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General Chairman

united transportation



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GENERAL COMMITTEE GO-851
CSX/SCL - FECR - WSSB - HPTD - GM - GARR - SCPR - SCCR

February 27, 2009

Mr. Myron Becker
Director, Labor Relations
CSX TRANSPORTATION
500 Water Street, J-455
Jacksonville, FL 32202

SCANNED & SENT

Dear Sir:

Listed below please find incidents where CMC automatically marked up two miscalled employees who were assigned to the Savannah B1 Extra Board.

We contend that CMC does not have any right (contractual or practical) to automatically mark-up an employee who is out of place for call.

Example 1: On January 31, 2009, at 0506 hours, Conductor T.J. Chaney (570591) was miscalled for A-04031. According to Mr. Chaney, the crew caller did not leave a message (voice mail) informing him that the Carrier was attempting to contact Mr. Chaney to report for duty. The Organization and the Carrier have a long-standing practice of common courtesy when it comes to advising the employee of the nature of the call and what the call is in reference to work, displacement, or to just say "hello". However, the main issue and concern is CMC automatically marking Mr. Chaney up at 2105 – some 16 hours later, only to miscall him again at 2135 hours. At 2145 hours, CMC canceled the 2135 miscall and laid Conductor Chaney off, only to turn around and mark him back up for another miscall at 2159 hours. CMC automatically called Mr. Chaney up again on February 1, 2009, at 1401 hours.

Example 2: On February 6, 2009, at 2209, hours, Conductor E.J. Osteen (382308) was miscalled for a deadhead for Q604. On February 7, 2009, at 1409 hours, CMC automatically marked up Mr. Osteen for the service.

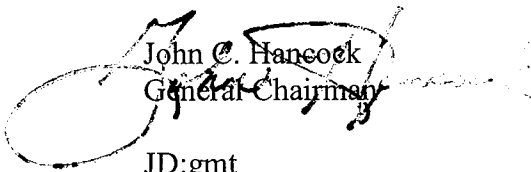
In reviewing CSXT Labor Agreement 4-037-01 and the Automatic Mark-up Agreement, in place on the SCL property (see copies attached), nowhere do I find an agreement that allows the Carrier to automatically mark up employees from a miscall.

The forenamed employees received additional miscalls because they did not know they were miscalled in the first place. As such, our complaint is self-explanatory.

This office requests that the appropriate personnel are notified of these violations and the practice is immediately ceased.

Your expeditious handling of this matter would be most appreciated.

Very truly yours,



John C. Hancock
General Chairman

JD:gmt
Enclosures

Cy: Charlie Parham, LC
Executive Committee
Tom Flanley, CMC, CSXT
Walt Gallahan, CMC, CSXT

CSXT LABOR AGREEMENT 4-037-01

MEMORANDUM OF AGREEMENT
Between
CSX TRANSPORTATION, INC.
and its employees
Represented by
UNITED TRANSPORTATION UNION
(Former SCL)

CSXT Labor Agreement 4-037-01, Paragraph Three (3), is hereby modified as stipulated below:


It is agreed that all Road Extra Boards, will be modified to allow two (2) rest days per pay period, subject to the conditions stipulated in this Agreement.

1. The two (2) rest days shall be consecutive.
2. The employees assigned thereto shall be guaranteed a salary of \$2,012.57 per pay period, subject to all future cost of living and wages increases.
3. Employees assigned to the extra board who mark off but mark back up before their turn is called, will not have their extra board guarantee reduced. If their turn is called before they mark back up, they must remain off for sixteen (16) hours from the time they marked off. When marking up they will be placed at the bottom of the extra board.
 - (a) An employee who is marked off whose turn is called to protect an outlying assignment, must relieve the employee who caught the turn when marking back up, unless the employee who caught the turn elects, at the time called, to remain on the assignment.
 - (b) Employees who mark off and their turn is called before they mark up, will have their extra board guarantee reduced by 1/12th for each day or portion thereof. The pro-ration for partial assignment to the extra board will also be subject to the 1/12th provision for each full calendar day assigned.
4. Attached are Agreed-Upon Questions and Answers to the Road Extra Board.

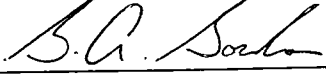
This modified Agreement shall become effective November 1, 2005.

Signed this date, October 13, 2005, at Jacksonville, FL.

FOR THE EMPLOYEES


John C. Hancock
General Chairperson
United Transportation Union

FOR THE CARRIER


G.A. Gordon
Director, Labor Relations
CSX Transportation, Inc.

