

May 1, 1996

#5

Mr. W. E. Knight, General Chairman
Brotherhood of Locomotive Engineers
433 South Street
Wheelersburg, OH 45694

Mr. S. D. Speagle, General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 4509
Decatur, IL 62521

Gentlemen:

This confirms our understanding with respect to the Agreement of this date.

Section 1

Employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave day(s) on the following basis subject to the limitation contained in Section 2, below::

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

Section 2

The number of personal leave days each road freight service engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of road and/or yard seniority rights. Once an engineer has reached the maximum of 11 days under this or any other agreement, he will not be entitled to any additional paid holidays or personal leave day(s) in that calendar year.

If an engineer takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will

increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

Section 3

Personal leave day(s) may be taken upon 24 hours' advance request to an appropriate Carrier Officer and shall be granted consistent with the requirements of the service. The Carrier has the option of granting personal leave days with less than 24 hours' notice. The engineer will be paid one basic day at the rate of the last service performed for each personal leave day(s). Should the Carrier refuse an engineer's request for personal day(s), those leave days will be carried over, but must be requested and granted prior to May 1 of the following year. Any personal leave days not taken during the calendar year because of failure of the engineer to make timely request therefor shall not be carried over.

Section 4

Personal leave day or days will not be scheduled to start on other than a workday of the engineer's position. Personal leave days for extra board engineers and those in pool freight service will begin when they otherwise would have been called. Personal leave days paid for will be counted as qualifying days for vacation purposes.

Section 5

Personal leave days will not be scheduled or allowed to start on other than a work day of engineer's position and when personal leave days begin, they will be taken consecutively.

Personal leave days for extra board engineers and those in Pool Freight Service will begin when they otherwise would have been called.

Section 6

For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine and female genders.

Section 7

Appended as Attachment "A" are questions and answers concerning this Agreement.

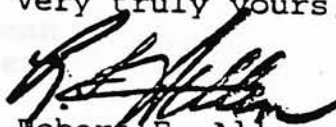
Mr. W. E. Knight et al.
May 1, 1996
Page 3

Section 8

This Agreement will be effective this date and remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

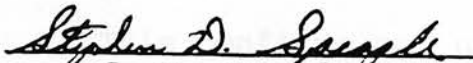


Robert F. Allen

I agree:



W. E. Knight



S. D. Speagle

New

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its engineers

represented by

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The parties agree that current agreements with respect to personal leave days for locomotive engineers are modified as follows:

1. Any personal leave days that are due, but not taken, may be carried over and accumulated up to a maximum of 30 days.
2. An active engineer in good standing or an engineer whose employment status has been terminated may elect to receive payment for all or any portion of the personal leave days referred to in Section 1 above.
3. Requests by active engineers in good standing for payment for some or all of their accumulated personal leave days will be submitted in writing. Such payment will be based on the basic daily rate of pay for the service rendered by the engineer on or immediately preceding the date on which claim for the payment is made.
4. In the event of the death of a locomotive engineer, the personal leave days referred to in Section 1 above will be paid to his or her estate.

The provisions of this Agreement supersede those of any other Agreement with which they conflict and will remain in effect until revised in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Norfolk, Virginia this 6th day of December, 1999.

FOR THE ENGINEERS:

FOR THE CARRIER:

W. E. Knight
 W. E. Knight, General Chairman
 Brotherhood of Locomotive Engineers

David N. Ray
 David N. Ray, Assistant Vice President
 Norfolk Southern Railway Company

Stephen Speagle
 S. D. Speagle, General Chairman
 Brotherhood of Locomotive Engineers

R. C. Wallace
 R. C. Wallace, General Chairman
 Brotherhood of Locomotive Engineers

Attachment "A"

Question and Answer No. 1.

- Q. If an engineer with more than five years and less than ten years of service, who is entitled to five personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to five personal leave days?
- A. Yes, but he could not get more than eleven personal leave days and holidays through the combination of the two.

Question and Answer No. 2.

- Q. In the event the same engineer, who qualified for and who is entitled to five personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?
- A. Four.

Question and Answer No. 3.

