re: Duplicate Time Payments

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During the course of our negotiation, we spoke at length about the proper application of "duplicate time payments" under the Arbitration Award No. 458. That Agreement froze the rate of pay for those eligible (pre-1986) and disallowed payment for those hiring subsequent to the National Agreement (post-1986). It was clear to all parties that ITD and FTD fell under this application. It was also acknowledged that where an arbitrary is paid at the frozen rate for "time" performing service, in addition to actual miles run, such payment falls under the intended application of the 1986 National Agreement. Those payments are time outside or inside yard limits (relief service) for yard engineers (up to twenty-five (25) mile for hours of service relief (time only, not miles run) and up to twenty (20) miles for customer service requirements (time only, not miles run)), more than one class of road service (time only, not miles run), doubling hills (time only, not miles run) and lap backs (time only, not actual miles run).

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #19

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Brotherhood of Locomotive Engineers & Trainmen
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Ponte Vedra Beach, FL 32062

Re: Reverse Lodging

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was acknowledged that those Engineers who enjoy a "reverse lodging" arrangement require relaxation of some rule applications. It is understood that reverse lodgers may claim additional rest (eight or ten hours undisturbed rest) at their away-from-home terminal under any circumstance without any negative consequences.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #20

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Ponte Vedra Beach, FL 32062

Re: Helper Service

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During the course of those discussions, it was acknowledged that Article 67 Helpers/Pushers permitted CSXT to establish new helpers/pushers at the through-freight rate of pay. Any helper/pusher working under Article 67 Helpers/Pushers may only push another train. If such helper/pusher were required to perform any other type of service, an additional day's pay would be due. Existing helpers/pushers working under special agreements are intended to remain as is. If an existing helper/pusher working under a special agreement subject to cancellation is cancelled and subsequently re-established under Article 67, it will retain prior established working limits of the cancelled assignment, but otherwise fall under the conditions of Article 67 Helpers/Pushers. Any dispute arising under this Article will remain under the jurisdiction of the Disputes Resolution Committee.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #21

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Ponte Vedra Beach, FL 32062

Re: Assigned Service/Waiting Time

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During the course of our negotiations, we reviewed assigned service/waiting time issues in detail. The parties agreed to defer a uniform article governing this matter to the Disputes Resolution Committee. During the interim period each General Committee party to this agreement will retain its existing rules, if any, for assigned service and waiting time. The Disputes Resolution Committee will convene at least four times during the first year of the Single System Agreement to develop an assigned service/waiting time Article that equitably reflects the interests of all members of the Disputes Resolution Committee.

If the parties are unable to develop the uniform assigned service/waiting time Article within a reasonable time frame after the expiration of year one of the Single System Agreement, any member of the Disputes Resolution Committee may refer the matter to arbitration.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #22

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Ponte Vedra Beach, FL 32062

Re: System Seniority

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. BLET expressed a desire to have system seniority for Engineers throughout CSXT. It was agreed there was insufficient time to reach agreement on the complex and important issue without unnecessarily delaying the completion of the Single System Agreement. Therefore, it was determined the parties may pursue this issue in the months following ratification of this Agreement.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #23

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6 Fairfield Boulevard, Suite 12
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Re: BLET SSA Implementation Issues and Understandings

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During the negotiations, we agreed to the following:

1. Engineers eligible for a sixth week of vacation in 2007 will not be provided time off since the vacation rosters are already programmed for this year. Such eligible Engineers will be paid the economic value of said sixth week of vacation prior to September 30, 2007.

2. The parties were unable to completely resolve the issue concerning co-located bi-weekly extra boards at terminals required to advertise a guaranteed daily Engineer's extra board. Notwithstanding our current impasse, the parties agree to pursue this matter further under the provisions governing the Dispute Resolution Committee.

3. It is recognized that arrangements will be necessary to program Personal Leave Days for Engineers under the revised formula in this Agreement. Payroll will program such active Engineers on December 15 of each year for their rightful allotment in the following year.

4. Parties were unable to resolve an issue concerning the proper calculation of rates of pay subsequent to the BLET National Agreement and 1996 CSXT Labor Agreement No. 1-014-96. The matter will be listed with the Disputes Resolution Committee for a final review. If the parties are unable to resolve the matter, it will be referred to the BLET National and the NRLC or to arbitration.

Very truly yours,

S. E. Orable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #24

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: L&N Preservations

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. During the bargaining, several issues unique to the former L&N property arose as follows:

1. It is formally understood the BLET/L&N General Committee retains existing jurisdiction for hostlers and apprentice Engineers on its existing territory only.

2. Rate schedules for L&N apprentice Engineers will be adjusted pursuant to the GWI and COLA terms of the BLET National Agreement at the time such Agreement is implemented.

3. L&N Guaranteed pools where currently in existence pursuant to the former L&N/BLET will be regulated in accordance with Article 82 positions, but cannot be discontinued except by mutual agreement of the General Chairman and HDO or through Section 6 of the RLA.

4. CSXT agrees to meet with the L&N General Chairman as needed to modify or replace the current Corbin and Southwest Zone Agreements. If the parties are unable to conclude a satisfactory resolution by the end of 2007, the matter is subject to expedited arbitration.

5. Freight Pools on the L&N are synonymous with 1st pools and 2nd pools or common pools are synonymous with Extra Boards.

Very truly yours,

S. E. Orable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #25

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: COLAs

Gentlemen:

This refers to our discussions which led to the BLET/CSXT Single System Agreement (SSA) dated April 25, 2007. During the course of our discussions, it was agreed to include a signing bonus and 3% general wage increase effective January 1, 2007. These payments address the time frame from July 1, 2005 when the last National Agreement and the effective date of our new SSA. During this interim period, three (3) cost-of-living adjustments (COLA) were applied under the National Agreement.

It is CSXT's position that these COLA increases totaling $0.62 per hour should be backed out of the daily rates of pay before applying the 3% increase to establish new rates on the effective date of this Agreement. Conversely, the Organization maintains that the COLA increases are a matter of negotiation and that such increases from July 1, 2005 should maintained and the 3% General Wage Increase should be applied to the existing rates as of January 1, 2007. In an effort to resolve this issue it was agreed without prejudice to either party's position that the COLA increases of $0.62 per hour will be backed out of the daily rates before applying the 3% General Wage Increase. This COLA application will remain under review until the BLET

National Wage Increase is settled. It was agreed in this respect that the COLA application will also be governed by the next BLET National Agreement. If, as a part of the general compensation package nationally, some or all of the COLA noted above is rolled into daily rates, CSXT will make an identical adjustment. If a COLA roll-in occurs as a distinct trade-off for a productivity improvement, the matter will be referred to the DRC for handling and potential adjustment of the daily rates. If BLET is not satisfied with the manner in which these COLAs have been handled, it will retain its rights to arbitrate the matter pursuant to Article 32 for a period of one year beyond the date the BLET National Wage Increase is settled.

Very truly yours

S. E. Orable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #26

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Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Signing Bonus

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was agreed Certified Locomotive Engineers with an active employment relationship will be paid the signing bonus. It was also understood the signing bonus contemplated "back pay" for the period of July 1, 2005 through the effective date of this Agreement. Demoted Engineers receiving this payment are eligible for any back pay, signing bonus, etc., in excess of $2500 under another collective bargaining agreement.

Certified Locomotive Engineers who are inactive due to discipline or disability will be paid such signing bonus after they return to service. Certified Locomotive Engineers on leaves of absence will be eligible for this payment only if they return to service prior to the effective date of this Agreement. Any Certified Locomotive Engineer who does not obtain a payment of this nature under any applicable collective bargaining agreement will be handled under this Agreement. Any unique case not readily resolved by Labor Relations will be referred to the Disputes Resolution Committee.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #27

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Transfer Service

Gentlemen:

This refers to our discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. CSXT agrees to maintain Article 36 of the former L&N Agreement governing yard transfer assignments as follows:

1. Where such assignments are currently in place, they will be retained subject to the needs of service.

2. At those locations listed under Article 36 of the former L&N Agreement and no transfer assignments currently exist, any future assignment dedicated to transfer service will be governed by Article 36 of the former L&N Agreement.

3. No transfer service will be required at any location not mentioned in Article 36 of the former L&N Agreement.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #28

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Ponte Vedra Beach, FL 32062

Re: Special Pay Differential

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was acknowledged during our negotiations that certain B&O/C&O Engineers would retain a Special Pay Differential (E-9) linked to crew consist agreements on those properties. Such Engineers will retain these payments when working with a crew consist eligible conductor.

