



Fwd: Termination of Seniority Under B&O Agreement Rule 2 (d) (UTU File: 696.2)

1 message

Gentlemen

Our office has entertained several inquiries from furloughed members who are concerned about their seniority being terminated by CSX in accordance with B&O Agreement Rule 2, (d) and Article XII of the 1985 National Agreement.

Agreement Rule 2, (d) and Article XII basically read the same which is;

RULE 2.

SENIORITY

- (a) The seniority rights of trainmen will date from the time they enter service.

NOTE: Men employed as trainmen in train and yard service: their seniority will date from time and date they were called to perform first service following completion of training trips.

- (b) The rights of freight conductors will date from date of promotion. Extra trips made by men who have not passed examination will not count.

- (c) Except as hereinafter provided in Rule 13 (II), rights of passenger conductors will date from the

date they are promoted to such positions and they will be furnished a certificate.

(d) The seniority of any employee whose seniority in train or engine service is established after June 2, 1993 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority. (From Article XII of the October 31, 1985 National Agreement as amended by Article 2, Paragraph H, of CSXT Labor Agreement 4-064-93.)

Trainmen working under the B&O Agreement are already shielded from B&O Rule 2 (d) by virtue of a January 14, 2002 letter of Agreement abrogating these provisions. While it is true the Carrier can rescind this agreement to suspend those provisions upon written notification, the Carrier has not expressed any desire to abrogate the January 14, 2002 understanding. In fact, when you read former General Chairperson Reed's letter to his Local Chairpersons at the time, you will note the letter of understanding was solicited by former General Chairperson Reed (and accepted by Director Hiel) precisely because there were so many trainmen furloughed and neither side wanted to lose them.

If CSX wanted to enforce Rule 2 (d) they would have rescinded the January 14, 2002 understanding long ago. They are aware the option's out there, but they're not foolish enough to waste the money they have already invested training their currently furloughed employees by terminating their seniority... only to have to start all over again in a few months with someone else. It just doesn't make good business sense and this Agreement is a win-win situation; and both sides recognize that.

The General Committee officers have been meeting and corresponding regularly with Labor Relations and CMC, pointing out manpower shortages at various location to them. We have urged they recall furloughed employees at these locations. The Carrier will be faced with vacations accelerating in the spring, and hopefully some of baby boomers who are already at retirement age, will be retiring this year.

We remain hopeful a combination of these factors will allow our members to return back to work as quickly as humanely possible.

Fraternally,

Steve Mavity

General Chairman – UTU B&O General Committee



2 attachments

 **TERMINATION OF SENIORITY - Article XII 1985.pdf**
519K

 **Seniority Termination Agreement 1-14-2002 (suspended until further notice - agreement only).pdf**
182K