

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K/A

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES ACT OF 1934

Date of Report (Date of earliest event reported):

December 7, 2005 (November 22, 2005)



NORFOLK SOUTHERN CORPORATION

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
Of incorporation)

1-8339
(Commission
File Number)

52-1188014
(IRS Employer
Identification No.)

Three Commercial Place
Norfolk, Virginia 23510-9241
(Address of principal executive offices)

(757) 629-2680
(Registrant's telephone number, including area code)

No Change
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

The Current Report on Form 8-K of Norfolk Southern Corporation dated November 23, 2005 as filed with the United States Security and Exchange Commission under SEC Accession No. 0000702165-05-000239 is hereby amended to correct the date of the Board of Directors' action from November 2 to November 22:

On November 22, 2005, the Board of Directors approved the following revised annual salaries, effective January 1, 2006, for certain of its named executive officers: Charles W. Moorman (President and Chief Executive Officer), \$750,000; L. I. Prillaman (Vice Chairman and Chief Marketing Officer), \$600,000; Stephen C. Tobias (Vice Chairman and Chief Operating Officer), \$600,000; and Henry C. Wolf (Vice Chairman and Chief Financial Officer), \$600,000.

Also on November 22, 2005, the Compensation Committee of the Norfolk Southern Corporation Board of Directors approved changing the vesting period on options granted in 2005 under the Long-Term Incentive Plan from three years to one year in order to reduce the expense the Corporation must recognize for those options beginning in 2006. The Compensation Committee approved the Form of Incentive Stock Option and Non-Qualified Stock Option Agreement, Form of Restricted Share and Restricted Stock Unit Agreement and Form of Performance Share Unit Award under the Norfolk Southern Corporation Long-Term Incentive Plan, each attached hereto as an exhibit. Under the Executive Management Incentive Plan and Management Incentive Plan, the Committee adopted pretax net income and operating ratio as the performance criteria used for determining bonuses payable in 2007 for 2006 incentive year.

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SIGNATURES

NORFOLK SOUTHERN CORPORATION
(Registrant)

/s/ Dezora M. Martin

Name: Dezora M. Martin
Title: Corporate Secretary

Date: December 7, 2005

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
99	Form of Incentive Stock Option and Non-Qualified Stock Option Agreement under the Norfolk Southern Corporation Long-Term Incentive Plan
99	Form of Restricted Share and Restricted Stock Unit Agreement under the Norfolk Southern Long-Term Incentive Plan
99	Form of Performance Share Unit Award under the Norfolk Southern Corporation Long-Term Incentive Plan

NORFOLK SOUTHERN CORPORATION
LONG-TERM INCENTIVE PLAN
FORM OF RESTRICTED SHARE AGREEMENT AND RESTRICTED
STOCK UNIT AGREEMENT

AGREEMENT entered into as of _____ (Award Date), between Norfolk Southern Corporation (Corporation), a Virginia corporation, and _____ (Participant).

1. Award of Restricted Shares and Restricted Stock Units. The Corporation hereby confirms an Award to the Participant on Award Date of _____ Restricted Shares of the Corporation's Common Stock, and of _____ Restricted Stock Units, pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), conditioned upon the Participant endorsing in blank a stock power for the Restricted Shares, a copy of which is attached hereto. The Restricted Shares and Restricted Stock Units are granted under and subject to the terms of this Agreement and the Plan, which is incorporated into and forms a part of this Agreement.

Each Restricted Stock Unit is a contingent right to receive cash payment for the Fair Market Value of shares of Common Stock of the Corporation granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement. Each Restricted Stock Unit shall equal the Fair Market Value, as that term is defined in the Plan, of one share of the Common Stock of the Corporation.

The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends, except for Dividend Equivalent payments as set forth below.

