

AGREEMENT

Between

NORFOLK SOUTHERN RAILWAY COMPANY

and its employees

represented by the

BROTHERHOOD OF RAILWAY CARMEN DIVISION – TCU
TRANSPORT WORKERS UNION

WHEREAS, the parties desire to enter into a special arrangement solely applicable to the Program Car Shops - Portsmouth Car Shop, Portsmouth, Ohio; Decatur Car Shop, Decatur, Illinois; and Macedonia Car Shop, Macedonia, Ohio, to provide for a regular work week arrangement consisting of four 10-hour work days with three consecutive rest days;

WHEREAS, the implementation of a four 10-hour day work week necessitates revisions to certain current agreement provisions which will only be applicable to these program Car Shops while the four 10-hour day work week is in effect and which will have no force or effect on any other facility or operation;

IT IS THEREFORE AGREED:

SECTION 1 – Forty-Hour Work Week and Rest Days

(A) The Hours of Service, Forty Hour Work Week, and Overtime provisions are revised in order that certain Portsmouth Car Shop, Decatur Car Shop, and Macedonia Car Shop positions may be bulletined to have a regular work week consisting of four 10-hour work days and three consecutive rest days, with the presumption in favor of Saturday and Sunday, and at least one rest day being Friday, Saturday or Sunday, and with ten hours constituting a basic day's work.

(B) Facility maintenance forces at Portsmouth Car Shop, Decatur Car Shop, and Macedonia Car Shop and other Carmen forces bulletined to work at other locations at Portsmouth, Ohio, Decatur, Illinois, or Macedonia, Ohio will continue to work 8-hour work days in accordance with the provisions of the January 1, 2003 Agreement.

(C) New positions and permanent vacancies, whether an 8-hour or 10-hour assignment, will be bulletined and assigned in accordance with Rule 17 of the January 1, 2003 Agreement.

(D) Student mechanics may be assigned a four-day or five-day work week during their rotation through the various phases of the work of their craft. Creditable days of training for student mechanics will continue to be computed in accordance with the NOTE on page 3 of Section 4 of the November 1, 2008 Student Carmen Training Agreement.

(E) A vacation relief position will not be used to fill both 10-hour day and 8-hour day positions in the same work week.

SECTION 2 – Starting Time

The current agreement provisions are revised in order that, when Carmen craft employees at the Portsmouth Car Shop, Decatur Car Shop, or Macedonia Car Shop are assigned to a four 10-hour day work week arrangement, the following shifts may be assigned:

(A) Day shift will have a 6:00 am starting time with a 30 minute unpaid lunch period between 11:00 a.m. and 11:30 am (for a shift of 6:00 a.m. to 4:30 pm).

(B) Evening shift will have a 6:00 pm starting time and work a spread of ten consecutive hours, including an allowance of 20 minutes for lunch within the limits of the fifth hour (for a regular shift of 6:00 pm to 4:00 am), unless management and the affected employees at a particular location mutually agree to use a different starting time instead of 6:00 pm.

(C) The above does not preclude the starting time of one or a small group of employees, such as shop set-up or clean-up crew, from being bulletined different from 6:00 am or 6:00 pm based on actual service requirements.

SECTION 3 – Vacation, Holiday, Bereavement, Jury Duty and Personal Leave Pay

(A) While working a regular 10-hour work day assignment, the reference to a basic day's pay for vacation pay, holiday pay, personal leave pay, bereavement leave pay, and jury duty pay, will consist of 10 hours pay at the straight time rate of pay for each day of such leave, except, in the event a holiday falls on a rest day of an employee assigned to a four 10-hour day work week position, such employee will only receive eight hours pay for holiday pay.

(B) A vacation week will be forty hours in four 10-hour or five 8-hour day increments, depending on the individual employee's assignment. Employees may elect to take one week of their scheduled vacation in single day increments, as provided in Rule 51 of the January 1, 2003 Agreement, as an 8-hour vacation day or a 10-hour vacation day, depending on the individual employees' assignment. However, if an employee's remaining vacation hours are less than the hours of his basic work day, when the employee takes his remaining "fractional day" of vacation, the employee will also be excused from work without pay for the remaining portion of that same workday. Such excused absence will not be held against employees for the purpose of demonstrating excessive absenteeism.

