

# **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 areas within the Lake Region Hub Network and the portion of the Illinois Division governed by the Wabash UTU 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 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 on the Option Date, the designated date on which employees may exercise rights hereunder to return to train service.

**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. Employees may elect to flow on two "Option Dates" per calendar year designated as the second Thursday in April and October.
- C. Not less than fourteen (14) days prior to the 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.

**Note:** Employees in ground service as a result of this Agreement are not required to resubmit their request to flowback on subsequent Option Dates to remain in ground service.

Subject to (A) above, each employee holding a regularly assigned position as a locomotive engineer who has a valid request on file pursuant to this section will be notified no less than five (5) days before the Option Date, in seniority order (based upon trainman's seniority date), that his or her request to return to train service will be granted.

Not less than five (5) days prior to the Option Date, vacancies created by employees whose request to flow back to train service has been granted pursuant to this agreement 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 p.m. on the Option date and will be required to remain at that location/supply point for no less than 60 days.

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 working in train service will have the right to bid on advertised permanent engineer vacancies (including extra board vacancies), in accordance with their engineer seniority.

Note: Engineers who flow back to train service under this Agreement will not be permitted to bid on advertised permanent engineer vacancies or otherwise voluntarily return to their former craft until the next Option Date, 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 (including those who returned to train service under this agreement) will be subject to force assignment in reverse engineer seniority order at the location/supply point.

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 will be implemented on June 1, 2015, unless necessary technology and administrative processes are completed sooner.

This Agreement takes effect on January 1, 2015, and will automatically expire on March 31, 2016. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE ORGANIZATIONS:**

**FOR THE CARRIER:**

\_\_\_\_\_  
J. T. Boswell, General Chairman  
SMART - TD

\_\_\_\_\_  
J. D. Moore, Assistant Vice President  
Labor Relations  
Norfolk Southern Railway Company

\_\_\_\_\_  
D. L. Dehart, General Chairman  
Brotherhood of Locomotive Engineers  
and Trainmen



Norfolk Southern Corporation  
223 East City Hall Avenue  
Norfolk, Virginia 23510-1728

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

January 6, 2015

Side Letter No. 1

Mr. J. T. Boswell, General Chairman  
SMART-TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Mr. D. L. Dehart, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
1015 Locust Street, Suite 826  
St. Louis, Missouri 63101

Gentlemen:

This concerns the agreement providing for the flowback of engineers from engine to train service between January 1, 2015, and March 16, 2016, on the areas within the Lake Region Hub Network and the portion of the Illinois Division governed by the Wabash UTU 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 the 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.

Very truly yours,

I agree:

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J. T. Boswell, General Chairman  
SMART-TD

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



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223 East City Hall Avenue  
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January 6, 2015

Side Letter No. 2

Mr. J. T. Boswell, General Chairman  
SMART-TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Mr. D. L. Dehart, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
1015 Locust Street, Suite 826  
St. Louis, Missouri 63101

Gentlemen:

This concerns the agreement providing for the flowback of engineers from engine to train service between January 1, 2015, and March 16, 2016, on the areas within the Lake Region Hub Network and the portion of the Illinois Division governed by the Wabash UTU and BLET Agreements.

This letter is to confirm our understanding that employees working in engine service may exercise their ground service seniority at their current location/terminal if they are no longer able to hold a position as an engineer (including the extra board) at that location/terminal.

Very truly yours,

I agree:

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J. T. Boswell, General Chairman  
SMART-TD

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



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223 East City Hall Avenue  
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Assistant Vice President  
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January 6, 2015

Side Letter No. 3

Mr. J. T. Boswell, General Chairman  
SMART-TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Mr. D. L. Dehart, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
1015 Locust Street, Suite 826  
St. Louis, Missouri 63101

Gentlemen:

This concerns the agreement providing for the flowback of engineers from engine to train service between January 1, 2015, and March 16, 2016, on the areas within the Lake Region Hub Network and the portion of the Illinois Division governed by the Wabash UTU and BLET Agreements.

This letter is to confirm our understanding that when it becomes necessary to reduce the number of engineers at a location/supply point, engineers who had flowed back to train service and were subsequently subject to force assignment to engine service will be returned to ground service (in engineer seniority order) ahead of other engineers.

Very truly yours,

I agree:

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J. T. Boswell, General Chairman  
SMART-TD

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