



Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters

Freddie N. Simpson
President

David D. Joynt
Secretary-Treasurer

November 4, 2019

Mr. Scott Weaver
Vice President, Labor Relations
Norfolk Southern Railway Company
3 Commercial Place, Box 201
Norfolk, VA 23510

Mr. Matt Dalton
Director, Labor Relations
Norfolk Southern Railway Company
3 Commercial Place, Box 201
Norfolk, VA 23510

Dear Mr. Weaver and Mr. Dalton:

The Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters (BMWED-IBT) hereby serves notice, in accordance with Section 6 of the Railway Labor Act, of our desire to amend our existing agreements establishing the rates of pay, rules and working conditions for all maintenance of way employees of Norfolk Southern Railway Company and its subsidiaries and affiliates, represented by BMWED-IBT, specifically the agreements identified on Attachment A. It is proposed that the proposed desired changes be made effective as of January 1, 2020, unless otherwise specifically noted in said Attachment A.

BMWED-IBT intends to bargain with the Carrier on a systemwide basis on behalf of all of the Carrier's employees represented by the Union for changes to the agreements identified on Attachment A. General Chairmen Sam Alexander, Dale Bogart, Jack David, Jason Graham, and Anthony Sessa as well as Vice President South Region Roger Sanchez and Northeast Region Vice President Sean Gerie are designated as BMWED's representatives and are authorized to confer on these notices and notices served by the Carrier. Please direct all future correspondence regarding this matter to BMWED's designated representatives with a copy to the undersigned. Our designated representatives will coordinate with you to establish a meeting schedule to resolve these issues.

We also reserve the right to serve additional notices to be handled concurrently with this notice and to alter the composition of our bargaining team as BMWED deems appropriate.

Sincerely,

Freddie N. Simpson
President

cc:	Vice Presidents	S. Alexander	D. Bogart	R. Edelman
	J. David	J. Graham	A. Sessa	D. Griffin
	P. Kennedy	Z. Voegel	R. Shanahan, Jr.	T. Roth

41475 Gardenbrook Road
Novi, MI 48375-1328
Telephone 248.662.2660 Facsimile 248.662.2659
www.bmwe.org

ATTACHMENT "A"
Norfolk Southern Railway Company Section 6 Notice
Effective January 1, 2020

1. Rate Adjustment

Effective January 1, 2020, all rates of pay on the entire NS property will be the highest rate of pay for each classification.

Effective January 1, 2020, the rates of pay for Wheelersburg Terminal operators and roadway equipment repairmen will be adjusted to the highest track machine operator rate of pay and the highest roadway machine repairmen rate of pay under the NS property Agreements.

2. Cost of Living

Effective January 1, 2020, following the adjustment of rates in paragraph one above all rates of pay will receive a cost of living allowance (COLA) which is based on the CPI for the preceding year. This COLA will be repeated on each succeeding January 1 using the same formula. If there is a negative change or reduction in the COLA each January 1 there will be no reduction from the last upward revision of the COLA.

3. Wage Increase

Effective January 1, 2020 and each succeeding July 1 the rates of pay will be raised 7% for all BMWED represented workers on the NS and Wheelersburg Terminal properties

4. Retroactivity

Full retroactivity will be paid on Sections 1, 2 and 3 above with interest in the event the agreement is not resolved prior to January 1, 2020.

5. Health and Welfare Benefits

Improve all health and welfare benefits.

Reduce and/or eliminate employee out of pocket healthcare expenses and cost share requirements.

Explore healthcare insurance arrangements that are alternative to the National Health and Welfare Plan.

6. Contracting Out of Work

Reduce instances of contracting out through improved Scope Rule:

“Without prejudice to the parties opinions on the meaning of the scope rules in the Southern Agreement and the N&W/Wabash Agreement, NS agrees not to contract out any of the following work on the NS property covered by the Southern and N&W Agreements without written agreement of the involved General Chairman (men).

