

Trainman's Claim Cheat Sheet
Revised on 08/26/07

RUN OFF ASSIGNED TERRITORY (YARD)

ALLOW 100 MILES ON ACCOUNT OF BEING INSTRUCTED TO GO PAST OUR LIMITS MP.34.6 (END OF TRACK AS PER EAGLE PASS SUBDIVISION GENERAL ORDER) AFTER MP.34.6 IS MEXICO. I WAS INSTRUCTED BY MANAGER ON DUTY (TITLE/NAME) TO GET ON UNITS UP1234 AND NS5678 LOCATED ON (YARD #) (TRACK #) AND GO PAST OUR LIMITS MP.34.6 (LIGHT ENGINES) AND COME BACK INTO OUR LIMITS (LIGHT ENGINES) ON (YARD #) (TRACK #) . I GOT ON UNITS AT (TIME) ON (DATE) AND LEFT OUR LIMITS FROM (YARD #) (TRACK #) AT (TIME) ON (DATE). I THEN CAME BACK INTO OUR LIMITS AT (TIME) ON (DATE) ON (YARD #) (TRACK #) . THIS IS IN VIOLATION OF OUR UTU (TP) AGREEMENT DATED DEC.15, 1991, ARTICLE 6 PG.25.

RUN OFF ASSIGNED TERRITORY (TSE)

PLEASE ALLOW 100 MILES ON ACCOUNT OF INSTRUCTED BY MANAGER ON DUTY TO GO PAST OUR TSE LIMITS (35 MILE RADIUS AS ASSIGNED ON BULLETIN) TO RELIEVE CREW ON (TRAIN-ID) AT (LOC/MP.) I WAS ASSIGNED TO THE (JOB-ID) AT (LOC. AND MP.) WE WENT BY OUR LIMITS (LOC.) AT (TIME) ON (DATE). AND ARRIVED AT (LOC. OF TRAIN) AND RELIEVED CREW. WE THEN PROCEEDED (NORTH/SOUTH) AND CAME BACK INTO OUR LIMITS AT (TIME) ON (DATE). THIS IS IN VIOLATION OF OUR UTU TSE AGREEMENT SEC.1, PG.1.

PERFORMING SERVICE NOT IN CONJUNCTION WITH OWN TRAIN (TSE)

PLEASE ALLOW 100 MILES ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (TITLE/NAME) TO PERFORM SERVICE NOT IN CONJUNCTON WITH OUR TRAIN (SPECIFY WHAT OCCURRED INCLUDE TIME,DATE,YARD# AND TRACK# AND FOR WHAT CREW). (EX. COUPLING THE RG AND PERFORMING AIR TEST/SETTING OUT BAD ORDERS ETC. WHILE ROAD CREW WAS ON DUTY AND AVAILALE (INCLUDE WHAT TIME THE ROAD CREW WENT ON DUTY). THIS IS IN VIOLATION OF OUR UTU TSE AGREEMENT Q&A, Q#5(A)

TSE PERFORMING GENERAL YARD SWITHING WHERE YARD CREW'S EMPLOYED.

PLEASE ALLOW 100 MILES ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (TITLE/NAME) TO PERFORM GENERAL YARD SWITCHING WHERE YARD CREW'S ARE EMPLOYED. WE PERFORMED SERVICE AT (YARD) (EXPLAINED WHAT OCCURRED INCLUDE TIME/DATE). YARD CREWS ON DUTY WERE (JOB-ID'S). THIS IS IN VIOLATION OF OUR UTU TSE AGREEMENT. THIS IS IN VIOLATION OF OUR UTU TSE AGREEMENT Q&A, Q#5(A).

