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Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference-International Brotherhood of Teamsters

GENERAL COMMITTEE OF ADJUSTMENT • Norfolk Southern Railway Systems Lines (former Southern)
P.O. Box 16039 • Asheville, North Carolina 28816
Phone: (828) 252-2253 • (828) 252-2613 • Fax: (828) 254-7613

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August 11, 2005

Mr. Harold R. Mobley, AVP
Labor Relations Department
Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, VA 23510-1728

Dear Mr. Mobley:

I, again, bring your attention to the fact that the Carrier is in serious violation of the Collective Bargaining Agreement. The following issues and others were subjects of our recent meeting with you and members of your staff at Norfolk, VA, on July 27, 2005:

- 1) The Carrier not calling engineers in turn;
- 2) Failure to pay difference in pay according to the Schedule Agreement; and,
- 3) Dropping engineers to the bottom of the pool.

It was pointed out that when a pool crew has no conductor, often the engineer is dropped to the bottom of the pool rather than an extra conductor being called or one stepped up for the assignment. When the engineer on a particular pool assignment is off, his pool turn is dropped to the bottom of the board. This is obviously designed to mislead the engineer on the formerly second out pool assignment into thinking he is now first out. I need not explain that such actions are less than honorable. In the reverse, this Organization would be faced with a hearing wherein a charge of conduct unbecoming and providing false and misleading information would be the charge.

Clearly, the actions described above and discussed in the July 27-Meeting are serious violations of the Schedule Agreement. Such actions are not accidental or without a purpose, but designed to violate the Agreement, deny employees of additional pay, and cause them to work more than provided for by Agreement.

The Schedule Agreement clearly states the correct procedure for handling crews assigned to each of the services. Article 25, C. in pertinent part states:

"FIRST-IN FIRST-OUT"

Freight engineers assigned to extra, pool or chain gang service will be run first-in, first-out in the service assigned."

There are no provisions for dropping turns in a pool or individual crew members because Carrier has failed to provide itself with sufficient engineers or conductors to fill the needs of the service. Carrier's records will clearly show that this Organization has cooperated in furthering Carrier's business when, because of an influx of business, there were not sufficient crews to staff the trains. In many cases, the crews have suffered loss of earnings while attempting to assist the Carrier in making up for its lack of foresight in hiring. Most, if not all, have not received the additional compensation due to this day.

The Schedule Agreement contemplates that occasionally a crew may not be called in turn or may be used in advance of a scheduled pool turn. Article 24 states in pertinent part:

"C. *NOT CALLED IN ORDER*

1. *When an engineer in extra service standing first out is not called in his turn through no fault of his own, he will be paid for fifty (50) miles or four (4) hours, at pro rata rate, at the rate of pay he would have made and stand first out. If not called for service within the limit of eight (8) hours, an additional fifty (50) miles or four (4) hours, at pro rata rate, will be allowed and he will stand last out; provided that under this rule not more than one runaround may be claimed in any twenty-four (24) hour period by the same man.*

2. *Engineers in regularly assigned service or turns in pool freight service, not called in order, will be paid amount they would have earned on the day or trip for which they stood, less any amount which they earn."*

As explained during the July 27th meeting, historically, Carrier paid difference in pay resulting from the above-quoted on a daily basis. More recently, difference in pay is calculated by applying earnings for the round trip against the amount earned by the affected employee. Now we find NS Payroll employing any number of days to the calculations - ten or more. Such calculations are not in compliance with the above-quoted Rule of Agreement and are obviously designed to deny the employees their contractual pay.

When the Carrier arbitrarily drops an engineer to the bottom of the pool, it has adjusted the pool to which the engineer is assigned. Pool assignments are adjusted by the BLET Local Chairmen on the first and fifteenth of the month and then only if the mileage calls for an adjustment. It is not Carrier's contractual choice to adjust any pool at will.

