



## **Clovis Local 1168**

Constructive Allowances and Penalty Payments

TYE Engineers, Conductors and Yardmen

As compiled from UTU & BLET Agreements

[http://1168.utu.org/UTU\\_Web/](http://1168.utu.org/UTU_Web/)

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Things to remember when submitting claims are, to be sure to explain what all work was performed, what caused the mishandling. Be specific and give as much information as possible on all your claims. Be sure to list car numbers, track numbers times and all pertinent information. Remember to use and answer the 5 W's and you will pretty well have All you need for a good claim. On Conductor only violations where you are claiming one way miles of what a brakeman would have made had he been a part of the crew, be sure to list all moves made that qualifies for the conductor only violation, even if you have to list each one by number, the following is a simple example but it does show four (4) distinctive moves. **There are examples of various claims in the last 2 pages of this booklet.**

1. Picked up 6 cars out of 106 track BN1234 thru ATSF 456
2. Set out 3 cars to track 123 CITX 222 thru BN 22223
3. Picked up unit BNSF 5633 from stub track 3 and placed in the train consist.
4. Picked up 2 cars at Cloy siding ATSF 2222, and ATSF 3333

**WHO**            who instructed you to do the work?  
**WHAT**            what work was performed, what mishandling occurred?  
**WHEN**            when did you do the work or when did the occurrence happen?  
**WHERE**            where did you do the work or where the board runaround happened?  
**WHY**              why are you doing the work or why were you mishandled?

Disclaimer — this document is provided as an educational aid to our members. There are, in many cases, local agreements that modify or replace the handling outlined in this document. In the event of a question regarding the interpretation or application of any of the items contained herein, please contact your Local Chairman.

**Alternative Handling (EI) Engineer & Conductor**

(See Memorandum of Agreement, Feb. 6, 2002, i.e. *Safety Summit Agreement*)

Alternative handling is a non-punitive response to rule violations that includes training and other non-disciplinary measures. This code is used when employees who are subject to discipline for rules violations may opt for alternative handling under certain conditions.

**Payment** - Less than 4 hours will be a minimum of 1/2 a basic day at the rate of last service performed. More than 4 hours = a min. of a basic day. If required to miss work, employee is compensated for actual lost earnings.

**Annulment (AN)**

If an employee's job assignment (Local, Rd Switcher, Work Train or Yard job) is annulled and it is **NOT A HOLIDAY**, the employee should submit an annulment claim for all lost earnings.

If an employee's job assignment is annulled **ON A HOLIDAY** and the job is assigned to work more than 100 miles, the employee should submit an annulment claim for all lost earnings.

If an employee's job assignment is annulled **ON A HOLIDAY** and the job is assigned to work 100 miles or less, **SEE HOLIDAY RULES**.

**Bereavement (05) Engineer, Conductor & Yardmen**

An employee who suffers the loss of a listed family member may take up to three (3) calendar days of paid leave. Payment will consist of up to three (3) basic days pay at the rate of the last service performed.

Employee must submit required documentation to Timekeeping for payment. See BNSF General Notices regarding the appropriate method of submitting documentation or contact your Timekeeper.

**Qualifying family members for Engineers are:**

- |                         |                     |                    |                              |
|-------------------------|---------------------|--------------------|------------------------------|
| <b>Brother</b>          | <b>Sister</b>       | <b>Half Sister</b> | <b>Step Brother</b>          |
| <b>Parent</b>           | <b>Child</b>        | <b>Step Sister</b> | <b>Step Parent</b>           |
| <b>Grandchild</b>       | <b>Spouse</b>       | <b>Step Child</b>  | <b>Legally Adopted Child</b> |
| <b>Spouse's parents</b> | <b>Half Brother</b> |                    |                              |

**Qualifying family members for Conductors and Yardmen are:**

<b>Brother</b>	<b>Sister</b>	<b>Half Sister</b>	<b>Step Brother</b>
<b>Parent</b>	<b>Child</b>	<b>Step Sister</b>	<b>Step Parent</b>
<b>Spouse</b>	<b>Step Child</b>	<b>Legally Adopted Child</b>	
<b>Spouse's parents</b>	<b>Half Brother</b>		

