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**ARTICLE 59 – TRANSPORTATION WITHIN/WITHOUT TERMINALS**

Agreed upon Interpretation of Article 59, of CSXT Labor Agreement 1-023-07 as a result of discussions held in accordance with Article 32 of said agreement at Disputes Resolution Committee Meetings held in Sandestin, Florida on April 12, 2009.

Paragraph 6. Note 2. reads:

*“Throughout this Agreement, whenever the topic of “transportation” is discussed or the word used to describe the movement or transporting of Engineers for any reason by CSXT, it will, by definition mean: “Suitable Transportation” which is CSXT- owned or provided passenger carrying motor vehicles or taxis, trains or planes.”*

The Company has agreed that it will not deadhead Engineers on freight trains unless there are emergency conditions that would prohibit their transport in passenger carrying conveyances. Emergency conditions are described in Article 75. “Annulment of Assignments”, Paragraph E. as “conditions such as derailments, wrecks, wash outs, snow storms, or floods . . or unauthorized work stoppages . . . “.

Signed this date, April 14, 2010 at Sandestin, Florida.

  
D. W. Ingoldsby  
AVP Labor Relations

Agreed:

  
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T. Smith, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

*D. L. Moates*

**D. L. Moates, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen**

*R. A. Finamore (DML)*

**R. A. Finamore, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen**

Approved:

*Gil Gore*

**Gil Gore, Vice President  
Brotherhood of Locomotive Engineers and Trainmen**

*Article 59 – Letter of Interpretation*