

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

NORFOLK SOUTHERN CORPORATION

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of Norfolk Southern Corporation's Virginia Division¹ Maintenance of Way #34 ("Norfolk Southern") establishment located at 435 Kimball Avenue NE, Roanoke, Virginia 24016, with corporate headquarters at Three Commercial Place, Norfolk, Virginia 23510 on July 26, 2011 and found that Norfolk Southern was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Norfolk Southern of the initial violations found and the corrective actions required in a Notice of Violation issued on September 21, 2015. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Norfolk Southern enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Norfolk Southern's fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Norfolk Southern violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigation.
2. Norfolk Southern agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview employee witnesses, examine and copy documents. Norfolk Southern will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

¹ Effective February 1, 2016, Norfolk Southern consolidated its Virginia and Pocahontas divisions to form the new Pocahontas Division. Any reference to the Virginia Division in this Agreement refers only to positions available at facilities that were a part of the Virginia Division prior to the February 1, 2016, consolidation.

3. Norfolk Southern understands that nothing in this Agreement relieves Norfolk Southern of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Norfolk Southern promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Norfolk Southern submits the final progress report required in Part IV, below, unless OFCCP notifies Norfolk Southern in writing prior to the expiration date that Norfolk Southern has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Norfolk Southern has met all of its obligations under the Agreement.
10. If Norfolk Southern violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Norfolk Southern violated any term of the Agreement while it was in effect, OFCCP will send Norfolk Southern a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Norfolk Southern will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

3) If Norfolk Southern is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Norfolk Southern may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Norfolk Southern of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Norfolk Southern violated any laws.

PART III. SPECIFIC PROVISIONS

1. **ALLEGED VIOLATION:** Beginning January 1, 2010, Norfolk Southern's hiring practices for the Virginia Division Track and Building & Bridge (B & B) Laborer positions were not in compliance with 41 CFR § 60-1.4(a)(1). Specifically, during the period of January 1, 2010, through December 31, 2011, Norfolk Southern's job offers resulted in a statistically significant difference in the rates at which Blacks were hired into these positions. (b) (7)(C)

(b) (7)(C)

(b) (7)(C) OFCCP found that Norfolk Southern hired (b) (7)(C) White applicants and (b) (7)(C) Black applicants. This difference resulted in a hiring shortfall of seven (7) Black applicants, with a statistical significance of (b) (7)(C) standard deviations.

REMEDY: Norfolk Southern agrees to cease the selection procedures that resulted in the discrimination identified in Violation 1. Norfolk Southern must examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Virginia Division Track and B & B Laborer positions are made in a non-discriminatory manner. In addition, Norfolk Southern agrees to immediately take the following corrective actions:

- a) **Evaluation of the Hiring process, Implementation and Training:** Within 60 calendar days of the Effective Date of this Agreement, Norfolk Southern agrees to conduct a comprehensive evaluation of its hiring policies, procedures, practices, applicant-evaluation criteria, and documentation procedures relating to its hiring in the Virginia Division Track and B & B Laborer positions, as well as implementation, training, and monitoring of these policies, procedures, and practices relating to its hiring in the Virginia Division Track and B & B Laborer positions.

Norfolk Southern shall record any identified revisions to its hiring process and procedures in writing.

Within 90 calendar days of the Effective Date of this Agreement, Norfolk Southern will train all individuals involved in recruiting, selecting and documenting applicants for the Virginia Division Track and B & B Laborer positions on Norfolk Southern's hiring policies, procedures, and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Virginia Division Track and B & B Laborer positions. The training will include a review of Norfolk Southern's equal employment obligations and nondiscrimination policies related to hiring, the procedures to be used to document the decision made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance 41 C.F.R. 60 § 1.12(a) and Part 60-3.

- b) Notification: Within 30 calendar days of the Effective Date of this Agreement, Norfolk Southern shall notify Black applicants shown on Attachment A ("Class Members") of the terms of this Agreement by mailing by regular, first-class mail to each Class Member the Notice of Class Members (Attachment B, "Notice"), the Release of Claims Under Executive Order 11246 (Attachment C, "Release"), and an IRS Form W-4 (collectively, the "Forms"), as well as a postage paid return envelope. Norfolk Southern will notify OFCCP monthly of all letters returned as undeliverable. In addition, within 90 calendar days of the Effective Date, Norfolk Southern will provide a list to OFCCP of all letters returned as undeliverable and a list of those Class Members who have not yet responded to the Notice and Release. OFCCP will have 30 days from receipt of these lists to locate those Class Members and provide updated contact information to Norfolk Southern.

Norfolk Southern agrees to mail by regular, first-class mail a second Notice, Release, IRS Form W-4, and postage paid return envelope to Class Members OFCCP locates within ten (10) business days of receipt of new contact information.

- c) Offers of Employment: As vacancies occur in the Virginia Division Track and B & B Laborer job titles, Norfolk Southern will make its standard contingent job offers to qualified Black Class Members who have completed and timely returned the Forms, have expressed interest in employment, and are not then employed by Norfolk Southern, until seven (7) Blacks Class Members are hired, the list of such Black Class Members is exhausted, or this Agreement expires, whichever comes first. Until such time, such Black Class Members will have priority over all other candidates for hire into the Virginia Division Track and B & B Laborer job group. As vacancies occur in the Virginia Division Track and B & B Laborer job group, such qualified Black Class Members will be contacted by Norfolk Southern via regular, first-class mail with a written job offer in the order of their original application, until the list of such Black Class Members is exhausted. Prior to Norfolk Southern's sending a written job offer, Black Class Members must successfully complete Norfolk Southern's hiring process as it existed during January 1, 2010 through December 31, 2011.

