

JOHN D. WHITAKER, III
GENERAL CHAIRMAN (SCL)

TRAVIS RAYNES
GENERAL CHAIRMAN (CO)

DALE BARNETT
GENERAL CHAIRMAN (LN)

JAMES DARBY
GENERAL CHAIRMAN (AWP)

MEMORANDUM

September 9, 2014

TO: ALL CSRA LOCAL OFFICERS

CANNED & SENT

RE: INWARD FACING CAMERAS

Our office has been working with the SMART – Transportation Division International to closely monitor the implementation of inward facing cameras, also referred to IFC's.

While there is still a lot to be worked out with the Carrier regarding such, we must at this time progress claims when forced to work on locomotives equipped with IFCs.

Attached please find a copy of a detailed write-up from SMART – TD Vice President Jeremy Ferguson. Please use the claims text provided below to file a claim under Con Code S-1 –

“Claim of Conductor [name] for one (1) day’s pay at the applicable rate for being required to operate on a locomotive that was equipped with an inward-facing camera installed and intended to make a video record of in-cab crew activity, and thereby being subjected to the creation of such a video record. The locomotive was [CSXT #????] and I was required to operate on said locomotive on [date], from [time started] until [time stopped].”

Additionally, he has provided language to assist the local chairpersons with the appeal process.

Our office respectfully requests that you educate our members on this process and ensure that our agreement and members are protected.

We will provide updates on this matter as issues continue to develop.



Jeremy R Ferguson
Vice President
Transportation Division (UTU)

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Grand Rapids, Mi. 49544
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August 21, 2014

Mr. John D. Whitaker III
General Chairman, GO 851
3560 Cardinal Point Drive, Suite 104
Jacksonville, FL 32257

AUG 26 2014

Brother Whitaker,

I am in receipt of your recent inquiry concerning Inward Facing Camera's (hereinafter IFC's) being implemented on your property with particular focus on the process agreement currently being signed by general chairmen of the other organization. This type of agreement you have attached, as you well know, is only a precursor to any possible agreement that may come at a later time in the future. That being said, this precursor agreement would have no impact on the final outcome of any current efforts to negotiate an implanting agreement for the IFC technology. In recent discussions with other general chairmen from both the SMART and BLET on other roads, it appears any real progress to negotiate agreement language protecting the rights of our members has stalled. The carriers seem to be standing firm on their position that this technology implementation is an inherent right of management and are proceeding as such.

This process agreement in all reality only gives relief to any time limits for either party by holding in abeyance the claims being progressed as a result of crews having to operate on locomotives equipped with IFC's. While the claims are held in abeyance the Carrier is obviously hoping to side step any liability either by negotiations or favorable language in the Federal regulations once issued.

Your current working agreement appears to have valid agreement language under Article 15 to progress IFC claims and I would suggest they be progressed, if your interpretation of this article is as I read it. This may prove to be a good reason for the CSXT to agree to start negotiations on IFC's as soon as possible on your property. Should you decide to advise your membership to progress claims this process agreement may prove to be beneficial if any possible findings are in favor of the Organization, with respect to not worrying about time limits in the appeal process being adhered to. If you wish to progress claims I have included a brief example below of a claim and a valid appeal:

Claim: "Claim of Conductor [name] for one (1) day's pay at the applicable rate for being required to operate on a locomotive that was equipped with an inward-facing camera installed and intended to make a video record of in-cab crew activity, and thereby being subjected to the creation of such a video record. The locomotive was [CSX # ????] and I was required to operate on said locomotive on [date], from [time started] until [time stopped]."

Appeal:

This appeal is founded on the fact that there is no basis whatsoever in the governing Collective Bargaining Agreement upon which the Carrier may rely as either a right or a justification for the installation of inward facing video cameras or for the creation of a video record of a crew's in-cab activities. Further, the installation of such cameras and the creation of such record also cannot be justified on the basis of any express or implied retained managerial right or prerogative, or any established custom or practice.

The Carrier's improper installation of inward-facing video cameras and creation of a video record each are in violation of Article 15, Section 2, "Locomotive Design and Construction", which mandates that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairmen providing them with the opportunity to furnish CSXT with their recommendations for full and thoughtful consideration by CSXT. No consideration to our agreement has been given and the Organization has not been allowed to make any recommendations prior to CSXT changing the conditions of the locomotive cab."

I would personally recommend the claims be entered by the membership and then initially appealed in LCAT under the prescribed time limits, at which time the system can show them held in abeyance. This will protect the members' claims should we proceed to successfully arbitrate the issue in the future, rather than have to go back and try to find all violations and enter them in a short time frame following a cancellation of the process agreement.

The RSAC Oversight Committee for IFC's, which I am assigned to, will be meeting the first week of September in Washington D.C. and will be aggressively proceeding with the process to meet an April 1, 2015 deadline which the FRA has set for our recommendations. Should the final regulation be issued with language favorable to the carriers agenda, any progress you may achieve prior thereto in the negotiating process will only be beneficial to our membership. I know your office will work diligently in our quest to contractually protect our members' rights on the locomotive and any assistance from my office will be readily available, should you need it.

Fraternally,



Jeremy Ferguson
Vice President, SMART-TD

Cc: John Previsisch, SMART-TD President
John Lesniewski, SMART-TD VP