

Letter Agreements Revising Norfolk and Southern and Former Wabash Agreement

1. September 3, 1998 Letter Agreement regarding Assistant Crane Operator awards(AG-MW-2);
2. September 1, 1998 Letter Agreement regarding seniority on DPG's and application to home zone (NA-91-BMWE-13);
3. August 11, 1998 Letter Agreement relative to certain travel and meal allowances regarding application of Article 14 of September 26, 1996 Agreement (NA-96-BMWE-14);
4. June 24, 1998 Letter Agreement adjusting meal allowance as per Rule 43 II (e)(2) of the N&W Agreement (AG-MW-2);
5. February 12, 1998 Letter Agreement adjusting monthly positions to hourly positions (NA-MW-96-A24);
6. January 24, 1996 Letter Agreement regarding application of Rule 8(e) when an employee seeks to "upgrade himself" (AG-MW-2);
7. January 24, 1996 Letter Agreement regarding application of Rule 3 to former Wabash property (AG-MW-2);
8. March 11, 1994 Letter Agreement regarding application of Article 7 - Rate Progression - New Hires of the February 6, 1992 Imposed Agreement (NA-91-BMWE-7);



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

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

September 3, 1998

AG-MW-2

Mr. T. R. McCoy, Jr.
General Chairman, BMW
First American Bank Bldg. Suite 2-A
2706 Ogden Road, SW
Roanoke, VA 24014

Dear Mr. McCoy:

This is in reference to our discussions on September 3, 1998, concerning assignment of Assistant Crane Operator positions in accordance with Rule 8 of the current Agreement.

It is understood in connection with advertisements of Assistant Crane Operator position that if no one bidding on the position has Assistant Crane Operator seniority, the position will be awarded to the most senior Trackman bidding on the position, regardless of any other seniority.

Very truly yours,

W. L. Allman, Jr.

By: Don Z. Kerley
Assistant Director
Labor Relations

cc: T. C. Bivens



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

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

September 1, 1998

NA-91-BMWE-13

Mr. P. R. Beard
General Chairman, BMWE
2665 Navarre Ave. - Suite A
Oregon, OH 43616

Mr. T. R. McCoy, Jr.
General Chairman, BMWE
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMWE
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

Gentlemen:

This is in reference to our previous discussions concerning employees who obtain promotion to other classifications in accordance with Section 2, part D, of the June 12, 1992 Arbitrated Agreement covering Designated Programmed Gangs (DPG's). It is understood that in application of this provision, an employee who establishes seniority in a new classification on the DPG roster will also establish that same seniority date on the corresponding roster, covering such positions in non-DPG service, on the territory where the employee had previously established the seniority date generating his DPG seniority and zone designation that resulted in his obtaining the promotion to the new classification on the DPG roster.

There may have been instances in which an employee obtaining promotion to a new DPG classification was also given such new date on a non-DPG roster covering territory where the DPG commenced work even though this territory was outside of the employee's zone designation on the DPG roster. In any such case the involve

Mr. P. R. Beard, et al.
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employee's non-DPG seniority is to be corrected so that this non-DPG seniority date obtained as a result of his promotion to a new DPG classification is only listed on a non-DPG roster covering territory included in his DPG zone designation.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,


W. L. Allman, Jr.

I concur:



P. R. Beard, General Chairman



T. R. McCoy, Jr., General Chairman



R. L. Taylor, General Chairman



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

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

August 11, 1998

NA-96-BMWE-14

Mr. P. R. Beard
General Chairman, BMW
2665 Navarre Ave. - Suite A
Oregon, OH 43616

Mr. G. L. Cox
General Chairman, BMW
P. O. Box 24068
Knoxville, TN 37933

Mr. T. R. McCoy, Jr.
General Chairman, BMW
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMW
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

Gentlemen:

This is in reference to our previous discussions and correspondence concerning employees covered by ARTICLE XIV-TRAVEL ALLOWANCE of the September 26, 1996 National Agreement claiming for per diem meal allowance, travel time and/or mileage for change of work points, and Special Allowances.

