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

K. J. O'Brien
Assistant Vice President
Labor Relations
(757) 629-2453

November 9, 2007

CN-CM-6-105

Mr. J. H. Wright, International Representative
Brotherhood Railway Carmen - Division TCU
P.O. Box 317
Inman, South Carolina 29349

Dear Mr. Wright:

This refers to conference held on September 13, 2007, in connection with Attachment "C" only of your Section 6 Notice dated November 1, 2004, and the Carrier's counter proposals served in connection therewith.

It is agreed that, effective January 1, 2008, the following changes to the January 1, 2003 Agreement will be effective:

A. RULE 2 (G) NONCONSECUTIVE REST DAYS

It is understood that the provisions of Rule 2 (G) shall only be utilized in limited circumstances based on actual service requirements and only after consultation with the International Representative by Labor Relations.

B. RULE 3 STARTING TIME is revised to read as follows:

STARTING TIME

RULE 3

(A) <u>One Shift:</u>

When one shift is employed, the starting time shall not be earlier than 7 o'clock and not later than 8 o'clock. The time and length of the lunch period shall be subject to mutual agreement.

(B) <u>Two Shifts:</u>

Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (A) and the second shift shall start immediately following the first shift, or at 8 p.m. If the second shift is not required at those hours, it may be started at 10 p.m. The spread of the second shift shall consist of

eight (8) consecutive hours, including an allowance of fifteen (15) minutes for lunch within the limits of the fifth hour.

(C) Three Shifts:

Where three shifts are employed, the starting time of the first shift shall be governed by Paragraph (A) and the starting time of the other shifts shall be regulated accordingly. Each shift shall work straight through and the second and third shifts shall be allowed not to exceed fifteen (15) minutes for lunch within the fifth hour.

(D) Establishment of Uniform Commencing and Quitting Time:

The time established for commencing and quitting work for all employees on each shift shall be the same at the respective points, but where three shifts are worked by running repair forces and two shifts by the shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of the shop forces will be governed by the length of their lunch period. This shall not prohibit working temporarily a craft or portion thereof overtime, when necessary, and shall not apply when employees of such forces are available. 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.

EXCEPTION: It is agreed that 3 eight (8) hour shifts may be established under the provisions of paragraph (C) for the employees necessary to the continuous operation of power houses, millwright gangs, heat treating plants, train yard running repair, inspection forces and repair track forces without extending the provisions of paragraph (C) to the balance of the shop forces.

(E) Regularly assigned starting time shall not be changed without at least seventy-two (72) hours' advance notice to the employee or employees occupying the position or positions so changed. When regularly assigned starting times are changed by more than thirty (30) minutes, the employee or employees holding such assignments so changed shall have the option within five (5) days thereafter of exercising a displacement right as provided in Rule 23 (B). Any employee affected thereby shall also have a displacement right as provided in Rule 23 (B).

C. RULE 17 VACANCIES (PERMANENT) OR NEW POSITIONS, RULE 18 TEMPORARY VACANCIES, and RULE 19 VACANCIES OF LONG DURATION are eliminated in their entirety and new RULE 17 is substituted, as follows:

VACANCIES OR NEW POSITIONS

RULE 17

(A) New positions and permanent vacancies shall be bulletined previous to or within ten (10) days following the dates such vacancies occur for a period of five (5) days. A vacancy of thirty (30) days will be considered as permanent.

(B) Applications for such positions or vacancies must be filed in writing with the appropriate Carrier officer on or before 12 midnight of the fifth day of the bulletin period, with copy to the local chairman. Applications of employees failing to follow this procedure will not be considered.

(C) Bulletined positions may be filled temporarily pending assignments.

(D) Assignments to such new positions or vacancies shall be made within twenty (20) days from the date of bulletin and bulletin shall be posted announcing the name of the employee assigned.

(E) An employee shall be given a reasonable trial to prove his qualifications, not to exceed five (5) working days. An employee failing to qualify for the position selected after being given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he will exercise seniority within twenty four (24) hours of his return.

(F) An employee who is absent from work due to vacation, suspension, disability or sickness may, within five (5) days after his return to work from vacation, suspension, disability or sickness make application for positions bulletined during his absence.

If the position the returning employee last held was not bulletined or abolished while he was off, the employee would return to that position and may, within five days after his return, make application for positions bulletined during his absence. It would be the employee's responsibility to determine what positions may have been bulletined.

