

To: All Local Chairman – CSXT  
Cy: Membership c/o LC  
From: John Hancock, GC  
Subject: Single person remotes

Please review the note from Local Chairman West, Local 903, Jacksonville, FL, that he sent to his Membership. As noted by Brother West, David Brown, CSXT President, has issued a directive to operate remote control jobs as a single crew member. CSXT has had the right to operate single person since 1992; however, it is now moving in this area.

Under the 1992 Crew Consist Agreement, one crew cannot assist another crew in the performance of their duties, such as:

1. Protecting a shove move for the other crew - this would be a penalty day's pay for the crew member and the first out employee on the extra board.
2. Operating a switch for another crew and not using the switch, such as lining up for a road crew to depart or lining a move for another yard job.
3. An employee from another craft cannot perform any of our work (engineer, Carmen, yardmaster), and neither can a company officer. If they do, this is claim for five day's pay to be filed by the General Chairman.

Currently, there are two employees that are charged and will be attending a hearing because a car inspector protected their "back-up" move.

Utility employees can perform such work noted in items 1 and 2; however, they must attach to the crew, and a utility employee can only work with one crew at a time.

If a conductor on one job protects a shove move on another job, he must attach to the job; therefore, he becomes a utility employee. The employee cannot go back to his job, except as a brand new day. Therefore, if an employee is instructed to assist another crew in a shoving move, the following is applicable:

1. The employee is due a day's pay for his regular job;
2. The employee is due a day's pay for performing another grade in service – utility employee
3. If he goes back to his former job, he is due another's day pay for a restart on that job
4. The first out extra board employee is due a day's pay because he was deprived of his seniority rights to service in items 2 and 3.

If one conductor on one job assists another job and breaks the plane (connect air hose, attached an EOT, etc), he must attach to the crew. That conductor becomes a utility employee, and by federal law cannot go back to his former job, except as a brand new day. The employee has completed his tour of duty on the original assignment, started a new day as a utility employee, and cannot return to his former assignment, except as a brand new day. Our contract (CBA), which is separate from federal law, requires no less than a basic day for each service. The FRA law cares nothing about the CBA; it only speaks that the job of a utility employee and a conductor CANNOT be intermingled. You could have a CBA that permits a single payment. Our CBA requires no less than a basic day's pay for each service.

The foregoing will become extremely important as conductor certification becomes effective January 1, 2012. The final rule is not published, but such intermingling could become a decertified event.

The future is in our hands. If we choose to violate the CBA, then you will see jobs continue to disappear. If we choose to violate federal law, you will lose your job. The carrier will turn their head and let you violate the law until something happens, and then you will bear the consequences.

Technology will continue to change our way of performing work. At the same time, we have some great contractual provisions that protect us, and we have been able to influence federal law to help us. This is your Union (that's you) at work.

As the old axiom goes, "If we do not hang together, we shall all hang separately."

Band together, support each other, protect your jobs through contract and rule compliance. We have a duty and obligation to comply with all the Company's Operating and Safety Rules. CSXT demands it; they will discipline the employee if they do not comply.

CSXT also has a duty to comply with our contract; we have civilized measures to enforce the contract, and we are doing such. The general rule in arbitration is to professionally advise the officer giving instructions that such may violate the law, the carrier's rules or the UTU contract. Thereafter, we are to comply and grieve. The term "Grieve" is to report the incident to your local union leader and to file a claim/grievance. There are two exceptions being (1), you believe the instruction places your personal safety in jeopardy; and (2) the current law on "good faith challenge."

The only reason that we have many of the safety laws and great contract rules that we have is that we have been diligent and steady to pursue violations through the process. It is not easy, but it is the way to effect change.

