

IMPLEMENTING AGREEMENT

Between

NORFOLK, FRANKLIN AND DANVILLE RAILWAY COMPANY  
SOUTHERN RAILWAY COMPANY

And Their Engineers

Represented By

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

WHEREAS, Carriers have served notice upon the Interstate Commerce Commission ("ICC") in Finance Docket 29430 (Sub-No. 1) Norfolk and Western Railway Company ("NW") ("NF&D") and Southern Railway Company ("SR") of their desire to merge, consolidate and coordinate facilities and operations as described in said notice;

AND WHEREAS, it is anticipated that the ICC Order will impose the employee protective conditions set forth in New York Dock Ry. - Control - Brooklyn Eastern Dist. 354-ICC-399 (1978) as modified at 360 ICC 60 (1979) ("New York Dock Conditions"), copy attached as Appendix "A"

AND WHEREAS, pursuant to Article 1, Section 4(a), of the New York Dock II Conditions, NW("NF&D") and SR have notified the employees of their intention to coordinate their respective facilities, operations and services at Danville, Virginia.

NOW, THEREFORE, it is agreed:

HOP  
3-25  
JFK

ARTICLE I - SCHEDULE AGREEMENT:

A. Southern Engineers' Schedule Agreement will be effective in Danville Consolidated Terminal for all yard engineers. This shall not constitute a precedent with regard to other coordinations.

B. Road Engineers of either railroad involved in the consolidation may be required to perform service throughout the consolidated terminal in accordance with their applicable schedule agreements in the same manner as though such consolidated terminal were a terminal of said railroad.

C. Road and Yard engineers may be required to report and be relieved at designated points in the consolidated terminal as long as such points meet the requirements of applicable schedule agreements, interpretations and practices thereunder.

D. When a road 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.

ARTICLE II - SWITCHING LIMITS

The consolidated switching limits are as indicated below and on Appendix "B":

NF&D	East	MP 196.9
SOU	North	MP 233.2
SOU	South	MP 238.8
SOU	East	MP F-2.4

ARTICLE III - SENIORITY ROSTERS:

A seniority roster will be established (Appendix "C") for purpose of filling regular and extra yard engineer vacancies within the consolidated Danville Terminal by integrating the seniority roster of engineers of the NF&D into the roster of the Southern Danville District Yard engineers, on the percentage basis of NF&D 16.00 and Southern 84.00.

NOTE 1: Percentages for engineers were calculated by using total engine hours for the 12-month period November 1, 1980 through October 31, 1981.

NOTE 2: The NF&D engineer regularly assigned to the Road Switcher and Southern Danville District yard engineers who are regularly assigned or on the extra board at Danville on the 10th day after the ICC Order will be afforded prior rights at Danville and slotted accordingly; after which the remaining engineers on these rosters will be slotted in accordance with their relative standing.

NOTE 3: The roster established under the above formula takes into consideration disabled and promoted engineers by slotting such engineers in seniority order within the same slot as respective active engineers so that each equity slot contains one active engineer.

#### ARTICLE IV

Engineers promoted subsequent to the effective date of this Agreement in the consolidated Danville Terminal will be placed on the bottom of the Danville District Engineers' Roster (attached) and will acquire seniority rights on the Danville District (road and yard). Engineers promoted subsequent to the effective date of this agreement on the NF&D will not acquire seniority rights in the consolidated Danville Terminal.

#### ARTICLE V

Adequate locker room facilities including hot and cold running water, showers, with soap and paper towels will be provided. The facility shall be adequately heated, lighted and ventilated and will be provided with sufficient lockers for use by regular and extra engineers. Should a parking problem exist, such as lighting, ample space, all weather surfacing, etc., the parties will meet promptly for the purpose of correcting such problem.

ARTICLE VI - PRESERVATION OF EXISTING AGREEMENTS:

Not applicable.

ARTICLE VII - QUALIFYING:

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 within the coordinated territory.

ARTICLE VIII

A. The labor protective conditions set forth in the New York Dock Railway Control, Brooklyn East District 360 ICC 60 (1979) (New York Dock) imposed by the Interstate Commerce Commission in Finance Docket 29430 (Sub No. 1) and related proceedings, and which are attached and made a part hereof as Appendix "A" shall be applicable to both road and yard engineers determined to be "displaced employees" or "dismissed employees" as a result of the coordinated operation as set forth herein.