2. Dividend Equivalent Payments. The Corporation shall make to the Participant who holds Restricted Stock Units on the declared record date a cash payment on the number of shares of Common Stock represented by the Restricted Stock Units held by Participant on such date, payable on the tenth (10th) day of March, June, September, and December, equal to dividends declared by the Board of Directors of the Corporation and paid on Common Stock. Dividend equivalent payments shall not be made during a Participant's leave of absence.

3. Restriction Period. The Restricted Shares and Restricted Stock Units are subject to a three-year Restriction Period. A certificate or certificates representing the number of Restricted Shares granted shall be registered in the name of the Participant. Until the expiration of the Restriction Period or the lapse of restrictions in the manner provided in Section 5 of this Agreement, the certificate or certificates shall be held by the Corporation for the account of the Participant, and the Participant shall have beneficial ownership of the Restricted Shares, including the right to receive dividends on, and the right to vote, the Restricted Shares.

4. Restrictions. Until the expiration of the Restriction Period or the lapse of restrictions in the manner provided in Section 5 of this Agreement, Restricted Shares and Restricted Stock Units shall be subject to the following restrictions:

(a) the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Shares, nor shall the Participant be entitled to receive a cash payment for the Restricted Stock Units to which the Participant may have a contingent right to receive in the future;

(b) the Restricted Shares and Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of; and

(c) the Restricted Shares and Restricted Stock Units may be forfeited immediately as provided in Sections 5(a) and (b) and Section 6 of this Agreement and as provided for in the Plan.

5. Distribution of Restricted Shares and Restricted Stock Units.

(a) If the Participant to whom Restricted Shares or Restricted Stock Units have been granted remains in the continuous employment of the Corporation or a Subsidiary Company during the entire Restriction Period, upon the expiration of the Restriction Period all restrictions applicable to the Restricted Shares and Restricted Stock Units shall lapse, the certificate or certificates representing the shares of Common Stock that were granted to the Participant in the form of Restricted Shares shall be delivered to the Participant, and the Participant shall be entitled to cash payment for such awarded Restricted Stock Units in accordance with the Plan. Payment for Restricted Stock Units shall be made to the Participant based on the Fair Market Value on the date the Restriction Period expires.

(b) If the employment of the Participant is terminated for any reason other than the Retirement, Disability, or death of the Participant in service before the expiration of the Restriction Period, the Restricted Shares and Restricted Stock Units shall be forfeited immediately and all rights of the Participant to such shares shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company.

If the Participant is granted a leave of absence before the expiration of the Restriction Period, the Participant shall not forfeit any rights with respect to any Restricted Shares or Restricted Stock Units subject to the Restriction Period, except for Dividend Equivalent Payments as provided in Section 2 of this Agreement, unless the Participant's employment with the Corporation or a Subsidiary Company terminates at any time during or at the end of the leave of absence, at which time the shares shall be forfeited immediately and all rights of the Participant with respect to such Restricted Shares and Restricted Stock Units shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company.

If the Participant's employment is terminated by reason of the Retirement, Disability or death of the Participant in service before the expiration of the Restriction Period, the restrictions on the Restricted Shares and Restricted Stock Units shall lapse upon the expiration of the Restriction Period. At such time, for Restricted Shares, the certificate or certificates representing the shares of Common Stock upon which the restrictions have lapsed shall be delivered to the Participant, or the Participant's Beneficiary in the event of the Participant's death, in accordance with the Plan. In addition, at such time, payment shall be made in cash to Participant in accordance with the Plan with respect to the Restricted

Stock Units representing the shares of Common Stock upon which the restrictions have lapsed and delivered to the Participant, or the Participant's Beneficiary in the event of the Participant's death, in accordance with the Plan. Notwithstanding the foregoing, if a Participant is a "Specified Employee," as defined in section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended, the certificate or certificates representing the shares of Common Stock with respect to the Restricted Shares shall not be delivered, and payment in cash with respect to the Restricted Stock Units, shall not be made until the later of six months after the Participant's Retirement or Disability, or the expiration of the Restriction Period.