**Cab Conditions (CC)      Engineer only**

By Agreement the Carrier is required to provide and maintain safe, sanitary and healthful cab conditions on locomotives. They have established procedures for monitoring cab conditions and expediting the reporting and correction of maintenance deficiencies (See Cab Condition Reporting- Quick Reference Guide). In order to qualify for payment, the employee must report the defect prior to departure and give the Carrier an opportunity to repair the defect or rearrange the locomotives. In General, the following items must be in good operating condition: (See ART XVII1986 Agreement BLET)

- Water coolers
- Cab lighting
- Heaters (in cold weather)
- Insulation and Weather-stripping
- Toilet facilities

When submitting a claim use code CC and enter all required data in the pop-up fields as in the following example:

**Unit ID & Number:** BNSF 5189  
**Unit Defect:** Refrigerator inoperative  
**Boarding Time:** 0300  
**Time Reported:** 0310  
**Time Departed:** 0345  
**Reported to:** Trainmaster Jones  
**Defect Description:** Refrigerator runs but does not cool.

Cab Condition claims = 2 hour payment

Cab Conditions are not applicable to foreign locomotives.

## **Call and Release      Engineer, Conductor & Yardmen**

### **AO - After On Duty**

NOTE: Check local run through agreements for variations.

E/W - If an engineer's call is cancelled after he goes on duty he is allowed a minimum day at the rate of service for which called.

N/S - If an engineer's call is cancelled with less than 4 hours on duty he is due 4 hours pay and will be held first out. If more than 4 hours he will be paid a basic day and be placed at foot of board.

Coast - If an engineer's call is cancelled and he performs service he is due a basic day. If he does not perform service he is due 2 hrs and 40 min. at the rate of service. If he remains on duty more than 2 hrs and 40 min. he will be paid a pro rata rate per hour until released. He will remain first out.

### **PO - Prior To On Duty**

NOTE: Check local run through agreements for variations.

E/W - An Engineer, Conductor or Yardman who is called and released **prior to leaving his calling place is due no compensation.** An Engineer, Conductor who is called, reports for duty, but is released prior to on duty time is entitled to 65 miles at the rate of service and shall remain first out. Yardmen are entitled to a basic day.

N/S - An engineer who is called and released prior to on duty time is due no compensation.

Coast -An engineer who is called and released prior to going on duty is entitled to 43 1/3 miles.

**Called prior to or after assigned on duty time (38)      Engineer only**

E/W

&

N/S - In Assigned road service, if brought on duty in advance of assigned on duty time, engineer is due a basic day. When notified one hour and thirty minutes in advance that they will be set back 2 hours or more, pay will begin 2 hours after assigned on duty time. If not properly notified, pay will begin at assigned on duty time.

Coast- If notified when tying up on previous trip, engineer may be called 2 hours in advance of assigned on duty time. If notified at calling time, engineer may be placed on duty up to one hour prior to and up to two hours after assigned on duty time. If not properly notified and brought on duty prior to assigned on duty time, engineer due basic day. If brought on duty more than two hours after assigned on duty time, pay begins two hours after assigned on duty time.

**CBT CODE (CT)      Engineers, Conductors & Yardmen**

When an engineer, conductor or switchman is required to take a rules examination, he or she is given a date certain by which the exam must be completed.

When successfully completing the exam on the due date and not losing a trip, Engineer will be paid a fixed amount of \$125.08. Engineers taking the exam on their due date and missing time from their regular assignment to complete the exam will be paid lost earnings from their regular assignment.

When successfully completing the exam on the due date and not losing a trip, Conductors and Yardmen will be paid a fixed amount of \$190.75. Conductors and Yardmen taking the exam on their due date and missing time from their regular assignment to complete the exam will be paid lost earnings from their regular assignment.

**Conductor Only Violations (IM)      Engineer & Conductor**

It was agreed that engineers and conductors in conductor-only service would **not** perform the following moves:

- More than (3) straight set-outs, list each move 1,2,3,4 etc.

