

Agreement Between  
NORFOLK SOUTHERN RAILWAY COMPANY  
And Its Employees  
Represented By  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

WHEREAS, Norfolk Southern Railway Company (NSR) has served notice that the Carrier plans to discontinue all mechanical work at the Roanoke Locomotive Shop, Roanoke, Virginia and transfer the work to the Juniata Locomotive Shop, Altoona, Pennsylvania;

WHEREAS, the employee protective conditions described by Article I of the September 25, 1964 Agreement, as amended, will be applicable to this transaction; and,

WHEREAS, the Employees, parties hereto, pursuant to said protective conditions, have requested and initiated negotiations for the purpose of reaching an agreement with respect to the application of said protective conditions; and

WHEREAS, NSR and the Employees recognize the need to resolve the issues expeditiously and provide clarity in advance;

NOW, THEREFORE, it is mutually agreed by and between NSR and the Employees, parties hereto, as follows:

ARTICLE I - NOTICE

Effective on or after May 18, 2020, the Carrier will discontinue all mechanical work at the Roanoke Locomotive Shop, Roanoke, Virginia in order to transfer the work to the Juniata Locomotive Shop, Altoona, Pennsylvania.

ARTICLE II – TRANSFER ELECTION AND BULLETINING POSITIONS

Section I

On May 4, 2020, the Carrier will post a notice at Roanoke Locomotive Shop to notify employees to make an election regarding the transfer of positions to Juniata. Employees will submit their election by 5:00 p.m. on May 8, 2020. The employees may elect as follows:

- (A) Active Roanoke employees who desire to transfer to Juniata must submit an Employee Election Form indicating their intention to relocate. Such employees will then participate in the bulletin process contained in Section II of this Article.
- (B) Active Roanoke employees who do not desire to transfer to Juniata must submit an Employee Election Form, to indicate such and must choose to: (1) accept the severance as contained in Article IV; or, (2) be furloughed without protection.

Active employees who fail to submit an Election Form will be treated as having elected not to transfer and will be furloughed without protection.

## Section II

The Roanoke positions to be transferred to the Juniata Locomotive Shop will be bulletined in the Roanoke Locomotive Shop on a date following the completion of the election process. The bulletins will remain open for a period of five (5) days. Active employees who have elected to transfer to Juniata may bid on multiple positions in their respective craft and will indicate the order of preference among the respective jobs when submitting their bids.

Active employees in the Roanoke Locomotive Shop are bidding on the positions for the purpose of relocation to Juniata, but actual assignment to the positions will take place on the report date.

## ARTICLE III – SENIORITY

### Section I

Active employees who transfer from Roanoke under this agreement will have their seniority dovetailed into the applicable Juniata Locomotive Shop seniority roster based on their current craft seniority date and relative standing on the applicable Roanoke Locomotive Shop seniority roster. If employees from separate rosters have the same date, the tiebreaker as contained within the Shop Craft student agreements will govern.

Active employees who transfer from Roanoke under this agreement will retain rights to their awarded position for a period of six (6) months from the date the position is transferred and may not be displaced off the position by another employee nor furloughed for a period of six (6) months. If a Roanoke employee voluntarily bids to another position at Juniata during this six (6) month period, this displacement and furlough provision will no longer apply to the employee.

### Section II

Roanoke employees who currently have seniority to hold a position or are holding a position at Roanoke but are on sick leave or family medical leave will have their seniority dovetailed into the applicable Juniata Locomotive Shop seniority roster as provided in Section 1 of this Article with their status noted. An employee covered by this Section who returns to service will be entitled to elect relocation benefits as contained in Article VI- Relocation Benefits. Such election must be made within thirty (30) days of return to service. If an employee is medically cleared to return to work prior to December 31, 2020, such employee would also have the ability to request the severance payment in Article IV, but would not be eligible for the additional 2021 vacation qualification payment.

### Section III

Rostered Roanoke employees who are currently furloughed or who hold official or management positions will have their seniority bottomed on the applicable Juniata Locomotive Shop seniority roster with their status noted. An employee covered by this section who is recalled to service or returns to craft service will not be entitled to relocation as described in Article V – Relocation Benefits.

#### Section IV

In the event the dovetailing of seniority results in junior Roanoke employees holding new positions transferred from Roanoke over senior furloughed Juniata employees, it is understood that such furloughed Juniata employees may not displace Roanoke employees on these positions and are not subject to recall until other permanent positions are added at Juniata and the employee is recalled to service by the Carrier in accordance with the Schedule Agreement.

Following the closure of Roanoke, recall to service at Juniata will be in accordance with the applicable Schedule Agreement and an employee's seniority standing on the consolidated Juniata roster.

#### Section V

Carrier will maintain the applicable Roanoke Locomotive Shop seniority rosters in the event that Roanoke Locomotive Shop ever reopens and employees are recalled. Such roster will include all employees on the current roster except those electing severance under this Agreement. In the event of a recall at Roanoke Locomotive Shop, employees working at Juniata Locomotive Shop will be required to elect to return to Roanoke or remain at Juniata. If they elect to remain at Juniata, they will be removed from the Roanoke roster. Employees voluntarily electing to return to Roanoke will not be entitled to relocation expenses back to Roanoke.

### ARTICLE IV – SEVERANCE BENEFITS

#### Section I

Employees who elected not to transfer to Juniata and submitted an Employee Election Form to receive the severance benefit will be paid a lump sum of \$7500 (less applicable taxes) and will be furloughed effective May 18, 2020. As a condition of accepting the severance benefit, such employees will indicate that they understand that they will remain furloughed and may not exercise seniority rights to Roanoke Locomotive Shop or Juniata Locomotive Shop; and, effective on September 30, 2020, such employees will be removed from all seniority rosters and their employment relationship with the Carrier will be terminated.