Again, the Agreement clearly specifies how any reduction or addition will be handled. Article 25, states in pertinent part:

*"E. 12. In the regulation of mileage of engineers in a pooled, chain gang or other unassigned service paying freight rates, the following shall govern:
In the event the average mileage or the equivalent in a checking period is less than 3,200 miles or more than 3,800 miles, indicating an adjustment is necessary under the provisions of this Article 25 (E), the total mileage made in each of the respective classes of service shall be multiplied by 2 and divided by 3,500. The result so obtained shall constitute the number of engineers to be assigned. Fractions of more than five-tenths (.05) will be equivalent of another engineer. Fractions of five-tenths (.05) or less shall be disregarded."*

Article 24 of the Schedule Agreement specifies the appropriate action to be taken when the extra board is depleted. It states in pertinent part:

"F. 1. At locations where road and yard engineer seniority consolidation exists, the following procedure will be used in filling vacancies in road engineer service:

First: From the road engineer extra board.

Second: From the ranks of demoted road engineers.

Third: The first out yard extra board engineer who is qualified for road service and has DUAL RIGHTS.

Fourth: By a demoted yard engineer who is qualified for road service and has DUAL RIGHTS.

2. At locations where a consolidated road and yard engineer seniority roster is not in existence, the following procedure will be used in filling vacancies in road engineer service.

First: From the road engineer's extra board.

Second: From the ranks of demoted road engineers.

NOTE: In applying the provisions of this Article 24(f) 1 and 2, if no men are available, past practices heretofore in effect will be followed."

Obviously, the above-quoted provisions are not followed. Instead, the quickest means is employed which is to artificially adjust the pool, thus falsifying information on the computer screen available for the employees' review; thus, providing an immediate replacement for the vacated position and avoiding the necessity of locating an engineer willing to take the assignment

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from the ranks of the demoted engineers, yard engineers, etc.

We have reached the point to where the Schedule Agreement absolutely must be followed. The Carrier has had more than sufficient time to provide itself with employees to fill the needs of the service. This Organization has grown weary of hearing that the Carrier's problems are created by engineers laying off on weekends. The truth of the matter is that there are not enough employees to protect the needs of the service.

It is perplexing that Carrier would assert that crews taking off weekends create a problem when the majority of Carrier's employees, other than those operating the trains, have weekends or the equivalent off.

Engineers are governed by the mileage earned per specified period. It is possible that we have engineers work regularly at the beginning of each month until they reach their maximum mileage. Then, have them taken out of the pool until the beginning of the next mileage period. Under such circumstances there would be no engineer available for the last week or so of the period (See Article 25 E. 8.).

The Officers of this Organization have more than one-hundred-twenty years of combined experience in the rail industry and have seen many changes over the years. However, one of the most disgusting is that frequently a member of management has a sudden urge to reinvent the Schedule Agreement by applying new interpretations to Articles that have historically been applied without an objection from either party. We are aware that some of the reinventing of the Agreement has led to one or more management employee(s) being financially or professionally rewarded. Obviously, moneys involved in these situations were extracted from the rightful earnings of the affected employees.

The employees are tired of seeing their Agreement subjected to abuse by the Carrier's agents. A day does not pass by that I am not contacted concerning a shortage of pay or an abuse of the Agreement that should not happen. It is this innovation by Carrier's agents that is the root cause of the majority of the Carrier's problems.

The members of this Organization are professionals and deserve no less consideration than any other member of the NS team. Perhaps, it has escaped some of the management that the employees who produce the income of this Carrier are the employees who operate the trains and most certainly the contract employees in every craft. These are the first people to be recognized and compensated - without them there would be no Norfolk Southern.

I, again, request that the above issues be adequately and appropriately addressed in a timely manner.

Very truly yours,

R C Wallace

R. C. Wallace,
General Chairman

cc: W. M. Overton, Jr. 1st VGC-S/T
W. A. Thompson, 2nd VGC
P. L. Wingo, BLET-VP
BLE-T Local Chairmen
Division Superintendents
General Managers
S. C. Tobias
M. R. MacMahon
M. D. Manion
J. E. McDonald