We (the Members) are the Union. The Union is a group of workers that have banded together to create a better life. We want to enjoy the fruits of our labor; we want to be able to make enough money so that our children can go to college or learn a trade. We want to be able to have health insurance so that a sickness will not drive us to bankruptcy. We want a work environment free from danger; we want a work environment wherein after many years of service, we are still able to enjoy our senior years. We want a work environment that is free from barbaric management. We want job security so we can be free from the worries of being able to provide for our families. We have a contract that permits vacation (up to 6 weeks) and gives us a living wherein we can enjoy the fruits of life, and we have one of the best retirement plans in the world. This is why we have formed, joined and support our Union.

There are those that would have us go back to the days of yesteryear of child labor; work you so hard until you die at age 50, put you up in company provided housing, no day off except maybe on Sunday, no health insurance, out you in a workplace wherein you die.

As Thomas Jefferson said, "The mass of mankind has not been born with saddles on their backs, not a favored few booted and spurred."

I want to encourage you to be active, and I hope I have impressed upon you the necessity of understanding the issues.

---

**From:** Atlbch32233@aol.com [mailto:Atlbch32233@aol.com]  
**Sent:** Friday, November 12, 2010 12:18 AM  
**To:** John Hancock; John Whitaker; Yvonne Hayes  
**Cc:** jdziwulski@bellsouth.net; Tom\_Lewandowski@csx.com; cliff\_melton@csx.com  
**Subject:** amended memo

Date: November 11, 2010

To: All Trainman and Engineers

From: James West, Yard Local Chairman UTU

Subject: One-man Remotes and Crew Consist

One-man remote jobs are coming to this terminal. By the end of 2010, there will be one-man remotes on the north end of the ramp. I anticipate that eventually all remote jobs will be one-man jobs. Therefore, we need to take steps to protect our jobs. The most important step to take is to learn and comply with our 900 operational rules. The following are examples of ways we should comply with our operational rules:

1. Opening our remote control zones. See rule 913. Both men should be on the ground doing the work.

2. Sweeping our zones after they have been occupied. Rule 913-C says, "The employee who was granted permission to occupy the RCZ must report that they are clear of the zone before resuming utilization of that zone without point protection." This means that we cannot utilize our zone until it has been swept. We have to realize that technically the employee that was granted permission into our zone can enter that zone again until that employee has reported that he/she is clear of the zone. We must then comply by this rule to avoid any bad outcomes. This includes car-men crossings.

Another extremely important step to take is to comply with our working agreement and Crew Consist. We must stop the practice of one job helping another spotting cars to yard air (such as protecting a shoving move for another crew, telling another crew how much room they have in a track, watching a train in the clear, lining switches for another crew, blanking the angle cock for another crew, and arming the EOT). [Incidentally, only a utility person can attach himself to a job and get 3-step protection and foul equipment. All others are in Blue Flag Violation and can possibly be charged and fined.]

The big picture is that our short cuts, early quits and violations are one reason that we have seen our fellow workers furloughed and one reason that our jobs have dwindled. In not following our established rules, we are hurting ourselves and others.

As I have said, CSX is looking at incorporating one-man remotes. By the violations stated above and other violations not mentioned, we are demonstrating to the Carrier that one-man remotes can work. Of course, the carrier will respond as it is obviously more cost effective. So, when you are back at the Yard, take a look at your conductor or switchman on the job with you that day. In the near future, that person will no longer be on the job with you if we don't all take steps to stop this. Again, that means complying with operational and work rules and Crew Consist.

I personally plan on pursuing every Crew Consist violation. I plan on putting a ticket in on anyone that violates those rules mentioned above or any other work rule for that matter. I ask you to also be your brother's keeper. If you hear another crew or a yard master breaking our work rules or the Crew Consist, let me know. Write down the time, date and what radio channel you heard it on. I will research it and take care of it anonymously. Remember, this is not telling on your fellow brother. This is protecting your job because those actions are directly threatening our jobs. The General Chairman has also communicated to me that his office is going to help me pursue these Crew Consist violations.

If you have any questions about this please let me know. I will gladly clarify anything in this letter. My cell phone number is 904 525-6299.

Sincerely,

James West