

**SMART UTU**  
**Interdivisional Service Notice**

**Operating Between Kingsport, TN, and Bostic, NC**

Pursuant to the provisions of the Consolidated Southern Region Agreement (CSRA) assigned and/or unassigned interdivisional freight service may be operated between **Kingsport, TN**, and **Bostic, NC**, through Erwin, TN, under the following conditions:

**Section 1      Notice**

Upon ten days' advance written notice to the General Chairman of the United Transportation Union to establish interdivisional/intradivisional freight service. When such service is operated, the conditions hereinafter set forth shall apply.

1. Kingsport, TN, will be the home terminal and Bostic, NC, will be the away-from-home terminal for train service employees operating under this notice. Assigned and/or pool crews may be used to protect such service. Frequency and schedule of train service permitting, assigned trains and/or meet and turn service may be established as provided in this agreement.
2. Uniform trip mileage for the service to Bostic will be 149 miles, which includes the movement between Kingsport Terminal and Bostic Terminal in either direction, regardless of the yards in which the train originates or terminates. This Notice will not affect the mileage or pay conditions of other traffic operating between those locations.
3. Pro-ration of mileage to protect this service will be on the basis of:
  - a. 100% (149 miles) to train service employees on the Consolidated LN District Prior Rights Trainmen's roster and Consolidated Southern Region Agreement (CSRA).
4. The Company will make electronic records available to the affected SMART-TD Local Chairmen, for use in any pro-ration of work among the employees each payroll period.

**Section 2**

1. All miles run in excess of the miles encompassed in the basic day shall be paid for at the mileage rate established in Section 2(b) of Article IX of the October 31, 1985, UTU National Agreement.
2. Interdivisional service crews will not be tied-up en-route but will be deadheaded to the final destination in continuous service and allowed the trip mileage.
3. Relief service will be as provided for in Road Service Article 46, Paragraph C, of the CSRA.

4. Held away from home terminal for pool crews protecting this service, provided for by Article 30 of the CSRA, will commence at fifteen (15) hours after registering off duty from their previous trip or deadhead at the away-from-home terminal at the pro-rata rate per hour paid for the last service performed and will continue until the crew reports for duty for service at the away-from-home terminal.

### **Section 3**

1. When train crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service covered by this Notice, the Company shall authorize and provide suitable transportation for such train crews to the on and off duty points. The on and off duty points for this service will be Kingsport, TN and Bostic, NC.

Note: Suitable transportation includes Company owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

2. Trainmen manning service under this agreement will be able to qualify for the current away from home standard meal allowance as provided for by the Schedule Agreement.
3. In order to expedite the movement of interdivisional/intradivisional trains operated under this Agreement, the Company shall determine the conditions under which the crews may stop to eat. When such crews are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip.

### **Section 4**

1. Conductors/Trainmen assigned to service operated under this notice will be qualified over unfamiliar territory by qualified Conductors under full pay of the assignment. Conductors/Trainmen who stand to protect the service, including filling vacancies, will take their regular turns when called and be qualified by Conductor pilots, under full pay of the assignment.
2. In order to provide for prompt qualification, Conductors/trainmen called for pilot service that are not qualified over the entire territory of the assignment may be required to begin or extend their trip over the entire territory of the run.
3. When, in the opinion of the supervisory officer, a conductor/trainman is taking an unreasonable amount of time to qualify, the trainman will be required to consult with the supervisory officer and the SMART-TD Local Chairman having jurisdiction for the purpose of identifying and correcting the problem.

## **Section 5**

Protective conditions contained in Article IX – Interdivisional Service of the October 31, 1985 UTU National Agreement shall apply to employees affected by the implementation of this Notice. Protective conditions referred to between parties on existing ID Agreements will remain in effect unless otherwise modified. “Agreed upon Questions and Answer” pertaining to the protective conditions are attached as Attachment “B.” Any protective benefits greater than those provided by this Article, available under existing agreements shall continue to apply, subject to the terms and obligations in lieu of benefits provided by this Article.

## **Section 6**

The parties recognize that additional items of mutual benefit may be discussed and agreed upon.

## **Attachment B Interdivisional Questions And Answers**

The Following Questions And Answers Constitute Agreed-Upon Interpretations Of Attachment “A” – Labor Protective Conditions:

Q1. 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?

A1. 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.

Q2. Is an employee hired after the effective date of the transaction eligible for protection under this agreement under any circumstances?