Constructive Code 19 is currently paid to most CSXT Engineers at the present rate of $3.36. On the effective date of this Agreement, this "lonesome pay" allowance will be increased to reflect the three percent (3%) wage increase and any Cost-of-Living adjustment back-out, if applicable. This payment will therefore be retained in this Agreement under the same protocols existing prior to the effective date of this Agreement. Any issues related to Special Pay Differential or lonesome pay will be resolved by the Disputes Resolution Committee.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #29

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Brotherhood of Locomotive Engineers & Trainmen
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Re: Weight on Drivers

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was agreed that the current allowance for weight on drivers would be subject to review by the Disputes Resolution Committee. If increases in locomotive power produced by the manufacturer thereof, the number of pounds per axle will be increased in an equitable manner based on a resolution by the Disputes Resolution Committee.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #30

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6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Health and Welfare Co-Pay

Dear Mr. Sorrow:

This refers to our discussions which led to the CSXT/BLET Single System Agreement dated April 25, 2007. It is anticipated that the monthly "co-pay" for a locomotive engineer will increase under the tentative National Agreement from $130.23 to $166.25, an increase of $36.02 per month.

This increase is effective January 1, 2007 and the difference is applicable against any back pay or bonus paid as part of the National Agreement or our Single System Agreement, should one or both pass ratification. CSXT has agreed to waive recovery of this monthly differential $36.02 for the first five (5) months of 2007, in the event the tentative Single System Agreement ratifies. This amounts to a savings of $180.10 per employee. If the foregoing reflects our understanding, please sign in the space provided below.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

CSX TRANSPORTATION

Stephen E. Crable
Vice President-Labor Relations

Labor Relations
500 Water Street (J455)
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April 25, 2007

Side Letter #31

T. Smith, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
P. O. Box 1207
Troy, AL 36081-1207

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Locomotive Engineers in Canada

Gentlemen:

This refers to our discussions concerning the anticipated establishment of the BLET/CSXT Single System Agreement. There are a number of locomotive engineers subject to this Agreement who are headquartered in Canada. These employees have been unable to participate in the BLET 401(k) plan administered by Merrill-Lynch. These employees have been unable to participate in this retirement savings vehicle due to the laws governing them in Canada. You expressed concern that such employees are suffering an unfair disadvantage because of the enhancements provided in the amended 401(k) plan.

This matter is very complex and requires a great deal of research to develop in a thorough and thoughtful manner. It is agreed that it will be referred to the Disputes Resolution Committee (Article 32) for handling. It will be considered among the top two or three items for resolution at the first meeting of the Committee. If the partisan members are unable to conclude a mutually agreeable resolution of this issue within six (6) months of the effective date of the Single System Agreement, it will be the Organization's unilateral option to advance this matter to final and binding arbitration.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: PT Sorrow
P. T. Sorrow

CSX TRANSPORTATION

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April 25, 2007

Side Letter #32

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Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Off Days in Pools or Regular Assignments

Gentlemen

This refers to the discussions which led to the Single System Agreement between CSXT and BLET dated April 25, 2007. It was acknowledged during our negotiations that certain pools and regular assignments, due to the characteristics built into the work schedules, have a lay over of such length of time at the home terminals that provide the Engineers working such to already have more than adequate time off, thus satisfying the reasons intended by Article 45.

It was agreed that where it is the case, those Engineers on such assignments will have the ability, if they so desired, to turn off their allocated rest day(s). This applies to all pools or regular assignments with non-rotating rest days, either one (1) per week or two (2) bi-weekly.

Very truly yours

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #33

T. Smith, General Chairman
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D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Weekend Attendance Award

Gentlemen:

This refers to our discussions concerning the establishment of the weekend attendance award (Article 5) under the tentative BLET/CSXT Single System Agreement. You have requested that the first six (6) month eligibility period be made retroactive to January 1, 2007. The Company's position on Article 5's intent is that the first six (6) month eligibility period should commence on July 1, 2007.

Nevertheless, CSXT has a vested interest in this Agreement, as well as better weekend attendance. Therefore, effective with the date the tentative Agreement is signed, an interim eligibility period will be established from said date on or about April 17, 2007 through June 30, 2007. This will permit every engineer to start with a clean slate and earn an award from the first day of the Agreement. Since the interim period is less than ninety (90) days, the award will be ten (10) shares of CSXT stock. The first, full eligibility will commence thereafter on July 1, 2007.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

CSX TRANSPORTATION

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April 25, 2007

Side Letter #34

T. Smith, General Chairman
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D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Pre-existing Bi-weekly Extra Boards; Personal Leave and Holidays

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET and which is currently in the process of ratification.

It was understood that the Single System Agreement would have no affect on the pre-existing bi-weekly extra boards, e.g., Montgomery, Alabama and Greenwood, South Carolina. These extra boards would not be abolished nor would their rates be affected, except as may be provided by the local agreement specific to each.

It was also agreed the application of Articles 16 and 17, related to Personal Leave Days and Holidays would be as determined in Award SP-02-01, rendered by Neutral E. H. Benn in April 2002.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

CSX TRANSPORTATION

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April 25, 2007

Side Letter #35

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274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Former L&N Preservations

Gentlemen:

This refers to our recent discussions concerning the BLET/CSXT Single System Agreement. This letter will serve to clarify two points related to local BLET L&N practice as follows:

1. It is understood that both reserve pool and reserve engine service agreements for your general committee will be preserved in the appropriate appendix of the Single System Agreement.

2. The Memorandum of Agreement dated October 24, 1975 between the L&N BLE General Chairman and L&N HDO covering yard engineers relieving Hours of Service trains remains in full force and effect. We agree this arbitrary is considered a duplicate time payment such as ITD/FTD and will be paid only to those eligible under the national guidelines for such payments.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #36

T. Smith, General Chairman
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274 Highway 310
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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Article 35

Gentlemen:

This refers to our discussions which led to the April 25, 2007 Single System Agreement between BLET and CSXT. Article 35 of the Single System Agreement governs locomotive standards. It is understood that this Article does not serve to supercede or eliminate any existing national agreement creating locomotive cab committees on various Class I Railroads. CSXT and BLET currently have such a "cab committee" in place and the establishment of our new Single System Agreement will not curtail its activity.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #37

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Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Agreement Distribution

Gentlemen:

This refers to the discussions which led to the Single System Agreement between CSXT and BLET and which is currently in the process of ratification.

We agreed, as part of the overall settlement that CSXT would be responsible for printing and mailing costs associated with the ratification process required by BLET, including the address and stamped envelopes for ballots to be returned to the BLET International offices. Subsequent to ratification of the Agreement, CSXT would then provide the Organization with appropriate binders for distribution to Engineers for their Agreement. Any amendments or page changes to the Agreement would then be made available to the General Chairmen for their distribution to the Engineers represented by each.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: PT Sorrow
P. T. Sorrow

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April 25, 2007

Side Letter #38

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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Articles 48 and 55

Gentlemen:

This refers to the discussion which led to the April 25, 2007 Single System Agreement between BLET and CSXT. Articles 48 and 55 contain various rules covering the administration of yard switchers and road switchers. Each Article requires the Company to advertise a new position the following week if extra assignments are called at the same time, same location, three (3) days in a row or five (5) out of seven (7) days in a week. This obligation will be programmed in conjunction with the EBS. However, in order to implement the rule immediately, BLET Local Chairmen will be authorized to require CMC to advertise such positions during the interim period. Such Local Chairmen should provide CMC adequate documentation to support their demand. Once EBS is rolled out this understanding will be eliminated.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

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April 25, 2007

Side Letter #39

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Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Article 16 (Personal Leave Days)

Gentlemen:

This refers to the discussion which led to the April 25, 2007 Single System Agreement between BLET and CSXT. During our discussions in connection with Article 16 (Personal Leave), it was the Carrier's position that additional Personal Leave Days that may be due in calendar year 2007 could not be scheduled as Personal Leave Day limits had already been set.

Therefore, it was agreed, for calendar year 2007 only, any additional Personal Leave Day entitlements specified in Article 16, would be paid by September 30, 2007 without time off at the rate of 500,000 lbs. weight-on-drivers of the last class of service performed.

