

AGREEMENT

between

SOUTHERN RAILWAY COMPANY

and its employees

represented by

UNITED TRANSPORTATION UNION

In accordance with Article IX of the October 31, 1985 UTU National Agreement, the Carrier may establish interdivisional service between Alexandria, Virginia, and Spencer, North Carolina, and interdivisional service between Spencer, North Carolina, and Atlanta, Georgia, subject to the following conditions:

Article I - Allocation of Forces

A. Alexandria to Spencer

- 1) Initially two crews from the Washington seniority district and two crews from the Danville seniority district will protect this service.
- 2) Alexandria will be the home terminal and Spencer the away-from-home terminal for Washington District crews. Spencer will be the home terminal and Alexandria the away-from-home terminal for Danville District crews.
- 3) Interdivisional extra service will be protected by the seniority district on which the train originates.

B. Spencer to Atlanta

- 1) Initially two crews from the Charlotte South Seniority District and one crew from the Charlotte North Seniority District will protect this service. At the end of six months, two Charlotte North District crews and one Charlotte South District crew will protect this service. For equity purposes, this rotation will continue in each succeeding six month period.

- 2) Spencer will be the home terminal and Atlanta the away-from-home terminal for Charlotte North District crews. Atlanta will be the home terminal and Spencer the away-from-home terminal for Charlotte South District crews.
- 3) Interdivisional extra service will be protected by the seniority district on which the train originates.

#### Article II - Relief on Line of Road

- A. Interdivisional trains requiring relief on line of road under the Hours of Service Law will be relieved by the seniority district on whose tracks the crew outlaws.
- B. Location of the diesel units will determine location of the train when the crew outlaws.

#### Article III - Rate of Pay

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 October 31, 1985, by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

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

- A. Crews in this service may be required to make a straight pick-up and/or straight set-out at Greensboro and Charlotte, North Carolina, without any additional compensation.
- B. If these crews are required to pick-up or set-out at other intermediate points not listed in paragraph A, each employee of the crew shall be paid an additional allowance of 30 minutes pay at the pro rata rate in effect on October 31, 1985, for each intermediate point where such work is required. Such allowance is not subject to any future wage increases. Setting out bad order cars will not be considered set-outs under the provisions of this agreement.

## Article V - Laying Off

- A. Irregular vacancies at the home terminal will be filled pursuant to schedule rules by extra employees at the home terminal of the assignment. Vacation and other known vacancies may be filled by employees from the respective seniority district if desired, otherwise, such vacancies shall be filled from the respective extra board.
- B. Employees 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 employee 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 employee laying off at the away-from-home terminal of his assignment in emergency, an extra employee 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 a crew 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 for the crew.  
  
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 crews 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 interdivisional runs, crews 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 crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members 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 employees using the lodging facility, between the on-duty and/or off-duty point and the lodging facility.
- E. An employee 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. An employee assigned in this service running to his away-from-home terminal will be deadheaded to his home terminal in event his return run is not operated.
- G. An employee 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.

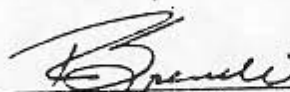
Article VII - Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Agreement.

Dated at Atlanta, Georgia, this 28th day of January, 1986.



A. L. Smith, General Chairman  
United Transportation Union



R. S. Spenski, Assistant Vice  
President, Labor Relations



G. L. Byars, General Chairman  
United Transportation Union

APPROVED:



G. T. DuBose, Vice President

# Southern Railway System

Labor Relations Department

185 Spring Street, S. W.

Atlanta, Georgia 30303

R. S. SPENSKI  
ASSISTANT VICE PRESIDENT  
LABOR RELATIONS  
D. R. JOHNSON  
M. C. KIRCHNER  
D. N. RAY  
DIRECTORS OF LABOR RELATIONS

January 28, 1986

LF-842-2

TEL: (404) 529-2250  
J. R. BINAU  
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ASSISTANT DIRECTORS  
OF LABOR RELATIONS

Mr. A. L. Smith, General Chairman  
United Transportation Union (T)  
730 Riverside Drive  
Macon, Georgia 31201

Mr. G. L. Byars, General Chairman  
United Transportation Union (E-C)  
417 North 21st Street  
Birmingham, ALA 35203

Gentlemen:

This is in reference to agreement signed today in accordance with Article IX of the October 31, 1985 UTU National Agreement to establish interdivisional service between Alexandria, Virginia, and Spencer, North Carolina, and between Spencer, North Carolina, and Atlanta, Georgia.

In connection with this interdivisional service, the Carrier agrees to allow Charlotte District North employees the right to stay in the Spencer Dormitory for the duration of their layover at Spencer.

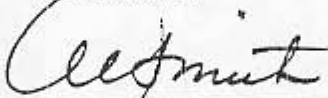
It is further agreed that the parties will meet to discuss such housing if any problems occur with this agreement.

Very truly yours,



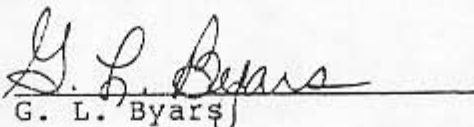
R. S. Spenski

I concur:



A. L. Smith

I Concur:



G. L. Byars

cc: Mr. G. T. DuBose

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Since the purpose of these assignments is to attract new business, reduced ground crews will be used to protect this service in accordance with the provisions of Article 14 of the July 30, 1984 Crew Consist Agreement.

In order to separate old business from new business, the average number of crew trips operated per month for the period July 1, 1984, through June 30, 1985, will be determined for trains No. 219, 222 and 156 on the four districts involved. If the total number of crew trips operated for the trains listed above in any month falls 10% below the average established, the Carrier will use standard crews to protect this service in the next month and each succeeding month until the average number of

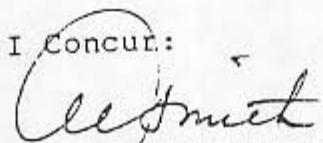
Messrs. Smith and Byars  
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crew trips operated per month for Trains No. 219, 222 and 156 rises to at least 90% of the average for the period July 1, 1984, through June 30, 1985.

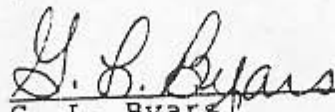
Very truly yours,

  
R. S. Spenski

I Concur:

  
A. L. Smith

I Concur:

  
G. L. Byars

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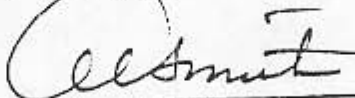
If there is any dispute concerning equity in these assignments or interpretation of the provisions of this agreement, the parties agreed that they will meet promptly in an effort to resolve the problem.

Very truly yours,



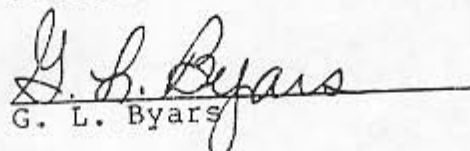
R. S. Spenski

I Concur:



A. L. Smith

I Concur:



G. L. Byars

cc: Mr. G. T. DuBose



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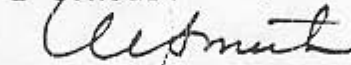
In connection with this interdivisional service, the Carrier agrees when these assignments are not scheduled to operate six days per week, crews will be promptly deadheaded home from their away-from-home terminal if it is anticipated their layover will be longer than 30 hours.

Very truly yours,




R. S. Spenski

I Concur:

  
A. L. Smith

I Concur:

  
G. L. Byars

cc: Mr. G. T. DuBose