

NORFOLK SOUTHERN CORPORATION
DEARBORN DIVISION
SUPERINTENDENT'S NOTICE #190
DEARBORN, MI - DECEMBER 17, 2008

SUBJECT: TRANSFER NOTICE

ALL DEARBORN DIVISION EMPLOYEES

NORFOLK SOUTHERN RAILWAY COMPANY NOTICE TO CERTAIN ACTIVE AND FURLOUGHED EMPLOYEES WITH TRAIN SERVICE SENIORITY IN THE TOLEDO ZONE OF THE LAKE REGION HUB ON THE DEARBORN DIVISION

THE OPPORTUNITY IS BEING MADE AVAILABLE TO CERTAIN ACTIVE AND FURLOUGHED (FOR LESS THAN 90 DAYS) TRAIN SERVICE EMPLOYEES IN THE TOLEDO ZONE OF THE LAKE REGION HUB ON THE DEARBORN DIVISION TO APPLY FOR A VOLUNTARY PERMANENT TRANSFER TO CONDUCTOR SERVICE POSITIONS AT A LOCATION LISTED BELOW. IN ORDER TO BE ELIGIBLE FOR TRANSFER, AN APPLICANT MUST NOT POSSESS SENIORITY OR EXERCISABLE SENIORITY RIGHTS TO THE LOCATION(S) WHERE THE APPLICANT WISHES TO TRANSFER. FURTHER, AN APPLICANT MUST MEET THE FITNESS AND ABILITY REQUIREMENTS FOR THE POSITION AND BE AN ACTIVE OR FURLOUGHED (FOR LESS THAN 90 DAYS) EMPLOYEE HOME-TERMINALED ON THE ABOVE-LISTED TERRITORY. FOR PURPOSES OF THIS PROGRAM, AN ACTIVE OR FURLOUGHED (FOR LESS THAN 90 DAYS) EMPLOYEE HOME-TERMINALED IN THE TOLEDO ZONE OF THE LAKE REGION HUB ON THE DEARBORN DIVISION IS DEFINED AS ONE WITH CONDUCTOR'S SENIORITY IN THE REFERENCED TERRITORY AND IS QUALIFIED.

EMPLOYEES WISHING TO PARTICIPATE IN THIS PROGRAM SHOULD MAKE APPLICATION TO DIVISION SUPERINTENDENT C. M. IRVIN USING THE ATTACHED FORM, NO LATER THAN 5 P.M. ON JANUARY 5, 2009. EMPLOYEES WHOSE APPLICATIONS ARE ACCEPTED WILL REPORT FOR TRAINING ON JANUARY 20, 2009 UNLESS OTHER ARRANGEMENTS ARE MADE WITH THE SUPERINTENDENT OF THE DIVISION WHERE YOU WISH TO TRANSFER. ONCE A PARTICIPATING EMPLOYEE BEGINS TRAINING ON THE NEW TERRITORY, HE/SHE WILL RECEIVE AN INITIAL PAYMENT OF \$1,000. AN ADDITIONAL \$1,000 PAYMENT WILL BE MADE TO THE EMPLOYEE UPON COMPLETING QUALIFICATION IN THE NEW TERRITORY AND THE EMPLOYEE'S WRITTEN FORFEITURE OF SENIORITY ON HIS/HER FORMER DISTRICT HAS BEEN PROVIDED. A \$3,000 PAYMENT WILL BE MADE AFTER ONE YEAR FROM QUALIFICATION DATE ON THE NEW TERRITORY CONTINGENT UPON THE MAINTENANCE OF AN ACCEPTABLE WORK RECORD.

