

MEMORANDUM OF AGREEMENT

between

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Norfolk Southern Railway Company (NS) has filed an application with the Surface Transportation Board (STB) in Finance Docket 35873 seeking approval of acquisition of control by NS of 282.55 miles of Delaware & Hudson Railway Company (D&H) rail located in Pennsylvania and New York (the D&H South Lines) including any and all other tracks related to or auxiliary to the acquired lines. In related filings, NS filed two Notices of Exemption in Finance Docket Nos. 34209 and 34562 (Sub-No. 1) to allow NS to retain and modify (in FD34209) 17.45 miles of existing NS trackage rights of D&H's line between MP 484.85 + in the vicinity of Schenectady, New York, and CPF 467 in the vicinity of Mechanicville, New York, including the right to use such track(s) within D&H's Mohawk Yard. NS will retain its existing trackage rights between MP 37.10 + of D&H's Canadian Main Line in Saratoga Springs and CPF 487.4 at Schenectady, New York;

WHEREAS, it is anticipated that the STB will impose the employee protective conditions set forth in New York Dock Railway - Control - Brooklyn Eastern District Terminal, 360 I.C.C. 60, aff'd, New York Dock Railway v. United States, 609 F.2d 83 (2d Cir. 1979), as modified by Wilmington Terminal Railroad - Purchase & Lease - CSXT Transportation, Inc., 6 I.C.C. 2d 799, 814-26 (1990), aff'd sub nom. Railway Labor Executives' Ass'n v. ICC, 930 F.2d 511 (6th Cir. 1991); and for the related trackage rights, it is anticipated that the STB will impose protective conditions as provided in Norfolk & Western Railway - Trackage Rights - Burlington Northern, Inc., 354 I.C.C. 605 (1978), as modified in Mendocino Coast Railway - Lease & Operate - California Western Railroad, 360 I.C.C. 653 (1980);

WHEREAS, the parties signatory hereto desire to provide opportunity for some D&H employees to enter service on Norfolk Southern Railway upon the date that NSR begins to operate the D&H South Lines; and

WHEREAS, the parties signatory hereto desire to reach an implementing agreement in satisfaction of Article I, Section 4, of the New York Dock conditions or any other protective conditions that have been imposed by the STB in Finance Docket No. 35873, and related filings, to provide for the application of those statutory conditions' monetary benefits and

other procedural protections to such D&H employees who enter service on NSR, as well as any other contractual employee protective obligations that might be deemed applicable in this transaction;

THEREFORE, it is agreed:

ARTICLE I

Section 1

Upon seven (7) days' advance written notice by NSR to BMWED, the work on the D&H South Lines to be operated by NSR will be performed pursuant to the terms and conditions outlined in Article II of this Agreement.

Section 2

The opportunity for one or more D&H employees to enter service on NSR in connection with the commencement of the NSR operation of the D&H South Lines will be effected in the following manner:

- (a) NSR will notify the D&H employees who hold seniority in classifications on rosters for Territory #1, Territory #2 and Territory #6, and who had timely advised NSR pursuant to Side Letter No. 1, of opportunities for employment with NSR. Such notification will contain a written bulletin that identifies all of the maintenance of way craft positions that NSR intends to initially establish with headquarters located on the D&H South Lines, as well as any other opportunity to be included. D&H employees who receive such notification will have ten days to respond to the bulletin, wherein such D&H employee must indicate his or her respective preference for the identified NSR positions.
- (b) The positions advertised on the bulletin, pursuant to Paragraph (a) above, will be awarded in the applicable D&H seniority order within twenty days of the initial notification of the offer of employment. NSR will notify the successful applicants in writing and advise them of the date and time to report for service, and the NSR officer in charge at the location. The employees so notified shall report upon the date and time specified unless other arrangements are made with the proper authority or they are prevented from doing so due to circumstances beyond their control.
- (c) D&H employees who enter service on NSR under this section will establish a seniority date on the appropriate rosters in accordance with the procedures set forth in Article II, and simultaneously terminate any employment relationship and seniority on the D&H.

ARTICLE II

Section 1

Upon advance written notice by NSR to BMWED, pursuant to Article I, Section 1, the current BMWED-SOU Agreement will be applied to cover maintenance of way work on the D&H South Lines, except as otherwise expressly identified herein. This application includes the current agreement in effect for Designated Program Gangs (DPG Agreement).

