

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**NORFOLK SOUTHERN RAILWAY COMPANY**  
**AND**  
**THEIR EMPLOYEES REPRESENTED BY**  
**THE AMERICAN TRAIN DISPATCHERS ASSOCIATION**

**THE PARTIES AGREE AS FOLLOWS:**

**Article I – Basis of Payment**

**Section A**

Rates of pay for all train dispatchers are adjusted to the following:

Train Dispatcher Rate:

Daily:	\$469.14
15 min. safety allowance:	\$14.66
Pro rata:	\$58.6425
Overtime:	\$87.9637

Assistant Chief Train Dispatcher:

Daily (8 hour):	\$491.99
Daily (12 hour):	\$737.99
Pro rate:	\$61.4987
Overtime:	\$92.2481

Assistant Chief Train Dispatcher – in relief on Chief Dispatcher position and dispatchers working special duty\*:

Daily (8 hour):	\$522.45
Daily (12 hour):	\$783.68
Pro rate:	\$65.3065

\*Special duty involves a dispatcher being utilized to perform administrative and/or other managerial functions not otherwise covered by Article 1 of the schedule agreement.

## Section B

The parties agreed that Article 7, Section (e) of the ATDA Dispatchers Schedule Agreement is amended as follows:

- (e) A train dispatcher holding a regular assignment who is required to fill an assignment other than that obtained in the exercise of seniority shall be compensated at one and one-half (1-1/2) times the rate applicable to the assignment filled, except as provided for in Article 3 (g). In filling positions under this rule, employees will be called based on qualification for the assignment, their availability, and seniority. However, nothing herein will require the Carrier to call a senior employee to perform such work if doing so would cause another position to be filled at the overtime rate.

## **Article II – Trainer Pay**

Agreement dated July 11, 2007, regarding allowance paid to train dispatchers required to train a train dispatcher trainee or train dispatcher is amended as follows:

Train dispatchers represented by ATDA on Norfolk Southern Railway will be paid an allowance of thirty (30) minutes at the straight time rate of pay, in addition to their regular earnings, when required by the Carrier to train a train dispatcher trainee or train dispatcher not qualified on the desk for a full tour of duty. For the purpose of this agreement, a train dispatcher trainee is defined as an employee who had not yet attained seniority as a train dispatcher under the applicable ATDA agreement.

## **Article III – Sick Leave**

### Section A

Section I and Section II of Agreement dated March 11, 2013, regarding vacation and sick leave for newly promoted train dispatchers is amended as follows:

#### Section I

On January 1 of each year, a train dispatcher who was in the Carrier's dispatcher training program in the prior year and did not qualify for vacation under the ATDA National Agreement will qualify for one week of vacation. The train dispatcher will also qualify for four (4) sick days to be taken in accordance the applicable sick leave agreement.

#### Section II

A train dispatcher who establishes seniority during a calendar year will qualify for one week of vacation upon establishing seniority provided that the dispatcher works as a qualified dispatcher by April 30 of the current year. The train dispatcher will also qualify for four (4) sick days to be taken in accordance with the applicable sick leave agreement.

## Section B

Section C, including paragraphs 1, 2, and 3, of the Consolidated Dispatching Center Sick Leave Plan contained in the May 21, 2018, Consolidated Implementing Agreement is amended as follows:

- C. Sick leave that is not used may be accumulated and carried over to the next calendar year on the basis of one day for each day not used.
  1. An employee who has accumulated a minimum of ten (10) days of unused sick leave may make written request by the fifteenth (15<sup>th</sup>) of February, May, August, or November to be paid 90% of all or any portion of unused sick days exceeding ten (10). Regularly assigned employees will be paid at the rate of the position to which assigned on the first day of the month in which requested. Guaranteed Assigned Dispatchers will be paid at the trick train dispatcher rate. Off-in-force reduction employees who are not otherwise employed by the Carrier will be paid at the rate of the position last worked immediately prior to the request.
  2. Payments hereunder will be made on the second pay period of the succeeding month in which requested.

