

**AGREED UPON INTERPRETATIONS REGARDING EXERCISING SENIORITY
UNDER THE NW-WABASH AGREEMENT, THE SOUTHERN RAILWAY
AGREEMENT, AND THE DPG ARBITRATED AGREEMENT**

~~Whereas, the parties desire that the provisions of the various agreements regarding exercising seniority are applied in a consistent and equitable manner,~~

It is agreed that the following interpretations will apply in the situations described herein:

1. An employee holding seniority on the Southern, who also established seniority on some NW-Wabash seniority rosters and corresponding rankings on DPG seniority lists, when displaced from a Southern position would not, under any circumstances, be permitted to displace on an NW-Wabash or DPG position.
2. An employee holding seniority on Southern, who also established seniority on some NW-Wabash seniority rosters and corresponding rankings on DPG seniority lists, would not be permitted to voluntarily vacate their Southern position to fill an NW-Wabash or a DPG position.
3. An employee holding seniority on NW-Wabash seniority rosters and corresponding rankings on DPG seniority lists, and also on some Southern seniority rosters, upon being displaced from a NW-Wabash position, would not, under any circumstances, be permitted to displace on the Southern. However, such employee would be permitted to displace on a DPG position subject to the terms of this understanding and the DPG Agreement.
4. An employee holding seniority on NW-Wabash seniority rosters and corresponding rankings on DPG seniority lists, and also on some Southern seniority rosters, who, while working an NW-Wabash position:
 - (i) would not be permitted to voluntarily vacate his NW-Wabash position to fill a Southern position;
 - (ii) bids to and is awarded a DPG position would be permitted to voluntarily vacate their NW-Wabash position to take the DPG position.

See 1/14

5. An employee holding seniority on more than one seniority region of the NW-Wabash who is displaced from a NW-Wabash position would not be permitted to displace a position on any other seniority region of the NW-Wabash, unless such employee would otherwise have no choice but to go furlough. For example, an employee holding seniority on both the Northern and the Eastern seniority regions of the NW-Wabash who is displaced from a NW-Wabash Eastern Region position would not be permitted to displace a position on the Northern Region of the NW-Wabash, unless such employee would otherwise have no choice but to go furlough.

6. An employee holding seniority on more than one seniority region of the NW-Wabash would not be permitted to voluntarily vacate his current NW-Wabash position to fill a position on another NW-Wabash seniority region. For example, an employee holding seniority on both the Eastern and Western seniority regions of the NW-Wabash who, while working an NW-Wabash Eastern Region position may not voluntarily vacate such Eastern Region position to fill a position on the NW-Wabash Western Region.

7. An employee holding seniority on Southern, who also established seniority on some NW-Wabash seniority rosters and corresponding rankings on DPG seniority lists, who, after working a DPG position for more than thirty (30) days:

(i) would not be permitted to voluntarily vacate their DPG position to fill a Southern position;

(ii) bids to and is awarded an NW-Wabash position would be permitted to voluntarily vacate their DPG position to fill the NW-Wabash position.

8. An employee holding seniority on Southern, who also established seniority on some NW-Wabash seniority rosters and corresponding DPG seniority lists, upon being displaced from a DPG position would not, under any circumstances, be permitted to displace on a Southern position.

see e-mail. do not bid all other seniority

9. An employee holding seniority on more than one seniority region of the NW-Wabash with corresponding rankings on DPG seniority lists, who is displaced from a DPG position, would not be required to displace onto another DPG position held by a junior employee. Rather, such employee would also have the option of displacing on the NW-Wabash seniority region where they possess the earliest seniority date, but not on any other NW-Wabash region where such employee subsequently established seniority, unless such employee would otherwise have no choice but to go furlough.

For example, an employee who has their earliest NW-Wabash seniority date on the Western seniority region and also established subsequent Northern Region seniority on the NW-Wabash, upon being displaced from a DPG position scheduled to work over the CR and NKP DPG Zones would not be required to displace onto another DPG position held by a junior employee. Rather, such employee would also have the option of displacing on the Western seniority region, but not on the Northern seniority region, unless would otherwise go furlough.

10. An employee ranked on the DPG seniority lists who is off for reasons outlined in Rule 23 of the NW-Wabash Agreement during the DPG bulletin period and subsequently becomes available for duty would have a right to claim a DPG position pursuant to the provisions of Rule 23.
11. An employee holding seniority on NW-Wabash seniority rosters with corresponding rankings on DPG seniority lists who is displaced from a non-DPG NW-Wabash position may, if such employee so chooses, exercise seniority to displace a junior employee on a DPG position **only** under the following circumstances:

- (a-1) if the DPG position has been in existence for less than ninety (90) calendar days, the senior employee may displace any junior employee on a DPG position **bulletined to work over the senior employee's DPG Zone** if the senior employee's inability to displace would require him to either displace onto a fixed headquarter position or be furloughed.

(a-2) if the DPG position has been in existence for less than ninety (90) calendar days, the senior employee may displace any junior employee (whose DPG Zone Designation differs from the Zones that the DPG was bulletined to work) if the senior employee's inability to displace would require him to be furloughed.

(b-1) if the DPG position has been in existence more than ninety (90) calendar days and was bulletined to work over the employee's DPG Zone and:

(i) the DPG position is working on the employee's DPG Zone at the time the employee is to make the displacement;

(ii) or there are no other non-fixed headquartered positions occupied by a junior employee on the same NW-Wabash seniority region as the non-DPG position from which the employee was displaced.

(b-2) if the DPG position has been in existence for more than ninety (90) calendar days, the senior employee may displace any junior employee (whose DPG Zone Designation differs from the Zones that the DPG was bulletined to work) if the senior employee's inability to displace would require him to be furloughed.

12. An employee who is prohibited from exercising seniority rights, pursuant to these interpretations, will not have such inability to exercise seniority used to deny or offset any benefits otherwise due under the Mediation Agreement of February 7, 1965, as amended by Article XII of the Agreement of September 26, 1996.

While the parties recognize that it is not possible to address every possible situation involving such exercise of seniority, it is agreed, however, that if circumstances arise which are not specifically covered by the interpretations listed above, the parties will attempt to resolve such situations based on a good faith application of the principles outlined above.

Signed at Norfolk, Virginia this 14th day of March, 2001.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES:

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