



BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

A Division of the Rail Conference of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

NS Northern Lines / W&LE
General Committee of Adjustment

Robert H. Linsey – General Chairman
Rodney K. Cutlip – 1st Vice General Chairman
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September 18, 2013

Mr. J. Shannon – Local Chairman, Local Div. 86
Mr. D. J. Frederick – Local Chairman, Local Div. 120
Mr. W. D. Crisp – Local Chairman, Local Div. 155 (Springfield)
Mr. M. Stout – Local Chairman, Local Div. 155 (Forest)
Mr. J. A. Thomas – Local Chairman, Local Div. 155 (Brooklyn/Lafayette)
Mr. W. D. Pope – Local Chairman, Local Div. 444

Dear Sirs and Brothers:

After what must seem like a lifetime of protracted negotiations, we have finally achieved a tentative agreement with the Carrier and the UTU to implement a Flowback procedure on a trial basis on our four seniority districts on the west end of the Illinois Division. President Pierce has reviewed the proposed agreement (copy attached) and authorized me to submit it for a ratification vote to the affected Local Divisions in accordance with Section 41.(b) of the General Committee Rules contained in the Bylaws of the BLET.

Significant aspects of this agreement include:

- A twice-yearly option for Engineers who have adequate seniority to hold as such to voluntarily return to Train Service,
- A right for Engineers who are displaced as such and are no longer able to hold an Engineer's position at their home terminal / location to return to Train Service without first exhausting their Engineer's seniority throughout the zone or seniority district,
- A right for all rostered Engineers to bid permanent Engineer vacancies even when working in Train Service (excluding only those who have exercised these Flowback rights within the previous six months) and,
- The filling of non-bid permanent Engineer vacancies (regular and extra board) by the junior demoted Engineer instead of the senior.

This is a trial agreement that will automatically expire on March 31, 2015, but contains a clause committing the parties to negotiate for an expansion of Flowback to the Lake Hub Seniority District (NKP) prior to the expiration date with the eventual intent being to make this a permanent part of our Schedule Agreement for the entire territory covered thereby. Any difficulties or unforeseen issues encountered during this trial period, therefore, can be addressed in these subsequent negotiations. Please don't hesitate to contact me should any of you have questions as to the meaning and application of this agreement.

Local Chairmen – Local Divisions 86, 120, 155 and 444,
Re: Tentative Flowback Agreement,
September 18, 2013 – page 2.

The aforementioned GCR Section 41.(b) of the BLET Bylaws requires, in part, that:

“The local chairman or chairmen will then poll the active membership attending the first regular or special division meeting following receipt of such proposal and ascertain the wishes of the membership. The local chairman or chairmen will then cast a vote with the general chairman in accordance with the instructions of the division. The general chairman will be governed by the instructions of a majority of the local chairmen affected.”

Accordingly, please arrange to present the attached proposed agreement to the Active Membership of your respective Local Divisions who attend your next Local Division meeting. The Membership of the three separate seniority districts within Local Division 155 must each vote separately on this proposal. If four Local Chairmen communicate to me approval by their Members, I will notify the Carrier, sign the agreement and work to implement its provisions as soon as is possible.

Thanks to all of you for your patience in these regards!

Fraternally yours,



Robert H. Linsey
General Chairman

w/attachment

Cc: D. R. Pierce – National President
R. C. Gibbons – National Vice President
K. S. Peek – General Chairman (NS Eastern)
M. L. Wallace – General Chairman (NSR)
R. K. Cutlip – First Vice General Chairman
D. L. Dehart – Second Vice General Chairman
J. S. Elmore – General Secretary-Treasurer
All NS Local Chairmen in the Lake Hub Seniority District – When agreement is reached to expand Flowback to the Lake Hub Seniority District a similar such ratification process will be undertaken amongst those additional Local Divisions affected.

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its

EMPLOYEES

represented by

UNITED TRANSPORTATION UNION

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

This Agreement sets forth provisions, consistent with those of Article VI of the May 8, 1996 UTU National Agreement and Side Letter No. 11 of the June 1, 1996 BLE National Agreement, which provide for the flowback of employees from engine to train service.

The following provisions will be placed in effect on the portion of the Illinois Division (excluding areas within the Lake Region Hub) governed by the Wabash UTU and BLET Agreements.

- A. The number of employees holding regularly assigned positions as locomotive engineers at a location/supply point on the engineer's seniority district/zone that will be permitted to return to train service under this Agreement will be limited to the number of qualified and available demoted locomotive engineers at such location/supply point on the engineer's seniority district/zone on the Option Date, the designated date on which employees may exercise rights hereunder to return to train service.

Note: As used in this Agreement, the term qualified, as it applies to employees flowing to/from train/engine service, shall be deemed to include (but is not limited to) qualification on the physical characteristics of the territory protected by the regularly assigned/extra board positions.