B. The potential earnings of yard and/or road engineer assignments operating at or out of the home terminals of the engineers protecting coordinated service or within a thirty (30) mile radius therefrom, will be posted in \$50.00 increments by the Carriers to be used as a guide for engineers to evaluate seniority and compensation. Such information will be only for

the guidance of protected engineers and will not be construed as a guarantee that any assignment will earn the amounts specified.

ARTICLE IX

A. In order that the provisions of the first proviso set forth in Article I, Section 3 of the conditions contained in New York Dock may be properly administered, each engineer determined to be a "displaced employee" or a "dismissed employee" as a result of this Agreement who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten (10) days after having established "displaced" or "dismissed" status under the conditions set forth in New York Dock, elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3.

B. In the event an engineer fails to make such election within the said ten (10) day period, he shall continue to be entitled to the protective benefits under the provisions of such other protective conditions or arrangement and will not be subject to the protective benefits of this Agreement.

C. There shall be no duplication of protective benefits receivable by any engineer under this Agreement and any other agreement or protective arrangement.

D. If, subsequent to the effective date of the coordination described herein, Carrier officers, supervisory officials or organization representatives exercise seniority rights in road and/or yard service, then, during the period such seniority is exercised, such persons who meet the definitions of "displaced" or "dismissed" employees in the New York Dock Conditions shall be entitled to the same protection afforded engineers in road or yard service in which such seniority is exercised. When determining the "average monthly compensation" for such engineers, it is understood that:

1. As to "full time" organization representatives, Carrier officers and supervisory officials who do not work in the class or classes in which they hold seniority while holding office, will have his average monthly compensation and average monthly time paid for calculated by taking the average of the average monthly compensation and average monthly time paid for of the two (2) protected engineers immediately above and below him on the same seniority roster provided he does not work in his craft twelve (12) months prior to being adversely affected.

2. As to other than "full time" organization representatives, their "average monthly compensation"

will first be arrived at as provided in Section 1 above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic days' pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra engineer, was laying off) to participate in organization business.

3. The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra engineer, was laying off) in order to participate in organization business will be certified by the individual involved and by an officer of his organization and furnished to the designated officer of the Carrier.

E. If, subsequent to the effective date of this Agreement, officials or supervisory personnel exercise seniority rights in the craft or class of employees protected by this Agreement, no engineers subject to this Agreement shall be deprived of the protection afforded herein.

ARTICLE X

A. Each "dismissed employee" shall submit to the Carrier a claim with the following information for the month in which he is claiming benefits on a form (sample to be attached) provided by the Carrier and in accordance with the applicable claim or grievance procedures for handling protective conditions.

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

B. In the event an employee referred to in this Article X is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Appendix "A" he shall be considered the same as if he had filed for, and received, such unemployment benefits.

C. If the employee referred to in this Article X has nothing to report under this Article X account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Section A of this Article X the appropriate form stating "Nothing to Report."

#### ARTICLE XI

An employee whose job is abolished as a result of the transaction or who is displaced by such an employee and becomes unable to secure a position through the exercise of seniority under existing agreements and is eligible to receive a dismissal allowance, may be offered a position by the Carriers in their craft (every effort to be made to limit such offers to adjacent seniority districts). Such employee shall be given thirty (30) days' notice of such offer and must elect one of the following options prior to the expiration of the notice:

1. To accept the offer;
2. Resign from all service and accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936; or

3. To be furloughed without protection during the furlough.

In the event an employee fails to make such an election, he shall be considered to have exercised option 3.

Employees accepting a job offer pursuant to this Article XI requiring a change of residence will be subject to the moving and real estate expenses provided in Sections 9 and 12 of the New York Dock Conditions. Employees accepting the offer will be ranked on the appropriate roster as of the date of acceptance.

Employees transferred to other rosters pursuant to this Section will retain seniority rights and recall rights on their previous rosters. If recalled, they shall accept such recall in accordance with the appropriate Agreement or forfeit all seniority on their previous roster. If they accept such recall, they shall forfeit all seniority on the roster to which they have previously accepted transfer. The application of this paragraph shall not involve any expense to the Carrier for moving or real estate costs, or otherwise, unless the employee is furloughed within three years after changing his point of employment, in which case the provisions of Section 9 of Article I of New York Dock will apply.