AGREED-UPON QUESTIONS & ANSWERS

Q-1. May employees who are working from the extra board make voluntary moves to other positions on the extra board?

A-1. Yes, in accordance with the seniority rules of the applicable agreement. However, the position will move to the employee rather than the employee moving to the position. Employees will maintain their current position on the board and continue to move up until called for service. Additionally, employees will not be permitted to observe more than one (1) set of off days per payroll period. As such, an employee who has already observed one set of "off days" in a payroll period will be handled as follows:

- (a) Will work through the new set of "off days" and, thereafter, observe the new set of "off days" in the next payroll period; and,
- (b) The employee will be responsible for advising the Crew Center to turn the "off days" back on the next payroll period.

Q-2. Does an employee have a choice of positions with the same set of off days?

A-2. An employee displacing onto the extra board, which has more than one position with the same set of off days, will be required to displace on the open position. When there is more than one open position (seven day period) with the same set of rest days and employees are occupying those positions, the junior employee must be displaced. If there is no open position, he/she will displace the junior employee on that set of off days.

Q-3. My employees work through their assigned off days?

A-3. No. However, an additional service list will be established for employees who desire to be available for service on their off days. Any service performed on the off days will not be used to offset any guarantee payment.

Q-4. What happens if any employee is working when the off days begin?

A-4. The off days will continue for a period of 48 hours. Employees who work into a portion of their off days will observe their off days from the time they register off-duty.

Q-5. Will an extra board employee be considered available for service on the day preceding the rest day if the call for duty will result in the employee going on duty on the designated rest day?

A-5. No. If the employee will not be on duty, or under pay, prior to 0001 hours (midnight) on the day preceding the rest day, he/she will not be considered available for service.

Q-6. Are guaranteed extra board employees required to notify the caller when they begin and end observance of rest days?

A-6. No. They will be marked off at the beginning of their rest days and be automatically marked up at the conclusion of their rest days.

Q-7. If an extra board employee does not observe rest day(s) in the pay period due to displacement, is that employee entitled to additional payment in excess of the guarantee payment?

A-7. No. The guarantee is for the entire bi-weekly pay period.

Q-8. If an employee is displaced after beginning his rest days, or after 10:00 PM prior to beginning his rest days, what are the options of the displaced and displacing employee?

A-8. The displaced employee will be allowed to observe the rest days. The displacing employee will not be allowed to observe the rest days until the next pay period. When an employee is making a seniority move, either voluntary or involuntary, to a set of rest days, he must do so prior to the calling time of the assignment.

Q-9. An employee is called to protect an outlying assignment on Monday. His rest days are Tuesday and Wednesday. What are his options?

A-9. If an employee desires to observe his rest days, he must notify the caller prior to the deadhead time of the outlying assignment. If the employee does not desire to observe his assigned rest days, they will begin for a period of forty eight (48) hours after arriving back at the extra board supply point. Should the employee observe the rest day(s) of the outlying assignment he will only be able to claim additional rest day(s) after arriving back at the extra board supply point if he would not exceed two rest days in the bi-weekly pay period.

If the employee elects to observe his rest days, he will forfeit his deadhead back to the supply point. The employee who is called to relieve him will not be paid a deadhead to the outlying assignment, but will be paid the deadhead back to the supply point when relieved.

Q-10. If an extra board employee is displaced from his rest days, how will he be handled?

A-10. If he claims another set of rest days within three (3) hours of being notified, he will retain his position on the extra board. If the turn is called out within that three (3) hour period and he has not placed himself, he will be placed at the bottom of the extra board when he claims another set of rest days. If a displaced employee waits more than 12 hours to claim a position on the extra board, he will be penalized an additional day's guarantee. If he claims an assignment other than the extra board, the 12-hour placement rule in the schedule agreement will apply.

Q-11. What is the proper procedure when an employee, who has been called to fill a vacancy at an outlying point, and while they are working that assignment, they are displaced less than two (2) hours prior to the time their rest days are scheduled to begin?

A-11. The displacing employee will not be allowed to observe the rest days. The displaced employee, when returning, will be allowed to observe the two rest days before being required to exercise seniority, unless they have observed rest day(s) in accordance with Q&A No. 9.

Q-12. Will employees exercising seniority to the road extra board, including claiming an open position, be placed at the bottom of the extra board?

A-12. No. If the position is in the process of moving up the board, the employee claiming it would assume that position on the board. Employees returning from vacation or other compensated service will be placed at the bottom of the extra board in accordance with Q&A 9 of the Crew Consist Agreement.

* Q-13. If an employee is called out of place, how will they be handled?