A2. Yes, provided subsequent action taken by the Company, pursuant to the Agreement, results in such employee attaining status as a “displaced employee” or a “Dismissed employee”.

Q3. A job is available to more than one protected employee with higher earnings than any of their guarantees. Will the earnings of the higher assignment be charged against the guarantees of all such employees?

A3. No. The one-for-one principle applies in that no more than one protected employee will be treated at any one time as occupying a higher rated position held by a junior employee.

Q4. An employee performs service as an Extra Yardmaster, both prior to and subsequent to the effective date of the transaction. How will such service be computed?

A4. (1) Such service and time prior to the transaction shall be included in the test-period computations. (2) Compensation for such service and time paid for subsequent to the transaction shall be applied against the test period guarantee.

Q5. Is it necessary that an employee be displaced from his assignment or position in order to establish eligibility for protective benefits under the Agreement?

A5. No, provided it can be shown that “such employee” is placed in a worse position with respect to his compensation.

Q6. 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?

A6. None, subject to the one-for-one principle

Q7. Employee Jones’ guarantee is \$1,850 per month, and he claims a job with posted earnings of \$1,850 - \$1,900 per month. A junior employee, Smith, has guarantee of \$1,700 per month and claims a job with posted earnings of \$1,900 - \$1,950 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?

A7. No. Jones fulfilled his obligation by exercising seniority to an assignment with earnings equal to or exceeding his guarantee. Providing Jones has fulfilled all his obligations he will be due \$50.

#### EXAMPLE

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

(Jones) Monthly earnings average \$1,600.00

Monthly guarantee average \$1,800.00

Monthly posted average \$1,850.00 - \$1,900.00

(Smith) Monthly earnings average \$1,550.00

Monthly guarantee average \$1,700.00

Monthly posted average \$1,900.00 - \$1,950.00

Q8. Jones was available for service the entire month and earned \$1,680. What compensation would be due Jones?

A8. The \$1,680 he earned.

Q9. Jones was available for service the entire month and earned \$1,575. What compensation would be due Jones?

A9. His earnings of \$1,575 plus \$25, or \$1,600, the amount of his monthly earnings guarantee.

Q10. Jones marked off two (2) days (his assignment worked on each of the two days) during the month he earned \$1,575. What compensation is due Jones?

A10. His is only due \$1,575, his actual earnings, as he was not available for service equivalent to his test period monthly guarantee. The lost earnings from the two days deducted from his monthly guarantee would be less than his actual earnings. He would be entitled to his actual earnings only.

Q11. May an employee called and used as an emergency conductor or employee, as the case may be, be charged with a loss of earnings on his regular assignment or with higher earnings on other assignments account of being so used?

A11. No, as he is protecting his seniority as a conductor or an employee in accordance with the requirements of the applicable Agreement.

Q12. How is weekly vacation pay treated in computing guarantees under this Agreement?

A12. Compensation for vacation during a calendar month is treated for the purposes of the guarantee, the same as any other compensation and creditable to that month. Thus if a vacation falls entirely within one month, the compensation shall be treated as all other compensation and creditable to that month. However, when vacation commences in one month and ends in another, the vacation compensation will be proportioned between the months (1/7 of the week's compensation for each day on vacation) in accordance with the number of vacation days falling in each month.

Q13. In computing monthly guarantees, may a protected employee be charged with voluntary absences when directed or summoned by the Company to attend investigation, court, rules classes, etc.?

A13. No, provided such loss of time is necessary in order to reasonably comply with such directive or instructions.

Q14. 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?

A14. Yes, provided protection under the former agreement has not been exhausted or expired.

Q15. What is the meaning of “change in residence”?

A15. A “change in residence” as referred to in the Agreement 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 if farther from the employee’s residence than his former point of employment.

Q16. 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?

A16. 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. No. 1.

Q17. How soon after the end of the month in which an employee is entitled to a protection allowance must he file a claim for such allowance?

A17. Within 60 days following end of such month. However, the employee need not file a claim until after being advised by the Company of his “average monthly compensation.”

Q18. When does an employee have to make the election of benefits, under Section 10 of Article XIII?

A18. Within 10 days of the date the employee receives notification from the Company that as a “Displaced Employee or a Dismissed Employee”, he has been placed in a worse position with respect to his compensation as a result of the implementation. It is understood such employee will be provided his “Test Period Average before an election must be made.