

Side Letter No.1

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

Mr. C. L. Roy, General Chairman
Brotherhood of Locomotive Engineers
452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding with respect to the general wage increase provided for in Article I, Section 1, and the signing bonus provided for in Article I, Section 2, of the Agreement of this date.

The Carrier will make all reasonable efforts to pay the retroactive portion of such general wage increase and the signing bonus as soon as possible, but no later than sixty (60) days after the date of this Agreement. If the Carrier finds it impossible to make such payments within that specified time period, the Carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,
H. S. Emerick, Director
J. T. Williams, Director

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No.2

May 28,1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
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Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This refers to the increase in wages provided for in Section 1 of Article I of the Agreement of this date. It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the Carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly

H. S. Emerick, Director
J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 3

May 28, 1996

Mr. D. M. Menefee, General Chairman
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Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding regarding Article I - Wages of the Agreement of this date. Solely for the purpose of concluding this Agreement, the Carrier has agreed to apply the general wage increases provided for therein to mileage rates of pay for miles run in excess of the number of miles comprising a basic day (overmiles) and to compute the lump sums provided for therein without excluding overmiles.

Our agreement to include language providing for such applications shall not be considered as precedent for how such issues should be addressed in the future and is without prejudice to our position that this component of the pay system is inappropriate.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree:
D.M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 4

May 28, 1996

Mr. D. M. Menefee, General Chairman
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Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This refers to the Lump Sum Payments provided for in Article I of the Agreement of this date. Sections 3 and 5 of Article I are structured so as to provide payments that are essentially based on the compensation earned by an employee during a specified calendar year. Section 10 provides that all of these payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payments. Thus, for example, under Section 3 of Article I, except for an employee who has retired or died, the Agreement requires that an employee have an employment relationship on July 1, 1996 in order to receive that lump sum payment.

The intervals between the close of the measurement periods and the actual payments established in the 1991 National Implementing Document were in large measure a convenience to the Carriers in order that there be adequate time to make the necessary calculations.

In recognition of this, we again confirm the understanding that an individual having an employment relationship with the Carrier on the last day of a particular calendar year used to determine the amount of a payment under Section 3 and 5 of Article I will not be disqualified from receiving the payment provided for in the event his employment relationship is terminated following the last day of such calendar year but prior to the payment due date.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 5

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
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Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding with respect to Article III, Section 2 and Article V, Section 1 of the Agreement of this date.

Those provisions shall be applied effective on the first day of the calendar month immediately following the month in which this Agreement is ratified.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 6

May 28, 1996

Mr. D. M. Menefee, General Chairman
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Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding regarding Article V - Benefits Enhancements of the Agreement of this date.

This will confirm our understanding that eligibility criteria in effect on December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in eligibility as set forth in Article V, Section 1 are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Please acknowledge your agreement by signing your names in the spaces provided below.

Your very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree:

D. M. Menefee, Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 7

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
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Atlantic Beach, FL 32233

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452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding regarding Article V - Benefits Enhancements of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director

J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman

C. L. Roy, General Chairman

Toni Smith, General Chairman

cc: C. V. Monin, First Vice President

P. T. Sorrow, Vice President

Side Letter No. 8

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
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Atlantic Beach, FL 32233

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Brotherhood of Locomotive Engineers
452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

During the negotiations which led to the Agreement of this date, the parties had numerous discussions about the relationship between time worked and benefits received. The Carrier was concerned that certain employees were not making themselves sufficiently available for work, but due to the then current eligibility requirements such employees remained eligible for health and welfare and dental benefits. As a result of these discussions, the parties agreed to tighten one eligibility requirement from any compensated service in a month to seven calendar days compensated service in a month (the "seven day rule"). However, it was not the intent of the parties to affect employees by this change where such employees have made themselves available for work and would have satisfied the seven day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven day rule, or because monthly mileage limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule.

