



Norfolk Southern Corporation
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D. L. Kerby
Assistant Vice President
Labor Relations
(757) 629-2405

June 2, 2014

AG-MW-2

Mr. J. Dodd
General Chairman, BMWED
421 North 7th Street, Suite 299
Philadelphia, Pennsylvania 19123

Mr. T. J. Nemeth
General Chairman, BMWED
58 Grande Lake Drive, Suite 2
Port Clinton, Ohio 43616

Mr. J. E. David
General Chairman, BMWED
9300 Runyon Road
Catlettsburg, Kentucky 41129

Gentlemen:

This is in reference to our continuing discussions concerning the use of contractor staffed Tie Plate Trucks under the July 1, 1986 NW-Wabash Agreement, as amended, the proper handling in uniform manner across the Eastern, Northern, and Western seniority regions, and settlement of associated claims that have been filed in connection with the use of the contractor Tie Plate Trucks to timely deliver tie plates in place, in conjunction with dual rail, single-side rail, curve rail, or gauging projects throughout the NW-Wabash system. We agree that the respective issues are resolved as follows:

I. Use of the Contractor Tie Plate Trucks:

A) The handling of tie plates, once the plate has been placed on the track tie or the berm at the end of the track tie along the right-of-way, for the performance of dual rail, single-side rail, curve rail, or gauging projects covered by the July 1, 1986 NW-Wabash Agreement, is work customarily and traditionally performed by the Carrier's BMWED-represented employees.

B) The Carrier recognizes that the distribution of tie plates for track maintenance, repair, or construction, such as in conjunction with dual rail, single-side rail, curve rail, gauging projects, etc. on locations covered by the July 1, 1986 NW-Wabash Agreement, as amended, is work within the scope of the agreement. Notwithstanding the above:

1) The Carrier may engage an outside contractor or contractors for the purpose of using their specialized Tie Plate Truck equipment, fully staffed with contractor employees, to deliver tie plates in place, in conjunction with dual rail, single-side rail, curve rail, or gauging projects on locations covered by the July 1, 1986 NW-Wabash Agreement for a period of up to 48 months following the date of this letter of agreement.

2) After the first 24 months following the date of this letter of agreement, the Carrier must place a BMWED-represented material handling truck operator on any such contractor Tie Plate Truck, and the BMWED-represented employee will be responsible to operate the Tie Plate Truck and perform the tasks of the contractor operator that was previously performed by the contractor operator, however, the manual tasks performed on the Tie Plate Truck equipment that relate to positioning/orienting the tie plates for placement, as the plates exit the Tie Plate Truck, may continue to be performed by contractor employees.

3) After the 48 months, all the manual and machine operator tasks described in Parts 1) and 2) with these Tie Plate Trucks to distribute tie plates for track maintenance, repair, or construction, such as in conjunction with dual rail, single-side rail, curve rail, gauging projects, etc. on locations covered by the July 1, 1986 NW-Wabash Agreement, as amended, will be performed by BMWED-represented employees.

C) The use of such contractors on locations covered by the July 1, 1986 NW-Wabash Agreement shall be without any requirement of notice pursuant to Appendix F; however, the Carrier will timely make the appropriate BMWED representative aware of locations and dates where such contractor forces are being used. Provided that the terms and conditions of this letter are met, such use shall not be the basis of any claim by the Organization.

D) Whenever such contractor or contractors perform work on locations covered by the July 1, 1986 NW-Wabash Agreement, pursuant to Paragraph B above during the 48 months following the date of this letter of agreement, the Carrier shall pay an apportioned premium of seventy percent (70%) of the actual on-track man hours to place plates consumed by such contractor employees, preference given to the information as reflected in the invoices, and any time consumed by such contractor employees in off-track handling of tie plates, which should also be reflected in the invoices. Such premium shall be apportioned among BMWED-represented employees as designated by the Organization for each location where such contractor or contractors work.

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II. Resolution of Claims That Precede the Date of this Agreement:

Within ninety (90) days of the date of this letter of agreement, all outstanding claims from the respective Affiliated System, Consolidated, and Pennsylvania Federations, appealed to Labor Relations on or before May 23, 2014, that concern the distribution of tie plates in place by contractor staffed Tie Plate Trucks shall be resolved in full and final settlement by the Carrier making the apportioned payments listed in Appendix A attached hereto.

