



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

S. M. Goodspeed
Director
Labor Relations
(757) 802-0896

July 15, 2022

AG-MW-2

Mr. J. B. Long, General Chairperson - ARSF
Brotherhood of Maintenance of Way Employees Division
9300 Runyon Road
Catlettsburg, KY 41121

Dear Mr. Long:

This is in reference to our continuing discussions concerning the continued use under the April 18, 2019 Tie Plate Agreement. The purpose of this memorandum is to establish the proper handling in a uniform manner across the Eastern, Northern, and Western and D&H South seniority regions regarding the use of the contractor Tie Plate Trucks to timely deliver tie plates in place throughout the NW-Wabash and D&H South territories. We agree that the respective issues are resolved as follows:

1) The handling of tie plates once the plate has been placed on the track tie or the berm at the end of the track tie along the right-of-way, for the performance of rail program projects on territory covered by the July 1, 1986 NW-Wabash Agreement and the D&H South territory, is scope covered work, customarily and traditionally performed by the Carrier's BMWED-represented employees.

The Carrier recognizes that the loading, hauling and distribution of tie plates for track maintenance, repair, or construction, such as in conjunction with dual rail, single-side rail, gauging projects, etc. on territory covered by the July 1, 1986 NW-Wabash Agreement, and D&H South territory, is work within the scope of the agreement. Notwithstanding the above:

2) The Carrier may engage an outside contractor or contractors for the purpose of using their specialized Tie Plate Truck, fully staffed with contractor employees, to deliver tie plates in place, in conjunction with rail program projects on territory covered by the July 1, 1986 NW-Wabash Agreement, as amended and the D&H South Territory for a period of five (5) years following the date of this letter of agreement. On-track protection and Roadway Worker Protection for the contractor Tie Plate Truck will be provided by BMWED- represented employees.

3) The use of such contractors on territory covered by the July 1, 1986 NW-Wabash Agreement and the D&H South Territory shall be without any additional requirement of notice; however, the Carrier will timely make the appropriate BMWED representative aware of locations and dates where such contractor forces are being used. Provided that the terms and conditions of this letter are met, such use shall not be the basis of any claim by the Organization.

Operating Subsidiary: Norfolk Southern Railway Company

4) Whenever such contractor or contractors perform work on territory covered by the July 1, 1986 NW-Wabash Agreement or the D&H South territory, pursuant to Paragraph 2 above during the five (5) years following the date of this letter of agreement, the Carrier shall pay a premium of \$290.00 per day, or any part thereof, for each contractor laborer and operator that works with each contractor-staffed machine. Such premium shall be apportioned among BMWED-represented employees as designated by the General Chairperson for each location where such contractor or contractors work.

The General Chairperson shall endeavor to furnish the names of such employees eligible to receive the premium at any location within 10 days of the completion of the contractor's work at that location; the premium will be payable within 20 days of the date that the Organization designates such BMWED- represented employees.

5) The Carrier recognizes that the Organization disagrees that the use of contractors to operate the Tie Plate Trucks is necessary. Therefore, the Carrier shall advise the General Chairpersons, in writing, on or before September 1 of each year with respect to the nature and status of the Carrier's tie plate distribution process, as well as any technological or other advancements concerning the possibility of using BMWED forces to operate the Tie Plate Trucks in the future.

All unresolved Tie Plate Truck claims filed by the BMWED filed between the expiration of the April 18, 2019 Tie Plate Agreement prior to the execution of this agreement will be settled in accordance with the terms of this agreement. These resolutions are without prejudice to the respective positions of either party.

Very truly yours,



S. M. Goodspeed
Director Labor Relations

AGREED:



J. B. Long, General Chairman, BMWED

APPROVED:



R. D. Sanchez, Vice President, BMWED