

**MEMORANDUM OF UNDERSTANDING**

between

**NORFOLK SOUTHERN RAILWAY COMPANY**

and

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

for

**SYSTEM DISCIPLINE RULE**

IT IS AGREED, Rule 30 of the July 1, 1986 NW-WAB Agreement, as amended, and Rule 40 of the October 1, 1972 SOUTHERN Agreement, as amended, are modified as follows:

(a) An employee who has been in service more than sixty (60) calendar days shall not be disciplined or dismissed, nor will an unfavorable mark be placed upon their record without a fair and impartial investigation. This provision recognizes the Carrier's right to issue letters of counseling and instruction and that such letters do not constitute discipline. At such investigation the employee may be assisted by duly authorized representatives. The employee may be held out of service, except for minor offenses, pending such investigation and in such cases shall be given written confirmation thereof as soon as practicable.

An employee who is required, after being cited to a discipline investigation, to make a written statement in connection with any matter that may eventuate in the application of discipline, shall be accompanied by their union representative should they so desire, provided that such representative is readily available. A copy of the employee's statement, if reduced to writing and signed by the employee, shall be furnished to the employee and union representative.

An employee required to attend a discipline investigation will be given not less than ten (10) days' advance notice, in writing, of the date of the investigation which shall set forth the precise charge against the employee with a copy to the duly authorized representative. The investigation shall be held within 30 days of first knowledge of the offense. The location of the investigation will be the Carrier's office closest to the location at which the incident occurred. However, an alternative site for the

investigation may be selected based on mutual agreement between the Carrier and the employee's duly authorized representative.

At the request of either party the investigation will be postponed; however, such investigation will not be postponed in excess of ten (10) calendar days beyond the date first set except by mutual agreement. If the charged employee fails to attend the duly scheduled investigation, without having provided evidence of good cause for such failure to attend, the Carrier may proceed with the investigation in absentia and such proceeding in absentia shall not constitute the basis for any claim with respect to such employee's right to contractual due process.

A written transcript of statements taken at the investigation will be made, and a copy furnished to the duly authorized representative at the time the decision is rendered. Decision will be rendered in writing to the employee and representative within twenty (20) days after completion of the investigation unless an extension of time is agreed upon.

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the investigative proceedings is made. However, this will not preclude the use of comparable equipment by the employee or the duly authorized representative to make a record of the proceedings for their own use.

(b) At the investigation or on appeal an employee may be represented by one or more "duly authorized (accredited) representatives" as designated by the General Chairman. The General Chairman shall determine the duly authorized (accredited) representatives and so inform the Carrier in writing in advance.

(c) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official and General Chairman or representative designated by the General Chairman, the act or occurrence and the employee's responsibility, if any.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of investigation and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility.

Disposition of cases under this paragraph (c) shall not establish precedence in the handling of other cases. Discipline imposed in accordance with this paragraph (c) of this Section is final with no

right to appeal.

No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

(d) If the charge against the employee is not sustained, it shall be stricken from the employee's record and employee reinstated. If the employee lost time due to such discipline, such employee shall be paid the difference between the amount that would have been earned had the employee not been disciplined and the amount actually earned during the discipline period. The intent of this provision is to make the employee whole for any actual wage or benefit (consistent with the benefit plans) loss suffered as a result of discipline served that is subsequently reduced or not sustained.

(e) Employees who were dismissed and subsequently reinstated to service or any employee displaced by return to service of an employee dismissed under this rule shall exercise seniority in accordance with applicable rules covering exercise of displacement rights.

(f) Pertinent witnesses called by the Carrier to testify in disciplinary investigations will be compensated for the assigned working hours actually lost and will be allowed expenses, in accordance with the Attending Court Rule; with pay at the straight time rate for any time spent in testifying outside the hours that their assignment actually was worked. Employees who are not called by the Carrier but, at the request of the charged employee, attend and testify in a discipline investigation will be compensated in this same manner if the testimony they provide is material and relevant to the matter under investigation.

(g) The right of appeal in the usual manner is accorded under the applicable rule governing the time limits for presenting and progressing claims or grievances. However, the initial appeals concerning dismissal, suspension or reprimand are to be made directly to the highest officer of the Carrier designated to handle appeals of such disputes within 30 days of date discipline decision was rendered and any disallowance of such appeal must be issued within 30 days from the date such appeal is filed.

A special board of adjustment shall be established with

jurisdiction over such disputes involving disciplinary matters resulting in dismissal, suspension or reprimand to provide expedited resolution of such disputes. However, either party may notify the other of its intention to progress a particular disciplinary matter to the National Railroad Adjustment Board or other Public Law Board or Special Board of Adjustment.

(h) The time limits of this Rule may be extended by written agreement between the authorized Carrier Officer and the employee's duly authorized representative. When U.S. mail is used, the postmark will determine when the correspondence was placed in the mail.

This agreement made and executed in Norfolk, Virginia, this 14<sup>th</sup> day of March, 2001.

FOR THE ORGANIZATION:

David P. Cox  
General Chairman, BMWWE

J. R. McElroy, Jr.  
General Chairman, BMWWE

R. L. Taylor  
General Chairman, BMWWE

P. K. Sullivan  
General Chairman, BMWWE

J. D. Hill  
General Chairman, BMWWE

J. R. Beard  
General Chairman, BMWWE

APPROVED:

B. A. Law  
Vice President, BMWWE

FOR NORFOLK SOUTHERN RAILWAY  
COMPANY:

Harold R. Moll  
Assistant Vice President  
Labor Relations

## APPENDIX "C"

### CLASSROOM TRAINING PROGRAM

Whereas, it is the desire of the parties signatory hereto to establish classroom training programs for employees represented by the Brotherhood of Maintenance of Way Employees, it is mutually understood and agreed as follows:

1. These programs are intended to consist of classroom instruction at a location designated by the Carrier and consistent with the provisions of this agreement.
2. The classroom instruction period(s) will be established by the Carrier and may be changed and modified at the discretion of the Carrier.
3. The number and job classification of employees in training from any seniority district will be consistent with the needs of the Carrier.
4. Selection of active employees for classroom training will be based on ability, merit and seniority in the particular classification for which program is designed. Ability and merit being sufficient, seniority shall prevail.
5. Selected employees shall be furnished appropriate instructions and training material during the training period at the designated training facility.
6. Employee who, in the Carrier's opinion, does not show satisfactory aptitude to learn and perform the work, will be released from the training program and will return to their assigned position.
7. The rates of pay, rules and working conditions shall be governed by the provisions of the schedule agreements between the parties signatory hereto. No compensation will be allowed for time employees consume in such traveling.
8. The Carrier will provide meals and lodging for employees attending training sessions, beginning on

the night before the training session commences and continuing throughout the classroom training period. Transportation to and from the designated training location will be provided by the Carrier. An employee allowed to use his personal vehicle to travel to and from the Training Center in lieu of carrier-provided transportation will be allowed mileage expense in accordance with the current agreement and up to \$4.00 for a noon meal for each trip but not to exceed the cost of carrier-provided transportation. Employees failing to occupy such lodging facilities after accommodations have been reserved or employees failing to attend scheduled classroom session without a bona fide reason or pre-notifying the Company will be liable for cost of that portion of the lodging accommodations and meals.

9. This agreement supersedes agreement dated March 13, 1979, pertaining to training program for positions of Track Foremen and Assistant Track Foremen. Where rules, other agreements and practices conflict with this Agreement, the provisions of this agreement shall apply.

This Agreement is effective July 1, 1986, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Louis this 28<sup>th</sup> day of May, 1986.

