



Norfolk Southern Corporation
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Scott Michael Goodspeed
Director
Labor Relations
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May 14, 2021

AG-MW-2

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General Chairman, BMWED
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General Chairman, BMWED
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Vestal, New York 13850

Gentlemen:

This refers to our previous discussions regarding the application and interpretation of the February 27, 2012 Memorandum of Agreement, which expanded the operation of DPG Gangs to the Southern Agreement territory, and the January 21, 2013 Agreed Upon Interpretations regarding the exercise of seniority for employees holding seniority under more than one BMWED Agreement.

In our discussions, we clarified our understanding that, although employees covered under the various BMWED agreements were permitted to establish seniority under both the N&W/ Wabash and Southern System agreements under certain circumstances prior to the expansion of the DPG Agreement to Southern Agreement territory ("dual seniority"), the January 21, 2013 Agreed Upon Interpretations were not intended to allow such practices continue beyond the expansion of the DPG Agreement to the Southern territory effective January 1, 2013.

In light of the foregoing, it was agreed that the proper application of the January 21, 2013 Agreed Upon Interpretations, employees who established such dual seniority subsequent to December 31, 2012, will be required to make an election as to which seniority to retain. Such elections will be made in accordance with the following terms:

1. Employees who established seniority under either N&W/Wabash or Southern System agreement and subsequently established dual seniority under the other agreement on or after January 1, 2013, must make an election as to which agreement seniority they wish to retain, in accordance with the following:
 - a. Those employees working in a position governed by the agreement under which they originally established seniority prior to January 1, 2013 may either (1) elect to retain seniority under that agreement, remain in such position and forfeit all seniority under the other agreement; or (2) elect to retain seniority established under the other agreement, be released from their current position and shall exercise seniority under the latter agreement by bidding or filling a vacancy.
 - b. Those employees working in a position governed by the agreement under which they established dual seniority on or after January 1, 2013 will be permitted to remain on such position until such position is abolished, they are displaced, or they wish to exercise seniority to another position. At the time of such displacement, abolishment or exercise, such

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employee must elect which agreement seniority to exercise and, doing so, shall forfeit all seniority under the other agreement.

2. Employees who establish seniority under either the NW-Wabash or Southern Agreement after December 31, 2012 may not establish seniority under both Agreements (NW-Wabash and Southern)

Please indicate your concurrence with the above by signing in the spaces below and returning a copy to me for our records.

Very truly yours,



S. M. Goodspeed
Director Labor Relations



Jason Graham
General Chairman, BMWED



Anthony Sessa
General Chairman, BMWED



Dale Bogart
General Chairman, BMWED



Sam Alexander
General Chairman, BMWED

APPROVED:



Roger Sanchez
Vice President, BMWED