

MEMORANDUM OF AGREEMENT

between

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

NORFOLK SOUTHERN RAILWAY COMPANY

**WHEREAS**, Norfolk Southern Railway Company (NS) obtained a June 12, 1992 Arbitrated Agreement to establish Designated Programmed Gangs (DPGs) to perform certain production work throughout the Norfolk and Western Railway Company system without regard to former property lines or seniority districts;

**WHEREAS**, the June 12, 1992 Arbitrated Agreement for DPGs was extended to include the former CR lines acquired by NS pursuant to the January 14, 1999 Arbitrated Implementing Agreement, and to include the former Southern lines pursuant to the April 25, 2012, Memorandum of Agreement;

**WHEREAS**, Section 6 of the June 12, 1992 Arbitrated Agreement for DPGs provides a mechanism for NS to create additional types of DPGs subject to agreement of the General Chairmen and, if necessary, expedited party-pay arbitration, and NS issued an August 3, 2016 notice to the General Chairmen pursuant to this Section 6 to establish certain Bridge Tie Gang consists to be operated as a DPG commencing with 2017;

**WHEREAS**, the parties have taken conflicting positions as to whether the proposed Bridge Tie Gang consists may properly be incorporated into the DPG Agreement; and

**WHEREAS**, the parties signatory hereto desire to resolve this matter on a without prejudice basis by entering into an arrangement that will address the NS desire for certain Bridge Tie Gangs to be operated across existing seniority district boundaries and the Organization's concerns regarding certain terms and conditions associated with the operation of production gangs;

**THEREFORE**, it is agreed:

**ARTICLE I – Establishment of System Bridge Tie Gang Positions**

A. One System Bridge Tie Gang may be operated across seniority district lines of the former Southern (Northeast, Southeast, Northwest, and Southwest regions), which will

be referred to as the Southern Zone, and one System Bridge Tie Gang may be operated across seniority district lines of the combined NW-Wabash and D&H South regions, which will be referred to as the Northern Zone, pursuant to the conditions set forth below, as long as any such gangs have the following minimum consist of positions and machines:

**Southern Zone Gang -**

- Force Count - 1 B&B Foreman, 1 B&B Assistant Foreman, 8 B&B Mechanics.
- Mechanized Equipment - 2 Material Handling Trucks, 2 high capacity Tie Handling Machines (e. g. BTE 308 Hi-Rail Bridge Maintenance Excavator or equivalent), 1 Spiking Machine and 1 Clipper.

**Northern Zone Gang -**

- Force Count - 1 B&B Foreman, 1 B&B Assistant Foreman/Lead Carpenter, 4 Machine Operators (Track sub-department roster) 4 B&B Mechanics/Carpenters.
- Mechanized Equipment - 2 Material Handling Trucks, 2 high capacity Tie Handling Machines (e. g. BTE 308 Hi-Rail Bridge Maintenance Excavator or equivalent), 1 Spiking Machine and 1 Clipper.

B. 1) Bulletins advertising positions on these System Bridge Tie Gangs will be issued pursuant to the procedures of the former Southern Agreement for the Southern Zone Gang and pursuant to the NW-Wabash Agreement for the Northern Region Gang. For the Southern Zone Gang three of the Mechanic positions will indicate requirement to qualify to operate a Material Handling Truck and three of the Mechanic positions will indicate requirement to qualify to operate a high capacity Tie Handling Machine (such positions will be awarded based on Mechanic seniority but subject to satisfying the 60 calendar-day qualification period). For the Northern Zone Gang, in addition to the four respective Machine Operator positions, one of the Mechanic/Carpenter positions will indicate requirement to qualify to operate a Material Handling Truck and one of the Mechanic/Carpenter positions will indicate requirement to qualify to operate a high capacity Tie Handling Machine.