Section 2

Upon the date provided in the notice by NSR to BMWED pursuant to Article I, Section 1, the D&H South Lines will constitute a new separate and distinct D&H South Region covered by the current BMWED-Southern Agreement and the D&H South Lines will be included in the SE Zone for DPGs.

Section 3

D&H employees who enter service with NSR, pursuant to the provisions of Article I, Section 2, on a D&H South Region position or on a DPG position will have their D&H seniority dates dovetailed into the corresponding D&H South Region and DPG seniority rosters. If entering service pursuant to the provisions of Article I, Section 2, on other than a D&H South Region position or DPG position, the D&H employee will establish a new seniority date on the bottom of the applicable NSR roster; and, will also establish a new seniority date at the bottom of the D&H South Region rosters that correspond to D&H rosters on which the D&H employee had possessed seniority. D&H employees who enter service on NSR on the same date on other than D&H South Region or DPG positions will be placed on the applicable roster in the same relative order as they appeared on the corresponding D&H seniority roster.

Section 4

NW-Wabash Agreement Northern Region gangs may be temporarily transferred to perform work on the Southern Agreement D&H South Region in the same manner as done on other Regions of the NW-Wabash Agreement pursuant to Rule 18. This change to Rule 18 is confined solely to movements into the D&H South Region and is made to accommodate the unique circumstances of this line acquisition. Moreover, in consideration of the limited modification of Rule 18 of the NW-Wabash Agreement, it is understood that the Agreement of September 4, 1974 in the BMWED – Southern Agreement pertaining to the temporary transfer of gangs from one region to another will not apply to the D&H South Region.

Section 5

Southern Agreement D&H South Region positions (new positions or vacancies) that are bulletined subsequent to the date that NSR commences operation of the D&H South Lines and receive no bids from qualified Southern Agreement D&H South Region applicants will be bulletined to the NW-Wabash Northern Region before being filled by a new hire.

NW-Wabash employees who use Northern Region seniority to obtain a Southern Agreement D&H South Region position by bid will retain their NW-Wabash Northern Region seniority. This change to the January 18, 2013 Agreement regarding exercise and retention of seniority is confined solely to the exercises of seniority described in this Section and is made to accommodate the unique circumstances of this line acquisition.

ARTICLE III

Employees who enter service on NSR, pursuant to Articles I and II above, shall be credited with prior service for vacation, personal leave and other benefits that are provided to NSR BMWED-represented employees based on qualifying years of service, including the February 7, 1965 Agreement as amended by Article XII of the September 26, 1996 National Agreement, in the same manner as though all such time spent had been in the service of NSR.

ARTICLE IV

Employees adversely affected as a result of this transaction will be afforded the benefits prescribed by the STB. The afore-described anticipated employee protective conditions are, by reference, incorporated herein and made a part hereof. Copy of such conditions is attached hereto and identified as Attachment A. Copy of Request for Entitlement Form and Claim Form are appended as Attachments B and C. There shall be no duplication of protective benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.


ARTICLE V

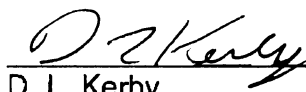
This Agreement constitutes the implementing agreement, fulfills all of the requirements of Article I, Section 4, of the applicable protective conditions, and is made without prejudice to the parties' positions with respect to future transactions.

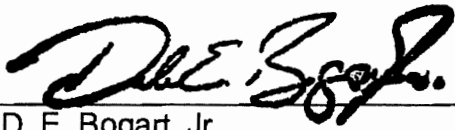
This agreement is signed April 6, 2015.

FOR THE ORGANIZATION:

FOR THE NORFOLK SOUTHERN RAILWAY
COMPANY:


S. J. Alexander
General Chairman, BMWED


D. L. Kerby
Assistant Vice President Labor Relations



D. E. Bogart, Jr.
General Chairman, BMWED
(Southern-D&H South Region)



J. E. David
General Chairman, BMWED

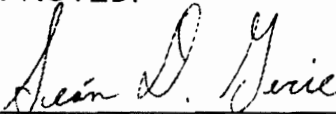


J. Dodd
General Chairman, BMWED



E. W. Long III
General Chairman, BMWED

APPROVED:



S. D. Gerie
Vice President, BMWED

ATTACHMENT A – Copy of NYD Conditions

APPENDIX III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.-(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of abolition of his position or the loss thereof as a result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employees's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protections Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees

involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement allowances - (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employees's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6. Dismissal allowances. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the

transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation allowance. - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits. - No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on

furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. Moving expenses. - Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and for his own actual wage loss, not exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed with three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes. - (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or

controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman.

