



SYSTEM COUNCIL NO. 6

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Tom Owens
General Chairman

Shannon Spotswood
Vice Chairman

Mike Stacks
Secretary-Treasurer

General Chairman's Report – July 2023

Brothers and Sisters:

CSX Meeting – Met with CSX regarding job bulletin and hiring issues on behalf of LU 770. Three departments draw off one seniority list at the Selkirk location. We were successful in having CSX change their hiring bulletin so that new hires are aware they may have to hold a position in any of the three departments. Also, it came to light that the departments were not following internal procedures correctly for authorization of obtaining new hires.

The Alabama State Docks – Negotiations are ongoing. No agreement has been reached. The current offer from T ASD stands at 18%; 12% H&W contribution with a \$260 cap; high voltage differential; retroactive back pay. The current offer has been verbally rejected by the membership.

Joint IBEW/IAM NS Meeting – A joint meeting was held with the NS to discuss changes to quality of life issues:

Student Pay

1. For the next first 244 creditable days of training, Students shall be paid 90% of the full Journeyman rate of pay.
2. For the next 244 creditable days of training, Students shall be paid 95% of the full Journeyman rate of pay.

Student Work

NOTE 1: In applying the provisions of this Section 4 with respect to Student Mechanics working on the second and third shifts, it is understood that where there are three (3) or fewer Journeyman on a shift involved in work in a specified area there can only be one (1) Student Mechanic on the shift in such area. If there are four (4) Journeymen on a shift, Carrier has the right to have two (2) Student Mechanics; and if there are seven (7) Journeymen on a shift, there can be three (3) Student Mechanics, and so on. This will apply separately on the second and third shifts at the location(s) where Student Mechanics are employed.

NOTE 2: Students will not be moved from shift to shift or relief day to relief day for the purpose of performing relief work; however, they will be rotated on a regular basis to provide training as set forth hereinabove.

Temporary Promotion to Journeyman Position

(A) When a shortage of qualified Journeymen exists, Student Mechanics who have served at least 244 creditable training days and has completed Phases I, II, III, may be promoted to a Journeyman's position on a temporary basis without losing their respective seniority; however, they will not establish or accumulate seniority as Journeyman. Such employees will be placed on a "Promoted Student" seniority roster in the order of their promotion and will be set back in the reverse order of their promotion.

- (B) Students will be promoted in accordance with their relative seniority standing on their seniority roster.
- (C) Promoted employees will receive the Journeyman's rate of pay.
- (D) Employees temporarily promoted under provisions of this Agreement will be credited for all time worked as Journeyman (excluding overtime) in computing their creditable training days. If such credited days result in completing their periods of training and they are still employed as a Journeyman, they will be included on the seniority roster for Journeymen with seniority date, in line with applicable provisions of this agreement. Promoted employees will be required to complete the full 488 creditable training days.

Running Repair Shop Quality of Life Proposal

Rest Day Proposal

Select one running repair shop (i.e., SCX, CHAT, CON) to have its work force adjusted that ¼ or more of employees, per shift, have Friday/Saturday, Saturday/Sunday, Sunday/Monday as rest days for a trial period of 90 days after adjustment has been made.

Before the trial period starts senior and local management and the General Chairman and Local committee will work together to reach a work force within these guidelines.

Shift Swap Proposal

Effective _____ and continuing through _____, active Journeymen working at the Running Repair Shop, may, voluntarily, mutually agree to swap shifts. The shift swap may only take place between two qualified Journeymen within the Running Repair shop, subject to the following provisions.

1. To request a full day shift swap, employees must submit a written request using the appropriate form (refer to appendix 1) to their immediate supervisor at least seventy-two (72) hours prior to the scheduled start time of the first of the two shifts involved in the swap. The employees requesting the shift swap must also provide a copy of the request, signed by both employees, to the local chairman. The Carrier reserves the right to deny any shift swap request due to operational requirements. In such cases, the employee shall be informed of the reason for the denial of the shift swap.
2. After a shift swap request is either approved or denied, the Carrier will provide a copy of the written response to the local chairman.
3. Once a shift swap is approved, the employees involved in the swap shall be accountable for fulfilling the duties of the swapped shifts. An employee who fails to report for duty or is tardy or leaves work before the conclusion of the swapped shift will be subject to the Carrier's Attendance Guidelines.
4. Employees participating in a shift swap shall receive compensation for scheduled hours worked during the swapped shift at the employee's regular rate of pay. The employee will receive the overtime rate of pay for any hours worked during the swapped shift in excess of the shift 's scheduled hours.
5. Employees may swap their regularly scheduled shift a maximum of two (2) times during the term of this Agreement.

