



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

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

August 1, 2022

AG-MW-02 (Chicago, Illinois – Landers IMF Tracks 15-18)

Mr. J. B. Long, General Chairperson - ARSF  
Brotherhood of Maintenance of Way Employes Division  
9300 Runyon Road  
Catlettsburg, KY 41230

Dear Mr. Long:

This refers to our discussions concerning the use of contractors to perform new track construction in connection with new tracks to be constructed in Chicago, Illinois at the Landers Intermodal Facility (IMF) on the Great Lakes Division, pursuant to the February 25, 2012, Memorandum of Agreement. This will confirm that the Carrier may engage a contractor or contractors for the limited purposes set forth in this letter in accordance with the following terms and conditions:

1. The Carrier may use contractors to perform certain new track construction in connection with the track, to be fully operational as soon as possible, notwithstanding that, pursuant to the applicable agreement Carrier forces represented by BMWED customarily and traditionally perform new track construction above the sub-grade and by entering into this Memorandum of Understanding is by no means an admission by the BMWED that new track construction work is work reserved to any other parties except that of Norfolk Southern Maintenance of Way employees.
2. The new track construction that is to be performed by contractors is limited to the construction of new track near Chicago, Illinois at MP B 516.6 and will consist of the construction of approximately 13,160 of new track feet for track 15 through 18.
3. The connection of the new track, and all other track work on tracks currently in service in Chicago, Illinois is to be performed by Carrier BMWED-represented forces consistent with historical practices under the applicable agreement. NS company forces will perform track work for the proposal including removal and replacement of 2 turnouts to connect to the proposed track.
4. The Carrier's BMWED-represented forces will perform maintenance (including all surfacing and smoothing of the newly constructed track) of the new support tracks upon completion of the new construction and upon subsequent placement into operation, in accordance with the practices under the applicable agreement.

5. None of the existing Western Region line maintenance positions as identified in Attachment A will be abolished during the time that the contractor is performing the new construction identified in Paragraph 2 above.
6. One new Western Region Foreman position headquartered at Chicago, Illinois – Landers Intermodal Facility will be established by bulletin to work in conjunction with the contractors while performing the new construction identified in Paragraph 2 above. The initial bulletin will be issued prior to the contractor commencing work. If no bids are received for this Foreman-Flagman position, it will be filled per the April 1, 2022, Agreement (Side Letter No. 1) and re-bulletined on each bulletin cycle until there is an applicant or the contractors complete the new construction identified in Paragraph 2 above.
7. During any calendar week that some or all of the contractor forces, performing the new construction identified in Paragraph 2 above, work more than forty hours, an equivalent work opportunity is to be afforded among the employees who occupy existing line maintenance positions that are identified in Attachment A. The equivalent work opportunity may be afforded in the same week as, or in the week following, the calendar week in which the contractor employees worked more than forty hours. In lieu of affording the equivalent work opportunity, the Carrier may instead, for any week, compensate the referred to employees by paying each at their respective straight time rates for an equal proportionate amount of the man hours that comprised the equivalent work opportunity.
8. The employees who occupy existing Western Region line maintenance positions identified in Attachment A and the occupant of the new Foreman position established at Chicago, Illinois, will be paid a new construction productivity bonus equal to a maximum of \$----- per position identified in Attachment A. **(TOTAL AMOUNT IS \$65,800.00)** Positions marked with an asterisk (\*) on Attachment A are currently vacant but considered in the calculation of the per capita productivity bonus provided for in this paragraph. Should any of these positions remain vacant for all or part of the duration of the work identified in Paragraph 2, the pro-rata portion of the productivity bonus otherwise payable to an incumbent on such position shall be divided among the positions currently occupied. The payment will be made within 45 days of the contractor completing the new construction identified in Paragraph 2 above.
9. The employees who are initially eligible to receive the bonus payment identified in Paragraph 8 above and their current assigned position are listed on Attachment A. If any of the existing occupants voluntarily vacate their current position, or are displaced by another employee's exercise of seniority, while the contractor is performing the new construction identified in Paragraph 2 above, such occupant will receive a prorated portion of the bonus payment. An employee who, subsequent to the contractor commencing the new construction identified in Paragraph 2 above, exercises a displacement to or fills a vacancy on one of the positions listed on Attachment A will receive a prorated portion of the bonus payment. The Organization will provide the bonus payment amount for each employee listed in the Attachment A and the amount of

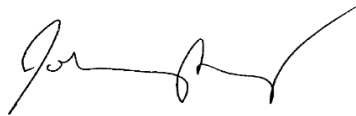
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any prorated portions to subsequent employees who either displace or are awarded into a covered position.

Please indicate your concurrence in this matter by signing in the space below and returning a copy of this letter to me for our records.

Very truly yours,

S. M. Goodspeed

A handwritten signature in black ink, appearing to read "John Diaz", with a long, sweeping flourish extending to the right.

By: John Diaz  
Assistant Director  
Labor Relations

I AGREE:

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J. B. Long  
General Chairperson, BMWED

