

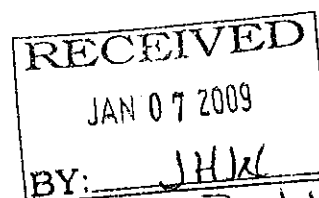


Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

A. J. Licate
Director
Labor Relations
(757) 629-2470

January 5, 2009

CS-AC-1-33-2



Copies: R. Johnson, GP
A. Novakovic VP
R. Cain, ALE
D. Wilson LC
S. Spears, CUE

Messrs. J. C. Collins, General Chairman, SMWIA
H. A. Fiery, General Chairman, IBEW
D. L. Hamilton, Director Railroad Division, IBBISBBF&H
J. M. Perry, General Chairman, IAMAW
J. H. Wright, International Representative, BRC


Gentlemen:

One fully executed original of the signed Agreement that provides for Charlotte Roadway Shop employees, in the respective crafts referenced above, to work regular schedules consisting of four ten-hour work days with three consecutive rest days commencing on January 5, 2009, is attached to each of your respective letters. One fully executed original of the signed "me-too" letter is similarly attached. We are also distributing one set to the Charlotte Roadway Shop management.

Thanks for your prompt assistance in this matter.

Very truly yours,

A. J. Licate

By: 
Assistant Director
Labor Relations

Enclosure

cc: P. D. Bissette – w/enclosure

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its

CHARLOTTE ROADWAY SHOP EMPLOYEES

represented by the

BROTHERHOOD OF RAILWAY CARMEN DIVISION – TCU
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS & HELPERS
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

WHEREAS, the parties desire to enter into a special arrangement solely applicable at the Charlotte Roadway Shop (CRS) to provide for regular work week schedules consisting of four 10-hour work days with three consecutive rest days;

WHEREAS, the implementation of a four 10-hour day work week requires providing revisions to certain current provisions that will only be applicable to the CRS while the four 10-hour day work week is in effect and 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 all CRS employees will be assigned a regular work week of either Monday through Thursday (with Friday through Sunday as rest days) or Tuesday through Friday (with Saturday through Monday as rest days) and with ten hours constituting a basic day's work. The initial distribution of the respective four 10-hour day Monday – Thursday and Tuesday – Friday work weeks among the positions of the current employees in the various locations of the CRS will be as follows:

Monday – Thursday Work Week

- '91 Heavy Repair Shop
- '99 Heavy Repair Shop
- Component Shop – Component work
- Component Shop – Machine Shop
- All Second Shift

Tuesday – Friday Work Week

- Old Heavy Repair Shop
- Component Shop – Blacksmith Shop
- Component Shop – Hydraulic Rebuild

However, notwithstanding the above, the following areas will have some positions on a Monday – Thursday work week and other positions on a Tuesday – Friday work week:

- Blacksmith Shop – of the current employees (13 IBBISBBF&H, 2 IAMAW, 1 SMWIA) 3 Blacksmiths will have Monday through Thursday work weeks while the remaining employees will have Tuesday through Friday work weeks.
- Hydraulic Room - of the current employees (3 IAMAW and 1 BRC) 1 Machinist will have Monday through Thursday work weeks while the remaining employees will have Tuesday through Friday.
- Transmission Area – 1 Machinist will have Monday through Thursday work weeks and the other Machinist will have Tuesday through Friday work weeks.
- Cylinder Area – 2 Machinists will have Monday through Thursday work weeks and the other 1 Machinist will have Tuesday through Friday work weeks.
- Machine Shop - of the current employees (11 IAMAW and 2 IBEW) 3 Machinists will have Tuesday through Friday work weeks while the remaining employees will have Monday through Thursday work weeks.
- Steam Cleaning - 1 Laborer will have Monday through Thursday work weeks and the other Laborer will have Tuesday through Friday work weeks.
- Painting - 1 Carman/Painter will have Monday through Thursday work weeks and the other Carman/Painter will have Tuesday through Friday work weeks.

(B) Seniority and qualifications among the employees currently assigned in the respective area will determine who will be regularly assigned to the Monday through Thursday or to the Tuesday through Friday work week schedules, upon the initial implementation of the four day work week arrangement. Subsequent vacancies or new positions will be bulletined in accordance with existing rules and the bulletin will designate whether the position has a Monday through Thursday or a Tuesday through Friday work week schedule.

(C) The respective four day work weeks are staggered with some employees having Monday through Thursday schedules and others having Tuesday through Friday schedules to provide for a five day operation at CRS. Accordingly, employees regularly assigned to work on a Monday (or Friday) may perform service in another area where some or all of the regular employees have Monday (or Friday) as a rest day. Such use of employees in another area during their regular assigned work day to meet operational needs will not require the Carrier to call in or schedule to work other employees who are regularly assigned in the area where the service is to be performed but are observing their rest day. The determination of which employees will be required during their regular work day to perform service in another area is based on respective job priorities and then seniority. When job priorities allow more employees to be available than are needed to perform the service required in another area, the opportunity to perform such service will first be offered among the available employees in seniority order. If a sufficient number of such employees do not indicate a desire to accept the opportunity, then the required number of employees will be obtained by assigning the remaining work in inverse seniority order.

