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ARTICLE 75 – ANNULMENT OF ASSIGNMENTS

Agreed upon Interpretation of Article 75, 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.

The parties have agreed that the correct basis of pay for assignments annulled under this Article is found in Paragraph F. of Article 75.

Paragraph F. reads:

“If assignments are annulled between Job Adjustment Days (JAD) Engineers will be paid a basic day, miles, or trip rate whichever is greater for each day or trip of their assignment while annulled, and will remain on the annulled assignment until notified that the assignment will again be worked or will be abolished on the next JAD in accordance with Article 81 Electronic Bid System – Standing Bid.”

This does not effect the payment of setback or waiting time under Article 78.

Signed this date, April 14, 20010 at Sandestin, Florida.

**D. W. Ingoldsby
AVP Labor Relations**

Agreed:

**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 (DART)

**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 75 – Letter of Interpretation