

130 Miles

Crew taken off duty before the expiration of 10 hours. Page 367.

On this date, claimants were tied up before it was apparent that the trip could not be made within the lawful time and before 10 hours had expired.

Claim is based on Article 13 (b), Road Agreement. Which states: Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then until after the expiration of ten hours on duty under the Federal Law, or within two hours of the time limit, provided by State's Laws, if State's laws govern.

130 miles

Alternative transportation of lodging not furnished when crew had been off duty 45 minutes and had requested other transportation.

The claimants had been waiting 45 minutes or longer for transportation to the place of lodging at their away from home terminal and had asked for alternative transportation and were denied.

Claim is based on Suitable Lodging Agreement, March 10, 1982 found under Article 3 Road Agreement (page 288).

130 miles

Refusal to be allowed to eat Article 3 page 336

This claim has been filed in instances where the crew has been refused toe right to eat on line of road. In this claim the crew has complied with the provisions of the agreement by giving the required notice of their desire to eat but the request was denied.

Claim is based on Article 3 of the agreement signed at Fort Worth, Texas May 25, 1978. Paragraph 6 of this agreement provides that in Local, Dodger, and Work Train service, crews will be allowed to stop work and eat during each tour of duty that cannot be completed in six hours of less from time on duty, unless they waive the opportunity to do so. This also applies to road freight crew's paragraph 1.

130 miles      Wait for ride

Waiting for transportation Article 13 page 369

Claimants or Claimant on the day in question and indicated on time slip were tied up under the hours of service law and waited for transportation in excess of one hour.

This claim is based on MofA dated June 21, 1983, effective July 1, 1983 found under Article 13, Road Agreement. Which states in part: "If the relief crew, tow train or transportation in the form of a company vehicle, taxi cab, etc., does not arrive at the point tied up within one hour of the time tied up, a separate payment on a minute basis will be allowed at the pro rata rate for all waiting time in excess of one hour.

One yard day      Con only/utility man events

Conductor only – excess work events – working with utility person Page 2. 1996 Crew consist agreement.

Claimant on the day in question and as indicated on time slip was working within switching limits and made more than three setouts and/or pickups while working with utility person (s).

Claim is based on Section 1, B4, (Note 1:) 1996 Crew Consist Agreement which states: "This agreement does not modify the permit made to through freight crews for excess work events as provided for in Section (2) (b) of August 6, 1993 award."

130 miles      Deprived of service

Mis-handled Bulletin runs Article 20 page 387

Claimants or Claimant were not called for service on the day in question as indicated on time slip. Claimant was wrongfully deprived of service to which they are entitled to by the trainmen's Agreement.

Claim is based on Article 20 of the Trainmen's Agreement the letter of understanding dated April 9, 1946. Case file T-19887.

One yard day      Improper utility man

Using member(s) of other crews as utility men at location where no utility men were assigned. Art. I (1) (C) Panel 18 Award.

Member (s) of another crew (yard, local, and frt.) were used as utility man to assist crew of conductor-only operation train.

This type claim is based on arbitration panel 18 award Art. I (1) (c) which allows for a utility man to be assigned to assist conductor-only operation crews. At the location in question there was no utility man assigned and a member of another crew was used as a utility man. Only assigned utility men are allowed to work with another crew without blue flag protection being required.

One basic day Multiple Turns

Trainmen used in short turn around service. (Dog-catching Hog-law) trains. Art. 4, (p. 343)

Claimant(s), while working in road service were required to make short turn around trips (more than one) out of the same terminal and were allowed only one basic day. The mileage of all the trips exceeded 100 miles, or the time on duty exceeded 8 hours, or the crew was not notified at time of call that they would be used in short turn around service. The crew is entitled to a basic day or mileage for each trip, if the trips exceed 100 miles and/or on duty time is in excess of 8 hours. If the crew was not notified at the time they were called that they would be used in short turn around service, they are entitled to one basic day of actual miles for each trip.

This claim is based on Article 4 (short turnaround service) (page 343).

Hour (s) con/only events

Conductor only operations required to perform more than (3) three work events.