FOR THE EMPLOYEES:

Sol Hammock Jr.  
General Chairman, BMWF

J. W. Pugh  
General Chairman, BMWF

D. E. Detouch  
General Chairman, BMWF

FOR THE CARRIER:

R. C. Steele Jr.  
Assistant Vice President  
Labor Relations

4/24/92

April 24, 1992

SA-34

Mr. R. A. Lau  
 Vice President, BMW  
 1808 J Associates Lane  
 Charlotte, NC 28217

Dear Mr. Lau:

Reference our April 1, 1992 meeting in Atlanta concerning the Commercial Driver's License requirements. During our discussions, we advised that the number of positions that were required to have the CDL on each gang would be based on the nature of the gang (number of trucks assigned to gang, employee consist of gang, etc.) and that comparable gangs would have similar CDL requirements.

The guidelines we are applying for gangs that typically are assigned more than one vehicle requiring a driver to have a CDL are as follows:

<u>GANG TYPE</u>	<u># VEHICLES</u>	<u># COMMERCIAL DRIVERS</u>
Dual Rail	11	19
T&S	3 up to 9	6 up to 15
Surfacing	up to 4	up to 6
Tie Patch	2	4
Rail Transposing	2	4

Also note that:

- 1) Where only one such truck is assigned to any gang that consists of five or more positions, ~~four~~ positions will be required to have the CDL; on such gangs that consist of ~~four~~<sup>3</sup> or less positions, each position will be required to have a CDL.
- 2) All foremen and assistant foremen should have the CDL.
- 3) All roadway machine repairmen must have the CDL.

Mr. R. A. Lau  
April 24, 1992  
SA-34  
Page Two

In Washington on April 21, 1992, we confirmed that we would meet on April 29, 1992 at 9:00 AM in our offices at 223 East City Hall Avenue, Norfolk, VA to further explain the Commercial Driver's License requirements.

Yours truly,

W. L. Allman, Jr.

cc: Messrs P. R. Ogden  
P. W. Murgas  
J. W. Pugh  
R. L. Taylor  
G. L. Cox

IDLK/iw:1063f62

11/10/97  
SUBJECT: Camp car or meal allowances in connection with vacations

Norfolk - January 10, 1997

AG-MW-2  
AG-MW-101

Ms. K. E. Barbour  
Manager Administrative Services

In reference to the Payroll Expense Reporting meeting in St. Louis, Missouri, on January 8, 1997, the topic of vacations was briefly discussed, particularly bridging holidays. This generated some thought as to how expenses/allowances, if applicable, are paid in relation to an employee's vacation.

Basically, it is well understood that on the day an employee is voluntarily absent (vacation, sick, etc. . .), he is not entitled to any camp car or meal allowances for that day. In addition, if an employee is voluntarily absent on the day preceding or following his rest days or holiday, he is also not entitled to camp car or meal allowances for those associated rest days or holiday.

The aforementioned accounts for a majority of the situations; however, there are times when an employee takes a full week of vacation. Generally, when an employee takes a full week of vacation, it involves two weekends. This does not deprive nor entitle the employee to the applicable camp car or meal allowances for both weekends. Instead, the weekend before the employee takes vacation, he is entitled to the applicable camp car or meal allowances, provided he works the day immediately preceding and immediately following the vacation period. The weekend after the vacation, he is not entitled to any camp car or meal allowances.

For example, if an employee, who is regularly assigned to work Monday-Friday, takes vacation the week of January 27-31, 1997, he would have to work Friday, January 24, 1997 and Monday, February 3, 1997, to be entitled to the applicable camp car or meal allowances. Consequently, if he met these requirements he would get the applicable camp car or meal allowances for the weekend of January 25-26, 1997. He would not be entitled to any camp car or meal allowances for the weekend of February 1-2, 1997.

In addition to the above example, enclosed is an interpretation rendered by Arbitration Board No. 298 (Interpretation No. 22), this gives another example of what applicable allowances/expenses an employee would be entitled to if he took two consecutive weeks of vacation.

This might be good information to distribute to the field to enhance their understanding and further clarify the matter. If you have any questions, please give me a call.

  
J. L. Wilson

Enclosure

INTERPRETATION NO. 22 (Question No. 11: BRS and Southern)

**QUESTION:** Does a vacation constitute a voluntary absence within the meaning and intent of sub-paragraph B-4 of Section I; i.e., if a gang man receives the \$1.00 daily meal allowance may Carrier make any deduction because of a vacation? For example, an hourly rated gang man whose normal work week is Monday through Friday begins a ten day vacation on Monday, March 4, 1968, with the actual vacation days being March 4, 5, 6, 7, 8, 11, 12, 13, 14 and 15. He qualified for and received the \$1.00 daily meal allowance for March 1 and March 18, the work days immediately preceding and following his vacation period. For which days was he entitled to the \$1.00 daily meal allowance, if any, March 2 to March 17, both dates inclusive? Please explain.

**ANSWER:** In this case the employee was on vacation from March 4 through March 17, 1968. He worked on Friday, March 1, 1968, the last work day preceding vacation and on Monday, March 18, 1968, the first day after vacation period. Therefore, he qualified for meal allowance on rest days, March 2 and 3, 1968, but for no other days during vacation period.

# BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

AFFILIATED WITH THE AFL-CIO AND CLC  
GRAND LODGE HEADQUARTERS  
12050 WOODWARD AVENUE  
DETROIT, MICHIGAN 48203

H. G. CRAWFORD, Vice-Chairman  
P. O. Box 75  
Valley Head, Alabama 35989

C. J. JOHNSON, Ass't. Chairman  
4412 Sunflower Drive  
Knoxville, Tennessee 37919

J. S. McCORMICK, General Chairman  
713 W. Trade St.  
Charlotte, N.C.



## SOUTHERN SYSTEM DIVISION

CHARLOTTE, N. C. 28232

P. O. BOX 1422

**COPY**

TO WHOM IT MAY CONCERN:

Reference is made to the several inquiries received concerning the interpretation of Rule 4 with respect to employees who are hired in one of the sub-departments and is later given a position in another sub-department covered by the maintenance of way agreement.

The agreement provides that an employee's seniority will be confined to the sub-department in which employed. As an example, an employee hired on a position in the Track Sub-department, Ranks A-1 through A-5, accumulates seniority only to positions in that sub-department. Likewise, employees who begin working in the other sub-departments, their seniority is confined thereto also.

Rule 4, however, provides that employees who have been in the past or in the future given positions in either the M.W. Machines-B&B Sub-Department, M.W. Machines-Track Sub-department, Drawbridge Tenders Sub-department, or a position of Track Repairman in the Track Sub-department, will, in addition to accumulating seniority in the sub-department to which transferred as provided in Rule 2 retain and continue to accumulate seniority in the sub-department from which transferred.

However, in the event such employees who have been transferred are demoted, laid off (their positions abolished), or disqualified in the department or sub-department to which they have been transferred, they will be permitted to assert their retained seniority in the sub-department from which they came in accordance with Rule 36(b). They may not, however, voluntarily relinquish position to which transferred, by bid or otherwise, by reason of positions for which they hold seniority and are qualified in the sub-department from which transferred, and must remain on position to which entitled by reason of qualifications and seniority in the sub-department to which they transferred so long as they stand for a position in that sub-department.

As an example, an employee first entered service in the Track Sub-department and is later given a position in the Maintenance of Way Machines-Track Sub-department, Ranks D-1

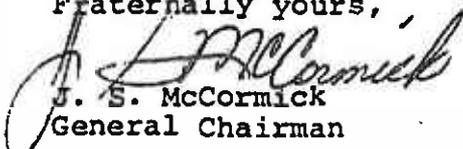
through D-3, or any of the other sub-departments, will establish seniority in the sub-department to which transferred and continue to accumulate seniority in the sub-department from which transferred. He may not, however, relinquish his position in the sub-department to which transferred so long as he stands for a position in that sub-department. He cannot return to his former sub-department by bid or otherwise. However, should he have the right under the rules to return to his former sub-department, he may thereafter bid on positions advertised in the sub-department to which he transferred.

