

Agreement Between  
NORFOLK SOUTHERN RAILWAY COMPANY  
And Its Employees  
Represented By  
SYSTEM COUNCIL NO. 6 OF THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (IBEW)

Whereas the parties desire to enter into a special arrangement solely applicable to electricians at Cincinnati Locomotive Shop (CLS) to provide for regular work week assignments consisting of four 10-hour work days with three consecutive rest days. Therefore, it is agreed with respect to these assignments that:

- 1) The hours of service, Forty Hour Work Week and Overtime provisions are revised so that certain positions at CLS may have a regular work week consisting of four 10-hour work days and three consecutive rest days.
- 2) Positions will be established wherein day shift is 7:00 am to 5:00 pm and evening shift is 9:00 pm to 7:00 am, both with a 20 minute paid lunch. Initially the first four assignments established will be: one day shift position working a Sunday to Wednesday work week; a second day shift position working Wednesday to Saturday; one evening shift position working Monday to Thursday; and, a second evening shift position working Thursday to Sunday.
- 3) An employee will be paid 10 hours at the straight time rate for each day the employee is entitled to bereavement leave pay, personal leave pay, or jury duty pay.
- 4) A scheduled vacation week will be paid at forty hours in four 10-hour days. A single day of vacation will be paid at 10 hours. If due to moving between assignments of 8-hour and 10-hour shifts, an employee's remaining vacation hours are less than the hours of the basic work day when the employee takes his remaining "fractional day" of vacation, the employee will be excused from work without pay for the remaining portion of that work day. Such excused absence will not be held against the employee for the purpose of demonstrating excessive absenteeism.
- 5) An employee who works on an enumerated holiday that falls on the regular assigned work day will be paid at the overtime rate for up to 8 hours and straight time for the ninth and tenth hours of the regularly assigned shift, in addition to 8 hours of holiday pay
- 6) An employee will receive 8 hours holiday pay for enumerated holidays that fall on the employee's rest day. An employee who is off to observe the holiday that falls on the regular assigned work day of the employee's assignment will receive 10 hours holiday pay.
- 7) An employee working on the third rest day will be paid at double the basic straight time rate, instead of time-and-one half rate, provided the employee has worked all the hours of the assignment in that work week and has worked on the first or second rest day of the work week. Similarly, service on the second rest day will continue to be paid at double the basic straight time rate, instead of the time-and-one half rate, provided the employee has worked

all the hours of the assignment in that work week and has worked on the first rest day of his work week.

- 8) In determining creditable service under the Student Agreement, Vacation qualifying, and H&W qualifying rules, an employee will be credited with 1.25 days for working a 10 hour day. If an employee renders 8 or less hours of compensated service on a given day, the employee will be credited with only one day rather than 1.25 days.
- 9) Nothing in this agreement will restrict the Carrier from establishing a position with a standard work week of five 8-hour days.
- 10) This arrangement will be subject to a 6 month trial period. After the trial period, either party may serve notice to cancel this agreement upon 30 days advance notice.
- 11) This Agreement modifies existing rules to the extent addressed herein. Other rules or agreement not in conflict shall remain in effect. The provisions of this agreement are without prejudice to the position of either party and will not be cited as precedent in the future by either party.

Signed at Norfolk, Virginia, this 5<sup>TH</sup> day of November, 2018.

FOR THE ORGANIZATION:

FOR THE CARRIER:

T. Owens  
T. Owens  
General Chairman  
International Brotherhood of Electrical Workers

D. L. Kerby  
D. L. Kerby  
Assistant Vice President  
Labor Relations  
Norfolk Southern Railway Company