Very truly yours,

S. E. Crable

Agreed: _____
T. Smith

_____
D. L. Moates

_____
R. A. Finamore

Approved: _____
P. T. Sorrow

CSX TRANSPORTATION

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Vice President-Labor Relations

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April 25, 2007

Side Letter #40

T. Smith, General Chairman
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Brotherhood of Locomotive Engineers and Trainmen
274 Highway 310
Etowah, TN 37331

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

Re: Articles 40, 42, 45, 74, 75, 81

Gentlemen:

This refers to our discussion which led to the BLET/CSXT Single System Agreement dated April 25, 2007. Side Letter #3, Section D of the aforesaid agreement grants management additional time from the effective date of the Single System Agreement to implement those rules linked to the Electronic Bid System (EBS). It is the company's position that the following Articles are EBS-related and will be activated at the time the EBS is rolled out: Articles 40E, 42, 45B, 74, 75 and 81. All of the other Articles have been implemented.

All of the above-noted Articles will take substantial programming to integrate with the EBS. It was agreed that during this transitional period engineers could avail themselves of the benefits of Article 40E (beginning May 19, 2007) by calling CMC prior to 1600 hours and notify the crew dispatcher that he is not available for service. Such engineers must be granted such time off unless it is clear that no other employee at the location (includes demoted engineers) is available to protect the service. Such engineers electing to use the benefits of Article 40E will not be subject to any loss of guarantee, perfect attendance consideration or inclusion of such authorized time off in any absenteeism calculation. Any disputes arising out of this understanding will be resolved by the General Chairman of jurisdiction and the HDO exclusively.

Very truly yours,

S. E. Crable

Agreed: Tony Smith
T. Smith

Don Moates
D. L. Moates

RA Finamore
R. A. Finamore

Approved: P T Sorrow
P. T. Sorrow

# ATTACHMENTS

1) **Non-Rotating Rest Day Table**

2) **Rotating 7/2 Rest Day Table**

3) **Non-Rotating 6/1-5/2 Rest day Table**

## ATTACHMENT #1

**Non-Rotating Multiple Rest Day Table**

| Rest Days Week 1/2 | Number of Turns |
|---|---|
| M-T-1 | 1 |
| T-W-2 | 2 |
| T-F-2 | 3 |
| S-S-1 | 4 |
| S-M-2 | 5 |
| W-T-1 | 6 |
| F-S-1 | 7 |
| M-T-2 | 8 |
| T-W-1 | 9 |
| T-F-1 | 10 |
| S-S-2 | 11 |
| S-M-1 | 12 |
| W-T-2 | 13 |
| F-S-2 | 14 |
| M-T-1 | 15 |
| T-W-2 | 16 |
| T-F-2 | 17 |
| S-S-1 | 18 |
| S-M-2 | 19 |
| W-T-1 | 20 |
| F-S-1 | 21 |
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**Non-Rotating Multiple Rest Day Table**

| Rest Days Week 1/2 | Number of Turns |
|---|---|
| M-T-2 | 22 |
| T-W-1 | 23 |
| T-F-1 | 24 |
| S-S-2 | 25 |
| S-M-1 | 26 |
| W-T-2 | 27 |
| F-S-2 | 28 |
| M-T-1 | 29 |
| T-W-2 | 30 |
| T-F-2 | 31 |
| S-S-1 | 32 |
| S-M-2 | 33 |
| W-T-1 | 34 |
| F-S-1 | 35 |
| M-T-2 | 36 |
| T-W-1 | 37 |
| T-F-1 | 38 |
| S-S-2 | 39 |
| S-M-1 | 40 |
| W-T-2 | 41 |
| F-S-2 | 42 |
| M-T-1 | 43 |
| T-W-2 | 44 |
| T-F-2 | 45 |
| S-S-1 | 46 |
| S-M-2 | 47 |
| W-T-1 | 48 |
| F-S-1 | 49 |
| M-T-2 | 50 |

## ATTACHMENT #2

**7/2 Rotating Off Day Table**

| Off Days/ Turn | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mon | Off | | | | | | | | | Off | | | | | | | | |
| Tue | Off | Off | | | | | | | | Off | Off | | | | | | | |
| Wed | | Off | Off | | | | | | | | Off | Off | | | | | | |
| Thu | | | Off | Off | | | | | | | | Off | Off | | | | | |
| Fri | | | | Off | Off | | | | | | | | Off | Off | | | | |
| Sat | | | | | Off | Off | | | | | | | | Off | Off | | | |
| Sun | | | | | | Off | Off | | | | | | | | Off | Off | | |
| Mon | | | | | | | Off | Off | | | | | | | | Off | Off | |
| Tue | | | | | | | | Off | Off | | | | | | | | Off | Off |
| Wed | Off | | | | | | | | Off | Off | | | | | | | | Off |
| Thu | Off | Off | | | | | | | | Off | Off | | | | | | | |
| Fri | | Off | Off | | | | | | | | Off | Off | | | | | | |
| Sat | | | Off | Off | | | | | | | | Off | Off | | | | | |
| Sun | | | | Off | Off | | | | | | | | Off | Off | | | | |
| Mon | | | | | Off | Off | | | | | | | | Off | Off | | | |
| Tue | | | | | | Off | Off | | | | | | | | Off | Off | | |
| Wed | | | | | | | Off | Off | | | | | | | | Off | Off | |
| Thu | | | | | | | | Off | Off | | | | | | | | Off | Off |
| Fri | Off | | | | | | | | Off | Off | | | | | | | | Off |
| Sat | Off | Off | | | | | | | | Off | Off | | | | | | | |
| Sun | | Off | Off | | | | | | | | Off | Off | | | | | | |
| Mon | | | Off | Off | | | | | | | | Off | Off | | | | | |
| Tue | | | | Off | Off | | | | | | | | Off | Off | | | | |
| Wed | | | | | Off | Off | | | | | | | | Off | Off | | | |
| Thu | | | | | | Off | Off | | | | | | | | Off | Off | | |
| Fri | | | | | | | Off | Off | | | | | | | | Off | Off | |
| Sat | | | | | | | | Off | Off | | | | | | | | Off | Off |
| Sun | Off | | | | | | | | | Off | | | | | | | | Off |
| Mon | Off | Off | | | | | | | | Off | Off | | | | | | | |
| Tue | | Off | Off | | | | | | | | Off | Off | | | | | | |
| Wed | | | Off | Off | | | | | | | | Off | Off | | | | | |
| Thu | | | | Off | Off | | | | | | | | Off | Off | | | | |
| Fri | | | | | Off | Off | | | | | | | | Off | Off | | | |
| Sat | | | | | | Off | Off | | | | | | | | Off | Off | | |
| Sun | | | | | | | Off | Off | | | | | | | | Off | Off | |
| Mon | | | | | | | | Off | Off | | | | | | | | Off | Off |
| Tue | Off | | | | | | | | Off | Off | | | | | | | | Off |
| Wed | Off | Off | | | | | | | | Off | Off | | | | | | | |
| Thu | | Off | Off | | | | | | | | Off | Off | | | | | | |
| Fri | | | Off | Off | | | | | | | | Off | Off | | | | | |
| Sat | | | | Off | Off | | | | | | | | Off | Off | | | | |
| Sun | | | | | Off | Off | | | | | | | | Off | Off | | | |

## ATTACHMENT #3

**Non-Rotating 6/1-5/2 Rest Day Table**

| Rest Days Week ½ | Number of Turns |
|---|---|
| M-T-1/Tu-2 | 1 |
| T-W-2/W-1 | 2 |
| T-F-2/F-1 | 3 |
| S-S-1/Su-2 | 4 |
| S-M-2/M-1 | 5 |
| W-T-1/Th-2 | 6 |
| F-S-1/Sa-2 | 7 |
| M-T-2/Tu-1 | 8 |
| T-W-1/W-2 | 9 |
| T-F-1/F-2 | 10 |
| S-S-2/Su-1 | 11 |
| S-M-1/M-2 | 12 |
| W-T-2/Th-1 | 13 |
| F-S-2/Sa-1 | 14 |
| M-T-1/Tu-2 | 15 |
| T-W-2/W-1 | 16 |
| T-F-2/F-1 | 17 |
| S-S-1/Su-2 | 18 |
| S-M-2/M-1 | 19 |
| W-T-1/Th-2 | 20 |
| F-S-1/Sa-2 | 21 |
| M-T-2/Tu-1 | 22 |
| T-W-1/W-2 | 23 |
| T-F-1/F-2 | 24 |
| S-S-2/Su-1 | 25 |
| S-M-1/M-2 | 26 |
| W-T-2/Th-1 | 27 |
| F-S-2/Sa-1 | 28 |

