

**AGREEMENT**  
  
**between**  
  
**NORFOLK SOUTHERN RAILWAY COMPANY**  
  
**and its**  
  
**EMPLOYEES**  
  
**represented by the**  
  
**UNITED TRANSPORTATION UNION**

In accordance with Article IX, of the October 31, 1985 UTU National Agreement, as amended by Article IX of the November 1, 1991 UTU National Implementing Agreement, the Carrier may establish interseniority district service between Frankfort, Indiana (MP SP 236.0) and Muncie, Indiana (MP SP 170.0), subject to the following conditions:

**Article I - Assignment of Crews**

- A. Employees will be assigned in regular service.
- B. Trains operated under this Agreement will be in road switcher service with Tipton, Indiana as the home terminal.

**Article II - Rates of Pay**

Employees assigned in this service will be paid applicable road switcher rates.

**Article III - Equity**

- A. The assignment(s) will be advertised and filled so that the Peoria and Sandusky Districts receive an equal number of jobs. In the event that an odd number of jobs are advertised and filled, the odd job will be advertised and filled on a rotating six (6) month basis. The rotating six (6) month order for filling such assignment is as follows:

## 2. Sandusky District

- B. Each six (6) month period (including the initial period) will begin when the assignment has been advertised and assigned. Assignments are to be advertised for five (5) days and be awarded upon the expiration of the previous six (6) month period.
- C. In the event that no bids are received from the district to which the equity has rotated, the incumbent will remain on the assignment, except that an employee who acquires a displacement right during the rotational period for their district may exercise their seniority and work off the remaining equity.

### Article IV – Laying Off

In case of an employee laying off at the home terminal on this assignment, an extra employee from the Frankfort Extra Board will be used.

### Article V - General

- A. When an employee is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the employee.

Note: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- B. Interdivisional district trains requiring relief on line of road under the Hours of Service Law will be relieved by calling an extra employee from the Frankfort extra board.
- C. This agreement changes schedule agreements only to the extent necessary to implement service as set forth herein.

### Article VI - Protection

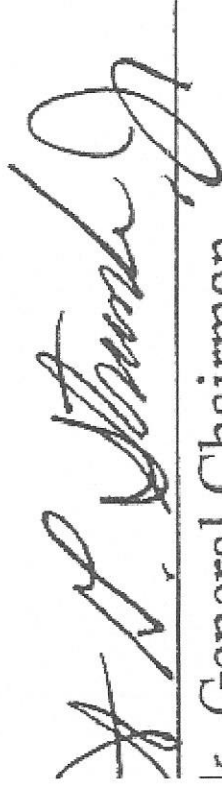
The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

### Article VII - Effect of This Agreement

- A. This agreement shall become effective upon the Carrier serving ten (10) days written notice to the General Chairman.

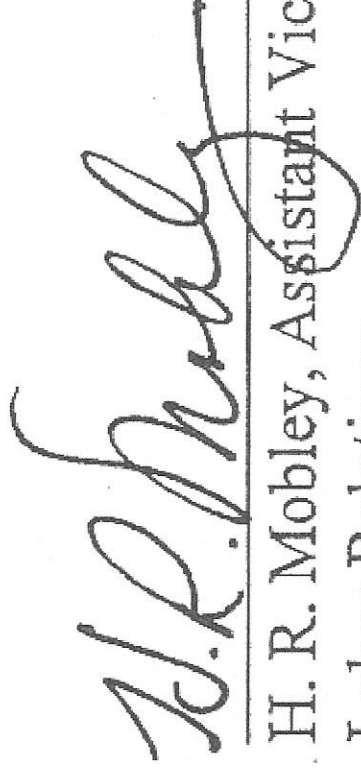
ed at Norfolk, Virginia this 17 day of November, 2005.

THE EMPLOYEES:



k, General Chairman  
isportation Union

FOR THE CARRIER:



H. R. Mobley, Assistant Vice President  
Labor Relations