

AGREEMENT
BETWEEN
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND
CSX TRANSPORTATION, INC.

Effective January 15, 2006 Roadway Equipment Repairmen (Mechanics) represented by the System Federations or Divisions of the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters, identified below, will no longer perform work under the IAM&AW and former C&O Railway Company Agreement (Chesapeake District, reprinted June 1, 1969), but will instead perform work under the Agreement between CSX Transportation, Inc. and its employees represented by the International Association of Machinists and Aerospace Workers (District No. 19) dated October 1, 1994. The BMWED recognizes that it will not be party to any future negotiations concerning the IAM&AW Agreement (District No. 19) dated October 1, 1994. However, CSXT agrees that it will not diminish in any way the current seniority rights of the BMWED Roadway Equipment Repairmen, or alter the current structure of the governing seniority rosters as previously established without agreement with the BMWED. CSXT further recognizes that this agreement will in no way diminish the fact that the BMWED Roadway Equipment Repairmen (Mechanics) will continue to be represented by the various BMWED/IBT Federations or Divisions providing representation prior to this agreement.

In consideration for this agreement, the following conditions will apply:

- 1) BMWED Mechanics will be placed under the daily meal allowance per diem under the same terms and conditions as the IAM represented Mechanics (reproduced as attachment A)
- 2) BMWED Mechanics will receive the same pay, including any skill or pay differentials currently, or subsequently provided mechanics covered under the IAM & AW National Agreement, the October 1, 1994 IAM & AW Agreement, or any subsequent agreement or arrangement effecting the IAM & AW mechanic's pay rates.

3) BMWED Mechanics will receive a one-time lump sum payment in the amount of \$1500.00, which will be disbursed within 30 days of the date of this Agreement. In consideration of this payment CSXT and the BMWED agree that the dispute over back pay for the .25 differential pay for BMWED represented mechanics will be considered settled and may no longer be referred to by either party.

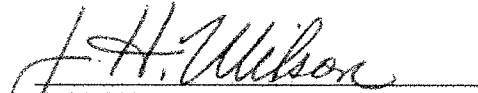
This agreement is effective this the 16th day of January 2006.

For the Organization:

For the Carrier,



E. R. Brassell, General Chairman
Allied Eastern Federation – BMEWD



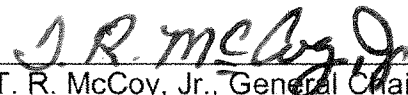
J. H. Wilson, Director
CSX Transportation



Jed Dodd, General Chairman
Pennsylvania Federation - BMWED



J. D. Knight, General Chairman
Seaboard Federation – BMWE



T. R. McCoy, Jr., General Chairman
Affiliated System Federation - BMWED



B. A. Winter, General Chairman
Consolidated Rail System Federation – BMWE

Attachment

File: 2178-12

Agreement Between
CSX Transportation, Inc.
and their employees represented by the
International Association of Machinists and Aerospace Workers,
and the
Sheet Metal Workers' International Association

Whereas, the above-identified parties desire to amend certain provisions of the CSXT Labor Agreement No. 12-126-92 to provide expedited reimbursement of meal expenses for Carrier employees represented by the Organizations signatory hereto who are in the service of the Engineering Department for the purpose of repairing and maintaining work equipment;

It is hereby agreed:

Section I

The provisions of Articles VII and VIII of CSXT Labor Agreement No. 12-126-92 pertaining to reimbursement of meal expenses are hereby modified to provide that effective (as referenced in Section IV Para. i), Regional Mechanics, System Gang Mechanics and Regional Mechanics assigned to assist System Teams shall be paid a daily meal per diem in the amount of \$25.00 per day instead of actual and necessary meal expenses.

The Regional Mechanics, System Gang Mechanics and Regional Mechanics assigned to assist System Teams shall continue to be reimbursed for all other allowed actual and necessary expenses.

Section II

Regional Mechanics shall be paid the meal per diem for each workday while working away from their headquarters.

System Gang Mechanics shall be paid the per diem on the basis of seven (7) days each week. This per diem will not be paid on days an employee is absent from work. An employee who is absent on the last work day preceding his assigned rest days and/or the first work day following his assigned rest days will not have his meal allowance additionally reduced for his rest days. However, if an employee is absent the entire workweek, no meal per diem will be payable for the seven day period.

Per diem shall not be paid for vacation periods.

Section III – Per Diem Adjustments

The per diem payment provided for shall be subject to revision each January 1st. The increase or decrease to be made in such per diem allowance at the expiration of each such 12-month period shall be based on seven (7) cents per each point of increase or decrease as may be reflected by the Cost-of-Living Index for all Items (1967=100) United States City Average For Urban Wage Earners and Clerical Employees issued by the Bureau of Labor Statistics which is received by the time the revision is due. Five-tenths (.5) of a point or more will be considered a whole point in the computation. Less than five-tenths (.5) of a point will be dropped in the computation.

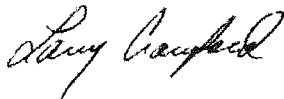
Section IV – General Provisions

- i. The per diem referred to herein shall become effective no later than at the beginning of the second full pay cycle following the date that this agreement is executed by the parties.
- ii. For convenience, all references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this agreement that references to the masculine gender include both the masculine gender and the feminine gender.
- iii. This agreement will remain in effect until modified by mutual agreement of the parties signatory hereto or in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE ORGANIZATIONS:



R. G. Fink, General Chairman IAM&AW



L. Crawford, General Chairman SMWIA

FOR THE CARRIER:


J. H. Wilson, Dir. Labor Relations

cc: 6178-12 ROA
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