Claimant, while working as Conductor only, were required performs more than three (3) work events. Work events would be compensated actual time spend performing work in excess of three (3) events with a minimum of one (1) hour at pro rata rate applicable to the trip for EACH in excess of three (3).

Claim is based on Arbitration Panel 18, Decision and Award Attachment (B) Article (1) Crew consist Agreement page (2) paragraph's (2), (A) and (B).

One yard day More than three events

Road Crews Making Other Than 3 Straight S/O and/or P/U at intermediate yards page. 174, 175, 370

Claimants were working in freight service on the day in question and were instructed to make other than three straight set outs and/or pick ups at an intermediate point. Claimants were within Switching Limits where yard crews were on duty. See claimant's time slip for details.

This claim is based on Article 14a, Road Agreement, 1972-1985 National Agreements, and Articles VII, Section 1(a), PEB 219 and Public Law 102-29 Implementing Documents effective November 1, 1991.

130 miles Investigation postp

Investigation postponed and not notified, Article 47, page 434

Claimant received Investigation notice and on the day in question showed up for investigation. Investigation had been postponed and claimant was not notified in advance. See time slip for details.

Claim is based on Article 20 letter of understanding dated April 9, 1946, T-19887 and Article 43 paragraphs (D-1) and (D-2).

One yard day

Set out cars(s) in terminal (Not bad ordered) Article X Section 1 page 174 and Award 184, PLB 2105

Claimants while working in road service were required to set out a non-defective car from their train and/or pick up, and did as instructed. Yard crews were on duty.

Claim is based on the 1972 National Agreement Article IX section 1 and 1978 National Agreement Article X Section 1 which states: switch out defective cars from their own trains regardless of when discovered. Claim is also supported by Article 14(a), Road Agreement.

One yard day

Switching Cards Not Pertaining To Train At Intermediate Point, pages 174, 175, 176

Claimants were working on thru-freight/local freight service, and were required to switch cars from one track to another, within switching limits, that did not pertain to their train. Yard crews were on duty. See claimants time slip for details.

Claim is based Article 14(a), Road Agreement which states in part: Freight trainmen will not be required to do any station switching at terminals where regular yard crews are maintained. Also Article VII, Section 1, 1985 National Agreement.

One yard day

Coupling Cars at Yards That Did Not Pertain to Train, pages 174, 370

Claimants on the date in question were assigned to road service and were required to couple up and shove cars that didn't pertain to their train, at a location where yard crews are maintained and on duty. See Claimant's time slip for details.

Claim is based on Article 14(a), Road Agreement which states in part: Freight trainmen will not be required to do any station switching at terminals where regular yard crews are maintained. Also, Article VII, Section I (B), 1985 National Agreement which states: In connection with straight pick-ups and/or set outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

One yard day More than 3 events

Making other than 3 straight set outs and/or pick ups at their initial or final terminal in addition to yarding/receiving their train. One of which may have been rec/yarding train on multiple tracks Page 370.

Claimant(s) on day in question, while working in road service, were required to make other than 3 straight set outs and/or pick ups at either their initial or final terminal. One of which may or may not have been receiving or yarding their train in multiple tracks. See claimants time slip for details.

This claim is based on Article 14A Rd. Agreement, Art. VII, Section 1(b), 1985 Nat. Agreement, and Art. VII, Section 1(a), PEB 219 and Public Law 102-29 Implementing Documents effective November 1, 1991.

130 Miles

Attending Investigation and Not paid. Article 43, page 430

Claimant was order to attend investigation and did so. Claimant did not receive discipline as a result of this investigation, but was denied payment.

Claim is based on Article 47(B) of Trainmen's Agreement. (Investigation and Discipline)

130 miles turn miles not paid

Inside Turn – (Thru-Freight) Article 21, page 393

Claimants were working in pool freight service on the day in question and did make an inside turn as indicated on their working time slip. Claimants were denied payment.

This claim is based on Article 21(B), Road Agreement as revised December 15, 1991 found on page 393, which states: Inside turns in through freight service made by freight trainmen other than local trainmen will be paid for on basis of continuous time and mileage in connection with trip from terminal to terminal.