DENIED LAYOFF ON FMLA

Claim one basic day for violation of Revised Family Medical Leave Act. This claim is being processed without prejudice to the organization's position that the carriers revised FMLA policy is unenforceable because it was implemented unilaterally in violation of the carrier's status-quo and bargaining obligations under the Railway Labor Act and in violation of the Family Medical Leave Act. The organization is litigating that issue in federal court. The carrier has refused to suspend the requirements of the contract claims process until that dispute is resolved. Therefore, the organization is processing this claim at this time to ensure that the contractual

requirements are satisfied in the event the court holds that the dispute must be resolved via Section 3 process of the Railway Labor Act.

EXTRA JOB CALLED(TSE)

PLEASE ALLOW 100 MILES ON ACCOUNT OF CARRIER CALLING EXTRA JOBS ON T.S.E.'S. I WAS CALLED FOR (JOB-ID) TO GO ON DUTY AT (TIME). WE WERE USED FOR (EXPLAIN).THIS IS IN VIOLATION OF THE UTU (TSE) AGREEMENT SEC.1, PG.1 FOR NOT HAVING A REGULARLY SET STARTING TIME AND REGULALY ASSIGNED ON/OFF DUTY POINT.

EXTRA JOB CALLED(YARD)

PLEASE ALLOW 100 MILES ON ACCOUNT CARRIER CALLING AN EXTRA YARD JOB. I WAS CALLED FOR (JOB-ID) TO GO ON DUTY AT(LOC) AT (TIME). WE WERE USED FOR (EXPLAIN) THIS IS IN VIOLATION OF OUR UTU (TP) YARD AGREEMENT ARTICLE 5(B).

END OF TRAIN DEVICE

ALLOW 2 HOURS PRO RATA ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (NAME) TO REMOVE/PLACE E.O.T. DEVICE ON (TRAIN-ID) AT (CIRC7/YD/TRK). WHEN CARMEN WERE ON DUTY AND AVAILABLE (NAME)(S) OF CARMEN). E.O.T. # WAS 00001 REAR CAR WAS(UP123). AS PER UTU AGREEMENT DEC. 15, 1991 PG.422, SEC(D).

STORAGE FACILITIES

ALLOW 100 MILES ON ACCOUNT OF CARRIER NOT PROVIDING ADEQUATE STORAGE FACILITIES FOR GEAR AND WORK EQUIPMENT AT (CIRC7) (LOCATION). THIS IS IN VIOLATION OF OUR UTU AGREEMENT DATED DEC. 15., 1991 PG.422, SEC(B).

EMPLOYEES RIGHTS TO PERFORM SERVICE

ALLOW 100 MILES ON ACCOUNT OF MANAGER ON DUTY (NAME) PERFORMING TRAINMANS DUTIES. MANAGER WAS PERFORMING THE FOLLOWING DUTIES: (GIVE EX. LINE SWITCH,PROTECTED SHOVE,MADE JOINT,ETC.) ON (DATE) AT (TIME). THIS IS IN VIOLATION OF OUR UTU AGREEMENT DATED DEC. 15, 1991 ARTICE 4,PG..50.

BUMPED NOT NOTIFIED

PLEASE ALLOW ALL LOST TIME ON ACCOUNT OF BEING BUMPED BY (NAME) AND NOT BEING PROPERLY NOTIFIED BY CARRIER(CMS). I SHOWED UP FOR WORK ON MY REGULAR ASSIGNED JOB(JOB-ID) AND NOTICED THAT I HAD BEEN BUMPED BY (NAME) AT (TIME).

REGULAR CREW NOT BEING CALLED ON REST DAYS.

ALLOW ALL LOST ITME ON ACCOUNT OF CARRIER CALLING MY REGULAR ASSIGNED JOB(JOB-ID) ON IT'S REGULAR DAYS OFF (DAYS OFF). CARRIER (CMS) SHOULD HAVE CALLED ME FIRST RATHER THAN (DESCRIBE WHO WAS CALLED ACCORDING TO CALLING PROCEDURES AND STATE IF YOU HAVE SPECIAL CONDITION (DEW) STATUS IN PERSONAL STATUS).