(c) The Committee, in its sole discretion, may waive any or all restrictions with respect to Restricted Shares and Restricted Stock Units. Notwithstanding any waiver, any delivery of Restricted Shares or Restricted Stock Units to the Participant may not be made earlier than delivery would have been made absent such waiver of restrictions.

6 . Forfeiture Upon Breach of Non-Compete Covenant. If the Participant's employment is terminated by reason of the Retirement of the Participant in service before the expiration of the Restriction Period and the Participant Engages in Competing Employment (as defined in the Plan) prior to expiration of the Restriction Period, then the Restricted Shares and Restricted Stock Units shall be forfeited immediately and all rights of the Participant to such Shares and Units shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company.

7. Participant Bound by Plan. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Restricted Shares and Restricted Stock Units, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

NORFOLK SOUTHERN CORPORATION

By _____

PARTICIPANT

By _____

Attest:

NORFOLK SOUTHERN CORPORATION
LONG-TERM INCENTIVE PLAN
FORM OF PERFORMANCE SHARE UNIT AWARD

Pursuant to the authority granted under the Norfolk Southern Corporation Long-Term Incentive Plan ("Plan") and in accordance with its terms, the Committee approved the future award of Performance Share Units under the Plan, to such Participants and in such amounts as may be determined by the Committee, payable one half in cash and one half in shares of Common Stock of Norfolk Southern Corporation. The award of Performance Share Units shall entitle Participants to Performance Shares (or cash in lieu thereof) upon the Corporation's achievement over a three-year Performance Cycle of performance goals established by the Committee at the time of grant for three equally weighted Performance Criteria: (a) the Corporation's total stockholder return as compared to the S&P 500 Index; (b) the Corporation's operating ratio; and (c) the Corporation's return on average capital invested.

If the Participant's employment with the Corporation or a Subsidiary is terminated before the end of the Performance Cycle for any reason other than Retirement, Disability, or death, the Participant shall forfeit all rights with respect to any Performance Shares that were being earned during the Performance Cycle. If the Participant is granted a leave of absence before the end of the Performance Cycle, the Participant shall not forfeit rights with respect to any Performance Shares that were being earned during the Performance Cycle, unless the Participant's employment with the Corporation or a Subsidiary Company terminates at any time during or at the end of the leave of absence, at which time the Participant shall forfeit all rights with respect to any Performance Shares that were being earned during the Performance Cycle. If a Participant's employment is terminated before the end of the Performance Cycle by reason of Retirement, Disability or death, the Participant's rights with respect to any Performance Shares being earned during the Performance Cycle shall, subject to the other provisions of Plan Section 10, continue as if the Participant's employment had continued through the end of the Performance Cycle. Notwithstanding this provision, however, if the Participant Engages in Competing Employment (as defined in the Plan) following Retirement before the end of the Performance Cycle, then Participant shall immediately forfeit all rights with respect to any Performance Shares that were being earned during the Performance Cycle. In addition, notwithstanding this provision, if the Participant is a "Specified Employee," as defined in section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended, Performance Shares shall not be distributed (or cash in lieu thereof shall not be paid) until the later of six months after the Participant's Retirement or Disability, or the end of the Performance Cycle.

NORFOLK SOUTHERN CORPORATION
LONG-TERM INCENTIVE PLAN
FORM OF INCENTIVE STOCK OPTION AND
NON-QUALIFIED STOCK OPTION AGREEMENT

AGREEMENT dated as of _____ (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and _____ (Optionee).

1. Grant of Option. The Corporation hereby confirms the grant to the Optionee on Award Date, of an Incentive Stock Option to purchase _____ (ISOs) shares of the Corporation's Common Stock and a Non-Qualified Stock Option to purchase _____ (NQSOs) shares of the Corporation's Common Stock, both at a price of \$_____ per share, which is equal to the Fair Market Value of the Corporation's Common Stock on the Award Date pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), a copy of which Plan is appended hereto and all the terms and conditions of which are incorporated in this Agreement. The Non-Qualified Stock Option shall not be treated as an Incentive Stock Option.

