



BLE&T Division 375 and BLE&T Division 267

“Local Agreement and Memorandum of Understanding for Locomotive Engineer positions on assignments originating at Barber, North Carolina”

Article I – General Provisions of this Agreement

As of the date of this agreement, the applicable engineer’s assignments covered under this Agreement originating at Barber, North Carolina, station S-11, are currently P23, P25, and P62 engineer’s positions. However, should The Carrier or organization agree to implement new or additional service or assignments that will originate at Barber, NC, the engineer’s position on those assignments will also be covered by this Agreement.

Effective March 1, 2008, permanent engineer vacancies on assignments originating at Barber, NC, will be bulletined on the PI CA district by the Crew Management Center and if at the expiration of the six day bulletin period no bids are received by engineers on the Asheville Seniority District, the Crew Management Center will re-bulletin the permanent engineer vacancy on the PI EA district for a period of six days. During the six day re-bulletin period, engineers with seniority on the Danville District will be allowed to bid on permanent engineer vacancies on assignments originating at Barber, NC.

If after the expiration of the six day “re-bulletin period” on the PI EA district no bids are received for an engineer’s position originating at Barber, NC, the senior demoted engineer with engineer’s seniority on the Asheville District will be forced to the engineer’s position on an assignment originating at Barber, NC in accordance with the 2007 Engineer’s Agreement between the Brotherhood of Locomotive Engineer’s and Trainmen and Norfolk Southern Railway.

Article II – Asheville District Engineers acquiring seniority after date of Agreement

In the event an engineer’s position on assignments originating at Barber, NC, is awarded to an engineer with seniority on the Danville District, and an engineer with seniority on the Asheville District acquires engineer’s seniority after the date of the bulletined period whereby a Danville District engineer was awarded the position as a permanent assignment, the engineer with seniority on the Asheville District may displace the Danville District engineer from either the engineer’s position on an assignment originating at Barber, NC for a permanent engineer’s position, provided he does so within twenty four hours of marking up as a locomotive engineer.

Article III – Temporary Engineer Vacancies at Barber, NC

In the event the locomotive engineer 's position on an assignment originating at Barber, NC, is vacant for a period of six days or less, the engineer's position will be filled from the applicable extraboard(s) on the Asheville District in accordance with the schedule agreement.

In the event the locomotive engineer on assignments originating at Barber, NC, is off for a period of more than six days and /or the vacancy is a vacation related vacancy, the engineer's position may be filled only by an engineer with Asheville District seniority in accordance with current schedule Agreement and current practices. Danville District engineers will not be afforded an opportunity to place themselves on a temporary vacancy or vacation related vacancy on engineer's positions on an assignment that originates at Barber, NC.

NOTE: It is understood that a Danville District engineer who holds a permanent engineer's position on an assignment that originates at Barber, NC may continue to exercise his seniority on the Danville District to a permanent, temporary, or vacation related vacancy under the existing schedule Agreement to any position he is eligible for on the Danville District.

Article VI – Thirty Day Displacement Rule for Engineers Positions at Barber, NC

Asheville District engineers will retain their right to exercise a displacement right to engineer's positions on assignments originating at Barber, NC, under Article 6, Part B, Section 7, Paragraphs (b) and (c) of the 2007 Engineer's Agreement between the Brotherhood of Locomotive Engineer's and Trainmen and Norfolk Southern Railway should a Danville District engineer be an incumbent as an on engineer on an assignment originating at Barber, NC.

Engineers with Danville District seniority will also retain their right to exercise a displacement right to engineer's positions on assignments originating at Barber, NC, under Article 6, Part B, Section 7, Paragraphs (b) and (c) of the 2007 Engineer's Agreement between the Brotherhood of Locomotive Engineer's and Trainmen and Norfolk Southern Railway should a junior Danville District engineer be an incumbent on an engineer's position on an assignment originating at Barber, NC.

NOTE: For clarification purposes, a Danville District engineer may displace only a junior Danville District engineer from an engineer's position on assignments originating at Barber, NC, in accordance with the provisions of Article 6, Part B, Section 7, Paragraphs (b) and (c) of the 2007 Agreement between the Brotherhood of Locomotive Engineers and Trainmen and Norfolk Southern Railway, but under no circumstances will a Danville District engineer be permitted to displace an Asheville District engineer who is awarded an engineer's position at Barber, NC who bid on these assignments during the bulletin period.

This agreement does not in any way establish or provide a means for Danville District engineers to obtain seniority on the Asheville District, nor does this agreement in any way establish or provide a means for Asheville District engineers to obtain seniority on the on the Danville District.

This "local agreement" affecting engineers on the Danville and Asheville Seniority Districts of Norfolk Southern's Piedmont Division as it relates to engineer's positions on assignments originating at Barber, NC is effective as of March 1, 2008 and will remain in effect until revised or abrogated by the parties signatory hereto.

Signed in Linwood, NC this 3rd day of June, 2008

For BLET Division 375

For BLET Division 267



Mark E. Monroe, Local Chairman
BLE&T Division 375



Mark L. Wallace, Local Chairman
BLE&T Division 267