SECTION 4 – Calls and Work on Assigned Rest Days

(A) In that certain Carmen craft employees will have three consecutive rest days while working a four 10-hour work day schedule, service performed on the third rest day will be paid at double the basic straight time rate, instead of at the rate of time and one-half, provided the employee has worked all the hours of his assignment in that work week and has worked on the first or second rest day of his work week. Similarly, service performed on the second rest day will continue to be paid at double the basic straight time rate, instead of at the rate of time and one-half, provided the employee has worked all the hours of his assignment in that work week

and has worked on the first rest day of his work week. However, emergency work paid for under the call rules will continue to not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

(B) During a work week that consists of four 10-hour work days, an employee called in to perform emergency work outside bulletined hours shall receive pay for not less than seven (7) hours at the straight time rate of pay.

SECTION 5 - Vacation Qualifying Credit

For vacation qualifying purposes Carmen craft employees working a four 10-hour day work week will be credited 1.25 days for each day on which they render compensated service.

SECTION 6 – Benefits Credit

Where applicable, the 7 day monthly minimum for Health and Welfare eligibility will be calculated by crediting an employee with 1.25 days for each 10 hour day worked

SECTION 7 – Stabilization

The utilization of regular work weeks consisting of four 10-hour work days is intended to make accomplishment of certain car programs at the Portsmouth Car Shop, Decatur Car Shop, and Macedonia Car Shop operation more viable. In the event that no car programs are being performed at one of these locations the Carmen International Representative will have the unilateral right to suspend the use of the four 10-hour day work week arrangement at that location, upon written notification to the designated Carrier officer at least 7 days in advance, until this requirement for car program work is restored at such location.

SECTION 8 – Trial

The arrangement allowing for regular work week schedules consisting of four 10-hour work days with three consecutive rest days will be subject to a 6 month trial period. Prior to the expiration of the trial period, the Carrier and the Carmen International Representative will discuss whether any adjustments in the arrangement are to be made.

SECTION 9 – Effect of Agreement

This Agreement modifies and amends the existing rules (or parts thereof) to the extent addressed herein. Other rules and/or agreements not in conflict herewith shall remain in effect. Should any unforeseen issues or unintended consequences arise as a result of the implementation of the four 10-hour day work week arrangement, the parties agree to work to jointly resolve such issues on an amicable basis.

This Agreement is intended to address a particular situation and will not establish any practice or precedent. Furthermore, this Agreement is without prejudice to the parties' positions as to interpretations of the respective labor agreements, existing or future labor claims (not related to the application or enforcement of this Agreement), or as to proposals that have or may be advanced by either party in Railway Labor Act (RLA) Section 6 negotiations (including, but not limited to, those issues subject to mandatory national handling). The parties agree that this Agreement was made on a voluntary basis and was not mandatory under the RLA.

The provisions hereof are without prejudice to the position of either party and will not be cited as a precedent in the future by either party or be referred to in any other case or in the context of any national negotiations.

This agreement is to become effective on January 3, 2011.

Signed at Norfolk, Virginia on DEC 15, 2010.

FOR THE EMPLOYEES:

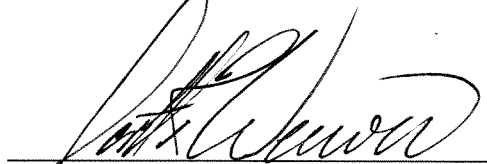


Roger Cain,
International Representative, BRC



G. E. Maslanka, Director Railroad Division, TWU
International Vice President

FOR THE NORFOLK SOUTHERN
RAILWAY COMPANY:



S. R. Weaver,
Assistant Vice President



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

S. R. Weaver
Assistant Vice President
Labor Relations
(757) 629-2453

December 8, 2010

CN-CM-6-104

Mr. R. E. Cain, International Representative
Brotherhood Railway Carmen Division - TCU
204 Merry Hill Road
Sterrett, Alabama 35147