A-13. They will be handled in accordance with Paragraph 3 (b) of this Agreement. If the employee who caught their turn does not request to be relieved, they will be placed at the bottom of the extra board.

Q-14. An extra board employee is protecting an outlying assignment and is displaced from his rest days while protecting that assignment. What is the correct procedure to follow?

A-14. The displaced employee will remain on the outlying assignment until relieved. Upon returning to the supply point, they will be allowed to exercise seniority. This will not prevent the employee from exercising seniority in accordance with the schedule agreement. For extra board guarantee purposes, they will be shown as assigned to the extra board while protecting the outlying assignment. If they exercise seniority to another extra board position in accordance with Q &A No. 10, they will not be charged with the loss of any guarantee. The displacing employee will be placed at the bottom of the extra board and may observe the rest days in accordance with Q&A No. 1.

Q-15. Reference is made to Paragraph Three (3) of CSXT Labor Agreement 4-037-01 with regards to marking off. When an employee marks off, where will his standing be when he marks up?

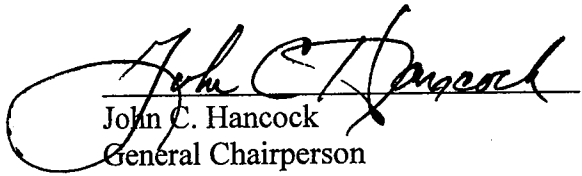
A-15. If their turn has not been called, they will retain their position on the extra board and will not have their extra board guarantee adjusted. If their turn has been called, when marking up they will be placed at the bottom of the extra board and their guarantee adjusted accordingly.

These Q&A's are agreed to by the parties' signatory hereto as they apply to the Road Extra Boards on the former SCL portion of CSX.

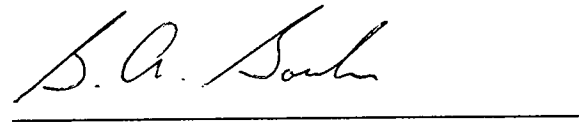
This modified Agreement shall become effective November 1, 2005.

Signed this date, October 13, 2005, at Jacksonville, FL.

AGREED:



John C. Hancock
General Chairperson
United Transportation Union



G.A. Gordon
Director, Labor Relations
CSX Transportation, Inc.

CSX
TRANSPORTATION
Gregory A. Gordon
Director-Labor Relations

Labor Relations Department
500 Water Street, J-455
Jacksonville, FL 32202

Writer's Direct Contact Information:
Phone (904) 359-3939
Fax: (904) 359-4815
E-Mail: Greg_Gordon@csx.com

November 1, 2005

File: Article VII of 2002 UTU National Agreement

Mr. J. C. Hancock, General Chairperson
United Transportation Union
9550 Regency Square Boulevard
Suite 900
Jacksonville, FL 32225

Sir:

This is in reference to our previous correspondence and discussions proposing a System-wide Rule for automatic mark-ups from various types of absences pursuant to Article VII – Enhanced Manpower Utilization, Section 1 of the 2002 UTU National Agreement. Inasmuch as we have not addressed this issue for several months, we suggest the following language for your consideration in an effort to bring this matter to closure.

Automatic Mark-Up

Employees will be marked-up automatically from the following authorized absences:

Rest days, daily vacations, personal leave days (paid), company business (including all safety related matters), suspension (less than thirty days), weekend military reserve duty and rules classes.

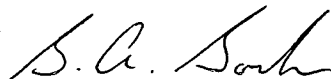
Employees will be marked-up automatically for their assignments at the expiration of the time allotted by agreement, or at the expiration of the time requested and granted, unless the employee marks-up earlier or requests and is granted additional time off.

Employees returning from weekly vacations shall be marked-up at the expiration of their vacation. Their status will be changed to displaced and they must exercise their seniority prior to the expiration of twelve hours.

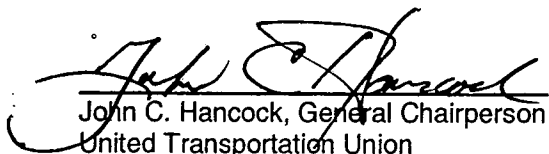
Employees will not be marked-up automatically from absences due to personal sickness, sickness in family, doctor's appointments, personal business, union business, investigations or jury duty. Employees who mark-off for those type of reasons will advise crew dispatchers approximately how long they expect to be absent.

If this is acceptable to you, please indicate by signing below and returning to me.