Basic Day Non-craft doing work

Supervisor, official, or non-craft employee performing trainmen's work. Art. 4, Crew consist agreement April 1, 1980 (page 50)

Supervisor, official or non-craft employee performed work belonging exclusively to trainmen.

This committee contends that managerial personnel (including yardmasters) or non-craft personnel performing trainmen's work is a violation of article 4 of the 1980 crew consist agreement. Page 50.

130 miles

Violation of Seniority Territory, Article 16, page 374

Claimant was required to protect an assignment outside his/her assigned territory or district in violation of trainmen's Agreement.

Claim is based on Article 16 of the trainmen's Agreement which states: Trainmen assigned to one seniority division will be used on that division only, and will not be run on other division, except in handling special passenger trains or in the movement of stock or perishable freight in cases of extreme emergency.

130 miles

Assigned locals being deprived of work rightly belonging to their job, and being performed by Thru-freight crews. Article 5 (a), letter dated April 24, 1946. Para (b) & (e) page 343 Board Awards 7741 & 7538

Claimants on the day in question were working in assigned local service and deprived of work properly devolving upon local crews, work was performed by thru-freight crews. See time slip for details.

Claim is based on Article 5 (a), Road Agreement, and letter dated April 24, 1946 paragraphs (b & e), also Board Awards 7741 & 7538

130 miles

Dog Catching, Yard Engine in excess of the 25 mile limit 1985 Nat'l Agreement Article VIII Section 2 para (a)

Claimants were first out and rested at the home terminal. Claimants are entitled to go get this train, because yard crew went beyond the 25 mile limit set forth by the Agreement.

This claim was based on 1985 National Agreement Article VIII Road, Yard and Incidental work Section 2 – Yard crews, which states: Yard crews may perform the following work outside of switching limits without additional compensation except as provided below: paragraph (a) Bring in disabled train or trains whose crews have tied up under the hours of service Law from locations up to 25 miles outside of switching limits.

130 miles

EOTD Carmen Available

End of Train Device, Board Award 419 para. (d), page 422

Claimants were working on the day in question, were instructed to handle the rear end device, either removing from and/or attaching it to their train. Claimants complied with the instruction. Carmen were on duty and available at the location in question. See claimant's time slip for details.

This claim is based on Board Award 419 Paragraph (D) End of Train Device

130 miles

Job Annulled and not paid, Locals, Dodgers, & Work Train, Article 22 page 394.

Claimants were assigned by bulletin either a six (6) day job with one off day or a seven (7) day assignment. Job did not work on the day in question and Claimants were marked up and available for work the entire month.

This claim is based on Article 20, entitled Bulletins, Page 326, and Article 22 (A), Page 332, Road Agreement.

130 miles

Over-the-road Run-Thru trains going beyond designated interchange delivery point. Article VII Section (3) National Agreement January 27, 1972 page 167.

Claimants, on the day in question, were instructed to take their train beyond the designated interchange delivery point. See time slip for details.

Claim is based on National Agreement, January 27, 1972, Article VII, Section 3, which states: "At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman of General Chairmen involved prior to the effective date."

130 miles                      Assist Outside Yard

Train Assist Outside Yard Engine Territory, page 352

The claimants cut their engines off and went beyond station or switching limits to assist another train. See claimants time slip for details.

Claim is based on Article 6, Road Agreement and Letter of T.L. Wilson dated November 19, 1985.

One yard day                      Assist in Yard

Train Assist in Yard, page 352

The claimants on this date assisted another train or yard engine entirely, within switching limits while yard engines were on duty. See claimant's time slip for more details.

This claim is based on Article 6, Road Agreement and Letter of T.L. Wilson dated November 19, 1985.

Senior bidder not assigned to bulletin.

Claimant (s) were the senior bidders on a bulletin and were not assigned to the job, or were not assigned on a timely basis. See claimants time slip for details.

This claim is supported by Article 20 (b), (c), and (d), Road Agreement. Which states in part: (b) new runs and permanent vacancies will be bulletined for a period of six days and assignment will be made in accordance with the rules of this schedule. (c) Rights of trainmen will begin with date of first trip and they will have choice of runs to which their age and merit entitles them. (d) Under this Article the assignment of men should be made promptly and without technical delay.