2) Although there is no requirement to abolish and re-bulletin these Gangs in order to continue the operation of the Gang from one calendar year to the next, the Carrier will endeavor to furnish the General Chairmen and employees assigned to the Gang a tentative work schedule each calendar year during the first month that the Gang is in operation, and will also include such schedules with bulletins advertising subsequent vacancies or new positions on a Gang. Such tentative work schedules are informational and do not constitute a guarantee or restriction as to what locations may be worked by a System Bridge Tie Gang versus a Division Bridge Gang.

## **ARTICLE II – Seniority Rights to Positions**

A. Seniority rights to positions on a Southern Zone System Bridge Tie Gang will be determined by considering an employee's standing in the involved classification of B&B Foreman, B&B Assistant Foreman, or B&B Mechanic on any of the Northeast, Northwest, Southeast, or Southwest Region rosters regardless of what location the gang is working at the time that the position is being bulletined or a displacement is being exercised. B&B Helper and B&B Apprentice seniority dates will be considered for awarding B&B Mechanic positions when no other applicant already possesses B&B Mechanic seniority.

B. Seniority rights to positions on a Northern Zone System Bridge Tie Gang will be determined by considering an employee's standing in the involved classification of B&B Foreman, B&B Assistant Foreman/Leadman, or B&B Carpenter/Mechanic on any of the respective corresponding NW-Wabash B&B Division seniority rosters or D&H South Region B&B rosters, as well as Regional Machine Operator seniority for Material Handling Truck/Excavator Machine Operators, regardless of what location the gang is working at the time that the position is being bulletined or a displacement is being exercised. Carpenter - 2<sup>nd</sup> Rate, Carpenter - 3<sup>rd</sup> Rate, and B&B Helper seniority dates will be considered for awarding B&B Carpenter/Mechanic positions when no other applicant already possesses B&B Carpenter/Mechanic seniority.

C. When there are no applicants for a particular position who already possess seniority in the bulletined classification or the specified qualification, such position will be awarded to the senior applicant subject to qualification. An employee who obtains a promotion in classification, and successfully satisfies the qualification period, from an assignment by bulletin to a System Bridge Gang position will get credit for such by establishing a seniority date (based on the date of the award bulletin) on the employee's corresponding home seniority roster.

Note: employees who obtained a promotion on a Northern Zone System Bridge Tie Gang based on D&H South Region seniority will be credited for establishment of such seniority date on a D&H South Region roster.

D. Employees who are assigned by bulletin or who exercise a displacement onto a System Bridge Tie Gang will not be permitted to bid off of the gang for a period of 90 calendar days from the first day of service on the gang. Such employees' protection against displacement while working on a System Bridge Tie Gang position and their right to displace to non-System Bridge Tie Gang positions will be in the same manner as detailed in the January 21, 2013 Memorandum of Agreement for exercise of seniority between DPG and non-DPG positions.

E. Employees will not be required to exercise seniority or return from furlough to fill a System Bridge Tie Gang position in order to protect their seniority.

**ARTICLE III - Compensation**

A. The rates of pay for employees assigned to positions on a System Bridge Tie Gang are as follows:

B&B Foreman	\$30.30/hr
B&B Assistant Foreman/Leadman	\$29.20/hr
B&B Carpenter/Mechanic	\$28.50/hr
MHT/Excavator Operator	\$29.00/hr

B. Each employee who exercises seniority by bid or displacement to a System Bridge Tie Gang position, without voluntarily leaving the position (including being displaced by a senior employee) for at least 6 continuous months during the calendar year, will be entitled to receive a lump sum production bonus payment equal to 5% of the hourly compensation earned, but not to exceed \$1000. Payment is to be made within 30 days of the completion of the employee's qualifying service on the gang. In the event that a System Bridge Tie Gang is abolished prior to working six continuous months in a calendar year, or started up after June so as to not have worked six or more continuous months by the end of the calendar year, the employees working on the gang at the time of abolishment or at the end of the calendar year will be paid the amount of the production bonus earned as of that date.

**ARTICLE IV – Work Week**

System Bridge Tie Gangs will be subject to the provisions of Article X – Alternative Work Week and Rest Days of the February 6, 1992 Imposed Agreement but will not be subject to Article VIII – Work Site Reporting.

