

## AGREEMENT

between

**NORFOLK SOUTHERN RAILWAY COMPANY**

and its employees represented by

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

It Is Hereby Mutually Agreed As Follows:

The Agreement between the parties hereto, dated May 6, 1971, as well as all subsequent Student Training Agreements, including the March 28, 1974 Agreement, as amended; the June 1, 1984 Agreement, as amended; the May 27, 1993 Agreement, as amended; and the May 1, 2008 Agreement, are hereby cancelled in their entirety and, effective July 1, 2012, the following shall apply:

The parties hereto agree and recognize that joint, cooperative efforts between them are required to provide a workable training program that can realistically improve the availability of competent mechanics who are skilled in the respective trades.

The parties therefore mutually agree to modernize the former training agreements, as revised, as set forth herein below.

### SECTION 1 - General Committee on Training

(a) A General Committee on Training is hereby established which shall be composed of two representatives of management, who shall be selected by the proper officer of the Carrier, and two representatives of the organization, who shall be selected by the proper officer of the Organization.

(b) Officers of the Committee, a Chairman and Secretary, are to be selected - one from representatives of management and one from representatives from the Organization. The Chairman shall be selected by management and the Secretary by the Organization.

(c) The purpose and function of the General Committee on Training provided for herein shall be to act in an advisory capacity to the designated representatives of management in the matter of training schedules and training concentration with the view of continually improving and upgrading the training programs.

(d) The Committee Chairman shall arrange regular meetings semi-annually which must be attended by the Committee members or their representatives. Special meetings may be arranged for by the Committee Chairman or at the request of two or more of the Committee members.

### SECTION 2 - Selection of Student Machinists

(a) The selection of Student Machinists shall be on the basis of background, experience, ability to learn and other factors relative to job performance. Student Machinists will be selected without regard to race, creed, color, sex or national origin.

(b) For the purposes of this agreement, the term "Student Machinist" is synonymous with the term "Machinist Apprentice."

(c) Qualified journeymen from non-railroad industries may be hired into existing authorized vacancies upon verification of experience and concurrence by Labor Relations and the appropriate General Chairman.

1. If the individual is to be hired at the journeyman's level for a diesel shop or at points where locomotive or car work is to be done, the individual must complete Phases I, II and III of the Student Mechanic Training Program.
2. If the individual is to be hired at a location where locomotive or car work is not required, the individual may be employed as a journeyman mechanic or as a student at the Phase IV level.

### SECTION 3 - Probationary Period

The probationary period for Student Machinists who enter Phases I, II and III, or enter Phase IV prior to going through Phase I, II and III, extends to sixty (60) creditable days of training in Phase IV after completion of Phases I, II and III, regardless of the order of training. However, for any Student Machinist who has completed 100 creditable days of training in Phase IV, prior to going through Phases I, II, and III, the probationary period only extends through completion of Phases I, II, and III.

### SECTION 4 - Student Machinists Employed After the Effective Date of This Agreement

(a) Individuals employed as Student Machinists after the effective date of this Agreement shall undergo training for a period of not more than two (2) years, i.e., a total of 488 creditable days of training.

Note: Individuals employed as Student Machinists prior to the effective date of this Agreement will also be covered by this Agreement.

(b) The training program shall consist of four basic phases consisting of:

<u>Phase I</u>	Orientation
<u>Phase II</u>	Academic Training
<u>Phase III</u>	Laboratory Training
<u>Phase IV</u>	On-the-Job Training

(c) New hires generally begin their employment as Phase I Student Machinist; however, a person may be initially employed as a Phase IV Student Machinist.

(d) Training time during Phases I, II and III of the training program shall be credited toward the completion of the required creditable days of training as set forth in SECTION 4(a) above.

1. Phase I - Orientation and Phase II - Academic Training of the training program are to be provided by an accredited technical school along the lines of the Carrier. However, Carrier may, at its election, provide its own staff and training facilities at a suitable location on the property, such as the McDonough Training Center.

