

NORFOLK SOUTHERN

SIDE LETTERS

AND

ADMENDMENTS



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

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

June 23, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists & Aerospace Workers and employed by the Norfolk Southern Railway Company.

It is agreed that the following agreements and understandings, having limited application on a local basis only, will continue to apply and remain in full force and effect:

- Understanding concerning work classification of carmen, blacksmiths, and machinists at Charlotte Roadway Shop dated June 30, 1980.
- Agreement for the implementation of a four 10-hour day work week at Charlotte Roadway Shop dated December 30, 2008, including the letters of understanding dated December 19, 2008 and April 16, 2009.

Copy of these agreements is attached hereto for reference.

Very truly yours,

I agree:

B. K. Orwan, General Chairman, IAMAW

J. M. Perry, General Chairman, IAMAW



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

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Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to hourly-rated shop craft employees, including those employees working in roadway shops, who are represented by the International Association of Machinists and Aerospace Workers and employed by the Norfolk Southern Railway Company.


This confirms that the monthly-rated Pump Repairers represented by IAMAW working in the Engineering Department will continue to work under the provisions of the March 1, 1975 Agreement, until such time as that agreement is amended or revised, expressly with respect to Pump Repairers.

Very truly yours,

I agree:

B. K. Orwan, General Chairman, IAMAW

J. M. Perry, General Chairman, IAMAW


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

K. K. Ashley
Director
Labor Relations
(757) 629-2487

April 24, 2012

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers
936 South Meadow Lane
Palmyra, Pennsylvania 17078

Dear Mr. Orwan:

This is in reference to our discussion about the probationary period that corresponds with the amount of deferred suspension assessed as a result of a formal investigation or a waiver of a formal investigation.

The probationary period begins and runs concurrently with the date of the actual incident. The probationary period is not measured from the date of the formal investigation, waiver, or discipline letter rather it begins on the date of the incident itself.

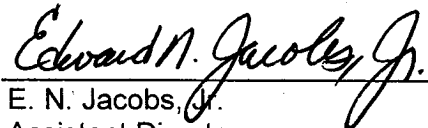
For your reference the deferred suspension time and subsequent probationary period is outlined in the table below:

Deferred Suspension	Probation Period
5 Days	3 Months
10 Days	6 Months
15 – 29 Days	9 Months
30 Days	12 Months

If you have any questions regarding this project or wish to discuss it further, please let me know.

Very truly yours,

K. K. Ashley

By: 
E. N. Jacobs, Jr.
Assistant Director
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

June 23, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists & Aerospace Workers and employed by the Norfolk Southern Railway Company.

In connection with this new agreement and Appendix K attached to the new agreement, it is agreed that all machinists paid at a higher rate of pay on the effective date of the new agreement will be grandfathered at that higher rate on an attrition basis for so long as they are employed in the machinist craft. All machinists employed subsequent to the effective date of the new agreement will be paid the applicable rate of pay as found in Rule 27 of the new agreement.

Very truly yours,

I agree:

B. K. Orwan, General Chairman, IAMAW

J. M. Perry, General Chairman, IAMAW



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

S. R. Weaver
Assistant Vice President
Labor Relations
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June 23, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinist & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinist & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists & Aerospace Workers and employed by the Norfolk Southern Railway Company.

It is understood that employees currently holding a position whose rate of pay is greater than the corresponding rate of pay applicable under this agreement will continue to receive such higher rate of pay until such time as they leave the position they occupy through bid or displacement, or their position is abolished. Thereafter, such employees' rates of pay will be determined by the rates of pay applicable to the new system wide single agreement.

Very truly yours,

I agree:

B. K. Orwan, General Chairman, IAMAW

J. M. Perry, General Chairman, IAMAW



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

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

June 23, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists and Aerospace Workers and employed by the Norfolk Southern Railway Company.

The Company will initially furnish a number of printed copies to the IAMAW for distribution to their designated representatives. The number furnished will be determined at the time the new agreement is signed.