This confirms our understanding that, with respect to the Application of Section 1 of ARTICLE XIV-TRAVEL ALLOWANCE on Norfolk Southern Railway, employees on covered gangs:

- 1) remain covered by the per diem meal allowance provisions of Rule 43 (I) (a) of the NW-WAB Agreement, Rule 48 of the

Mr. P. R. Beard et al.
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Nickel Plate Agreement and Rule 34 (I)(B) of the Southern Agreement.

- 2) who go home over the rest days or rest day-holiday combination will not be allowed any travel time or mileage payment provided in Rule 43 (I)(c) and 43 (I)(e) of the NW-WAB Agreement, Rule 46 (e) of the Nickel Plate Agreement and Rule 34 (I)(C) of the Southern Agreement in connection with employee's work point being changed over a rest day or rest day-holiday combination; but, will remain covered by travel time or mileage payment provided in Rule 43 (I)(c) and 43 (I)(e) of the NW-WAB Agreement, Rule 46 (e) of the Nickel Plate Agreement and Rule 34 (I)(C) of the Southern Agreement in connection with changes during the work week outside of regular assigned hours.
- 3) who do not go home over the rest days or rest day-holiday combination, and thereby do not receive Travel Allowance, will be allowed any travel time or mileage payment provided in Rule 43 (I)(c) and 43 (I)(e) of the NW-WAB Agreement, Rule 46 (e) of the Nickel Plate Agreement and Rule 34 (I)(C) of the Southern Agreement in connection with employee's work point being changed over a rest day or rest day-holiday combination.

Furthermore, this confirms our understanding that, with respect to the Application of ARTICLE XIV-TRAVEL ALLOWANCE on Norfolk Southern Railway, employees on covered gangs will not be paid the Transportation Special Allowance in Rule 43 (II)(f) of the NW-WAB Agreement or the Special Transportation Allowance of Rule 8 in the Southern Agreement.

This understanding is to address application of ARTICLE XIV-TRAVEL ALLOWANCE on NSR and will not be used by either party (or any third party, partisan or neutral) to determine the application of Article XIV on other Carriers. Moreover, we agree that this understanding is without prejudice to either party's position and will not be cited by either party in the Article XIV dispute that was litigated before the United States Court of Appeals for the Seventh Circuit. (BMWE v. ATSF, et al., Appeal No. 96-4175) and is now pending before the Supreme Court of the United States on petition for writ of certiorari.

Mr. P. R. Beard et al.
August 11, 1998
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Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

W L Allman, Jr.

W. L. Allman, Jr.

I concur:

Paul R. Beard

P. R. Beard, General Chairman

Harry L. Cox

G. L. Cox, General Chairman

T. R. McCoy, Jr.

T. R. McCoy, Jr., General Chairman

R. L. Taylor

R. L. Taylor, General Chairman

Approved:

R. A. Lau

R. A. Lau, Vice President

June 24, 1998

AG-MW-2

Mr. T. R. McCoy, Jr.
General Chairman, BMWWE
Suite 2-A, First American Bank Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMWWE
Wabash Federation
P. O. Box 696
Moberly, MO 65270-1550

Gentlemen:

This confirms our June 23, 1998 discussion concerning the meal allowance for breakfast, lunch and dinner as provided in Rule 43 II (e)(2) of the current July 1, 1986 Agreement.

It was mutually understood that effective Wednesday, July 1, 1998 the above allowance will be adjusted to the following:

Breakfast	-	\$ 5.75
Lunch	-	\$ 7.25
Dinner	-	<u>\$ 8.25</u>
		\$21.25

We are making arrangements to have this meal allowance paid accordingly.

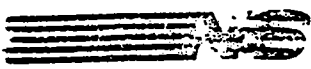
Very truly yours,

W. L. Allman, Jr.

/s/ E. N. Jacobs, Jr.

By *E. N. Jacobs, Jr.*
Assistant Director
Labor Relations

cc: P. R. Beard - as information.