Example: An employee who has accumulated twenty-five (25) days of unused sick leave might request in May to be paid for five (5) such days. The employee will be allowed five (5) days' pay at 90% of the appropriate rate of pay which will be paid out in June. He or she will then have twenty (20) days of accumulated sick leave to his or her credit and will be entitled to repeat this option each quarter, provided he or she has accumulated more than ten (10) unused sick leave days.

3. Upon termination of employment account any reason other than discharge for cause, pay for accumulated sick leave will be paid at 90% of the rate of the position occupied at the time of the employee's termination. In case of the employee's death, such payment will be made to the estate of the deceased.

## Section C

Dispatchers assigned to a twelve (12) hour Assistant Chief Train Dispatcher position who are absent from work due to bona fide case of sickness may elect to be paid 1.5 of their available sick leave benefit days, equivalent to twelve (12) hours straight time, at the 90% rate.

## **Article IV – Guaranteed Assigned Train Dispatchers**

### Section A

Article 3, Section (e), Paragraph 3, of the ATDA Dispatcher Schedule Agreement is amended as follows:

3. Compensation shall be at the rate of the position worked and any guarantee time paid will be at the rate of trick train dispatcher. The incumbent of the guaranteed assigned train dispatcher position shall be paid a minimum of five (5) days' pay for each

workweek, Saturday through Friday, in which fully available for service, except as provided in Section 9 hereof.

GADs observing vacation, personal leave and/or temporary vacancy who otherwise remain fully available during the workweek, including while observing a temporary vacancy, will not forfeit their guarantee. Guarantee will be reduced for each day they are observing vacation, personal leave, and/or temporary vacancy that does not overlap their guaranteed assigned train dispatcher assigned rest day(s).

**Section B**

Article 3, Section (f) of the ATDA Dispatchers Schedule Agreement, as amended by the May 21, 2018, Consolidated Implementing Agreement will be relabeled Article 3, Section (g) and a new Section (f) will be added to Article 3 of the ATDA Dispatchers Schedule Agreement as follows:

- (f) Guaranteed assigned train dispatchers (GADs) will be provided two (2) scheduled consecutive rotating rest days as described herein:

**Section 1:**

- A. The Carrier will assign each GAD two consecutive rest days that rotate weekly as shown:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
A	A	B	B	C	C	
	A	A	B	B	C	C
C	C	A	A	B	B	
	C	C	A	A	B	B
B	B	C	C	A	A	
	B	B	C	C	A	A

- B. The rotating rest day period will begin at 12:01 a.m. and end on the second day on 11:59 p.m.
- C. GADs observing their assigned rest days will remain in the order of call consistent with Article 3(f) 2. GADs who protect a vacancy while observing their assigned rest day will be paid consistent with Section 2, B.
- D. GAD vacation weeks shall run Saturday through Friday inclusive. During the vacation week, the GAD will receive compensation for five (5) days and shall be considered unavailable for service on the two (2) assigned rest days of the week.

Section 2:

- A. GADs may continue to hold temporary vacancies but will forego any assigned GAD rest day(s) scheduled during the temporary vacancy. GADs will continue to observe rest days of the temporary vacancy.
- B. GADs will observe their assigned GAD rest day(s) occurring before and/or after holding a temporary vacancy, as scheduled. GADs will be eligible for the overtime rate when protecting a vacancy on their assigned rest day and/or rest days of a temporary vacancy up to a maximum of twice in a workweek.

Section 3:

- A. Each year before scheduling annual vacation, GAD assigned rest day groups will be evaluated by the parties and re-assigned, if needed, to be effective the first full pay period of the new calendar year. If it becomes necessary at other times of the year to re-assign GAD assigned rest days, the Carrier will consult with the Organization regarding an orderly process to facilitate re-assignment(s) and provide at least fourteen (14) days advance notice to GADs before re-assigning rest days.
- B. Regularly assigned dispatchers must hold qualifications on a minimum of three (3) desks to be eligible to bid on a GAD position. During the six (6) month period following implementation, the minimum number of desk qualifications to be eligible to bid on a GAD position will be reduced to two (2) desks.