130 miles

New day not paid

New day departing terminal, page 393

On this date, claimant(s) were used out of their assigned terminal after arriving that terminal from a previous trip. See claimants time slip for details.

Claim is based on Article 21 (a), Road Agreement, which states in part: Arrival at regular or an assigned terminal completes a trip; and a new day will be regarded as commenced upon each departure from such regular or assigned terminal, -----.

One basic day

Holiday not worked

Holiday Pay – Job Not Worked, page 125

On this date the claimant(s) assignment was annulled on a legal Holiday. They worked (or were available to work) the day before and the day after the Holiday. Being their assignment does qualify for holiday pay they are entitled to a basic days pay.

This claim is supported by the Holiday Pay Agreement found on page 96 of the Agreement.

8 hrs. OT

Holiday worked

Holiday Pay – Job worked, page 125

On this date the claimant(s) worked an assignment which qualified them for holiday pay. They worked (or were available to work) the day before and the day after the Holiday. Claimant(s) were not properly paid for working on the Holiday.

This claim is supported by the Holiday Agreement found on page 96 of the Agreement.

Meal allowance and/or lodging expense. Page 332

The claimant(s) was not allowed meal and/or lodging expense when held at other than his/her home terminal over 4 hours. See claimants time slip for details. Claim is supported by Article 3, Road Agreement.

Basic day (Ca

Making air test at locations were Carmen on duty. Page 410, Article 31 [a]

Claimants were required to make their own air test at a terminal where trains are made up and Carmen on duty.

Claim is supported by Article 31(a), Road Agreement. Which states in part: "At all terminals where trains are made up and Carmen are employed, the Carmen will couple up air hose and test air brakes and see that they are in good working order."

100 miles

Local crew used on another assignment. Article 5, page 343

On date in question, claimant(s) were working an assigned local and after commencing their run they were used to protect another service. See conductor's time slip for details.

This committee contends this claim is supported by Article 5) and Article 20, Road Agreement.

130 miles

Basic day for performing service. Page 387

On date in question, the claimant(s) performed service and were not allowed payment. See claimant's timeslip for details.

This committee contends this claim is supported by Article 6(a), Road Agreement. Which states: "In all road service, except passenger service, 100 miles or less, 8 hours or less, (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided. (BASIC DAY)

Removed from appropriate seniority roster without due process

Claimant was removed from appropriate seniority roster without due process.

Committee holds that claimant's name was erroneously removed from the seniority rosters.

100 miles at Inside turn (local)

Inside turn (Local-Freight) Article 21, page 393

Claimants were working in local service on the date in question and did make an inside turn as indicated on their working time slip. Claimants were denied payment. See trip slip for details.

This claim is based on Article 21 (b), Road agreement as revised December 15, 1991 and found on page 393, which states: Inside turns in through freight service made by freight trainmen other than local trainmen will be paid for on basis of continuous time and mileage in connection with the trip from terminal to terminal. Trainmen on regularly assigned local runs making inside turns will be paid a minimum of one hundred miles for such turns.

130 miles Outside Turn

Outside Turn, Article 21, page 394

Claimants on the day in question were required to make a turn outside of their bulletin limits as indicated by Train ID on their working time slip.

Claim is based on Article 21(b), Road Agreement as revised December 15, 1991, found on page 393, which states: "Assigned trainmen required to make trips outside their assigned limits will be paid regular rates for the service rendered, with a minimum of one hundred miles for each trip so made. (The term "inside turn" is understood to mean turns made between intermediate points.)

65 Miles Runaround (turn, AFHT)

Mis-handled away from home. (Making turns) Article 17 page 374

Claimant or Claimants were at the away from home terminal on the day in question and were not used in line with the trainmen's agreement as indicated on the penalty time slip. See time slip for details.

This claim is based on Article 17 (1): paragraph (a) which states: Freight trainmen, after making one turn out of the away from home terminal will not be required to make another turn if other crews are available who have not turned. OR (2) paragraph (c) which states: ...if required to accept call for a second turn to meet the exigencies of the service..., they will be run through or deadheaded from point train disposed of to Mineola.

