MEMORANDUM OF UNDERSTANDING

BETWEEN

CSX TRANSPORTATION, INC.

AND ITS EMPLOYEES REPRESENTED BY

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

DIVISION INTERNATIONAL BROTHERHOOD OF TEAMSTERS

1. When not in conflict with the provisions of this understanding, terms and conditions of employment not stipulated herein shall be governed by the June 1, 1999 Agreement between CSXT and the BMWE.

2. The hourly rate of pay for all employees filling BMWED represented positions, either headquarterd or district floating force, within the Hinton and NF&G Seniority Districts, will receive a .25 per hour general wage increase effective with the date of this Agreement.

3. The employees on the NF&G Seniority Rosters will be placed on the corresponding Hinton District Seniority Rosters with the same date as this Agreement in relative order of their NF&G Roster standings. The employees on the Hinton District Seniority Rosters will be placed on the corresponding NF&G Rosters with the same date as this Agreement in relative order of their Hinton District Roster standings.

4. CSXT will be allowed to utilize BMWED forces assigned to headquarterd or district force positions within the NF&G and Hinton Districts to perform work commensurate with their positions on either district, without consideration to seniority district lines.

5. It is agreed that this understanding is without precedent or prejudice to either party’s position in connection with any similar matter either past, present or future and this understanding will not be referred to by either party in the handling of any other matter.
Either party may cancel this Agreement by giving a thirty (30) days advance written notice.

Date: January 18, 2006

J. H. Wilson, Director Employee Relations

Randall Brassell, General Chairman