

All Local Chairpersons - CSXT

Subject Article 57, Section 7

Attached, please find educational material concerning yard meal periods in discussion with Local Chairman West. Please make this information available to our Yard Members

Fraternally,

John H

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Brother James,

Yes, they apply, but the provisions therein were incorporated into our 2010 CSRA, and we made additional enhancements.

With respect to the letters, they did not have anything to do with meal periods not observed; the settlements refer to having to take a meal period on the locomotive instead of at a yard office. We do not consider a locomotive to be a sanitary location.

Prior to the UTU 2010 CSRA, we used those letters to resolve eating issues at Cayce, SC. The UTU 2010 CSRA resolved those issues.

Article 57 of the CSRA, Section 7 G requires the Company to provide a sanitary location for yardmen to observe their meal period, and further, to transport the crews to that sanitary location to observe the meal period.

There is an exception to the Rule. In Section 7 F, we addressed a unique situation. An example is as follows:

A yard crew on third shift is 15 miles from yard office, and there is no carry all on duty or transportation available; accordingly, the employee must observe his lunch on the locomotive. In this instance, he is allowed the penalty payment even though he takes his meal period within the lawful time of 4.5 to 6 hours. If he takes it outside the lawful time, then he is due **another** 20 minute payment.

We also hold that if an employee is not allowed to take a meal period during his [8 hour] shift, he is due a day's pay.

Fraternally,

John H.



# united transportation union - e

EXECUTIVE CENTER  
101 CENTURY 21 DR. - SUITE 112  
JACKSONVILLE, FLORIDA 32216

SEABOARD COAST LINE RAILROAD  
Mitchell W. Currie, General Chairman

PHONE (904) 721-3211

April 10, 1986

Mr. J. A. Frazier, Jr., LC 697-J  
United Transportation Union "E" Committee  
2390 Parental Home Road  
Jacksonville, FL 32216

RE: UTU-E Claim No. 86-008-697J  
Engineer F. W. Bullard.

Dear Brother Frazier:

Enclosed please find a copy of the Carrier's April 7, 1986 and March 11, 1986 letter resolving the above-listed case.

The disposition obtained in this case should resolve, with finality, our argument that Employee's are entitled to a meal period at a location where proper facilities (washroom, toilet, heating or air conditioning, etc.) are provided. In addition, this settlement will also serve to assist us in collecting a penalty payment should the Carrier refuse to permit Employees' to take a meal period during their tour of duty.

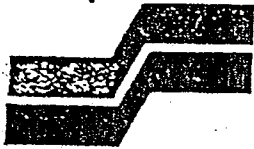
I appreciate the well documented joint submission you prepared, and if I can be of further assistance please do not hesitate to advise.

Fraternally yours,

*Mitchell W. Currie*

Mitchell W. Currie  
General Chairman, UTU(E)

cc: Mr. F. W. Bullard, Engineer, C/O LC  
Mr. D. H. Yundt, S&T, 697  
All LC, VLC and S&T's ✓  
File



# SEABOARD SYSTEM RAILROAD

LABOR RELATIONS DEPARTMENT  
500 Water Street  
Jacksonville, Florida 32202-4465

April 7, 1986

2-40 (86-7) H.

Mr. M. W. Currie, General Chairman  
United Transportation Union (E)  
101 Century 21 Drive, Suite 112  
Jacksonville, Florida 32216

Dear Mr. Currie:

In reference to your subsequent telephone conversation with Mr. Higginbotham of my staff on April 4, 1986, concerning your File 86-008-697J, we are agreeable to amending our previous settlement expressed in our letter of March 11, 1986 to read:

"Claim of Engineer F. W. Bullard for (8) hours at yard rate account not given lunch time where he wanted it at Moncrief Yard on September 29, 1984."

In full and final settlement of the above listed claim, it is agreed that where feasible, crews should be permitted to observe their meal period at the facilities provided for such purpose.

Yours truly,

*Ralph Miller*

Ralph Miller  
Director of Labor Relations