

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its

EMPLOYEES

represented by the

SMART-TD

This Agreement is hereby made between the NSR and SMART-TD in full settlement of Articles V, VI and VII of the 2022 SMART-TD National Agreement.

ARTICLE I – PREDICTABLE WORKFORCE SCHEDULING

Predictable Workforce Scheduling (PWS) will serve as the exclusive method to assign employees on a weekly cycle based on seniority, qualifications, and job preferences. PWS permits employees to select jobs weekly and provides employees predictable scheduling and income stability because their job assignments cannot be changed until the next weekly cycle.

Carrier will maintain a database of all train service assignments, including pools and extra boards, which will be updated as necessary for the following week no later than 11:59 p.m. each Thursday. Employees may update their assignment preferences up to 10:00 p.m. each Friday. Crew Management will evaluate the assignments and preferences and post train service assignments for the following week no later than 5:01 p.m. each Saturday.

Employees will be responsible for accessing the system to determine if their assignment has changed prior to the upcoming weekly cycle, which begins each Monday at 12:01 a.m. This process will repeat each week under Predictable Workforce Scheduling as described more fully below and in Appendix I.

Section 1 - Assignment Database

- A. Carrier will maintain an Electronic Database by zone/seniority district displaying all available train service assignments.

- B. Adjustments to existing assignments, pools and extra boards, establishment of new assignments and the elimination of existing assignments for the upcoming weekly cycle will be submitted by 5:00 p.m. Wednesday and will be shown in the Electronic Database no later than 11:59 p.m. Thursday.

Section 2 – Submitting Preferences

All employees will be required to electronically indicate their individual preferences for train service positions on their Electronic Bid Application and will specify a sufficient number of preferences to ensure a selection will be granted on Job Assignment Day, which is Monday of each week. Employees will be permitted to make changes or update their individual preferences on their Electronic Bid Application between 12:01 a.m. Monday and 10:00 p.m. Friday during the week preceding Job Assignment Day.

Section 3 - Job Assignments

- A. Assignments awarded will be posted electronically no later than 5:01 p.m. on Saturday for viewing by employees. All job assignments will be assigned effective at 12:01 a.m. on Job Assignment Day (Monday) based upon the individual preferences employees submitted on their Electronic Bid Applications, qualifications, and seniority permitting. Employees will be required to access the Electronic Database to determine their job assignments prior to 12:01 a.m. each Monday and must do so to be available for their assignments when rested.
- B. Employees changing assignments on Job Assignment Day will protect their assignment until 11:59 p.m. Sunday. Employees who are in their home terminal will be placed on their new assignment at 12:01 a.m. Monday. Employees working or not in their home terminal at the beginning of Job Assignment Day will remain on their previous assignment until returning to their home terminal and will be placed on their new assignment immediately upon tie-up at their home terminal.
- C. Employees newly assigned to an extra board or unassigned freight pool will be placed at the bottom of the board/pool on Job Assignment Day or when they return to their home terminal in accordance with their tie-up time at the home terminal. If two or more employees have the same tie-up time, they will be placed on the board/pool in accordance with their last on-duty time.
- D. If the available unassigned freight pool turn is working or out of the terminal when Job Assignment Day takes effect at 12:01 a.m. on Monday, the turn will be brought back to the home terminal at the bottom of the pool for the newly assigned employee. The employee who was working the turn will be shown on a make-up turn and placed on his new assignment when he is relieved at the home terminal.

Section 4 – Vacation

- A. Weekly vacations will commence at 12:01 a.m. Monday and will end at 11:59 p.m. on Sunday. Employees scheduled to be off for weekly vacation will not have their Electronic Bid Application processed and will not be assigned on Job Assignment Day. Employees scheduled to return from weekly vacation on the next Job Assignment Day will have their Electronic Bid Application processed by the system.
- B. On the Sunday preceding a week of scheduled vacation, employees on road and combination road/yard extra boards and unassigned through freight pools will not be required to protect any calls later than 6:00 p.m. These employees may also opt to place themselves at the foot-of-the-board/bottom of the pool on Sunday preceding a week of scheduled vacation. Mark-up from weekly vacation will continue to be afforded at 7:00 a.m. on Monday unless the scheduled reporting time of the employee's assignment is before 7:00 a.m. Extra board and pool employees will retain the option of marking up between 12:01 a.m. and 7:00 a.m.
- C. Daily vacation will begin at 12:01 a.m. and will end at 11:59 p.m., unless otherwise authorized. Employees who are working or away from their home terminal at the beginning of authorized daily vacation, may request to be tied up for 24 hours immediately upon return to their home terminal.

ARTICLE II - DETENTION TIME

Provisions applicable to detention time are revised so as to provide that employees eligible to receive detention time will be paid continuous time for all time held after 15 hours at the away-from-home terminal. All other provisions and practices respecting the timing of an amount paid for detention time remain unchanged.

ARTICLE III – EXPENSES AWAY FROM HOME

Meal allowances provided for in Article II, Section 2, of the June 25, 1964, National Agreement and Article XI, Section 2 of the January 27, 1972, National Agreement, as amended, shall be increased from \$8.00 to \$14.00. Employees tied up at other than the designated home terminal for four (4) hours or more shall receive a meal allowance of \$14 and an additional \$14 meal allowance will be provided employees tied up at other than the designated home terminal an additional eight (8) hours.

ARTICLE IV – POOLS AND EXTRA BOARDS

Section 1

The Parties recognize that the current process for staffing and scheduling pools should be modified to provide employees more predictable work/rest schedules. The parties agree that work/rest schedules will be designed with the following principles in mind:

- 1) ensure availability of a sufficient number of employees;
- 2) provide employees predictable time off;
- 3) minimize fluctuation in earnings to the employees;
- 4) minimize cost increases to the Carrier; and,
- 5) adapted to account for differences in pool size, types of assignments, and operational factors at individual locations.