Mr. G. E. Maslanka, Director Railroad Division
Transport Workers Union
501 3rd Street NW
Washington, DC 20001

Gentlemen:

This refers to our discussion on December 6, 2010, concerning the Intermodal Terminals to be constructed on the Crescent Corridor, which, along with other improvements being made by the Carrier along this 2,500 mile route from Memphis and New Orleans to New Jersey, will enable the handling of more rail freight traffic. The parties recognize the growth opportunity presented by the Crescent Corridor and desire to arrange for an efficient operation that will support the train traffic growth potential and enhance job stability for members of your craft. Accordingly, although there is no requirement to use employees covered by the current January 1, 2003 Agreement to perform work at each of the Intermodal Terminals to be constructed on the Crescent Corridor, the parties agree, without prejudice to the position of either party, to staff certain locations with members of your craft under the terms set forth below.

I. Work Points Covered – At the new Intermodal Terminals to be located at Rossville, Tennessee, McCalla, Alabama, Charlotte, North Carolina, and Greencastle, Pennsylvania, as well as at the Intermodal Terminal to be located at Prichard, West Virginia, Carrier employees represented by BRC or by TWU will be assigned to perform mechanical work at these outlying point locations. The Carmen positions established at these five Intermodal Terminals may be required to perform any mechanical work assigned pertaining to the Intermodal Terminal operation or in road work.

II. Filling Positions – Rossville, Tennessee, McCalla, Alabama, Charlotte, North Carolina, Greencastle, Pennsylvania, and Prichard, West Virginia Intermodal Terminals will constitute new seniority points for Carmen.

A. Permanent Carmen vacancies or new Carmen positions assigned at these Intermodal Terminals will be bulletined in accordance with Rule 17 of the January 1, 2003 Agreement, as follows:

- Rossville, Tennessee Intermodal Terminal positions or vacancies bulletined first to Carmen at Memphis, Tennessee
- McCalla, Alabama Intermodal Terminal positions or vacancies bulletined first to Carmen at Birmingham, Alabama
- Charlotte, North Carolina Intermodal Terminal positions or vacancies bulletined first to Carmen at Charlotte, North Carolina
- Greencastle, Pennsylvania Intermodal Terminal positions or vacancies bulletined first to Carmen at Harrisburg, Pennsylvania
- Prichard, West Virginia Intermodal Terminal positions or vacancies bulletined first to Carmen at Kenova, West Virginia, and second preference to Carmen at Portsmouth, Ohio

B. For each of these five Intermodal Terminal locations, the successful applicant would establish a seniority date at the respective Intermodal Terminal, as of the first day of service on the Intermodal Terminal position. Such successful applicant would retain their applicable seniority at their home point, but may return to their home point only in the event there is no position they may fill in the exercise of their seniority rights at the respective Intermodal Terminal where they established seniority. However, to meet service requirements, the Carrier may require Carmen assigned to a position at one of these Intermodal Terminals to temporarily report at the home point referenced in Paragraph A and augment the local forces. In like manner, Carmen assigned to Greencastle, Pennsylvania Intermodal Terminal positions may also be required to temporarily report at Vardo Yard, Hagerstown, Maryland.

In the event of a reduction in force resulting in the furlough of Carmen at one of the home points referenced in Paragraph A, such furloughed Carmen would not be allowed to displace a junior Carman assigned to a position at the Intermodal Terminal, which is a separate seniority point.

If the above process fails to fill all of the Carmen positions available at any of the involved Intermodal Terminals, such additional Carmen positions, if filled, may then be filled in accordance with Rule 16 – Transfers of the January 1, 2003 Agreement or by the employment of journeymen Carmen, if available, or student mechanics.

