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File: 6018-SSA  
Article 5

Mr. Tony Smith  
General Chairman – BLET  
P.O. Box 1207  
Troy, AL 36081-1207

Mr. Matt Thornton  
BLET General Chairman  
P.O. Box 49  
Etowah, TN 37331

Mr. Rick Finamore  
General Chairman - BLET  
Azalea Office Park  
6 Fairfield Boulevard, Suite 12  
Ponte Vedra Beach, FL 32082

Mr. Jim Louis  
General Chairman – BLET  
1807 Elmwood Avenue, Suite 124  
Buffalo, NY 14207-2434

Gentlemen:

This confirms our discussions wherein it is agreed that the provisions of Article 5, Perfect Attendance Stock Award [PASA], BLET SSA (1-023-07) and Article 5 of the BLET Transitional System Agreement (1-022-10) will be amended as provided for as follows:

- A. In recognition of the negotiated changes contained herein and upon notification of ratification of this agreement, the Company will apply the amended provisions of Article 5 as follows:
1. The Company will make a one-time adjustment to increase the Perfect Attendance Stock Award to sixty (60) shares that will be granted to eligible employees for the January 1, 2011 – June 30, 2011 qualification period.
  2. Increase the forty (40) shares of CSX Corporation Common Stock to one Hundred and Fifty (150) shares of CSX Corporation Common Stock, and;

### **Perfect Attendance Stock Award [PASA]**

- A. 1. In addition to the MICP Bonus program outlined in Article 6 of the BLET SSA/TSA, Engineers who for each bi-annual period, defined as January 1 through to and including June 30 and July 1 through to and including December 31st, who meet the performance and the perfect weekend attendance criteria outlined in paragraph 3. of this Section 2, will be eligible for an award up to the maximum number of shares of CSX Corporation Common stock as provided for herein in recognition for their individual performance. "PASA" Shares awarded will be placed in their 401k account as follows:
  2. Effective with the date of this Agreement, all eligible CSXT Engineers will be entitled to an award of seventy - five (75) shares of CSX Corporation Common Stock for every six (6) months of perfect weekend attendance. The sixth month periods begin January 1 and July 1 each year.

### **Administration:**

- B. The shares of CSX Corporation Common stock referred to in Paragraph A, will be allocated on the basis of the following and subject to the individual performance criteria outlined in Paragraph C of this Section 2 and the following:

A maximum of fifty percent (50%) of the shares of CSX Corporation Common stock subject to the "PASA" will be allocated for successfully meeting the combined criteria outlined in Paragraphs C. 1. and C. 2. of this Section 2 for each six month calendar period defined as January 1 through to and including June 30<sup>th</sup> and July 1<sup>st</sup> to and including December 31st. Recipients of this award will have such shares placed in their 401k account. Those awardees who do not have a 401(k) account will receive the cash equivalent of said stock based on the closing price of CSX stock on the last day of the semi-annual period.

### **C. Definition of Performance Criteria:**

1. Contingent upon an Engineer not having sustained a reportable FRA injury or proven responsibility under Article 30 of the BLET SSA/TSA for a human factor derailment for each six (6) month period outlined in paragraph's A and B of this Article, eligible engineers will be entitled to the award of shares of CSX Corporation Common Stock.
2. Effective with the implementation date of this Agreement, all eligible CSXT Engineers will be entitled to the award of shares of CSX Corporation Common Stock for each six (6) month period as outlined in paragraph's A and B of this Article.

Perfect attendance for the purpose of this agreement is defined as one hundred percent (100%) availability for the period beginning at 0001 Friday including Saturday, Sunday and ending at 2359 on Monday during a consecutive six (6) month period. Rest days are considered as being available for service. Any other non-compensated mark offs will be considered as unavailable. All letters of understanding related to Article 5 of the BLET SSA/TSA between the parties are incorporated into the provisions of this agreement by reference.

- D. Engineers deemed ineligible for the Perfect Attendance Stock Award as a result of being disciplined as outlined in paragraph C. 1. herein and the disciplinary decision is subsequently overturned, will have the "PASA" distributed as provided for in Paragraph B.
- E. Engineers must be in active service either as an engineer or trainmen and perform fifty-one percent (51%) of their starts as an engineer during the six (6) month measurement period in paragraph's A and B of this Article to be eligible under this agreement for the "PASA" for that period. Engineers who qualify under this provision will not be eligible for the ASA in another craft.
- F. This agreement is made without prejudice to either party's position regarding the application of Article 5 of the BLET SSA/TSA.


In addition, this will confirm our understanding of the implementation of the proposed revisions to the Perfect Attendance Stock Award [PASA] under the Article 5 of the BLET SSA (1-023-07) and Article 5 of the BLET Transitional System Agreement (1-022-10). It is agreed that qualification for the PASA for the period of July 1, through December 31, 2011 will be broken down into two measurement periods:


1. July 1, 2011 through August 31, 2011 – qualification will be measured under the old criteria in Article 5, specifically Friday – Sunday availability.
2. September 1, 2011 through December 31, 2011 – qualification will be measured under the revised criteria contained in the August 19, 2011 Agreement revising Article 5 of the SSA and TSSA.
3. CMC will compile a list of qualified engineers for each of the above identified time periods under the appropriate qualification criteria. Engineers whose names appear on both lists will qualify for the seventy-five (75) shares of CSX common stock under the new revised provisions of the August 19, 2011 Agreement amending Article 5.
4. Effective January 2012 the amended provisions of Article 5 will apply.

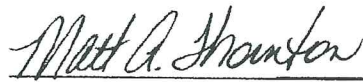
If the foregoing accurately reflects our discussions to amend the existing provisions and/or application of the referenced provisions of the BLET SSA/TSA, please affix your signature in the space provided below and return one copy for my records.


I concur:


Sincerely,

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


  
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Myron W. Becker  
Director Labor Relations  
Southern Region Operations

  
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Matt Thornton, General Chairman  
Brotherhood of Locomotive Engineers  
and Trainmen

  
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Salvatore Macedonio  
Director Labor Relations  
Northern Region Operations

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

  
\_\_\_\_\_  
Jim Louis, General Chairman  
Brotherhood of Locomotive Engineers  
and Trainmen

  
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Mr. Gil Gore  
Vice President  
Brotherhood of Locomotive Engineers  
and Trainmen