

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 interseniority district service between Manassas, Virginia, and Spencer, North Carolina, subject to the following conditions:

Article I - Assignment of Crews

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

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.

B. Head-end employees operating in this service from Manassas to Spencer will be allowed the 296 miles actually operated. Those employees occupying the rear end will be allowed the 292 miles actually operated. All employees operating this service from Spencer to Monroe will be allowed the 292 miles actually operated.

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C. The number of crews protecting this service will be equally divided between the Washington and Danville Districts. In the event of an uneven number of assignments, the Organization will advise Carrier of the one assignment on which it desires Carrier to maintain records of trips operated. This assignment will be filled by the Danville District for the first six months of operation and the Washington District for either the next six months or until the trips are equalized, whichever occurs first.

Article IV - Picking Up and/or Setting Off

A crew in this service required to make more than three pick-ups and/or set-outs (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 employees at the home terminal of the assignment. Vacation and other known vacancies may be filled by senior employees making application, otherwise, such vacancies shall be filled from the 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 intraseniority district 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 the 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 the 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.

H. This Agreement changes scheduled agreements only to the extent necessary to implement service as set forth herein.

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 29th day of February, 1988.

J. H. Clark, General Chairman
United Transportation Union (T)

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

J. R. Barbee, General Chairman
United Transportation Union (E & C)

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