IN LIEU OF THE PAYMENTS ABOVE, FOR THE FOLLOWING LOCATIONS (**HARRISBURG, PA; MANASSAS, VA; CROXTON, NJ; CHICAGO, IL; BALTIMORE, MD**), AN INITIAL PAYMENT OF \$1,000 WILL BE MADE ONCE A PARTICIPATING EMPLOYEE BEGINS TRAINING ON THE NEW TERRITORY. AN ADDITIONAL \$1,000 PAYMENT WILL BE MADE TO THE EMPLOYEE UPON COMPLETING QUALIFICATION ON THE NEW TERRITORY AND THE EMPLOYEE'S WRITTEN FORFEITURE OF SENIORITY ON HIS/HER FORMER DISTRICT HAS BEEN PROVIDED. AN \$8,000 PAYMENT WILL BE MADE AFTER 6 MONTHS FROM QUALIFICATION DATE ON THE NEW TERRITORY CONTINGENT UPON THE MAINTENANCE OF AN ACCEPTABLE WORK RECORD. AN ADDITIONAL \$10,000 PAYMENT WILL BE MADE AFTER ONE YEAR FROM QUALIFICATION DATE ON THE NEW TERRITORY CONTINGENT UPON THE MAINTENANCE OF AN ACCEPTABLE WORK RECORD. AN EMPLOYEE WHO FAILS TO REMAIN AT THE NEW LOCATION FOR 1 YEAR AFTER THE QUALIFICATION DATE ON THE NEW TERRITORY MUST REPAY THE \$8,000 PAYMENT. AN EMPLOYEE WHO RECEIVES THE ADDITIONAL \$10,000 PAYMENT BUT FAILS TO

REMAIN AT THE NEW LOCATION FOR 2 ADDITIONAL YEARS (3 YEARS FROM THE QUALIFICATION DATE) ON THE NEW TERRITORY MUST REPAY THE ADDITIONAL \$10,000 PAYMENT.

AT THE TIME OF TRANSFER, COMPANY LODGING WILL BE PROVIDED WHILE THE EMPLOYEE IS WORKING AT THE NEW LOCATION FOR UP TO 30 DAYS. A \$35 MEAL ALLOWANCE WILL BE PROVIDED FOR EACH DAY THE EMPLOYEE WORKS OR IS AVAILABLE TO WORK AT THE NEW LOCATION FOR UP TO 30 DAYS. IF THE EMPLOYEE CHOOSES TO RESIDE AT A NON-COMPANY FACILITY HE/SHE WILL BE SOLELY RESPONSIBLE FOR ALL LODGING COSTS.

ALL PAYMENTS WILL BE SUBJECT TO THE USUAL PAYROLL DEDUCTIONS REQUIRED BY LAW, INCLUDING FEDERAL AND STATE INCOME TAXES, RAILROAD RETIREMENT TAX, AND ANY OTHER APPLICABLE DEDUCTIONS. THE AMOUNTS OF OTHER DEDUCTIONS WILL DEPEND ON THE EMPLOYEE'S STATE OF RESIDENCE AND PERSONAL SITUATION. AN EMPLOYEE'S SERVICE WILL BE TREATED AS CONTINUOUS FOR PURPOSES OF THE AMOUNT OF VACATION TIME AND PERSONAL LEAVE DAYS TO WHICH HE/SHE WILL BE ENTITLED AND FOR PURPOSES OF DETERMINING THE STEP RATE OF PAY TO WHICH HE/SHE WILL BE ENTITLED; IN ALL OTHER RESPECTS, HIS/HER EMPLOYMENT ON THE NEW DISTRICT WILL BE GOVERNED BY THE APPLICABLE LABOR AGREEMENTS.

SHOULD REQUESTS EXCEED THE AVAILABLE VACANCIES; APPLICANTS WILL BE CONSIDERED IN SENIORITY ORDER. THE CARRIER MAY NOT BE ABLE TO ACCOMMODATE ALL REQUESTS FOR TRANSFER. ONCE REQUESTS HAVE BEEN MATCHED WITH AVAILABLE VACANCIES AND THE APPROPRIATE SUPERVISORS NOTIFIED, EMPLOYEES WHOSE APPLICATIONS TO PERMANENTLY TRANSFER HAVE BEEN ACCEPTED WILL BE CONTACTED AND NOTIFIED INDIVIDUALLY.

LOCATIONS NEEDING TRAIN SERVICE EMPLOYEES

DANVILLE, VA
ATLANTA, GA (PIEDMONT DIVISION)
ATLANTA, GA (ALL GEORGIA DIVISION DISTRICTS)

C. M. IRVIN
DIVISION SUPERINTENDENT

NORFOLK SOUTHERN CORPORATION
DEARBORN DIVISION
SUPERINTENDENT'S NOTICE #191
DEARBORN, MI - DECEMBER 17, 2008

SUBJECT: TRANSFER NOTICE APPLICATION

ALL DEARBORN DIVISION EMPLOYEES

APPLICATION FOR VOLUNTARY PERMANENT TRANSFER

TO: MR.
SUPERINTENDENT _____ DIVISION
123 SOME ST.
ANYWHERE, USA XXXXX
FAX: (XXX) XXX-XXXX

THIS RESPONDS TO BULLETIN DATED DECEMBER __, 2008, NOTIFYING ELIGIBLE EMPLOYEES CURRENTLY HOME-TERMINALED ON THE _____ DISTRICT OF THE _____ DIVISION OF THE OPPORTUNITY TO APPLY FOR A VOLUNTARY PERMANENT TRANSFER TO TRAIN SERVICE POSITIONS AT _____. THIS IS TO ADVISE THAT I HAVE READ AND UNDERSTAND THE BULLETIN DATED DECEMBER 1, 2008, AND I ACCEPT THE CONDITIONS AS STATED IN THE BULLETIN.

