



# united transportation union

**JASON T. BOSWELL**  
*General Chairperson*  
PERU, IN

**GUY C. FREDERICK**  
*Assistant Chairperson*  
BELLEVUE, OH

**JAMES P. CURCIO**  
*Associate Chairperson*  
MAUMEE, OH

**GERALD WOHLGEMUTH**  
*Secretary*  
HUNTSVILLE, MO

**MARK A. MCKEE**  
*Sr. Vice Chairperson - NKP*  
NEW HAVEN, IN

Circular No. 14-B

## General Committee of Adjustment NORFOLK SOUTHERN RAILWAY

(Nickel Plate, Wabash, and portions of former Conrail)

817 Kilbourne Street  
Bellevue, Ohio 44811-9407



January 18, 2013

**WALTER Y. HOWARD**  
*Sr. Vice Chairperson - WAB*  
TAYLOR, MI

**ROBERT A. HAGEN**  
*Sr. Vice Chairperson - CR*  
SUSQUEHANNA, PA

**DAVID M. ORONA**  
*Jr. Vice Chairperson - NKP*  
TINLEY PARK, IL

**DANIEL C. CALHOUN**  
*Jr. Vice Chairperson - WAB*  
DECATUR, IL

**GREGORY M. REAGAN**  
*Jr. Vice Chairperson - CR*  
ADDISON, NY

All Local Chairpersons  
NKP, WAB and portions of Former Conrail  
C-T-E

Dear Sirs and Brothers:

This is in regards to recent changes in the Carrier's pledge to keep our members working and gainfully employed. I was notified today of considerable furloughs at nearly every location on our territory. I have enclosed a breakdown by division and location of the anticipated furloughs that are planned for Monday. We expect numerous questions from members inquiring about what members can do once they are no longer able to hold a position at their home terminal. For those **trainmen** members who are cut off, the following information will clarify some of the questions regarding their options and obligations:

1. The provisions of 1996 National Agreement and NKP Article 4 provide for exercise of seniority within 48 hours after notification of displacement. If a member chooses to displace beyond 30 highway miles of the current reporting point, they are required to notify the appropriate crew office within the 48 hour limit and are given an additional 72 hours to exercise their seniority. Once such notification is given, the member must fulfill this intent of displacement beyond the 30 miles unless he/she is unable to hold the assignment (NKP Article 4).

2. Members electing to displace outside their home terminal who desire to be recalled to the point from which cut off must provide a written request (enclosed) notifying the Carrier of their desire to be recalled at that point. The letter should be addressed to the appropriate chief crew caller with copies to the division superintendent, their local chairperson and one for their personal record. As always to ensure delivery/receipt, I suggest certified mail. **The Carrier must be kept informed of their current address and contact information.**

3. Members who do not elect to displace beyond the 30 mile radius of their current reporting point and do not stand for a position at their home terminal will not again be permitted to do so for a period of 90 days unless recalled to the point from which they were reduced (NKP Article 7).

Prior rights notwithstanding, members governed by the NKP Agreement may exercise their seniority over all territory governed by the NKP Agreement. Territories governed by the Wabash Agreement dictate the seniority locations. Enclosed is the agreed interpretation of NKP Article 7. **(Note: The interpretation of NKP Article 7 applies to members covered by the Wabash Agreement but working in the Lake Region Hub Network.)**

4. **Important reminders:** trainmen hired subsequent to June 1, 1999 who fall under the NKP-UTU Lake Region Hub/Zone Network are entitled to training and qualification throughout the Zone where they were originally hired and trained. If your member was not afforded training/qualification on any territory covered by the Zone (see enclosed) and stands for a position at another location within that Zone, regardless of miles from the current reporting point, the Carrier must pay that employee to qualify if he/she so elects to displace outside the 30 mile limit. If the employee had previously trained and qualified over all the territory in the Zone and voluntarily elected to allow his/her qualifications to expire then re-qualifying would be at their own time and expense. (**Note:** Members exercising seniority outside their Zone are currently not being paid to qualify.)