2. Duration of Option. This Option (to the extent not earlier exercised) will expire ten (10) years from the Award Date, except that the term of the Option is subject to earlier termination if the Optionee's employment with the Corporation or a Subsidiary Company is terminated for any reason other than Retirement, Disability, or death, in which case the Option shall expire at the close of business on the last day of active service by the Optionee with the Corporation or a Subsidiary Company. If the Optionee is granted a leave of absence and if the Optionee's employment with the Corporation or a Subsidiary Company terminates at any time during or at the end of the leave of absence, the Option grant shall expire at the close of business on the last day of employment with the Corporation or a Subsidiary Company. In addition, the term of the Option is subject to earlier termination upon violation of the Non-Compete Covenant set forth in paragraph 4 herein and upon the grant of a new Award, with the Optionee's consent, to replace the Option in connection with the merger or consolidation of the Corporation.

3. Exercise of Option. This Option may be exercised in whole or in part at any time or times prior to its expiration; provided that any purchase of less than all of the shares of Common Stock then subject to exercise shall be for 50 shares or a multiple thereof; and provided further that the first exercise of this Option shall not occur before the first anniversary of the date on which the Option was granted. Notwithstanding this provision, however, if the Optionee's employment with the Corporation or a Subsidiary Company is terminated by reason of the Optionee's Retirement, the Optionee may first exercise this Option on the later of the first anniversary of the date on which this Option was granted or the effective date of the Optionee's Retirement. Written notice of the exercise of all or any part of this Option shall be given to the Secretary of the Corporation and shall be deemed to have been received either when delivered personally to the office of the Secretary or on the date of any U.S. Postal Service (or other independent express mail company) postmark on the notice. Such notice shall be irrevocable, shall specify the number of shares to be purchased and the purchase price to be paid therefore, and must be accompanied by the payment of the purchase price as provided in paragraph 5 herein. Upon the exercise of such Option, the Corporation will issue or cause to be issued a certificate or certificates for the Common Stock being purchased as soon as practicable.

4. Forfeiture Upon Breach of Non-Compete Covenant. This Option is subject to immediate forfeiture, and all rights of the Optionee to this Option shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company, if the Optionee Engages in Competing Employment (as defined in the Plan) for a period of three years following Retirement or Disability.

5. Payment of Option Price. The purchase price of Common Stock upon exercise of this Option shall be paid in full to the Corporation at the time of the exercise of the Option in cash (including check) or by the surrender to the Corporation of shares of previously acquired Common Stock which shall have been held by the Optionee for at least twelve (12) months and which shall be valued at Fair Market Value on the date the Option is exercised, or by a combination of cash and such Common Stock.

6. Dividend Equivalents. Except as otherwise provided herein, for a period of five (5) years from the date of this Agreement, the Corporation shall make to the Optionee who holds this option on the declared record date a cash payment on the outstanding shares of Common Stock covered by this Option, payable on the tenth (10th) day of March, June, September and December, in an amount equal to dividends declared by the Board of Directors of the Corporation and paid on Common Stock. If the employment of the Optionee is terminated for any reason, including Retirement, Disability or death, the Corporation shall have no further obligation to make any payments commensurate with dividends on shares of Common Stock covered by this Option. In addition, dividend equivalent payments shall not be made during the Optionee's leave of absence.

7. Non-transferability. This Option is not transferable other than by will or the applicable laws of descent and distribution following the death of the Optionee. This Option may be exercised during the lifetime of the Optionee only by the Optionee, and following death only by the Optionee's Beneficiary.

8. Optionee Bound by Plan. The Optionee agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee hereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Optionee, in acceptance of the above-mentioned Option, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

NORFOLK SOUTHERN CORPORATION

By _____

OPTIONEE

By _____

Attest:
