



Jenn Fry, HDO
Labor Relations Department
500 Water St., HQ 6th FL.
Jacksonville, Florida 32202

Sent via email
November 4, 2020

Travis Raynes, General Chairman
Brian Killough, General Chairman
SMART-TD

Subject: Russell to Kingsport ID Service Notice

Gentlemen:

Pursuant to the provisions of the Consolidated Southern Region Agreement (CSRA), this will serve as the Carrier's 10 day Notice to establish service between Russell, KY and Kingsport, TN for traffic operating between these locations, regardless of the route, on or after November 14, 2020. The home terminal for this service will be Russell and the away from home terminals will be Kingsport.

Please do not hesitate to call if you have any questions regarding the above.

Thank you,

A handwritten signature in black ink that reads "Jenn Fry".

Jenn Fry

Cc: Edward Casey, Mgr LR – Northeast
Tara Tingley, Sr. Mgr LR - Northeast
Scott Tomblin, Superintendent - Northeast
Adam Brannen, Asst Supt - Northeast
Don Munley, Crew Management

**CSXT and SMART-TD
Interdivisional Service Notice
Operating Between Russell and Kingsport**

Pursuant to the provisions of Article 40 - Interdivisional Service contained in 2010 Consolidated Southern Region Agreement (“CSRA”) CSXT No. 4-037-09, assigned and/or unassigned interdivisional freight service may be operated between Russell and Kingsport, 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. Russell will be the home terminals, Kingsport will be the away-from-home terminal for train service employees operating under this agreement. Assigned and/or Unassigned 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 Labor Agreement 04-037-09, as amended.
2. Uniform trip mileage for the service to Kingsport will be 229.8 standard miles, which includes the movement between Russell and Kingsport in either direction, regardless of the route, and regardless of the yards in which the train originates or terminates. This Agreement 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 59% (134.9 miles) to train service employees in the C&O Seniority District and 41% (94.9 miles) to train and service employees in the L&N Seniority District.
4. The Company will make electronic records available to the affected UTU Local Chairmen, for use in the calculation of 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, "Trains that are tied up on line due to being overtaken by the Hours of Service Law may be re-crewed with a qualified Trainman initially from the home or away from home destination; if none, from the nearest source of supply point via highway miles; without penalty to the Company."
4. Held away from home terminal for pool crews protecting this service, provided for by this agreement 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 Russell and Kingsport.

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 covered by this Notice 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 Notice, 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/trainmen is taking an unreasonable amount of time to qualify, the conductor will be required to consult with the supervisory officer and the UTU 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 Agreement. Protective conditions referred to between parties on existing ID Agreements will remain in effect unless otherwise modified. "Agreed upon Questions and Answers" pertaining to the protective conditions are attached as Attachment "A". 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.