

**Allied Eastern Federation  
of the  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Affiliated with the AFL-CIO and CLC

(615) 338-0027 Fax (615) 338-0209

**E. Randall Brassell  
General Chairman**



**114 Canfield Place - Unit A8  
Hendersonville, TN 37075**

January 14, 2005

Mr. J. H. Wilson, Senior Director Labor Relations  
CSX Transportation, Inc.  
500 Water Street J455  
Jacksonville, FL 32202

**RE: CSXT LABOR AGREEMENT NO. 12-067-04**

Dear Sir:

This refers to the above referenced proposed agreement and your accompanying letter dated January 5, 2005 concerning same.

While the proposal captures most of our discussions there are certain items that do not reflect my recollection, or my notes. As we discussed, one of my main concerns is that the carrier would like to cover both Saturday and Sunday and the employees would not have enough time off with their families. I believe a four day schedule with at least Friday off might compensate. I have made some changes that more accurately reflect my notes and recollection of our discussions. Please review those changes and advise me at your earliest convenience if you are agreeable.

1. The carrier may establish one (1) Foreman and one (1) Trackman position at each of the identified locations with other than Saturday and Sunday as assigned rest days.
2. The work schedule for the positions established herein will be a four (4) day a week, ten (10) hour a day assignment with three (3) consecutive rest days. The carrier may establish a five (5) day a week, eight (8) hour a day assignment with two consecutive rest days only by agreement between the carrier's Highest Designated Labor Relations Officer and the General Chairman.
3. Positions established in connection with this understanding at Boyles Yard, Tilford Yard and Cincinnati Terminal will be advertised with the assigned work week of Saturday

through Tuesday from 2100 hours until 0700 with rest days of Wednesday, Thursday and Friday.

4. The rates of pay for the Foreman and Trackman positions advertised in conjunction with this agreement will be consistent with the rates of pay for the positions in accordance with the June 1, 1999 System Agreement. In addition to the standard rate of pay, incumbents of the positions established herein will be paid a differential of \$1.00 per hour for each hour worked for workdays that commence on other than Saturday or Sunday, and a differential of \$2.00 per hour for all hours worked for work days that commence on Saturday or Sunday. The differentials will be included with the standard rates of pay for the purpose of calculating and accumulating overtime. Any Trackman position established in conjunction with this Agreement is exempt from the entry rate provisions of Rule 29 - Entering Rates, of the June 1, 1999 System Agreement.
5. Positions advertised in accordance with this Agreement will be bulletined and assigned in accordance with the existing rules of the agreement and the current corresponding positions may, at the carrier's discretion, be abolished effective with the assignment date of the new positions.
6. In the event the carrier desires to decrease the number of positions located at any of the three locations identified herein, the position(s) established in accordance with this Agreement will be abolished first unless an understanding is reached with the General Chairman of the Allied Eastern Federation of the Brotherhood of Maintenance of Way Employees and the Carrier's Highest Designated Officer prior to any such decrease.
7. Those positions as identified in CSX Labor Agreement 12-032-03-SYSTEM 8018-FLA, currently working other than a Monday through Friday work week schedule, will have the additional pay for working that schedule, as identified in Section 3 of that agreement, increased by an additional \$0.50 per hour worked.
8. This understanding will become effective upon execution by both parties and may be cancelled by either party upon thirty (30) days advance written notification.

These two pages constitute the entire understanding and is executed at Jacksonville, Florida, on this the 26<sup>th</sup> day of January 2005.

For the Brotherhood of Maintenance  
of Way Employees:

For CSX Transportation:

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Mr. E.R. Brassell, General Chairman

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Mr. J.H. Wilson, Director Labor  
Relations

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Mr. James D. Knight, General Chairman