As to track repairmen, their seniority and rights are in the Track Sub-department, and they are privileged to bid upon any positions for which they are qualified and hold seniority in that sub-department. As an example, a track repairman holds seniority in Ranks A-2 through A-5, unless he has previously qualified as foreman, Rank A-1, and has the right to bid upon any position to which he aspires in that sub-department. If his original entry into the service was in the Bridge and Building Sub-department and he was later given a position as track repairman in the Track sub-department, he cannot return to a position in the B&B sub-department until he has exhausted all rights to a position in the Track sub-department, Ranks A-2 through A-5.

There has been quite a bit of confusion regarding the interpretation of this rule because, as I understand, in the past employees have been permitted, in violation of the rule, to bid upon positions in any of the various sub-departments, except B&B, in which they hold seniority, and some of the employees have argued that the practice supercedes the rule. Far be it from that. A rule supercedes any practice in violation of the rule irrespective of how long the practice has continued.

Therefore, I trust that in the future the employees will strictly adhere to the rules of the agreement and that by doing so there will be less confusion and criticism of the rules as they were written.

Fraternally yours,

  
J. S. McCormick  
General Chairman

JSM:h

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORFOLK SOUTHERN RAILWAY COMPANY  
and its Railroad Subsidiaries

AND

Its Maintenance of Way Employees

Represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS, the parties desire to provide for employees in the Maintenance of Way Department to accept positions with the Carrier in other crafts while retaining and continuing to accumulate seniority previously established within the BMWE craft;

THEREFORE, IT IS AGREED that:

ARTICLE I

Except as provided in Rule 19 of the current NW-Wabash Agreement and Rule 43 of the current Southern Agreement, as amended, an active employee accepting, and subsequently establishing seniority on, a position coming within the scope of an agreement between the Carrier and a craft other than BMWE may elect to continue to accumulate seniority within the BMWE craft by continuing to pay, while performing service in the other craft, a retention fee equal to the applicable BMWE membership dues as if such service was on the employee's last held position represented by the respective Systems signatory to this agreement. Carrier will advise BMWE of employees continuing to accumulate BMWE seniority under this provision.

In the event such employee under these circumstances fails to pay the retention fee equal to the applicable BMWE membership dues to continue to retain and accumulate previously established BMWE seniority, the duly authorized representative of the Organization shall notify the Carrier's highest officer designated to handle claims and grievances with a copy to the employee involved. If within thirty (30) days after receipt of such notification the employee has not become current in the retention fee equal to the applicable BMWE membership dues, the employee shall forfeit all BMWE seniority previously established under the NW-Wabash and Southern Agreements and the involved General Chairman shall so notify the Carrier and the affected employee.

ARTICLE II

An employee accepting a position in a craft other than BMWE who arranges for the retention and accumulation of his seniority in the BMWE craft as provided above, may not return to any position on the Carrier in the BMWE craft as long as such employee is able to retain a position in the other craft with the Carrier. In the event due to circumstances beyond his or her control, such employee is unable to retain a position with the Carrier in the other craft, such employee must, within ten days of last service in the other craft, displace any junior employee in the BMWE craft in

accordance with the respective agreement applicable to the position held by the employee to be displaced, or forfeit all BMW E seniority previously established under the NW-Wabash or Southern Agreements. Employees exercising seniority under this provision will not be required to displace onto a position having a fixed headquarters.

ARTICLE III

Nothing contained herein shall be construed to expand or diminish an employee's obligations to exercise seniority to obtain or retain benefits under any employee protective agreement or conditions imposed by law.

This agreement to be effective on March 1, 2000.

FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

J. D. Dadd  
General Chairman, BMW E

Perry Geller  
General Chairman, BMW E

T. R. McCay  
General Chairman, BMW E

R. L. Taylor  
General Chairman, BMW E

P. R. Beard  
General Chairman, BMW E

Gary L Cox  
General Chairman, BMW E

FOR NORFOLK SOUTHERN RAILWAY COMPANY  
And its Railroad Subsidiaries

H. R. Mobley  
Assistant Vice President Labor  
Relations

APPROVED:

Richard A. Linn  
Vice President, BMW E

Henry Wynn  
Vice President, BMW E



Norfolk Southern Corporation  
1200 Peachtree Street  
Atlanta, Georgia 30309

J. A. McCracken  
AVP - MW&S  
404/629-1470

May 27, 2009

**TO ALL TAMPER OPERATORS:**

Pursuant to a May 25, 2009, Agreement between Norfolk Southern Railway and the BMWED, the new conditions described below will become effective on certain tamper operator positions working under the NW-WABASH Agreement, including on a DPG Gang, effective June 22, 2009. These new conditions are not applicable to tamper operators working under the Southern Agreement. Moreover, the type of tamper operator positions to which these new conditions will apply are limited to the Mark III or subsequent generation machines that are used to raise or line track. Backup/chase tampers used to tamp ties behind a lead tamper will not be subject to the new conditions described below. The new conditions to be applied effective June 22, 2009, are as follows:

- Operators of all tampers of Mark III or subsequent generation used to raise or line track will receive a \$1.00 per hour differential in addition to their tamper operator rate of pay. Such operators will use the time code of "1X" on their payroll to receive the differential.
- The qualification period as specified in Rule 11 for employees who subsequently exercise seniority to one of these tamper operator positions will be thirty working days, even if the employee already possesses Machine Operator seniority.
- Current occupants and employees subsequently assigned to one of these tamper operator positions by bulletin or by exercise of a displacement right may not:

(a) Voluntarily bid to another position until after six months from the date they first commence work on the tamper operator position. In the event of a bona fide undue hardship, the involved General Chairman and Chief Engineer may agree to allow the employee to bid to another position prior to the completion of the six-month period.

(b) Be displaced during the first six months from the date that they first commence work on the tamper operator position, unless the employee exercising the displacement: 1) has previously qualified on the position or 2) would otherwise only be able to either displace on a fixed headquarter position located more than sixty miles from his home or go on furlough.

Employees who currently are assigned to a Mark III or subsequent generation tamper used to raise or line track and who do not desire to be covered by the above conditions will have the opportunity to vacate their tamper operator position prior to the new conditions going into effect. Employees who elect to vacate their position must notify their supervisor, in writing, by June 18, 2009, stating that they do not desire to remain on the position under these new terms. Such employees who timely notify their supervisor will be allowed to exercise seniority and vacate their Tamper Operator position; however, such employee may be held during the initial bulletin and award cycle of the vacancy created.

  
J. A. McCracken  
Assistant Vice President-MW&S



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

A. J. Licate  
Director  
Labor Relations  
(757) 629-2470

January 8, 2010

AG-MW-101

Mr. G. L. Cox, General Chairman  
Brotherhood of Maintenance of Way Employees Division  
P. O. Box 24068  
Knoxville, Tennessee 37933-2068

Dear Mr. Cox:

This refers to our prior discussions concerning the proper application of the agreement with respect to employees who are returning to duty after a leave of absence, vacation, sickness, disability or suspension. The current agreement expressly provides that such employees may return to their former position unless such position is held by a senior employee who obtained such position during their absence by the exercise of a displacement right. In such case the returning employee may exercise a displacement right in accordance with the provisions of Rule 36 (b). However, the current agreement does not expressly address such employees' access to a position that is bulletined or a vacancy that is filled during the absences specified above.

This will confirm our understanding that while employees are away from duty on a leave of absence, vacation, sickness, disability or suspension they will not be eligible to bid on new positions or vacancies. Accordingly, upon such employees' return to duty, or within ten days thereafter, they may exercise seniority rights in accordance with the provisions of Rule 36 (b) to any position bulletined or vacancy which occurred during their absence.

Please indicate your concurrence by signing below and returning the original to our office for our file.

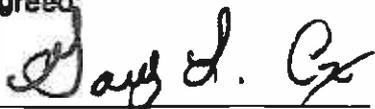
Very truly yours,

A. J. Licate

By: 

Assistant Director  
Labor Relations

Agreed:



G. L. Cox, General Chairman



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

D. L. Kerby  
Assistant Vice President  
Labor Relations  
(757) 629-2406

June 15, 2012

AG-MW-101  
CS-MW-1-3-2

Mr. S. J. Alexander, General Chairman  
Brotherhood of Maintenance of Way Employees Division  
P. O. Box 24068  
Knoxville, Tennessee 37933

Dear Mr. Alexander:

This will confirm our discussion concerning the October 1, 1972 Agreement as amended, including the Memorandum of Agreement dated July 11, 1985, the bulletining of positions as permanent or temporary, and the exercise of displacement rights.