2. Phase III - Laboratory Training - may be conducted in one of the Carrier's modern repair shops, such as the one at Chattanooga Diesel Shop in Chattanooga, Tennessee, or in a similar facility elsewhere, such as the McDonough Training Center. Student Machinists will receive training instructions and practical experience in the work of their craft as covered by the respective classification of work rule at this specially-equipped, modern shop facility as might otherwise not be available due to lack of facilities at the location at which employed during Phase IV of the training program.
3. Insofar as feasible, Student Machinists shall be assigned during Phase IV – On-the-Job Training, at the point at which they are to be employed as Machinists in the craft upon satisfactory completion of the training program. During this Phase IV, Student Machinists shall receive on-the-job training by performing Machinist's work and working along with qualified mechanics and gaining practical experience performing the various phases of the work of their craft.
4. Student Machinists in Phase IV should be rotated through the various phases of the work of their craft at the location employed, such as, running repair, inspection and servicing, routine maintenance, and heavy repair assignments where such exist. Student Machinists in Phase IV should also be rotated through each of the existing shifts. Such rotation continues to be an exception to the requirements for overtime payments in the rules covering changing shifts in the applicable current agreements. The local Carrier Officer and the Union Representative representing the location concerned should endeavor to co-operate in the scheduling of rotations and in determining the length of the rotation period in a manner consistent with the requirements of the service at the involved location.
5. A creditable day of training during Phase IV shall consist of eight (8) hours, exclusive of overtime. During such Phase IV, Student Machinists shall be assigned a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each with two (2) consecutive days off. Such assignments may consist of work days, rest days, and shifts as designated by the Carrier to best facilitate the training being given at the time and the work schedule established in accordance with item (3) above provided there is a Journeyman Machinist assigned to the same shift. This will not preclude a Student Machinist from occasionally working overtime with a Journeyman to finish a job; however, such overtime use will not be abused to the detriment of other Machinists.

Note: A cumulative record of straight time, in hours and minutes, worked by Student Machinists during Phase IV shall be maintained, and days of training shall be computed on the basis of eight (8) of such hours constituting a creditable day of training. On a point-by-point basis a quarterly status report including each Student Machinist's name, employee identification number, and training days completed will be furnished to the Local Chairman and the appropriate General Chairman. Forty (40) hours is the maximum amount of creditable training time in any work week.

#### SECTION 5 - Seniority

- (a) Student Machinists entering the Carrier's service on or after July 1, 2012, shall establish seniority as a Journeyman Machinist upon successful completion of 488 creditable days of

training. The seniority date thus established shall be retroactive to the date the employee was first employed as a Student Machinist.

(b) Two or more Student Machinists establishing seniority as Journeymen Machinists on the same date shall be ranked on the seniority roster in accordance with the following guidelines in the order listed:

1. Student Machinists with the earlier hire date shall be ranked senior.
2. Student Machinists who had previous service with the Carrier shall be ranked senior.
3. Student Machinists with earlier birth dates shall be ranked senior.

(c) A Student Machinist, entering the Carrier's service on or after July 1, 2012, who is furloughed at the home point while undergoing training during Phase IV of the Student Machinist Training Program, who is subsequently permitted to transfer to any other point, and who is working at a point to which transferred upon successful completion of the total days of training, shall be treated with respect to establishment of seniority as a journeyman of the craft in the following manner:

1. The Student Machinist involved shall establish seniority and be placed on the Machinist seniority roster at the point to which transferred. The seniority date thus established will be retroactive to the date the employee first worked as a Student Machinist at this point. The employee's name will also be placed on the home point seniority roster. This seniority date will be retroactive to the date the employee first worked as a Student Machinist at the home point.
2. Upon being recalled to the home point in accordance with the applicable recall rule, the Student Machinist may elect, at the time, to remain at the point to which transferred and retain the seniority date established, thereby forfeiting all rights at the former home point, or
3. Upon being recalled to the home point in accordance with the applicable recall rule, the Student Machinist involved may elect to return to the home point, thereby retaining his seniority date at such point and forfeiting all rights at the point to which transferred. Such Student Machinists will be required to report and protect such seniority at the home point within ten (10) days following recall.

(d) In the event an active Student Machinist, entering the Carrier's service on or after July 1, 2012, while undergoing training during Phase IV requests transfer from his home point to another point under Rule 16 of the September 1, 2010 Agreement and such request is granted, the Student Machinist will be given credit for the number of creditable days of training completed prior to the transfer. Upon successful completion of a total of 488 creditable days of training, the Student Machinist will establish a seniority date only at the point to which transferred retroactive to the first day of service at that point.

(e) An employee entering the Carrier's service on or after July 1, 2012, as a Student Machinist, who resigns from the service and is then subsequently rehired as a Student Machinist, shall be treated with respect to the establishment of seniority as a journeyman as follows:

1. Credit will be given for the number of creditable days of training which he completed prior to his resignation from Carrier's service;

2. Upon successful completion of a total of 488 creditable days of training, the employee will establish a seniority date retroactive to the date he was last rehired as a Student Machinist.

#### SECTION 6 - Rates of Pay for Student Machinists

(a) During Phases I, II, and III of the Training Program, the classroom schedule, i.e., the number of hours each day, not to exceed ten (10), and the number of days each week, will be determined by the classroom instructor as conditions permit and with due consideration to the interest of the majority of the employees.

