



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference-International Brotherhood of Teamsters

GENERAL COMMITTEE OF ADJUSTMENT • Norfolk Southern Railway Systems Lines (former Southern)
P.O. Box 16039 • Asheville, North Carolina 28916
Phone: (828) 252-2253 • (828) 252-2613 • Fax: (828) 254-7613

W. M. OVERTON, JR.
1st Vice-Chairman / Secretary-Treasurer

W. A. THOMPSON
2nd Vice-Chairman

R. C. WALLACE
General Chairman

MEMO

TO: J. B. Sparks, LC - Div. 208
R. D. Wagner, LC - Div. 375
W. B. Hall, III, LC - Div. 849

FROM: R. C. Wallace *Ray*

DATE: 07 March 2005

RE: Proposed Agreement reflecting the recent changes governing selection for Locomotive Engineers Training (LET) on the combined Danville/Albemarle District of the Piedmont Division.

I have enclosed copy of the proposed agreement referenced above in order for you to poll your active-respective membership under the provision of Article 41(b) BYLAWS of the Brotherhood of Locomotive Engineers and Trainmen, Revised January 1, 2004 (copy of applicable page enclosed). Please forward in writing to me your vote on this proposal.

Also, I have enclosed a copy of the UTU's Top/Bottom Agreement, and a copy of the UTU's Agreement governing the selection of LET's on the combined Danville/Albemarle District of the Piedmont Division.

If you have any questions whatsoever, please DO NOT hesitate to call me.

*Wagner - Fed Ex
4471418674*



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

Stephan R. Budzina
Director
Labor Relations
(757) 629-2463

March 1, 2005

CS-E-1-58-4
TN-2-E

Mr. R. C. Wallace, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
P. O. Box 16039
Asheville, North Carolina 28816

Dear Mr. Wallace:

This letter confirms our understanding reached in conference regarding the seniority standing of engineers on the combined Danville/Albemarle District of the Piedmont Division to reflect the recent changes governing selection for Locomotive Engineer Training (LET) on this combined district.

It is agreed that Article 26(B) of the Norfolk Southern 1982 BLE Schedule Agreement for engineers is amended on the Danville/Albemarle District of the Piedmont Division to provide that engineers, when successfully qualified as such, will retain the same order as they appear on the engine service seniority roster as long as the current method for establishing engine service seniority is maintained. In the event that such method is changed, the parties will meet for the purpose of revisiting this agreement as necessary.

It is understood that engineers transferred from other seniority districts will establish seniority behind the employees who have established a date in engine service.

If you agree, please sign below and return to this office.

Very truly yours,

I agree:

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

Agreements Governing Rates of Pay on All Kinds of Power

Section 39.(a) GCAs on all railway systems shall make a strenuous effort to make agreements governing the rates of pay and to continue the service of a locomotive engineer, motorman and trainman in the operation of all railway motive power.

(b) It shall be the policy of the GCA to secure agreements with carriers covering the rules, rates of pay and working conditions of all operating crafts if, as and when the opportunity presents itself. The individual GCA shall have full jurisdiction in the matter.

Attempting to Reduce Standard Wages

Section 40. Any member who shall attempt, in any manner, to reduce the standard of pay for a locomotive engineer or trainman, or establish a maximum limit for the same, shall be subject to charges under Article XIX of the IBT Constitution. This section shall not apply to or interfere with legitimate action of GCAs or national officers.

Contract Procedures

Section 41.(a) All wage/rules settlements (concerted movements in the United States, system agreements which may be tied to such concerted movements and system movements initiated by the GCAs, as well as acceptance of proffers of arbitration) shall be ratified by a majority vote of the active members casting a ballot.

When a tentative agreement is negotiated or a proffer of arbitration made, the ND or GCA proposing a system-wide agreement will furnish a copy of the proposal to all general chairmen and local chairmen. The ND or GCA will also provide a synopsis of the proposal to each affected member, along with an instruction sheet, a ballot and a return envelope.

Each affected member will return his/her ballot to the National Secretary-Treasurer when such ballot is issued by the ND, or the secretary-treasurer of the GCA when the ballot is issued by the GCA, within the time period specified, who will tabulate the vote and certify the results to the National President and/or affected general chairman of the GCA. The GCA will choose a board of tellers to help the secretary-treasurer of the GCA count the ballots.