**NORFOLK
SOUTHERN**

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

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

February 12, 1998

NA-MW-96-A24

Mr

Mr. P. R. Beard
General Chairman, BMWE
2665 Navarre Ave. Suite A
Oregon, OH 43616

Mr. G. L. Cox
General Chairman, BMWE
P. O. Box 24068
Knoxville, TN 37922

Mr. T. R. McCoy, Jr.
General Chairman, BMWE
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMWE
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

Gentlemen:

This refers to our exchange of letters dated January 12 and 16, 1998, concerning Addendum No. 24 - Monthly Rated Positions of the September 26, 1996 Mediation Agreement.

This will confirm that all existing monthly rates will be converted to hourly rates effective February 1, 1998 by dividing the existing monthly rate by 174.6 with the understanding that other rules or practices that may presently apply to monthly-rated positions remain applicable to the converted positions.

It is further understood that both the conversion and this letter will be without prejudice to either party's position in disputes over such rules or asserted practices. There are no claims pending concerning such rules or practices except those

Mr. P. R. Beard; et al.
February 12, 1998
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filed by General Chairman Taylor and the conversion and this letter are without prejudice to either party's position in those claims.

Please indicate your concurrence in this matter by signing in the space below and returning a copy for our files.

Very truly yours,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

AGREED:

J. R. McLaughlin
General Chairman, BMW

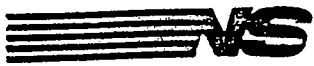
Paul R. Beard
General Chairman, BMW

David A. Cox
General Chairman, BMW

Richard L. Taylor
General Chairman, BMW

APPROVED:

Richard A. Lane
Vice President, BMW



**NORFOLK
SOUTHERN**

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

William L. Allman, Jr.
Director
Labor Relations
(804) 629-2406

January 24, 1996

AG-MW-2

Mr. R. L. Taylor
General Chairman, BMW
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

Mr. J. W. Pugh
General Chairman, BMW
Suite 2-A, Charter Federal Bldg.
2706 Ogden Road, S.W.
Roanoke, VA 24014

Gentlemen:

Reference our January 15, 1996 discussion and recent conference concerning the application of Rule 8 (e) with respect to an employee's entitlement to make application on positions other than to "upgrade himself".

This will confirm our mutual understanding that, in the application of Rule 8 (e), employees who are in a circumstance requiring that they "must hold and remain on the awarded position for no less than 90 calendar days" may not make application on a position for which the fifteen day bulletin period expires during the referred to "90 calendar days", unless the bid is to upgrade to a higher rated position.

Very truly yours,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

Agreed:

Richard L. Taylor
General Chairman, BMW

Richard A. Loe
Vice President, BMW

J. W. Pugh
General Chairman, BMW



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

William L. Allman, Jr.
Director
Labor Relations
(804) 629-2406

January 24, 1996

AG-MW-2

Mr. R. L. Taylor
General Chairman, BMWWE
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

This is in reference to our prior discussions concerning Rule 3 (f) of the current agreement which requires employees transferring between Track and B&B positions on the Western Region (former Wabash) to forfeit seniority in the prior sub-department sixty days after transferring, while on the Eastern Region (former NW) an employee may establish and retain seniority in both the Track and the B&B sub-department.

In order to apply the provisions of Rule 3 in a uniform manner on the Eastern and Western Regions this will confirm our understanding reached that, effective February 1, 1996, paragraph (f) is eliminated from Rule 3. Accordingly, employees on the Western Region voluntarily transferring from one sub-department to another will be handled as currently done on the Eastern Region.

If the foregoing agrees with your understanding, please indicate your concurrence by signing in the space provided below and returning one signed copy for our file.

Very truly yours,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

AGREED:

Richard L. Taylor
General Chairman, BMWWE

Richard A. Love
Vice President, BMWWE



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

March 11, 1994

NA-91-BMWE-7

Mr. P. R. Beard
General Chairman, BMWE
712 Second Street
Toledo, OH 43605

Mr. G. L. Cox
General Chairman, BMWE
20464 Catawba Ave., Suite G
P. O. Box 2003, Cont. Station
Cornelius, NC 28031

Mr. J. W. Pugh
General Chairman, BMWE
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMWE
The Office Building
509 W. Rollins Street, Suite 204
Moberly, MO 65270

Gentlemen:

This refers to discussion on March 3, 1994, in Atlanta, GA, concerning our differences regarding the application of Article VII - Rate Progression-New Hires of the February 6, 1992 Imposed Agreement.

It is agreed that, without prejudice to the position of either party and with the understanding that such will not be referred to or cited by either party in any negotiations or arbitration on this property or others, Article VII of the February 6, 1992 Imposed Agreement will not be applicable to BM employees on Norfolk Southern Railway Company and Norfolk and Western Railway Company. In lieu thereof, effective April 16, 1994, Article III of the October 17, 1986 National Agreement will not apply to the following positions on NSR and NWR properties covered by BMWE Agreements:

Mr. P. R. Beard, et al
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- Foremen- All Foremen except Assistant and Apprentice Foremen
- Roadway Machine Repairmen, including Leadmen
- Welders (gas, electric, thermit)
 - Track Repairmen (gas, electric)
- Operators of the following machines:
 - Cranes - includes Burro Crane Opr, Clamshell Opr, Crane Opr, Crawler Track Crane Opr (CTC), Dragline Opr, Little Giant Crane Opr, Hoisting Engineer, Locomotive Crane Opr, Lucky Loader Opr, Mobile Crane Opr (hi-rail), Multi-Crane Opr, Pile Driver Engineer, Rail Transposing Machine Opr, Speed Swing Opr, Tractor Shovel Opr, and Truck Crane Opr
 - Backhoe
 - Ballast Regulator
 - Ballast Equalizer
 - Ballast Stabilizer
 - Bulldozer
 - Car Mover (Push Car)
 - Dual Brushcutter/Track Brushcutter
 - Dump Truck - Hi-Rail/Tandem Axle
 - Excavator
 - Front End Loader - End Loaders
 - Gauge Spiker
 - Gradall
 - Grouting Machine/Pumpcrete Machine
 - Jordan Spreader
 - Rail Heater Machine
 - Tampers (that either pull, raise, level, or line)
 - Rail Pick-Up Train
 - Rail Pusher Car
 - Snow Blower (Jet Type)
 - Speno Front End
 - Speno Rear End
 - Spikers (All spikers except walking spikers)
 - Standard Gauge Threader
 - Switch Undercutter
 - Switch Tie Inserter
 - Tie Destroyer Machine
 - Tie Shear Machine
 - Tie Down Machine
 - Tie Plugger Machine (Chemical-type only)
 - Tie Handler/ Tie Crane
 - Power Tie Handler/Bridge Tie Crane
 - TKO/Tie Remover-Inserter
 - Track Liner Shifter Machine (with wire attachment)
 - Tractor Low-Boy (Tractor Trailer)

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- Tunnel Ditcher
- Vacuum Truck
- Welded Rail Processing Machine/Buffalo Machine
- Wide Gauge Threader
- Yard Cleaning Machine

Should, in the future, the Carrier put into service machines of a type not currently used or referenced herein, the parties will confer as to whether the operator of such machine should be exempt from rate progression. If the parties fail to reach agreement, the matter will be subject to final and binding arbitration at the request of either party.

The parties recognize and agree that this resolution is limited solely to the matter of rate progression and will not be used by either party in any manner with respect to the interpretation or application of any other rule or practice.

Please indicate your agreement by signing in the space provided below.

Very truly yours,

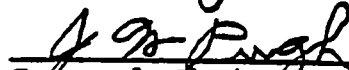


R. S. Spenski
Sr. Assistant Vice President-
Labor Relations
Norfolk and Western Railway Company
Norfolk Southern Railway Company
Alabama Great Southern Railroad
New Orleans & Northwestern Ry.
Central of Georgia Railroad
Cincinnati, New Orleans & Texas
Pacific Ry.
Georgia Northern Ry.
Georgia Southern and Florida Ry.
New Orleans Terminal Company
St. Johns River Terminal Company
Tennessee, Alabama & Georgia Ry.
Tennessee Railway

AGREED:



General Chairman, BMW

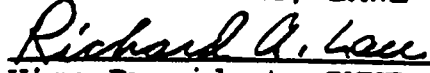

General Chairman, BMW


General Chairman, BMW


General Chairman, BMW

APPROVED:


Vice President, BMW


Vice President, BMW


Vice President, BMW