The new agreement will be made available to the employees in electronic format within sixty (60) days of the effective date of the new agreement.

Very truly yours,

Agreed:

B. K. Orwan, General Chairman, IAMAW

J. M. Perry, General Chairman, IAMAW



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

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

June 23, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

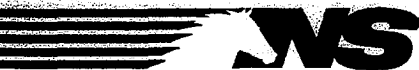
This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists & Aerospace Workers and employed by the Norfolk Southern Railway Company.

In connection with this new agreement, it is agreed that we will hold open the issue of application of existing memorandum agreements and understandings, having limited application on a local basis only, for a period of six months following the date the new agreement is signed to allow the parties time for extra review of any previously undiscovered local agreements and understandings. The parties commit to expeditiously begin this review process.

Very truly yours,

I agree:

B. K. Orwan, General Chairman, IAMAW
J. M. Perry, General Chairman, IAMAW



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

D. L. Kerby
Director
Labor Relations
(757)629-2405

August 6, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

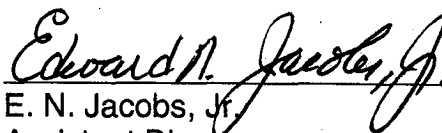
Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists and Aerospace Workers and employed by the Norfolk Southern Railway Company.

Since this new agreement is to be made available to the employees in an electronic format, we committed that upon request to the appropriate Company official at the employee's work location a machinist craft employee may utilize our facilities and equipment in order to print a copy of the new agreement.

Very truly yours,

D. L. Kerby

By: 
E. N. Jacobs, Jr.
Assistant Director
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

June 23, 2010

AG-IAM-2008-1

Mr. B. K. Orwan, General Chairman
International Association of Machinists & Aerospace Workers - District 19
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Mr. J. M. Perry, General Chairman
International Association of Machinists & Aerospace Workers - District 19
P. O. Box 279
Petros, Tennessee 37845

Gentlemen:

This refers to the new NSR/IAMAW Agreement effective September 1, 2010, which is applicable only to shop craft employees, including those working in roadway shops, who are represented by the International Association of Machinists & Aerospace Workers and employed by the Norfolk Southern Railway Company.

In connection with this new agreement, it is agreed that all machinists working as appointed hourly rated gang leaders (Supervisory Gang Leaders) as established in accordance with Rule 18, are not permitted to, at anytime, perform service as a machinist working with their tools, such as working on holidays, rest days, etc.

Very truly yours,

I agree:

B. K. Orwan, General Chairman, IAMAW

J. M. Perry, General Chairman, IAMAW

MEMORANDUM AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

Section E - Time Limit of Appeals of Rule 29 – Discipline of the Agreement between Norfolk Southern Railway Company and International Association of Machinists and Aerospace Workers dated September 1, 2010, is hereby amended, effective October 1, 2011, to read in its entirety as follows:

Section E – Time Limit of Appeals

1. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be presented in writing and subsequently handled in accordance with Article V of the August 21, 1954 Agreement. However, there shall not be more than two (2) succeeding officers involved in the discipline appeals process, and the employee or the General Chairman may appeal from the decision directly to the highest officer of the Carrier designated to handle disputes under the Railway Labor Act, and the Carrier officer whose decision is being appealed in all cases shall be notified within the time frame of the rejection of his decision.

2. If at any point in this appeals procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with his seniority and other rights unimpaired and made whole for time lost, if any, less outside earnings resulting from said suspension or dismissal. An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the National Health and Welfare Plan as if he or she had not been suspended or dismissed in the first place.

3. If discipline is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

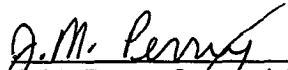
Signed at Norfolk, Virginia on September 28, 2011.

