

These are meant to assist in writing a claim; they have some of the language and agreement reference that you can use in writing your claim. As always, the details of your claim are very important. If you need more information contact your Local Chairman.

1. Claim one basic day for violation of being removed from the appropriate seniority roster without due process.

2. Claim for violation of Conductor only operations required to perform more than (3) three work events.

Claimant, while working as Conductor only, were required to perform more than three (3) work events. Work events would be compensated actual time spent 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, Paragraphs (2)(A) and (B).

3. Claim for guaranteed extra board pay _____ for being denied proper payment of guarantee.

Claimant was denied proper payment of guarantee pursuant to the Extra Board Agreement.

This claim is based on Guaranteed Combination Boards and Supplemental Extra Boards Agreement: In connection with modification to existing crew consist provisions, the parties have agreed to amend certain provisions pertaining to the operation and administration of guaranteed extra boards, accordingly it is agreed the following conditions shall apply:

Q-8: Under the provisions of Article I, Section L, Paragraph 13, what incidents or events will not count toward the two (2) occurrences of being unavailable resulting in forfeiture of the guarantee?

A-8: Personal leave time, vacation time, absences at the request of the carrier (e.g., court appearances and depositions, investigations, etc.) and local chairman on union business.

4. Claim for one basic day for violation of using member(s) of other crews as utility men at locations where no utility men were assigned.

Member(s) of another crew (yard, local, freight) 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 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.

5. Claim for one basic day for violation of making air test at locations where carmen were on duty and available. Page 410, Article 31(a).

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

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."

6. Claim for one yard day for violation of road crews making other than three (3) straight s/o and/or p/u at intermediate yards. Pages 174, 175, and 370. Claimants were working in freight service on the day in question and were instructed to make other than three (3) straight set outs and/or pick-ups at an intermediate point. Claimants were within switching limits where yard crews were on duty.

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

7. Claim one basic day for violation of a supervisor, official, or non-craft employee performing trainmen's work. Article 4, Crew Consist Agreement, April 1, 1980 (page 50).

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

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.

8. Claim for one basic day for not being allowed to eat. Claimant(s) were working in yard, TSE, local or worktrain service.

Claimant(s) were working in yard, TSE, local, or worktrain service denied the right to eat.

Article 4, Page 23 (b) states that yardman will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay. Also, Article 4(c) states that yardmen will not be required to work longer than 6 hours without being allowed 20 minutes for lunch. Note: the lunch period should be given and completed by the time the 6 hours are up. Page 337, Number 6 of the Road Agreement states that in local, TSE or worktrain service, crews will be allowed to stop work and eat during each tour of duty that cannot be completed in six hours or less from the time of duty.

9. Claim for one basic day for violation of alternative transportation to lodging not furnished when a 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).

10. For violation of overtime not allowed as claimed. Article 6, Page 347.

The claimants, while working in train service, were not allowed proper amount of overtime based on the mileage of their assignment and length of time on duty before being relieved from duty.

This claim is based on the Article 6(b), Road Agreement, and Article IV, Section 1, and Article V, Section 3, 1985 National Agreement which states in part: "After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty. Note: the phrase "relieved form

duty” as used in this, Article includes time required to make inspection, complete all necessary reports and/or register off duty.”

11. Claim for one yard day for violation of performing duties not pertaining to their train at initial or final terminal. Page 370.

The Claimants on this date were required to perform services that did not pertain to their train at either their final or initial terminal.

This claim is based on Articles 14(a) and 6(a), Road Agreement, Article VIII, Sections 1 & 3, 1985 National Agreement, and Article VII, Section 1(a) PEB 219 and Public Law 102-29 Implementing documents effective November 1, 1991.

12. Claim one basic day for senior bidder not being assigned to bulletin, or not allowed to bid in same pool as assignment.

Claimant was not allowed to bid in same pool and would have been senior bidder, or Claimant was senior bidder on a bulletin and was not assigned to the job, or was not assigned on a timely basis.

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 the 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.

13. Claim one basic day for 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.

This 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 divisions, except in handling special passenger trains or in the movement of stock or perishable freight in cases of extreme emergency.

14. Claim for 2 hours pro rata for violation of using the EOT device when carmen were available. Board Award 419, Paragraph (d), Page 422.

Claimants were working on the day in question and were instructed to handle the rear end device, either removing from and/or attaching it to their train.

Claimants complied with the instructions. Carmen were on duty and available at the location in question.

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

15. Within Road-Yard Service Zones, yard crews may only be used to meet customer service requirements for delivery, switching or picking up cars that were not available for road crews that normally perform this work.

This claim is based on the Combination Road-Yard Service Zones, Article XI, National Agreement, August 25, 1978, Section 1(b), Page 177, Note: The yard crew is restricted to the specific required service and is not to be used indiscriminately to perform any other additional work.