5. Members who are unable to or unwilling to relocate must be reminded that the 1985 National Agreement Article XII and NKP Article 4 Section 8 states that employees with less than three (3) years of seniority who are furloughed for 365 consecutive days will be terminated. This is a real incentive to consider a temporary move to protect your job and your family. We are currently working on a suspension of that language and will provide if and when signed.

6. Members who qualify for Railroad Retirement Board unemployment benefits are encouraged to contact a RRB representative. Local and regional board offices can be located at: [www.rrb.gov](http://www.rrb.gov) or by calling the RRB Customer Service at 877-772-5772. Any member who is currently assigned to an extra board should file a first notice of claim form as soon as possible for any days that they are assigned and available for service. (**Note:** every July 1<sup>st</sup> a new benefit year begins for RRB benefits and all members are advised to submit a RRB First Notice of Unemployment Claim Form, if they are assigned to an extra list and are missing days. This will fulfill their waiting period in the event they are subsequently furloughed and will enable them to continue to claim unemployment days for periods of availability and no service while assigned to extra boards.)

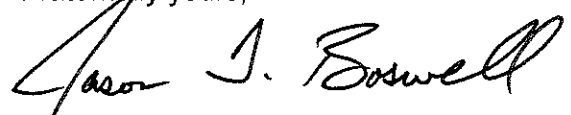
7. Q: How long does my insurance coverage last if I am furloughed?

A: Employee and eligible dependent coverage extends through the end of the fourth month following the month in which you last render compensated service. For example, an employee last rendering compensated service in January, who is then furloughed, will have coverage extended through the end of May.

8. The ACTs currently involved in the conductor training program will continue unless instructed otherwise by division supervision. Those currently training as locomotive engineer trainees will continue in the LET program at this time. Future training in the ACT and LET programs will remain the decision of the Carrier based upon needs at specific locations.

Many questions will arise from this situation, please contact this office for answers and any guidance you may need. I sincerely hope that in these trying times the spirit of unionism will guide us.

Fraternaly yours,



Jason T. Boswell  
General Chairperson  
United Transportation Union

## NS Estimated Furloughs By Division and Location

### Dearborn Division (39 total)

Chicago Zone (including Kankakee)---12  
Cleveland---10  
Detroit (former Conrail including Jackson)---5  
Toledo---12

### Harrisburg Division (Zero)

None expected at this time on NKP territory.

### Illinois Division (14 total)

Brooklyn/Lafayette District Decatur---2  
Frankfort---2  
Kansas City---3  
Lafayette---2  
Moberly East---5

### Lake Division (37 total)

Bellevue---16  
Columbus North---4  
Detroit---3  
Fort Wayne---14

### Pittsburgh Division (26 total)

Ashtabula---3  
Conneaut---4  
Conway West---5  
Mansfield---3  
Mingo Junction---9  
Youngstown---2

Date \_\_\_\_\_

Certified Mail No.  
Return Receipt Requested

\_\_\_\_\_ Division Superintendent

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

In accordance with the agreement, consider this a formal request to be recalled to service at the following point(s):

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

The locations are listed in preferential order where I have previously worked.

Sincerely,



Norfolk Southern Corporation  
223 East City Hall Avenue  
Norfolk, Virginia 23510-1728

Jeremy D. Moore  
Director  
Labor Relations  
(757) 629-2419

April 5, 2010

CW-UTU-20-1 (Garvin)

Mr. T. D. Garvin, Jr., General Chairman  
United Transportation Union  
817 Kilbourne Street  
Bellevue, Ohio 44811-9407

Dear Mr. Garvin:

This is in reference to our recent discussion concerning Article 7, Section 1 of the UTU NKP Schedule Agreement. A note to that section reads as follows:

*NOTE: Trainmen who do not elect to exercise seniority to another point when reduced under Section 1 above, will not again be permitted to do so for a period of ninety (90) days unless recalled to the point from which they were reduced.*

Following our discussion, the parties concurred that the above note is interpreted to permit employees to exercise their seniority at 90 day intervals after being reduced, if not recalled to service. Therefore, if an employee does not or can not exercise seniority at 90 days following his original furlough, he will be again permitted to exercise seniority after each 90 day interval has passed consistent with Agreement rules and practices. Further, the parties agree this interpretation does not alter Article XII of the 1985 UTU National Agreement.