The report-to-work date for Black Class Members shall be at least two weeks after the date of the written job offer. If the Black Class Members do not report to work on the day designated by Norfolk Southern without providing Norfolk Southern on or before that day notice of good cause for their absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, Norfolk Southern may withdraw the job offer and shall be under no obligation to hire such Class Members under this Agreement. Black Class Members hired into the Virginia Division Track and B & B Laborer job group pursuant to this Agreement must be paid the current wage rate for Virginia Division Track and B & B Laborer job group positions. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- d) Eligibility: All Class Members who sign and return the Forms to Norfolk Southern within 180 calendar days of the Effective Date of this Agreement will equally share the monetary settlement. If a Class Member has not returned the Forms to Norfolk Southern within 180 calendar days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 200 calendar days of the Effective Date of this Agreement, Norfolk Southern will provide OFCCP with a list of all Class Members who returned the Forms within 180 calendar days of the Effective Date of this Agreement, along with a copy of each executed set of Forms it received. Within 215 calendar days from the Effective Date of this Agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with Norfolk Southern any issues necessary to finalize the list, such as inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list.

- e) Monetary Settlement: Norfolk Southern agrees to distribute \$492,000.50 (\$453,850.86 in back pay and interest of \$38,149.64) ("Settlement Amount") less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Member's share of Railroad Retirement taxes), in equal shares among all Eligible Class Members on the final approved list. Norfolk Southern will pay the Railroad Retirement Board the employer's share of Railroad Retirement withholdings and will mail each Eligible Class Member an Internal Revenue Services ("IRS") W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS Forms will be mailed by regular, first-class mail. Norfolk Southern will disburse the monetary settlement (the "Disbursement") within 60 calendar days after OFCCP approves the final list of Eligible Class Members by regular, first-class mail.

Within five calendar days of Norfolk Southern's receipt of a check to an Eligible Class Member returned as undeliverable, Norfolk Southern will notify OFCCP of this fact via email sent to (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address and provides that address to Norfolk Southern within 60 days of the Disbursement, Norfolk Southern will re-mail the check by regular, first-class mail within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains un-cashed 180 days after the Disbursement will be voided. With respect to any un-cashed funds, Norfolk Southern will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$50.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$50.00 to each located Eligible Class Member, Norfolk Southern shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide described in paragraph (a) above.

2. **ALLEGED VIOLATION:** During the review period of January 1, 2010, to December 31, 2011, Norfolk Southern failed to preserve and maintain personnel or employment records made or kept for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with 41 CFR § 60-1.12(a). Specifically, Norfolk Southern failed to maintain copies of recruitment advertising records.

REMEDY: Norfolk Southern will preserve and maintain personnel or employment record made or kept for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later in accordance with the requirements of 41 CFR § 60-1.12(a).

3. **ALLEGED VIOLATION:** During the period of January 1, 2010 through December 31, 2011, Norfolk Southern failed to develop and execute action-oriented programs designed to correct any problem area identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives. Specifically, Norfolk Southern established goals under its Virginia Division Maintenance of Way FAAP for females in Job Group 61 at (b) (7)(C) and in Job Group 81 at (b) (7)(C) at (b) (7)(C) (b) (7)(C)

REMEDY: Norfolk Southern will develop and execute action-oriented programs designed to correct any problem area under its Virginia Division Maintenance of Way FAAP identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives in accordance with the requirements of 41 CFR 60-2.17(c). In order for these action-oriented programs to be effective, Norfolk Southern must ensure that they consist of more than following the same procedures which have previously produced inadequate results.

Furthermore, Norfolk Southern must demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results under the FAAP covering the former Virginia Division Maintenance of Way functional unit. Furthermore, Norfolk Southern must provide the following:

- a) Applicant flow log identifying all internet applicants, including walk-in applicants for the Virginia Division Track and B & B Laborer positions during the reporting period specified in the remedy section of the Conciliation Agreement (CA), including the applicants' name; date of application; race; gender; gender identity; veteran status; date of interview; date of hire; disability status; date of hire; job title; starting salary; and, disposition for all applicants not selected, identify the reason for non-selection.
- b) Copies of the adverse impact determinations for the Virginia Division Track and B & B Laborer positions conducted during the reporting period specified in the CA. If adverse impact (as defined and described in 41 CFR § 60-3.4d) exists, Norfolk Southern must provide the results of its review and/or examination of each individual component in the selection process for positions in the job group. Documentation will also include a detailed description of any actions taken by Norfolk Southern to address the adverse impact found in its review and/or examination.
- c) A summary of the results of Norfolk Southern Corporation's in-depth analysis of its total employment process for its Virginia Division Track and B & B Laborer positions to determine whether and where impediments to equal employment opportunity exist.

PART IV. REPORTING REQUIREMENTS

Norfolk Southern agrees to furnish OFCCP with three (3) progress reports. Norfolk Southern will send each report to the following address:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Andrew Ransome, District Director
400 North 8th Street, Suite 466
Richmond, Virginia 23219

The first report will be due January 27, 2017, covering the period of July 1, 2016, through December 31, 2016 and will include:

- a) Documentation of any monetary relief provided to all Class Members as specified in the Remedy to Violation 1 above. The documentation shall include copies of all signed "Information Verification & Employment Interest Form," and canceled checks disbursed by Norfolk Southern to Class Members or other equivalent documentation verifying that all eligible Class Members were paid.

- b) Documentation for all Class Members who were offered and/or hired into the Virginia Division Track and B & B Laborer positions. The documentation will include copies of all written job offers extended to Class Members; a list of the names of any hired Class Members, job title hired into, starting hourly pay or annual salary; a list of the names of any Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, the date of the job offer or decline of position, the rate of pay, and date of determination (if any) and reason.
- c) Documentation that Norfolk Southern provided training in equal employment opportunity and sensitivity training to its workforce as required by Remedy 1, of this Conciliation Agreement. This documentation will include, but not be limited to, the following: documentation showing who conducted the training (in-house attorney); the training agenda; documentation of date(s) of training provided; and the managers, supervisors and employees in attendance.

