

MEMORANDUM OF AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS, the parties desire to revise certain Rules concerning Displacements, Qualification and the Establishment of Seniority in the July 1, 1986 NW-WAB and the October 1, 1972 Southern System Agreements; and

WHEREAS, the parties desire to establish certain universally applicable, system-wide rules governing Displacements, Qualifications and the Establishment of Seniority under certain circumstances;

IT IS HEREBY AGREED that, notwithstanding any provisions of the July 1, 1986 NW-WAB Agreement or the October 1, 1972 Agreement to the contrary, the following rules shall apply system-wide:

SECTION I- UNIVERSAL QUALIFICATION RULE

(a) Employees already in the service and who become assigned or appointed to bulletined positions in a seniority Grade in a Class and Group in which they have not established seniority will be given a maximum of thirty (30) calendar days after being assigned within which to qualify but may be disqualified at any time within the thirty (30) day period provided for herein. If an employee is not disqualified during or at the end of such thirty (30) day calendar period, they shall be considered as qualified.

Employees who fail to qualify for such positions within thirty (30) calendar days, will not establish seniority as a result of filling positions for which they fail to qualify. If such employees fail to qualify, they will, within fifteen (15) days from date disqualified, return to positions last held if such positions still exist and are held by junior employees; in the event such positions no longer exist or are held by senior employees, they will within fifteen (15) days from date disqualified exercise seniority rights.

No employee shall be allowed more than two (2) opportunities during any calendar year to qualify while under pay and all subsequent qualifying will be on the employee's own time and expense.

(b) Assignments through exercise of seniority rights of employees holding seniority as Roadway Machine Operators to positions as operators of particular types of roadway machines, for which they have not qualified, will be based upon fitness, ability and seniority. No employee shall be allowed more than two (2) opportunities during any calendar year to qualify while under pay and all subsequent qualifying will be on the employee's own time and expense. Such persons will not be placed in charge of roadway machines until after they have qualified to operate such roadway machines.

Employees assigned to roadway machines for which they have not previously qualified will be given fifteen (15) working days on which to qualify. If such employees fail to qualify within the fifteen (15) days referred to, they will within fifteen (15) calendar days from date disqualified return to positions last held if such positions still exist and are held by junior employees. If their former positions no longer exist or are held by senior employees, they will be permitted to exercise seniority rights within fifteen (15) days from date disqualified to any other roadway machines if their seniority entitles them to such positions, or they will within fifteen (15) days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

In the event a roadway machine operator fails to qualify as an operator of a particular type of roadway machine and he/she is unable to return to the position last held as herein above provided, his/her seniority would not permit him/her to displace a junior employee on the type of roadway machine in which he/she was just disqualified. If the employee does not hold seniority rights in any other Grade in a Class and Group, such employee will be considered a furloughed employee.

Note: No employee with a Machine Operator seniority date shall be disqualified from any machine for which they are not qualified without first having a meaningful opportunity to demonstrate their abilities. In the event that any employee believes they are disqualified unjustly, a hearing will be held in accordance with Rule 30 of the July 1, 1986 NW/Wabash Agreement or Rule 40 of the October 1, 1972 Southern Agreement (depending on where the employee holds seniority). If agreed between the General Chairman and the designated officer, the employee may exercise seniority in lieu of a hearing in accordance with Rule 11 of the NW/Wabash Agreement or Rule 2 of the Southern Agreement.

(c) Notwithstanding any provision of the 1972 Southern Agreement to the contrary, all employees shall have the right to qualify on and establish seniority in both the Track and B&B Sub-Departments, without the loss of seniority in either class. Employees that qualify and establish seniority in one of the listed Sub-Departments shall continue to retain and accumulate seniority in the other. Employees working in one of the listed Sub-Departments that bid to the other Sub-Department but have not yet established seniority in that Sub-Department shall be assigned based on either their B-5 B&B Apprentice or A-5 Track Labor seniority date, as applicable.