NOTE: This Article XI has no application to an employee (engineer) who is eligible to exercise seniority in any other craft or class in which he holds seniority.

ARTICLE XII

The signatory parties are in accord that any inadvertent errors, omissions or inclusion in this Coordination Agreement, including attachments thereto recognized by both parties as being inconsistent with the purpose and intent of this Agreement, will be corrected, included or deleted as the case may be, to properly reflect the understanding reached through negotiations.

ARTICLE XIII

This agreement does not impose any restrictions that did not exist on the effective date of this agreement on work rights of any other assignments operating within or through the territory covered by this agreement.

ARTICLE XIV

Where the rules of the respective schedule agreements conflict herewith, the provisions of this agreement will apply. Rules or portions thereof, that are not in conflict with this agreement are preserved.

ARTICLE XV

This agreement shall be effective only upon ICC approval of the transaction and upon 15 days written notice to the respective General Chairmen and will fulfill the requirements stipulated in Article I, Section 4, of the New York Dock II Conditions imposed in the Order issued in ICC Finance Docket No. 29430. Nothing in this agreement is intended to diminish the protection in New York Dock II.

This agreement is signed March 17, 1982.

FOR THE EMPLOYEES:

S. I. Smith

S. I. Smith, General Chairman  
Brotherhood of Locomotive Engrs.

R. E. Branton

R. E. Branton, General Chairman  
Brotherhood of Locomotive Engrs.

R. B. Curtis'

R. B. Curtis, Vice President  
Brotherhood of Locomotive Engrs.

C. M. Moore

C. M. Moore, Vice President  
Brotherhood of Locomotive Engrs.

FOR THE CARRIERS:

R. E. Loomis

R. E. Loomis, Asst. Vice President  
Labor Relations  
THE SOUTHERN RAILWAY COMPANY

J. R. Bowman

J. R. Bowman, Superintendent  
NORFOLK, FRANKLIN AND DANVILLE  
RAILWAY COMPANY

Carrier File: LF-846-E-DANV

2/W-012/emm

March 17, 1982

LF-846-E-DANV

Mr. S. I. Smith  
Mr. R. E. Branton

Gentlemen:

This will confirm our understanding that the following will be effective with the coordination of SR and NF&D operations at Danville, Virginia.

Copies of the coordination Agreement signed today will be made available by the Carriers to all employees working in coordinated service.

In the application of the "Labor Protective Conditions" (Attachment "A"), any employee whose regular assignment is abolished on or about the effective date of this agreement as a result of implementation of this coordinated service, plus all employees who are in turn displaced by such employees, will be recognized as having established as valid basis for protective benefits if "placed in a worse position with respect to his compensation." The foregoing is not intended to imply automatic certification to employees so recognized.

Very truly yours,

*R. E. Loomis*

R. E. Loomis, Asst. Vice Pres.  
Labor Relations  
SOUTHERN RAILWAY CO.

*J. R. Bowman*

J. R. Bowman, Superintendent  
NORFOLK, FRANKLIN AND DANVILLE  
RAILWAY COMPANY

cc: Mr. R. B. Curtis  
Mr. C. M. Moore

March 17 1982

Mr. S. I. Smith  
General Chairman, BLE

Mr. R. E. Branton  
General Chairman, BLE

Gentlemen:

It is understood that after issuance of the ICC Order approving Finance Docket No. 29430 (Sub-No. 1) regularly assigned and extra board engineer positions at Danville will be promptly advertised in accordance with Article 26, B, Filling Permanent Vacancies of the Southern and NF&D Engineers' Agreements.

It is also understood that engineers exercising seniority in accordance with the provisions contained herein will not be subject to provisions of the respective Deadhead Rules.

It is further understood that engineers exercising seniority in accordance with the above provisions do not trigger protective benefits provided for in New York Dock II Conditions.