If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case, may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal. - (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who

is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to

agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3)

of part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under section 565 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article I of this appendix. In making such changes, it

is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under section 565 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

ATTACHMENT B – Copy of Request for Entitlement Form

Request for Entitlement to Benefits Form Norfolk Southern Railway Company

Instructions: This Entitlement to Benefits Form is to assist the Employee and the Company in determining whether the Employee is entitled to benefits. We wish to do this as promptly as possible in order to expedite the processing of valid claims. You may help by completing the form with as many helpful facts as will assist the Company in its initial determination as to whether you have been adversely affected.

Completed forms should be forwarded to:

Mr. C. S. Decker
Director Labor Relations
Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, VA 23510-1728

Name: _____

Address: _____ EIN: _____

Seniority Date: _____ Hire Date: _____

Immediate Supervisor _____

1. Identify agreement under which you believe compensation is due:

2. On what date were you first placed in a worse position or deprived of employment? _____
- 3(a) What position did you hold immediately prior to the date shown in Item 2?
Position _____ Location _____
Rate of pay: \$ _____ /day Wage Grade _____ (if applicable)
- (b) What position do you currently hold?
Position: _____ Location _____
Rate of pay \$ _____ /hour/day/month Wage Grade _____ (if applicable)

(c) Your Employee Maintenance Rate (EMR) is? \$ _____ (Clerks only)

(d) At the time of your displacement, did you exercise your seniority to obtain the highest paying position available to you? _____

4. Identify what occurred and explain in detail how your work situation changed that resulted in your being placed in a worse position or deprived of employment: _____

6. Compensation Data:
List the compensation you received in the months immediately prior to the month in which you were affected.

Month	Year	Compensation	Month	Year	Compensation
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____

I HEREBY CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT:

(Signature)

(Date)

ATTACHMENT C – Copy of Claim Form

April 6, 2015

Side Letter No. 1

Messrs. S. J. Alexander, General Chairman, BMWED
D. E. Bogart, Jr., General Chairman, BMWED
J. E. David, General Chairman, BMWED
J. Dodd, General Chairman, BMWED
E. W. Long III, General Chairman, BMWED

Gentlemen:

This will confirm our discussions concerning the Implementing Agreement dated April 6, 2015, with respect to the positions to be offered to D&H employees to enter service on NSR pursuant to Article I. NSR intends to review pertinent work related documentation of BMWED-represented employees of D&H who are interested in obtaining employment on NSR and interview in conjunction with "Town Hall presentations" as appropriate. The procedures and work opportunities are detailed below.

Active D&H employees who desire to be considered for employment in the maintenance of way craft on NSR must indicate such desire by notifying NSR System Manager Administration Gary McIntire in writing at the following address:

Norfolk Southern Corporation
1200 Peachtree St NE
Atlanta, GA 30309
Gary.McIntire@nscorp.com

Such written indication shall include authorization for Delaware & Hudson Railway Company (D&H) to provide to NSR the career service record and medical file that the D&H maintained for the employee. A standardized form will be provided to facilitate this notification process and, in order to be considered, employees must submit the completed form within thirty (30) days of the initial Town Hall presentation held on the D&H for the maintenance of way craft.

NSR will arrange to review the records provided for the D&H employees who timely responded and will offer employment to applicants who satisfy the NSR employment standards as needed in attempt to fill the maintenance of way craft positions that NSR initially desires to establish on the D&H South Lines. Any interviews conducted will be done at appropriate D&H locations. NSR anticipates that the maintenance of way craft positions offered will be as listed in the attached Appendix Number 1.