Also, where employees return to work from furlough, suspension, dismissal, or disability (including pregnancy), or commence work as new hires, at a time during a month when there is not opportunity to render compensated service on at least seven calendar days during that month, such employees will be deemed to have satisfied the seven day rule, provided that they are available or actually work every available work opportunity.

However, in no case will an employee be deemed eligible for benefits under the new eligibility requirement if such employee would not have been eligible under the old requirements.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,
H. S. Emerick, Director
J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 9

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

Mr. C. L. Roy, General Chairman
Brotherhood of Locomotive Engineers
452 Osceola
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understandings regarding Article VIII - Rate Progression Adjustment For Promotion of the Agreement of this date.

Any promotion adjustment made pursuant to Article VIII shall be applied solely on a prospective basis.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director

J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 10

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

Mr. C. L. Roy, General Chairman
Brotherhood of Locomotive Engineers
452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding regarding Article IX Enhanced Customer Service of the Agreement of this date.

In recent years the rail freight sector of the transportation market place has taken steps toward a more competitive discipline which, if successful, could point the rail industry toward more growth. The parties to this Agreement are intent on nurturing these improvements. In this respect we mutually recognize that an important reason underlying the recent improvement has been enhanced focus on customer needs and improved service as the framework for working conditions. Increased employee productivity and more immediate responses to customer needs by railroad employees at all levels have been and will continue to be at the very heart of this effort.

In order to continue these recent improvements, the parties intend to respond to customers' needs with even greater efforts. In Article IX, we have developed a framework for achieving our mutual goal of retaining existing customers and attracting new business by providing more efficient and expedient service, including relaxation of work rules specified therein where and to the extent necessary for those purposes. We are also in accord that these undertakings should appropriately recognize the interests of affected employees in fair and equitable working conditions.

This will confirm our understanding that the NCCC Chairman and the BLE President shall promptly confer on any Carrier proposal under Article IX that the BLE President deems to be egregiously inconsistent with our mutual intent. Such proposal shall be held in abeyance pending conference and shall not be implemented until adjusted by agreement of the parties or, absent such agreement, resolved by expedited, party paid arbitration as set forth in the attachment hereto.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

Messrs. Menefee, Roy & Smith
May 28, 1996
We agree:
D. M. Menefee, Chairman

Side Letter No. 11

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
Mayport Road, Suite 2
Atlantic Beach, FL 32233

Mr. C. L. Roy, General Chairman
Brotherhood of Locomotive Engineers
452 Osceola Avenue
Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This refers to our discussions concerning flowback arrangements between engine and train service positions in those situations where the BLE represents Engineers. The Carrier shall meet with and obtain the concurrence of the BLE representative(s) having jurisdiction over the Engineers' seniority roster or rosters involved in any flowback arrangements on such Carrier before the flowback arrangements can be implemented.

Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We Agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 12

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

Mr. C. L. Roy, General Chairman
Brotherhood of Locomotive Engineers
452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation. Please acknowledge your agreement by signing your names in the spaces provided below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree:
D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 13

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
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452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This will confirm our commitment to continue to train and promote sufficient numbers of employees to engine service to protect our normal business requirements including having manpower to allow for Personal Leave Days to be taken in accordance with the intent of Article VI - Personal Leave. This shall not be construed as establishing formulas or quotas.

Yours very truly

H. S. Emerick, Director
J. T. Williams, Director

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 14

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

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Brotherhood of Locomotive Engineers
452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This refers to our discussions during negotiations regarding penalty claims in research status being used to reduce extra board guarantee payments.

The parties recognize that certain problems exist within the Carrier's computer system that preclude automatic adjustments to guarantees when penalty payments are paid or declined. It is further recognized that such problems can only be resolved by reprogramming the computer system.