It is understood that effective July 1, 2012, if an employee is assigned by bulletin or exercises a displacement right to a bulletined, temporary position, and that same position is abolished, or the employee is subsequently displaced from the bulletined, temporary position, the affected employee may exercise a displacement right in accordance with Rule 36 (b). Additionally, it is understood that the vacancy created by the employee going to the temporary position, and any subsequent, resulting vacancy will be advertised as permanent.

If the above is consistent with your understanding, please indicate your concurrence below.

Very truly yours,

  
D. L. Kerby

Agreed:

  
Mr. S. J. Alexander

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION**  
**OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**AND**  
**NORFOLK SOUTHERN CORPORATION**

**WHEREAS**, the parties desire to resolve certain local issues concurrent with the Agreement to settle disputes growing out of the notices served upon the parties on or subsequent to November 1, 2009.

**IT IS AGREED**, that upon the voluntary ratification by the BMWED of the Tentative Agreement dated February 2, 2012, the July 1, 1986 NW-WAB Agreement ("NW-WAB"), as amended, and the October 1, 1972 Agreement ("SOU"), as amended, are revised as follows:

**I. AWAY FROM HOME EXPENSES:**

**A. Meals** - The meal allowances provided in NW-WAB Rule 43 and SOU Rule 34 – the amounts of which are the Award of Arbitration Board No. 298 (rendered September 30, 1967) as adjusted in various subsequent national agreements, shall be further adjusted as follows:

1) Effective on July 1, 2012, the meal allowances provided for in NW-WAB Rule 43 I (a) (1- 3) and SOU Rule 34 B 1-3 are increased from the current \$8.00, \$17.00, and \$25.00 per day, respectively, to \$9.00, \$19.00, and \$28.00 per day.

Similarly, effective on July 1, 2012, the meal allowances provided in NW-WAB Rule 43 II (e) are increased from the current \$6.75 Breakfast; \$ 8.50 Lunch; \$9.75 Dinner; \$25.00 Daily, respectively, to \$7.75 Breakfast; \$9.50 Lunch; \$10.75 Dinner; \$28.00 Daily.

2) The meal allowance shall be further adjusted beginning January 1, 2015, by the percentage increase in the CPI-W (1967=100) in the previous 12 month period. Subsequent adjustments will take place semi-annually beginning on July 1, 2015 and continuing thereafter until changed by agreement.

B. Lodging - Effective July 1, 2012, any employee who is required to be lodged two to a room in a camp car or two to a room in a motel, pursuant to NW-WAB Rule 43 and SOU Rule 34, will be paid an incidental allowance of \$10.00 a day for each work day that the employee performs compensated service and stays in such lodging.

NOTE: For work days for which employees are lodged one to a room or instead commute from home in lieu of staying in a motel, such employees are not eligible to receive the \$10.00 allowance.

**II. ARTICLE XIV TRAVEL ALLOWANCE** - Sections 1(a) and (b) of Article XIV of the September 26, 1996 National Agreement are amended as follows:

A. Effective July 1, 2012, the payment rate for the applicable round trips of such covered employees working on NSR shall be increased from the current \$25.00 per 100 mile intervals to \$28.00 per 100 mile interval, and the payment rate for one way trips at the start up and break up of a gang shall be increased from the current \$12.50 to \$14.00 for mileage between 51 and 100 miles.

B. The payment rate for the applicable round trips, pursuant to Section 1(a), of such covered employees working on NSR shall be further adjusted beginning January 1, 2015 of each year going forward. This payment rate shall be further adjusted beginning January 1, 2015 by the percentage increase in the CPI-W (1967=100) in the previous 12 month period. Subsequent adjustments will take place semi-annually beginning on July 1, 2015 and continuing thereafter until changed by agreement. Concurrent with the adjustments to the payment rate for the roundtrips covered in Section 1(a), the payment rate for the one-way start up and break up trips pursuant to Section 1(b) will be adjusted to equal one-half the payment rate of a 101 mile to 200 mile round trip.

**III. ELECTRONIC BULLETIN/BID/AWARD** - Any requirement to furnish/post hard copies of advertisement and award bulletins and seniority rosters is eliminated upon BMWED being shown that all NS employees have been furnished an email address, provided reasonable access to hardware on Carrier property (including internet access for camp car sites) and necessary training.

**IV. MAKEUP TIME** -- Upon the effective date of this agreement, NW-WAB Rules 50 and 51 and SOU Rule 31 are replaced with the following:

With the concurrence of management and a majority of the affected employees, all members of a gang or crew will work extra hours outside of their regular assignment at the straight time rate of pay in exchange for an equal number of hours to be taken off from the normal working hours of their regular assignment.

**V. STARTING TIME** - Upon the effective date of this agreement, SOU Rule 20 is replaced in its entirety by NW-WAB Rule 36. Part (b) of NW-WAB Rule 36 and the

revised SOU Rule 20 are further amended to add the following language at the end of the paragraph:

"except that the starting time of production crews may be between 4:00 am and 11:00 am."

**VI. EXPAND DPG** – The 6/12/92 Arbitrated Agreement for Designated Programmed Gangs ("DPG Agreement") is revised as follows, for operations to commence for 2013:

A. The Carrier's right to establish DPG's is expanded to include:

1) Any mobile and mechanized gang consisting of ten or more employees may be operated as a DPG.

2) Operation of DPG's on the lines covered by the current SOU.

B. With respect to adding the current SOU employees to the DPG seniority lists and application of the respective provisions of the DPG Agreement, the Northeast Region and the Southeast Region seniority districts of the SOU will constitute the Southern East DPG Zone ("SE") and Southwest Region and the Northwest Region seniority districts of the SOU will constitute the Southern West DPG Zone ("SW"). Employees who currently possess seniority on SOU and under the DPG Agreement, will be afforded the option to either 1) accept DPG seniority dates on the SE or SW Zone that correspond to their current SOU seniority and forfeit any existing DPG agreement seniority on other Zones or 2) retain existing DPG seniority and not receive any placement on the SE or SW Zone.

**VII. CONTRACTING OUT -**

A. **TIE UNLOADING – T&S PROGRAM** – Upon the effective date of this agreement, as long as the Carrier is not using more than ten contractor equipment operators on the NW-WAB agreement territory to unload ties to be installed by a Production Gang at any given time, any restriction on the use of contractors for such work is eliminated. All open claims initiated prior to February 2, 2012, that concern the use of a contractor to unload ties on any dates prior to the effective date of this agreement are withdrawn; however, a monetary settlement will be made based on payment rate of 30 cents per dollar at straight time rate for the man hours actually consumed by the contractor in the claimed performance of the tie unloading work.

B. **OTM PICKUP – RAIL PROGRAM** – Upon the effective date of this agreement, as long as the Carrier is not using more than six contractor equipment operators on the NW-WAB agreement territory to perform OTM pickup for rail renewal program work at any given time, any restriction on the use of contractors for such work is eliminated. All open claims initiated prior to February 2, 2012, that concern the use of a contractor to perform this OTM work on any date prior to the effective date of this agreement are withdrawn; however, a monetary settlement will be made based on payment rate of 30

cents per dollar at straight time rate for the man hours actually consumed by the contractor in the claimed performance of the OTM pick up work.

