

**AGREEMENT**

**between**

**NORFOLK SOUTHERN RAILWAY COMPANY**

**and its EMPLOYEES**

**represented by**

**SMART - TD**

**and the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

This Agreement sets forth provisions, consistent with those of Article VI of the May 8, 1996 UTU National Agreement and Side Letter No. 11 of the June 1, 1996 BLE National Agreement, which provide for the flowback of employees from engine to train service.

The following provisions will be placed in effect on the portions of the Carrier governed by the NSR UTU (SMART TD) and BLET Agreements.

- A. The number of employees holding regularly assigned positions as locomotive engineers at a location/supply point on the engineer's seniority district/zone that will be permitted to return to or remain in train service under this Agreement will be limited to the number of qualified and available demoted locomotive engineers at such location/supply point on the engineer's seniority district/zone.

**Note:** As used in this Agreement, the term qualified, as it applies to employees flowing to/from train/engine service, shall be deemed to include (but is not limited to) qualification on the physical characteristics of the territory protected by the regularly assigned/extra board positions.

- B. Active employees with train and engine service seniority may request to be designated as flowback commencing either of two "Option Dates" per calendar year designated as the second Saturday in April and October.
- C. Not less than fourteen (14) days and not more than thirty (30) days prior to an Option Date, any employee working as a locomotive engineer who also has trainman seniority rights may file a written request with the Carrier's Crew Management Office (with copy to the Division Road Foreman of Engines) requesting a return to train service when their services are not needed as engineer. An

employee's request to remove his/her flowback designation must also be made at this time and in this manner.

**Note:** Employees who receive flowback designation as a result of this Agreement are not required to resubmit their request to maintain flowback designation on subsequent Option Dates.

Subject to (A)-(C) above, each employee holding a regularly assigned position as a locomotive engineer who has a valid request on file pursuant to this Agreement will be notified no less than five (5) days before the Option Date, in seniority order (based upon engineer's seniority date), that he or she will be designated as flowback and permitted to work in train service when his/her service as engineer is not needed.

Not less than five (5) days prior to the Option Date, any ground service vacancies created by newly designated flowback employees will be advertised for bid.

- D. An employee exercising train service seniority rights under this Agreement will be added to the ground service extra board at 12:01 a.m. on the Option Date.

It will be the employee's responsibility to be qualified on the territory to which an exercise of seniority is made. The Carrier will not be required to provide compensation for such qualification.

- E. An employee returning to train service under this Agreement will be treated, during all time in train service resulting from the exercise of rights granted hereunder, as "non-protected" trainmen ineligible for any form of payment (including guarantees, productivity fund buyouts, allowances and arbitraries) or benefit available to "protected" trainmen under any applicable existing or future crew consist agreements.
- F. Demoted engineers who receive the flowback designation and are working in train service will not have the right to voluntarily return to their former craft until the next Option Date, and subject to proper request to rescind their flowback designation, unless there is no longer a ground service position at the location/supply point.
- G. In filling permanent engineer vacancies and adding engineers to the extra board, employees who returned to train service under this agreement will be subject to force assignment in reverse engineer seniority order at the location/supply point once the need for engineers exceeds the number of non-flowback, demoted.

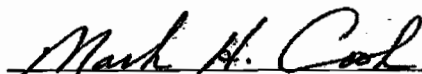
- H. When it becomes necessary to reduce the number of engineers at a location/supply point, engineers designated as flowback engineers will be returned to train service (in engineer's seniority order) ahead of other engineers. If the reduction in engineers at a location/supply point exceeds the number of engineers designated as flowback or there are no engineers designated as flowback at the location /supply point, engineers who are not designated as flowback will be sent to train service in reverse seniority order.
- I. The parties agree that the process by which temporary engineer vacancies are filled remains unchanged by the terms of this Agreement, except engineers in train service as a result of this Agreement will be called after other demoted engineers to protect temporary engineer vacancies.

This Agreement takes effect on November 1, 2016. Any party to this Agreement may cancel and void this agreement by giving thirty (30) days written notice to all parties signatory to the agreement. However, prior to such written notice the parties will meet within thirty (30) days, upon all parties being notified in writing that one or more of the parties desire to cancel the agreement and the reasons. If the parties are unable to resolve the differences any party then may serve the thirty (30) day notice to cancel the Agreement. It is understood this agreement alters other agreements only to the extent necessary to give it effect. The parties will meet to discuss any issues that arise.


Signed in Norfolk, Virginia, this 12<sup>th</sup> day of December, 2016.

**FOR THE ORGANIZATIONS:**

**FOR THE CARRIER:**

  
M. H. Cook, General Chairman  
SMART - TD

  
Jeremy D. Moore, Assistant Vice President  
Labor Relations  
Norfolk Southern Railway Company

  
M. L. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
and Trainmen

**Jeremy D. Moore**  
Assistant Vice President  
Labor Relations  
(757) 629-2419

September 9, 2016

Side Letter No. 1

Mr. M. H. Cook, General Chairman  
SMART-TD  
101 West Broadway Avenue, Suite 240  
Maryville, Tennessee 37801

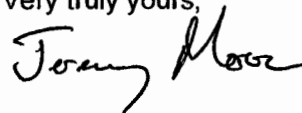
Mr. M. L. Wallace, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
P. O. Box 16039  
Asheville, North Carolina 28816

Gentlemen:



This concerns the agreement providing for the flowback of engineers from engine to train service under the Flowback Agreement dated November 1, 2016, on the portion of the Carrier governed by the NSR UTU (SMART TD) and BLET Agreements.

This letter is to confirm that in filling permanent RC Operator vacancies, employees will be subject to force assignment in reverse seniority order at the location/supply point. It is agreed that employees holding an engineer assignment, only under the terms of this flowback agreement, may not remain in engine service if they are junior RC Operator(s) at a location/supply point and no bids are received for an advertised RC Operator vacancy at that location/supply point, unless there are RC qualified employees working in train service at the location/supply point to assign.

Very truly yours,



I Agree:

  
M. H. Cook, General Chairman  
SMART-TD  
M. L. Wallace, General Chairman  
Brotherhood of Locomotive Engineers  
and Trainmen