Work/Rest implementation guidelines are contained in Appendix II.

Section 2

The carrier may abolish or establish road, yard or combination extra boards which will be regulated by the carrier based on the needs of service.

ARTICLE V – WEEKEND DIFFERENTIAL

Section 1 – Through Freight Service

- A. Employees operating in through freight service advertised to layover at an away-from-home terminal, or any other assignment that actually lays over at an away-from-home terminal, will earn a per trip allowance fixed at \$45 for starts originating at the Home Terminal between 12:01 a.m. Friday and 11:59 p.m. Sunday.
- B. In all other through freight service not advertised to layover at an away-from-home terminal, the weekend differential is fixed at \$22.50.

Section 2 – Other than Through Freight Service

Employees in other than through freight service who go on duty between 12:01 a.m. Saturday and 11:59 p.m. Sunday will earn a per trip allowance fixed at \$15.

ARTICLE VI – SERVICE RECOGNITION BONUS

Payment of the fourth service recognition bonus provided for in Article II, Section 4 of the 2022 SMART-TD National Agreement will be made early for employees who performed active service under the collective bargaining agreement between January 1 and April 30, 2023, and who (1) maintained an active employment relationship with the Carrier as of May 1, 2023; or (2) retired or died on or after January 1, 2023. Employees who meet the conditions outlined above will receive the fourth service recognition bonus no later than 30 days following the date of this Agreement. There will be no duplication of payment of the fourth service recognition bonus.

ARTICLE VII – PAID SICK LEAVE

- A. Employees shall be provided five (5) workdays of paid sick leave to be used for absence related to or resulting from physical illness, mental illness, off-duty injury, doctor and dental appointments, or medical conditions.

- B. In addition to the annual paid sick leave, each Employee who meets the qualifying vacation requirements of the National Vacation Agreement and the qualifying paid personal leave requirements of Article IV of the 2022 SMART-TD National Agreement, shall be permitted to utilize up to a maximum of two (2) paid personal leave days or single days of vacation as paid sick leave after an employee has exhausted the annual sick leave provided under this agreement. Employees that utilize paid personal leave days or single days of vacation as paid sick leave will be subject to reporting requirements for taking sick leave under this agreement as described in paragraph E. Employees who have utilized a maximum of seven (7) days of paid sick leave, under this or any other agreement, will not be entitled to additional paid sick leave in that calendar year. There will be no duplication of payment for the utilization of paid personal leave days or single days of vacation used for paid sick leave.
- C. Employees shall be permitted to use paid sick leave in a minimum of one (1) day increment. All paid sick leave shall be paid at the respective basic daily rate of pay of the position currently held by the employee. If the employee is unassigned at the time of use of paid sick leave, the paid sick leave shall be paid at the respective basic daily rate of pay of the last position the employee worked and was compensated.
- D. Where the use of paid sick leave is not foreseeable, employees will continue to mark-off in the manner in which they do so currently and must do so as soon as practicable. Where the need for paid sick leave is foreseeable (e.g., a doctor's appointment or procedure that is scheduled at least seven (7) days in advance of the absence), the employee's request must be made by entering a future layoff request at least seven (7) calendar days in advance of the use of paid sick leave. In all instances, the request to use paid sick leave will be treated as valid and granted upon the Employee's request, subject to certain conditions described in this Article and such granting will be communicated by the Carrier as soon as practicable.
- E. Under certain circumstances, the Carrier may require an Employee to provide a note from a healthcare provider to document the need for paid sick leave. The Carrier will not require an employee to complete a return-to-work medical examination before allowing an employee to return to duty from paid sick leave of six (6) consecutive workdays or less in a single occurrence unless the nature of the medical condition would reasonably warrant such procedure.
- F. Unused paid sick leave will be paid out at the end of the calendar year at the employee's basic daily rate of the position currently held by the employee. In the event of the death of the employee, payment of all unused accumulated paid sick time will be issued: to the employee's surviving spouse, if any; or the employee's surviving children if there is no surviving spouse; or the employee's estate if there are no surviving children. If the employee is unassigned at the time of payment,

the paid time off shall be paid at the respective basic daily rate of pay of the last position the employee worked and was compensated.

- G. Use of paid sick leave may be subject to review under the Company's attendance policy in effect at the time of the absence. Employees who are dismissed or suspended from service but whose discipline is subsequently removed or overturned through arbitration, voluntary settlement, or other means, shall receive pay for paid sick leave lost to the extent applicable. The employee shall also qualify for and be credited for accrued paid sick time to be used in the current year that the employee would have otherwise received if not for such improper discipline, to the extent applicable.
- H. The provisions of this paid sick leave agreement have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for the employee, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal leave days when not utilized as paid sick leave, paid holidays (National Holiday Agreement and the subsequent amendments thereto), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the carrier. An employee marking off for reasons covered by sick leave shall have sick leave applied to such absence until the Employee has exhausted their sick leave days provided under this agreement. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the Employee (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of this paid sick leave agreement have no effect on and in no way alter RUIA or supplemental sickness benefits.

ARTICLE VIII – PERSONAL LEAVE DAYS

Section 1 – Personal Leave Day Accumulation

- A. Personal leave days that are due, but not taken, may be carried over and accumulated.
- B. Employees in good standing or whose employment status has been terminated may elect to receive payment for all or any portion of the personal leave days referred to in paragraph A.
- C. Payment of accumulated personal leave days will be based on the basic daily rate of pay for the service rendered by the employee on or immediately preceding the date on which claim for the payment is made.
- D. In the event of the death of the employee, the personal leave days referred to in paragraph A above will be paid to his or her estate.