#### Section II

Employees who elect this severance benefit and are active on the date of this agreement will also receive a lump sum payment in lieu of any unused 2020 vacation, and will be considered to have qualified to receive a lump sum payment for 2021 vacation, even if they have not yet performed compensated service on the actual number of days required to earn such vacation. Vacation payment to be issued by the first payroll period in June.

ARTICLE V – REPORT DATE AT JUNIATA

The Carrier will provide a minimum thirty (30) day’s notice of the report date at Juniata to the employees who were awarded positions under Article II by posting the notice at the current work location. A copy of the notice will also be mailed to the employees and the General Chairmen.

The report date will not be earlier than July 6, 2020.

ARTICLE VI – RELOCATION BENEFITS

Section I

Employees who transfer to a new work location requiring a change in residence under this agreement may elect one of the following:

- (A) An employee relocating under this agreement may elect to receive relocation benefits as provided for in Sections 9 and 10 of Article I of the September 25, 1964 National Agreement, as amended; or,
- (B) In lieu of the relocation benefits provided under the September 25, 1964 National Agreement a relocating employee may elect to receive a lump sum relocation allowance of \$30,000 (less applicable taxes) if the employee is a homeowner, or \$12,000 (less applicable taxes) if the employee is a renter, at the current work location. The lump sum allowance shall constitute the entire relocation benefit as provided in this agreement and each employee electing this option must do so in writing and complete an application form that holds Norfolk Southern harmless from any claim or dispute arising out of an employee’s relocation after accepting said lump sum. If an employee accepting said lump sum relinquishes seniority in his\her craft, or leaves the Carrier’s service prior to one year following the date of transfer, the employee will be required to repay the entire lump sum, either directly or through payroll deduction. Should the employee voluntarily leave the Carrier’s service prior to the expiration of the second year after transfer, the employee agrees to repay the lump sum obligation on a pro-rata basis. The following schedule of repayment of the lump sum will apply based on the month in which the employee leaves after transfer:

1 <sup>st</sup> through 12 <sup>th</sup> month	100%
13 <sup>th</sup> through 16 <sup>th</sup> month	75%
17 <sup>th</sup> through 20 <sup>th</sup> month	50%
21 <sup>st</sup> through 24 <sup>th</sup> month	25%

In order to qualify for a lump sum relocation payment, each applicant must establish a new residence within reasonable commuting distance of the new work location as documented by copies of telephone, electric/gas bills, rent receipts, and/or new address at the work location.

Section II

Relocating employees will be afforded paid time off not to exceed 5 days to facilitate their move. For employees electing relocation benefits as set forth in Article I of the September 25, 1964 Agreement, this provision will be in lieu of the paid moving days as set forth in the September 25, 1964 Agreement.

### Section III

In lieu of any and all relocation benefits provided in Sections I and II of this Article, an employee who transfers to a new work location requiring a change in residence under this agreement but who does not relocate may elect to receive a Miscellaneous Expense Allowance of \$1,500 (less applicable taxes), to be paid upon commencement of work at the new location. In addition, such employee will be eligible to receive a Short-term Move Allowance of \$1,000 per month (less applicable taxes) for up to eighteen (18) months from the effective date of the transfer. The employee must be on an active shop craft position at the new location on the last day of the month to receive the Allowance payment for that month.

## ARTICLE VII - PROTECTION

Employees adversely affected as a result of these changes will be afforded the benefits as set forth in Article I of the September 25, 1964 National Agreement, as amended. Copy of Article I is attached hereto and identified as Attachment A. Copy of Request for Entitlement Form and Claim Form are appended as Attachments B and C.

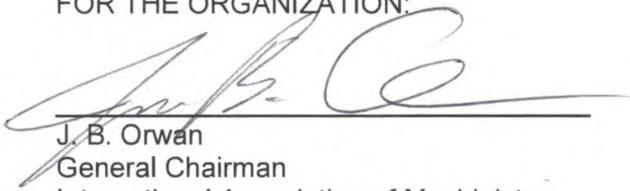
Nothing in this agreement shall be construed as depriving such employee of any rights of benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, however, such employee will not concurrently receive benefits under this agreement and any other agreement or protective arrangement. In the event such employee is eligible for protection under this agreement and other agreements or protective arrangements, such employee shall be notified by the Carrier within thirty (30) days after being affected of the benefits due under other agreements or protective arrangements, with copy to the General Chairman. Within thirty (30) days after the receipt of such notification, the employee shall make an election in writing whether the employee desires to retain the protection and benefits available under any of the other agreements or protective arrangements or to receive the protection and benefits provided under the provisions of this agreement. In the event the employee fails to make an election within said thirty (30) day period, such employee shall be deemed to have elected the protection and benefits provided in this agreement to the exclusion of protection and benefits under any other agreement or arrangement.

ARTICLE VIII

This Agreement and its accompanying side letters constitute the implementing agreement and is entered into by the parties in recognition of the value of expeditiously reaching the terms of the transaction. The Agreement is without prejudice to the parties' positions, is without precedential value, and will not be cited by any party in regards to future negotiations or transactions.

Signed at Norfolk, Virginia, this 1st day of May, 2020.

FOR THE ORGANIZATION:



J. B. Orwan  
General Chairman  
International Association of Machinists  
and Aerospace Workers

FOR THE CARRIER:



C. S. Decker  
Assistant Vice President  
Labor Relations  
Norfolk Southern Railway Company



T. V. Arnett  
Director  
Labor Relations  
Norfolk Southern Railway Company