HOURS OF SERVICE RELIEF (LAREDO)

PLEASE ALLOW 100 MILES ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (TITLE/NAME) AT (TIME) TO PERFORM H.O.S. RELIEF ON (TRAIN-ID) AT (LOC.). WE WERE INSTRUCTED BY SAID MANAGER TO GET ON CARRYALL AND PERFORM H.O.S. RELIEF ON SAID TRAIN. WE ARRIVED AT (TIME) AT (LOC) AND GOT ON TRAIN, WE THEN DEPARTED FROM (LOC) AT (TIME) AND ARRIVED AT DESTINATION (AX482/AX494) AT (TIME) AND DELIVERED SAID TRAIN TO (TRACK# / MEXICO). THIS IS

IN VIOLATION OF OUR UTU SAN ANTONIO HUB AGREEMENT WHICH STATES THAT ANY H.O.S. RELIEF ON TRAINS HEADING TO LAREDO FROM THE SOUTH POINT OF GARDENDALE SHOULD BE DONE BY THE FIRST RESTED AND AVAILABLE MAN OF THE PORT LAREDO EXTRABOARD AX482/XT35.

HOURS OF SERVICE RELIEF (RUNAROUND)

ALLOW 100 MILES ON ACCOUNT CMS AND MANAGER ON DUTY (NAME) AT (CIRC7) NOT CALLING ME (THE FIRST OUT) MAN OF THE (CIRC7/BOARD) TO PERFORM HOURS OF SERVICE RELIEF AS INDICATED ON THE SAN ANTONIO UTU HUB AGREEMENT (EX. DEL RIO EXTRA BOARD). I WAS FIRST OUT AND AVAILABLE TO PERFORM SUCH SERVICE, YET CMS AND MANAGER INSTRUCTED YARD CREW (JOB-ID) TO PERFORM THIS SERVICE. (DESCRIBE WHAT OCCURRED). THIS IS IN VIOLATION OF OUR UTU SAN ANTONIO HUB AGREEMENT SEC. V. (B).

COMINGLING CREWS

PLEASE ALLOW 100 MILES ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (NAME) TO ASSIST CREW (TRAIN/JOB ID) TO (DESCRIBE EVENT e.g. LINED SWITCHES OR HELPED GET TRAIN TOGETHER ETC. FOR ANOTHER CREW). THIS IS IN VIOLATION OF OUR (UTU) (BLE) AGREEMENT. I AM ASSIGNED TO (JOB-ID) AS A (POSITION), WHICH MY CREW CONSISTS OF (ENGINEER, FOREMAN, CONDUCTOR, BRAKEMAN AND SWITCHMAN) AS ORIGINALLY BULLETINED.

*****NOTE*** INCLUDE COMINGLING ON FRA TIE-UP (ACTIVITY) AND REMARKS.**

WORKING TWO ASSIGNMENTS ON ONE TOUR OF DUTY

PLEASE ALLOW 100 MILES ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (NAME) TO WORK A SECOND ASSIGNMENT ON ONE TOUR OF DUTY. (DESCRIBE EVENT e.g. I WAS ORIGINALLY CALLED FOR THE XXXX-00 AND WORKED WITH THIS CREW FROM (HRS/MIN). MY ORIGINAL CREW (CON/BRKM) TIED UP AT (HRS/MIN) AND I WAS INSTRUCTED BY SAID MANAGER TO CONTINUE WORKING WITH ANOTHER JOB WHICH WAS XXXX-00 FROM (HRS/MIN) TO (HRS/MIN) . I ORIGINALLY TIED UP ON MY FIRST ASSIGNMENT.

