

## **AGREEMENT**

**between**

**NORFOLK SOUTHERN RAILWAY COMPANY**

**and its EMPLOYEES**

**represented by the**

**SMART - TD**

In order to provide extra employees scheduled time off, the parties mutually agree to establish Work/Rest Guaranteed Extra Boards throughout the NKP/WAB property as described herein.

### **Article I**

- A. The extra board will be divided into four groups with rotating rest days (see attached schedule).
- B. Employees will have a six-day work cycle followed by a two-day rest cycle.

### **Article II**

- A. Extra employees, except as outlined in paragraphs D and E below, shall be marked off "rest day" at 10:00 p.m. (service to begin no later than 12:01 a.m.) on the day before the first of their assigned rest days. An employee who is on duty at the beginning of his assigned rest day(s) will be automatically marked off upon arrival at his home terminal.

Employees will be marked up automatically at 10:00 p.m., (service to begin no earlier than 12:01 a.m.) on their last rest day on their turn as it stands in the extra board rotation. If the employee's turn reaches the first out position before completion of their assigned rest days, the turn will be held in place until the completion of the rest day, when it will again be subject to call.

**Exception:** An employee who has a duty period that extends into his assigned rest days will observe a 48 hour rest period and will be automatically marked up at the expiration of the 48 hour rest period. Employees, at the time they mark-off to observe the 48 hour rest period, may elect to be marked up at the bottom of the extra board. Otherwise, employees will be marked up on their turn as it stands in the extra board rotation.

**Note:** Employees who initiate a tour of duty on each of the six days contained in their work cycle will be required to observe 48 hours unavailability, if not accomplished through the rest days and on/off duty times outlined in Article II, Section A. Employees who initiate a seventh start from their away from home terminal during a cycle wherein they initiated a tour of duty on seven consecutive days, will be required to observe 72 hours unavailability. The foregoing RSIA unavailability time will be observed without deduction in guarantee provided they otherwise meet the qualifications outlined in Article II, Section B. The purpose of this Note is compliance with the Rail Safety Improvement Act of 2008.

- B. Employees with seniority on/after December 5, 1991, who stay marked up to the extra board the entire bi-weekly period, except for their scheduled rest day(s), will be eligible for guarantee in the amount of \$2,147.45 per bi-weekly period. This guarantee is subject to applicable general wage increases, cost of living adjustments, and rate progression. Employees who mark off for any reason, except as provided in B(1) through B(3) below, will forfeit their guarantee. All earnings, including compensated leave, during the bi-weekly period will be considered in calculating the minimum earnings.
  - 1. Above employees will not forfeit their guarantee if they are observing compensated leave.
  - 2. Local Chairmen will have their guarantee reduced by 1/10 for each non-rest day they are marked off union business.
  - 3. Employees who mark-off for weekend military obligation, no more than one weekend per month, will have their guarantee reduced by 1/10 for each non-rest day they are unavailable.
- C. If the number of employees assigned to an extra board is increased or decreased the employees' guarantee will be prorated for the period they are assigned to the extra board. Employees who voluntarily exercise their seniority/bid to or from an extra board will not be entitled to guarantee for that bi-weekly period.
- D. An employee who is forced to an outlying point vacancy in accordance with schedule rules will forfeit his/her right to the assigned extra board rest day(s) for the duration of the temporary vacancy.
- E. In no event will an employee be allowed to accumulate rest days.

**Article III**

- A. Carrier will regulate the number of employees assigned to extra boards.
- B. Employees exercising seniority to the extra board must displace the junior employee.
- C. When position(s) on the extra board are reduced, the junior employee(s) will be removed.
- D. The parties recognize it may be necessary to periodically re-assign employees among the work/rest groups to maintain an even distribution. Before making such adjustments, the Carrier will consult with the local chairman.
- E. Extra board vacancies may not be claimed as temporary vacancies, known or otherwise.

**Article IV**

It is understood this agreement alters other agreements only to the extent necessary to give it effect. This Agreement will remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Norfolk, Virginia this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE EMPLOYEES:**

**FOR THE CARRIER:**

\_\_\_\_\_  
J. T. Boswell, General Chairman  
SMART - TD

\_\_\_\_\_  
Jeremy D. Moore, Assistant Vice President  
Labor Relations  
Norfolk Southern Railway Company

**WORK/REST EXTRA BOARD**  
**Assigned days off**  
**by group**  
**6/2**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
A	A	B	B	C	C	D
D	A	A	B	B	C	C
D	D	A	A	B	B	C
C	D	D	A	A	B	B
C	C	D	D	A	A	B
B	C	C	D	D	A	A
B	B	C	C	D	D	A
A	B	B	C	C	D	D
A	A	B	B	C	C	D



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

Jeremy D. Moore  
Assistant Vice President  
Labor Relations  
(757) 629-2419

January 6, 2015

NA-99-OPS (WR)  
Side Letter No. 1

Mr. J. T. Boswell, General Chairman  
SMART - TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Dear Mr. Boswell:

It is agreed that should a law be enacted or an existing law amended by law or interpretation in a manner that impacts employee availability or the work/rest cycles outlined in this agreement, the parties will meet to resolve any conflict. If unable to agree on a resolution, either party may cancel this agreement after serving a 5 day written notice upon the other party.

If you concur, please sign in the space provided below.

Very truly yours,

I concur:

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J. T. Boswell, General Chairman  
SMART - TD



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NA-99-OPS (WR)  
Side Letter No. 2

Mr. J. T. Boswell, General Chairman  
SMART - TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Dear Mr. Boswell:

This commemorates the parties' understanding with respect to the work week for employees assigned to the work/rest extra boards in connection with this Agreement.

The parties recognize that the first day of an employee's work week is the day following their last rest day. Additionally, the parties recognize that employees must remain available for the six-day work period, and that employees assigned to yard and combination road/yard extra boards will continue to be used at straight time ahead of employees at overtime.

If you concur, please sign in the space provided below.

Very truly yours,

I concur:

---

J. T. Boswell, General Chairman  
SMART - TD



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NA-99-OPS (WR)  
Side Letter No. 3

Mr. J. T. Boswell, General Chairman  
SMART - TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Dear Mr. Boswell:

The cycle times described in Article IIA may be modified by mutual agreement.

If you concur, please sign in the space provided below.

Very truly yours,

I concur:

---

J. T. Boswell, General Chairman  
SMART - TD



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Jeremy D. Moore  
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January 6, 2015

NA-99-OPS (WR)  
Side Letter No. 4

Mr. J. T. Boswell, General Chairman  
SMART - TD  
817 Kilbourne Street  
Bellevue, Ohio 44811

Der Mr. Boswell:

In order that no current employees have their eligible guarantee amount reduced as a result of this Agreement, employees with seniority on or before the date of this Agreement who are assigned to an extra board and are in rate progression will remain eligible for a guarantee of no less than \$1,778.28.

If you concur, please sign in the space provided below.

Very truly yours,

I concur:

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J. T. Boswell, General Chairman  
SMART - TD