**Non-Rotating 6/1-5/2 Rest Day Table**

| Rest Days Week ½ | Number of Turns |
|---|---|
| M-T-1/Tu-2 | 29 |
| T-W-2/W-1 | 30 |
| T-F-2/F-1 | 31 |
| S-S-1/Su-2 | 32 |
| S-M-2/M-1 | 33 |
| W-T-1/Th-2 | 34 |
| F-S-1/Sa-2 | 35 |
| M-T-2/Tu-1 | 36 |
| T-W-1/W-2 | 37 |
| T-F-1/F-2 | 38 |
| S-S-2/Su-1 | 39 |
| S-M-1/M-2 | 40 |
| W-T-2/Th-1 | 41 |
| F-S-2/Sa-1 | 42 |
| M-T-1/Tu-2 | 43 |
| T-W-2/W-1 | 44 |
| T-F-2/F-1 | 45 |
| S-S-1/Su-2 | 46 |
| S-M-2/M-1 | 47 |
| W-T-1/Th-2 | 48 |
| F-S-1/Sa-2 | 49 |
| M-T-2/Tu-1 | 50 |

CSX
TRANSPORTATION
Labor Relations Department
David W. Ingoldsby
Assistant Vice President-Labor Relations

500 Water Street - J-455
Jacksonville, FL 32202

Writer's Direct Contact Information:
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Article 10 – Demand Days Off (DDO)

Agreed upon Interpretation of Article 10, Demand Days Off (DDO), of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 7, 2007.

It is agreed that as per the language in Paragraph B, Item 5 of this Article which states, in part, "DDO confers Engineers who have earned DDO with a right to be off, not a right to compensation." Therefore, guaranteed extra board/pool engineers who take a DDO will have their guarantee adjusted by one-fourteenth (1/14) when paid bi-weekly or (1/7) when paid weekly, for each DDO regardless of the day of the week.

Engineers working pools or extra boards with a daily guarantee taking a DDO will have their guarantees reduced by one day's guarantee.

This treats guaranteed extra board/pool engineers in the same manner as engineers on regular assignments or non-guaranteed pools, since when they take a DDO they do not receive any compensation.

It is also agreed that the use of a DDO by an Engineer will not subject him to attendance handling or will he be considered unavailable for any other reason or disqualified for benefits under any Article of this Agreement (including Article 5 and this Article 10). Engineers qualifying for a DDO in any quarter must request to take the DDO in the next quarter, or forfeit the DDO; unless it has been denied for the entire quarter.

An Engineer having earned a DDO, who is working in another operating craft, or who has been denied the day in the previous quarter, may carry the DDO over until the next quarter they are again working as an engineer. They will not earn a DDO during any quarter when working in another craft, unless they work at least fifty one percent (51%) of the starts during that quarter as an engineer.

Demand Days Off for engineers on extra boards and pools will be handled in accordance with Article 40, Paragraphs A & B, and will start at 0001 (when EBS has been implemented) and run for 24 hours, unless the assignment or turn is working or out of the terminal when said day is scheduled to begin. Such engineer has up to one hour after registering off duty from his assignment or when he returns to his home terminal and registers off to cancel the DDO through the Crew Management Center, otherwise, the DDO commences with the off-duty time for a period of 24 hours.

The following is also agreed to:

1) Engineers will enter their requests for a DDO into a computer screen (when programming is completed) as they do for Daily Vacation and Personal Leave Days. The DDO must be entered into the computer by 2359 on the Sunday prior to the next week's JAD. There will be no caps on any day of the week and all days to be taken will begin at 0001 or as stated above (when programming is completed).

2) Once entered in the computer, the DDO will be considered as granted and will be taken by the engineer, unless CSXT contacts the employee no later than (24) twenty four hours before the scheduled day to cancel the DDO. If cancelled, the penalty pay provisions contained in Article 10, Paragraph B, 4 will apply.

3) Except as provided herein, there will be no penalty of any kind when using a DDO as prescribed in Article 10, Paragraph B, 6 of this Article.

Signed this date, November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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David W. Ingoldsby
Assistant Vice President-Labor Relations

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Article 16 –Personal Leave

Agreed upon Interpretation of Article 16, Personal Leave, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 8, 2007.

As described in Article 18, Summary of the Vacation Agreement, Section 5, C, 1 through 4, of this Agreement, Personal Leave entitlement for any given roster used for the purpose of granting such days will be handled in a similar manner.

The method used for calculating the caps for Personal Leave Days will be to divide the total number of Personal Leave entitlements arrived at after multiplying the total entitlements of all the engineers bidding vacations at that supply point on that specific roster. This number will be divided by the total number of weeks to be scheduled throughout the year (51 or 52) and then dividing that number by seven (7), to get the total daily caps for Personal Leave Days at that location.

EX: Total PL Day entitlement for the engineers at a supply point (vacation roster) equals 960 days. If there were 51 weeks to schedule for the year, dividing 960 by 51 equals 18.82. Since this number is more than 18.5, it would be rounded up to 19 and this location would be given 19 PL Days /week. They will be split per the agreement Article 16, Paragraph C, 1, Note 1. In this case, as shown below:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|
| 3 | 3 | 3 | 2 | 2 | 3 | 3 |

CSXT will, as in the past, through the use of the same methods of documentation and by the calculations shown on the respective screens used each year to assign vacations and personal leave, provide the total figures reflecting Personal Leave Day entitlements for the year being scheduled. Such calculations, representing the PL Day entitlement for all the engineers on each separate (MCVR) Vacation Roster screen at each location, will be made available to the respective Local Chairmen of jurisdiction by December 15th of each year as per Side Letter #23, Item 3.

Note 1: Some supply points or terminals have more than one Vacation Roster. The above will apply to all vacation rosters separately at these locations or terminals.

Signed this date November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 20 – Road Lunch

Agreed upon Interpretation of Article 20, Road Lunch, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 8, 2007.

It was agreed that this Article would be applied to all Road Service including Regularly Assigned Runs, Assigned and Unassigned Pools, Locals, Road Switchers/Mine Runs, Helpers, etc.

The parties will monitor the handling of the requests of engineers to take lunch under this Article on an ongoing basis. If at any time it becomes clear to a majority of the Disputes Resolution Committee that the intent of Article 20 is being ignored by CSXT, immediate action will be taken to correct such problem.

Signed this date, November 8, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 20 – Road Lunch

Agreed upon Interpretation of Article 20, Road Lunch, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 8, 2007.

It was agreed that this Article would be applied to all Road Service including Regularly Assigned Runs, Assigned and Unassigned Pools, Locals, Road Switchers/Mine Runs, Helpers/Pushers, Work/Wreck Trains, etc.

It is also agreed that a Note will be added above the Questions and Answers in this Article as follows:

Any Engineer in road service who is called to deadhead for rest and, when arriving at his on duty location, has his call changed and is required to perform a service trip of any kind, will, if he requests, be allowed sufficient time to secure food in the vicinity of the on duty point.

Signed this date, November 8, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
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September 6, 2007

File: 6018-SSA

**Article 24 – Engineer Trainee Instructor (ETI )**

**Agreed upon Interpretation of Article 24, Engineer Trainee Instructor (ETI) of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Jacksonville, Florida, on September 5, 2007.**

**Under Article 24, ETI(s) will be compensated the newly adjusted rate of $285.32 per day for each day worked which will be subject to any general wage increases or COLA under the provisions of this agreement. This amount will be applied against any guarantee and to be effective as of January 1, 2007.**

**The BLET does not waive their position as to Side Letter #25 of CSXT Labor Agreement 1-023-07.**

**Signed this date, September 6, 2007, at Jacksonville, Florida.**

**D. W. Ingoldsby**
**AVP Labor Relations**

**Agreed:**

**T. Smith, General Chairman**
**Brotherhood of Locomotive Engineers and Trainmen**

Don Moates

**D. L. Moates, General Chairman**
**Brotherhood of Locomotive Engineers and Trainmen**

RA Finamore

**R. A. Finamore, General Chairman**
**Brotherhood of Locomotive Engineers and Trainmen**

**Approved:**

PT Sorrow

**P. T. Sorrow, Vice President**
**Brotherhood of Locomotive Engineers and Trainmen**

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September 6, 2007

File: 6018-SSA

**Article 25 – Bereavement**

**Agreed upon Interpretation of Article 25, Bereavement, Q & A 4, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Jacksonville, Florida, on September 5, 2007.**

**The BLET questioned whether the Article applies to the family members listed in Question 4 concerning their family relationship when finalized through the legal adoption process? It is agreed that the following underlined change is to be made to the Answer to Question 4 in the SSA.**

**The following Q & A addresses the above question concerning the family members being legally adopted:**

**Q-4: Would an Engineer be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents, or stepchildren?**

**A-4: <u>Yes, as to half-brother or half-sister, or to stepchildren; No, as to stepbrother or stepsister and to stepparents, however such family relationship is covered by the legal adoption process.</u>**

**Signed this date, September 6, 2007, at Jacksonville, Florida.**

**D. W. Ingoldsby**
**AVP Labor Relations**

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 33 – Point for Beginning and Ending day

Agreed upon Interpretation of Article 33, Point for Beginning and Ending Day, Paragraph C, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 6, 2007.