Section 2 – Additional Paid Day Off

Employees will be awarded the additional paid day off provided for in Article IV – Personal Leave of the 2022 SMART-TD National Agreement as a personal leave day to be scheduled during the upcoming year, subject to rules associated with personal leave days, including as outlined in Section 1 of this Article.

ARTICLE IX – GENERAL PROVISIONS

Section 1

Consistent with the Parties’ ongoing commitment to collaboratively work together to advance our shared priorities, this Agreement addresses issues beyond the requirements of Articles V, VI, and VII of the 2022 SMART-TD National Agreement to further improve quality of life for our employees and enhance our team’s ability to safely deliver reliable and resilient service as a customer-centric, operations-driven organization. This Agreement is the product of our shared vision.

Section 2


A Committee, consisting of an equal number of SMART-TD General Chairmen and Carrier Representatives, will be created to discuss matters of mutual interest and ensure proper administration of the terms of this Agreement.

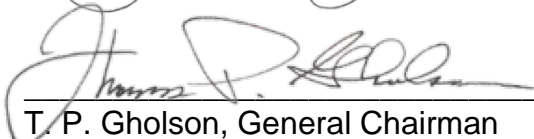
Section 3


It is understood this agreement alters other agreements to the extent necessary to give it effect. This Agreement will remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed in Atlanta, Georgia this 2nd day of June, 2023.


FOR THE EMPLOYEES:


James E. Ball, Jr., General Chairman


T. P. Gholson, General Chairman


D. W. Phillips, General Chairman

FOR THE CARRIER:


Jeremy D. Moore, Assistant Vice
President, Labor Relations

APPENDIX I
PREDICTABLE WORKFORCE SCHEDULING

Section 1 - Assignment Database

- A. Other than through freight assignments (including work trains) that are worked extra three (3) or more days beginning at 12:01 a.m. on Wednesday through 11:59 p.m. on the following Tuesday will be added to the Electronic Database for the next Job Assignment Day, unless it is known the assignment will not work in that week.
- B. When the conditions of an assignment change, the Electronic Database of assignments will be updated. If the change in conditions would not have previously permitted the incumbent to make a seniority move at the time of the change, Carrier may operate the assignment under the new conditions before the upcoming Job Assignment Day by giving notice to impacted employees prior to going off-duty the day before the change is effective.
- C. If an assignment contained in the Electronic Database is not awarded but works three (3) or more days the following week, the employee who included the assignment in his /her Electronic Bid Application and would have been awarded the assignment will receive a basic day payment in addition to all other earnings for each day the assignment worked during that week provided he /she was available on those days.
- D. Carrier may regulate guaranteed extra boards weekly on Job Assignment Day. The number of employees to be assigned to the guaranteed train service extra boards for the upcoming Job Assignment Day will be shown no later than 11:59 p.m. Thursday. The number of employees assigned to the guaranteed extra board may be increased at any time.

Section 2 - Submitting Preferences

- A. Employees who fail to submit preferences or fail to submit a sufficient number of preferences will be assigned a position in the following order:
 - 1. Unfilled/open positions protected by the supply point;
 - 2. Unfilled/open positions on the extra board at the supply point;
 - 3. Unfilled/open positions at the next supply point in accordance with local practices
- B. When it is known by 10:00 p.m. on the Friday prior to a Job Assignment Day that an employee will be off for an extended absence (injury, discipline, medical, leave of absence, military leave, etc.), his/her Electronic Bid Application will not be processed and the employee will not be assigned on Job Assignment Day.
- C. Employees marking up after being off for an extended absence (injury, discipline, medical, leave of absence, military leave, etc.) must arrange with Crew

Management to ensure their Electronic Bid Application is activated prior to 10:00 p.m. Friday before the upcoming Job Assignment Day. In the event the employee is not available to protect the position awarded, it will be filled from the extra board until they are marked-up during that week.

Employees who have not been awarded an assignment when they are marked-up will be assigned as outlined in paragraph A above.

Section 3 - Job Assignment

- A. Extra board employees protecting an assignment at an outlying point who are changing assignments will be deadheaded (and paid accordingly) to the home terminal of their new assignment immediately upon tie-up from their tour of duty that started on Sunday.
- B. Employees whose assignments are abolished between Job Assignment Days will receive payment at the applicable rate for each day/trip their assignment would have worked in the advertised work week in addition to all other earnings.
- C. Employees in assigned other than through freight service will receive payment at the applicable rate for each day/trip their assignments are annulled between Job Assignment Days except when holiday qualifying assignments are annulled on holidays and/or the assignments are annulled due to Acts of Providence.
- D. Employees changing assignments to a pool with active and inactive boards who are in their home terminal when Job Assignment Day takes effect will be placed at the bottom of the active board if the available turn is on the active board. Otherwise, newly assigned employees who are in their home terminal will be placed at the bottom of the inactive board. Employees who are not in the home terminal when Job Assignment Day takes effect will be placed as outlined above when they return to the home terminal.
- E. If the available turn in a pool with active and inactive boards is working or out of the terminal when Job Assignment Day takes effect, the turn will be brought back to the bottom of the inactive board to the newly assigned employee. The employee who was working the turn will be shown on a make -up turn and placed on his new assignment when he is relieved at the home terminal.
- F. Employees, SMART-TD Local and General Chairmen will be provided access to jobs assigned.