(b) Before any system or local collective agreements or a system or local change of scheduled rules can be agreed to or signed on behalf of the members of any railroad system in the United States, the general chairman must forward the proposed agreement to each local chairman of the division or divisions affected. The local chairman or chairmen will then poll the active membership attending the first regular or special division meeting following receipt of such proposal and ascertain the wishes of the membership. The local chairman or chairmen will then cast a vote with the general chairman in accordance with the instructions of the division. The general chairman will be governed by the instructions of a majority of the local chairmen affected.

This section applies to merger agreements mandated by the Surface Transportation Board as well as any system or collective agreement.

Each GCA may adopt by resolution, at their option, a form of referendum ratification for their respective committees.

MEMORANDUM OF AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and the

UNITED TRANSPORTATION UNION

It is agreed that the following provisions will govern the selection of Trainmen for Locomotive Engineer Training (LET) on the combined Danville/Albemarle District:

- (1)(a) Employees with trainmen seniority after October 31, 1985, will be sent to LET in seniority order from the LET promotion zone where the Carrier determines that engineer needs exist. Seniority order will be determined as described in Section 2 of this agreement.
- (b) If no trainmen are qualified to attend LET within a LET promotion zone, the Carrier will select employees in seniority order from the LET promotion zone with qualified employees nearest (by highway miles) the LET promotion zone where the need for engineers exists.
- (2)(a) An order of selection list of unpromoted Danville/Albemarle District Trainmen with trainmen seniority after October 31, 1985, will be created by dovetailing them, using their earliest trainmen seniority date and their ACT class order and ranking.
- (b) Where employees have been ranked in a specific order following completion of the Accelerated Conductor Training Program, that relative order will be maintained. Trainmen with the same seniority date due to the dovetailing of the seniority rosters used to create the order of selection list will be ranked according to the last four digits of their social security number (0000 first through 9999 last). This order of selection list will determine their relative seniority standing on the engine service roster, when promoted, except as outlined in Section 4.
- (c) Trainmen who transfer to the combined Danville/Albemarle District will be slotted on the order of selection list based upon their combined Danville/Albemarle District Trainmen seniority date.
- (3) Employees with trainmen seniority before November 1, 1985, may continue to submit requests for promotion. When promoted, they will be ranked on the engine service roster immediately ahead of the senior post-10/31/85 trainman in the LET class that they attend.

- (4) Employees who do not meet the minimum standards for acceptance into the training program or for legitimate reasons are granted a "hardship" deferment will, upon qualifying for training, enter the training program at the earliest available date. These employees forfeit their ranking on the order of selection list outlined in Section 2 above and will be ranked on the engine service roster immediately ahead of the senior post-10/31/85 trainman in the LET class they attend.

LET Promotion Zones of the combined Danville/Albemarle District

<u>Zone</u>	<u>Limits</u>
Linwood	Linwood Terminal North to but not including Danville West to and including Winston Salem East to but not including Durham East to but not including Sanford
Lynchburg	Lynchburg Terminal South to and including Danville
Raleigh	Raleigh Terminal West to and including Durham West to and including Sanford East to and including Chocowinity East to and including Moorhead City

This agreement changes current agreements only to the extent set forth herein. It is effective on the date of execution and remains in effect until or unless changed under the provisions of the Railway Labor Act, as amended.

Signed in Norfolk, Virginia, this 1st day of March, 2005.

FOR THE EMPLOYEES:

P. E. Emert
P. E. Emert
General Chairman
United Transportation Union

**FOR NORFOLK SOUTHERN RAILWAY
COMPANY:**

H. R. Mobley
H. R. Mobley
Assistant Vice President
Labor Relations

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its

EMPLOYEES

represented by the

UNITED TRANSPORTATION UNION

WHEREAS, it is the intention of the parties signatory hereto to combine the Danville District and Albemarle District seniority Districts and seniority rosters.