FOR THE EMPLOYEES:


B. K. Orwan, General Chairman

FOR THE CARRIER:


S. R. Weaver, Assistant Vice President


J. M. Perry, General Chairman

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its employees represented by

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

It Is Hereby Mutually Agreed As Follows:

The Agreement between the parties hereto, dated May 6, 1971, as well as all subsequent Student Training Agreements, including the March 28, 1974 Agreement, as amended; the June 1, 1984 Agreement, as amended; the May 27, 1993 Agreement, as amended; and the May 1, 2008 Agreement, are hereby cancelled in their entirety and, effective July 1, 2012, the following shall apply:

The parties hereto agree and recognize that joint, cooperative efforts between them are required to provide a workable training program that can realistically improve the availability of competent mechanics who are skilled in the respective trades.

The parties therefore mutually agree to modernize the former training agreements, as revised, as set forth herein below.

SECTION 1 - General Committee on Training

(a) A General Committee on Training is hereby established which shall be composed of two representatives of management, who shall be selected by the proper officer of the Carrier, and two representatives of the organization, who shall be selected by the proper officer of the Organization.

(b) Officers of the Committee, a Chairman and Secretary, are to be selected - one from representatives of management and one from representatives from the Organization. The Chairman shall be selected by management and the Secretary by the Organization.

(c) The purpose and function of the General Committee on Training provided for herein shall be to act in an advisory capacity to the designated representatives of management in the matter of training schedules and training concentration with the view of continually improving and upgrading the training programs.

(d) The Committee Chairman shall arrange regular meetings semi-annually which must be attended by the Committee members or their representatives. Special meetings may be arranged for by the Committee Chairman or at the request of two or more of the Committee members.

SECTION 2 - Selection of Student Machinists

(a) The selection of Student Machinists shall be on the basis of background, experience, ability to learn and other factors relative to job performance. Student Machinists will be selected without regard to race, creed, color, sex or national origin.

(b) For the purposes of this agreement, the term "Student Machinist" is synonymous with the term "Machinist Apprentice."

(c) Qualified journeymen from non-railroad industries may be hired into existing authorized vacancies upon verification of experience and concurrence by Labor Relations and the appropriate General Chairman.

1. If the individual is to be hired at the journeyman's level for a diesel shop or at points where locomotive or car work is to be done, the individual must complete Phases I, II and III of the Student Mechanic Training Program.
2. If the individual is to be hired at a location where locomotive or car work is not required, the individual may be employed as a journeyman mechanic or as a student at the Phase IV level.

SECTION 3 - Probationary Period

The probationary period for Student Machinists who enter Phases I, II and III, or enter Phase IV prior to going through Phase I, II and III, extends to sixty (60) creditable days of training in Phase IV after completion of Phases I, II and III, regardless of the order of training. However, for any Student Machinist who has completed 100 creditable days of training in Phase IV, prior to going through Phases I, II, and III, the probationary period only extends through completion of Phases I, II, and III.

SECTION 4 - Student Machinists Employed After the Effective Date of This Agreement

(a) Individuals employed as Student Machinists after the effective date of this Agreement shall undergo training for a period of not more than two (2) years, i.e., a total of 488 creditable days of training.

Note: Individuals employed as Student Machinists prior to the effective date of this Agreement will also be covered by this Agreement.

(b) The training program shall consist of four basic phases consisting of:

<u>Phase I</u>	Orientation
<u>Phase II</u>	Academic Training
<u>Phase III</u>	Laboratory Training
<u>Phase IV</u>	On-the-Job Training

(c) New hires generally begin their employment as Phase I Student Machinist; however, a person may be initially employed as a Phase IV Student Machinist.

(d) Training time during Phases I, II and III of the training program shall be credited toward the completion of the required creditable days of training as set forth in SECTION 4(a) above.

1. Phase I - Orientation and Phase II - Academic Training of the training program are to be provided by an accredited technical school along the lines of the Carrier. However, Carrier may, at its election, provide its own staff and training facilities at a suitable location on the property, such as the McDonough Training Center.