APPENDIX II
WORK/REST IMPLEMENTATION GUIDELINES

Section 1 – Self-Supporting Pools

- A. Consistent with the provisions of Article II, the parties agree that the preferred/primary work/rest schedule for unassigned pool freight service will be six (6) available days followed by two (2) rest days (6/2), wherein the rest days rotate.
- B. The parties may consider alternative work/rest schedules consistent with the provisions of Article II as outlined below:
 - 1. Four (4) available days followed by one (1) rest day (4/1) wherein the rest days rotate; or
 - 2. Combination of six (6) available days followed by two (2) rest days, then five (5) available days followed by one (1) rest day (6/2, 5/1); or
 - 3. Other work/rest schedules as may be mutually agreed upon.
- C. Existing pool service that naturally provides predictable time off may remain in place by mutual agreement.
- D. Following Carrier's notice as outlined in Section 5, the parties will discuss work/rest conditions for unassigned pool service prior to implementation. The parties may consider work/rest schedules as outlined in paragraphs A or B above. As outlined in Section 5, if the parties cannot agree, the 6/2 work/rest schedule may be established subject to the following conditions:
 - 1. The involved pool will be divided into four work/rest groups.
 - 2. An employee at the home terminal will be marked off rest days at 8:00 p.m. on the day preceding his/her assigned rest days. An employee who is on duty or at the away from home terminal at the beginning of his /her assigned rest days will be automatically marked off upon arrival at the home terminal.
 - 3. An employee will be automatically marked up at 10:00 p.m. (service to begin no earlier than 12:01 a.m.) on his/her last rest day on his/her turn as it stands in the rotation. If the employee's turn reaches the first out position before completion of the rest days, the turn will be held in place until completion of the rest period, when it will again be subject to call.

NOTE: The cycle on/off times in paragraphs 2 and 3 above may be changed by mutual agreement.

4. An employee who has a duty period that extends into his/her assigned rest days will observe his/her rest period and will be automatically marked up at the expiration of the 48-hour rest period or the period described in paragraph 3 above, whichever is later, on his/her turn as it stands in the rotation. If the employee's turn reaches the first out position before completion of the 48-hour rest period, the turn will be held in place until the completion of the rest period, when it will again be subject to call.
5. Employees may not make seniority moves within the pool.
6. A newly assigned employee to the pool will be placed on an available turn. If no vacant or new turn exists, the employee will be placed on the turn occupied by the junior employee. In each case, the newly assigned employee will be placed at the bottom of the pool and assume the conditions of the turn, including the work/rest cycle.
7. When a pool is reduced, the junior employee will be removed.
8. The parties recognize it may be necessary to periodically re-assign employees among the work/rest groups to maintain an even distribution. Before making adjustments, Carrier will advise the appropriate SMART-TD local chairman.
9. Implementation of work/rest schedules does not override the parties' obligation to comply with the Rail Safety Improvement Act (RSIA).

Section 2 – Pool Turn Handling

All unassigned work/rest pools, except those outlined in Section 1(C) of this Appendix, will be handled as follows:

- A. When a pool turn becomes first out at the home terminal and the incumbent employee is unavailable at call time (except for statutory rest or rest days), his/her turn will be placed at the bottom of the pool, where it will remain until the employee marks up. The next rested and available employee in the pool will become first out and called for the trip. Turns for employee observing assigned rest days will be handled in accordance with Section 1, Paragraph D (3) of this Appendix.
- B. When such a pool is exhausted, a make-up turn may be added to the pool at the home terminal. The make -up turn will take its turn at the away-from-home terminal and will be removed from the pool after it arrives at the home terminal.

Section 3 – Weekly Vacation and Rest Days in Self-Supporting Pools

- A. Employees who tie-up at the home terminal within sixteen (16) hours of the start of their scheduled weekly vacation/rest days may elect to start their vacation/rest

days when they tie-up. Employees electing this option in advance of weekly vacation will be marked up as originally scheduled. Employees electing this option in advance of rest days will be marked up after forty-eight (48) hours.

- B. Employees at the home terminal within twenty-four (24) hours of the start of their scheduled weekly vacation/rest days may elect to be repositioned to the bottom of their self-supporting pool, subject to the following conditions:
 - 1. Elections to reposition will be made at least twenty-four (24) hours prior to the start of vacation/rest days.
 - 2. Employees arriving at the home terminal less than twenty-four (24) hours, but more than sixteen (16) hours before the start of their scheduled weekly vacation/rest days must make the election when they tie-up.
 - 3. Employees who reposition to the bottom of the self-supporting pool will only be subject to call if the self-supporting pool and extra board are exhausted.

- C. Employees at the away-from-home terminal within twenty-four (24) hours of the start of their scheduled weekly vacation/rest days may elect to be repositioned to first-out in their self-supporting pool, subject to the following conditions:
 - 1. Employees electing this option will remain in the same relative standing as other employees in the same rest day group who also elect to reposition to first-out.
 - 2. Repositioning employees to first-out will not result in claims for not called in turn order.

- D. Employees at the home terminal twenty-four (24) hours before the start of their weekly vacation may elect to observe compensated leave (Personal Leave/Single Day Vacation).
 - 1. Requests for compensated leave will be granted subject to a pre-determined maximum.
 - 2. The parties will, in a timely manner, develop a process for providing employees the ability to schedule and obtain pre-approval for personal leave days and single days of vacation consistent with Side Letter #4. When implemented, this process will replace the process in paragraphs D and D(1) of this section.

- E. Employees preparing to observe weekly scheduled vacation who elected the options in Section 3(B) and (C) above may, upon arrival at the away-from-home terminal make known their election to be deadhead home if not already called for

service four (4) hours before the start of their scheduled weekly vacation, subject to the following conditions:

1. Employees who did not have the options in Section 3(B) and (C) available to them will remain eligible to be deadhead home.
 2. Employees who elect to deadhead home will be paid time consumed.
- F. Employees who work beyond 12:01 a.m. on the Monday their vacation begins may elect to extend the end of their weekly vacation beyond 11:59 p.m. on Sunday by the number of hours they worked into their vacation.

Section 4 – Pool Regulation

Effective immediately, pool regulation will be modified as follows for through freight pools.

