

SMART
Transportation Division
MEMORANDUM

JOHN D. WHITAKER, III
GENERAL CHAIRMAN (SCL)

3560 Cardinal Point Dr.
Suites 103 and 104
Jacksonville, FL 32257

TRAVIS RAYNES
GENERAL CHAIRMAN (CO)

DALE BARNETT
GENERAL CHAIRMAN (LN)

JAMES DARBY
GENERAL CHAIRMAN (AWP)

March 24, 2017

MAILED 2 28

To: All Local Chairpersons

Subject: Follow-up on Removal of Personal Leave and Daily Vacation CAPS

Recently, our office advised all Local Chairpersons of the Carrier's unilateral action of removing all Daily Vacation and Personal Leave CAPS on Friday, Saturday, and Sunday at the following locations:

- Nashville
- Birmingham
- Atlanta
- Manchester
- Mobile
- Montgomery
- Fitzgerald

The Carrier advised that this was due to the delay of 39 trains due to lack of crews.

Since the release of March 14th letter to our Local Chairpersons, we have invoked the assistance of International Vice President Jeremy Ferguson who instructed our committees to send a Non-Acquiescence letter to the Carrier advising of their non-compliance with CSRA Article 29, Section 5(c) and DRC Issue No. 30 – "Vacation Scheduling". This letter was sent March 22, 2017. (Attached for review)

We have also responded to the removal of Personal Leave CAPS at the aforementioned locations in a letter dated March 23, 2017. (Attached for review)

These disputes affect many of our members and are taken very seriously. Our offices wanted to provide an update to our members in regards to these issues.

We will continue to fight to protect our member's rights under the CBA.



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March 22, 2017

Mr. Michael Wanner
Director, Labor Relations
CSX TRANSPORTATION
6735 Southpoint Drive South, J-455
Jacksonville, FL 32216

CERTIFIED MAIL

RE: NON-ACQUIESCENCE - 2017 DAILY VACATION ENTITLEMENTS

Dear Sir:

This letter serves as a response to our March 13, 2017 conference call, your March 14, 2017 letter and our March 16, 2017 face-to-face discussions concerning the above subject matter.

Article 29, Section 5.C and DRC Issue No. 30 - "Vacation Scheduling", clearly outlined the process for daily vacation liability -

"Daily Vacation Roster. The daily vacation liability will be based on the daily vacation liability of the employees who have worked a preponderance of the time at the individual supply point. The formula for determining daily vacation CAPS will be based on actual liability multiplied by 1.25%. The remainder of Article 29, Section 5(C), Daily Vacation, will remain in effect, except as modified by this agreement."

The Carrier's actions of eliminating the daily vacation liability, that was negotiated between the parties, is in direct violation of the above-referenced Article and DRC.

The Organization vehemently denies the Carrier has any such right and therefore should immediately cease and desist with the current zeroing out of daily vacation liability.

By what authority does the Carrier purport to act in this matter? We ask that you advise us within 5 business days.

Sincerely,

JD Whitaker
General Chairman (SCL)

Dale Barnett
General Chairman (LN)

James Darby
General Chairman (AWP)

Travis Raynes
General Chairman (CO)

CSRA.DV entitlements



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March 23, 2017

Mr. Michael Wanner
Director, Labor Relations
CSX TRANSPORTATION
6735 Southpoint Drive South, J-455
Jacksonville, FL 32216

RE: 2017 PERSONAL LEAVE ENTITLEMENTS

Dear Sir:

This letter serves as a response to our March 13, 2017 conference call, your March 14, 2017 letter and our March 16, 2017 face-to-face discussions concerning the above subject matter.

Article 37, Section 1.F. 1 and 2 places an affirmative duty and responsibility on the Carrier to manage its workforce and protect customer service obligations. The unilateral action taken by eliminating our membership's ability to schedule and observe personal leave entitlements is a clear breach of contract duty on the Carrier's part.

Article 37, Section 1.F. 1 & 2:

1. The number of trainmen assigned to GEB's will be regulated in accordance with Article 11 (EBS) herein by the company. The company shall maintain a sufficient number of extra employees to protect customer service obligations and vacations, personal leave days or other extended vacancies.
2. The company will retain a sufficient number of employees in active service to protect all assignments and extra service, and will also maintain the workforce at a level which will permit reasonable layoffs to enable employees to take their vacation and their personal leave days on a current

basis, provide sufficient personnel to protect vacancies caused by bereavement leave, jury duty, personal injury and approved absences as provided for in this agreement.”