2. Phase III - Laboratory Training - may be conducted in one of the Carrier's modern repair shops, such as the one at Chattanooga Diesel Shop in Chattanooga, Tennessee, or in a similar facility elsewhere, such as the McDonough Training Center. Student Machinists will receive training instructions and practical experience in the work of their craft as covered by the respective classification of work rule at this specially-equipped, modern shop facility as might otherwise not be available due to lack of facilities at the location at which employed during Phase IV of the training program.
3. Insofar as feasible, Student Machinists shall be assigned during Phase IV - On-the-Job Training, at the point at which they are to be employed as Machinists in the craft upon satisfactory completion of the training program. During this Phase IV, Student Machinists shall receive on-the-job training by performing Machinist's work and working along with qualified mechanics and gaining practical experience performing the various phases of the work of their craft.
4. Student Machinists in Phase IV should be rotated through the various phases of the work of their craft at the location employed, such as, running repair, inspection and servicing, routine maintenance, and heavy repair assignments where such exist. Student Machinists in Phase IV should also be rotated through each of the existing shifts. Such rotation continues to be an exception to the requirements for overtime payments in the rules covering changing shifts in the applicable current agreements. The local Carrier Officer and the Union Representative representing the location concerned should endeavor to co-operate in the scheduling of rotations and in determining the length of the rotation period in a manner consistent with the requirements of the service at the involved location.
5. A creditable day of training during Phase IV shall consist of eight (8) hours, exclusive of overtime. During such Phase IV, Student Machinists shall be assigned a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each with two (2) consecutive days off. Such assignments may consist of work days, rest days, and shifts as designated by the Carrier to best facilitate the training being given at the time and the work schedule established in accordance with item (3) above provided there is a Journeyman Machinist assigned to the same shift. This will not preclude a Student Machinist from occasionally working overtime with a Journeyman to finish a job; however, such overtime use will not be abused to the detriment of other Machinists.

Note: A cumulative record of straight time, in hours and minutes, worked by Student Machinists during Phase IV shall be maintained, and days of training shall be computed on the basis of eight (8) of such hours constituting a creditable day of training. On a point-by-point basis a quarterly status report including each Student Machinist's name, employee identification number, and training days completed will be furnished to the Local Chairman and the appropriate General Chairman. Forty (40) hours is the maximum amount of creditable training time in any work week.

SECTION 5 - Seniority

- (a) Student Machinists entering the Carrier's service on or after July 1, 2012, shall establish seniority as a Journeyman Machinist upon successful completion of 488 creditable days of

training. The seniority date thus established shall be retroactive to the date the employee was first employed as a Student Machinist.

(b) Two or more Student Machinists establishing seniority as Journeymen Machinists on the same date shall be ranked on the seniority roster in accordance with the following guidelines in the order listed:

1. Student Machinists with the earlier hire date shall be ranked senior.
2. Student Machinists who had previous service with the Carrier shall be ranked senior.
3. Student Machinists with earlier birth dates shall be ranked senior.

(c) A Student Machinist, entering the Carrier's service on or after July 1, 2012, who is furloughed at the home point while undergoing training during Phase IV of the Student Machinist Training Program, who is subsequently permitted to transfer to any other point, and who is working at a point to which transferred upon successful completion of the total days of training, shall be treated with respect to establishment of seniority as a journeyman of the craft in the following manner:

1. The Student Machinist involved shall establish seniority and be placed on the Machinist seniority roster at the point to which transferred. The seniority date thus established will be retroactive to the date the employee first worked as a Student Machinist at this point. The employee's name will also be placed on the home point seniority roster. This seniority date will be retroactive to the date the employee first worked as a Student Machinist at the home point.
2. Upon being recalled to the home point in accordance with the applicable recall rule, the Student Machinist may elect, at the time, to remain at the point to which transferred and retain the seniority date established, thereby forfeiting all rights at the former home point, or
3. Upon being recalled to the home point in accordance with the applicable recall rule, the Student Machinist involved may elect to return to the home point, thereby retaining his seniority date at such point and forfeiting all rights at the point to which transferred. Such Student Machinists will be required to report and protect such seniority at the home point within ten (10) days following recall.