Sincerely,



I concur:



John C. Hancock, General Chairperson
United Transportation Union

November 1, 2005
Date

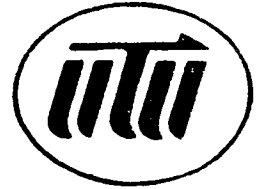
JOHN C. HANCOCK
General Chairman

J. ALLEN GLOVER, JR.
R. GERALD FOSTER
Vice General Chairmen

united
transportation



union



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GENERAL COMMITTEE GG-851
CSX/SCL - FECR - WSSB - HPTD - GM - GARR - SCPR - SCCR

August 6, 2002

Article Rd-26, Section 7(A)

Mr. R. D. Hiel
Senior Director Labor Relations
CSX Transportation
500 Water Street
Jacksonville, FL

Dear Mr. Hiel:

This refers to our August 29, 2000 Memorandum of Understanding concerning automatic mark-up from daily vacation and personal leave.

Item No. 3 reads that employees will be automatically marked-up at the expiration of scheduled [personal leave or daily vacation] day(s). Article Rd-26, Section 7(A) requires employees protecting assignments terminated at outlying points to report back "prior to or during the first eight (8) hours after such assignment goes on duty...." If the employees failed to do so, Article Rd-26, Section 7(A) demands that they will forfeit the right to protect the assignment the next day.

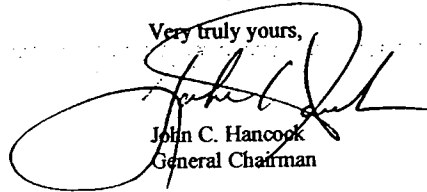
This will confirm our understanding that employees assigned to an outlying point assignment, who observes scheduled personal leave or daily vacation, and are required to mark up within the first eight (8) hours, will be considered as being marked up in accordance with Article Rd-26, Section 7(A) at those locations where auto mark off is in effect. Employees working those assignments will protect such the next working day after observing personal leave or daily vacation day(s). This will eliminate the requirement for employees to call in and mark up within the first eight (8) hours.

Extra board employees called to protect those vacancies will be notified, when called, that they will be relieved upon expiration of the regular assigned employees scheduled absence.

If regular assigned employees desires to further mark-off beyond the personal leave and/or daily vacation, they will be required to handle that issue separately.

Please indicate your agreement by signing in the space provided.

Very truly yours,



John C. Hancock
General Chairman

I Agree:



R. D. Hiel
Senior Director, Labor Relations

MEMORANDUM OF AGREEMENT
Between
UNITED TRANSPORTATION UNION
And
CSX TRANSPORTATION

Sched.

11/1 23 2001

It is hereby agreed that

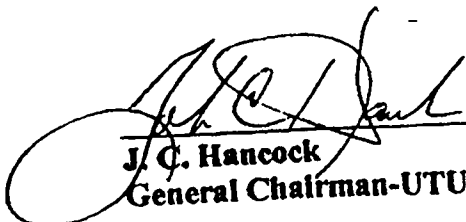
1. Employees may be automatically marked-off to observe scheduled personal leave and/or daily vacation days. An individual may remove a scheduled personal leave/daily vacation day(s) up until 11:59 p.m. prior to the beginning of the scheduled day(s). If a scheduled day(s) is not removed by 11:59 p.m. that day(s), it cannot be removed and the employee must observe that day(s).
2. An employee who is working or is out of the terminal when his personal leave/daily vacation day(s) is scheduled to begin may, after going off duty or returning to the terminal, elect to begin his scheduled day(s) then. If an employee does not elect to begin the scheduled day(s) within one (1) hour of going off duty or returning to the terminal, the day(s) will be removed from the schedule. The employee may then schedule the day(s) for a later date if schedule days are available.
3. Employees will be automatically marked back up at the expiration of the scheduled day(s).
4. This Agreement does not apply to regular assigned weekly vacations. Employees will continue to mark off and mark-up in accordance with the current Schedule Agreement for weekly vacations.
5. This Agreement may be implemented at each terminal by faxing the attached letter to Crew Management. The implementation and cancellation of this Agreement may be done by five (5) days' written notice from each Local Chairman to Crew Management. However, once this Agreement is implemented and subsequently cancelled by a particular Local Chairman, such status must be maintained for thirty (30) days before the Agreement can be re-implemented by the Local Chairman. Such procedure will be applicable on future instances involving the implementation or cancellation of this Agreement.


All references herein to the masculine gender are for convenience only and apply equally to the feminine gender.

Signed this 29th day of August, 2000.

FOR THE ORGANIZATION

FOR THE CARRIER


J. C. Hancock
General Chairman-UTU


R. D. Hiel
Sen Director-Lab Rel-CSXT