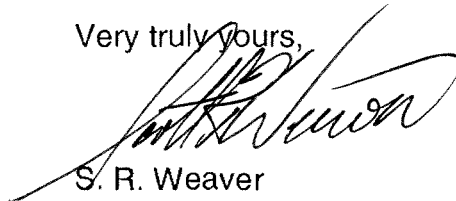
III. Starting Times – Pursuant to Rule 3 (D) of the November 9, 2007 Letter of Agreement, “the starting time of one or a small group of employees may be bulletined different from the established starting time as referred to in this rule, based on actual service requirements and after discussion between the proper company officer and the international representative.” In the application of this provision to the involved Intermodal Terminals, it is understood that the service requirements may necessitate either a one-shift or two-shift operation where one or both shifts differ from the established starting time intervals or the staggering of starting times for overlapping shifts.

IV. TTX – Management will maintain the right to designate a track(s) at each of these Intermodal Terminals where TTX personnel may perform upgrade/program work to TTX freight cars.

Except as expressly stipulated herein, the rules, rates of pay, and working conditions pursuant to the January 1, 2003 Agreement, as amended, will apply to Carmen positions established at the Rossville, Tennessee, McCalla, Alabama, Charlotte, North Carolina, Greencastle, Pennsylvania, and Prichard, West Virginia Intermodal Terminals.

Please indicate your concurrence in this matter by signing in the space below and returning a copy for our files.

Very truly yours,



S. R. Weaver
Assistant Vice President
Labor Relations

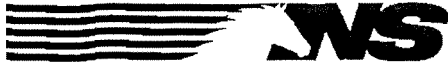
Agreed:



R. E. Cain, International Representative
BRC Division, TCU



G. E. Maslanka, Director Railroad Division, TWU
International Vice President



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

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Assistant Vice President
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(757) 629-2453

December 8, 2010

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Mr. R. E. Cain, International Representative
Brotherhood Railway Carmen Division - TCU
204 Merry Hill Road
Sterrett, Alabama 35147

Mr. G. E. Maslanka, Director Railroad Division
Transport Workers Union
501 3rd Street NW
Washington, DC 20001

Gentlemen:

This refers to our discussion on December 6, 2010, concerning the staffing of the Intermodal Terminals to be constructed on the Crescent Corridor, as well as at Prichard, West Virginia, and the establishment of four ten-hour day work weeks at the program car shops. In reaching those agreements the parties also enter into the understanding detailed below.

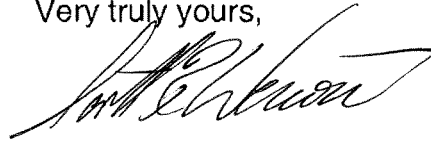
The parties agree that the Carrier retains the right to cancel the December 8, 2010 letter of agreement to staff certain Intermodal Terminals with members of your craft in its entirety by written notice to the representatives in the event that the Carrier determines that safety/performance at any one of these five Intermodal Terminals falls below a satisfactory level. However, in the event that the Carrier does exercise the right to cancel this letter of agreement and replace the Carrier's Carmen force at any of the five covered Intermodal Terminals:

- The previous performance of work by Carmen at the Intermodal Terminal location(s) pursuant to the December 8, 2010 letter of agreement will not serve as any restriction on the Carrier's right to subsequently assign mechanical work at the location(s) or at any new Intermodal Terminals to other than Carmen.
- The appropriate Carmen International Representative may elect to cancel the four ten-hour day work week arrangement for the program Car Shops, by giving the designated Carrier Officer 30 days written notice.

Messrs. Cain and Maslanka
December 8, 2010
CN-CM-6-104
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Please indicate your concurrence in this matter by signing in the space below and returning a copy for our files.

Very truly yours,

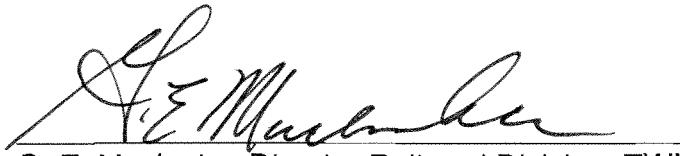


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Assistant Vice President
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BRC Division - TCU



G. E. Maslanka, Director Railroad Division, TWU
International Vice President