This understanding concerning the use of contractor staffed Tie Plate Trucks under the July 1, 1986 NW-Wabash Agreement, as amended, is without prejudice to the position of either party.


Please indicate your concurrence in this matter by signing in the space below and returning a copy of this letter to me for our records.

Very truly yours,



D. L. Kerby
Assistant Vice President
Labor Relations

AGREED:




J. Dodd, General Chairman - BMWED

J. E. David, General Chairman - BMWED

T. J. Nemeth, General Chairman - BMWED

APPROVED:



R. Sanchez, Vice President - BMWED

APPENDIX A - CLAIM BACKLOG SETTLEMENT - JUNE 2, 2014 TIE PLATE TRUCK AGREEMENT

CLAIM	PAYMENT FOR CONTRACTOR OPERATOR MANHOURS	PAYMENT FOR CONTRACTOR LABORER MANHOURS	TOTAL PAYMENT FOR CONTRACTOR MANHOURS
DECR-08-23	\$4,256.28	\$7,703.64	\$11,959.92
DECR-08-72	\$168.90	\$305.70	\$474.60
DECR-09-15	\$1,447.10	\$2,619.90	\$4,067.00
DECR-09-16	\$1,694.16	\$3,067.20	\$4,761.36
DECR-09-20	\$3,847.16	\$6,965.10	\$10,812.26
DECR-09-30	\$358.14	\$682.41	\$1,040.55
DECR-09-31	\$158.24	\$301.53	\$459.77
DECR-10-44	\$369.00	\$664.20	\$1,033.20
DECR-11-53	\$492.62	\$885.05	\$1,377.67
DECR-12-18	\$2,243.97	\$4,065.25	\$6,309.22
DECR-12-22	\$8,217.00	\$14,878.82	\$23,095.82
DECR-12-41	\$4,734.27	\$8,571.87	\$13,306.14
DECR-12-43	\$3,098.45	\$5,610.05	\$8,708.50
DECR-13-23	\$230.94	\$418.14	\$649.08
DECR-13-31	\$413.77	\$749.17	\$1,162.94
DECR-13-55	\$594.68	\$1,076.85	\$1,671.53
DECR-13-60	\$59.47	\$107.69	\$167.16
DECR-14-27	\$1,717.95	\$3,110.90	\$4,828.85
DECR-14-28	\$22,062.44	\$39,951.14	\$62,013.58
DECR-14-33	\$5,401.63	\$9,781.39	\$15,183.02

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CLAIM	PAYMENT FOR CONTRACTOR OPERATOR MANHOURS	PAYMENT FOR CONTRACTOR LABORER MANHOURS	TOTAL PAYMENT FOR CONTRACTOR MANHOURS
FTW-08-17	\$7,870.40	\$14,399.40	\$22,269.80
FTW-09-30	\$2,488.30	\$4,504.95	\$6,993.25
FTW-13-51	\$2,309.40	\$4,181.40	\$6,490.80
FTW-13-50	\$307.92	\$557.52	\$865.44
FTW-14-45	\$5,391.72	\$9,763.44	\$15,155.16
PI TT-13-28	\$326.27	\$610.22	\$936.49
PI TT-13-60	Paid 7/8/13		
PI TT-13-83	\$598.28	\$1,076.85	\$1,675.13
PI TT-14-21	\$1,497.15	\$2,799.81	\$4,296.96
PI TT-14-25	\$4,030.43	\$7,537.95	\$11,568.38
PI TT-14-31	\$1,151.55	\$2,153.70	\$3,305.25
PI TT-14-32	\$7,316.54	\$13,711.89	\$21,028.43
PI TT-14-45	\$1,554.59	\$2,907.50	\$4,462.09
PI TT-14-47	\$1,266.71	\$2,369.07	\$3,635.78
PI TT-14-49	\$7,533.06	\$14,088.79	\$21,621.85
DEAR-14-BH	\$767.70	\$1,435.80	\$2,203.50
DEAR-14-30	\$6,621.41	\$12,383.78	\$19,005.19
DEAR-14-CH	\$767.70	\$1,435.80	\$2,203.50
POC-4-14	\$1,055.59	\$3,948.45	\$5,004.04
ELK-4-21	\$1,010.96	\$1,830.65	\$2,841.61