The following work is reserved to BMWWE members: all work in connection with the construction, maintenance, repair, inspection or dismantling of tracks, bridges, buildings, and other structures or facilities used in the operation of the carrier in the performance of common carrier service on property owned by the carrier. This work will include rail, guard rail, switch stand, switch point, frog, tie, plate, spike, anchor, joint, gauge rod, derail and bolt installation and removal; Insulated Joint installation, maintenance and repair; Concrete tie Pad maintenance and replacement, erection and maintenance of signs, such as mile posts, speed restriction signs, resume speed signs, crossing and station signs, warning signs, and signs attached to buildings or other structures (except billboards); construction of track panels; welding, grinding, burning, and cutting; ballast unloading, regulating, equalizing, and stabilizing; track and switch undercutting; cribbing between ties; track surfacing and lining; snow removal (track structures and right of way); road crossing installation and renewal work; asphaltting of road crossings (unless required by outside agencies), culvert installation, repairs, cleaning and removal; yard cleaning; right of way fences, distribution and collection of new and used track, bridge and building material; operate machines, equipment, and vehicles; transporting maintenance of way employees; mowing; Brush-cutting and tree cutting, installation, maintenance, and repairs of turntables, platforms, walkways, and handrails; head wall and retaining wall erection; cleaning, sandblasting, and painting of machines, equipment, bridges, turntables, platforms, walkways, handrails, buildings, and other structures or facilities; rough and finish carpentry work; concrete and masonry work; grouting, plumbing, and drainage system installation, maintenance, and repair work; cooling and heating system installation, maintenance, and repair work; fuel and water service work; drawbridge operation and maintenance, flagging protection work and any other work customarily or traditionally performed by BMWWE represented employees. In the application of this Rule, it is understood that such provisions are not intended to infringe upon the work rights of another craft as established. It is also understood that this list is not exhaustive.”

7. Information Requests:

Upon request, the Carrier shall provide the Organization with information necessary to administer and negotiate the collective bargaining agreement.

8. Paid Parental Leave

NS agrees to a paid parental leave rule that will pay a woman full wages starting 30 days before her due date and ending 60 days following her due date and pay a man 60 days following the birth of his child.

9. Travel Allowance

All production employees without fixed headquarters will receive a travel allowance to and from the lodging facilities and their home equal to the IRS mileage rate for the distance between their home and the lodging facility and two minutes per mile for the time spent traveling.

All other employees will receive a daily commuter allowance to their fixed headquarters and their home equal to the IRS mileage rate times the distance between their home and fixed headquarters and two minutes per mile for the time spent in their daily commute.

10. Rule 18 N&W/Wabash Agreement

Amend Rule 18 to prevent the crossing of seniority district lines.

11. Rule 30 N&W/Wasbash Agreement and Rule 40 Southern Agreement

Amend Discipline Rule 30 and 40 to state:

“It should be understood, that when an employee is to be held out of service pending trial and decision, notice that he/she has been removed from service will be by letter addressed to him by his department head. Such letter should be hand delivered. In cases where hand delivery cannot be accomplished, then the accepted practice of a registered return receipt letter shall be followed.

An employee held out of service pursuant to this rule shall remain under pay as though he/she were in active service on his regular position unless medically disqualified. Compensation under this rule shall continue until the decision is rendered following the trial, except that if the employee or his duly accredited representative requests a postponement of the employee's trial, the employee will not be compensated for the period of such postponement.

In the event of such a postponement, NS, shall attempt to reschedule the trial to commence within fifteen (15) days of the postponement. If the trial cannot be scheduled within that time, through no fault of the employee or his representative, compensation will again be paid after the fifteen (15) day period.”

12. Meal Expense Per Diem

For all employees without fixed headquarters provide a per diem expense for meals equal to 50 dollars per day with a COLA escalator.

13. Awarding positions under the Southern Agreement

Provide for the awarding of positions based on seniority when there is no

qualified applicant.

14. CDL Differential

The carrier will provide all BMWED employees who wish to acquire a Commercial Driver's License (CDL), an opportunity to do so while on company time and the carrier will pay the cost of training, testing, and fees for employees to acquire a CDL and will pay the cost of testing and fees for employees to maintain a CDL. Once the CDL is obtained subsequent additional endorsements required to maintain the license requirements will also be reimbursed.

Employees shall be permitted the use of an appropriate company vehicle to take CDL test. If a company vehicle is not available, the carrier will arrange for a rental vehicle.

Provide a two (2) dollar hourly differential for all positions advertised with a CDL requirement.

Provide a one (1) dollar hourly differential for any employee who has a current CDL.

15. Shift and Skill Differentials

All NS and Wheelersburg Terminal employees assigned to work "second shift" will be paid a \$2 per hour differential.

