

Agreement NS 9 OPS - Interroad Trains and
Spencer-Hagerstown
Run-through Trains

IMPLEMENTING AGREEMENT

Between

NORFOLK AND WESTERN RAILWAY COMPANY
SOUTHERN RAILWAY COMPANY

And Their Engineers

Represented By

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

RECEIVED

MAY 4 1982

B. L. E. - G. C. A.
Sou. Rwy. Sys.

WHEREAS, Carriers have served notice upon the Interstate Commerce Commission ("ICC") in Finance Docket 29430 (Sub-No. 1) Norfolk and Western Railway Company ("NW") 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 and SR have notified the employees of their intention to operate interroad trains between Potomac Yard at Alexandria, Virginia, and Roanoke, Virginia, through Lynchburg,

Virginia, and between Spencer Yard at Linwood, North Carolina, and Roanoke, Virginia, through Altavista, Virginia, and/or Lynchburg, Virginia, and run-through trains between Spencer Yard and Hagerstown, Maryland, through Lynchburg, Virginia.

NOW, THEREFORE, it is agreed:

ARTICLE I - INTERROAD TRAINS

(a) Interroad trains may be operated in through freight service between Potomac Yard at Alexandria, Virginia, and Roanoke, Virginia, through Lynchburg, Virginia, by Southern Washington District engineers.

(b) Interroad trains may be operated in through freight service between Spencer Yard at Linwood, North Carolina, and Roanoke, Virginia, through Altavista, Virginia, and/or Lynchburg, Virginia by Southern Danville District engineers.

(c) Engineers in this service will be allowed 218 miles in each direction between Potomac Yard and Roanoke and 200 miles between Roanoke and Spencer Yard via Lynchburg and 178 miles between Roanoke and Spencer Yard via Altavista, plus any additional miles operated on intersecting branch lines.

(d) Commencing with inauguration of interroad service, the Carriers will maintain a monthly record of all trips and mileage earned by engineers operated in either direction between Spencer Yard and Roanoke. At the expiration of the first three months of this service and each three months thereafter the Carriers will furnish such data to the involved Local Chairmen with copy to the General Chairmen.

1. At the expiration of the first twelve (12) months of this service, the mileage earned will be totaled and furnished the General Chairmen for evaluation. If the total mileage for the twelve-month period indicates operation of more than an average of two (2) trains in each direction per day, NW engineers will be credited with twenty-five percent (25%) of mileage in excess of 1,460 trips (282,000 miles).

NOTE: 25% represents the mileage between Lynchburg and Roanoke over NW tracks.

2. Such an accounting will be continued on a monthly-quarterly basis until NW has accumulated the equivalent of three months' work for one NW engineer (10,200 miles). At that time NW will be given one assignment in the Spencer-Roanoke service.

3. On request of either General Chairman, a conference will immediately be arranged for the purpose of carrying out the purpose and intent of this provision.

4. In the event NW engineers fail or refuse to protect such service, any portion not protected will be forfeited.

5. Unless otherwise agreed, when NW engineers have recovered 10,200 miles, such recovery assignment will revert to Southern engineers.

6. If an NW engineer is given an assignment in Spencer-Roanoke service, the home terminal for such NW engineer will be Roanoke. Such engineer will not be used outside of this service.

7. Final terminal delay for NW engineers at Spencer will commence at MP 323.0 with running time of thirty (30) minutes.

ARTICLE II - SCHEDULE AGREEMENTS

Southern Schedule Agreements will be effective for inter-road trains operated by Southern engineers and NW Schedule Agreements will be effective for interroad trains operated by NW engineers except as provided in this agreement.

ARTICLE III - RELIEF ON LINE OF ROAD

(a) Interroad trains operated by Southern engineers en route to Roanoke requiring relief on line of road under the Hours of Service Law west of Altavista or Lynchburg will be relieved by NW engineers. Interroad trains operated by NW engineers en route to Spencer requiring relief on line of road under the Hours of Service Law south of Altavista or Lynchburg will be relieved by Southern engineers.

(b) Engineers so relieved will be transported immediately to their destination terminal and will remain on duty for pay purposes until they register off (can be done by telephone, at the destination terminal). In the event transportation cannot reach the point

of relief or proximity thereof, they will be provided with transportation at the first point where transportation can be utilized:

NOTE: Transportation will be provided by taxi or chauffeured Company vehicles meeting standards of having clean interior, sufficient seats to accommodate the number of employees being transported therein and meeting the safety standards required by the state and any other regulatory agency related thereto.

(c) If possible, the train dispatcher will anticipate the need for transportation at least two hours in advance in order to have it available when needed.

(d) If an extra engineer is used in accordance with this Article, he will be deadheaded on arrival at the destination terminal if it is not his supply point.

(e) In cases where relief is required by an engineer for reasons other than set out in this Article 3, and a qualified demoted engineer is employed on the train, such demoted engineer may be used to operate the train to the terminal.