It is understood that the intent of Paragraph C, is that an Engineer will be afforded suitable transportation to/from the designated point for going on or off duty, beyond a reasonable walking distance (1000 feet).

Signed this date, November 6, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 36 – Rest Days

Agreed upon Interpretation of Article 36, Rest Days, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 6, 2007.

Q-3: If an Engineer is contacted to work his rest day, is such Engineer obligated to answer such call?

A-3: No. Engineers observing rest days are not subject to call and will not suffer any negative consequences if unavailable or refusing calls on said rest day.

It is agreed that "Engineers on rest days" will be removed from the vacancy fill logic.

Signed this date, November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Simon

orrow, Vice President
erhood of Locomotive Engineers and Trainmen

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Article 40 – Marking Off

Agreed upon Interpretation of Article 40, Marking Off, Interpretations, the Note following the Interpretations and Q & A 4, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 6, 2007.

It is agreed the Note and Q&A 4, copied below, were negotiated into the agreement for the purpose of protecting Union Officers from any loss of benefits provided by this Agreement.

"Note: CSXT will allow General Committee Officers, Local Chairmen and Vice Local Chairmen to mark off under union business (UBU) to perform elected duties such as: representing members in investigations, holding claims conferences, or attending Labor/Management meetings, etc. Presidents, Secretary-Treasurers, and Legislative Representatives officers will be permitted to mark off under union business (UBU) to attend monthly meetings as needs of service permit. If a dispute arises under this note, it will be resolved by the General Chairman of jurisdiction and CSXT Highest Designated Officer."

Q-4. Does the time spent by a Union Officer when marked off Union Business cause the Union officer to be considered unavailable for any purpose?

A-4: No.

The General Chairman will be responsible to notify Crew Management Center (CMC) (by 1200 on the prior Monday) as to the nature and necessity of any Union Business mark offs (UBU) on Friday, Saturday or Sunday by Union Officials mentioned in the above Note. When so notified, such Union Officials will suffer no loss as to any benefits or be imposed any penalty under any Article of this Agreement, except as provided by Article 82, A, 10, Note 1.

Signed this date, November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

Tony Smith

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Don Moates

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

RA Finamore

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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## Article 45 Paragraph B – Drop

Agreed upon Interpretation of Article 45, Off Days, Paragraph B, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 6, 2007.

It is agreed that the interpretation of Article 45, Paragraph B, will cause an Engineer who after "dropping" his turn on a guaranteed pool or extra board to have his guarantee reduced by one-fourteenth (1/14) when paid bi-weekly or (1/7) when paid weekly, regardless of the day of the week.

Engineers working pools or extra boards with a daily guarantee while dropping his turn will have his guarantee reduced by one days guarantee.

The use of the "drop" [illegible] not be used against the engineer for any absenteeism policy or attendance handling nor to [illegible] gineer of benefits of the provisions of Articles 5 and 10 of this SSA.

Signed this date, November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 45, Paragraph C – Off Days

Agreed upon Interpretation of Article 45, Off Days, Paragraph C, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 6, 2007.

It is agreed that the interpretation and intent of Paragraph C, quoted below was to allow an Engineer who requests to mark off "personal business" to be granted such request. It is agreed that requests for personal business mark-offs will be monitored similar to the requests for the use of Vacation entitlements under Side Letter #14 of this Agreement.

"Locomotive Engineers assigned to a pool or extra board may request to mark off personal business once bi-weekly conditioned upon the availability of qualified locomotive Engineers. The request for mark off must be made before the Engineer is called for service. If the Engineer uses this mark off and misses his turn(s), any guarantee will be adjusted accordingly. The Engineer who is granted a personal business mark off will not be subject to attendance handling."

Concerning the application of Articles 37 (3), and Article 40 (B) (Note) to personal business mark-offs, there will be no effect on eligibility for demand day or stock award if engineer marked off personal business is in conformity with those sections referenced above.

Engineers missing a call for service while marked off under this paragraph or who are not marked up before their turn is to be called on a Friday, Saturday or Sunday will be disqualified for the provisions of Article 5. This mark off and/or miss out will not be used to disqualify the engineer for the provisions of Article 10, nor will the engineer be subject to any attendance handling.

Signed this date, November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

Tony Smith

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and [illegible]

Don Moates

D. L. Moates, G[illegible]
Brother[illegible]omotive Engineers and Trainmen

RA Finamore

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Appr[illegible]

P. T. Sorrow

P. T. Sorrow, Vice President
Brotherhood of Locomoti[illegible] and Trainmen

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## Articles 45 - Rest Days and 82 - Guaranteed Extra Boards

Agreed upon Interpretation of Article 45, Paragraph D, Note 1, Article 82, Paragraph A, 4, Note 1 and Paragraph 5, a, b and c of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 6, 2007.

It is agreed that the day off logic reviewed by the parties as it pertains to the application of non-rotating multiple rest days on pools or extra boards will be applied to both Article 45 and Article 82 as outlined in the order shown below and detailed in Attachments #1 and #3 to this Agreement. The rotation in Attachment #1 will be used in pools having two (2) rest days in either the first or second week of the pay period and the rotation to be used for 6/1-5/2 extra boards is shown in At[illegible]

*Mo/Tu - Tu/We - Th/Fr - Sa/Su - Su/Mo - We/Th - Fr/Sa*

When applying these rest days in the 6/1-5/2 [illegible] the S[illegible] [illegible]ed to pools/extra boards with two days off in the first wee[illegible] [illegible]week [illegible] period as shown in Attachment #1 to the SSA. The 6/1 portion is determined by either counting ahead from the multiple rest days, if they are in the first week of the pay period, six (6) working days and then assigning the single rest day on the next day. If the multiple rest days are in the second week of the pay period, count back five (5) working days and assign the single rest day on the sixth day, or just count back six (6) days from the multiple rest days.

The rotation for rotating 7/2 extra boards as described in Item 5, of this Article is shown in Attachment #2 to this Agreement.

Changes to the logic referenced herein will not be made unless agreed to between the General Chairmen and Labor Relations.

Signed this date, November 8, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

ATTACHMENT #1

**Non-Rotating Multiple Rest Day Table**

| Rest Days Week 1/2 | Number of Turns |
|---|---|
| M-T-1 | 1 |
| T-W-2 | 2 |
| T-F-2 | 3 |
| S-S-1 | 4 |
| S-M-2 | 5 |
| W-T-1 | 6 |
| F-S-1 | 7 |
| M-T-2 | 8 |
| T-W-1 | 9 |
| T-F-1 | [illegible] |
| S-S-2 | 11 |
| S-M-1 | 12 |
| W-T-2 | 13 |
| F-S-2 | [illegible] |
| M-T-1 | 15 |
| T-W-2 | 16 |
| T-F-2 | 17 |
| S-S-1 | 18 |
| S-M-2 | 19 |
| W-T-1 | 20 |
| F-S-1 | 21 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**Non-Rotating Multiple Rest Day Table**

| Rest Days Week 1/2 | Number of Turns |
|---|---|
| M-T-2 | 22 |
| T-W-1 | 23 |
| T-F-1 | 24 |
| S-S-2 | 25 |
| S-M-1 | 26 |
| W-T-2 | 27 |
| F-S-2 | 28 |
| M-T-1 | 29 |
| T-W-2 | 30 |
| T-F-2 | 31 |
| S-S-1 | 32 |
| S-M-2 | 33 |
| W-T-1 | 34 |
| F-S-1 | 35 |
| M-T-2 | 36 |
| T-W-1 | 37 |
| T-F-1 | 38 |
| S-S-2 | 39 |
| S-M-1 | 40 |
| W-T-2 | 41 |
| F-S-2 | 42 |
| M-T-1 | 43 |
| T-W-2 | 44 |
| T-F-2 | 45 |
| S-S-1 | 46 |
| S-M-2 | 47 |
| W-T-1 | 48 |
| F-S-1 | 49 |
| M-T-2 | 50 |