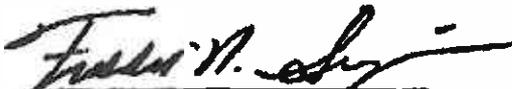
C. NOTICE OF TIE UNLOADING AND OTM CONTRACTING - When the Carrier intends to exercise its right to contract out tie unloading or OTM pickup work within the scope of the NW-WAB Agreement, pursuant to Paragraphs A or B above, it shall cooperate in providing the General Chairmen with information of sufficient detail so as to enable the General Chairmen to monitor the Carrier's compliance with Paragraphs A or B above, and shall include at a minimum a report of the contractors working and the track segments or production gangs involved on approximately a bi-monthly basis. If, on the basis of such a report, a General Chairman believed there had been a violation of the agreement, the General Chairman will have sixty (60) days from the date of the report to file a claim.

D. NEW TRACK CONSTRUCTION - Upon the effective date of this agreement, new track construction projects within the scope of the NW-WAB Agreement may be performed by contractors in similar manner as the arrangements made with the BMWED for Bellevue Yard, Greencastle, Lafayette, Rickenbacker Yard, Corning, and Sayre. Should the parties disagree as to how the terms of these arrangements apply to future projects covered by the NW-WAB Agreement, they will agree to resolve the dispute in an expedited arbitration procedure.

This agreement made and executed this 27<sup>th</sup> day of February, 2012.

FOR THE ORGANIZATION:

FOR THE CARRIER:

  
President, BMWED

  
NCCC Chairman

### **RULE 36 -HOURS OF SERVICE**

- (a) The starting time of the regular work period of regularly assigned service will be designated by the supervisory officer and will not be changed without first giving employees affected thirty-six hours' notice.
- (b) Employees working single shifts, regularly assigned exclusively to day service, will start work period between 6:00 A.M. and 8:00 A.M.
- (c) Employees working single shifts, regularly assigned exclusively to part day and part night service, will start work period between 3:00 P.M. and 6:00 P.M.
- (d) Employees working single shifts, regularly assigned exclusively to night service, will start work period between 6:00 P.M. and 9:00 P.M.
- (e) For regular operation necessitating working periods varying from those fixed for the general force, the hours of work will be assigned in accordance with the requirements.



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

D. L. Kerby  
Assistant Vice President  
Labor Relations  
(757) 629-2405

January 18, 2013

AG-MW-2

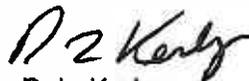
Messrs. Mr. S. J. Alexander, General Chairman  
Mr. J. Dodd, General Chairman  
Mr. T. R. McCoy, Jr. General Chairman  
Mr. T. J. Nemeth, General Chairman

Gentlemen:

The attachment is the Memorandum of Agreement that resolves issues regarding the exercise of seniority among the Southern, NW-Wabash, and June 12, 1992 Arbitrated Agreement for Designated Program Gangs (DPG). These issues arose as a result of the expansion of the Arbitrated Agreement for DPG to include the Southern in accordance with Article VI of the February 27, 2012 NS-BMWED Memorandum of Agreement which became effective with the April 25, 2012 BMWED National Agreement. Moreover, the attached Memorandum of Agreement also resolves issues that have arose in other circumstances since the March 14, 2001 Memorandum of Agreement.

Please arrange to return the fully signed Memorandum of Agreement to our office. Upon receipt we will furnish each of you a fully executed original of the signed Memorandum of Agreement. Thank you for your assistance in this matter.

Very truly yours,

  
D. L. Kerby

Enclosure

cc: H. Wise – w/enclosure  
R. D. Sanchez – w/enclosure

**AGREED UPON INTERPRETATIONS REGARDING EXERCISING SENIORITY  
UNDER THE NW-WABASH AGREEMENT, THE SOUTHERN RAILWAY  
AGREEMENT, AND THE DPG ARBITRATED AGREEMENT**

**Whereas**, the parties desired that the provisions of the Southern Agreement, NW-Wabash Agreement, and the June 12, 1992 Arbitrated Agreement establishing Designated Program Gangs (DPG), regarding exercise of seniority, be applied in a consistent and equitable manner and set forth certain agreed upon interpretations in a March 14, 2001 Memorandum of Understanding;

**Whereas**, the parties desire that the understandings set forth in the March 14, 2001 Memorandum of Understanding regarding the exercise of seniority be modified to reflect the expansion of the scope of the June 12, 1992 Arbitrated Agreement establishing Designated Program Gangs to include the former Southern Railway, in accordance with Article VI of the February 27, 2012 NS-BMWED Memorandum of Agreement, which became effective pursuant to the April 25, 2012 BMWED National Agreement, and also to address concerns arising since March 14, 2001;

**It is agreed** that the June 12, 1992 Arbitrated Agreement for Designated Program Gangs is revised for operations to commence for 2013 consistent with the following interpretations that will apply in the situations described herein:

1. When an employee, who holds seniority on Southern and also holds seniority on a NW-Wabash seniority roster, is displaced from a Southern position, the resulting displacement right is limited to the Southern or to displace on a DPG position subject to the terms of this understanding and the DPG Agreement. Such employee displaced from a Southern position does not obtain a displacement right on a NW-Wabash position.

2. An employee who holds seniority on Southern and is occupying a Southern position does not have the right to voluntarily vacate the Southern position to fill an NW-Wabash position by bid, unless by doing so, such employee is seeking to return to his home region. However, such employee does have the right to bid to a DPG position and if awarded would be permitted to voluntarily vacate the Southern position to fill the DPG position.

3. When an employee, who holds seniority on the NW-Wabash and also holds seniority on a Southern seniority roster, is displaced from a NW-Wabash position, the resulting displacement right is limited to the NW-Wabash (as further detailed in paragraph 5), or to displace on a DPG position subject to the terms of this understanding and the DPG Agreement. Such employee displaced from a NW-Wabash position does not obtain a displacement right on a Southern position.

4. An employee who holds seniority on the NW-Wabash and is occupying a NW-Wabash position does not have the right to voluntarily vacate the NW-Wabash position to fill a Southern position by bid, unless by doing so, such employee is seeking to return to his home region. However, such employee does have the right to bid to a DPG position and if awarded would be permitted to voluntarily vacate the NW-Wabash position to fill the DPG position.

5. An employee holding seniority on more than one seniority region of the NW-Wabash who is displaced from a NW-Wabash position would not be permitted to displace a position on any other seniority region of the NW-Wabash, unless such employee would otherwise have no choice but to go furlough.

For example, an employee holding seniority on both the Northern and the Eastern seniority regions of the NW-Wabash who is displaced from a NW-Wabash Eastern Region position would not be permitted to displace a position on the Northern Region of the NW-Wabash, unless such employee would otherwise have no choice but to go furlough.

6. An employee who holds seniority on more than one seniority region of the NW-Wabash and is occupying a regional position based on such seniority does not have the right to voluntarily vacate this NW-Wabash position to fill a position on another NW-Wabash seniority region by bid, unless by doing so, such employee is seeking to return to his home region.

For example, an employee who holds seniority on both the Eastern and Western seniority regions of the NW-Wabash, while working an NW-Wabash Eastern Region position may not voluntarily vacate such Eastern Region position to bid to a position established on the NW-Wabash Western Region, unless that employee's home region is the NW-Wabash Western Region.

7. An employee who has worked a DPG position for more than thirty (30) days may bid to positions on any Southern or NW-Wabash seniority region on which they hold seniority and, if awarded a NW-Wabash or Southern position, would be permitted to voluntarily vacate their DPG position to fill the awarded position. In such circumstance the timeliness of the release to the awarded position and associated conditions would be governed by the same agreement that covers the position awarded by bid.

8. An employee holding seniority on more than one seniority region of the NW-Wabash or Southern, who is displaced from a DPG position, would not be required to displace onto another DPG position held by a junior employee. Rather, such employee would also have the option of displacing on the NW-Wabash or Southern seniority region where they possess the earliest seniority date, but not on any other NW-Wabash or Southern region where such employee subsequently established seniority, unless such employee would otherwise have no choice but to go furlough.