(d) In the event an active Student Machinist, entering the Carrier's service on or after July 1, 2012, while undergoing training during Phase IV requests transfer from his home point to another point under Rule 16 of the September 1, 2010 Agreement and such request is granted, the Student Machinist will be given credit for the number of creditable days of training completed prior to the transfer. Upon successful completion of a total of 488 creditable days of training, the Student Machinist will establish a seniority date only at the point to which transferred retroactive to the first day of service at that point.

(e) An employee entering the Carrier's service on or after July 1, 2012, as a Student Machinist, who resigns from the service and is then subsequently rehired as a Student Machinist, shall be treated with respect to the establishment of seniority as a journeyman as follows:

1. Credit will be given for the number of creditable days of training which he completed prior to his resignation from Carrier's service;

2. Upon successful completion of a total of 488 creditable days of training, the employee will establish a seniority date retroactive to the date he was last rehired as a Student Machinist.

SECTION 6 - Rates of Pay for Student Machinists

(a) During Phases I, II, and III of the Training Program, the classroom schedule, i.e., the number of hours each day, not to exceed ten (10), and the number of days each week, will be determined by the classroom instructor as conditions permit and with due consideration to the interest of the majority of the employees.

In the event the Student Machinists are trained for eleven (11) consecutive days under this provision, they will be permitted to take three (3) consecutive days off every other weekend.

(b) Time spent in Phase I, II and III of the Training Program shall consist of not less than five (5) weeks, nor more than twelve (12) weeks, except as otherwise agreed to between the Carrier and appropriate General Chairman. It is understood that Phase IV – On-The-Job Training may also include some classroom instruction.

(c) The rate of pay for Student Machinists during the Training Program, except as provided for in Rule 34, shall be as follows:

1. For the first 40 creditable days of training, Student Machinists shall be paid 50% of the full Machinist rate of pay.
2. For the next 204 creditable days of training, Student Machinists shall be paid 75% of the full Machinist rate of pay.
3. For the next 244 creditable days of training, Student Machinists shall be paid 80% of the full Machinist rate of pay.

(d) Upon completion of 488 creditable days of training and establishment of full journeyman status, the rate of pay shall be increased to the full Machinist rate of pay.

(e) Student Machinists are not entitled to the differential payments provided for in the basic agreement, or any other differential, when engaged in designated differential paying tasks as part of their training.

SECTION 7 - Expenses for Student Machinists

Lodging and meals will be provided by the Carrier for Student Machinists required to live away from their homes during Phases I, II and III of the training program or an allowance will be established therefore. Allowances established will be uniformly applied.

SECTION 8

(a) At points where a temporary vacancy in a position of a Journeyman Machinist (such as one caused by the absence of the assigned Machinist due to illness, accident, or other good cause) has not been filled in accordance with the basic schedule Agreement and results in a Student Machinist being required to work on his normal shift in the absence of a Journeyman Machinist, the Student Machinist so worked (if more than one, the senior Student Machinist on the roster on that shift) shall be compensated for service performed on the shift involved at the full rate of Journeyman Machinist.

(b) Should a Student Machinist at a diesel shop be required on occasion to work a shift in the absence of a Journeyman Machinist on duty, the senior student mechanic on the roster on that shift, shall be paid under the principle of Paragraph (a) above for service performed at the full rate of Journeyman Machinist.

(c) In the event the Carrier is unable to fill overtime needs by calling Journeymen Machinists, and the so-called overtime board has been exhausted, the senior available Student Machinist, if qualified, may be called and used. A Student Machinist so used shall be compensated on the basis of the full rate of a Journeyman Machinist for such service performed.

SECTION 9

This Agreement shall constitute the applicable agreement providing for rates of pay and training for Student Machinists and shall be effective July 1, 2012.

This Agreement signed at Norfolk, Virginia on June 15, 2012.