- Q. In the case of a 20-year engineer working the first part of the year on freight trains not covered by holiday pay, and during such time uses all eleven days of his "personal leave," then goes to a road freight run covered by Holiday Pay Rules, or yard service covered by Holiday Pay Rules, what is his eligibility for holiday pay?
- A. He would not be eligible for holiday pay, as he used his maximum eleven days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the six holiday-pay opportunities the remainder of the year, i.e., in no event can an engineer accrue more than eleven days' personal leave or holiday pay in combination.

Question and Answer No. 4.

- Q. If a passenger service engineer, where no holiday pay applies, or a yard service employee, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?
- A. Yes, after the engineer has made one or more trips in freight service.



Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-2191
804 629-2684

April , 1992

Robert S. Spenski
Sr. Assistant Vice President
Labor Relations

AG-E-101

Side Letter No. 1

Mr. R. C. Wallace
General Chairman, BofLE
P. O. Box 16039
Asheville, North Carolina 28816

Dear Mr. Wallace:

This refers to the Agreement signed April , 1992 concerning personal leave days.

Agreements regarding displacement periods (except absences during bulletin periods) such as Article 26, Section B.6 and B.11 of the January 1, 1982 Southern Railway BLE Agreement are modified to read that an engineer who is displaced while on duty will exercise his seniority within 24 hours after completion of his tour of duty; and an engineer who is displaced after completion of his tour of duty will exercise his seniority within 24 hours after being notified of his displacement. However, if an engineer is on an assignment which is out of the terminal at the time he is displaced, he will exercise seniority within 24 hours of his return to the home terminal.

Article 24 D.1. Exception, concerning displacement at an outlying assignment is not affected by this understanding.

Very truly yours,

Agreed:

R. C. Wallace, General Chairman
Brotherhood of Locomotive Engineers

Approved:

E. E. Watson, Vice President
Brotherhood of Locomotive Engineers



Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-2191
804 629-2684

April , 1992

Robert S. Spenski
Sr. Assistant Vice President
Labor Relations

AG-E-101

Side Letter No. 2

Mr. R. C. Wallace
General Chairman, BofLE
P. O. Box 16039
Asheville, North Carolina 28816

Dear Mr. Wallace:

This refers to the Agreement signed April , 1992 concerning personal leave days.

The parties hereby agree that Article III (Self-Propelled Equipment) and Article V (Combination Road-Yard) of the June 25, 1964 National Agreement are incorporated into current schedule agreements.

For example, in connection Article III, Engineers will not be required on self-propelled equipment such as but not limited to, Burro Cranes, Sperry Cars, Rail Testing Machines, Inspection Motor Cars, Rail Grinders, Rail Laying Machines, Pile Drivers and any type of work/wreck cranes.

It is also understood that the provisions of these Articles will be applied as if they were signed in 1964 and will be consistent with the application on Norfolk and Western Railway Company.

Very truly yours,

Agreed:

R. C. Wallace, General Chairman
Brotherhood of Locomotive Engineers

Approved:

E. E. Watson, Vice President
Brotherhood of Locomotive Engineers



Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-2191
804 629-2684

April , 1992

Robert S. Spenski
Sr. Assistant Vice President
Labor Relations

AG-E-101

Side Letter No. 3

Mr. R. C. Wallace
General Chairman, BofLE
P. O. Box 16039
Asheville, North Carolina 28816

Dear Mr. Wallace:

This refers to the Agreement signed April , 1992 concerning personal leave days.

In connection therewith, the mileage regulating factor for interdivisional runs will be adjusted from the current 3,200 to 3,800 miles to 3,800 to 4,800 miles per month. Other through freight service will be adjusted from the current 3,200 to 3,800 miles to 3,800 to 4,400 miles.

Both will be increased 200 miles on May 1, 1992 and thereafter increased 200 miles each succeeding January 1 until the limits are reached.

This agreement shall be applied on a district by district basis upon 10 days written notice by the Carrier.

Very truly yours,

Implemented on the Danville District in 2000.

Agreed:

R. C. Wallace, General Chairman
Brotherhood of Locomotive Engineers

Approved:

E. E. Watson, Vice President
Brotherhood of Locomotive Engineers