PERSONAL LEAVE

Article 20, C.1 - requires personal leave days shall be granted and allowed consistently with the daily CAPS that have been evenly distributed for each day of the week.

ARTICLE 20, C.1 states:

“Personal Leave Days must be requested or scheduled no later than twenty-four (24) hours before, but no earlier than twenty-one (21) days in advance by contacting the appropriate CSXT officers at CMC or by using the appropriate screen in the CSXT system or through the IVR. These days SHALL be granted or allowed consistent with the daily caps which have been evenly distributed for each day of the week. CSXT has the option of granting personal leave days with less than twenty-four (24) hours’ notice and will do so when requested by the local or general chairman when the caps and/or needs of service will allow.”

It is imperative that we point out that the only exception for cancellation of personal leave days may be handled in accordance with Article 20, C.3.A. with unanticipated manpower shortages. In this particular case, there are no unanticipated manpower shortages.

Article 20, C.3.A. states:

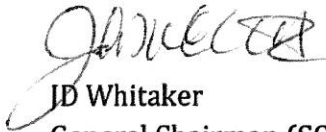
“Once a personal leave day (hereinafter “PLD”) is scheduled, CSXT will not cancel a PLD absent a forty-eight (48) hour notice from CMC to the trainman. Any cancellations of a PLD by CMC in less than forty-eight (48) hours must result from a major line blockage on any division or seniority district caused by derailments, washouts, bridges knocked out by fire or slides, or Acts of God or a work stoppage against the railroad by any craft or group of employees or unanticipated manpower shortages, which interrupts the normal operation. Should this occur, the General and Local Chairman having jurisdiction will be promptly Notified by the HDO. Once PLDs are entered into the system, CSXT will not reduce the agreed to caps without prior discussion with the General Chairman of jurisdiction and without supplying the supporting data validating their position

that by not reducing the caps a shortage of manpower would be created.”

It is important to note that the Carrier’s unilateral action of eliminating the member’s ability to schedule PL **prior** to any discussions and prior to providing any supporting data, which was less than honorable. PLB 7265, Award 17 supports the requirements of the Carrier.

Please advise by what authority the Carrier purports to act. Given the seriousness of this issue, we request a response, in writing, and demand a meeting.

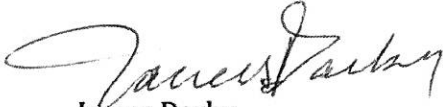
Sincerely,



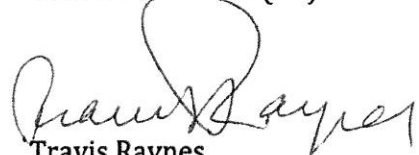
JD Whitaker
General Chairman (SCL)



Dale Barnett
General Chairman (LN)



James Darby
General Chairman (AWP)



Travis Raynes
General Chairman (CO)



Transportation Division

GENERAL COMMITTEE GO-513

Dale Barnett
GENERAL CHAIRMAN

CSXT/L&N-NC&ST.L & CRR

3560 Cardinal Point Drive
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Jeremy King
VICE CHAIRMAN

Jacksonville, FL 32257

904.733.1250

904.733.1252 (FAX)

Brian Killough
ASSISTANT CHAIRMAN

Ronnie Head
SECRETARY

March 14, 2017

Michael Wanner, HDO
CSXT - Labor Relations
6735 South Point Drive, South, J-455
Jacksonville, Florida 32216

RE: Non- Acquiescence for the Carrier taking away the vacation entitlements under CSRA Article 29, Vacation Modification Agreement (October 3, 2013 – DRC Issue 30) and 1996 UTU National Vacation agreement

Sir,

You advised the SMART-TD General Chairmen John Whitaker, James Darby and myself by conference call at 1300 on March 13, 2017 that the Carrier intended on freezing the remaining caps for the Daily Vacation (DV) days and Personal Leave (PL) days for the weekend of March 17, 18 and 19 at five (5) locations under the former L&N property and one (1) location under the former SCL property. You also advised that the trainmen currently holding DV or PL days on those dates would be still scheduled but no additional cap space would be allowed. You advised that these actions were being taken due to an alleged large number of mark offs by engineers and trainmen at these six (6) locations over the weekend from March 11 through March 13, 2017. The Carrier alleges that these mark offs seriously affected operations over the aforementioned weekend and that numerous trains sat idle for hours unable to be moved due to lack of manpower. The Carrier also provided PLB 7265, Award 17 to support their right to reduce PL days and DV day limits or caps to zero. But this award is very specific to the BLET agreement on CSXT and concerns strictly Personal Leave days and would not be applicable to the vacation agreements for the SMART-TD Organization. It is absurd for the Carrier to even associate the two separate agreements and you were advised of such.