FOR THE EMPLOYEES:



B. K. Orwan, General Chairman
IAMAW

FOR THE CARRIER:



D. L. Kerby, Assistant Vice President
Labor Relations



J. M. Perry, General Chairman
IAMAW

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its employees represented by

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

It Is Hereby Mutually Agreed As Follows:

Rule 34 of the September 1, 2010 Agreement is cancelled in its entirety and the following shall apply:

RULE 34. TRANSFER FROM ANOTHER SHOP CRAFT

(A) In the event an active or furloughed shop craft employee, including Firemen and Oilers, desires to transfer to the machinist craft to fill an existing vacancy, which cannot be filled from furloughed employees of the machinist craft, it is recognized that he may do so in accordance with the provisions of Rule 16.


(B) If such transferring employee is a journeyman of his craft or transferring from a Firemen and Oilers position, the employee will be placed as a student machinist at the highest step rate paid to student machinists (80% of the full journeyman rate of pay), unless some other arrangement is made by the Company and the General Chairman. Such employee will remain at the 80% rate of pay while in Phase IV until the student attains full journeyman machinist status.

(C) If such transferring employee is a student mechanic of his craft, the employee will be placed as a student machinist and paid in accordance with Section 6 of the Student Machinist Training Agreement (Appendix I).


This Agreement shall become effective on July 1, 2012.

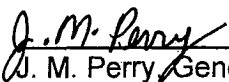
Signed at Norfolk, Virginia on June 15, 2012.

FOR THE EMPLOYEES:


B. K. Orwan, General Chairman
IAMAW

FOR THE CARRIER:


D. L. Kerby, Assistant Vice President
Labor Relations


J. M. Perry, General Chairman
IAMAW

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its

EMPLOYEES

represented by the

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

It is agreed that Rule 40 of the September 1, 2010 Agreement is hereby replaced in its entirety with the following:

WELDING AND CUTTING

RULE 40.

Qualified mechanics or qualified student mechanics of the respective crafts shall do oxyacetylene, thermit, and electric cutting and welding.

A Machinist position which includes oxyacetylene, thermit, and electric cutting and welding may be bulletined as such and filled in accordance with Rule 17.

Where oxyacetylene or other welding and cutting processes are used, each craft shall perform the work which was generally recognized as belonging to that craft prior to the introduction of such process on a point by point basis.

This rule does not preclude mechanics and student mechanics of the respective crafts from using the cutting torch in the performance of regular duties.

To meet the emergencies of the service, those familiar with the process of one craft may work in company with a welder of another craft to assist in the emergency.

The use of cutting torches in the cutting of scrap and in the scrapping of equipment may be assigned to others than mechanics.

Employees not regularly assigned to perform welding work but performing such work will be paid the appropriate differential payment in accordance with Rule 60 and Appendix L.


It is also agreed that Rule 59 of the September 1, 2010 Agreement is hereby revised so that the last paragraph shall read as follows:

Oxyacetylene, thermit, and electric welding on work generally recognized as machinist work; car wheel boring, axle turning, engine inspecting and all other work generally recognized as machinists' work.

This agreement shall be effective August 15, 2012.

Signed in Norfolk, Virginia on August 9, 2012.

FOR THE EMPLOYEES:

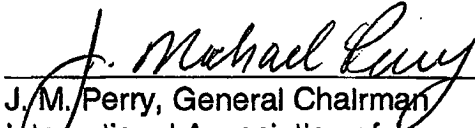


B. K. Orwan, General Chairman
International Association of
Machinists & Aerospace Workers

FOR THE CARRIER:



D. L. Kerby, Assistant Vice President
Labor Relations



J. M. Perry, General Chairman
International Association of
Machinists & Aerospace Workers

AGREEMENT
between
NORFOLK SOUTHERN RAILWAY COMPANY
and its
EMPLOYEES
represented by the
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

(A) Welding Instructor positions to provide classroom and/or hands-on welding instruction may be established on an as-needed basis. This will not preclude other than Machinists from performing welding training.

(B) Any Welding Instructor position established under this agreement will be bulletined to the journeymen Machinists in accordance with the provisions of Rule 17 of the September 1, 2010 Agreement. It is understood that the incumbent of the position may be reassigned to other shifts to perform Welding Instructor duties.

(C) There will be no more than two (2) Welding Instructor positions established for each system diesel shop, locomotive shop, or roadway shop. If future conditions merit, other positions may be established at each shop, but only subject to the concurrence of the General Chairman.

(D) Any Welding Instructor position so bulletined will be assigned to the senior, qualified applicant. The principles contained in Side Letter #16, dated July 31, 1992, apply to these Welding Instructor positions. Additionally, a Welding Instructor will not simultaneously hold a Training Gang Leader position as outlined in Rule 19 of the September 1, 2010 Agreement.


(E) An employee holding a Welding Instructor position will be paid a differential of \$1.00 per hour for time actually spent in performing Welding Instructor duties. These duties will include preparation as well as presentation of training materials/hands-on welding instruction. When not performing such Welding Instructor duties, a Welding Instructor will work with his tools.

(F) When shop forces are reduced, Welding Instructors will be cut off in line with their journeymen Machinist seniority. In the restoration of forces they will be returned to service in accordance with their journeymen Machinist seniority.

(G) Future opportunities to become qualified as a Welding Instructor will be made available occasionally on an as-needed basis to journeymen Machinists who have indicated an interest.


Signed in Norfolk, Virginia on August 9, 2012.

FOR THE EMPLOYEES:


B. K. Orwan, General Chairman
International Association of
Machinists & Aerospace Workers

FOR THE CARRIER:


D. L. Kerby, Assistant Vice President
Labor Relations


J. M. Perry, General Chairman
International Association of
Machinists & Aerospace Workers

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and its

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INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS

It is agreed that Rule 40 of the September 1, 2010 Agreement is hereby replaced in its entirety with the following:

WELDING AND CUTTING

RULE 40.

Qualified mechanics or qualified student mechanics of the respective crafts shall do oxyacetylene, thermit, and electric cutting and welding.

A Machinist position which includes oxyacetylene, thermit, and electric cutting and welding may be bulletined as such and filled in accordance with Rule 17.

Where oxyacetylene or other welding and cutting processes are used, each craft shall perform the work which was generally recognized as belonging to that craft prior to the introduction of such process on a point by point basis.

This rule does not preclude mechanics and student mechanics of the respective crafts from using the cutting torch in the performance of regular duties.

To meet the emergencies of the service, those familiar with the process of one craft may work in company with a welder of another craft to assist in the emergency.

The use of cutting torches in the cutting of scrap and in the scrapping of equipment may be assigned to others than mechanics.

Employees not regularly assigned to perform welding work but performing such work will be paid the appropriate differential payment in accordance with Rule 60 and Appendix L.


It is also agreed that Rule 59 of the September 1, 2010 Agreement is hereby revised so that the last paragraph shall read as follows:

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FOR THE EMPLOYEES:

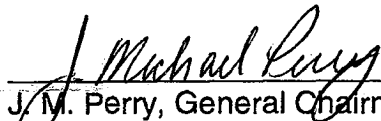


B. K. Orwan, General Chairman
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Machinists & Aerospace Workers

FOR THE CARRIER:



D. L. Kerby, Assistant Vice President
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NORFOLK SOUTHERN RAILWAY COMPANY

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(A) Welding Instructor positions to provide classroom and/or hands-on welding instruction may be established on an as-needed basis. This will not preclude other than Machinists from performing welding training.

(B) Any Welding Instructor position established under this agreement will be bulletined to the journeymen Machinists in accordance with the provisions of Rule 17 of the September 1, 2010 Agreement. It is understood that the incumbent of the position may be reassigned to other shifts to perform Welding Instructor duties.

(C) There will be no more than two (2) Welding Instructor positions established for each system diesel shop, locomotive shop, or roadway shop. If future conditions merit, other positions may be established at each shop, but only subject to the concurrence of the General Chairman.