In the event the Student Machinists are trained for eleven (11) consecutive days under this provision, they will be permitted to take three (3) consecutive days off every other weekend.

(b) Time spent in Phase I, II and III of the Training Program shall consist of not less than five (5) weeks, nor more than twelve (12) weeks, except as otherwise agreed to between the Carrier and appropriate General Chairman. It is understood that Phase IV – On-The-Job Training may also include some classroom instruction.

(c) The rate of pay for Student Machinists during the Training Program, except as provided for in Rule 34, shall be as follows:

1. For the first 40 creditable days of training, Student Machinists shall be paid 50% of the full Machinist rate of pay.
2. For the next 204 creditable days of training, Student Machinists shall be paid 75% of the full Machinist rate of pay.
3. For the next 244 creditable days of training, Student Machinists shall be paid 80% of the full Machinist rate of pay.

(d) Upon completion of 488 creditable days of training and establishment of full journeyman status, the rate of pay shall be increased to the full Machinist rate of pay.

(e) Student Machinists are not entitled to the differential payments provided for in the basic agreement, or any other differential, when engaged in designated differential paying tasks as part of their training.

#### SECTION 7 - Expenses for Student Machinists

Lodging and meals will be provided by the Carrier for Student Machinists required to live away from their homes during Phases I, II and III of the training program or an allowance will be established therefore. Allowances established will be uniformly applied.

#### SECTION 8

(a) At points where a temporary vacancy in a position of a Journeyman Machinist (such as one caused by the absence of the assigned Machinist due to illness, accident, or other good cause) has not been filled in accordance with the basic schedule Agreement and results in a Student Machinist being required to work on his normal shift in the absence of a Journeyman Machinist, the Student Machinist so worked (if more than one, the senior Student Machinist on the roster on that shift) shall be compensated for service performed on the shift involved at the full rate of Journeyman Machinist.

(b) Should a Student Machinist at a diesel shop be required on occasion to work a shift in the absence of a Journeyman Machinist on duty, the senior student mechanic on the roster on that shift, shall be paid under the principle of Paragraph (a) above for service performed at the full rate of Journeyman Machinist.

(c) In the event the Carrier is unable to fill overtime needs by calling Journeymen Machinists, and the so-called overtime board has been exhausted, the senior available Student Machinist, if qualified, may be called and used. A Student Machinist so used shall be compensated on the basis of the full rate of a Journeyman Machinist for such service performed.

SECTION 9

This Agreement shall constitute the applicable agreement providing for rates of pay and training for Student Machinists and shall be effective July 1, 2012.

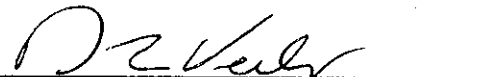
This Agreement signed at Norfolk, Virginia on June 15, 2012.

FOR THE EMPLOYEES:

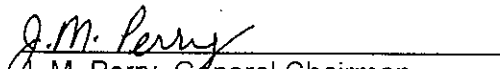
FOR THE CARRIER:



B. K. Orwan, General Chairman  
IAMAW



D. L. Kerby, Assistant Vice President  
Labor Relations



J. M. Perry, General Chairman  
IAMAW

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and its employees represented by

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

It Is Hereby Mutually Agreed As Follows:

Rule 34 of the September 1, 2010 Agreement is cancelled in its entirety and the following shall apply:

**RULE 34. TRANSFER FROM ANOTHER SHOP CRAFT**

(A) In the event an active or furloughed shop craft employee, including Firemen and Oilers, desires to transfer to the machinist craft to fill an existing vacancy, which cannot be filled from furloughed employees of the machinist craft, it is recognized that he may do so in accordance with the provisions of Rule 16.

(B) If such transferring employee is a journeyman of his craft or transferring from a Firemen and Oilers position, the employee will be placed as a student machinist at the highest step rate paid to student machinists (80% of the full journeyman rate of pay), unless some other arrangement is made by the Company and the General Chairman. Such employee will remain at the 80% rate of pay while in Phase IV until the student attains full journeyman machinist status.

(C) If such transferring employee is a student mechanic of his craft, the employee will be placed as a student machinist and paid in accordance with Section 6 of the Student Machinist Training Agreement (Appendix I).

This Agreement shall become effective on July 1, 2012.

Signed at Norfolk, Virginia on June 15, 2012.

FOR THE EMPLOYEES:

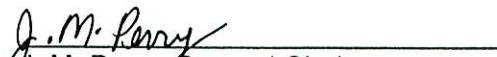
FOR THE CARRIER:



B. K. Orwan, General Chairman  
IAMAW



D. L. Kerby, Assistant Vice President  
Labor Relations



J. M. Perry, General Chairman  
IAMAW