Very truly yours,

R. E. Loomis

R. E. Loomis, Asst. Vice  
President Labor Relations  
Southern Railway Company

J. R. Bowman

J. R. Bowman  
Superintendent  
NF&D Railway Company

We concur:

S. I. Smith

S. I. Smith  
General Chairman, BLE

R. B. Curtis

R. B. Curtis  
Vice President, BLE

R. E. Branton

R. E. Branton  
General Chairman, BLE

C. M. Moore

C. M. Moore  
Vice President, BLE

APPENDIX "D"

THE FOLLOWING QUESTIONS AND ANSWERS CONSTITUTE AGREED-UPON INTERPRETATIONS OF AGREEMENT COVERING COORDINATION OF NF&D AND SOU YARD OPERATIONS AT DANVILLE, VIRGINIA.

Q. 1. Must a "Displaced Employee" exercise his seniority to an equal or higher-paying job to which he would be entitled in order to qualify for displacement allowance:

A. Not necessarily. However, a "Displaced Employee" failing to do so will be treated for purposes of the guarantee as occupying an available higher paying position, subject to application of the one-for-one principle as set forth in Question and Answer 4.

Q. 2. Is an employee hired after the effective date of the coordination agreement eligible for protection under this agreement under any circumstances?

A. Yes, provided subsequent action taken by the carriers, pursuant to authorization in F. D. 29430, results in such employee attaining status as a "Displaced employee" or a "Dismissed Employee."

Q. 3. Assuming the coordination of operations covered by this agreement is effective July 1, 1982. An employee attains status as a "Displaced Employee," as a result of the coordination on March 1, 1983. When does his protection expire?

A. Six (6) years from the month in which such employee is determined to be a "Displaced Employee." However, the protective period for any particular employee shall not continue for a longer period following the date he was "displaced" or "dismissed" than the period during which such employee was in the employ of the railroad prior to the date of his "displacement" or his "dismissal."

Q. 4. A job is available to more than one protected employee with higher posted earnings than any of their guarantees. Will the earnings of the higher, posted assignment be charged against the guarantees of all such employees?

A. No more than one protected employee will be treated at any one time as occupying a higher rated position held by a junior man. That is to say, the senior employee who is not earning his

guarantee will be treated as occupying the position producing the highest earnings, the second such senior employee will be treated as occupying the position producing the second highest earnings, and so forth.

Q. 5. An employee performs service as Extra Yardmaster, both prior to and subsequent to the effective date of the coordination. How will such service be computed?

A. (1) Such service and time prior to the coordination shall be included in the test-period computations.

(2) Compensation for such service and time paid for subsequent to the coordination shall be applied against the test-period guarantee.

Q. 6. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under New York Dock?

A. No, provided it can be shown that as a result of the involved "Transaction" such employee "is placed in a worse position with respect to his compensation."

Q. 7. An employee with a guarantee of \$1,900 per month fails to exercise seniority to obtain a position with posted earnings of \$1,900-\$1,950. In a particular month, he earns \$1,850. What payment, if any, would be due?

A. None, subject to the one-for-one principle - See Q. and A. 4.

Q. 8. Employee Jones' guarantee is \$1,800 per month, and he claims a job with posted earnings of \$1,800-\$1,850 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,850-\$1,900 a month. In a month, Jones has earnings of \$1,750 and Smith earns \$1,875 in the same month. Can the job to which Smith is assigned be charged against Jones?

A. No. Jones fulfilled his obligation by exercising seniority to an assignment with posted earnings exceeding his guarantee. Provided Jones met all other requirements, he will be due \$50.

#### EXAMPLES

Jones is senior to Smith and their respective test period monthly components are as follows:

(Jones) Average monthly compensation... \$1,600.00  
Average monthly time paid for.. 200 hours  
Monthly average hourly rate\*... \$8.00

(Smith) Average monthly compensation... \$1,550.00  
Average monthly time paid for.. 190 hours  
Monthly average hourly rate\*... \$8.16

\* For computation of earnings lost due to voluntary absences only.

Q. 9. Jones was available for service the entire month and worked 210 hours and earned \$1,680. What compensation would be due Jones?

A. The \$1,680 he earned.

Q. 10. Jones was available for service the entire month and worked 190 hours and earned \$1,575. What compensation would be due Jones?

A. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings guarantee.

Q. 11. Jones marked off two (2) days (his assignment worked 8 hours on each of the two days) during the month and worked 190 hours and earned \$1,575. What compensation is due Jones?