As part of our discussion, we also agreed that the above provision is applicable to all employees on the Lake Region Hub Network as identified in the August 6, 1998 UTU Conrail Implementing Agreement.

If the above reflects your understanding, please sign below.

Very truly yours,

I concur:

---

T. D. Garvin, Jr., General Chairman  
United Transportation Union

APPENDIX "A-1"

NORFOLK AND WESTERN RAILWAY COMPANY

LAKE REGION HUB NETWORK

NSR/NKP LABOR AGREEMENT

PRIMARY LINE SEGMENTS

Cleveland Hub

Buffalo, Toledo, Conway, Mingo Jct.,  
Columbus, Elkhart, Ashtabula, Ft.  
Wayne, Bellevue/Sandusky, Detroit

Buffalo Hub

Enola/Harrisburg, Binghamton, Croxton  
and E-Rail, North Jersey, Toledo,  
Cleveland, Renovo/Keating

Ft. Wayne Hub

Detroit, Peru, Chicago, Cleveland,  
Fostoria, Crestline, Conway/  
Pittsburgh, Muncie, Cincinnati,  
Decatur, Elkhart, Grand Rapids,  
Bellevue/Sandusky, Toledo

Note: All branch lines and terminals that lie along the primary line segments are included in the hub. All terminals that lie at the end of a primary line segment will be governed by the same agreement as the hub, except that the NW Agreement will apply at Columbus Yard, the NSR Agreement will apply at Conway Yard, and the CNO&T Agreement will apply at Cincinnati Yard. The Wabash Schedule Agreement will apply at Detroit, between Detroit and Toledo, For Wayne, Peru and Tilton on lines of the former Wabash.

APPENDIX "B-1"

NORFOLK AND WESTERN RAILWAY COMPANY

ZONES OF LAKE REGION HUB NETWORK

<u>ZONE</u>	<u>LIMITS</u>
Chicago	Chicago Terminal West to and including Hennepin/ Moronts East to and including Tefft East to and including Hobart South to and including Manhattan East to and including Gary East to and including Porter
Elkhart	Elkhart Terminal West to but not including Porter South to but not including Anderson West to and including Michigan City and South Bend, not including Argos North to but not including Kalamazoo East to but not including Butler
Ft. Wayne	Ft. Wayne Terminal North to and including Montpelier West to but not including Hobart South to but not including Muncie East to and including Leipsic Jct. West to but not including Andrews
Detroit	Detroit Terminal West to and including Wayne South to but not including Toledo North to and including Lafayette South to but not including Montpelier
Jackson	East to but not including Wayne West to and including Kalamazoo North to and including Grand Rapids North to and including Lansing

APPENDIX "B-1" (cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

ZONES OF LAKE REGION HUB NETWORK

<u>ZONE</u>	<u>LIMITS</u>
Muncie	Muncie Terminal East to and including Hales West to but not including Lafayette South to but not including Cincinnati West to and including Anderson
Toledo	Toledo Terminal South to but not including Fremont West to but not including Butler East to and including Oak Harbor
Peru	Peru Terminal East to and including Andrews West to but not including Decatur
Bellevue	Bellevue Terminal South to Columbus West to but not including Leipsic Jct. North to and including South Lorain but not including Oak Harbor East to and including South Lorain North to and including Fremont
Cleveland	Cleveland Terminal West to but not including Lorain East to and including Conneaut South to but not including Alliance
Buffalo	Buffalo Terminal West to but not including Conneaut South to but not including Harrisburg and Enola



APPENDIX "B-1" (cont.)

NORFOLK AND WESTERN RAILWAY COMPANY

ZONES OF LAKE REGION HUB NETWORK

<u>ZONE</u>	<u>LIMITS</u>
Buffalo (cont).	East to but not including Corning Erie to Hornell
Youngstown	Youngstown/Lordstown Terminal West to and including Crestline North to and including Rouseville/ Oil City but not including Ashtabula South to and including Powhatan South to but not including Conway
Binghamton	Binghamton Terminal West to and including Lyons and Corning East to and including Croxton and E-Rail but not including N. Jersey SAA