For example, an employee who has their earliest NW-Wabash seniority date on the Western seniority region and also established subsequent Northern Region seniority on the NW-Wabash, upon being displaced from a DPG position scheduled to work over the CR and NKP DPG Zones would not be required to displace onto another DPG position held by a junior employee. Rather, such employee would also have the option of displacing on the Western seniority region, but not on the Northern seniority region,

unless would otherwise go furlough. Similarly, an employee who holds seniority on Southern and NW-Wabash, if not displacing another DPG position, would be required to first displace on the agreement where such employee holds the earliest seniority.

9. An employee who is displaced from a DPG position and is exercising the right to displace to a non-DPG position must arrange that displacement pursuant to the procedures of the agreement that covers the position on which such employee is exercising the displacement right. Similarly, exercise of displacement rights to a DPG position are to be handled pursuant to whichever of the NW-Wabash or Southern Agreements that cover the location of the involved DPG position at the time of the exercise of displacement.

10. An employee ranked on the DPG seniority lists who is off for reasons outlined in Rule 23 of the NW-Wabash Agreement or Rule 36(b) of the Southern Agreement, as amended by the January 8, 2010 side letter, during the DPG bulletin period but subsequently becomes available for duty would have a right to claim a DPG position pursuant to the provisions of Rule 23 of the NW-Wabash Agreement or Rule 36(b) of the Southern Agreement, as amended.

11. An employee holding seniority on NW-Wabash seniority rosters or Southern seniority rosters who is displaced from a non-DPG position may, if such employee so chooses, exercise seniority to displace a junior employee on a DPG position only under the following circumstances:

(a-1) If the DPG position has been in existence for less than ninety (90) calendar days, the senior employee may displace any junior employee on a DPG position bulletined to work over the senior employee's DPG Zone if the senior employee's inability to displace would require him to either displace onto a fixed headquarter position or be furloughed.

(a-2) If the DPG position has been in existence for less than ninety (90) calendar days, the senior employee may displace any junior employee (whose DPG Zone Designation differs from the Zones that the DPG was bulletined to work) if the senior employee's inability to displace would require him to be furloughed.

(b-1) If the DPG position has been in existence more than ninety (90) calendar days and was bulletined to work over the employee's DPG Zone and:

(i) the DPG position is working on the employee's DPG Zone at the time the employee is to make the displacement; or

(ii) there are no other non-fixed headquartered positions occupied by a junior employee on the same NW-Wabash or Southern seniority region as the non-DPG position from which the employee was displaced.

(b-2) If the DPG position has been in existence for more than ninety (90) calendar days, the senior employee may displace any junior employee (whose DPG Zone Designation differs from the Zones that the DPG was bulletined to work) if the senior employee's inability to displace would require him to be furloughed.

12. An employee who is prohibited from exercising seniority rights, pursuant to these interpretations, will not have such inability to exercise seniority used to deny or offset any

benefits otherwise due under the Mediation Agreement of February 7, 1965, as amended by Article XII of the Agreement of September 26, 1996.

While the parties recognize that it is not possible to address every possible situation involving such exercise of seniority, it is agreed, however, that if circumstances arise which are not specifically covered by the interpretations listed above, the parties will attempt to resolve such situations based on a good faith application of the principles outlined above.

Signed at Norfolk, Virginia this 21<sup>st</sup> day of January, 2013

For the Brotherhood of Maintenance  
of Way Employees Division:



S. J. Alexander, General Chairman



J. Dodd, General Chairman

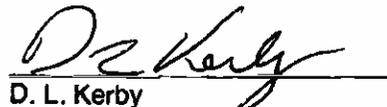


T. R. McCoy, Jr., General Chairman



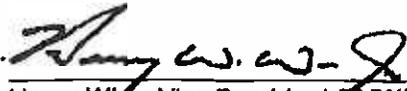
T. J. Nemeth, General Chairman

For the Norfolk Southern  
Railway Corporation:



D. L. Kerby  
Assistant Vice President  
Labor Relations

APPROVED:



Henry Wise, Vice President BMWED



R. D. Sanchez, Vice President BMWED



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

S. M. Goodspeed  
Assistant Director  
Labor Relations  
(757) 629-2452

October 4, 2013

NA-12-BMWED

Mr. T. R. McCoy, Jr.  
General Chairman, BMWED  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

Mr. T. J. Nemeth  
General Chairman, BMWED  
58 Grande Lake Drive, Suite 2  
Port Clinton, Ohio 43616

Mr. S. J. Alexander  
General Chairman, BMWED  
P. O. Box 24068  
Knoxville, Tennessee 37933

Mr. J. Dodd  
General Chairman, BMWED  
421 North 7<sup>th</sup> Street, Suite 299  
Philadelphia, Pennsylvania 19123

Gentlemen:

In accordance with Article III of the February 27, 2012 Agreement, this will serve as formal notice to the Brotherhood of Maintenance of Way Employees Division that the Carrier intends to cease furnishing of hard copies of advertisement and award bulletins and seniority rosters and to convert fully to an electronic bulletin and award process effective November 1, 2013.

As you are aware, Article III of the aforementioned agreement provides in its entirety as follows:

**III. ELECTRONIC BULLETIN / BID / AWARD** - Any requirement to furnish/post hard copies of advertisement and award bulletins and seniority rosters is eliminated upon BMWED being shown that all NS employees have been furnished an email address, provided reasonable access to hardware on Carrier property (including Internet access for camp car sites) and necessary training.

As of this writing, every Maintenance of Way employee has been assigned a Company e-mail account and the necessary credentials to access the Carrier's network and electronic bidding system. Beginning November 1, electronic advertisement and award bulletins will be "posted" each week by simultaneously e-mailing such bulletins to every employee's assigned e-mail account. To ensure that employees have reasonable access to both the network and the bidding system, all Norfolk Southern camp cars have been outfitted with satellite internet connectivity and equipped with sufficient hardware. Traveling employees who are not lodged in camp cars will have access to the internet and computer hardware at the motels in which they are lodged and if no such access is available at the motel, gang supervision is equipped with internet-capable Company laptops that employees can access. On the line maintenance side, every division office and every Track Supervisor's office is already well equipped with sufficient hardware to enable line maintenance employees reasonable access to hardware. These efforts, together with the computer and Internet access that employees have outside of work

Mr. T. R. McCoy, Jr., et al.  
October 4, 2013  
NA-12-BMWED  
Page 2 of 2

hours and away from work locations, are more than sufficient to ensure that employees have ample opportunity to access and use the electronic bidding system during the contractual bidding period.

With respect to training, every employee will be mailed a copy of the attached instruction manual at least two weeks prior to the conversion to fully electronic bidding. The instruction manual is a step-by-step, easy to read and understand guide to the Carrier's electronic bidding process. In addition to the manual being provided to every employee, Production Gangs will receive classroom-style face to face training on the process at a camp location during the month of October to ensure that the employees assigned to those gangs are ready to use the system before the end of the current production season and the advertisement of positions for the upcoming 2014 season. Line maintenance supervisors will also be trained during this time to provide on-site assistance to line maintenance employees as needed. Additionally, the professional staff in the Carrier's Office of Administrative Services, which developed the electronic bidding system and administers the bidding process, will remain available every working day to answer employees' questions and provide additional guidance on demand.

In light of the foregoing, we are anticipating a smooth transition to a fully electronic advertisement and award process beginning November 1. We further anticipate that any problems that may be encountered as the new system is rolled out will be minor and brought to our attention as soon as possible so that they may be quickly solved. If you have any questions, please do not hesitate to contact our office.

