



Labor Relations Department
500 Water Street – J455
Jacksonville, FL. 32202

N. V. Nihoul, Director
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August 10, 2009

CSXT Labor Agreement No. 12-007-09

Mr. D. R. Albers, General Chairman
Allied Federation
315 West Main Street Suite 20
Hendersonville, Tennessee 37075

Mr. J. D. Knight, General Chairman
Seaboard Federation
2153 Broadwater Drive
Jacksonville, Florida 32225

Mr. G. L. Cox, General Chairman
Southern System Division
800 Concord Road
P. O. Box 24068
Knoxville, Tennessee 37933-2068

Mr. T. R. McCoy, General Chairman
Affiliated System Federation
9300 Runyon Road
Catlettsburg, Kentucky 41129

Mr. Jed Dodd, General Chairman
Pennsylvania Federation
121 N. Broad Street – Suite 503
Philadelphia, Pennsylvania 19107

Mr. B. A. Winter, General Chairman
Consolidated Rail System Federation
58 Grand Lake Drive
Port Clinton, Ohio 43452

Mr. S. A. Hurlburt, Jr., General Chairman
Northeastern System Federation
135 Mick Lane
Oneonta, NY.13820-4316

Gentlemen:

This will confirm our discussions and agreement that the work of installing and removing environmental track mats and the establishment of Track Mat Gangs will be governed as follows:

I. Effective September 1, 2009 all work in connection with installing and removing environmental track matting (absorbent mats installed in tracks to catch contaminants such as fuel and oil) shall be performed by BMWED-represented forces and shall not be contracted out except as expressly stipulated in Section II below.

II. The Carrier may contract out the following work in connection with installing and removing track matting:

A. The operation of a Vacuum Truck staffed by one operator and one mechanic for the purpose of removing fouled ballast from the track.

- B. The hauling away and disposal of fouled track mats that have been removed from the tracks by BMWED-represented forces.

III. Track Mat Gangs shall be established and operated under the terms of the June 1, 1999 System Agreement except as expressly set forth below:

- A. Track Mat Gangs will consist of at least one Foreman and one Machine Operator who shall be paid at the following hourly rates, subject to all applicable rate increases:

Foreman	\$23.98
Machine Operator	\$23.25

- B. Employees who bid on or displace on Track Mat Gangs will be provided with the required forty (40) hour initial training program, and eight (8) hours of annual recertification training.
- C. Any employee who bids to or displaces on a Track Mat Gang will not be permitted to bid off, except to a higher-rated position, for a period of six (6) calendar months from the date the employee is assigned to the position.
- D. CSXT may establish Track Mat Gangs as District, SLWT or System Gangs as follows:
 - 1. If CSXT chooses to establish System Track Mat Gangs, positions on such gangs shall be governed by the provisions of the System Production Gang Agreement (as amended), except that System Track Mat Gangs may have fewer than twenty (20) employees, will be advertised and awarded on a system-wide basis and will be exempt from the annual bulletining provisions.
 - 2. If CSXT chooses to establish District or SLWT Track Mat Gangs, positions on such gangs shall be governed by the terms and conditions of the June 1, 1999 System Agreement, except as expressly provided herein.
- E. When Track Mat Gangs are unable to gain access to scheduled work locations for reasons beyond their control (such as not being able to obtain track time), the Track Mat Gangs may be temporarily assigned to perform other environmental clean-up work for which they are properly trained and equipped.

FOR THE ORGANIZATION:

Dennis R. Albers

Dennis R. Albers, General Chairman

Gary L. Cox

Gary L. Cox, General Chairman

Jed Dodd

Jed Dodd, General Chairman

Bradley A. Winter

Bradley A. Winter, General Chairman

Stuart A. Hurlburt, Jr.

Stuart A. Hurlburt, Jr., General Chairman

James D. Knight

James D. Knight, General Chairman

T. R. McCoy, Jr.

T. R. McCoy, Jr., General Chairman

AGREED:

J. R. Cook

J. R. Cook, Vice President

FOR THE CARRIER:

Noel V. Nihoul

Noel V. Nihoul, Director Labor Relations

John L. West

John L. West, Vice President Engineering