If NSR does not receive sufficient applicants to fill all of the positions listed herein, the remaining positions located on the D&H South Lines will be handled pursuant to the terms of the current BMWED-Southern Agreement and Article II, Section 5, of the April 6, 2015 Implementing Agreement. If NSR has more applicants than the number of positions initially offered pursuant to Article I, the applicants who were not able to obtain one of the initially offered positions will be placed on a list and NSR will provide written notice, copy to the General Chairman, to the employees on this list when new hires are needed to fill subsequent new positions or vacancies on the D&H South Region or on a DPG. Failure to accept an offer when notified, or to keep contact information current, will result in removal from this list.

If the above procedure for D&H employees to enter service on NSR is consistent with your understanding, please indicate your concurrence below.

Very truly yours,

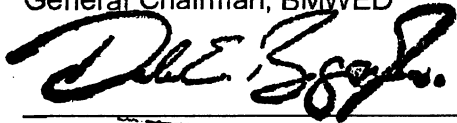


D. L. Kerby
Assistant Vice President
Labor Relations

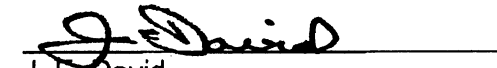
Agreed:



S. J. Alexander
General Chairman, BMWED



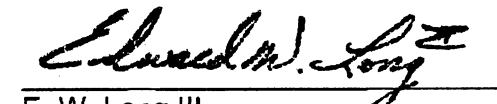
D. E. Bogart, Jr.
General Chairman, BMWED
(Southern-D&H South Region)



J. E. David
General Chairman, BMWED

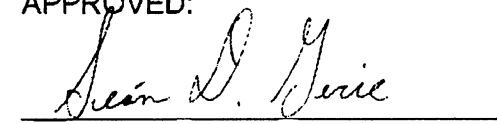


J. Dodd
General Chairman, BMWED



E. W. Long III
General Chairman, BMWED

APPROVED:



S. D. Gerie
Vice President, BMWED

APPENDIX NUMBER 1 – Side Letter No. 1

BMWED-REPRESENTED POSITIONS TO BE ESTABLISHED

Southern Agreement D&H South Region positions

<u>POSITION</u>	<u>HEADQUARTERS</u>
1. B&B Gang (F, AF, 4M)	Various
2. B&B Gang (F, AF, 4M)	Various
3. Bridge Inspection (F, M)	Various
4. Yard Maintenance Gang (F, AF, 2VO, 6L)	Fixed - Binghamton
5. Maintenance Gang (F, AF, VO, 2L)	Fixed TBD [TS #1]
6. Maintenance Gang (F, AF, VO, 2L)	Fixed TBD [TS #1]
7. Maintenance Gang (F, AF, VO, 2L)	Fixed TBD [TS #2]
8. Maintenance Gang (F, AF, VO, 2L)	Fixed TBD [TS #2]
9. Smoothing Gang (F, 2MO)	Various
10. Smoothing Gang (F, 2MO)	Various
11. Electric Welder Gang (EW, EWH)	Fixed TBD [TS #1]
12. Electric Welder Gang (EW, EWH)	Fixed TBD [TS #2]
13. Backhoe Operators (2MO)	Various
14. Gradall/Dump Truck (MO, VO)	Various
15. Material Handling Truck (MO)	Various
16. Material Handling Truck (MO)	Various
17. Roadway Mechanics (2RMR)	Various

Miscellaneous non-D&H South Region positions**

1. DPG	Various
2. Regional	Various

** To be determined by NSR based on vacancies existing at the time of offer

April 6, 2015

Side Letter No. 2

Messrs. S. J. Alexander, General Chairman, BMWED
D. E. Bogart, Jr., General Chairman, BMWED
J. E. David, General Chairman, BMWED
J. Dodd, General Chairman, BMWED
E. W. Long III, General Chairman, BMWED

Gentlemen:

This will confirm our discussions concerning the Implementing Agreement dated March , 2015, with respect to the application of the current BMWED-Southern Agreement to cover maintenance of way work on the D&H South Lines. Based on the unique circumstances associated with this acquisition of a portion of the D&H, the following exceptions to the scope rule of the current BMWED-Southern Agreement will apply:

- For the D&H South Region only, the classification of Roadway Mechanic will be included and a seniority roster maintained. NW-Wabash Agreement Roadway Machine Repairmen and IAMAW-represented Roadway Equipment Mechanics may be used to temporarily augment the D&H South Region Roadway Mechanic positions.
- The two Backhoe Operator and Material Handling Truck Operator positions listed on Appendix Number 1 of Side Letter No. 1, herein, upon being initially filled by D&H employees who enter service on NSR, will not subsequently be replaced by contractor operated equipment.