Very truly yours,



S. M. Goodspeed  
Assistant Director  
Labor Relations

Attachments

Engineering Bulletins/Awards  
Electronic Bidding System

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<u>Logging On</u>	Page 2
<u>Position Selection</u>	Page 3
<u>Submitting Bids</u>	Page 5
<u>Making Changes</u>	Page 6

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**Important Notes:**

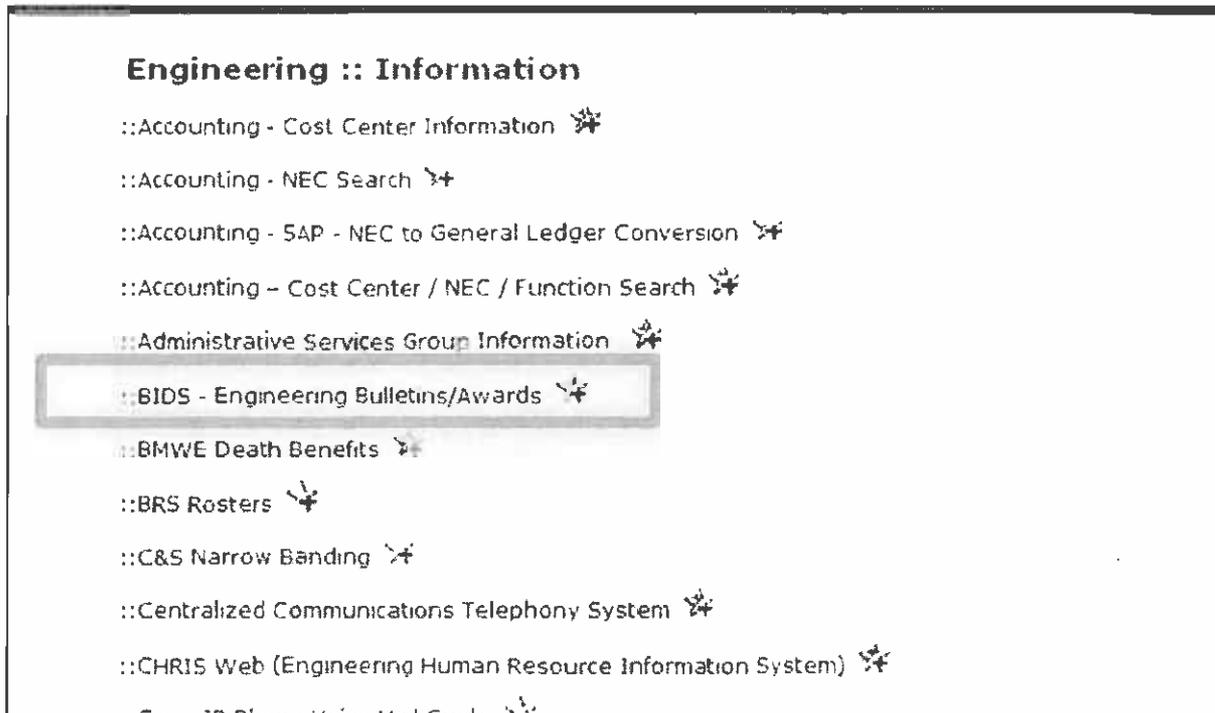
Cannot submit bids for yourself while logged on under another user's account

Bidding on a CDL position – If you receive a warning that your CDL or Medical Card is outdated or insufficient for the position, go ahead and submit your bid, then immediately send the updated information to Administrative Services via email: [personnel@exchange.nscorp.com](mailto:personnel@exchange.nscorp.com)

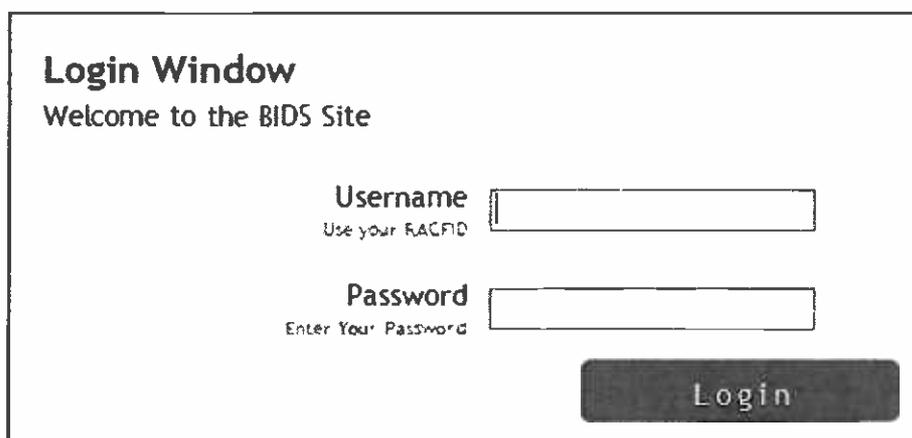
**Your bids are not submitted until you select the 'Submit Changes' button.**

## Logging On –

From the Information section on left hand side of the Engineering Website homepage, click on [BIDS - Engineering Bulletins/Awards](#)



You will then be prompted to log in:



The screenshot shows a "Login Window" with the text "Welcome to the BIDS Site". It contains two input fields: "Username" with the instruction "Use your RACFID" and "Password" with the instruction "Enter Your Password". A dark grey "Login" button is positioned at the bottom right of the form.

Each employee must log in individually using RacF ID and password to submit bids.

**Your bids are not submitted until you select the 'Submit Changes' button.**

## Position Selection –

Once logged on, select the appropriate union from the list shown below.  
A drop-down list will appear - select the region for bulletins you wish to view.



The example below shows BMW/Southern Region Line Maintenance positions.  
Beneath each bulletin number lists details for the position advertised.  
Click on 'Add Bid' to have that position added to your 'Bid Cart.'

The screenshot shows the BIDS web interface. At the top, there's a header with the BIDS logo and navigation links for BRS, BMW, and IBEW. A "Bid Cart: 0" indicator is in the top right. The main content area lists two job bulletins. The first bulletin, #SNE-13-0006, is for a Foreman position in Charlotte, NC, with a bid period of 3/1/2013 to 3/15/2013. It includes details like "MR Johnson sick" and "N/A" for rest days. The second bulletin, #SNE-13-0007, is for a Laborer position in New Bern, NC, with a bid period of 3/8/2013 to 3/22/2013. Both bulletins have "Add Bid" buttons. The second "Add Bid" button is highlighted with a red rectangular box.

our  
or

**Your bids are not submitted until you select the 'Submit Changes' button.**

The 'Add Bid' will then disappear for that bulletin number/position you selected, which lets you know your bid has been added. Also, your 'Bid Cart' count will indicate your newly added, and unsubmitted (1) bid. Please see the changes below as they appear after selecting a position to bid on.

**'Bid Cart' now shows Unsubmitted (1)**

**BIDS**  
Bulletin Information Decision System

BRS | BMAWE | IBEW

Bid Cart: Submitted(0) | Unsubmitted(1) | Reorder/Submit Bids

---

**Bulletin #SNE-13-0006**      Bid Period: 3/1/2013 - 3/15/2013      **Add Bid**

Foreman  
Northeast Division  
MR Johnson sick  
N/A

Charlotte, NC      Temporary

Rest Days: Friday, Saturday and Sunday      Pay Rate: \$25.47/hr  
Vacated By: This is a new position.

**Bulletin #SNE-13-0007**      Bid Period: 3/8/2013 - 3/22/2013

Laborer  
Northeast Division  
N/A

New Bern, NC      Permanent

Rest Days: Saturday and Sunday      Pay Rate: \$22.93/hr  
Vacated By: This is a new position.

**Bulletin #SNW-13-0008**      Bid Period: 3/8/2013 - 3/22/2013      **Add Bid**

Laborer/Truck Driver/CDLB  
Northwest Division  
N/A

Huntingburg, IN      Permanent

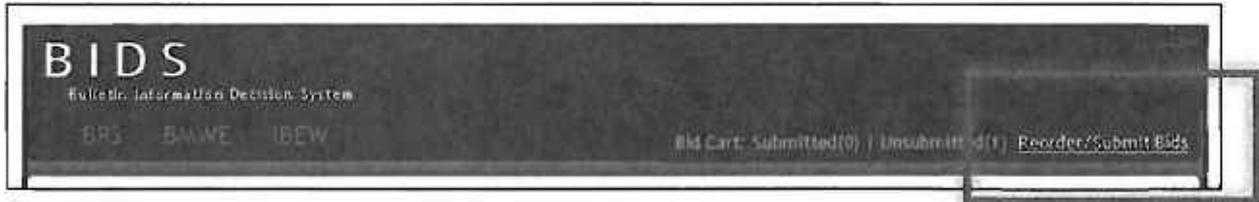
Rest Days: Saturday and Sunday      Pay Rate: \$23.05/hr  
Vacated By: This is a new position.