**ATTACHMENT #2**

**7/2 Rotating Off Day Table**

| Off Days/ Turn | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mon | Off | | | | | | | | | | | | | | | | | |
| Tue | Off | Off | | | | | | | | Off | | | | | | | | |
| Wed | | Off | Off | | | | | | | Off | Off | | | | | | | |
| Thu | | | Off | Off | | | | | | | Off | Off | | | | | | |
| Fri | | | | Off | Off | | | | | | | Off | Off | | | | | |
| Sat | | | | | Off | Off | | | | | | | Off | Off | | | | |
| Sun | | | | | | Off | Off | | | | | | | Off | Off | | | |
| Mon | | | | | | | | | | | | | | | Off | Off | | |
| Tue | | | | | | | | | | | | | | | | Off | Off | |
| Wed | Off | | | | | | | | | | | | | | | | Off | Off |
| Thu | Off | Off | | | | | | | | | | | | | | | | Off |
| Fri | | Off | | | | | | | | | | | | | | | | |
| Sat | | | | | | | | | | | Off | | | | | | | |
| Sun | | | | Off | | | | | | | | | | | | | | |
| Mon | | | | | | | | | | | | | | | | | | |
| Tue | | | | | | | | | | | | | | | | | | |
| Wed | | | | | | | | | | | | | | | Off | Off | | |
| Thu | | | | | | Off | | | | | | | | | | Off | Off | |
| Fri | Off | | | | | | Off | | | | | | | | | | Off | Off |
| Sat | | | | | | | | Off | Off | | | | | | | | | Off |
| Sun | | | | | | | | | Off | Off | | | | | | | | |
| Mon | | | | | | | | | | Off | Off | | | | | | | |
| Tue | | | Off | | | | | | | | Off | Off | | | | | | |
| Wed | | | | Off | | | | | | | | Off | Off | | | | | |
| Thu | | | | | Off | Off | | | | | | | Off | Off | | | | |
| Fri | | | | | | Off | Off | | | | | | | Off | Off | | | |
| Sat | | | | | | | Off | Off | | | | | | | Off | Off | | |
| Sun | Off | | | | | | | | Off | | | | | | | Off | Off | |
| Mon | Off | Off | | | | | | | Off | Off | | | | | | | Off | |
| Tue | | Off | Off | | | | | | | Off | Off | | | | | | | |
| Wed | | | Off | Off | | | | | | | Off | Off | | | | | | |
| Thu | | | | Off | Off | | | | | | | Off | Off | | | | | |
| Fri | | | | | Off | Off | | | | | | | Off | Off | | | | |
| Sat | | | | | | Off | Off | | | | | | | Off | Off | | | |
| Sun | | | | | | | Off | Off | | | | | | | Off | Off | | |
| Mon | | | | | | | | Off | Off | | | | | | | Off | Off | |
| Tue | Off | | | | | | | | Off | Off | | | | | | | Off | Off |
| Wed | Off | Off | | | | | | | | Off | Off | | | | | | | Off |
| Thu | | Off | Off | | | | | | | | Off | Off | | | | | | |
| Fri | | | Off | Off | | | | | | | | Off | Off | | | | | |
| Sat | | | | Off | Off | | | | | | | | Off | Off | | | | |
| Sun | | | | | Off | Off | | | | | | | | Off | Off | | | |

ATTACHMENT #3

**Non-Rotating 6/1-5/2 Rest Day Table**

| Rest Days Week ½ | Number of Turns |
|---|---|
| M-T-1/Tu-2 | 1 |
| T-W-2/W-1 | 2 |
| T-F-2/F-1 | 3 |
| S-S-1/Su-2 | 4 |
| S-M-2/M-1 | 5 |
| W-T-1/Th-2 | 6 |
| F-S-1/Sa-2 | 7 |
| M-T-2/Tu-1 | 8 |
| T-W-1/W-2 | 9 |
| T-F-1/F-2 | 10 |
| [illegible] | [illegible] |
| S-M-1/M-2 | 12 |
| W-T-2/Th-1 | 13 |
| F-S-2/Sa-1 | 14 |
| M-T-1/Tu-2 | 15 |
| T-W-2/W-1 | 16 |
| T-F-2/F-1 | 17 |
| S-S-1/Su-2 | 18 |
| S-M-2/M-1 | 19 |
| W-T-1/Th-2 | 20 |
| F-S-1/Sa-2 | 21 |
| M-T-2/Tu-1 | 22 |
| T-W-1/W-2 | 23 |
| T-F-1/F-2 | 24 |
| S-S-2/Su-1 | 25 |
| S-M-1/M-2 | 26 |
| W-T-2/Th-1 | 27 |
| F-S-2/Sa-1 | 28 |

**Non-Rotating 6/1-5/2 Rest Day Table**

| Rest Days Week ½ | Number of Turns |
|---|---|
| M-T-1/Tu-2 | 29 |
| T-W-2/W-1 | 30 |
| T-F-2/F-1 | 31 |
| S-S-1/Su-2 | 32 |
| S-M-2/M-1 | 33 |
| W-T-1/Th-2 | 34 |
| F-S-1/Sa-2 | 35 |
| M-T-2/Tu-1 | 36 |
| T-W-1/W-2 | 37 |
| T-F-1/F-2 | 38 |
| S-M-1/M-2 | 40 |
| W-T-2/Th-1 | 41 |
| F-S-2/Sa | |
| M-T-1/Tu- | |
| T-W-2/W-1 | 44 |
| T-F-2/F-1 | 45 |
| S-S-1/Su-2 | 46 |
| S-M-2/M-1 | 47 |
| W-T-1/Th-2 | 48 |
| F-S-1/Sa-2 | 49 |
| M-T-2/Tu-1 | 50 |

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September 4, 2007

File: 6018-SSA

**Article 51 - Trips out of Away-From-Home or Home Terminals**

Agreed upon Interpretation of Article 51, Sections 1, 2 and 3 of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Jacksonville, Florida, on September 5, 2007.

Section 1 – Outside Terminal Limits – Away From Home Terminal

Engineer "A" at the away-from-home terminal is appropriately called for only one train in relief turn service per Side Letters 11A and 11B of CSXT Labor Agreement 1-023-07. He is transported to train Q100"R" outside of the terminal limits and after completing the service, he will properly tie up his time ticket for this service which pays him the advertised miles of this assignment or a trip rate (OE), if trip rated.

He may be worked on a train or be deadheaded home in straight away service for which he will receive a separate time ticket (additional service trip) paying the advertised miles of his assignment or a trip rate (OE) or an (OD), if deadheaded. He will not be kept on continuous time on the Q100"R" time ticket.

If given rest, a new time period will begin for the purposes of Articles 8 and 9 of the SSA when he ties up from the Q100"R" and he will then be considered first out for service after rested. When called out of the hotel again, he will only be used for straight away service to the home terminal. He cannot be used for another call in relief turn service.

If emergency conditions would arise (emergencies are defined throughout these Sections as: derailments, wrecks, wash outs, snow storms, floods, major line blockages, bridges knocked out by fire or slides, work stoppages, or any other Acts of God) before he ties up his time ticket from the Q100"R" as described in this Article, he may, after exhausting the requirements of Side Letters 11A and 11B, be used for relief turn service on a second train.

He will be required to tie up his time ticket from Q100"R" and then be issued a new time ticket (an additional service trip) for train Q200"R" and after being transported to and completing the service on this second train for which he will be paid the advertised miles or a straight trip rate (OE) of this assignment, he will be either worked or deadheaded home on continuous time.