IT IS AGREED:

1. Conductors/trainmen/yardmen on the Danville District will establish road/yard seniority on the Albemarle District and be placed on the bottom of the Albemarle District seniority rosters in relative seniority order. It is similarly agreed that Albemarle District conductors/trainmen/yardmen will establish road/yard seniority on the Danville District and be placed on the bottom of the Danville District seniority rosters in relative seniority order.
 1. The names, in relative position, on the Danville District road/yard seniority rosters will be placed at the bottom of the Albemarle District road/yard seniority rosters immediately under the name of the junior road/yard employee and such Danville District conductors/trainmen/yardmen will be given Albemarle District road/yard seniority dates which shall be the date seniority rosters are combined.
 2. The names, in relative position, on the Albemarle District road/yard seniority rosters will be placed at the bottom of the Danville District road/yard seniority rosters immediately under the name of the junior road/yard employee and such Albemarle District conductors/trainmen/yardmen will be given a Danville District road/yard seniority date which shall be the date seniority rosters are combined.
 3. All conductors/trainmen/yardmen entering the service, after the date Danville District and Albemarle District seniority rosters are combined, will establish a seniority date on both districts as prescribed by the rules for establishing seniority as a hired and/or promoted employee. These

conductors/trainmen/yardmen will be given the same date on both road/yard seniority rosters.

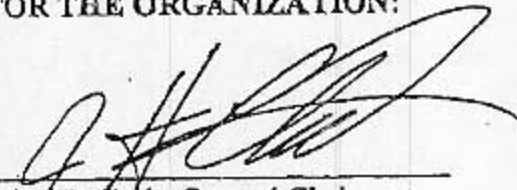
ACT employees hired before the effective agreement date, and who have not established seniority by that date, will be placed on the bottom of the respective prior right seniority roster for the seniority district where they were employed to work. Their placement will be the day before the effective agreement date, according to the rules for establishing seniority.

- B. All conductors/trainmen/yardmen holding a Danville District road/yard seniority date on the date that the seniority rosters are combined will be referred to or known in the future as PRIOR-RIGHT DANVILLE DISTRICT conductors/trainmen/yardmen with appropriate prior rights designation. All Albemarle District conductors/trainmen/yardmen holding a seniority date on the date seniority rosters are combined will be referred to or known in the future as PRIOR RIGHT ALBEMARLE DISTRICT conductors/trainmen/yardmen with appropriate prior rights designation. All conductors/trainmen/yardmen referred to in Section A.3 of this Agreement will be referred to or known in the future as DUAL-RIGHT conductors/trainmen/yardmen.
- C. Prior right Danville District road/yard conductors/trainmen/yardmen will retain prior rights to work on the Danville District territory, while prior rights Albemarle District conductors/trainmen/yardmen will retain prior rights to work on the Albemarle District territory. Prior rights conductors/trainmen/yardmen may be required to protect service on their prior rights district when required by the Carrier. Conductors/trainmen/yardmen exercising seniority to or working on either district will not be required to relinquish their seniority on the other district. Conductors/trainmen/yardmen voluntarily exercising seniority to another district must qualify at their own expense.

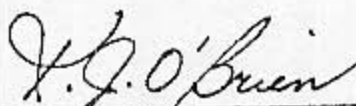
A dual rights employee is required to perform service on both the Danville District and Albemarle District Districts (in either yard or road service) in compliance with the rules for filling vacancies and/or assignments. A DUAL-RIGHTS employee may request or bid on vacancies and/or assignments on both districts in either yard or road service, and will be assigned same if qualified and seniority permits.

Signed at Norfolk, Virginia, this 29th day of August, 2002, and will be effective September 1, 2002.

FOR THE ORGANIZATION:


/s/ J. H. Clark, General Chairman
United Transportation Union

FOR THE CARRIER:


/s/ K. J. O'Brien, Assistant Vice President
Norfolk Southern Railway Company

CS-UTU-1-58-4

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Kenneth J. O'Brien
Assistant Vice President
Labor Relations
(757) 629-2453

August 29, 2002

CS-UTU-1-58-4
Side Letter No. 1

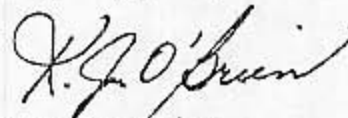
Mr. J. H. Clark, General Chairman
United Transportation Union
441 N. Louisiana Avenue, Suite Q
Asheville, North Carolina 28806

Dear Mr. Clark:

This refers to the agreement effective September 1, 2002, combining the Danville District and Albemarle District seniority districts and rosters.


