

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORFOLK SOUTHERN RAILWAY CO.

AND

EMPLOYEES IN THE FT. WAYNE, INDIANA TERMINAL
REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN

This purpose of this agreement is for amending Article 26 of the Engineer's Schedule, revised and updated July 1, 1999. This agreement modifies Article 26 only to the extent necessary to give effect to the provisions listed below and applies only to the above referenced territory as constituted on this date.

The following changes are agreed to:

1. A maximum of one (secondary) vacancy created by the filling of a vacation vacancy may be claimed by the senior engineer applying for the vacancy. It shall be filled in the following manner:

If a regular assigned engineer claims a temporary vacancy, the resulting vacancy on his assignment may be claimed in the ensuing 12 hour period (until 12:01 PM, assuming the first vacancy was assigned at 12:01 AM)

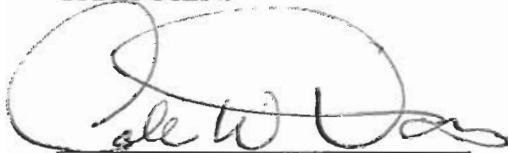
2. An engineer claiming a temporary vacancy must remain on the vacancy until the regular assigned engineer returns from either his vacation or the temporary vacancy he was holding. Should the regular assigned engineer elect to claim a temporary vacancy (Note: he must do so within one hour after returning from vacation), the engineer holding his vacancy may remain on the vacancy, return to his regular assignment or bump to another temporary vacancy.
3. When an engineer holding a temporary vacancy is either released by the returning regular assigned engineer or displaced by a senior engineer, he must return to his regular assignment or make a displacement to another temporary vacancy. If he chooses to displace to another temporary vacancy he must do so within one (1) hour of being released. He may not claim or displace to any temporary vacancy with less than three (3) days remaining on the vacancy.

4. An engineer displaced from his regular assignment may place himself on a regular assignment and at the same time claim or displace to any temporary vacancy with three (3) or more calendar days remaining.
5. If an engineer is displaced from his regular assignment while holding a temporary vacancy, he must remain on the temporary vacancy until the regular engineer returns. When notified of his release from the temporary vacancy, he must place himself on a regular assignment within sixteen hours.
6. Engineers will not be allowed to claim temporary vacancies in the same pool (this does not apply to pools with scheduled days off or assigned service). However, if they are subsequently displaced from the pool through no fault of their own, they may then displace to or claim a temporary vacancy in that pool. This must be done at the same time he places himself on a regular assignment.
7. Engineers will not be allowed to exercise a 30 day bump while holding a temporary vacancy.
8. Provisions of Article 26, not altered by the above, remain in full force and effect.

This agreement will be implemented on a 90 day trial basis. At the end of the ninety (90) days the parties will meet to discuss permanent implementation.

Signed this 1st day of August, 2009

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS &
TRAINMEN.



BLET General Chairman
NS Northern Lines & WLE

FOR THE NORFOLK SOUTHERN
RAILWAY CO.



Superintendent, Lake Division
Norfolk Southern Corporation

Mr. Cole W. Davis
BLET General Chairman
Norfolk Southern & WLE

Per our conversation on Tuesday August 4, 2009 in connection with your amendments to Article 26 (temporary vacancy rule) of the Nickel Plate engineers agreement. The following agreed to language is added as an addendum. In connection with item number three (3) where you reference "he may not claim or displace to any temporary vacancy with less than three (3) days remaining on the vacancy." In Item number four (4) where you reference "An engineer displaced from his regular assignment may place himself on a regular assignment and at the same time claim or displace to any temporary vacancy with three (3) or more calendar days remaining."

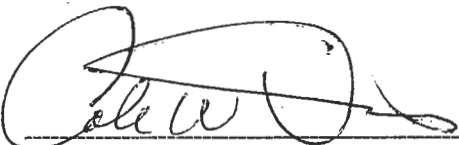
We agreed to the understanding that due to the new hours of service laws the employee must be able to work the job and can not place themselves on these vacancies if they will not be able to protect the assignment.

Also we agreed to add to the last paragraph which states "This agreement will be implemented on a 90 day trail basis. At the end of the ninety (90) days the parties will meet to discuss the permanent implementation."

We agreed the understanding that the agreement would not be permanent if we failed to meet and that the agreement can be cancelled by either party with ten (10) days written notice.

With these agreed to additions I agree to the amendment to Article 26. I have executed the agreements based on our agreement and understanding from our telephone conversation today and will sign this document as well as the originals and send to you for your review and signature. Once you have executed please return to me. As discussed I will forward to Labor Relations and crew management the signed agreement.

Signed this 4th day of August, 2009



BLET General Chairman
NS Northern Lines & WLE



Superintendent Lake Division
Norfolk Southern Corporation