**Article V - Order of Call**

Relabeled Article 3, Section (g) (formerly Article 3, Section (f)) of the ATDA Dispatchers Schedule Agreement as amended by the May 21, 2018, Consolidated Implementing Agreement is further amended as follows:

- (g) In the performance of extra work, when there is no guaranteed assigned train dispatcher to fill a vacancy on a position, the following order of call will be used:
  - 1. The regular incumbent of the position on their rest day, if he or she elects to accept the call.
  - 2. Senior available train dispatcher, on his or her rest day, if he or she elects to accept the call.
  - 3. Junior available train dispatcher, not qualifying, requiring same shift diversion, whose resulting vacancy can be filled by a guaranteed assigned train dispatcher.
  - 4. Junior available train dispatcher requiring same shift diversion.
  - 5. Senior available train dispatcher diverted off shift whose resulting vacancy can be filled by a guaranteed assigned train dispatcher.

In the event the position cannot be filled as outlined above, the parties recognize that the Carrier may fill the position with the least amount of overtime costs, with seniority as a consideration and that train dispatchers diverted from another shift to fill a position are entitled to the overtime rate.

Train dispatchers diverted to another assignment on the same shift, as contemplated in 3 and 4 above, will be compensated at the applicable straight time rate of the assignment filled provided the number of GAD incumbents is at or above the baseline outlined in Side Letter No. 1.

In applying the above order, a rest day is defined as beginning 24 hours after the start of the previous assignment. In order to be considered available, a train dispatcher must be qualified on the vacancy, able to work under the Hours of Service Law, and remain able to fill his or her succeeding regular assignment under the Hours of Service Law at the straight time rate with the exception of item 5 above.

## **Article VI - Vacation**

### **Section A**

As part of the quid pro quo work rule exchange contained in this Memorandum of Agreement, Section 1(a) – Section 1(e) of Agreements governing Vacations are amended as follows:

#### **Section 1(a)**

Effective with the calendar year 2025, an annual vacation of two (2) weeks (10 working days) with pay will be granted to each dispatcher, covered by the scope of each respective agreement, who rendered compensated dispatcher's service on not less than one hundred (100) days during the preceding calendar year, under the conditions set forth in Section 2.

Dispatchers who earn an annual vacation of two (2) weeks (10 working days) with pay may elect to take up to one (1) week of their annual vacation as five (5) single days.

#### **Section 1(b)**

Effective with the calendar year 2025, an annual vacation of three (3) weeks (15 working days) with pay, under the conditions set forth in Section 2, will be granted to each dispatcher covered by the scope of each respective agreement who rendered compensated dispatcher's service on not less than one hundred (100) days during the preceding calendar year and who has five (5) or more years of continuous service with the employing carrier and who during such period of continuous service has rendered compensated service on not less than one hundred (100) days in each of five (5) of such years, not necessarily consecutive.

Dispatchers who earn an annual vacation of three (3) weeks (15 working days) with pay may elect to take up to one (1) week of their annual vacation as five (5) single days.

### Section 1(c)

Effective with the calendar year 2025, an annual vacation of four (4) weeks (20 working days) with pay, under the conditions set forth in Section 2, will be granted to each dispatcher covered by the scope of each respective agreement who rendered compensated dispatcher's service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service with the employing carrier and who during such period of continuous service has rendered compensated service on not less than one hundred (100) days in each of ten (10) of such years, not necessarily consecutive.

Dispatchers who earn an annual vacation of four (4) weeks (20 working days) with pay may elect to take up to one (1) week of their annual vacation as five (5) single days.

### Section 1(d)

Effective with the calendar year 2025, an annual vacation of five (5) weeks (25 working days) with pay, under the conditions set forth in Section 2, will be granted to each dispatcher covered by the scope of each respective agreement who rendered compensated dispatcher's service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service with the employing carrier and who during such period of continuous service has rendered compensated service on not less than one hundred (100) days in each of fifteen (15) of such years, not necessarily consecutive.

Dispatchers who earn an annual vacation of five (5) weeks (25 working days) with pay may elect to take up to two (2) weeks of their annual vacation as ten (10) single days.

Note to Sections 1(a), 1(b), 1(c), and 1(d): A shift which extends from one calendar day into another shall be counted as one day in computing the days referred to above.