The General Chairmen advised that we needed to see the data for such a claim of excessive layoffs by the trainmen. We reminded you that the vacation agreements are specific and that entitlements and scheduling cannot be denied except with mutual consent of the General Chairmen and that consent was not be provided. We have since learned that the Carrier has

eliminated all DV and PL day caps through June of 2017. We have agreements in place for these earned vacation entitlements that allows for scheduling 21 days ahead along with once a quarter the trainmen can schedule 90 days ahead. The Carrier has placed all DV caps at zero even in the 21 day period for 5 locations on the former L&N property under my jurisdiction as General Chairman. Those five (5) locations are Nashville, Birmingham, Montgomery, Mobile and Atlanta. The Carrier has also done the same for one (1) location on the former SCL under General Chairman John Whitaker. General Chairman James Darby is also affected from the Montgomery location for his former A&WP property. Our office has reviewed the data we have pulled for the available trainmen on the Guaranteed Extra Boards at these locations along with the list of trainmen still furloughed and would totally refute the Carrier's claim that there was an excessive number of trainmen marked off to affect operations at any one of these 5 locations, especially for any prolonged period. Mark offs would include those trainmen already scheduled for DV or PL days, FMLA (as authorized under the federal laws and approved by the Carrier), or sick mark offs. This would not include the trainmen removed from service by the Carrier, using demoted trainmen for engineer vacancies, trainmen on rest or trainmen returning from recall but yet to be marked up, which are all actions the Carrier controls. The agreements are also clear that the Carrier is responsible to maintain a sufficient work force to cover such vacancies. CSRA Article 37, Section 1, F, 2. Is noted below:

- 2. The Company will retain a sufficient number of employees in active service to protect all assignments and extra service, and will also maintain the workforce at a level which will permit reasonable layoffs to enable employees to take their vacations and their personal leave days on a current basis, provide sufficient personnel to protect vacancies caused by bereavement leave, jury duty, personal injury and approved absences as provided for in this Agreement.*

The CSRA Article 29 agreement states the Carrier and Organization will meet to determine the number of trainmen allowed vacation for the year since the parties now have agreements in place to spread the vacations out over the whole year. The Carrier has direct knowledge of those vacancies throughout the year. Article 29, C, 3 is noted below:

- 3. The Company will meet with the respective Local Chairpersons beginning on November 1 through November 30 of each year to determine the number of Trainmen that will be allowed on vacation per week as outlined in Item 1 below.*

Daily vacations are granted from the vacation entitlements and are to be allowed for scheduling based on the limits or caps allowed at each location, by extra board jurisdiction, with road and yard separate. This allows for the Carrier to also realize the potential vacancies for DV days. Article 29, Section 5, Daily Vacation, 1 is noted below:

- 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:

The agreements do not allow for the Carrier to take away the rights of the trainmen to schedule their vacations or daily vacations except by mutual consent of the General Chairman. Article 29, Section 5, D is noted below:

D. Vacations scheduled while working as a Trainman will be taken as scheduled, unless cancelled or changed by CSXT, with the consent of the appropriate General Chairman and/or by CSXT at the request of the Trainman or the appropriate General Chairman.

The Organization has not agreed to consent for the Carrier to cancel our membership's contractual rights to schedule their vacations or daily vacations nor to not be allowed to take those scheduled vacation days.

Your letter to the CSRA General Chairmen dated March 14, 2017 states that all DV caps until June, 2017 have been reduced to zero for Fridays, Saturdays and Sundays. You also state those days already scheduled will be honored but the agreements only allow for a 21 day advance scheduling or once a quarter a 90 day advance scheduling. Our members have not even had an opportunity to schedule into April much less June. These are vacation entitlements that our members intended to use for weddings, family events or just rightfully earned time off.

CSXT has taken away our vacation entitlements and effectively eliminated our vacation agreements. The Carrier has blatantly violated the Railway Labor Act. This would be a serious and egregious violation of the agreements.

This Committee absolutely disagrees that the Carrier has any right under existing agreements and practices to do so. By what authority does the Carrier purport to act? Given the seriousness of this matter, please respond immediately in writing and make arrangements for a meeting to discuss this matter directly as this office is readily available.

Sincerely,

A handwritten signature in cursive script that reads "Dale Barnett". The signature is written in black ink and is positioned above the typed name.

Dale Barnett
General Chairman – GO-513