

MEMORANDUM OF AGREEMENT
between
NORFOLK SOUTHERN RAILWAY COMPANY
and
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

WHEREAS, the parties desire to provide for the establishment of a differential to the position of DPG Foreman and establish a minimum hold period for the position, while also providing certain protections from displacement;

IT IS AGREED that the June 12, 1992 Designated Program Gang Agreement, as amended, is revised as follows:

1. Employees assigned to a DPG Foreman position by bulletin or by exercise of a displacement right may not:

(a) Voluntarily bid to another position until after six months from the date they first commence work on the DPG Foreman position. An Employee assigned to a DPG Foreman may bid to other positions while in his/her six (6) month period as long as the effective date of the award is subsequent to the end of the employees' six (6) month period.

An employee may vacate in the event of a bona fide undue hardship, such as but not limited to, one that involves the personal health of an employee, the personal health of an immediate family members, or other extenuating reasons. The Carrier's Chief Engineer or his designee and the employee's General Chairman will have to agree to such release. An employee granted hardship release will be allowed to exercise seniority rights pursuant to the terms of the collective bargaining agreement.

(b) Be displaced except as follows:

(1) If the DPG Foreman position has been in existence for less than 180 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.

(2) if the DPG Foreman position has been in existence for less than 180 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.

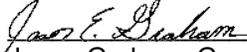
2. DPG Foreman positions will be paid the straight time rate of pay of (\$32.06) per hour, regardless of the Zone on which the DPG to which such Foreman is assigned works. This rate of pay is subject to all future wage increases and cost of living adjustments (COLA)

3. Employees assigned to the DPG Foreman position will be paid a two dollar (\$2.00) per hour skill differential in addition to the DPG Foreman rate of pay and any other differentials that might apply, such as the CDL differential.

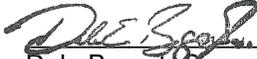
4. All DPG Foreman positions previously established for the 2022 Production season shall be cancelled and re-advertised with bulletins consistent with the terms of this Agreement. Employees previously awarded a DPG Foreman position for the 2022 season who bid on such re-advertisements and do not obtain a Foreman position shall be entitled to an exercise of seniority onto any DPG should they desire.

This agreement made and executed in Atlanta, Georgia, this 10th day of December 2021, is without prejudice to the position of either Party and may not be cited as precedent in any other matter.

FOR THE ORGANIZATION:

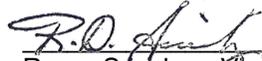

Jason Graham, General Chairman


Anthony Sessa, General Chairman


Dale Bogart, General Chairman


Marcus Hood, General Chairman

Approved:


Roger Sanchez, Vice President, BMWED

FOR THE CARRIER:



Christopher S. Decker, AVP Labor Relations