

Subject: CSXT Attendance and Absenteeism Policy - Questions and Answers

As all of you are aware, CSXT recently made changes to its Attendance Policy for Train and Engine Service Employees. From our perspective, we considered the new policy to be extremely harsh, and it did not allow for reasonable absences as required by our Crew Consist Agreements, job placement provisions or the established, and thus protected, working conditions with respect to *bona fide* sickness.

We were advised by legal counsel that any "strike" action would be illegal; any issues must, by law, be arbitrated. At that point, our option turned to demanding a meeting with CSXT to discuss our concerns. We did just that.

At that meeting, CSXT had Ms. Cindy Sanborn, Chief Operating Officer, Mr. Mike Smith, Vice President Operations, Mr. Steve Crable, Vice President Employee Relations, and his supportive staffs. The UTU was represented by General Chairmen, Hancock, Lesniewski, Pullen, Townsend and Willis. Additionally, the International was represented by UTU Vice Presidents Kerley and Previsich.

The meeting was straight to the point, on both sides.

The General Chairmen expressed the many concerns of our Membership. At the end of the meeting, CSXT agreed to review our concerns while maintaining its right to establish and administer an attendance policy. We suggested to the Carrier that we present some questions and work together to obtain answers to the administration of its absenteeism policy. CSXT agreed to so do. We also maintained our right to arbitrate issues to resolve our disputes; this would mainly involve the arbitration of disciplinary action issued by CSXT when it perceived that an employee violated the Carrier's Attendance Policy. Notwithstanding, CSXT agreed to honor our collective bargaining agreements.

In that vein, please find attached to this message 22 Questions and Answers that CSXT agreed "to" in consultation with the UTU General Chairmen. Please bear in mind that this does not totally resolve our concerns, but these "Questions and Answers" makes great strides toward making the Carrier's Absenteeism Policy bearable and provide instructive and system wide application. Some highlights are:

In Q&A No. 2, CSXT agreed to use a note from an urgent care facility as a *bona fide* medical excuse for absence.

In Q&A No. 3, CSXT acknowledged it would comply with applicable agreement provisions.

In Q&A No. 8, CSXT agreed that a personal business mark-off for train service employees will **not** be counted as being unavailable.

Q&A's 13-22 provide answers to situational occurrences.

As Lou Holtz stated, "We are not where we want to be, but thank God we're not where we were."

The leadership of the UTU was proactive in handling this issue, and we will continue to so do to protect the rules and working conditions and quality of life for our Membership. Without a Union (that's each and every Member), you would have none of the foregoing established.

So long as there is management mentality that seeks to treat its employee as a piece of equipment to obtain maximum use in the same manner as a piece of equipment, and thereafter, discard the employee, there must be a Union - a labor movement - to counter that capitalistic bondage and slavery activity.

As noted above, CSXT maintains its absenteeism policy is a policy, and it is not subject to negotiations. CSXT is correct to a point; however, there are provisions within the collective bargaining agreements that are pertinent, and these provisions grant rights and privileges to be "off" from work. It is well established through arbitral precedent that an agreement provision supersedes any carrier policy.

The Agreement provisions that apply to CSXT under this General Committee are contained within Article CC-2, Section 1-F, 1992 Codified Crew Consist Agreement; Article 20, CSRA (personal leave); Article 29, CSRA (Vacation); and, Article 12, Section 2.F.1, CSRA. These Rules read:

Article CC-2, Section 1.F, 1992 Codified Crew Consist Agreement

- (1) The Carrier shall maintain a sufficient number of regular and extra employees to permit reasonable layoff privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.
- (2) This agreement is designed to reduce the number of employees on the Carrier's payroll, and to increase productivity of the remaining employees who share in the savings. It is understood, however, that in implementation of this agreement (and Attachments) the Carrier will retain a sufficient number of employees in active service to protect all assignments and extra service, and will also maintain the force at a level which will permit reasonable layoffs, which will enable employees to take their vacations and to take their personal leave days on a current basis, and which will provide sufficient personnel to protect vacancies caused by bereavement leave, jury duty, personal injury and similar other absences.
- (3) It is recognized that, while employment with the Carrier is full-time employment, employees are entitled to reasonable layoff privileges. It is also recognized, however, that a general definition or guideline for application to all employees in administration of layoff privileges is not feasible because the circumstances of individual cases have to be weighed.

Article 12, Section 1.F.1, CSRA

- CSXT and UTU agree it is not the intent of this agreement to use FRB positions in any manner to reduce the number of Trainmen assigned to extra boards. In this regard, CSXT specifically acknowledges its obligation to maintain a sufficient number of Trainmen on extra boards. Additionally, the parties acknowledge FRB is not intended to function as an alternative extra board, but rather as a mechanism to provide additional work opportunities and compensation to Trainmen that would otherwise be furloughed or cut off. It is not envisioned the existence of an FRB will modify traditional methods used for sizing extra boards. CSXT confirms it will not use this agreement to increase the number of Trainmen who would otherwise be in furlough status and/or to arbitrarily reduce extra board staffing levels as a result of the existence of an FRB.

Article 20 - Personal Leave

Note 3: The Company will determine the total number of personal leave entitlement days at each supply point. The working "supply point" is interpreted to mean where there are separate extra boards. The entitlement will be determined respectively for each extra board's jurisdiction and/or vacation roster. The total number of personal leave days will be evenly divided by 365, and the limits scheduled evenly Monday through Sunday. In the event the limits cannot be equally distributed throughout an entire work week, they will be distributed in order as defined in Note 1. At locations where the limits do not allow for at least one PLD per day, the limits will be set for one per day.

Article 29 – Vacation, weekly and single days

1. Daily vacation requests will be removed from the weekly entitlement for scheduling purposes. The Company will determine the number of daily vacation limits at each location, by extra board jurisdiction, road and yard to be determined separately. In determining the limits per day, Monday through Sunday, for daily vacation, the Company will multiply the number of daily vacation weeks scheduled by seven and then divide that number by 365 and schedule those evenly throughout the year. The limits per day will not be less than one, Monday through Sunday. In the event the limits cannot be equally distributed throughout the entire week, they will be distributed in the following manner:

In addition to the foregoing, please find attached to this correspondence the August 31, 1973 Letter Agreement between CSXT and this General Committee concerning absence for sickness.