If the above is consistent with your understanding, please indicate your concurrence below.

Very truly yours,

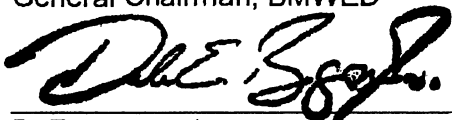


D. L. Kerby
Assistant Vice President
Labor Relations

Agreed:



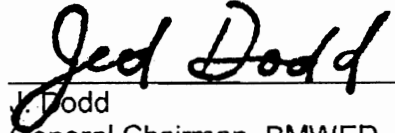
S. J. Alexander
General Chairman, BMWED



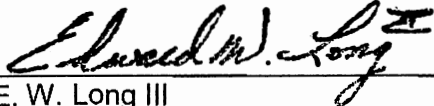
D. E. Bogart, Jr.
General Chairman, BMWED
(Southern-D&H South Region)



J. E. David
General Chairman, BMWED

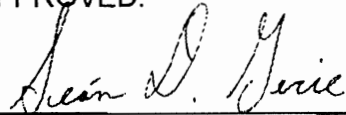


J. Todd
General Chairman, BMWED



E. W. Long III
General Chairman, BMWED

APPROVED:



S. D. Gerie
Vice President, BMWED

April 6, 2015

Side Letter No. 3

Messrs. S. J. Alexander, General Chairman, BMWED
D. E. Bogart, Jr., General Chairman, BMWED
J. E. David, General Chairman, BMWED
J. Dodd, General Chairman, BMWED
E. W. Long III, General Chairman, BMWED

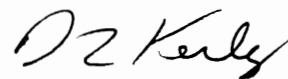
Gentlemen:

This will confirm our discussions concerning the Implementing Agreement dated March , 2015, with respect to Article I, Section 2, in offering the list of positions that will be available to D&H employees to enter service on NSR on the date that NSR commences operation of the D&H South Lines. The parties recognize that the typical bulletin period time frames listed in Section 2 might need to be extended in order to provide sufficient opportunity for the Carrier to properly process the applicants' responses and issue the appropriate notification to the respective individuals advising of the particular position, location and date for which they are to report to service for NSR. The parties commit to work to resolve any issue that might arise in this regard on an amicable basis.

This will further confirm the intent that it is only active D&H employees who will be involved in the application of NSR positions pursuant to the Article I process. Accordingly, Dale E. Bogart, Jr. and Kevin Evanski, who are on leave of absence as full-time union representatives and possess D&H seniority on the D&H South Lines, will have their D&H seniority dovetailed into the corresponding Southern Agreement D&H South Region rosters and with their status shown as on union leave.

If the above is consistent with your understanding, please indicate your concurrence below.

Very truly yours,

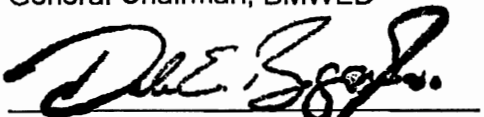


D. L. Kerby
Assistant Vice President
Labor Relations

Agreed:



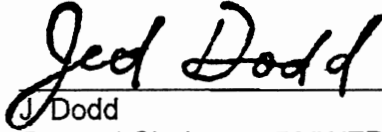
S. J. Alexander
General Chairman, BMWED



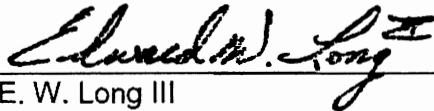
D. E. Bogart, Jr.
General Chairman, BMWED
(Southern-D&H South Region)



J. E. David
General Chairman, BMWED

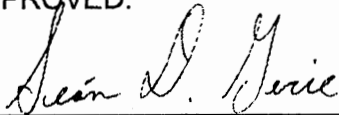


J. Dodd
General Chairman, BMWED



E. W. Long III
General Chairman, BMWED

APPROVED:



S. D. Gerie
Vice President, BMWED