**ARTICLE V – Effect of Other Agreement Provisions**

Except as specifically provided herein, all other terms and working conditions for System Bridge Tie Gangs shall be governed by the:

- 1) Former Southern Collective Bargaining Agreement for a Southern Zone System Bridge Tie Gang, and
- 2) NW-Wabash Collective Bargaining Agreement for a Northern Zone System Bridge Tie Gang.

**ARTICLE VI – Working Off of System Bridge Tie Gang Zone**

A. System Bridge Tie Gangs may be worked off of their assigned Zone for a total of not more than 40 work days in a calendar year subject to the following conditions: (1) there must be no furloughed B&B employees with seniority in the Zone to be worked who are

otherwise available for service, and (2) there must be a "home" System Bridge Tie Gang established and working in the Zone to be worked by the off-Zone System Bridge Tie Gang. In the event that there is no "home" System Bridge Tie Gang established and working in the Zone to be worked by the off-Zone System Bridge Tie Gang, then the number of days allowed to be worked off of its assigned Zone is limited to 20 work days in a calendar year and there must be no furloughed B&B employees with seniority in the Zone to be worked who are otherwise available for service.

B. The subsequent establishment or abolishment of a System Bridge Tie Gang will not serve to increase the allowed amount of off-Zone work days beyond 40 for the initial or remaining System Bridge Tie Gang. Accordingly, a System Bridge Tie Gang:

- 1) who is limited to 20 work days off-Zone in the particular calendar year, because there was no "home" System Bridge Tie Gang established and working at the time the off-Zone work commenced, will not be afforded an additional 40 work days off-Zone in that same calendar year by the subsequent establishment of a System Bridge Tie Gang on the other Zone;
- 2) who is limited to 40 work days off-Zone in the particular calendar year, because there was a "home" System Bridge Tie Gang established and working at the time the off-Zone work commenced, will not be afforded an additional 20 work days off-Zone in that same calendar year by the subsequent abolishment of the System Bridge Tie Gang on the other Zone.

C. Employees assigned to a System Bridge Tie Gang that is working off its assigned Zone, or to any System Bridge Tie Gang that was established pursuant to this agreement on the Zone that is being worked by the off-Zone gang, will be paid an additional 12 minutes for every hour such employees work while a System Bridge Tie Gang is working off its assigned Zone. Such off-Zone work will not be the basis for any claim by any employee holding seniority rights on the Zone being worked.

#### **ARTICLE VII – Adding System Bridge Tie Gangs**

Additional System Bridge Tie Gangs beyond the one per Zone identified in Article I may only be established by mutual agreement of the parties. In the event that the Carrier desires to establish a third System Bridge Tie Gang but the parties do not concur, the Carrier may exercise a one-time only right to temporarily establish such third System Bridge Tie Gang as long as such gang works for at least 6 continuous months but not more than 12 continuous months and the other two System Bridge Tie Gangs continue to operate while this third gang is working.

#### **ARTICLE VIII – Effective Date**

This Implementing Agreement for System Bridge Tie Gangs, made in lieu of an Arbitrated Agreement, is without prejudice to the parties' positions with respect to the

propriety of creating these or other gang consists as an additional type of DPG, and will be effective December 2, 2016.


This agreement is signed December 2, 2016.

FOR THE ORGANIZATION:

FOR THE NORFOLK SOUTHERN RAILWAY  
COMPANY:


  
S. J. Alexander  
General Chairman, BMWED

  
D. L. Kerby  
Assistant Vice President Labor Relations

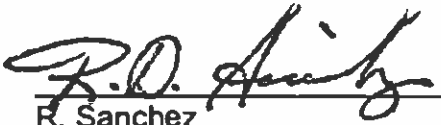
  
D. E. Bogart, Jr.  
General Chairman, BMWED  
(Southern-D&H South Region)

  
J. E. David  
General Chairman, BMWED

  
J. Dodd  
General Chairman, BMWED

  
E. W. Long III  
General Chairman, BMWED

APPROVED:

  
R. Sanchez  
Vice President, BMWED