(D) It is understood that Student Mechanics may be moved between work weeks of Monday – Thursday and Tuesday – Friday during their training until they fill an established journeyman position.

SECTION II – Starting Time

The current provision is revised in order that when CRS employees are assigned to four 10-hour day work week schedules:

- First shift will have a 6:00 am starting time with a 30 minute unpaid lunch between 11:30 am and noon (for a regular shift of 6:00 am to 4:30 pm).
- Second shift will have a 4:00 pm starting time, work straight through, but include an allowance of twenty (20) minutes for lunch within the limits of the fifth hour (for a regular shift of 4:00 pm to 2:00 am).

SECTION III – Holiday Weeks

CRS employees continue to receive eight hours pay for the enumerated holidays in accordance with the existing qualifying requirements. However, for any week that contains a holiday the work week for all CRS employees will revert to the five 8-hour day Monday through Friday work day schedules. For such week the starting times for the first shift will be 6:00 am and for the second shift will be 2:00 pm.

SECTION IV – Bereavement, Jury Duty and Personal Leave

While working a four 10-hour day work week schedule, the reference to a basic day's pay, as payment or allowance for the prescribed time lost or personal leave, will consist of 10 hours.

SECTION V - Vacation

In that CRS employees will be subject to work schedules consisting of either 10-hour or 8-hour basic days, and may take some vacation in less than one-week increments, an employee's annual vacation entitlement will be administered on an hourly basis. When allowed to take vacation in less than a weekly increment, CRS employees will receive 10 hours of vacation when the vacation is taken during a work day in a four 10-hour day work week schedule and 8 hours of vacation when the vacation is taken during a five 8-hour day work week schedule. Vacation is not to be taken in less than a full work day's increment. However, if an employee's remaining vacation hours are less than the hours of a basic work day, when the employee takes this 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 VI – Calls And Work On Assigned Rest Days

(A) In that CRS employees have three consecutive rest days while working a four 10-hour 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 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 will receive pay for not less than seven (7) hours. However, this seven-hour minimum allowance will not apply to service performed on a rest day when such service was scheduled in advance of the rest day.

SECTION VII – Credited Service

With respect to vacation qualification and days of training under the Student Mechanics Agreements, CRS employees will be credited 1.25 days for each work day when observing a four 10-hour day work week. However, on any 10-hour basic day that the CRS employee clocks out early, such employee will be credited for only one day, even if the employee worked more than eight hours.

SECTION IX – Trial And Termination

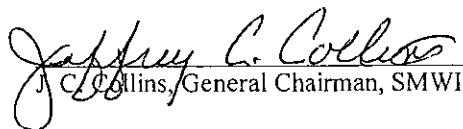
The arrangement for regular work week schedules consisting of four 10-hour days with three consecutive rest days will commence on January 5, 2009, on a 90 day trial basis. Prior to the expiration of the 90 day trial, the Carrier and the collective shop craft representatives will discuss whether any adjustments in the arrangement are to be made or whether either party will cancel the trial, and the CRS revert back to the former five 8-hour day work schedules. If not cancelled during the 90 day trial, the arrangement detailed in Sections I through VIII above, including any agreed-to adjustments, will remain in effect unless the Carrier or the collective shop craft representatives exercise their respective right to subsequently terminate the arrangement. Either the Carrier or the collective shop craft representatives (as opposed to the individual shop craft representatives) respectively retain the right to terminate the arrangement and revert to the former five 8-hour day schedules. Such termination will occur upon either of the two parties notifying the other in writing at least 90 days in advance of the stipulated termination date.

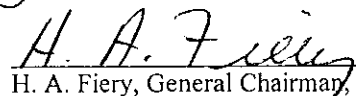
SECTION X – Effect Of Agreement

This memorandum of understanding modifies and amends the existing rules (or parts thereof) to the extent addressed herein. Other 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 schedules, the parties agree to work to jointly resolve such issues on an amicable basis.

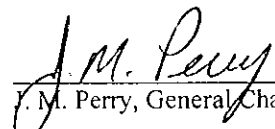
Signed at Norfolk, Virginia this 30th day of December 2008.

