

JOHN C. HANCOCK, johnh@utu851.org
General Chairman

united transportation



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Vice General Chairpersons
April 14, 2010



union

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

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

SCANNED & SENT

Dear Sir:

During a recent disciplinary investigation and handling in Lakeland, Florida, on behalf of Conductor Guice it has come to my attention that CSXT placed a vehicle, in the vicinity of Big Ben, Tampa, Florida, and instructed conductors to operate a vehicle to advance the movement of trains without the conductor located in the locomotive cab of the engine.

Specifically on February 3, 2010, Conductor Guice was assigned to train O841-03 with Engineer Cuyar. He received instructions to operate a company vehicle to move from Tampa Yard to the Big Ben Spur and open a switch for the train to operate into the industry. The train had to operate on the CSXT's main line for approximately 3 miles with the only locomotive occupant being Engineer Cuyar. Without going into major details resulting in the investigation, we must point out our exception. CSX operating a train without a Conductor and further instructing the conductor to operate a vehicle – both of these conditions are in violation of the Crew Consist Agreement, as well as the established working conditions on the property. I will address each issue separately:

1. CSXT operated train O841-03 on the mainline without a conductor in the operating cab for approximately 3 miles. Such violates Article CC-2, Section 1A, reading:

“Effective May 1, 1992, all road and yard crews shall consist of one Conductor/Foreman and one Brakeman/Helper except as hereinafter modified.”

and, Article CC-3, Section 1B reading:

“Effective May 1, 1992, the consist of crews on other than through freight shall be one Conductor/Foreman and one blankable Brakeman/Helper position, with the exception of those assignments which are presently operated by those assignments which are presently operated by agreement with a Conductor/Foreman or single employee only.”

Johnsletters/Becker2010/CC2, CC3

“Taking Care of Business”

This issue has been resolved on the property. In that vein, please see correspondence of July 22, 1992, July 28, 1992 and August 28, 1992, copies of which are attached hereto as Exhibit "A".


2. Notwithstanding the foregoing, we also note that it is not within the scope of duties of conductors to operate company provided vehicles during the course of their duties, except by special agreement. As you are aware, we have made numerous agreements with the Company for utility employees wherein part of their duties include operating Carrier provided vehicles.

Inasmuch as the parties have made an agreement, employees are prohibited from operating a Company vehicle.

Based on the foregoing, it would be appreciated if the Carrier would cease and desist from requiring employees to be absent from a train and perform utility work and thus leave the train operated without a conductor on it.

Please advise when we may meet to conference these most important issues.

Sincerely,



John C. Hancock
General Chairman

JCH:gmt
Enclosures

Cy: Mike Mowery, LC - 1221
Mack Swinson, LC - 1221
Ben Davis, LC - 1221

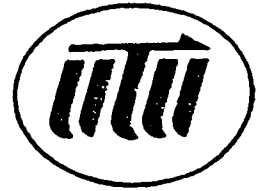
J. E. CRISP
General Chairman

CHARLES B. LUCAS
MITCHELL W. CURRIE
Vice General Chairmen

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transportation



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637-5 BLANDING BOULEVARD
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C-E-T-Y GENERAL COMMITTEE
CSXT/SCL - WSSB - GM - FECHD

July 22, 1992 (DES)

✓ 92 Crew Consist
("Conductor-Only")
A2007904

Mr. R. P. Byers
Senior Director - Employee Relations
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

RE: Our Discussion Relative to an Engineer Being Required to
Operate a Train Without the Assistance of a Conductor or
Trainman

Dear Mr. Byers:

This has reference to conference discussion on July 14, 1992 at which time Mr. D. E. Strickland was advised that our office has received information that an Engineer was being required to operate a train after the Conductor had ceased service account the Hours of Service Law. It would seem that the Engineer moved the train from the south end of Baldwin Yard, yarding same, handling all switches involved without the assistance of a Conductor or Trainman.

You requested that we provide information regarding the date, train number involved, etc.

This is to advise that Engineer W. L. Windham was protecting Train No. R-45227 on June 30, 1992, northbound, en route to Baldwin Yard, FL. Engineer Windham advised our office that the Conductor protecting this assignment (P. W. Lambert) was relieved at the south end of Baldwin Yard (O.R. Cabin) due to the Hours of Service Law. The Supervisors at Baldwin Yard were so advised. Shortly thereafter, Yardmaster Dennis Thompson instructed Engineer Windham to yard his train in the West Yard at Baldwin. Engineer Windham questioned Mr. Thompson's knowledge concerning the status of Conductor Lambert. Yardmaster Thompson advised that he understood that Conductor Lambert was relieved in accordance with the Hours of Service Law and again instructed Engineer Windham to yard his train in the West Yard.

Engineer Windham complained inasmuch as several switches would have to lined; Yardmaster Thompson then instructed Mr. Windham to "do what must be done to yard your train".

Trainmaster Danny Taylor was the Supervisor on duty at the time of this incident.

As you have been advised, this office cannot condone such violations of our Crew Consist Agreement, therefore, it is requested that you handle this matter with Supervisory Personnel to ensure that there are no further incidents of this nature in the future.

Please advise your handling.

Very truly yours,

A handwritten signature in cursive script that reads "J. E. Crisp".

J. E. Crisp
General Chairman

Cy: Mr. G. E. Williams, Sr., LC-1502

JUL 30 1992

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Employee Relations

500 Water Street
Jacksonville, FL 32202

July 28, 1992
File: 8033-04 SCL

Mr. J. E. Crisp, General Chairman
United Transportation Union
637 Blanding Boulevard, Suite 5
Orange Park, Florida 32073-5059

Dear Mr. Crisp:

This refers to your letter dated July 22, 1992, concerning your discussion with Director Strickland concerning an incident that occurred on June 30, 1992, when Engineer W. L. Windham was protecting train R-45227 and was instructed by Baldwin Terminal Officers to yard the train after Conductor P. W. Lambert (in a conductor only operation) had been relieved account of the Hours of Service Law.

We will investigate this incident and reply to you when our facts are developed.

Yours very truly,

A handwritten signature in cursive script, appearing to read "R. P. Byers".

R. P. Byers
Senior Director Employee Relations

SEP 1 1992



Employee Relations

500 Water Street
Jacksonville, FL 32202

August 28, 1992
File: 8033-04 SCL

Mr. J. E. Crisp, General Chairman
United Transportation Union
637 Blanding Boulevard, Suite 5
Orange Park, Florida 32073-5059

Dear Mr. Crisp:

This is in reference to our letter dated July 28, 1992 which was an initial response to your letter dated July 22, 1992, your file reference: '92 Crew Consist ("Conductor Only") A2007904, concerning Engineer Windham being required to yard his train when the conductor had gone on the Hours of Service Law.

We have investigated this matter, as we told you we would, and have been assured that other arrangements will be made in future incidents of this nature. Also, it was developed that Trainmaster Taylor conferred with the yardmaster on duty, who conferred with Engineer Windham as to a possible contractual violation, and Engineer Windham responded with something to the effect of "none that I know of." It was after this conversation that Engineer Windham was required to complete the yarding of the train. There was no willful intent to violate any agreement, and hopefully this will not occur again.

Yours very truly,

A handwritten signature in cursive script that reads "R. P. Byers".

R. P. Byers
Senior Director Employee Relations