



N. V. NIHOUL  
Director Labor Relations  
CSX II Bldg 1st Floor  
6735 Southpoint Drive South  
Jacksonville, FL 32216-6177  
Telephone (904) 279-3311  
Facsimile (904) 279-3330

**SENT VIA FACSIMILE TRANSMISSION AND U. S. MAIL**

February 23, 2011

File: 6018-12 CSXT  
Amended clarification  
to Appendix S, Section 26  
"Winterization"

Mr. D. R. Albers, General Chairman  
Allied Federation  
111 Imperial Blvd., C-300  
Hendersonville, TN 37075

Mr. J. D. Knight, General Chairman  
Seaboard Federation  
2153 Broadwater Drive  
Jacksonville, FLorida 32225

Mr. G. L. Cox, General Chairman  
Southern System Division  
800 Concord Road  
P. O. Box 24068  
Knoxville, Tennessee 37933-2068

Mr. T. R. McCoy, General Chairman  
Affiliated System Federation  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

Mr. Jed Dodd, General Chairman  
Pennsylvania Federation  
121 N. Broad Street – Suite 503  
Philadelphia, Pennsylvania 19107

Mr. T. J. Nemeth, General Chairman  
Consolidated Rail System Federation  
4486 Emerson Road  
South Euclid, Ohio 44121

Mr. S. A. Hurlburt, Jr., General Chairman  
Northeastern System Federation  
135 Mick Lane  
Oneonta, New York 13820-4316

Gentlemen:

This will serve to confirm our various conversations with regard to the parties desire to further modify and clarify Section 26 – Winterization of SPG Equipment that was amended on August 22, 2005, and clarified by letter dated November 12, 2008.

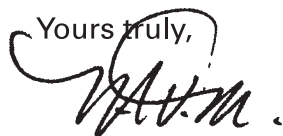
As a ready reference, our proposed modifications to Section 26 of Appendix S of the June 1, 1999 System Agreement are identified as follows:

**Section 26 – Winterization of SPG Equipment**

- A. Winterization of SPG equipment will be performed by some members of the SPG whose equipment is being winterized, notwithstanding that during the period of winterization, and at that time only, fewer than 20 members of the SPG may be engaged in winterization.

- B. Winterization may occur on a Service Lane Work Territory as identified in the initial bulletins that are posted for the succeeding production season. Preference will go to qualified members of that SPG unit who have seniority in the required job class on the district where the work will take place. If more people are required they will be obtained in seniority order from those who hold seniority in the required job class and members of that SPG unit.
1. Winterization occurs in two (2) phases. The first phase of the winterization process is that which is performed beginning with the abolishment of a particular team up to the end of the current calendar year. The second phase of the process is that which occurs at the beginning of the following calendar year until that particular team actually commences working for the new production season.
- A. The parties agree that at the beginning of the following calendar year, since the awards for the coming production season have been made, the employees who are assigned by bulletin to those positions then become the new candidates for the remainder of the winterization process.
- C. Employees retained for winterization will be governed by the following:
1. SPG Tie and Surfacing Teams will maintain no more than 4 machine operators who are on the Machine Specific System Machine Operator roster and such machine operators will be utilized in seniority order. Additional machine operators from that SPG will be entitled to the positions based on their system machine operator roster seniority.
2. SPG Rail Teams will maintain no more than 3 machine operators who are on the Machine Specific System Machine Operator roster and such machine operators will be utilized in seniority order. Additional machine operators from that SPG will be entitled to the positions based on their system machine operator roster seniority.
- D. It is understood that this provision will not be referred to by either party in the handling of any other matter.

If the above clearly reflects the parties understanding please affix your signatures in the space provided below, returning one copy to this office for appropriate distribution and file. Further, it is agreed that any future reprints of the June 1, 1999 System Agreement will contain the amended language in Appendix S with a notation indicating the date of modification.

Yours truly,  


Noel V. Nihoul  
Director Employee Relations

FOR THE ORGANIZATION  
WE CONCUR:

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Dennis Albers, General Chairman

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Gary Cox, General Chairman

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Stuart A. Hurlburt, Jr., General Chairman

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James D. Knight, General Chairman

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T. R. McCoy, Jr., General Chairman

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Thomas J. Nemeth, General Chairman

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Jed Dodd, General Chairman

AGREED:

 *pending ratification*

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J. R. Cook, Vice President