- B. Employees may elect to flow on two "Option Dates" per calendar year designated as the second Thursday in April and October.
- C. Not less than fourteen (14) days prior to the Option Date, any employee working as a locomotive engineer who also has trainman seniority rights may file a written request with the Carrier's Crew

Management Office (with copy to the Division Road Foreman of Engines) requesting a return to train service.

Subject to (A) above, each employee holding a regularly assigned position as a locomotive engineer who has a valid request on file pursuant to this section will be notified no less than five (5) days before the Option Date, in seniority order (based upon trainman's seniority date), that his or her request to return to train service will be granted.

Not less than five (5) days prior to the Option Date, vacancies created by employees whose request to flow back to train service has been granted pursuant to this agreement will be advertised for bid.

- D. An employee exercising train service seniority rights under this Agreement will be added to the ground service extra board at 12:01 p.m. on the Option date and will be required to remain at that location/supply point for no less than 60 days.

It will be the employee's responsibility to be qualified on the territory to which an exercise of seniority is made. The Carrier will not be required to provide compensation for such qualification.

- E. An employee returning to train service under this Agreement will be treated, during all time in train service resulting from the exercise of rights granted hereunder, as "non-protected" trainmen ineligible for any form of payment (including guarantees, productivity fund buyouts, allowances and arbitraries) or benefit available to "protected" trainmen under any applicable existing or future crew consist agreements.
- F. An engineer who flows to train service under this Agreement will not be permitted to voluntarily return to their former craft until the next Option Date, unless there is no longer a ground service position at the location/supply point.
- G. Notwithstanding the provisions described in (F), any demoted engineer working in train service will have the right to bid on advertised permanent engineer vacancies (including extraboard vacancies), in accordance with their seniority.
- H. In filling permanent engineer vacancies, employees (including those returning to train service under this agreement) will be subject to force assignment in reverse engineer seniority order at the location/supply point.

The parties agree that the process by which temporary engineer vacancies are filled remains unchanged by the terms of this Agreement.

This Agreement takes effect on November 1, 2013, and will automatically expire on March 31, 2015. It is understood this agreement alters other agreements only to the extent necessary to give it effect. The parties will meet to discuss any issues that arise.

Signed in Norfolk, Virginia, this _____ day of _____, 2013.

FOR THE ORGANIZATIONS:

FOR THE CARRIER:

J. T. Boswell, General Chairman
United Transportation Union

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

R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen

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

November 1, 2013

Side Letter No. 1

Mr. J. T. Boswell, General Chairman
United Transportation Union
817 Kilbourne Street
Bellevue, Ohio 44811

Mr. R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
1015 Locust Street, Suite 826
Saint Louis, Missouri 63101

Gentlemen:

This concerns the agreement providing for the flowback of engineers from engine to train service between November 1, 2013, and March 31, 2015, on the portion of the Illinois Division governed by the Wabash UTU and BLET Agreements, excluding areas within the Lake Region Hub.

This letter is to confirm that in filling permanent RC Operator vacancies, employees will be subject to force assignment in reverse seniority order at the location/supply point. It is agreed that employees holding an engineer assignment, only under the terms of this flowback agreement, may not remain in engine service if they are the junior RC Operator(s) at a location/supply point and no bids are received for an advertised RC Operator vacancy at that location/supply point.

Very truly yours,

I agree:

J.T. Boswell, General Chairman
United Transportation Union

R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen

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

November 1, 2013

Side Letter No. 2

Mr. J. T. Boswell, General Chairman
United Transportation Union
817 Kilbourne Street
Bellevue, Ohio 44811

Mr. R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
1015 Locust Street, Suite 826
Saint Louis, Missouri 63101

Gentlemen:

This concerns the agreement providing for the flowback of engineers from engine to train service between November 1, 2013, and March 31, 2015, on the portion of the Illinois Division governed by the Wabash UTU and BLET Agreements, excluding areas within the Lake Region Hub.

This letter is to confirm that the parties agree to meet before the expiration of this agreement to discuss a flowback agreement for the NKP/WAB system, including the Lake Region Hub.

Very truly yours,

I agree:

J.T. Boswell, General Chairman
United Transportation Union

R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen

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

November 1, 2013

Side Letter No. 3

Mr. J. T. Boswell, General Chairman
United Transportation Union
817 Kilbourne Street
Bellevue, Ohio 44811

Mr. R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers and Trainmen
1015 Locust Street, Suite 826
Saint Louis, Missouri 63101

Gentlemen:

This concerns the agreement providing for the flowback of engineers from engine to train service between November 1, 2013, and March 31, 2015, on the portion of the Illinois Division governed by the Wabash UTU and BLET Agreements, excluding areas within the Lake Region Hub.

This letter is to confirm our understanding that employees working in engine service may exercise their ground service seniority at their current location/terminal if they are no longer able to hold a position as an engineer (including the extra board) at that location/terminal.

Very truly yours,

I agree:

J.T. Boswell, General Chairman
United Transportation Union

R. H. Linsey, General Chairman
Brotherhood of Locomotive Engineers
and Trainmen