- A. All pool service will be regulated on starts rather than mileage. A start is defined as any trip (terminal to terminal working trips, terminal to terminal deadhead trips, combined deadhead and service or combined service and deadhead trips, turnaround trips, etc.) made by either a pool turn or makeup turn in a pool.
- B. Pool service will be regulated as follows:
- | <u>Pool Mileage (Trip)</u> | <u>Monthly Starts Target</u> |
|----------------------------|------------------------------|
| Up to 160 miles | Between 20 and 23 |
| 161 -190 miles | Between 19 and 22 |
| 191 - 250 miles | Between 18 and 21 |
| 251 miles or greater | Between 17 and 20 |
- C. The above monthly starts targets may be modified by mutual agreement.
- D. Pools will be regulated no more than once per week.
- E. The checking period for pool service will begin each Sunday for the previous twenty (20) days (including Sunday). The following formula will be used to determine the average monthly starts per turn:
- a. Calculate the number of monthly starts for the pool by multiplying the number of starts made by the pool during the checking period by 1.5.
 - b. To determine the average monthly starts per turn, divide the number of monthly starts for the pool by the number of regular pool turns.
- F. If the average monthly starts per turn are within the parameters for the pool outlined in B above, no adjustment is necessary. If the average monthly starts per turn are outside the parameters for the pool outlined in B above, the pool will be adjusted so that the average number of monthly starts per turn is within the applicable range for the pool, as close as possible to the middle of the range. When mid -range

adjustment is the objective, resulting turn fractions of .51 will be rounded up and .50 and below will be rounded down.

- G. The parties recognize that the regulation method provided is intended to meet operational obligations, achieve manpower stability and provide sufficient earning opportunity for the involved employees. To ensure the successful application of this provision, the monthly start regulation range of a specific pool may be modified by mutual agreement between the parties if the regulation results in the following:
1. Consistently depressed earnings for involved employees;
 2. Consistent need for adjustment;
 3. Consistently excessive RSIA mandatory unavailable time;
 4. Consistently excessive make-up turns necessary;
 5. Trains consistently held for employees;
 6. Less than consistently predictable time off.

Section 5 – Notice Procedures

- A. Carrier may serve 20 days written notice to the SMART-TD General Chairman of its intent to establish work/rest schedules for unassigned pools. The notice will identify the involved pool(s) and the proposed work/rest schedule as outlined in Section 1.
- B. If either party believes implementation or continuation of the work/rest schedule for the involved service does not meet the objectives of the work/rest principles as outlined in Article II, either party may request a meeting to discuss implementation. If the parties are unable to resolve the matter, the service may be run on a trial basis subject to the arbitration provision described in Section 5(C).
- C. Work rest schedules, other than 6/2 work/rest schedule, must be mutually agreed to by the parties. If the involved service concerns implementation or continuation of a 6/2 work/rest schedule, the dispute may be submitted to expedited arbitration. The party who believes implementation or continuation of the 6/2 work/rest schedule violates the principles outlined in Article II will bear the burden of proof. The Arbitrator will determine if the 6/2 schedule meets the work/rest principles contained in Article II:
1. ensure availability of a sufficient number of employees;
 2. provide employees predictable time off;
 3. minimize fluctuation in earnings to the employees; and,
 4. minimize cost increases to the Carrier.

AGREED TO QUESTIONS AND ANSWERS

ARTICLE I & APPENDIX I - PREDICTABLE WORKFORCE SCHEDULING

Section 1 - Assignment Database

Q1: Will the electronic Database display an indicator when the assignments have been updated for the next weekly cycle?

A1: Yes.

Q2: Will work trains called in emergency (derailment, Act of Providence, etc.) that work three (3) or more days as outlined in Section 1, Paragraph A of Appendix 1 be included in the Electronic Database for the upcoming Job Assignment Day?

A2: No, unless it is known the assignment will work three (3) or more days in the upcoming week.

Q3: Does this Agreement change Carrier's ability to set back the starting time of assignments?

A3: No. The starting time of an assignment may be temporarily changed where permitted by the applicable SMART-TD Schedule Agreement.

Section 2 - Submitting Preferences

Q4: Does the term "employee" include all employees on the train service rosters?

A4: Yes.

Q5: Will employees who were off for an extended absence (injury, discipline, medical, leave of absence, etc.) and marked-up without an assignment be permitted to choose between placement on an unfilled position and an extra board position?

A5: Employees will be placed where qualified. Employees qualified on an unfilled position and the extra board will be placed on their preferred assignment, seniority permitting. Employees not qualified to hold an unfilled position or the extra board may be placed on the supplemental board once marked-up and may be called for assignments, on which they are qualified, when the primary extra board is exhausted until reassigned on Job Assignment Day.

Section 3 - Job Assignments

Q6: Will the senior employee preferring an assignment be considered if his qualifications for the assignment have lapsed?

A6: Yes.

Q7: How will employees not previously qualified on an assignment become eligible for placement on that assignment?

A7: Employees will make qualification arrangements with their supervisor to be considered for the assignment, seniority permitting. Qualification arrangements will be handled promptly without unnecessary delay.

Q8: Is it the intent of this Agreement to modify existing agreements or practices regarding when employees will be paid for time spent qualifying/re-familiarizing?

A8: No.

Q9: Will the turn of an employee newly assigned on Job Assignment Day be held for rest?

A9: Yes. If an employee's turn reaches the first out position before he /she is rested, it will be held in place until rested and again subject to call.

Q10: When will train service extra board guarantee payments begin and end for employees moving to or from the extra board on Job Assignment Day?

A10: Guarantee payments for employees newly assigned to an extra board will begin at 12:01 a.m. on Job Assignment Day. If the employee is not available due to working a previous assignment on Job Assignment Day, guarantee coverage will begin on the first day available on the extra board without regard to the time placed on the extra board. Employees moving from the board on Job Assignment Day will remain on the board and eligible for guarantee, if otherwise eligible, until 11:59 p.m. Sunday. It is agreed that Article II, C of the Parties Agreements establishing Work/Rest Guaranteed Extra Boards on each property is eliminated and that Article I and Appendix I – Predictable Workforce Scheduling, Section 3, Question and Answer 10 will govern.