### Section 1(e):

Effective January 1, 2025, calendar days in each current qualifying year on which a dispatcher renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualification purposes on the basis of a maximum of thirty (30) such days for a dispatcher with the employing Carrier, provided that such dispatcher was regularly assigned to a bulletined dispatcher's position at the time his absence commenced and returned as a regularly assigned dispatcher to a bulletined dispatcher's position at the termination of such absence. Days a dispatcher renders no service, but received compensated sick leave will be counted toward the maximum of thirty (30) days.

### Section B

A dispatcher who works a twelve (12) hour ACTD position will receive credit of 1.5 days per service date toward vacation qualification for the following year.

## **Article VII – Discipline Rule**

Paragraph B of Article X – DISCIPLINE RULE outlined in Agreement dated March 1, 2011, is amended as follows:

- B. A train dispatcher who is suspended from service in connection with an offense shall be given a written statement of the charges and formal hearing held regarding the offense within ten (10) days of the suspension. A train dispatcher who is charged with an offense and is not suspended, shall be given a written statement of the charges within fifteen (15) days from the date of the occurrence, or where the occurrence is of a nature not immediately known to supervision, within fifteen (15) days from the time they first have knowledge thereof and formal hearing held in no less than four (4) days and no more than ten (10) days from the date of the charge.

Charges must be made in writing to the dispatcher. Postponements of the formal hearing may be requested by either party on reasonable ground and consent shall not be unreasonably withheld. The employee shall have the right to be represented at the hearing by an employee in his/her craft or an organization representative of the employee's own choosing. The employee and/or employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses. A decision shall be rendered within ten (10) days from the date of the hearing. In cases where discipline is assessed, a transcript of the proceedings will be furnished to the train dispatcher or his/her representative.

## **Article VIII – Displacement**

Article 4, Section (f) of the May 21, 2018, Consolidated Implementing Agreement is amended as follows:

- (f) Except as otherwise provided, a train dispatcher may exercise rights to any position covered by these rules as follows:
1. When his or her position is abolished.
  2. When he or she is displaced.
  3. When there is a substantial change in territory of his/her assignment.
  4. When there is a change in assignments of relief position, resulting in change of compensation.
  5. When there is more than one hour's change in starting time of his or her assignment.
  6. When his or her assigned weekly rest days are changed.

Seniority must be exercised in accordance with this Section within forty-eight (48) hours from date of changes listed unless prevented by absence, in which event seniority must be exercised within forty-eight (48) hours after his or her return except for Item 1 above. In cases of item 1 (when his or her position is abolished) seniority must be exercised in accordance with this Section within seventy-two (72) hours from the date of the abolishment unless prevented by absence, in which event seniority must be exercised within seventy-two (72) hours after his or her return. A list of assignments, including incumbent, shift, and rest days will be made available to employees upon their displacement.



In the event of a change as described in items 3 through 6, the incumbent will continue to work the assignment until such time as he or she either chooses to exercise his or her rights to another position, or accepts the change of the assignment for the duration of the forty-eight (48) hours.

When a train dispatcher exercises seniority to a position for which he is not qualified, the incumbent will remain assigned to the position and train the qualifying train dispatcher. The incumbent will be allowed an exercise of seniority when the qualifying train dispatcher completes the qualification requirement. If the qualifying train dispatcher fails to qualify, then the incumbent will not be considered displaced and will remain on the position. The dispatcher who failed to qualify must either exercise a displacement to a trick position for which already qualified or displace the junior guaranteed assigned train dispatcher (GAD).

**ARTICLE IX - GENERAL PROVISIONS**

Carrier will make all reasonable efforts to implement changes contemplated above as soon as possible and no later than thirty (30) days after notification of ratification of this Agreement.


Where rules, other agreements and practices conflict with this agreement, the provisions of this agreement shall apply.


This Agreement will remain in full force and effect and shall remain binding on the parties signatory hereto until modified by mutual agreement in accordance with the provisions of the Railway Labor Act, as amended.