NOTE: The provisions of this Article III are not intended to limit or modify the intent of Article VIII, Section 2, of Mediation Agreement dated July 26, 1978.

ARTICLE IV - RUN-THROUGH TRAINS - SPENCER-HAGERSTOWN

(a) NW engineers operating on run-through trains between Lynchburg and Shenandoah via C&O trackage will not be used outside of this service.

(b) Running time for these NW engineers at Lynchburg for purposes of the Final Terminal Delay Rule will be thirty (30) minutes from the new connection track at MP 171.1 (Old Main Line).

(c) These NW engineers will not be required to pick up and/or set off while operating on C&O trackage between Lynchburg and Glasgow, Virginia, except bad order cars.

(d) Engineers so relieved will be treated in the same manner as stated in Paragraphs b, c, d and e of Article III of this agreement.

(e) Engineers in this service will be allowed 123 miles in each direction between Shenandoah and Lynchburg plus any additional miles operated on intersecting branch lines.

(f) Southern Danville District engineers operating between Spencer and Lynchburg in run-through service on the Spencer to Hagerstown run-through train will be relieved only at Monroe, and be transported between Lynchburg and Monroe on a continuous time and mileage basis. No deadhead allowance will be paid in either direction between Lynchburg and Monroe. Final terminal delay for these engineers will commence at MP 176.8.

ARTICLE V - PICKING UP AND/OR SETTING OFF

Interroad engineers will not be required to pick up and/or set off cars on NW tracks between Lynchburg and Roanoke or Altavista and Roanoke except bad order cars. Such trains will not handle local NW cars between Roanoke and Lynchburg or Altavista and vice versa.

ARTICLE VI - QUALIFYING

(a) No engineer will be required to lose time for the purpose of learning the territory beyond his former seniority district. All engineers will be called for vacancies on the referred to inter-road/run-through freight assignments, and will not be run around account of not being qualified.

(b) Engineers required to qualify over segments of trackage with which they are not familiar will do so while on duty and under pay. Engineers will not be required to lose time or utilize off duty time for the purpose of qualifying.

(c) A qualified engineer pilot will be furnished to pilot an engineer who holds seniority as such on the effective date of this agreement over that portion of the territory which he is unfamiliar until such engineer has made at least five round trips over that portion of the territory.

(d) Engineers used as pilots will be called from the respective engineers extra lists (Roanoke and Danville District) and may be continued in service for the purpose of qualifying over the territory for which they are not qualified. After sixty (60) days from the date this agreement is placed in effect, if a demoted engineer, who is a member of the crew is qualified in the territory in which the engineer is not familiar, he may be used as a pilot and will be paid engineer's rate of pay for the entire trip. The engineer-pilot will not be considered a part of the crew for which he was used as pilot but can be used as pilot on another crew on a return trip to his home terminal. Such engineer-pilots may be tied up at Lynchburg, Altavista or Monroe. Engineers, when acting as pilots, will be paid engineer's rate provided for class of service in which used. If a demoted engineer is used as a pilot as set forth in this paragraph (d), the engineer who is being piloted will be allowed engineer "without fireman rate."

NOTE: The provisions of paragraphs (c) and (d) above will apply for a six-month period from date of implementation of this service.

ARTICLE VII - GENERAL CONDITIONS

(a) NW engineers operating in interroad service between Roanoke and Spencer will be provided lodging at Southern's Spencer Dormitory and can be required to utilize Southern motive power while on these runs.

(b) The reporting points at the home terminal for engineers working in this interroad/run-through freight service will be the points for registering off duty on the return leg of the trip.

(c) The following items on engines used in this interroad/run-through service will be provided and maintained in proper condition:

1. cab heaters, cab floors and running board clean; cab gauges and operating controls.
2. cab weatherstripping
3. windshield and wiper
4. fresh drinking water and water coolers in clean and operating condition
5. toilet facilities
6. speedometers
7. radios

Engineers will report defects of items listed above on the proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects. Defects that are noted while enroute will be reported by the most expedient means of communication in order that they may be corrected at the next crew change point. Should any defects be noted prior to an engineer departing a crew change point, such defects will be corrected prior to his departure if at all possible.

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 18, 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

R. C. Steele, Jr.
R. C. Steele, Jr., Asst. Vice
President, Labor Relations
NORFOLK AND WESTERN RAILWAY CO.

3/M-036/emm

March 18, 1982

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

Gentlemen:

This will confirm our understanding that the following will be effective with the commencement of interroad train operation between Potomac Yard and Roanoke and between Spencer Yard and Roanoke.

Copies of the Interroad Agreement signed today will be made available by the Carriers to all employees.

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 interroad 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. C. Steele, Jr.

R. C. Steele, Jr., Asst. Vice Pres.
Labor Relations
NORFOLK AND WESTERN RAILWAY CO.

RE Loomis

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

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

ATTACHMENT "A"

SEE ATTACHMENT ~~"A"~~^{"F"}
OF NS 4 OR 5 OPS

(FINANCE DOCKET # 28250)