He will show on this Q200"R" time ticket that he worked train Q300 or deadheaded home. The pay for this Q200"R" time ticket will be for the total miles encompassed, or trip rate, on the Q200"R" plus the total mileage home on Q300 or deadhead (OE or OD), if trip rated, but his overtime will only be based on the one way advertised miles or miles of the straight trip rate (OE or OD) of his regular assignment. Overtime calculations will not include any of the miles encompassed while working train Q300 or the deadhead (OD) home. If his advertised mileage or trip rate is 130 miles or less, he would go on overtime after eight (8) hours and paid such until marking off at the home terminal, even though he is paid 260 miles for the continuous service on the time ticket.

Section 2 – Within Terminal Limits (Yard Work) Home or Away From Home Terminal

Engineer "A" is either at home or at the away-from-home terminal and may be called to perform relief service totally within terminal limits. The engineers described in Side Letters 11A and 11B of CSXT Labor Agreement 1-023-07 must be used before he is called.

If emergency conditions as described in this Article are not existing, he may only be called for one train which must be specified in the call (Q100"R").

He is transported to train Q100"R" within the terminal limits and after completing the service, he will properly tie up his time ticket for this service which pays him the advertised miles of this assignment or a trip rate (OE), if trip rated. He will also be paid a penalty day under Con Code BG at the basic yard rate of pay in addition to all other earnings and without deduction there from.

If at the home terminal, he will be marked back to the bottom of the pool or board. If at the away-from-home terminal, he will be worked or deadheaded back to the home terminal. He will receive a new time ticket (an additional service trip) for the train or a straight deadhead based on the advertised miles or trip rate (OE or OD) of his assignment. He will not be used in combination service on the Q100"R" time ticket.

If an emergency condition existed at the time of his call, he may be specifically called to relieve two (2) trains Q100"R" and Q200"R". This must be indicated to him in the call and then only after exhausting the requirements of Side Letters 11A and 11B, may he be used for relief service on a second train. He will be required to tie up his time ticket from Q100"R" after completing service on this train and then be issued a new time ticket (an additional service trip) for train Q200"R". He will receive only one Code BG payment for this total service on both trains. If at the home terminal, he will then be placed at the bottom of the pool or board.

If at the away-from-home terminal, after being transported to and completing the service on this second train, he will be either worked or deadheaded home on continuous time. He will show on this Q200"R" time ticket that he worked train Q300 or deadheaded home. The pay for this Q200"R" time ticket will be for the total miles encompassed on the Q200"R" plus the total mileage home on Q300 or deadhead, OE or OD, if trip rated, but his overtime will only be based on the one way advertised miles or miles of the straight trip rate (OE or OD) of his regular assignment. Overtime calculations will not include any of the miles encompassed while working train Q300 or the deadhead (OD) home.

If his advertised mileage or trip rate is 130 miles or less, he would go on overtime after eight (8) hours and paid such until marking off at the home terminal, even though he is paid 260 miles for the continuous service on the time ticket. He cannot be placed back in the lodging facility.

Section 3 – Straight Away Service

When called for straight away service and if the train does not depart terminal limits, no penalty claim (BG) is due. If after reporting and no service is performed by the Engineer under this Section, he will be under the provisions contained in Article 37, Section 2, Paragraph B.

If he is held 2 hours or more, or if service is performed, and then relieved before the train departs the terminal, it will be considered a service trip and he will be paid either an (OE) trip rate, if the pool is trip rated, or the mileage of the assignment.

If at the home terminal, the engineer will either be placed to the bottom of the pool or board, if relieved, or deadheaded to the away from home terminal on his working time ticket, if not relieved. If at the away from home terminal, the same pay provisions apply. If he is deadheaded from either terminal when kept on duty, overtime will be calculated based on the trip rate or mileage of the train for which called.

If placed back in the hotel at the away from home terminal, he will be considered first out for service upon completion of rest. A new time period as it pertains to Articles 8 and 9 of this Agreement will begin.

Signed this date, SEPTEMBER 6, 2007, at Jacksonville, Florida.

D.W. Ingoldsby,
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

David W. Ingoldsby
Assistant Vice President-Labor Relations

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September 4, 2007

File: 6018-SSA

**Article 55 – Road Switchers/Mine Runs**

Agreed upon Interpretation of Article 55, Paragraphs C, E and F, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Jacksonville, Florida, on September 4-6, 2007.

Article 55, Paragraphs C, E and F – The previous problems concerning the proper rate of pay for the overmiles above the guaranteed 100 miles has been corrected to pay the same Five (5) Day Basic Yard Engineers rate of pay as paid for the first 100 miles. Payroll indicated that the proper rate of pay began to be paid on the pay period ending July 27. Back pay was paid on the pay dates of July 27 and August 10, 2007.

Engineers will be paid this rate for all miles operated, highway and rail, including those miles encompassed above and beyond the advertised miles of the assignment in the event of such occurrence.

Engineers will fill out their time tickets as normal showing the miles operated, designating all "02" miles and reporting their final time off duty. Engineers will not have to enter any text on their time tickets to claim miles or hours, which ever is greater. CSXT has implemented a new Guarantee Code "V" which will automatically calculate their pay both ways and pay the greater of the two.

Engineers whose assignment is laid in on a Holiday may turn in a Code "08" on the "03" screen and will be paid a basic day at the rate of pay earned on the assignment on the preceding working day.

There is no need to claim a "Holiday Gift" day under Code 46 or Personal Leave day under Code 28 to receive this payment. Claiming the Code 46 removes one Personal Day from the engineer's entitlements.

If an Engineer's assignment works on a Holiday, it will be necessary for the engineer (until

programming has been completed) to submit a Code 45 on the "03" screen in order to receive the time and one half payment for working on the Holiday. An Engineer may turn in a Code 46 in order to receive the "Holiday Gift" day in addition to his working time ticket and the Code 45, if he chooses. Code "08" claims are not to be turned in if the Engineer's assignment works on the Holiday.

Signed this date, September 6, 2007, at Jacksonville, Florida.

D. W. Ingoldsby,
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Assistant Vice President-Labor Relations

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**Article 81 – Electronic Bid System (Standing Bid)**

Agreed upon revision to Article 81, of 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Jacksonville, Florida.

The Carrier has agreed with the Organization's request to change the Job Adjustment Day (JAD) from 0001 on Monday to 0001 on Saturday, pursuant to Side Letter No. 3, paragraph B, of CSXT Labor Agreement 1-023-07.

It is therefore understood that all references in the Agreement to days of the week that were premised on Monday being Job Adjustment Day (JAD) will be backed up by two days to reflect the change to Saturday.

For example, with Monday as the JAD, Engineers were able to adjust their electronic bids until 2200 on Friday; with Saturday as the new JAD, this will change to 2200 on Wednesday.

Signed this date, November 7, 2007, at Atlanta, Georgia.

D. W. Ingoldsby,
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 82 –Guaranteed Extra Boards

Agreed upon Interpretation of Article 82, Paragraph A, Items 5, and 6 of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 7, 2007.

It is agreed that the language in Items 5 and 6 of this Article is equally applicable to both CSXT and the BLET. Both CSXT and the BLET are required to conform with the intent of this Article.

It is agreed that the six (6) month period mentioned in the Paragraph A, Item 5, c, quoted below will apply to each party signatory to this agreement.

> "it is understood that Local Chairman may alter the rest day scenario once every six months, with written notice to CMC."

The wording in the above quoted Item 5, c, as to the six (6) month period applies when making adjustments to the options being applied on extra boards, either that become qualified or cease to qualify for any arrangement of rest day options. It also applies when Local Chairmen elect to make changes to rest day options that do not hinge on qualifications as to the 4.5 or the number of employees assigned to the extra boards under this Article. It is understood, however, that should a qualifying 7/2 extra board fall below the four man minimum between the measurement periods, CSXT may notify the local chairman that it no longer qualifies for the 7/2 rotating or 6/1 and 5/2 non rotating extra board options outlined in Article 82, Paragraph A, Item 5, and the rest day scenario will be adjusted by mutual agreement of the Local Chairman and the appropriate CMC official. Likewise, should an extra board that qualified under the 4.5 starts increase to a four man minimum, the Local Chairman may elect the 7/2 rotating or 6/1 and 5/2 non rotating extra board rest day options as specified in Article 82, Paragraph A, Item 5.

This interpretation does not affect a Local Chairman's right to implement the 5/1 rotating schedule on guaranteed pools or extra boards that do not qualify for the 7/2 rotating or 6/1 and 5/2 non rotating options.