I UNDERSTAND THAT THE COMPANY RESERVES THE RIGHT TO LIMIT THE NUMBER OF APPLICATIONS TO PARTICIPATE IN THE PROGRAM. I ALSO UNDERSTAND THE COMPANY HAS THE RIGHT TO MODIFY OR RESCIND THE PROGRAM AT ANY TIME, AND TO REJECT ANY APPLICATION AT ITS ENTIRE DISCRETION. IF THE NUMBER OF APPLICATIONS RECEIVED FROM ELIGIBLE EMPLOYEES EXCEEDS THE NUMBER THE COMPANY IS WILLING TO ACCEPT, THEN APPLICATIONS WILL BE CONSIDERED IN SENIORITY ORDER UNTIL THE ACCEPTED APPLICATIONS REACH THE NUMBER THE COMPANY IS WILLING TO ACCEPT.

NAME (PRINT) _____

ADDRESS _____

HOME PHONE # _____

CONDUCTOR'S SENIORITY DATE _____

DATE OF BIRTH _____

SOCIAL SECURITY # _____ EIN _____

SENIORITY DISTRICT _____ WORK LOCATION _____

CURRENT POSITION _____

(CHECK ONE)

_____ I WISH TO TRANSFER TO THE _____ DISTRICT OF THE
_____ DIVISION, ON A PERMANENT BASIS. I AGREE TO THE
CONDITIONS OUTLINED IN THE DECEMBER 1, 2008 BULLETIN. I
UNDERSTAND THAT I WILL RECEIVE \$1,000 UPON TRANSFER, \$1,000
WHEN QUALIFIED OVER THE TERRITORY AND I PROVIDE WRITTEN
FORFEITURE OF SENIORITY ON MY FORMER DISTRICT; AND \$3,000
AT THE COMPLETION OF ONE YEAR OF SERVICE WITH AN ACCEPTABLE
WORK RECORD.

_____ I WISH TO TRANSFER TO THE _____ DISTRICT OF THE
_____ DIVISION, ON A PERMANENT BASIS. I AGREE TO THE
CONDITIONS OUTLINED IN THE DECEMBER 1, 2008 BULLETIN. I
UNDERSTAND THAT I WILL RECEIVE \$1,000 UPON TRANSFER, \$1,000
WHEN QUALIFIED OVER THE TERRITORY AND I PROVIDE WRITTEN
FORFEITURE OF SENIORITY ON MY FORMER DISTRICT, \$8,000 AT
THE COMPLETION OF 6 MONTHS OF SERVICE FROM THE DATE OF
QUALIFICATION WITH AN ACCEPTABLE WORK RECORD AND \$10,000 AT
THE COMPLETION OF 1 YEAR OF SERVICE FROM THE DATE OF
QUALIFICATION WITH AN ACCEPTABLE WORK RECORD. I UNDERSTAND
THAT IF I RECEIVE THE \$8,000 PAYMENT AND FAIL TO
COMPLETE 1 YEAR OF SERVICE FROM DATE OF QUALIFICATION AT THE
NEW LOCATION WITH AN ACCEPTABLE WORK RECORD, I WILL BE
REQUIRED TO REPAY THE \$8,000. I FURTHER UNDERSTAND THAT IF
I RECEIVE THE ADDITIONAL \$10,000 PAYMENT AND FAIL TO
COMPLETE 2 ADDITIONAL YEARS OF SERVICE (3 YEARS FROM
QUALIFICATION DATE) AT THE NEW LOCATION WITH AN ACCEPTABLE
WORK RECORD, I WILL BE REQUIRED TO REPAY THE ADDITIONAL
\$10,000 PAYMENT.

SIGNATURE _____

DATE

C. M. IRVIN
DIVISION SUPERINTENDENT