Any employee affected by an employee exercising a late bid will be entitled to a displacement as provided in Rule 23 B.

If the position the returning employee last held had been abolished, bulletined and awarded to another employee, or held by another employee through a displacement, the returning employee would be entitled to exercise his seniority and displace to any position held by a junior employee.

(G) Bulletins issued under this rule will utilize the sample forms (Appendix B and C) of this agreement. The practice in effect at certain points of including in the Description of Work language such as "all other duties that may be assigned" will be discontinued in line with the following understanding:

1. While it is not possible to define all duties of a position in the "Description of Work", the primary duties of the position shall be included therein.

2. The Carrier continues to have the right to reassign employees temporarily to perform other work of their craft.

(H) Nothing in this rule shall be construed to prevent the blanking of positions during the temporary absence of employees.

In the event it is necessary to fill a position during the temporary absence of an employee the senior qualified employee desiring to do so may be assigned to the temporary vacancy by virtue of his seniority by handling the matter with the appropriate carrier officer and the local representative.

D. RULE 25 EMPLOYEES ABSENT ON LEAVE is revised to read as follows:

LEAVE OF ABSENCE

RULE 25

When the requirements of service will permit, employees, upon written request, will be granted leave of absence, not to exceed thirty (30) days, with privilege of renewal upon written request.

An employee absent on leave, who engages in other employment, will lose his seniority unless special provision has been made therefore by the proper official and local chairman representing his craft.

E. RULE 34 PROMOTION OF HELPERS is eliminated in its entirety.

Accordingly, all other references to "helpers" found in the January 1, 2003 Agreement are likewise eliminated.

F. COMMERCIAL DRIVERS LICENSE

In connection with CDL and FHWA Testing, Licensing, and Certification, the following new RULE 18 shall be applicable:

COMMERCIAL DRIVERS LICENSE (CDL)

RULE 18

1. When an employee is required by the Company to procure a CDL, upon presentation of proof of expenditures, NSR shall reimburse employees for all fees necessary to obtain a CDL License for the first application. Once the CDL is obtained, subsequent renewals or additional endorsements which are required to maintain the license requirements will also be reimbursed for the cost over the normal cost of a regular driver's license.

2. Employees shall be permitted the use of an appropriate NSR vehicle to take the CDL test provided that written request for the use of such vehicle is made to the designated Carrier officer no less than five (5) working days prior to the CDL test.

G. GENERAL PROVISIONS:

This Letter Agreement constitutes full and final settlement of the issues addressed in the Organization's Attachment "C" as referenced above, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

This settlement conforms to the understanding reached in Side Letter #8 dated October 1, 2007, appended to the October 1, 2007 Mediation Agreement.

If the above accurately reflects our understandings, please sign the three copies provided and return one copy to me for further handling.

Very truly yours,

K. J. O'Brien
Assistant Vice President Labor Relations

AGREED:

J. H. Wright
International Representative
BRC, Division - TCU

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

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ENJ

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

S. R. Weaver
Assistant Vice President
Labor Relations
(757)629-2470

December 5, 2008

AG-BRC-1

Mr. J. H. Wright, International Representative
Brotherhood Railway Carmen - Division TCU
P.O. Box 317
Inman, South Carolina 29249-0317

Dear Mr. Wright:

This refers to the January 1, 2003 Agreement between Norfolk Southern Railway Company and the Brotherhood Railway Carmen – Division TCU.

Rule 21(c) is hereby replaced in its entirety with the following:

> The last individual employed in the Carmen craft shall be the first employee laid off, except that at points where Upgraded Student Carmen and/or Student Carmen are employed, the following order shall be followed:
>
> 1) All Student Carmen will be furloughed before any Upgraded Student Carmen or Journeymen Carmen are furloughed.
>
> 2) All Upgraded Student Carmen will be furloughed before any Journeymen Carmen are furloughed.
>
> 3) Journeymen Carmen will be furloughed.
>
> Furloughed Journeymen Carmen will continue to have the right to displace Upgraded Student Carmen at another seniority point. Upgraded Student Carmen shall have no such displacement rights at another seniority point.

The effective date of this change shall be December 1, 2008. Please indicate your concurrence by signing below.

Very truly yours,

S. R. Weaver

Agreed:

J. H. Wright

J. H. Wright, International Representative
Brotherhood Railway Carmen Division TCU

G. E. Maslanka

G. E. Maslanka, Director Railroad Division
Transport Workers Union