

MEMORANDUM OF AGREEMENT
BETWEEN
NORFOLK SOUTHERN RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

WHEREAS Article XII of the February 6, 1992 Imposed Agreement permits carriers to propose the combination or realignment of seniority districts, including all carriers under common control; and,

WHEREAS the former Southern Railway, Norfolk and Western Railway and specified Consolidated Rail Corporation trackage have been brought under common control pursuant to the various transactions approved under the Interstate Commerce Act, subject to *New York Dock* protective conditions; and,

WHEREAS Norfolk Southern Railway has served notice pursuant to Article XII, Section 1 of the February 6, 1992 Imposed Agreement to combine or realign seniority districts in the Cincinnati Terminal area involving trackage from former Southern Railway, N&W Railway and Conrail seniority districts; and,

WHEREAS Article XII, Section 1 of the February 6, 1992 Imposed Agreement provides that the "protection of the Interstate Commerce Act will continue to apply to all such combinations or realignments"; and,

WHEREAS the parties have been unable to agree as to the operational necessity of the proposed combination and realignment of the seniority districts in question or the adverse impact that it may have on the employes, but nevertheless do not desire to submit the matter to final and binding arbitration pursuant to Article XII, Section 2, it is therefore agreed as follows:

SECTION I

On the effective date of this Agreement the:

A) Sharonville (CP246) CJ-245.4 to NS Tower CJ-255.1 double track line, including industrial leads and Sharonville Yard will be removed from the Northern Region - Dearborn Division of the N&W/Wabash Agreement, and,

B) Ivorydale CT-0.0 to Clare CT-9.0 line, including industrial leads, Berry Yard and Clare Yard, Oakley Junction OB-10.10 to East Norwood OB-11.30 line, Clare CV-110.0 to Valley

CV-112.30 line, Eckler (Hopple St.) BE-4.1 to Winton Place E-6.7, the third main line, will be removed from the Eastern Region - Scioto Division of the N&W/Wabash Agreement.

The above identified track segments will be transferred to the Northwest Region - CNO&TP District of the Southern Railway Agreement.

SECTION II

The track segments identified in Section I above will be placed under the jurisdiction of the agreement between the former Southern Railway Company and the Brotherhood of Maintenance of Way Employees effective October 1, 1972 and removed from under the jurisdiction of the agreement between the former N&W/Wabash and the Brotherhood of Maintenance of Way Employees effective July 1, 1986 subject to the following exceptions:

A) Major rehabilitation work such as mechanized rail gang, timber and surfacing gang, or surfacing gang work and new track construction work on the transferred territory or within Gest St. Yard limits shall be performed by forces covered by the June 12, 1992 Designated Program Gang Agreement or the July 1, 1986 NW-Wabash Agreement, as amended.

B) If the number of positions on the Northwest Region - CNO&TP District gang that regularly maintains the transferred trackage (Gest St. Yard gang) is increased beyond the number that exist on the date of this Agreement, the additional positions will be awarded by considering the N&W - Wabash seniority of employees identified in Side Letter No. 1 equally with Southern Northwest Region - CNO&TP District seniority. In addition to posting bulletins for these positions pursuant to Rule 10 of the October 1, 1972 Southern Agreement, bulletins will be posted at reporting points of any gangs located on the line between Sharonville Yard and Columbus, Ohio and between Clare/Berry Yard and Portsmouth, Ohio. Should any positions be headquartered on the transferred territory, they will be awarded based on the NW-Wabash seniority previously applicable prior to this combining and realigning of seniority districts. Bulletins for these positions shall be posted pursuant to Rule 8 of the July 1, 1986 N&W/Wabash Agreement.

Successful NW-Wabash applicants shall retain and continue to accumulate NW-Wabash seniority, and will not be listed on the Southern seniority roster. Any NW-Wabash employee who is a successful applicant for an assignment headquartered at Gest St. Yard will only be subject to displacement by Southern employees whose Northwest Region-CNO&TP District seniority is senior to the NW-Wabash seniority. However, any NW-Wabash employee who is a successful applicant for an assignment headquartered on the transferred trackage will only be subject to displacement based on NW-Wabash seniority previously applicable prior to this combining or realigning of seniority districts.

SECTION III

Employees who allege they have been adversely affected by the seniority district combinations or realignments set forth in Section I above, shall have the right, either individually or through

their designated representatives. to pursue claims for benefits provided in the *New York Dock* conditions or any other applicable employee protective arrangement or agreement. Merits of such claims will be determined individually.