Signed at Atlanta, Georgia this \_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE AMERICAN TRAIN  
DISPATCHERS ASSOCIATION:**


**FOR THE CARRIER:**

  
\_\_\_\_\_  
Nicolas A. Serrano  
General Chairman  
NS – System Committee

  
\_\_\_\_\_  
R. Wai Wong  
Vice President  
Labor Relations

  
\_\_\_\_\_  
Craig M. Duncan  
System Treasurer  
NS – System Committee

APPROVED:

  
\_\_\_\_\_  
Brandon Denucci  
Vice President ATDA



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

**R. Wai Wong**  
Vice President  
Labor Relations  
(757) 647-0815

\_\_\_\_\_, 2024

Side Letter No. 1

Mr. Nicolas A. Serrano, General Chairman  
American Train Dispatchers Association  
300 Brook Hollow Lane  
Loganville, GA 30052

Gentlemen:

This letter confirms our understanding with regard to Article V - Order of Call of the NS/ATDA Agreement dated \_\_\_\_\_, 2024. As a result of our discussions, the parties have mutually agreed to the following:


1. Carrier may elect to exclude guaranteed assigned train dispatchers previously scheduled for company business, training, or qualifying from consideration to fill a vacancy on a position before utilizing the order of call. Guaranteed assigned train dispatchers, including those previously scheduled for company business, training, or qualifying will not be excluded from consideration to fill a position when utilizing the order of call.
2. A baseline number of GAD incumbents based on a formula of 1.0 incumbent per train dispatcher desk (inclusive of Assistant Chief Train Dispatcher desks) is established.
  - A. Following notification that the number of GAD incumbents has fallen below the baseline due to an increase in the number of train dispatching desks, Carrier will have three hundred sixty-five (365) days to meet the established baseline without penalty.
  - B. Following notification that the number of GAD incumbents falls below the baseline due to other circumstances Carrier shall have one-hundred eighty (180) days to meet the established baseline without penalty.
  - C. The number of train dispatcher desks will be the average number of desks in the workweek. The number of train dispatcher desks for the workweek is determined by adding the average number of desks on each shift and dividing the result by the number of shifts.
  - D. GADs, Relief Assistant Chief Train Dispatchers, and Dispatchers on Special Duty will be included in the count of GAD incumbents.


- E. If the ratio of GAD incumbents falls below the baseline longer than the time periods outlined above, the Senior available train dispatcher meeting the criteria of Article 3(g), steps 3 and 4 will be utilized at the overtime rate.
3. The parties further agreed that train dispatchers who are improperly diverted under Step 3 or 4 of the order of call will be eligible for a four (4) hour payment at straight time.

If the above accurately reflects your understanding, please indicate by signing in the space provided.


Very truly yours, 

I CONCUR:

  
\_\_\_\_\_  
Nicolas A. Serrano, General Chairman  
ATDA NS - System Committee

  
\_\_\_\_\_  
Craig M. Duncan, System Treasurer  
ATDA NS - System Committee

APPROVED:

  
\_\_\_\_\_  
Brandon M. Denucci, Vice President  
ATDA



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

R. Wai Wong  
Vice President  
Labor Relations  
(757) 647-0815

\_\_\_\_\_, 2024

Side Letter No. 2

Mr. Nicolas A. Serrano, General Chairman  
American Train Dispatchers Association  
300 Brook Hollow Lane  
Loganville, GA 30052

Gentlemen:

This letter confirms our understanding with regard to Article VI – Vacation of our agreement dated \_\_\_\_\_, 2024 as outlined below:

As discussed, the terms outlined in Article VI – Vacation are not intended to amend any other provisions of the National Vacation Agreements from which these rules are derived, other than to give these provisions effect, including any prior interpretation or practice on the property for those working in the train dispatching craft.

If the above accurately reflects your understanding, please indicate by signing in the space provided.

Very truly yours, 

I CONCUR:

\_\_\_\_\_

*NAS*

\_\_\_\_\_  
Nicolas A. Serrano, General Chairman  
ATDA NS System Committee

*MD*

\_\_\_\_\_  
Craig M. Duncan, System Treasurer  
ATDA NS - System Committee

APPROVED:

*BD*

\_\_\_\_\_  
Brandon M. Denucci, Vice President  
American Train Dispatchers Association