

AGREEMENT

between

SOUTHERN RAILWAY COMPANY

and its employees

represented by

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In accordance with Article IX of the May 19, 1986 BLE National Agreement, the Carrier may establish interseniority district service between Alexandria, Virginia, and Spencer, North Carolina, subject to the following conditions:

Article I -- Assignment of Engineers

- A. Engineers will be assigned in regular or pooled service unless other arrangements are made between the Local Chairman and the Division Superintendent.
- B. Alexandria will be the home terminal for Washington District engineers in this service, and Spencer will be the away-from-home terminal.
- C. Spencer will be the home terminal for Danville District engineers in this service, with Alexandria as the away-from-home terminal.

Article II

- A. Interseniority district trains requiring relief on line of road under the Hours of Service Law will be relieved by the extra boards at Manassas and Spencer, depending upon whose tracks the engineer outlaws.
- B. Location of the diesel units will determine location of the train when the crew outlaws.

Article III - Rate of Pay

- A. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986, by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

- B. Engineers operating in this service from Alexandria to Spencer will be allowed the 321 miles actually operated. Engineers operating this service from Spencer to Alexandria will be allowed the 317 miles actually operated.
- C. Danville District engineers will be entitled to 50% and Washington District engineers will be entitled to 50% of the service. The number of engineers initially protecting this service will be equally divided between the Washington and Danville Districts. In the event of an uneven number of assignments, the additional assignment will initially be designated as a Danville District assignment. Carrier will maintain records of trips operated in this service, and when an inequity of 100 trips is reached, one of the assignments in the service will revert to the other district to recapture its equity.

#### Article IV - Picking Up and/or Setting Off

An engineer in this service required to make more than three pick-ups and/or set-outs of cars (excluding the setting out of bad order cars) at intermediate points will be paid local freight rates in lieu of through freight rates for the trip.

#### Article V - Laying Off

- A. Irregular vacancies at the home terminal will be filled pursuant to schedule rules by extra engineers at the home terminal of the assignment. Vacation and other known vacancies may be filled by senior engineers making application, otherwise, such vacancies shall be filled from the extra board.
- B. Engineers assigned in or used in this service will not be permitted to lay off at other than the home terminal of the assignment except in bona fide emergency cases. An engineer laying off under the circumstances described herein will, when reporting for work, be required to do so at the home terminal of the assignment.
- C. In case of an engineer laying off at the away-from-home terminal of his assignment in emergency, an extra engineer from the extra board point protecting service for the terminal at which the employee laid off will be used and then deadheaded to his home terminal and be paid in accordance with the applicable deadhead rules in effect.

Article VI - General

- A. When an engineer is required to report for duty or is relieved from duty at a point other than the on and off-duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation.
- NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
- B. On runs established hereunder, engineers will be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.
- C. In order to expedite the movement of interseniority district runs, engineers on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For engineers on longer runs, the Carrier shall determine the conditions under which they may stop to eat. When engineers on such runs are not permitted to stop to eat, they shall be paid an allowance of \$1.50 for the trip.
- D. Where the lodging provided by the Carrier at the away-from-home terminal is more than one-half mile from the on-duty and/or off-duty point, the Carrier shall provide suitable transportation [as defined in paragraph (A)] for the engineers using the lodging facility, between the on-duty and/or off-duty point and the lodging facility.
- E. An engineer entitled to transportation will be furnished transportation promptly when requested, but not later than thirty (30) minutes after such request is made following tie-up time, or they will be permitted to use commercial transportation and will be reimbursed for such cost by the Carrier. (Receipt must be furnished.)
- F. Engineers having an employment relationship on the effective date of this Agreement will not be required to lose time or utilize off-duty time for the purpose of qualifying on physical characteristics on territory for which interseniority district service is being operated.
- G. An engineer assigned in this service running to his away-from-home terminal will be deadheaded to his home terminal in the event his return run is not operated.

- H. An engineer assigned in this service will be deadheaded to the away-from-home terminal for his run in the event his run is not operated out of the home terminal but is operated from the away-from-home terminal to the home terminal.
- I. This Agreement changes scheduled agreements only to the extent necessary to implement service as set forth herein.

Article VII - Protection

The provisions of Article IX, Section 7 of the May 19, 1986 Agreement shall apply to employees adversely affected by the application of this Agreement.

Dated at Atlanta, Georgia, this 9th day of September, 1988.

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R. C. Wallace, General Chairman  
Brotherhood of Locomotive Engineers

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R. C. Steele, Jr.  
Assistant Vice President  
Labor Relations

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