Q11: In Section 3, Paragraph C of Appendix I, what constitutes assigned other than through freight service?

A11: Regularly assigned yard (including Remote Control assignments), road switcher, mine run, local, pusher, and utility brakeman assignments.

Q12: Will SMART-TD Local and General Chairmen have access to employees' Electronic Bid Applications under their jurisdiction?

A12: Yes.

Q13: When changing assignments to a pool or extra board, may employees specify their preferred turn?

A13: When changing assignments to unassigned pools or extra boards, including those with rotating rest days, employees will be assigned to the available turn. Available turn is defined as a new or vacant turn, or the turn occupied by the junior employee. When changing assignments to pools or extra boards with fixed rest day(s) or pools with calling windows, employees may specify their preferred turn. If there are multiple turns with the same fixed rest day(s) or calling windows, employees may specify their preferred group of turns, and will be assigned to the available turn in the group as outlined above.

Q14: In pools with active and inactive boards, will an inactive turn be moved to the active board when an available turn working or out of the terminal is brought back to the bottom of the inactive board to a newly assigned employees?

A14: No. When a turn, including a make-up turn, returns to the home terminal, the first out inactive turn will be moved to the active board. The make-up turn will be removed from the pool upon arrival.

Q15: May the Carrier furlough employees between job assignment days?

A15: No.

Q16: Does this Agreement limit the Carrier's right to promote train service employees to engine service between job assignment days?

A16: No.

ARTICLE IV & APPENDIX II – POOLS AND EXTRA BOARDS

Q1: Will the single day vacation divisor be reduced when rotating work/rest schedules are implemented for unassigned pools?

A1: No, it will remain seven (7) days.

Q2: Is a flip trip counted as one or two starts under Appendix II, Section 3?

A2: A flip trip will be counted as one (1) start.

ARTICLE VII – PAID SICK LEAVE

Q1: When does the Paid Sick Leave Agreement take effect?

A1: The Paid Sick Leave Agreement is effective January 1, 2023. Paid Sick Leave can be retroactively applied to any day on which an Employee took a qualified sick day without pay between January 1, 2023, and the date of this agreement and wishes to use a Paid Sick Leave for that absence.

Q2: Are Employees required to utilize personal leave or singles days of vacation as Paid Sick Leave after exhausting the annual Paid Sick Leave provided by this agreement?

A2: No, Employees are not required to utilize personal leave or single days of vacation after exhausting the annual Paid Sick Leave. However, Employees shall be permitted to use up to a maximum of two (2) paid personal leave days or single days of vacation as Paid Sick Leave.

Q3: Is Paid Sick Leave available to employees to care for family members with a physical illness, mental illness, injury, appointment, or other medical condition?

A3: No, Paid Sick Leave is available only for an Employee's personal illness, mental illness, off-duty injury, doctor/dental appointments, or medical conditions.

Q4: Do unused days of Paid Sick Leave roll over into future years?

A4: No, the Paid Sick Leave Agreement provides that unused Paid Sick Leave will be paid out at the end of the calendar year at the straight time hourly rate of the position held by the Employee.

Q5: Does taking Paid Sick Leave before or after a holiday qualify an employee for holiday pay?

A5: No, Employees who use one or more days of Paid Sick Leave on, before, or after a holiday will not be eligible for holiday pay.

Q6: Current extra board availability requirements stipulate that bi-weekly guarantee is forfeited with any sick mark-off during the bi-weekly period. Will use of Paid Sick Leave result in forfeiture of bi-weekly extra board guarantee?

A6: The Parties recognize the importance of employees having the opportunity to use Paid Sick Leave in a manner that does not forfeit bi-weekly extra board guarantee. Therefore, employees who take one non-weekend day of paid sick leave (sick leave cannot exceed 24 hours or include any part of the weekend as defined in

Article V, Section 1 or a holiday), scheduled seven (7) days in advance, will not forfeit their bi-weekly extra board guarantee, provided the employee furnishes appropriate documentation. Use of Paid Sick Leave inconsistent with the circumstances outlined above will be treated in the same manner as an uncompensated sick mark-off.

Q7: Do personal leave days or single days of vacation used as Paid Sick Leave count towards vacation qualifications?

A7: Consistent with the current agreements, personal leave days used as Paid Sick Leave count towards vacation qualifying; single days of vacation used as Paid Sick Leave do not count towards vacation qualifying.

Q8: Will Employees in the conductor training program who have not established train service seniority by the date of this Agreement be eligible for Paid Sick Leave in 2023?

A8: Employees who complete Norfolk Southern's conductor training program and establish train service seniority after the date of this Agreement, but before October 1, 2023 will be eligible for two (2) days of Paid Sick Leave. Employees who complete Norfolk Southern's conductor training program and establish seniority between October 1, 2023, and December 31, 2023, will be eligible for (1) day of Paid Sick Leave.

In subsequent years, employees who have an employment relationship with Norfolk Southern on January 1, which includes participation in Norfolk Southern's conductor training program, will be eligible for Paid Sick Leave on a pro-rated scale based on when they establish their train service seniority as follows:

Before April 1 = four (4) days of Paid Sick Leave

Between April 1 and June 30 = three (3) days of Paid Sick Leave

Between July 1 and September 30 = two (2) days of Paid Sick Leave

Between October 1 and December 31 = one (1) day of Paid Sick Leave



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
Labor Relations
(757) 802-5090

June 2, 2023

Side Letter #1

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
Fremont, Ohio 43420

Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to implementation of Article I – Predictable Workforce Scheduling.

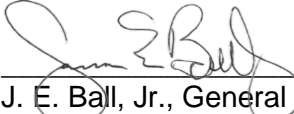
The parties recognize that Predictable Workforce Scheduling will require programming prior to implementation. The Carrier will provide the General Chairmen with routine updates concerning system progress. At least thirty (30) days prior to implementation, the parties will meet for purposes of viewing a demonstration of the system, as well as a system tutorial for use by employees.

Additionally, the parties anticipate utilizing train service employees to assist in training during PWS Implementation. Trainers will be mutually agreed upon by the SMART-TD Local Chairman and Division Superintendent and paid time lost when engaged in training.

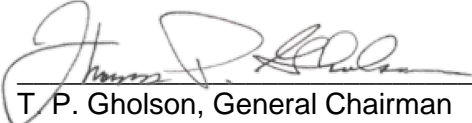
Following Carrier notice of its intent to implement Predictable Workforce Scheduling, employees must identify their preferences on their Electronic Bid Application form at least seven (7) days prior to Implementation date.

If the above sets forth your understanding, please sign below.

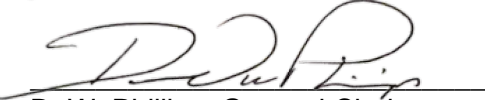
Very truly yours,
Jeremy Moore



J. E. Ball, Jr., General Chairman



T. P. Gholson, General Chairman



D. W. Phillips, General Chairman



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
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June 2, 2023

Side Letter #2

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
Fremont, Ohio 43420

Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to implementation of Article I – Predictable Workforce Scheduling.


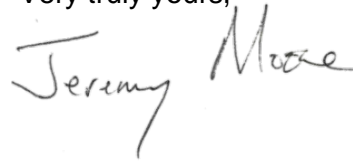
During negotiations, the Parties determined that Monday was the appropriate day of the week for Job Assignment Day. The Parties' decision was based on their belief that Job Assignment Day on Monday would have a positive impact on employee quality-of-life and that it would not negatively impact Carrier operations. Following implementation of PWS, the parties agreed to monitor its performance, including selection of Monday as Job Assignment Day. The Parties further agreed that if their selection of Monday as Job Assignment Day negatively impacts employee quality-of-life or Carrier operations, the Parties will meet to discuss solutions.

The Party believing employee quality-of-life and/or Carrier operations are negatively impacted by Monday as Job Assignment Day will provide supporting information for the Parties' discussions. Using this supporting information, the Parties will collaboratively identify solutions to address the issue(s). If the issue(s) cannot be addressed by the Parties' solution(s), the Carrier may serve a 60-day notice to amend Job Assignment Day, effective the upcoming year. Prior to serving such a notice, the Parties will collaborate to choose an alternate Job Assignment Day. Barring concurrence, Carrier may serve only one such notice during this Agreement.


Additionally, the Parties agree that if Job Assignment Day is amended all references in the Agreement to days of the week that were premised on Monday as Job Assignment Day, including the beginning and end of weekly vacations, will be adjusted to reflect the change to the new day.

If the above sets forth your understanding, please sign below.


Very truly yours,



J. E. Ball, Jr., General Chairman



T. P. Gholson, General Chairman



D. W. Phillips, General Chairman



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
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June 2, 2023

Side Letter #3

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
Fremont, Ohio 43420

Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to implementation of Article IV – Pools and Extra Boards.

The Parties agree to work cooperatively throughout the first year of implementation to provide employees predictable time off as outlined in Article IV and Appendix II.

If the above sets forth your understanding, please sign below.

Very truly yours,

J. E. Ball, Jr., General Chairman

T. P. Gholson, General Chairman

D. W. Phillips, General Chairman



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
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June 2, 2023

Side Letter #4

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
Fremont, Ohio 43420

Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to Article IV – Pools and Extra Boards.

To modernize current methods for scheduling and approving compensated leave (personal leave days/single days of vacation) and make that process more transparent with increased predictability for employees, the Carrier will develop an electronic system providing pre-approval of compensated leave based on the following principles:

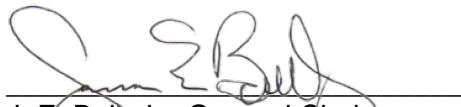
1. There will be a rolling period during which employees will have access to an electronic system for scheduling pre-approved compensated leave subject to a predetermined maximum. Carrier will consult with the Organization regarding the pre-determined maximum number of employees permitted off.
2. Requests to take compensated leave on days where the predetermined maximum has not been reached will be automatically granted in the order requests are received.
3. Requests for compensated leave through this electronic system must be made at least twenty-four (24) hours in advance.
4. Employees may cancel their approved compensated leave, but must do so at least ten (10) days in advance.
5. Employees observing compensated leave will be automatically marked off at 12:01 a.m.

6. Compensated leave granted through this electronic system will not be cancelled by the Carrier, except where an employee moves to a different supply point where the maximum compensated leave has already been granted.
7. The electronic system for scheduling pre-approved compensated leave will be the exclusive method for requesting compensated leave, except where the pre-determined maximum number of employees permitted off has been reached. Where the pre-determined maximum number of employees permitted off has been reached, employees may request compensated leave from their supervisor.

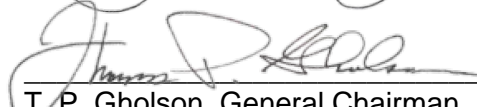
If the above sets forth your understanding, please sign below.

Very truly yours,

Jeremy Moore



J. E. Ball, Jr., General Chairman



T. P. Gholson, General Chairman



D. W. Phillips, General Chairman



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
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Assistant Vice President
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June 2, 2023

Side Letter #5

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
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Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:


This confirms our understanding in regard to the Committee established in Article IX.

The Committee shall consist of the General Chairman of each signatory SMART-TD general committee and an equal number of Carrier appointed members. The Committee will continue to meet quarterly for two years following the date of this Agreement, unless either party requests to meet sooner. Following the two-year period, the Parties will meet on an as-needed basis as requested.

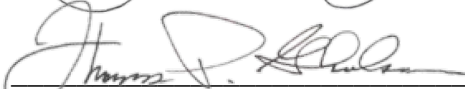
The Committee may consider matters of mutual interest under the Agreement. Any member of the Committee may request a Committee meeting by providing a written statement of relevant facts and position to the other Committee members. The Committee will endeavor to meet within 30 days to resolve the issue.

The Committee will have Atlanta, Georgia as its primary meeting location, but this will not preclude scheduling meetings at other locations or by telephone, subject to the agreement of the members.


If the above sets forth your understanding, please sign below.



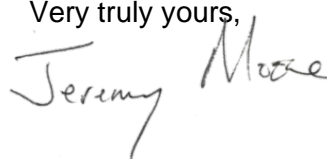
J. E. Ball, Jr., General Chairman



T. P. Gholson, General Chairman



D. W. Phillips, General Chairman

Very truly yours,




Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
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June 2, 2023

Side Letter #6

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
Fremont, Ohio 43420

Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to the Agreement of this date.

Upon the service of a notice under Article IX, Section 1 of the 1985 UTU National Agreement of the intent to implement interdivisional service, the parties will discuss the details of operating and working conditions of the proposed runs during a period of 30 days following the date of the notice. If they are unable to agree, at the end of the 30-day period, with respect to runs which operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on trial basis until completion of the procedures referred to in Article IX, Section 4 of the 1985 UTU National Agreement. This trial basis operation will not be applicable to runs which it is anticipated will result in the elimination of an existing home terminal. This understanding does not restrict any of the existing rights of the Carrier and is not applicable to any notice served prior to the date of this agreement.

If the above sets forth your understanding, please sign below.

Very truly yours,

J. E. Ball, Jr., General Chairman

T. P. Gholson, General Chairman

D. W. Phillips, General Chairman



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
Labor Relations
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June 2, 2023

Side Letter #7

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
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Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to the Agreement of this date.

Employees laying off more than thirty (30) consecutive days without proper leave of absence will forfeit their seniority. This does not apply in cases of bona fide illness and/or disability.

If the above sets forth your understanding, please sign below.

Very truly yours,

J. E. Ball, Jr., General Chairman

T. P. Gholson, General Chairman

D. W. Phillips, General Chairman



Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
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Jeremy Moore
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June 2, 2023

Side Letter #8

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
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SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to the Agreement of this date.

Investigation and discipline rules governing the time limits to notify an employee of a formal hearing, the results of a formal hearing, and appeals that are inconsistent with the provisions outlined in this letter are modified as outlined below.

Section 1 – Formal Hearing

- A. An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof.

Note: This rule does not preclude delivery of the notice at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

- B. The notice shall state the date, time, and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.

Section 2 – Hearing Decision

If the formal hearing results in assessment of discipline, such discipline shall be rendered within fifteen (15) days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by certified or registered U. S. Mail with additional copy provided for the employee representative.

Note: This rule does not preclude delivery of the decision at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

Section 3 – Time Limit on Appeals

- A. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the carrier is not acceptable to the employee, any appeal must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within thirty (30) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases. The carrier shall, within thirty (30) days from the date the appeal is filed render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within thirty (30) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other discipline cases.
- B. The procedure outlined in paragraph A shall govern in appeals taken to each succeeding officer (*). Decisions by the highest officer designated to handle discipline matters shall be final and binding unless within thirty (30) days after written notice of the decision, said officer is notified in writing that the decision is not accepted.


Thereafter, if conference is requested by either party it will be held within thirty (30) days of the date of decision, otherwise conference will be considered as having been waived by mutual consent. All appeals involved in a decision to the highest officer shall be barred unless within ninety (90) days from the date of said officer's decision proceedings are instituted by the employee or the employee's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.

Note: (*) There shall not be more than two (2) succeeding officers involved in the appeals process. Where there is only one succeeding officer involved in the appeals process, there will be no change in that procedure by reason of this Section.


Section 4 – Exchange of Correspondence

The Parties agree to work collaboratively to implement a modernized (e.g., electronic) process and procedure for exchanging correspondence outlined in Section 3 of this letter.


If the above sets forth your understanding, please sign below.



J. E. Ball, Jr., General Chairman

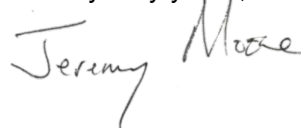


T. P. Gholson, General Chairman



D. W. Phillips, General Chairman

Very truly yours,





Norfolk Southern Corporation
650 West Peachtree Street NW, Box #1
Atlanta, Georgia 30308

Jeremy Moore
Assistant Vice President
Labor Relations
(757) 802-5090

June 2, 2023

Side Letter #9

Mr. James E. Ball, Jr., General Chairman
SMART-TD
219 South Front Street, Suite 302
Fremont, Ohio 43420

Mr. Thomas P. Gholson, General Chairman
SMART-TD
802 N. Main Street
London, Kentucky 40741

Mr. David W. Phillips, General Chairman
SMART-TD
P. O. Box 1081
Rocky Mount, Virginia 24151

Gentlemen:

This confirms our understanding in regard to the Agreement of this date.

SMART-TD local chairmen working in train service on the vacation snapshot date may elect to remove their allotment of weekly vacation from the applicable vacation allocation and cooperatively schedule their weekly vacation, taking into account the needs of service and seniority of other similarly situated SMART-TD local chairmen, with supervision before December 31 of the year before the vacation is to be taken.

If the above sets forth your understanding, please sign below.

Very truly yours,

J. E. Ball, Jr., General Chairman

T. P. Gholson, General Chairman

D. W. Phillips, General Chairman