Danville District conductors/trainmen/yardmen designated as PRIOR RIGHT DANVILLE DISTRICT and Albemarle District conductors/trainmen/yardmen designated as PRIOR RIGHT ALBEMARLE DISTRICT, who are unable to hold an assignment, including an extra board, on their prior right territory will not be required to accept an assignment off their prior right territory, except for assignments that report at a common point or terminal where the surplus prior right employee is located, or to mitigate the effects of any protective arrangement.

Very truly yours,



/s/ K. J. O'Brien

I Agree:



/s/ J. H. Clark, General Chairman
United Transportation Union

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Kenneth J. O'Brien
Assistant Vice President
Labor Relations
(757) 629-2453

August 29, 2002

CS-UTU-1-58-4
Side Letter No. 2

Mr. J. H. Clark, General Chairman
United Transportation Union
441 N. Louisiana Avenue, Suite Q
Asheville, North Carolina 28806

Dear Mr. Clark:

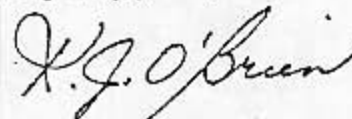
This is to confirm our understanding regarding conductors/trainmen/yardmen on the Danville District and Albemarle Districts who desire to exercise seniority to ground service.

It is agreed that Article XIII, Section 3 of the 1985 UTU National Agreement is amended as follows:

An engineer on the Danville District and Albemarle Districts who has established seniority as conductor (foreman), trainman (brakeman-yardman), hostler or hostler helper shall retain his seniority standing and all other rights in train and/or yard or hosting service. However, such employee shall be permitted to exercise such rights in the event he or she is unable to hold any position or assignment in engine service as engineer, hostler or hostler helper at his or her supply point or a position or assignment protected from the supply point, unless their services are needed in those crafts at another supply point.

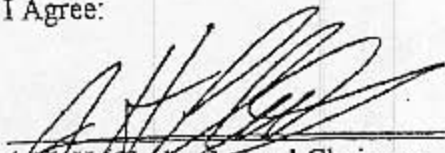
Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,



/s/ K. J. O'Brien

I Agree:



/s/ J. H. Clark, General Chairman
United Transportation Union

Kenneth J. O'Brien
Assistant Vice President
Labor Relations
(757) 629-2453

August 29, 2002

CS-UTU-1-58-4
Side Letter No. 3

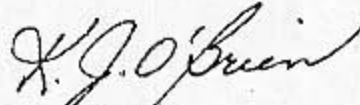
Mr. J. H. Clark, General Chairman
United Transportation Union
441 N. Louisiana Avenue, Suite Q
Asheville, North Carolina 28806

Dear Mr. Clark:

This refers to the agreement effective September 1, 2002, combining the Danville District and Albemarle District seniority districts and rosters.

The parties will meet to discuss an equity arrangement if an assignment(s) operates partially on the Danville District and partially on the Albemarle District.

Very truly yours,



/s/ K. J. O'Brien

I Agree:



/s/ J. H. Clark, General Chairman
United Transportation Union

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Kenneth J. O'Brien
Assistant Vice President
Labor Relations
(757) 629-2453

August 29, 2002

CS-UTU-1-58-4
Side Letter No. 4

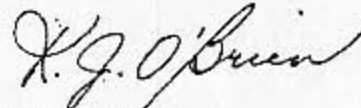
Mr. J. H. Clark, General Chairman
United Transportation Union
441 N. Louisiana Avenue, Suite Q
Asheville, North Carolina 28806

Dear Mr. Clark:

This refers to the agreement effective September 1, 2002, combining the Danville District and Albemarle District seniority districts and rosters.

The Carrier will maintain existing extra boards on the Danville District and Albemarle District territories unless mutually agreed to by the parties. Nothing in this Letter of Understanding will serve to prevent or affect in any way Carrier's right to maintain/adjust extra boards in accordance with applicable agreement(s).

Very truly yours,



/s/ K. J. O'Brien

I Agree:



/s/ J. H. Clark, General Chairman
United Transportation Union

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