Either party may, with thirty (30) days written notice, cancel this Agreement. The parties agree to review this Agreement prior to _____

Shift and Rest Day Premiums

2nd shift differential: \$1.00 per hour above the minimum rate paid mechanics of the craft.

3rd shift differential: \$2.00 per hour above the minimum rate paid mechanics of the craft.

If rest days do not include Saturday or Sunday employees are entitled to a Rest Day differential/premium of \$2.00 per hour above the minimum rate paid mechanics of the craft.

Safety Work Rules

Appendix "S"

Good Faith Challenge An employee shall inform management whenever the employee makes a good faith determination that the employee has been directed to either take actions that would violate FRA regulations regarding the handling of equipment, switches, and fixed derails, or to take actions that would violate the Carrier's operating rules or any other unsafe act without fear of retaliation.

Safety Grievance

The Organization and/or employee will have the right to grieve the good faith challenge if it is denied without justifiable reason under the procedure in Rule 30 Claims and Grievances. The Organization and/or employee will also have the right to grieve any time they are instructed by management not to comply with one of the Carrier's operating rules.

Active Claims: Ten new NS cases were opened this month. Twenty new CSXT cases were opened this month. In addition to normal calls and information requests, the Council is now currently handling 57 active cases. Any issue that involves disciplines/claims advanced to the Council, letter responses, medical delay documentation, RRB benefit issues, health insurance issues, etc., generate a case file with the Council.

Travel: Chattanooga, TN - investigation

In Your Service,

Tom Owens
General Chairman



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Vice Chairman Report July 2023

Travel:

- 1) Traveled to 4th District Progress Meeting in Louisville, KY.
- 2) Traveled to Roanoke, VA. for Safety/Labor Lunch Meeting.
- 3) Traveled to SCX for formal Investigation.

Meetings:

- 1) Attended update meeting with Labor Relations and Pier Management. (Teams)
- 2) Attended weekly SC #6 meetings. (Teams)
- 3) Attend meeting with Labor Relations over NS 4455 subcontracting issue. (Teams)
- 4) Attended meeting with Local 770 to discuss local issues. (Teams)
- 5) Attended START conference for Local 544 member. (Teams)
- 6) Attended meeting with local reps to discuss union training. (Teams)
- 7) Attended meeting with CSX Labor Relations to discuss Local 770 issues. (Teams)

Claims, Appeals and Submissions:

- 1) Submitted appeals for Local 2273. (2 Cases)
- 2) Drafted letter to Local 2273 member explaining benefit issues and responsibility.
- 3) Assisted Local(s) 813 and 1024 in writing claims.
- 4) Sent notification letters to all arbitration claimants. (11 Claimants)

Member Issues:

Assisted Local 1142 member with START Handling.

Assisted Local 813 members with Rule 17 questions and Service Bonus issue.

Assisted Local(s) 813 and 2273 with benefit questions.

Assisted Local 813 members with dues deduction and bereavement questions.

Assisted Local 1024 members with Rule 9 questions and Service Bonus issues.

Member Issues Continued:

Assisted Local 632 member with training concerns and Student Agreement questions.

Assisted Local 2172 member with Rule 5 questions. (Comm)

Assisted Local 813 members with HOS questions. (Comm)

Assisted Local 813 member with Insurance Coverage issue.

Vacation: July 3



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Assistant General Chairman Report July 2023

Meetings:

- 1) Traveled to Biloxi for the IBEW 5th District Progress Meeting.
- 2) Attended Teams meeting with LU 770 members over loco shop issues.
- 3) Attended Teams meeting with CSX LR and Management over hiring, retention and job bulletins in Selkirk, NY with LU 770 LC Mitchell.
- 4) Attended Teams meeting with SC6 LU's about future training classes.

Claims, Appeals and Submissions:

- 1) Achieved Waiver of Investigation for Local 1984 member for (conduct unbecoming). Waivers were also achieved for members in LU's 311 (2 fouling track violations), 865 (Blue flag violation), and 186 (conduct unbecoming).
- 2) Assisted Local 1047 (1 claim) and 770 (4 claims) with claims. All 4 LU 770 claims settled.
- 3) Assisted Local(s) 770 and 862 with concerns about Subcontracting notices. Filed 2 initial claims for No Notice Subcontracting one each LU.

Member Issues:

Assisted members of Local(s) 311, 774, 784, 865, 870 and 1984 with Contract, LTI, RRB, Sick Days, pay rate, changing of scheduling questions.

Assisted Local 870 with paycheck questions dealing with members who receive paper checks in the mail.

Assisted Local 862 with Military leave questions. Emailed CSX policy on Military leave and compensation.

Discussed claim opportunities with Local(s) 770, 862, 1047 and 1984 Local Chairman.

Discussed several Rule disputes with Local(s) 186, 770, and 862 members.