A. He is only due \$1,575, his actual earnings, as he was not available for service equivalent to his base period of 200 hours; hence, 200 hours minus 190 hours leaves 10; 10 hours times his \$8 hourly rate equals \$80, which amount is deductible from the \$1,600 monthly guarantee.

Q. 12. Jones marked off two (2) days (his assignment worked 8 hours on each of the two (2) days) during the month and worked 195 hours and earned \$1,550. What compensation would be due?

A. His earnings of \$1,550 plus \$10, or \$1,560 calculated as follows: \$1,550 plus \$50 minus \$40 (200 hours minus 195 hours equals 5 hours times \$8 equals \$40 to be deducted).

Q. 13. Jones marked off two (2) days during the month and worked 170 hours and earned \$1,500. What compensation is due?

A. \$1,500 as the calculation of his monthly guarantee, with deductions for two days' absence, resulted in less than his actual earnings, i.e., 16 hours (hours his assignment worked on the two off days) times \$8 equals \$128. \$1,600 minus \$128 equals \$1,472.

hours creditable to that month. However, when a vacation commences in one month and ends in another, the vacation compensation and hours will be proportioned between the months in accordance with the number of vacation days falling in each month.

Q. 19. In computing monthly guarantees, may a protected employee be charged with voluntary absence when directed or summoned by the Company to attend investigation, or court?

A. No, provided such employee attends the investigation or court as a witness for the Carrier or, in the case of an investigation, attends as a charged employee and no discipline is assessed as a result thereof.

Q. 20. If an employee elects to accept the protective conditions of this Agreement while otherwise eligible for protection under a former protective arrangement or agreement, will such employee resume protection under the former agreement at the expiration of the protective period under this Agreement?

A. Yes, provided protection under the former agreement has not been exhausted or expired.

Q. 21. What is the meaning of "change in residence?"

A. A "change in residence" as referred to in Section 5(b) and 6(d) of New York Dock shall only be considered "required" if the reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of employment at the time affected, and the normal reporting point is farther from the employee's residence than his former point of employment.

Q. 22. Do Sections 9 and 12 of Article I also apply in the case of a "required" change of residence in the exercise of seniority on the employee's own seniority district?

A. Yes, provided the employee cannot hold a position which does not require a change of residence and has been instructed by the Carrier to so exercise his seniority.

Q. 14. Jones, during the month, earned \$1,555 while during the same period Smith earned \$1,595. In the premise that they met the necessary requirements for the full guarantee allowances, could the earnings of Smith be used against the claim of Jones for \$45?

A. No, provided Jones has exercised seniority according to the bulletin listing average job earnings. If Jones did not exercise seniority to the position held by Smith in accordance with bulletin listing the average job earnings he would only be entitled to \$5 under his guarantee.

Q. 15. Jones worked his average monthly hours (200), but in such period did not earn his average monthly compensation. During the month Jones marked off for two days. May the Carrier make deduction for the days Jones was off?

A. No deduction would be made as Jones worked his average monthly hours during the month.

Q. 16. A job is advertised and the potential earnings are not posted. Jones is the successful bidder and earns \$1,550 during the month. Could the earnings of any assignment with either higher or lower earnings be charged against Jones?

A. No, since the potential earnings of the job were not posted Jones would be entitled to \$1,550 plus \$50, or \$1,600, the amount of his monthly earnings guarantee, provided he met all other requirements. When the potential earnings of the job are posted, Jones would then be expected to place himself on a higher-paying position, in accordance with normal bidding or displacement rules at his first opportunity, subject to principles outlined in Q. and A. 1.

Q. 17. May an employee called and used as an emergency conductor or engineer, as the case may be, be charged with a loss of earnings on his regular assignment or with higher posted earnings on other assignments account of being so used?

A. No, as he is protecting his seniority as conductor or engineer in accordance with the requirements of the applicable Agreement.

Q. 18. How is vacation pay treated in computing guarantees under this Agreement?

A. Hours of compensation for days on vacation during a calendar month are treated, for the purposes of the guarantee, the same as any other compensation and hours creditable to that month. Thus, if a vacation falls entirely within one month, the compensation and hours shall be treated as all other compensation and