The second report will be due on July 28, 2017 for the period covering the period of January 1, 2017, through June 30, 2017 and will include:

1. The documentation described above for Items 1 and 2 in the first progress report with respect to any additional Class Members for the Virginia Division Track and B & B Laborer positions receiving the Settlement Fund and offered or hired into a position pursuant to this Agreement.
2. An applicant flow log identifying all applicants for the Virginia Division Track and B & B Laborer positions during the reporting period specified above, including name of each external applicants; date of application; race and gender; veteran and individual with disability status; referral source; and date of hire, job title, and starting wage rate (if applicable). For all applicants not selected, identify the reason for non-selection.
3. Norfolk Southern agrees to maintain copies of all advertising recruitment for individuals that apply for the Virginia Division Track and B & B Laborer positions and provide copies if requested by OFCCP.

The third report ("Final Report") will be due January 26, 2018 covering the period of July 1, 2017 through December 31, 2017 and will include:

1. An applicant flow log identifying all applicants for the Virginia Division Track and B & B Laborer positions during the reporting period specified above, including name; date of application; race and gender; veteran and individual with disability status; referral source; and date of hire, job title, and starting wage rate (if applicable). For all applicants not selected, identify the reason for non-selection.
2. Copies of the adverse impact determinations for the Virginia Division Track and B & B Laborer positions conducted during the reporting period specified above. If adverse impact (as that term is defined and described in 41 CFR § 60-3.4D) exists, Norfolk

Southern will provide the results of its review and/or examination of each individual component in the selection process for positions in the job group. Documentation will also include a detailed description of any actions taken by Norfolk Southern to address the adverse impact found in its review.

3. A summary of the results of Norfolk Southern Corporation's in-depth analysis of its total employment process for its Virginia Division Track and B & B Laborer positions to determine whether and where impediments to equal employment opportunity exist.
4. Norfolk Southern will ensure periodical assessment of the effectiveness of its total affirmative action program for the FAAP covering the former Virginia Division Maintenance of Way functional unit and provide a narrative of the assessment.

This Agreement will expire sixty (60) days after Norfolk Southern submits the Final Report required in this Part IV unless OFCCP notifies Norfolk Southern in writing prior to the expiration date that Norfolk Southern has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Norfolk Southern has met all of its obligations under the Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs and Norfolk Southern Corporation, FAAP Division Maintenance of Way (MOW) located at 435 Kimball Avenue NE, Roanoke, Virginia 24016, with corporate headquarters at Three Commercial Place, Norfolk, Virginia 22510.

(b) (7)(C)

PHILIP MERILLI
Vice President, Engineering
Norfolk Southern Corporation
3 Commercial Pl., Norfolk, VA 23510

Date: 6-29-16

(b) (7)(C)

MICHELE HODGE
Regional Director
U.S. Department of Labor/OFCCP
Mid-Atlantic Regional Office
Philadelphia, PA 19106

Date: 7/5/16

(b) (7)(C)

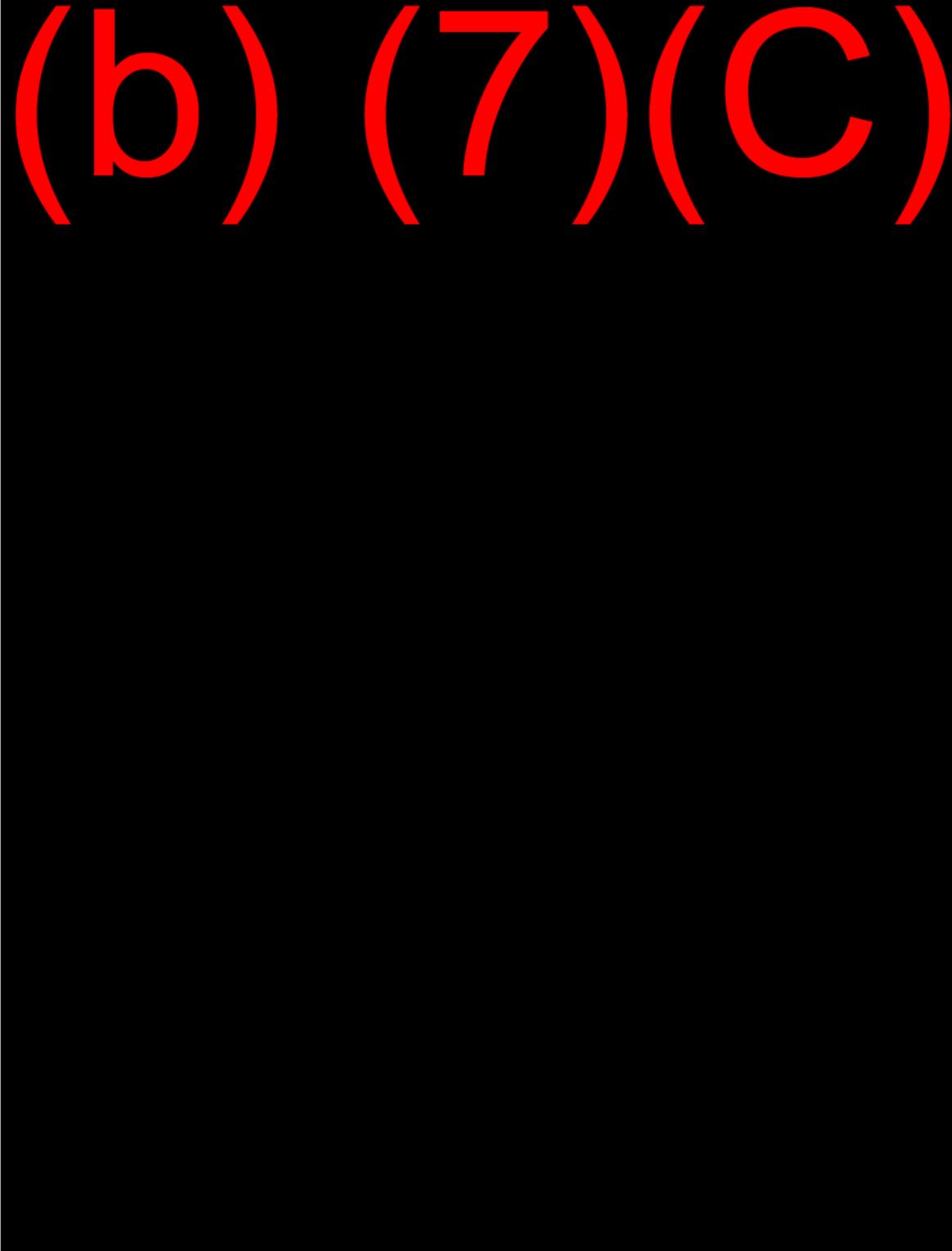
ANDREW E. RANSOME
District Director
U.S. Department of Labor/OFCCP
Richmond Area Office
Richmond, VA 23219