SECTION II- UNIVERSAL EXERCISE OF SENIORITY/ DISPLACEMENT RULE

(a) Written notice of force reduction or abolishment of positions will be given no less than five (5) working days in advance to employees assigned to permanent positions including laborers, positions covered by Rule 20 of the July 1, 1986 NW/Wabash Agreement, Rule 50 of the October 1, 1972 Southern Agreement (as amended) and employees assigned to bulletined temporary vacancies. The provisions of Rule 15 of the July 1, 1986 NW/Wabash Agreement and Rule 37 of the October 1, 1972 Southern Agreement (as amended) of this Agreement shall constitute an exception to the foregoing requirements of this Rule.

(b) When force reductions are made, positions are abolished or displacements occur, employees affected, other than fixed headquartered trackmen/laborers shall, within fifteen (15) calendar days, exercise their seniority to positions to which their seniority entitles them or be considered to have forfeited their seniority unless for documented hardship reasons that involve the personal health of the employee, the personal health of an immediate family member, or other extenuating reasons. Fixed Headquarter Trackmen/Laborers who assume furloughed status will not be allowed to make a displacement and must place a bid and become awarded a bulletin position in accordance with Rule 8 of the July 1, 1986 NW/Wabash Agreement and Rule 12 of the October 1, 1972 Southern Agreement.

Rule 17 as revised on December 2, 2016, is still applicable. Employees who are cut off or –displaced and used for temporary service before asserting displacement rights, shall have fifteen (15) days after being released from such temporary service in which to exercise seniority rights in accordance with provisions of this rule.

Note – The DH South June 4, 2015 “prior rights” agreement still applies as follows:

D&H employees, active on BMWED covered positions, who are offered and accept employment with NSR pursuant to the terms of the parties’ April 6, 2015 Implementing Agreement or on the non-agreement positions referenced above, will receive a “prior rights” designation on the NSR D&H South Region seniority roster corresponding to their existing D&H District 1 or District 2 seniority. Former D&H employees who receive such prior rights designation shall be given preference to all future positions that are bulletined with a headquarters that is located on their designated prior rights territory, which corresponds to their former D&H District 1 or District 2 subdivision territories. In the event that an employee who is granted “prior rights” pursuant to this agreement is subsequently displaced or occupies a position that is abolished, such employee will not be required to exercise seniority to (or be recalled from furlough for) a position located beyond the prior righted employee’s designated prior rights territory in order to retain or protect seniority on NSR rosters.

An employee exercising displacement rights under this rule must do so prior to the assigned quitting time of the employee being displaced and will be responsible for protecting the assignment selected on its next regular workday unless otherwise arranged. Employees may notify a junior employee of their intent to displace by any means, including phone, text message or in person. They shall not be required to miss a day's work to make a displacement unless they fail to notify such junior employee during working hours. Employees who are not aware of displacement options may contact the Carrier's Personnel Department and arrange for such displacement through supervision, who shall notify the junior employee of such displacement.

(c) When reducing force, seniority shall govern, first laying off junior employees of the same Class in the gang or at the point where reduction is to be made.

(d) Employees exercising their seniority rights will do so without expense to the Company; although if an employee is required to travel two hundred (200) miles or more (as defined by the most direct route when using Google Maps) to make a displacement, lodging accommodations and a dinner expense shall be provided by the Carrier the day before such employee assumes the position to which the displacement is to be made.

(e) The employee displaced from an assignment may continue such assignment until displacing employee actually starts work thereon, in which event the fifteen (15) calendar days period for the exercise of rights under this rule by the displaced employee will begin.

(f) Employees will not be required to displace to a fixed HQ position more than fifty (50) miles from their place of residence (as defined by the most direct route when using Google Maps). The requirements of part (f) does not apply to fixed headquarter Trackmen/Laborers as they do not have to exercise seniority as defined in part (b) of this Rule.

This agreement made and executed in Atlanta, Georgia, this sixth day of July, 2022, shall be effective upon execution.

FOR THE ORGANIZATION:



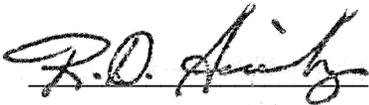
General Chairman, BMWED

FOR NORFOLK SOUTHERN RAILWAY COMPANY



Assistant Vice President Labor Relations

APPROVED:



Vice President, BMWED