



Labor Relations Department

David W. Ingoldsby
Assistant Vice President-Labor Relations

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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:

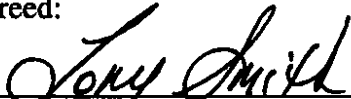
- 1) Engineers will enter their requests for a DDO into a computer screen (when programming is completed) as they do for Daily Vacation and Personal Leave Days. The DDO must be entered into the computer by 2359 on the Sunday prior to the next week's JAD. There will be no caps on any day of the week and 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

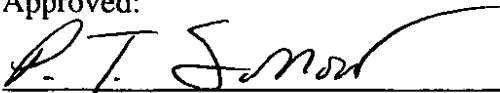


D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen



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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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.

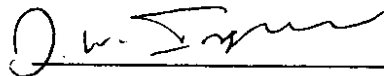
EX: Total PL Day entitlement for the engineers at a supply point (vacation roster) equals 960 days. If there were 51 weeks to schedule for the year, dividing 960 by 51 equals 18.82. Since this number is more than 18.5, it would be rounded up to 19 and this location would be given 19 PL Days /week. They will be split per the agreement Article 16, Paragraph C, 1, Note 1. In this case, as shown below:

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
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.

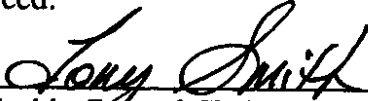
Note 1: Some supply points or terminals have more than one Vacation Roster. The above will apply to all vacation rosters separately at these locations or terminals.

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

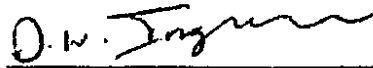
Agreed upon Interpretation of Article 20, Road Lunch, of the 2007 CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Atlanta, Georgia, on November 8, 2007.

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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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. Sorrow, Vice President
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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

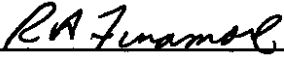
Agreed:



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 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” under this Article will not be used against the engineer for any absenteeism policy or attendance handling nor to deprive the engineer 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 Trainmen

Hon 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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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 Attachment #3 (when programming has been completed).

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 option, the 5/2 portion will be applied to pools/extra boards with two days off in the first week or second week of the pay 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

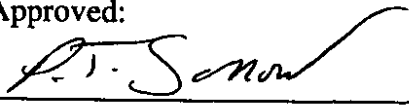


D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen



R. A. Finamore, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

Approved:



P. T. Sorrow, Vice President
Brotherhood of Locomotive Engineers and Trainmen

ATTACHMENT #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							Off
Fri		Off	Off								Off	Off						
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Sat				Off	Off								Off	Off				
Sun					Off	Off								Off	Off			

ATTACHMENT #3

Non-Rotating 6/1-5/2 Rest Day Table

Rest Days	Number of Turns
Week ½	
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	Number of Turns
Week ½	
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



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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

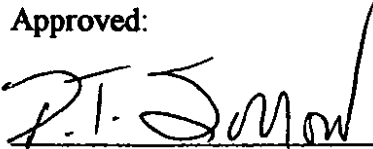


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Brotherhood of Locomotive Engineers and Trainmen



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

Labor Relations Department
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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.

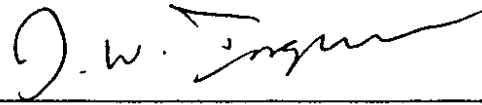
“it is understood that Local Chairman may alter the rest day scenario once every six months, with written notice to CMC.”

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.

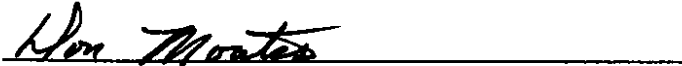


D. W. Ingoldsby
AVP Labor Relations

Agreed:



T. Smith, General Chairman
Brotherhood of Locomotive Engineers and Trainmen

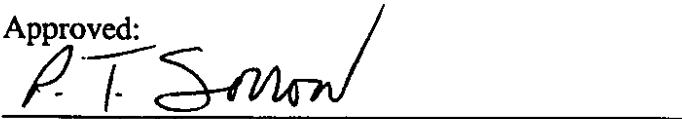


D. L. Moates, General Chairman
Brotherhood of Locomotive Engineers and Trainmen



R. A. Finamore, General Chairman
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Approved:



P. T. Sorrow, Vice President
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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.

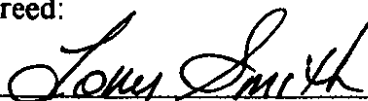
CSXT and BLET also want to expedite the distribution of copies of the BLET/CSXT Single System Agreement to locomotive engineers and other affected employees.

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.

A handwritten signature in black ink, appearing to read "D. W. Ingoldsby", written over a horizontal line.

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

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P. T. Sorrow, Vice President
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