Date: 6-30-2016

ATTACHMENT A

CLASS MEMBERS

(b) (7) (C)



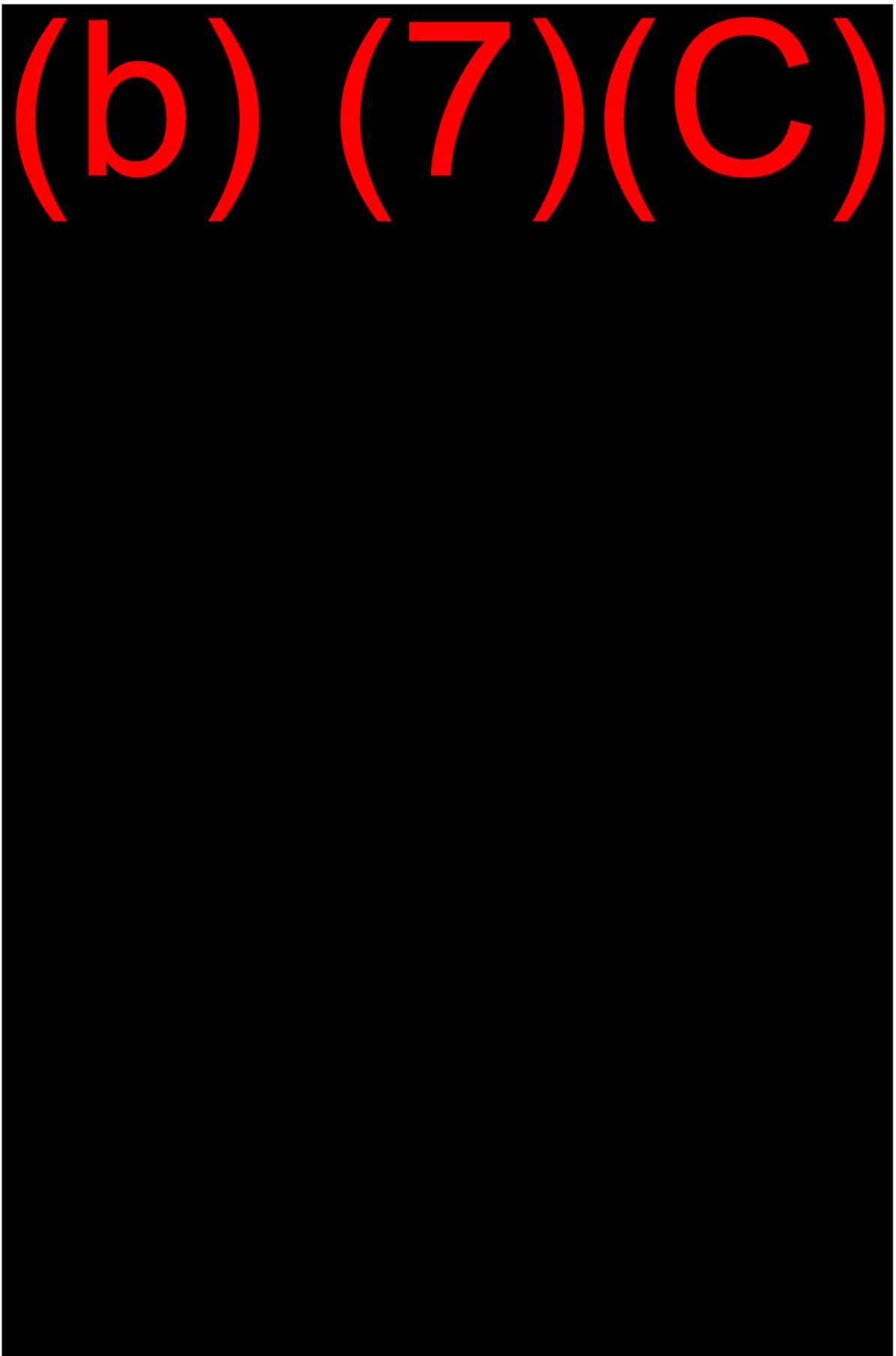
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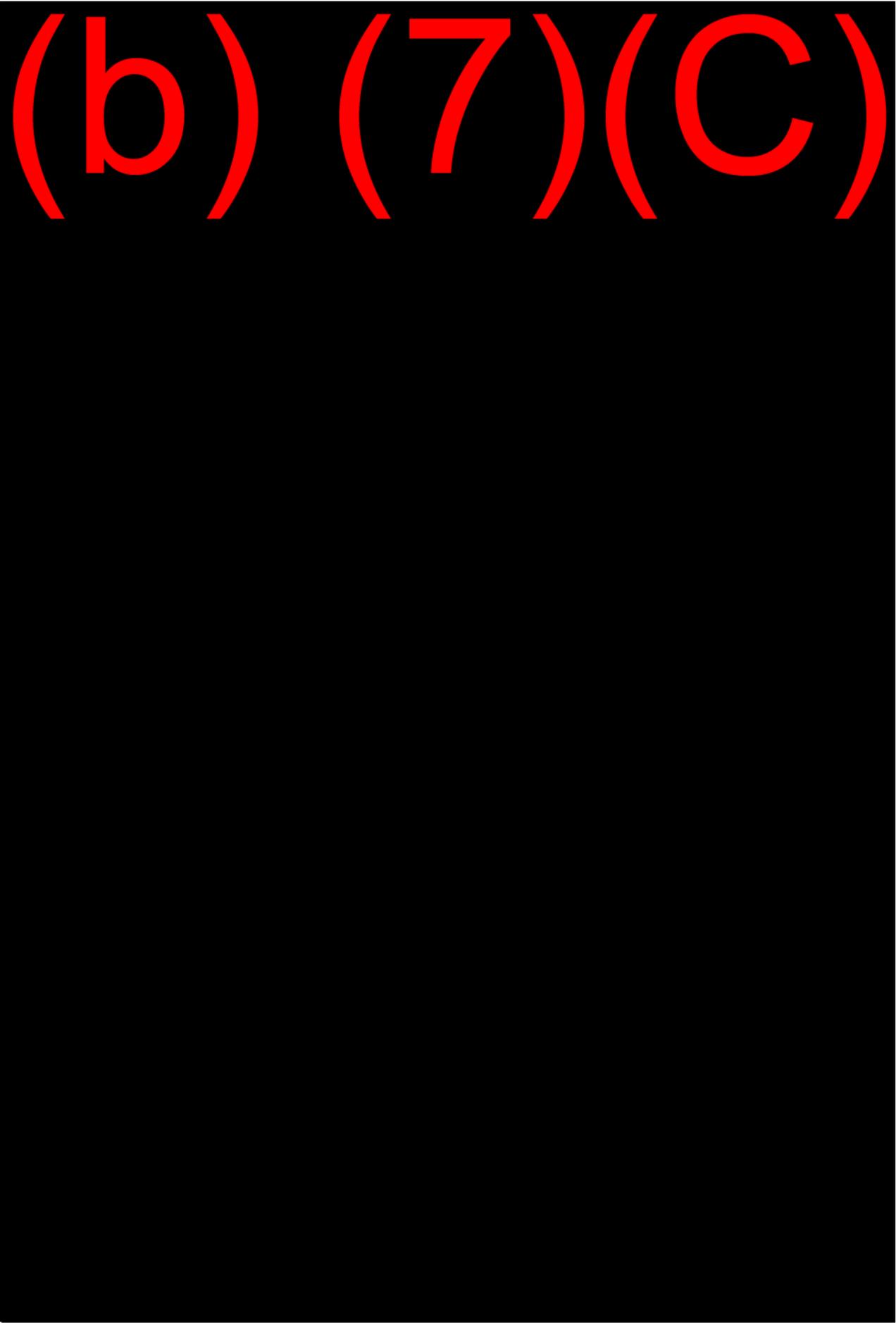
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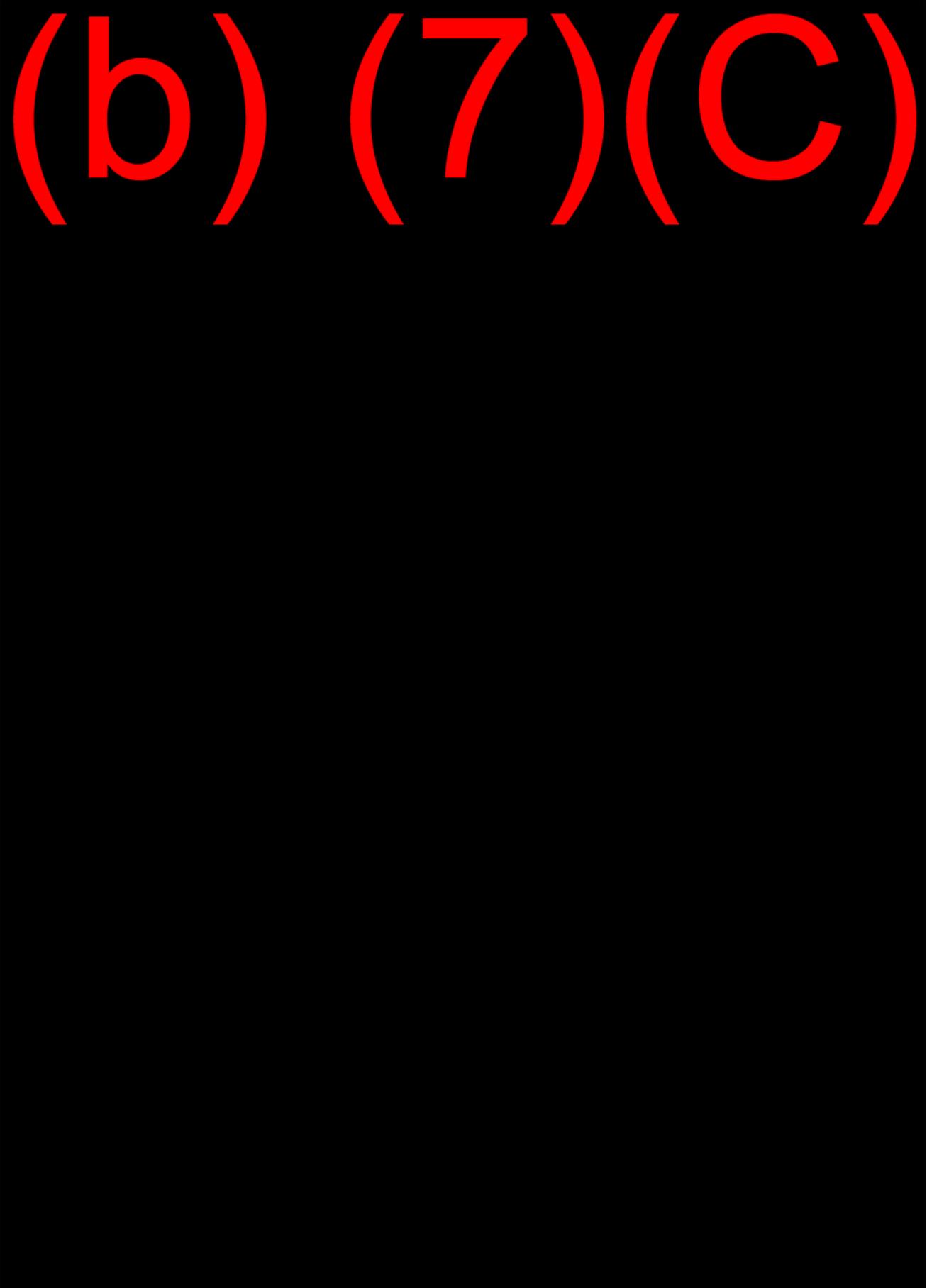


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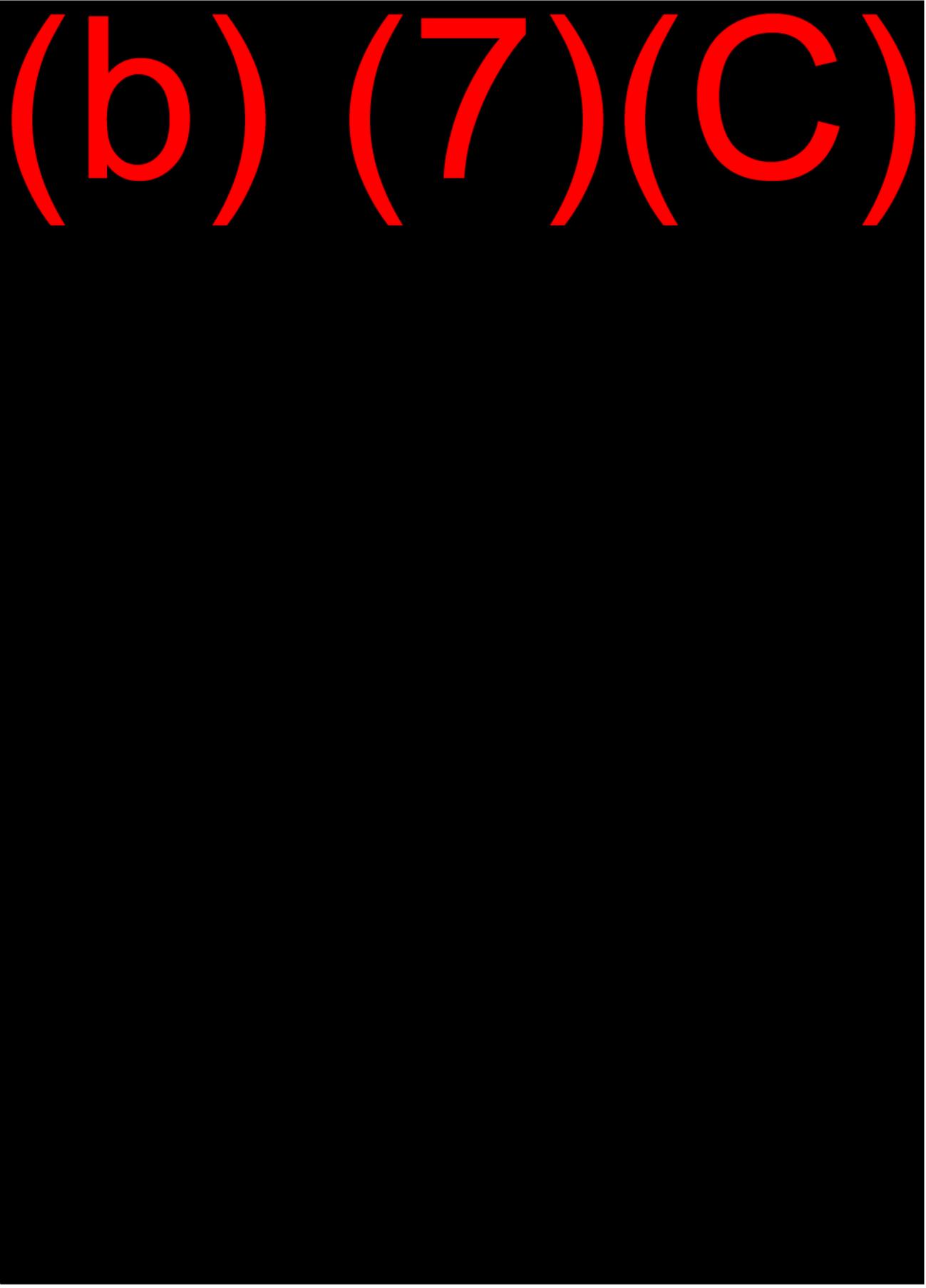


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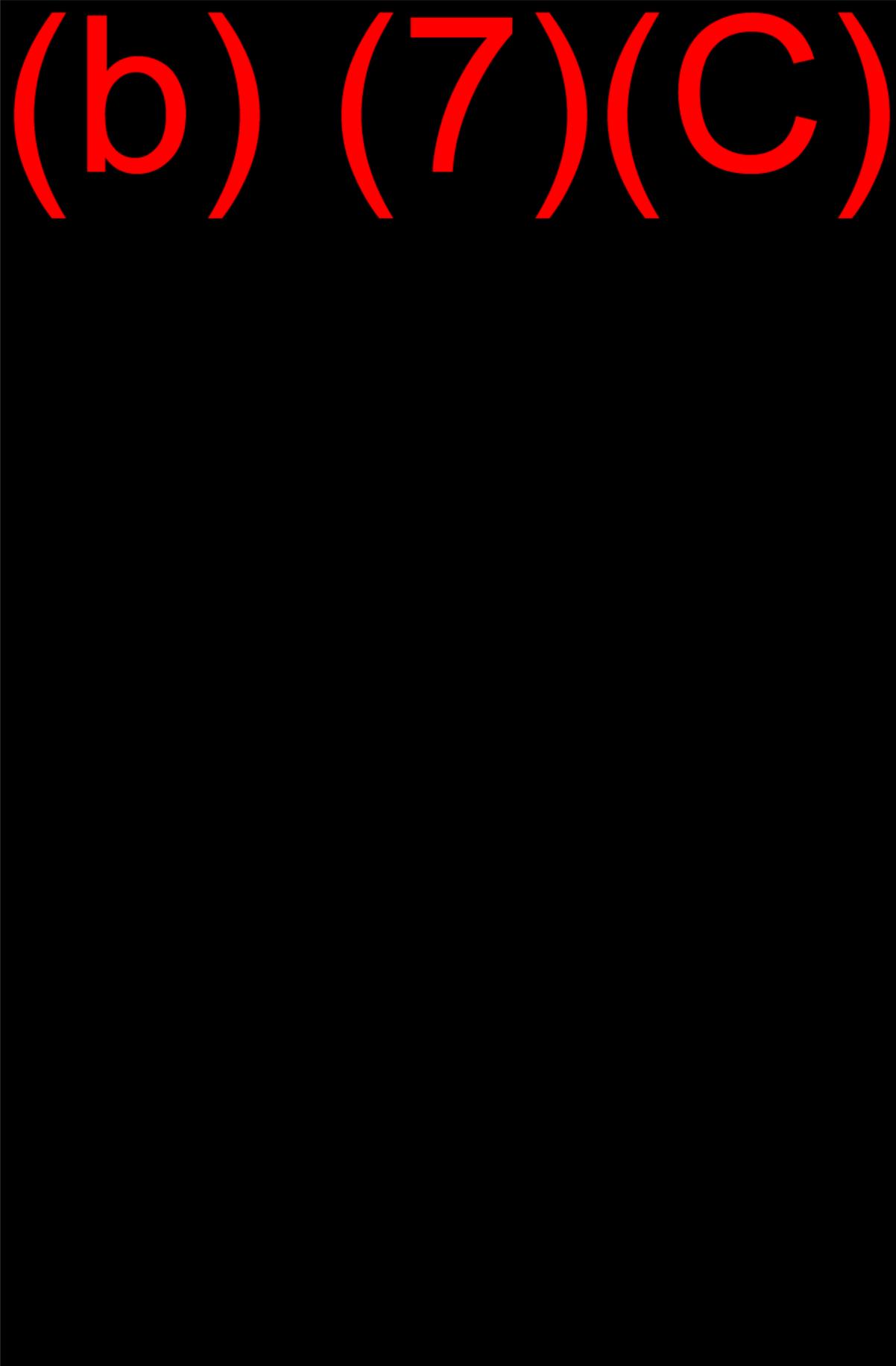


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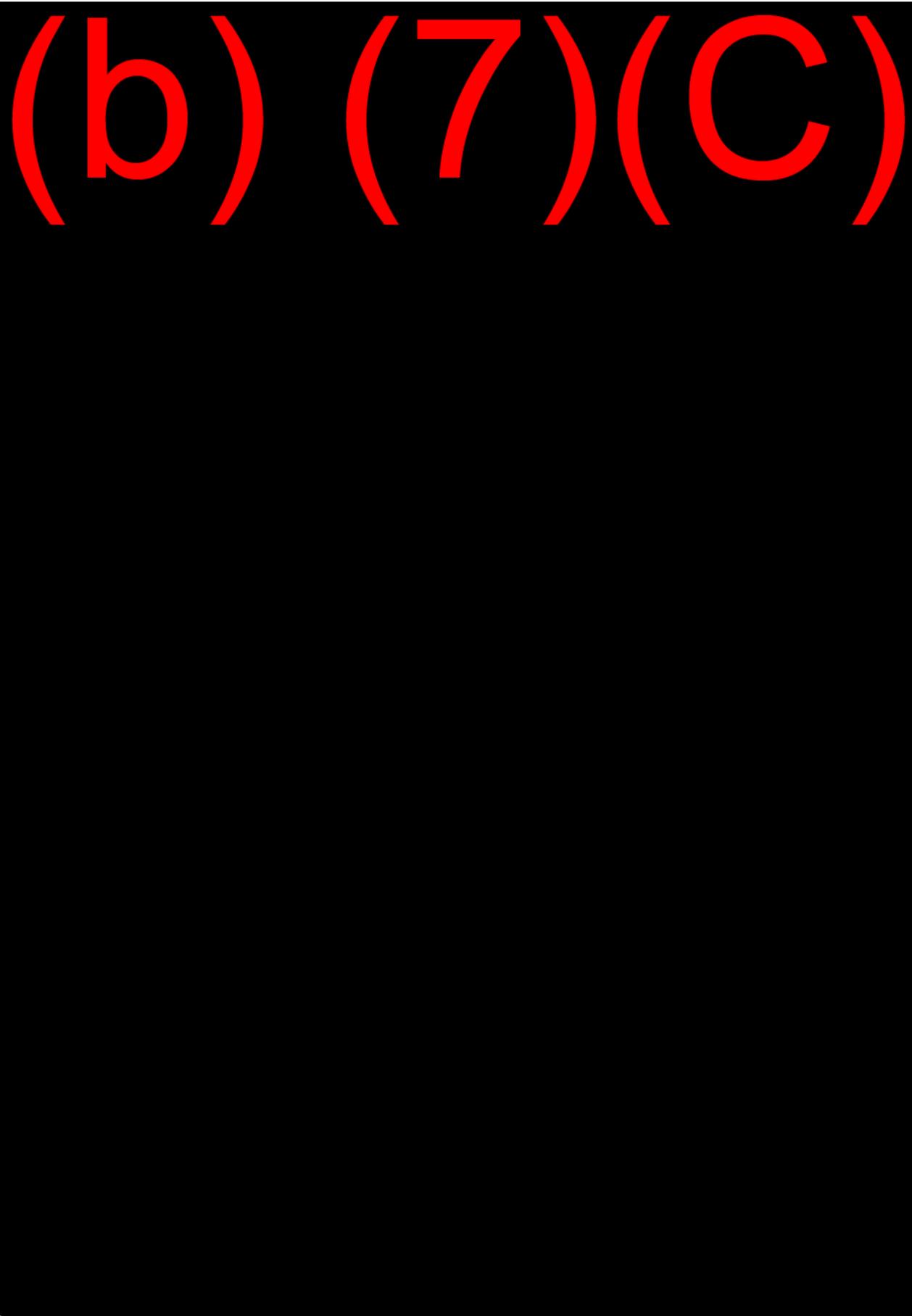


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ATTACHMENT B

NOTICE TO CLASS MEMBERS

Dear [NAME]:

We are writing to you with regard to your 2010 or 2011 application for employment with Norfolk Southern's Virginia Division ("Norfolk Southern"). Your application was submitted for a Track or Building & Bridge ("B&B") Laborer position during the period of January 1, 2010 through December 31, 2011. Norfolk Southern and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into an Agreement in which Norfolk Southern agreed to certain monetary payments for individuals who submitted a job application during the period of time in question. Because you submitted a job application during the period of January 1, 2010 through December 31, 2011, you are eligible to receive a monetary payment if you sign a Release of Claims.

As part of this Agreement, you are eligible to receive a distribution of at least \$235.00 less lawful payroll deductions. Under the terms of the Agreement, it may take up to nine months from the date of this letter before you receive your payment. **In order to be eligible for this distribution, you must execute the enclosed Address and Social Security Verification, as well as the Release of Claims, and return them to the following address no later than December 27, 2016 for you to be entitled to participate in this settlement:**

Mr. Ricky Morris
Manager EEO
Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510-2108

Norfolk Southern is an Equal Opportunity Employer. By entering into this Agreement, Norfolk Southern has not admitted, nor has there been any adjudicated finding that Norfolk Southern violated any laws when it did not hire you for the position(s) for which you applied. Norfolk Southern has entered into this Agreement for its convenience and to resolve the matter without further legal proceeding.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO NORFOLK SOUTHERN ON OR BEFORE DECEMBER 27, 2016, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may call Ricky Morris, Manager EEO at Norfolk Southern, at 757-629-2622, or (b) (7)(C) OFCCP – Richmond District Office, at 804-888-6714. Your call will be returned as soon as possible.

Sincerely,

Ms. Leanne D. Marilley J
Assistant Vice President, EEO and Diversity
Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510

Enclosures

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Norfolk Southern and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name:

Address:

Telephone Nos.: Home _____ Cell _____ Work _____

Email address that you regularly check: _____

Notify Norfolk Southern at the address below if your address, phone number, or email address changes within the next twelve months.

Ricky Morris
Manager EEO
Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510-2108

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race:

Caucasian African American Hispanic Asian two or More

Native American

Please indicate below whether you are currently interested in employment in a Virginia Division Track or B&B Laborer position with Norfolk Southern. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Norfolk Southern as a Track/B&B Laborer on its Virginia Division. I understand that any offer of employment will be contingent upon the results of a criminal background check, physical, and drug test.

No, I am not interested in employment with Norfolk Southern as a Track/B&B Laborer on its Virginia Division.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW ON OR BEFORE DECEMBER 27, 2016, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

I, _____, certify the above is true and correct.

(print name)

Signature _____

Date _____

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

In consideration of the net payment to me of at least \$235.00 (less legal deductions required by law, such as federal, state and/or local taxes and Railroad Retirement taxes) and in consideration of the Conciliation Agreement between Norfolk Southern and the U.S. Department of Labor/Office of Federal Contract Compliance Programs (hereinafter OFCCP), I, _____, agree to the following:

I.

I hereby waive, release and forever discharge Norfolk Southern, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to me not being hired by Norfolk Southern between January 1, 2010 through December 31, 2011.

II.

I understand that if I am concerned about how the process described in this Release applies to me, I may contact Norfolk Southern (757-629-2622) or OFCCP (804-888-6714) for assistance.

III.

I understand that Norfolk Southern denies that it treated me unlawfully or unfairly in any way and that Norfolk Southern entered into the above-referenced Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Review initiated by OFCCP on July 26, 2011, to resolve alleged disparities in selecting applicants. I agree that the payment of the aforesaid sum by Norfolk Southern to me or Norfolk Southern's job offer to me is not to be construed as an admission of any liability by Norfolk Southern.

IV.

I understand that this Release is a legal document, and I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.

V.

I understand that if I do not sign this Release and return it to Mr. Ricky Morris, Manager EEO, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2108, **on or before December 27, 2016**, I will not be entitled to receive the above-referenced payment.

Signature

Date