

# MEMORANDUM OF UNDERSTANDING

between

NORFOLK SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS, the parties desire to provide for the establishment of the Plasser Dynacat and Plasser 2X machine operator positions on the Eastern and Western Regions with a special qualification period and rate of compensation;

IT IS AGREED, the July 1, 1986 NW-WAB Agreement, as amended, is revised as follows:

1. The Plasser Dynacat and the Plasser 2X are separate particular types of machines for which employees must qualify in accordance with Rule 11. The qualification period as specified in Rule 11 for employees who exercise seniority to a Plasser Dynacat machine operator position or to a Plasser 2X machine operator position will be thirty working days, even if the employee already possesses Machine Operator seniority.

2. Employees assigned to a Plasser Dynacat machine operator position or to a Plasser 2X machine operator 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 Plasser Dynacat machine operator position or Plasser 2X machine operator position. In the event of a bona fide undue hardship, the involved General Chairman and Chief Engineer may agree to allow the employee to bid to another position prior to the completion of the six-month period.

(b) Be displaced during the first six months from the date that they first commence work on the Plasser Dynacat machine operator position or Plasser 2X machine operator position, unless the employee exercising the displacement: 1) has previously qualified on the position or 2) would otherwise only be able to either displace on a fixed headquarter position located more than sixty miles from his home or go on furlough.

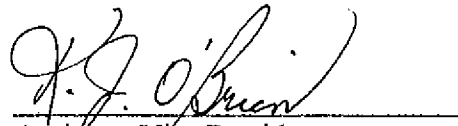
4. Employees assigned to the Plasser Dynacat machine operator position or the Plasser 2X machine operator position on the Eastern and Western Regions will be paid a one dollar (\$1.00) per hour differential in addition to the Lead Tamper Machine Operator rate of pay and any other differentials that might apply.

This agreement made and executed in Norfolk, Virginia, this 28 day of December, 2007.

FOR THE ORGANIZATION:

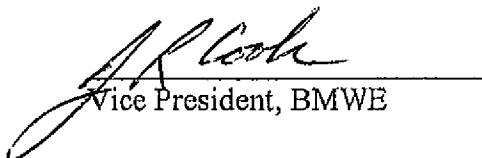
  
General Chairman, BMWWE

FOR NORFOLK SOUTHERN  
RAILWAY COMPANY:

  
Assistant Vice President  
Labor Relations

\_\_\_\_\_  
General Chairman, BMWWE

APPROVED:

  
Vice President, BMWWE