FOR THE EMPLOYEES:


J. C. Collins, General Chairman, SMWIA

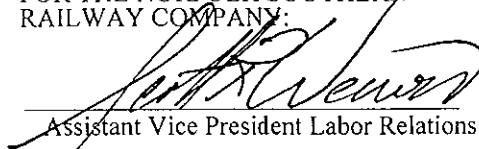

H. A. Fiery, General Chairman, System Council No. 6, IBEW

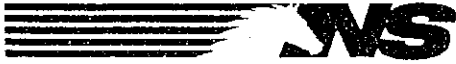

D. L. Hamilton, Director Railroad Division, IBBISBBF&H


J. M. Perry, General Chairman, IMAW


J. H. Wright, International Representative, BRC

FOR THE NORFOLK SOUTHERN
RAILWAY COMPANY:


Assistant Vice President Labor Relations



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

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

December 19, 2008

CS-AC-1-33-2

Messrs. J. C. Collins, General Chairman, SMWIA
H. A. Fiery, General Chairman, IBEW
D. L. Hamilton, Director Railroad Division, IBBISBBF&H
J. M. Perry, General Chairman, IAMAW
J. H. Wright, International Representative, BRC

Gentlemen:


This refers to the new Agreement that provides for Charlotte Roadway Shop employees, in the respective crafts referenced above, to work regular schedules consisting of four ten-hour work days with three consecutive rest days commencing on January 5, 2009.

As you are aware, Charlotte Roadway Shop employees represented by TCU or by NCF&O are not included in this agreement. It is agreed that should the Carrier subsequently negotiate a four ten-hour day work week arrangement that provides greater benefits or more favorable terms with any of the other crafts employed at Charlotte Roadway Shop, the five shop crafts party to the agreement that commenced on January 5, 2009, would have the option to receive the same level of benefits and/or terms for the employees they represent under the same conditions that the higher benefits and/or terms were granted to the employees of the other crafts.

Very truly yours,

Agreed:

J. C. Collins, General Chairman, SMWIA
H. A. Fiery, General Chairman System Council No. 6, IBEW
D. L. Hamilton, Director Railroad Division, IBBISBBF&H
J. M. Perry, General Chairman, IAMAW
J. H. Wright, International Representative, BRC



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

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

April 16, 2009

CS-AC-1-33-2

Messrs. J. C. Collins, General Chairman, SMWIA
R. A. Edmonds, Jr., President & General Chairman, NCF&O
H. A. Fiery, General Chairman, IBEW
D. L. Hamilton, Director Railroad Division, IBBISBBF&H
J. M. Perry, General Chairman, IAMAW
J. H. Wright, International Representative, BRC

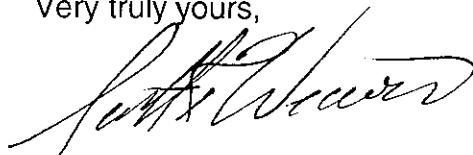
Gentlemen:

This refers to the December 30, 2008 and January 13, 2009 agreements that provided for Charlotte Roadway Shop employees, in the respective crafts referenced above, to work regular schedules consisting of four ten-hour work days with three consecutive rest days commencing in January 2009. Those agreements contemplated that the parties would discuss, prior to the expiration of the first 90 days, whether any adjustments will be made to the arrangement. Based on those discussions, the existing agreement will be revised with respect to Credited Service for working ten-hour basic days as follows:

With respect to vacation qualification and days of training under the Student Mechanics Agreements, CRS employees will be credited 1.25 days for each work day when observing a four ten-hour day work week. If such employee clocks out prior to the completion of the full ten-hour shift, the employee will receive the 1.25 credit if more than eight hours were worked. However, on any ten-hour basic day that the CRS employee clocks out prior to the completion of eight hours of service, such employee will be credited for only one day.

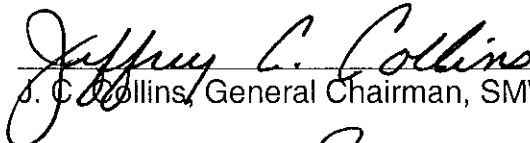
This revision to the existing provision of the handling of Credited Service will be retroactive to when the four ten-hour day work week schedules were implemented in January 2009. Please indicate your concurrence by signing below.

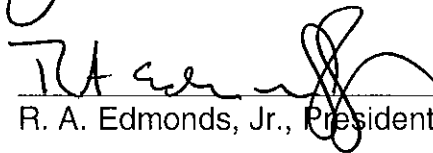
Very truly yours,

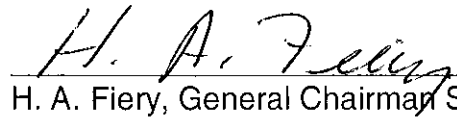


J. C. Collins, et al.
April 16, 2009
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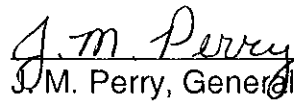
Agreed:


J. C. Collins, General Chairman, SMWIA


R. A. Edmonds, Jr., President & General Chairman, NCF&O


H. A. Fiery, General Chairman System Council No. 6, IBEW


D. L. Hamilton, Director Railroad Division, IBBISBBF&H


J. M. Perry, General Chairman, IAMAW


J. H. Wright, International Representative, BRC