The necessary reprogramming is in progress and it is estimated the system will be ready for implementation on or about September 30, 1996. The Carrier will make all reasonable efforts to meet the projected implementation date. However, if the Carrier finds it impossible to meet the scheduled date, the Carrier shall notify you in writing explaining the reasons for delay and when the reprogramming will be complete.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree:
D. M. Menefee, General
C. L. Roy, General
Tony Smith, General

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 15

May 28, 1996

Mr. D. M. Menefee, General Chairman
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Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding that CSXT and the General Committees representing engineers on the CSXT properties will participate in the arbitration of the "Question at Issue": "In light of the agreement attached and all other relevant circumstances, should locomotive engineers receive any certification pay? If so, how much?"; which will be arbitrated between the BLE and the NCCC at the national level. The Arbitration Award may be rejected by individual General Committees if the appropriate Carrier official is notified within thirty (30) days of issuance of Award. However, this Agreement and the disposition of the foregoing question represent full and final settlement of the notices served by the BLE on or after November 1, 1994 on Carriers represented by the NCCC in the current round of bargaining and notices served by or on behalf of such Carriers on the BLE on or after November 1, 1994. Please acknowledge this agreement by signing your names in the spaces below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 16

May 28, 1996

Mr. D. M. Menefee, General Chairman
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Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
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Troy, Alabama 36081-1207

Gentlemen:

This confirms our understanding that upon ratification of this Agreement and the Master Roster Agreements, each employee will be paid a signing bonus of \$604.08.

Please acknowledge this agreement by signing your names in the spaces below.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

We agree

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President

Side Letter No. 17

May 28, 1996

Mr. D. M. Menefee, General Chairman
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Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This has reference to our discussions during negotiations regarding implementation of the various wage, benefit and work rule changes covered by the Agreement of this date.

The parties recognize that implementation of the various Agreement provisions will require a considerable amount of reprogramming work to modify the Carrier's Payroll and Crew Management Systems. The Carrier is committed to accomplishing the necessary work as quickly as possible and will make every effort to make the necessary modifications expeditiously.

In this regard, the Carrier will meet with the General Chairmen immediately after ratification of the Agreement to develop an implementation schedule that is mutually acceptable to all parties. It is not intended for this process to delay implementation of those Agreement provisions that can be accomplished without reprogramming work or in those instances where the Carrier has committed to a specific implementation date.

Yours very truly,

H. S. Emerick, Director
J. T. Williams, Director

Side Letter No. 18

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

Dear Sir:

This will confirm our understanding in connection with your request for an exchange rate differential for Engineers working in Canada.

Effective July 1, 1996 a daily adjustment to the compensation for Engineers working in Canada will be made to reflect the difference in the exchange rate between the Canadian Dollar and the U. S. dollar. The adjustment will be based on the difference in the exchange rates as published in the Wall Street Journal on the first Monday in June of each year. A new adjustment ratio will be calculated and placed into effect on July 1 of each year.

The grant of an exchange rate differential will be for the term of the Agreement through January 1, 2000 and is specifically being made in recognition of the value exchanged between the parties and the work rule relief associated with the redistricting of Engineers' seniority acquired by CSXT as provided for in the May 28, 1996 Agreement.

Please acknowledge this agreement by signing in the space provided below:

Very truly yours,

H. S. Emerick, Director

AGREED:
D. M. Menefee

Side Letter No. 19

May 28, 1996

Mr. D. M. Menefee, General Chairman
Brotherhood of Locomotive Engineers
645 Mayport Road, Suite 2
Atlantic Beach, FL 32233

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Brotherhood of Locomotive Engineers
452 Osceola Avenue
Jacksonville Beach, Florida 32250

Mr. Tony Smith, General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 1207, 1122 South Brundridge St.
Troy, Alabama 36081-1207

Gentlemen:

This will confirm our understanding that the Iron Highway Agreement (CSXT Labor Agreement 1-051-94) attached hereto will be incorporated into the Single Agreement negotiations under Article XX. Please acknowledge this agreement by signing your names in the spaces provided below.

H. S. Emerick, Director
J. T. Williams, Director

We agree:

D. M. Menefee, General Chairman
C. L. Roy, General Chairman
Tony Smith, General Chairman

cc: C. V. Monin, First Vice President
P. T. Sorrow, Vice President