

MEMORANDUM OF AGREEMENT

Between

CSX TRANSPORTATION, INC.

And its employees represented by

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND ENGINEERS

In accordance with Side Letter 4 of the BLET SSA and the parties discussions surrounding opportunities to improve working conditions for Locomotive Engineers by providing scheduled days off. In this regard, we have determined that a six and two (6/2) self supporting pool operation as outlined herein should meet this objective. As such, is limited to the territory under the jurisdiction of the General Chairman signatory hereto. It is of no force and effect on any other BLET jurisdiction, is made without prejudice to the position of other General Chairman of jurisdiction, and is non-referable by the Company in any work/rest dispute involving such other General Chairman of jurisdiction. The parties recognize the intent of the 6/2 self supporting pool is for employees assigned to this pool to have six (6) consecutive starts in their work week cycle with two assigned days off; therefore the pool will be regulated on starts to reflect this intent. In view of the foregoing, we are agreeable to implement the following on a trial basis at Erwin TN in the APBRA2 and APKPA2 unassigned pool:

Section 1 Work-Rest Cycle Pools

- A. Engineers regularly assigned in short pool operations will work or be available for work six (6) consecutive days (the work cycle) followed by two (2) consecutive rest days (rest cycle) that are designed to rotate.

Note: In the event the Company is considering establishing a Work/Rest Pool under the provisions of this Section that have the potential of adversely affecting the earning ability of employees, such pool will not be established until the Division Manager, Labor Relations and the General Chairman have had an opportunity to review the operation and earnings for the employees affected, and agree to implement.

- B. The observance of rest days by employees is mandatory.

- C. Engineers will automatically be marked off for the rest cycle and automatically marked up for service at the conclusion of the two-day rest cycle.
- D. Rest cycles, referred to in paragraph A. of this Section, will begin and end at 0001 hours. Engineers at the home terminal will be subject to call until 2200 hours of the sixth (6th) day of their work cycle.
- E. Upon completion of the rest cycle the employees will be marked up for call at the bottom of the pool standings in the order they were released from service. For Engineers returning from rest cycles, calling time will begin at 2200 hours for 0001 hours on duty time.
- F. Any Engineer who arrives at the away from home terminal on the 7th day will deadhead to the home terminal in combination service.
- G. Engineers who arrive at the away from home terminal on the sixth (6th) day will contact CMC prior to tying up. CMC will either:
 - 1. Place the Engineer first out behind an Engineer with the same set of rest days;
or,
 - 2. Deadhead the Engineer to the home terminal in combined service.
- Note: The application of this provision will not constitute a run-around claim but is intended, if possible, to avoid working Engineers home on the seventh day.
- H. Engineers arriving back at the home terminal after 0001 on the seventh day will begin their rest cycle in accordance with the RSIA—commencing with their off duty time, with a minimum of forty eight (48) hours.
- I. The TECS system showing rest cycles will be updated by the Company to now reflect the Six (6) and Two (2) Work/Rest cycle.
- J. The turns of Engineers will be removed from the pool during the rest cycle.
- K. An Engineer will not be required to accept an assignment that goes on duty after 8:00 p.m. in anticipation of the following authorized absences such as rest day, personal day, vacation day(s) or demand days off.
- L. Engineers will not be required or allowed to start or observe any portion of their two (2) day rest cycle at the away-from-home terminal.
- M. Engineers available for 24-hours on any calendar day of their work cycle but not called and used will not break the continuity of the six (6) day work cycle. Engineers in this situation will not be deprived of observing their two (2) day (48-hour) rest cycle.

- N. Engineers in this pool service and on their work cycle will not be used in any other service, unless the Company is unable to fulfill its manpower requirements by exhausting the vacancy fill procedures and then will be made whole for any loss of earnings that occurs.
- O. All provisions of the Single System Agreement not in conflict with this agreement remains applicable.

Section 2 Self Supporting Pool [SSP]

- A. When an open or vacant turn becomes first (1st) out and is called at the home terminal, it will be set aside and not filled from the extra board. The next rested and available pool Engineer in standing order will be called for that trip. If a turn that has been set aside has been claimed it will be placed at the bottom of the pool standing at the Home Terminal.

When the incumbent of the vacant turn marks up this turn will also be placed at the bottom of the pool.

Note: An open turn is defined as unoccupied and available for bid. A vacant turn is defined as a turn that is occupied and the Engineer has marked off.

- B. When the pool is exhausted, an extra turn will be cut into the pool at the home terminal using the road extra board as the initial supply. The extra turn will take their turn at the away-from-home terminal and will be cut out after it works/deadheads to the home terminal.

Section 3 Exercising Seniority to Pool

- A. When the Six (6) and Two (2) Work/Rest cycle is initially implemented, Engineers will be assigned two (2) consecutive days off beginning with turn #1 which will be assigned Saturday/Sunday turn #2 will be assigned Sunday/Monday etc., until all Engineers in the pool have been assigned off days.

Note: CMC will review the assigned off day schedule with the respective Local Chairman's input and this schedule will be bulletined at the location ten (10) days in advance of the implementation of this agreement.

- B. Engineers entering the pool after the implementation date will be required to claim an open turn. If an open turn does not exist, they would then displace the junior Engineer and assume the conditions of that position. Engineers will not be permitted to exercise seniority within the pool they are working.

Section 4 Establishing 6/2 Pools

- A. In the event a terminal/location is identified that meets the criteria outlined herein, the BLET General Chairman and Company will meet to discuss implementing this agreement at those locations. If it is agreed to by both parties to implement this agreement at another location, it is understood that the parties will endeavor to finalize such discussions within ten (10) days of a terminal/location being identified.

- B. At locations where a 6/2 pool is established, it will remain in effect for one hundred and twenty (120) days.

- C. Any disputes arising from the application of this agreement will be addressed between the General Chairman and the Director Labor Relations, prior to this agreement being canceled.

- D. This Agreement shall become effective June 16, 2011 and may be cancelled by a sixty (60) day written notice from one party to the other. In the event a cancellation notice is served by either party, the parties agreed to meet and if possible resolve the issue(s) that led to the cancelation being served.

If the foregoing accurately reflects our discussions, please indicate your concurrence by signing in the space provided and return one signed copy to the undersigned.

Signed in Jacksonville Florida this 7^h day of September 2011.

FOR THE EMPLOYEES:

FOR CSXT:



Matt Thornton, General Chairman
Brotherhood of Locomotive Engineers

Myron Becker, Director
CSXT Labor Relations
Southern Region Operations