All NS and Wheelersburg Terminal employees assigned to work "third shift" will be paid a \$3 per hour differential.

All NS and Wheelersburg Terminal employees with regular assigned work days on Saturday and/or Sunday will be paid at the time and one-half rate of pay for all hours worked.

All Wheelersburg Terminal operators qualified to perform duties of barge loadout, train loadout, and rotary dump work shall receive a \$2 hourly differential.

16. Rule 5 – Overtime Wheelersburg Terminal

Overtime pay at the rate of time and one-half for all hours worked preceding or following and continuing with regular assigned work period, with double time paid for all time worked after sixteen (16) continuous hours of work in any 24 hour period computed from the starting time of the assigned work period.

Employees notified or called to perform service outside of and not continuous with their regularly assigned working hours shall be paid a minimum of four (4) hours at the rate of time and one-half.

17. Bid and Hold

Eliminate bid and hold under the Southern Agreement.

18. Appendix A, Appendix B, N&W/Wabash Agreement and Southern Agreement Rule 29 and Rule 30

If an employee has been assigned to a gang working a four (4) day work week (ten (10) hours each day) and a paid holiday falls on a workday, the affected employee will receive 10 hours pay for the holiday.

If an employee has been assigned to a position working a four (4) day work week (ten (10) hours each day), the employee will receive 10 hours pay for each day of personal leave and vacation day.

19. Book of Rules Differential

Establish a twenty-five (25) dollar per day differential for all positions requiring the book of rules qualification.

Establish a ten (10) dollar a day differential for all employees who are qualified on book of rules but not holding a position requiring the book of rules.

This differential is payable in addition to other differentials the employee may be entitled to receive.

20. RWP Differential

Establish a twenty (20) dollar a day differential for all employees required to be qualified under the FRA RWP rules.

This differential is payable in addition to other differentials the employee may be entitled to receive.

21. Eliminate Camp Cars

Provide single occupancy for all carrier non-headquartered employees

22. Worksite reporting for all NS Employees

Eliminate all worksite reporting requirements.

23. Vacation and Other Paid Time Off

Amend vacation qualification and entitlements on NS and Wheelersburg Terminal as follows:

- i) Regardless of length of service, minimum of 100 days of compensated service in preceding year required for full vacation eligibility.
- ii) Newly hired employee who performs at least 100 days of compensated service in first year of employment receive 10 days (80 hours) of paid vacation time.
- iii) Employee who performs less than 100 days of compensated service in first year of employment or any year thereafter receives a pro-rata share of paid vacation based on number of days worked.
- iv) Employee receiving pro-rata vacation for first year of service is deemed to have qualified for a full vacation when computing eligible years of service for subsequent vacation eligibility.
- v) Employees with 1 - 4 years of qualifying service receive 2 weeks (80 hours) paid vacation.
- vi) Employees with 5 - 9 years of qualifying service receive 3 weeks (120 hours) paid vacation.
- vii) Employees with 10 - 14 years of qualifying service receive 4 weeks (160 hours) paid vacation.
- viii) Employees with 15- 24 years of qualifying service receive 5 weeks (200 hours) paid vacation.
- ix) Employees with 25 or more years of qualifying service receive 6 weeks (240 hours) paid vacation. Employees may subdivide up to 3 weeks of vacation into less than 40 hour increments subject to the applicable rules regarding scheduling of personal leave on the carrier.

24. Attendance Performance Paid Time Off for all NS and Wheelersburg Terminal Employees.

Employees are entitled to one additional paid day off for each quarter, with a maximum of four days per calendar year, for each quarter an employee has no unauthorized absences (excludes vacation and personal days).

25. Relief Supervisors on Wheelersburg Terminal

Amend Rule 14 title of Relief Supervisors to Relief Foreman.

26. Recognition of Seniority for Assignments on Wheelersburg Terminal

Operators and roadway equipment repairmen shall select daily work assignments based upon seniority and qualifications.

The qualified operator(s) with the least amount of seniority may be assigned to perform the work assignment that a senior operator declines to perform.

Operators and roadway equipment repairmen shall have preference to select work schedules when established based upon their seniority.

27. Safety Equipment Allowance for all NS and Wheelersburg Terminal Employees.

Carrier will provide an annual calendar year boot allowance of \$200 per employee.