(D) Any Welding Instructor position so bulletined will be assigned to the senior, qualified applicant. The principles contained in Side Letter #16, dated July 31, 1992, apply to these Welding Instructor positions. Additionally, a Welding Instructor will not simultaneously hold a Training Gang Leader position as outlined in Rule 19 of the September 1, 2010 Agreement.



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

D. L. Kerby
Assistant Vice President
Labor Relations
(757) 629-2405

June 2, 2015

AG-IAMAW-2008-1

Mr. B. K. Orwan, Assistant to the President /Directing General Chairman
International Association of Machinists and Aerospace Workers
936 South Meadow Lane
Palmyra, Pennsylvania 17078-8835

Dear Mr. Orwan:

This refers to our ongoing discussions concerning the desire for Student Journeymen who are assigned at locations on DMMO territories to obtain training at one of the system locomotive shops during their Phase IV Student Training. It was understood that Appendix I – Student Agreement is modified to provide that, in addition to the Laboratory/Classroom training currently done at McDonough during Phases I through III of training, all Students who commence Phase I training after the date of this letter, and are not assigned at one of the System Locomotive Shops or Back Shops, will be required to spend up to six weeks at one of the System Locomotive Shops or Back Shops (Training Shop) during Phase IV On-the-job Training. This change will ensure these students receive appropriate exposure to the range of locomotive service, maintenance, and repair tasks. The training may be completed in installments of three two-week periods consisting of 10 required days of training during each two week period. This training requirement may be waived at the discretion of management in limited circumstances.

In order to obtain consistency for handling travel expenses and application of training, the following guidelines should be followed for this portion of Phase IV training to occur at the Training Shop:

Within the first two months of commencement of Phase I training, the involved students must identify to their supervisor and their local chairman the three two-week periods, they desire to attend and complete their Training Shop requirement during Phase IV training. Requests will be taken into consideration, however, the needs of service at both the home point and Training Shop will control. Training will occur on first shift when practical, but where not practical, management will endeavor to honor the student's preference of second or third shifts.

While at the Training Shop, students will have the option to complete the required 10 days of training in a two week period by either working the 10 days continuous at the straight time rate in order to return to their home point earlier or remaining at the location with two rest days breaking up the required 10 days of training. If, due to unforeseen reasons, the student misses one or more of the required 10 days during the regular training week, the student will make up the missed training on their two rest days or stay additional days at the end of their continuous 10-day period. All make-up days will be paid at the straight time rate.

When allowed to drive a personal vehicle, students will be reimbursed mileage at the applicable NS Mileage rate for all miles driven between their home point location and the Training Shop. If the distance between the two locations is of a nature wherein the employee needs to travel on the evening before the first day of training in order to be properly rested, the employee will be provided lodging for that night in addition to their regular two week period. Supervision at the home point will arrange for the student to have proper MSI lodging that also provides breakfast. Students may be provided a company truck for such trips, or in some cases, students may be asked to travel via airlines at the Carrier's expense. Such methods of travel will be at the discretion of management.

During the Phase IV training at the Training Shop, the student will be provided a daily meal allowance of \$28 for each day that they train, as well as for their two rest days (if applicable). The meal allowance will be paid as a time-code along with the student's regular straight time hours.

Effective the date of this letter, this opportunity to obtain up to six weeks of Phase IV training at a Training Shop will be offered on a voluntary basis to current students who are assigned at DMMO territories.

The requirement to spend up to six weeks in a system shop or back shop for DMMO territory students will be discussed with all potential applicants during NS hiring sessions to ensure their understanding and expectation of the Training Shop requirement involved in the student Phase IV training process.

The parties agree to meet at the expiration of 24 months to discuss the continuation, revision, or abrogation of this agreement.

Please indicate your concurrence by signing in the space below.

Very truly yours,



D. L. Kerby
Assistant Vice President
Labor Relations

I agree:



B. K. Orwan
Assistant to the President /Directing General Chairman