*****NOTE*** INCLUDE IN YOUR FRA TIE UP AS AN ACTIVITY AND REMARKS AS A SECOND TRIP.**

SWITCHING LIMITS (YARD)

PLEASE ALLOW ALL TIME CONSUMED OUTSIDE OF SWITCHING LIMITS (MINIMUM OF ONE (1) HOUR). ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (NAME) TO GO PERFORM SERVICE OUTSIDE OF YARD/TERMINAL LIMITS. WE WERE INSTRUCTED TO (DESCRIBE EVENT, INCLUDE TIME DATE YOU WENT PAST THE YARD BOARD. TIME AND DATE YOU CAME BACK INTO YARD/TERMINAL SWITCHING LIMITS INCLUDE MP. FOR YARD BOAR SWITCHING/TERMINAL LIMITS. THIS IS IN VIOLATION OF OUR BLE YARD AGREEMENT. ARTICLE 15; YARD SERVICE, YARD CREW (a) (i) (ii)

**** PERTAINS TO PRE-85 AGREEMENT EMPLOYEES ONLY ****

NOTE: NEED TO INCLUDE TIME DATE AND LOCATION OF DEPARTURE AND ARRIVAL OF LIMITS ON FRA TIE-UP. (JUST LIKE A DEADHEAD ON ACTIVITY SCREEN F/8).

H.O.S./DISABLE RELIEF (YARD)

PLEASE ALLOW ALL TIME CONSUMED OUTSIDE OF SWITCHING LIMITS (MINIMUM OF ONE (1) HOUR). ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (NAME) TO GO

PAST OUR YARD LIMITS TO RELIEF (H.O.S. CREW/DISABLED TRAIN) AT (LOC.,TIME AND DATE) WE LEFT OUR LIMITS AT (TIME/DATE LOCATION OF YARD BOARD/LIMITS) AND ARRIVED AT (LOCATION/TIME /DATE) AND THEN LEFT OUR (LOC.,TIME/DATE) AND CAME BACK INTO OUR LIMITS AT (TIME/DATE/LOC. OF YARD BOARD/LIMITS). THIS IS IN VIOLATION OF OUR BLE YARD AGREEMENT ARTICLE 15; YARD SERVICE, YARD CREW (a) (ii).

NOTE: NEED TO INCLUDE TIME DATE AND LOCATION OF DEPARTURE AND ARRIVAL OF LIMITS ON FRA TIE-UP. (JUST LIKE A DEADHEAD ON ACTIVITY SCREEN F/8).

**** PERTAINS TO PRE-85 AGREEMENT EMPLOYEES ONLY ****

LUNCH (YARD)

PLEASE ALLOW 100 MILES ON ACCOUNT INSTRUCTED BY MANAGER ON DUTY (NAME) TO CONTINUE WORKING MORE THAN 6 HOURS WITHOUT EATING. (DESCRIBE EVENT THAT OCCURRED AND AT WHAT TIME IF ANY YOU WERE ALLOWED TO EAT). THIS IS IN VIOLATION OF OUR UTU (TP) YARD AGREEMENT. ARTICLE 4. PG. 23.

MEAL PERIOD (TSE)

ALLOW 100 MILES ON ACCOUNT OF NOT BEING ALLOWED BY MANAGER ON DUTY (NAME) TO STOP WORK AND EAT DURING TOUR OF DUTY THAT COULD NOT BE COMPLETED WITHIN SIX HOURS OR LESS FROM TIME ON DUTY. OPPORTUNITY TO DO SO WAS NOT WAIVED. (DESCRIBE WHAT TIMES YOU REQUESTED MEAL PERIOD AND TO WHOM). THIS IS IN VIOLATION OF OUR UTU TSE AGREEMENT Q&A GENERAL SECTION Q#1, A(1). ALSO MEMORANDUM OF AGREEMENT DATED MAY 25, 1978 ARTICLE 3, PG.336 AND SEC. 6, PG.33.

IMPROPER UTILITY MAN

PLEASE ALLOW 100 MILES FOR VIOLATION OF CARRIER USING MEMBER(S) OF OTHER CREW(S) AS UTILITY AT LOCATIONS WHERE NO UTILITY MEN WERE ASSIGNED. 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 not 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.