For the purposes of making any changes based on the figures used for calculating the qualifications of any extra board will be based on the numbers accumulated and averaged over the previous six (6) month period from the last date of adjustment, or the six (6) months prior to the date of the requested change by either party. CSXT will provide the BLET with these calculations when requested.

Signed this date, November 8, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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This letter acknowledges that there is a dispute between CSXT and BLET regarding the application of Article 4B. That dispute is whether or not the Special Pay Differential (EC) referenced in the first sentence of that paragraph includes locomotive engineers engaged in separate service deadhead.

CSXT's position is that payment of the Special Pay Differential does not include locomotive engineers engaged in separate service deadhead. BLET's position is that payment of the Special Pay Differential does include locomotive engineers engaged in separate service deadhead.

CSXT and BLET also want to expedite the distribution of copies of the BLET/CSXT Single System Agreement to locomotive engineers and other affected employees.

Accordingly, it is agreed that distribution of the Agreement will take place without the phrase "(separate service deadhead included)" in Article 4B. Such distribution is without prejudice to the position of either party. The inclusion or exclusion of the aforementioned phrase in the distribution of the Agreement will not be referenced in any way or mentioned as supportive of the position of either party in any subsequent proceeding that may ultimately resolve this dispute.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

Tony Smith

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Don Moates

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

RA Finamore

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Assistant Vice President-Labor Relations

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January 17, 2008

File: 6018-SSA

T. Smith, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
P. O. Box 1207
Troy, AL 36081-1207

D. L. Moates, General Chairman
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274 Highway 310
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R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers & Trainmen
6 Fairfield Boulevard, Suite 12
Ponte Vedra Beach, FL 32062

**Article 32 – Disputes Resolution Committee**

This will confirm our discussions on January 17, 2008 during the DRC Meeting of our intent to provide an orderly process for the handling of issues outlined in Article 32 – Disputes Resolution Committee. In this regard the Company advised that moving forward your office will be required submit your issue(s) in writing to the Officer designated by CSXT to receive same clearly identifying that it is to be handled under the provisions contained within paragraph B. 2. of Article 32. In the application of Article 32 and Article 65, e-mails or telephone calls will not be considered as official handling for issues arising under the Single System Agreement.

For outstanding issues that cannot be resolved without a meeting of the DRC, prior to such meeting, each side will be required to present the other, at least two (2) weeks in advance of the scheduled meeting, one detailed agenda of their respective discussion items. Sufficient detail will be included to insure that each party is made aware of the other's position for each item listed.

Subsequent to a thorough discussion of each party's agenda items at the DRC, either side may raise issues not originally submitted on their list during any time remaining.

Yours truly,

D. W. Ingoldsby,
AVP Labor Relations

CC: P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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David W. Ingoldsby
Assistant Vice President-Labor Relations

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January 17, 2008

File: 6018-SSA

**Side Letter No. 5 – Absenteeism Refresh**

Agreed upon Interpretation of Side Letter No. 5 – Absenteeism Refresh, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Fernandina Beach, Florida on January 17, 2008.

It was agreed that effective January 1, 2008, all discipline related to absenteeism will be removed from consideration when assessing future discipline (except for those charged with an attendance related incident prior to December 31, 2007, that may subject the engineer to dismissal).

This will apply to all contract employees who have a valid Engineer certificate, and have made at least one start as a Locomotive Engineer between the effective date of the Agreement (April 25, 2007) and December 31, 2007.

Signed this date, January 17, 2008, at Fernandina Beach, Florida.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Assistant Vice President-Labor Relations

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January 17, 2008

File: 6018-SSA

**Article 36 – Filling Temporary Road and Yard Vacancies**

Agreed upon Interpretation of Article 36, Filling Temporary Road and Yard Vacancies, Q & A #1, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Fernandina Beach, Florida, on January 17, 2008.

Article 36 Q&A 1

"Questions and Answers

*Q-1: Will Engineers called under paragraphs (1), (3) and (4) of this Article be considered as having missed a call if they are unable to be contacted when being called to fill a vacancy?*

*A-1: No, however no runaround claims will be entertained."*

It is agreed that Q&A 1 as written correctly applies at the supply point where the vacancy exists.

It is also agreed that when engineers are called under Step 5 of this Article, shown below, at the nearest extra board or supply point, via highway miles, in the same zone, they will not be considered as having missed a call if they are unable to be contacted when being called to fill such a vacancy under Steps (1) through (4).

"5. *Repeat steps (1) through (4) at the nearest extra board or supply point, via highway miles, in the same zone.*

*Note: Engineers called from another extra board supply point will only be used for one tour of duty or roundtrip as the case may be."*

Signed this date, January 17, 2008, at Fernandina Beach, Florida.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

CSX TRANSPORTATION
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January 17, 2008

File: 6018-SSA

**Article 36 – Filling Temporary Road and Yard Vacancies**
**Article 41 - Claiming Rest**

Agreed upon Interpretations of Article 36 – "Filling Temporary Road and Yard Vacancies, and Article 41 - "Claiming Rest", as it pertains to the use of engineers in Pool Service under CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Fernandina Beach, Florida, on January 17, 2007.

ARTICLE 41 – CLAIMING REST

"C. An Engineer claiming rest under this rule will not be deprived of his turn, and if an Engineer is needed before his rest period has expired and the next available Engineer in the same class of service is used, the Engineer having requested rest will be considered first out for service after his rest period has expired." (Emphasis added).

It is agreed that when Engineers within the same pool as the first out vacancy are to be used when contacted under Article 36, Step 4, the first rested and qualified Engineer who having been contacted when called in inverse seniority order and not marked off and/or not on his rest day must accept the call for the assignment and represent the vacant turn.

The Engineer, if contacted, will be taken off his turn and will be placed on and represent the first out vacant turn. His own turn would then be shown as vacant and remain at the terminal, moving up the pool board until first out and standing for call and would be filled under the provisions of Article 36. The engineer, if contacted, will not take his turn with him.

Article 36, Step 4, is the first point at which CMC can call an Engineer working in the same pool as the vacancy. That Engineer will be taken off of his pool turn, if contacted, and used on the vacant turn first out within the same pool. If his turn is filled before he returns, he will be marked up with his turn at the bottom of the pool and his turn be brought back to him. The Engineer who was working his turn will be shown on a make up turn. If he returns before his turn is

called, he will be placed on his turn, wherever it stands on the pool board, and will be called after rested and will be subject to that part of Article 40, Interpretation #3 specifically addressing difference in pay. Engineers who are unavailable as outlined in Article 36 paragraph's 1, 3 and 4 would not be considered as missing a call and would not be penalized in any manner.

The only time that an engineer and his turn can be called around a turn ahead of him in the same pool would be under Article 41, C, when the first out turn(s) in a pool are not vacant, but occupied and the engineer(s) occupying the turn(s) are not rested.

Signed this date, January 17, 2008, at Fernandina Beach, Florida.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

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Article 57 – Road Service

Agreed upon Interpretation of Article 57, Section 7, Aggregate Rule, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 7, 2007.

The "Aggregate Rule " Article 57, Section 7, states in Paragraph A that, "An engineer will not be aggregated out of his home terminal when another Engineer, fully rested, is available and can properly be used for the service." Article 44, "First-In, First-Out" and Article 41, "Claiming Rest," also apply.

An Engineer must be notified, upon arrival at his away-from-home terminal, that he will be used "within 4 hours" or "within 8 hours" after registering off duty.

If given a notice of "within 4 hours" and not so used, an Engineer will be on pay after the expiration of 4 hours until the aggregate notice is cancelled or he goes on pay. For an 8 hour notice pay will begin at the expiration of 7 hours and 59 minutes. The engineer will be allowed all time while under this pay with a minimum of two (2) hours.

The engineer may also claim 8 hours rest after the aggregate notice is cancelled since he had not had any rest while waiting upon a call per the notice received, and if so claimed, it will be granted.

As specified in Paragraph F, an Engineer called in the "aggregate" without given notice and takes the call will be allowed the two (2) hour payment described above in addition to all earnings of the assignment and without deduction there from. He will not be missed out when attempted to be called in the "aggregate" and not available, nor will he be entitled to any payment for using the next engineer. He will maintain his turn standing.

Signed this date, November 8, 2007, at Atlanta, Georgia.

D. W. Ingoldsby
AVP Labor Relations

Agreed:

Tony Smith

T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Don Moates

D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

RA Finamore

R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:

P. T. Sorrow

P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen