

MEMORANDUM OF AGREEMENT

between

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Norfolk Southern Railway Company (NS) obtained a June 12, 1992 Arbitrated Agreement to establish Designated Programmed Gangs (DPGs) to perform certain production work throughout the Norfolk and Western Railway Company system without regard to former property lines or seniority districts;

WHEREAS, the June 12, 1992 Arbitrated Agreement for DPGs was extended to include the former CR lines acquired by NS pursuant to the January 14, 1999 Arbitrated Implementing Agreement, and to include the former Southern lines pursuant to the April 25, 2012, Memorandum of Agreement;

WHEREAS, Section 8 of the June 12, 1992 Arbitrated Agreement for DPGs provides a mechanism for NS to modify DPGs subject to agreement of the General Chairmen and, if necessary, expedited party-pay arbitration, and NS has notified the General Chairmen pursuant to this Section 8 of its desire to expand the DPG Agreement to include a DPG Flash Butt Welder roster in order to include Flash Butt Welding capacity on certain Rail Gangs; and

WHEREAS, the parties signatory hereto desire to resolve this matter on a without prejudice basis by entering into an arrangement that will address the NS desire for a DPG Flash Butt Welder roster;

THEREFORE, it is agreed:

ARTICLE I – Establishment of a DPG Flash Butt Welder Roster

A. There will be established a DPG Flash Butt Welder classification and a seniority roster created for such classification.

All employees holding seniority under the several BMWED agreements as Thermite Welders, Electric Welders, Rail Processing Machine Operators and Track Repairmen/ Welders will be placed on the DPG Flash Butt Welder roster according to the earliest seniority date in any such classification.

Northern Region employees possessing seniority as Thermite Welders and/or Electric Welders, and who also hold seniority as Class 1 Machine Operators will be placed on the DPG Flash Butt Welder roster in accordance with the earliest seniority date in any such classification.

Such seniority list will show the employees' names, seniority ranking and Home Zone designation. If more than one employee has the same seniority date as set forth above, then such employees' standings on the seniority list will be determined by their earliest established seniority date on any Maintenance of Way Roster and if that established seniority date is the same then they will be ranked in alphabetical order according to their last names. Seniority lists will be furnished in accordance with Section 1 of the June 12, 1992 Arbitrated Agreement.

Article II – Rates of Pay and Assignment of DPG Flash Butt Welders

- A. Sections 2 (a) through (c) of the June 12, 1992 Arbitrated Agreement governs the bulletining of DPG Flash Butt Welder positions. These positions will be paid the straight time rate of pay of \$32.07 per hour regardless of where the DPG Flash Butt Welder is working on the property. This rate of pay is subject to all future wage increases and cost of living adjustments (COLA).

Note: No welding work on the N&W/Wabash territory will be contracted out without agreement with the General Chairmen. Nothing in this agreement will restrict either parties' rights with regards to contracting out and disputes that may arise from welding work under the Southern Agreement.

- B. Assignments of DPG Flash Butt Welder positions will be made in the following order:
1. To the senior employee ranked on the DPG Flash Butt Welder seniority list in the classification bulletined, who has a zone designation corresponding to one of the zones over which the DPG is programmed to work.
 2. To the senior employee ranked on any Regional Thermite Welder Helper, Electric Welder Helper or Track Repairman Helper roster corresponding to one of the zones over which the DPG is programmed to work.
 3. To the senior employee ranked on the DPG Flash Butt Welder seniority list, who does not have has a zone designation corresponding to one of the zones over which the DPG is programmed to work.
 4. To the senior employee ranked on any Regional Thermite Welder Helper, Electric Welder Helper or Track Repairman Helper roster that does not correspond to one of the zones over which the DPG is programmed to work.
 5. To the senior employee ranked on. the DPG seniority list in the next successive lower classification(s), who has a zone designation

corresponding to one of the zones over which the DPG is programmed to work.

6. To the senior employee ranked on the DPG seniority list in the next successive lower classification(s), but who does not have a zone designation corresponding to one of the zones over which the DPG is programmed to work.

Note: DPG Machine Operator will be the next successive lower classification

ARTICLE III - Skill Differential and Protection from Displacement

- A. Employees assigned to positions as DPG Flash Butt Welders will receive a skill differential of \$2.00 per hour for all hours worked.
- B. Each employee who is assigned to a position as a DPG Flash Butt Welder and receives such differential as a result will not be permitted to voluntarily vacate such assignment for a minimum of six (6) months. Such employee will likewise be protected from displacement except by a senior qualified employee.
- C. Release from a DPG Flash Butt Welder position prior to the completion of the six (6) month period will be allowed for documented hardship reasons, such as but not limited to, that involves the personal health of the employee, the personal health of an immediate family member, or other extenuating reasons. The Carrier's Director of Labor Relations or his designee and the employee's General Chairman will have to agree to such release. An employee granted hardship release will be allowed to exercise seniority rights pursuant to the terms of the collective bargaining agreement.
- D. An Employee assigned to a DPG Flash Butt Welder may bid to other positions while In his/her six (6) month period as long as the effective date of the award is subsequent to the end of the employees' six (6) month period.

ARTICLE IV - REGIONAL PROTECTION

No regional welder positions will be reduced during the production season when DPG Flash Butt Welders are being used on NS Territory, except where such reductions are made in accordance with the applicable Emergency Force Reduction rules.

ARTICLE IV – Effective of Other Agreements

Nothing in this Agreement shall require the Carrier to establish DPG Flash Butt Welder positions on any gang. All provisions of the June 12, 1992 Arbitrated Agreement which are not expressly replaced or amended by this Agreement shall apply to DPG Flash Butt Welder positions. Except as provided expressly herein,

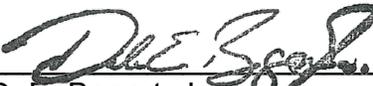
nothing in this Agreement shall affect the rights retained by either party under any other Agreement. This Agreement, made in lieu of an Arbitrated Agreement, is without prejudice to the parties' positions with respect to the propriety of creating these or other DPG positions, and will be effective November 13, 2020.

This agreement is signed November 13, 2020.

FOR THE ORGANIZATION:



J. E. Graham
General Chairman, BMWED



D. E. Bogart, Jr.
General Chairman, BMWED

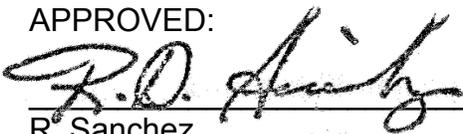


A. Sessa
General Chairman, BMWED



S. J. Alexander
General Chairman, BMWED

APPROVED:



R. Sanchez
Vice President, BMWED

FOR THE NORFOLK SOUTHERN RAILWAY
COMPANY:



C. S. Decker
Assistant Vice President Labor Relations