SECTION IV

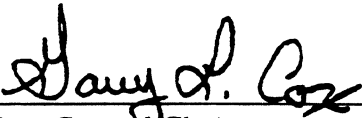
The provisions of this Agreement have been designed to address a particular situation. Therefore, this agreement is without prejudice to the position of either party and will not be referred to or cited by either party in any future negotiations or arbitrations conducted pursuant to Article XII of the February 6, 1992 Imposed Agreement.

This Agreement is effective on March 13, 2000.


Signed at Norfolk, Virginia this 28th day of February, 2000.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES:

FOR THE NORFOLK SOUTHERN
RAILWAY COMPANY



G. L. Cox, General Chairman



M. R. MacMahon
Assistant Vice President
Labor Relations



Jed Dodd, General Chairman

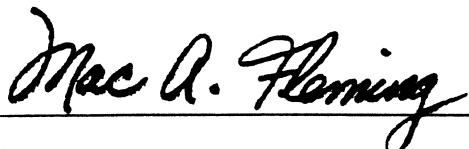


Perry Geller, General Chairman



T. R. McCoy, General Chairman

APPROVED:



Side Letter No. 1

February 28, 2000

Mr. G. L. Cox
General Chairman - BMWE
P.O. Box 24068
Knoxville, TN 37933-2068

Mr. Perry K. Geller, Sr.
General Chairman - BMWE
58 Grande Lake Drive
Port Clinton, OH 43452

Mr. Jed Dodd
General Chairman - BMWE
1930 Chestnut Street
Suites 607 - 609
Philadelphia, PA 19103

Mr. T. R. McCoy, Jr.
General Chairman - BMWE
2634 West Main Street
Salem, VA 24153

Gentlemen:

This confirms our understanding relative to the employees possessing seniority on the NW-Wabash Northern Region or Eastern Region rosters who are covered under the provisions of Section II (B) of this agreement combining and realigning seniority districts in the Cincinnati Terminal area.

The following NW-Wabash seniority employees were headquartered on the lines between Sharonville Yard and Columbus, Ohio or between Clare/Berry Yard and Portsmouth, Ohio on September 20, 1999:

Middletown, Ohio

G. L. Cales
K. Stapleton
C. K. Diller
G. D. Quigley
R. A. Mix
J. J. Strassell
J. Kellems
F. E. Stephens
J. P. Staples
R. A. Bennett
D. G. Mobley
K. C. Hager
C. Stacy
J. D. Lewis
W. C. Upton

Sardinia, Ohio

L. J. Craft
C. A. Smelser
R. L. Alexander
F. Higginbotham
R. L. Beaver
R. R. Kennon
J. S. Cunningham

Mr. G. L. Cox, et al.
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The above employees may, but are not required, to exercise seniority by bid under Rule 8 or by displacement under Rule 14 under the circumstances set forth in Section II (B) of this realignment agreement. Failure to exercise seniority as outlined above will have no adverse effect on any entitlement they may have to protective benefits under *New York Dock* or other protective arrangements or agreements.

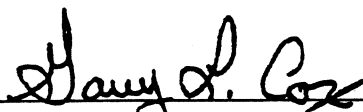
Please indicate your concurrence by signing in the space provided below.

Very truly yours,





M. R. MacMahon
Assistant Vice President
Labor Relations

AGREED:



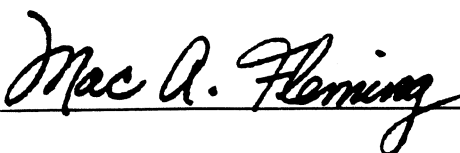
G. L. Cox, General Chairman

Jed Dodd, General Chairman

Perry K. Geller, Sr., General Chairman

T. R. McCoy, Jr., General Chairman

APPROVED



Side Letter No. 2

February 28, 2000

Mr. Perry K. Geller
General Chairman - BMW
58 Grande Lake Drive
Port Clinton, OH 43452

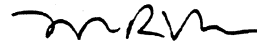
Dear Sir:

This confirms our understanding relative to D. J. Smith who is currently working as a B&B Plumber Foreman at Sharonville Yard in Cincinnati Terminal.

It was agreed that Mr. Smith would be permitted to transfer to a Sheet Metal Workers journeyman position at Ludlow which is also located within Cincinnati Terminal. While occupying this position at Ludlow, Mr. Smith will be treated as occupying the highest rated position that his seniority allows for purposes of New York Dock protection. In addition, Mr. Smith will be considered as being on a leave of absence under Rule 22 of the NW-Wabash Agreement and will continue to retain and accumulate his BMW Seniority.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,



M. R. MacMahon
Assistant Vice President
Labor Relations

AGREED:



Perry K. Geller, General Chairman