**'Add Bid' has now disappeared**

**Your bids are not submitted until you select the 'Submit Changes' button.**

## Submitting Bids –

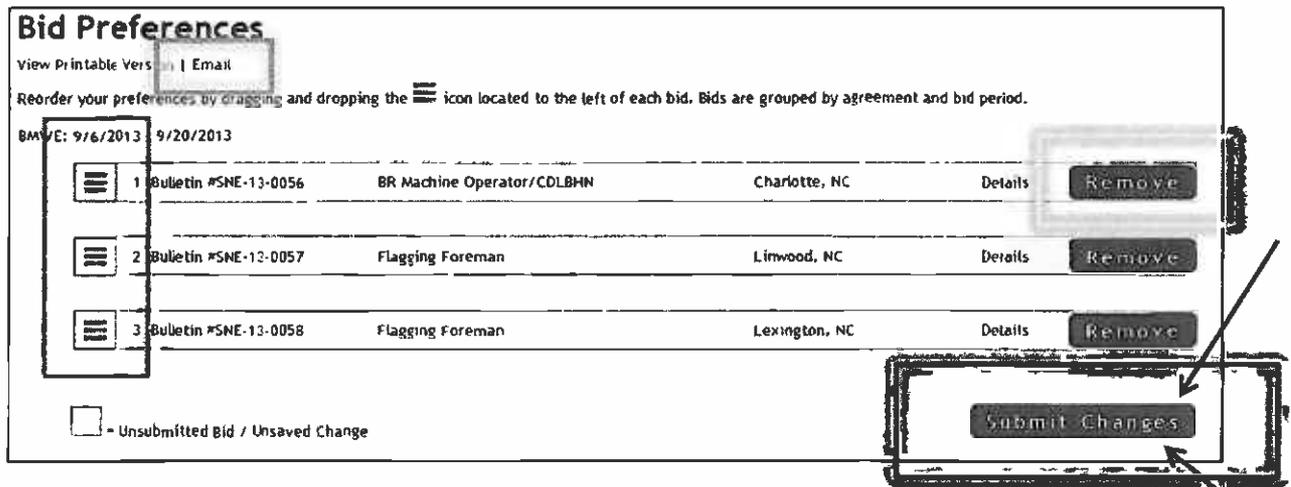
Once you have selected all of the jobs you wish to bid on, click on 'Reorder/Submit Bids' (at the top right hand corner of the page) – shown below – to change preference order, delete bids from the choice list, and view final options before submitting your bids officially to Atlanta.



Notice below that three (3) bulletin number/position combinations below have been selected. Bulletin number, Position title, and Location information are shown along with the ability to cancel (Remove) your bid for a particular position.

Handles (shown below inside the green box) are how you re-order your bids. If you would like SSE-13-0013 to be your first preference, grab the handle (click and hold with your mouse) for that bulletin number and drag it to the top of the list. Once you let go of your mouse, your preferences will show as updated in the new order. Continue to rearrange in this manner until your bids are in the order you want.

Click on 'Remove' (shown below in the blue box) if you want to cancel or delete your bid for a particular position.



If at any time you want an email confirmation of bids that you have submitted, click on 'Email' shown in the orange box above.

**Your bids are not submitted until you select the 'Submit Changes' button.**

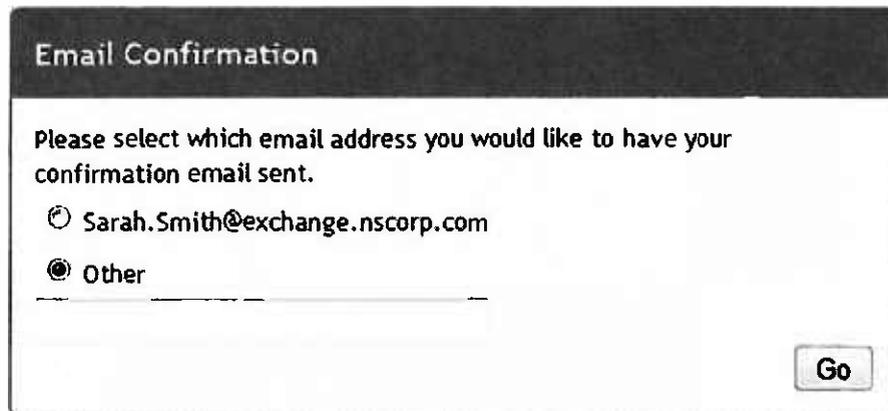
## Making Changes –

If any of your bids has a lightly shaded background, as shown in preferences 2 and 3 above, those bids have NOT been submitted. In the example shown above, you must click on 'Submit Changes' to ensure all of the above bids (and the current preference order) are submitted for consideration.

If you submit bids, then go back and re-order them or add a bid for another position before logging out, you will need to click on 'Submit Changes' again to make sure your most recent updates are submitted to Atlanta. Each time you make a change or add to your bid, be sure to click 'Submit Changes.'

You are able to make changes up until the close date & time for the particular bulletin. Once a bulletin period has closed, you will no longer be able to make changes to or cancel your bid(s).

Once you click on 'Submit Changes' you will have the ability send a copy of your bids to an email address of your choice; either to your Norfolk Southern email, or you can click on 'Other' to enter a different email address.



The image shows a dialog box titled "Email Confirmation". The text inside reads: "Please select which email address you would like to have your confirmation email sent." There are two radio button options: "Sarah.Smith@exchange.nscorp.com" and "Other". The "Other" option is selected. Below the "Other" option is a text input field. A "Go" button is located in the bottom right corner of the dialog box.

Your bids are sent immediately to Atlanta's computer system in the order you have selected for your preferences. If you later decide you want to change the order of your preferences or if you want to cancel a bid, just log back into the system, click on 'Bid Cart' and make the necessary changes, then click on 'Submit Changes.'

**Your bids are not submitted until you select the 'Submit Changes' button.**

SUBJECT: CPI-U for Meals & Transportation/BMWED Agreements

Norfolk – January 2, 2015

NA-BMWE-2012  
AG-MW-2

Mr. P. G. Merilli  
Assistant Vice President Maintenance of Way and Structures

Pursuant to Rule 43 of the July 1, 1986 NW-WABASH Agreement and the October 1, 1972 Southern Railway with the BMWED; Article XIV of the September 26, 1996 BMWED National Agreement and Sections I(B) and II(B) of the February 27, 2012 MEMORANDUM AGREEMENT between Norfolk Southern and the BMWED, the meal and travel allowances currently paid to members of the BMWED while working away from home shall be adjusted effective January 1, 2015, as follows:

	<b><u>MEAL ALLOWANCES</u></b>	
<b>NW-WAB Rule 43 I (a) (1-3) and SOU Rule 34 B 1-3 (Employees in Camp Cars)</b>	<b>2012</b>	<b>2015</b>
CC01	\$9.00	\$9.14
CC02	\$19.00	\$19.29
CC03	\$28.00	\$28.42
<b>NW-WAB Rule 43 II (e) – Employees Lodged in Motels</b>	<b>2012</b>	<b>2015</b>
Breakfast	\$7.75	\$8.13
Lunch	\$9.50	\$9.64
Dinner	\$10.75	\$10.91
Daily	\$28.00	\$28.42
<b>Article XIV – 1996 National Agreement</b>	<b><u>TRAVEL ALLOWANCE</u></b>	
	<b>2012</b>	<b>2015</b>
Per 100 mile interval (1.5%)	\$28.00	\$28.42
One way trips (1.5%)	\$14.00	\$14.21