### **Conductor Only Violations- cont.**

- More than (3) straight pick-ups list each move 1,2,3,4 etc...
- Or any combination not to exceed three per tour of duty. : •
- At the initial, intermediate, or final terminal during the tour of duty.
- The moves will vary based upon the applicable crew consist.
- Coast Lines - Initial/Final Terminal = Not to exceed two moves
- Eastern Western = Not to exceed one move

**Engineers and Conductors operating conductor-only trains which perform in excess of three moves will be allowed the one-way trip mileage a brakeman would have earned.**

#### **Pickups**

It is permissible to hold on to cars when making a pickup.  
Pickups must be first out in the track, (not buried)  
A double over is considered a pickup.

#### **Setouts**

It is permissible to hold onto cars when setting out.  
It is permissible to set out Bad Orders and is not counted as an event.  
Doubling over is considered an event

#### **Locomotives**

Hostling power at the initial terminal is one event.  
When picking up a locomotive en-route, it must be first out. (not buried)  
Handling power to and from the train is not an event.  
Setting out a locomotive for a train experiencing power problems is not an event.

#### **Switching**

Switching is anything other than a straight set-out or pickup.  
Setting out misroutes is considered switching  
Rearranging your train to comply with Haz-Mat rules is not switching.  
Rearranging your train to comply with BNSF train makeup guidelines is switching. Rearranging is setting out and then picking up again.

## Conductor Only Violations - Cont.

**Type of Service** Must be pool freight service.  
Work trains that do not require the crew to get on the ground (Geo train, GPS Ballast Train etc...) maybe operated in conductor only service.

Any work train service that requires the conductor to get on the ground triggers the conductor only penalty.

A conductor only crew may relieve conductor only or full crew trains. However the limitation of three set-outs or pickups or any combination of three is applicable to the trains as well as the conductor. The total number of events remains with the train, (Except Coast), and if there are already 4 events, **the relieving crew must make one additional move to qualify for the brakeman's wages.**

Using a temporary brakeman to assist a crew does not avoid the penalty.

## Denied Layoff Engineers, Conductors & Yardmen

The Agreement allows employees to layoff for personal reasons when the exigencies of the business permit. This generally means that when there are an adequate number of employees available to protect the carriers projected needs, the employee's request for personal time off should be granted. In order to process a claim for denied layoff, the employee must provide adequate documentation that a sufficient number of employees were available to cover the jobs.

Example: Claim basic day account the Carrier violated the Agreement by refusing to allow me to lay off for personal business on May 25, 2009. There were 5 engineers rested on the Extra Board and only 2 vacant positions.

## **Duplicate Time Payments**

**Engineers, Conductors & Yardmen hired before 1985**

### **1986 National Agreement (Arb 458)**

#### Section 5 - Duplicate Time Payments

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, **shall not apply** to employees whose seniority in engine or train service is established on or after **November 1, 1985**.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost of-living or other forms of wage increases.

The following codes are considered duplicate time payments:

13	Air Pay (also A2 A3)
14	Final Terminal Delay
17	Initial Terminal Delay
18	Pool Caboose
26	Switching on the Road
33	Working Outside Switching Limits
62	Incidental Work Train (Yard)
66	More than One Class Road Service
82	Run-Through Switching
BL	Depart Terminal Improperly Blocked (also SO)
ED	Emergency Delays
Y1 and YS	Road Crews Performing Yard Service
FT	Final Terminal Switching
IT	Initial Terminal Switching
86	Reduced Assignment Allowance
5B	Road switcher reduced 6-day to 5-day
6B	6-day assignment reduced
7B	Assignment reduced 2 days
RW	Reduced Assignment Allowance (Except Coastlines)
AA	ACBL Agreement

## **Familiarization Trips (EF)                      Engineers & Conductors**

Familiarization and Qualification trips are required by management and/or Federal law when working a new territory or position. The number of necessary trips is determined by local management.

Engineers are paid a **basic day at the former BN guaranteed extra board rate of pay for each day spent familiarizing** per the BLET 2007 Memorandum of Agreement.

The agreement also allows that engineers will not be denied the right to place to a job due to not being qualified to operate on a territory. Also, Local Carrier Officers and BLET Local Chairmen will cooperate to assure that engineers remain territorially qualified. In any event, if an engineer is bypassed on an extra board due to unfamiliarity, his guarantee will not be reduced.

Conductors and yardmen **will be paid brakeman wages** if they are required by the carrier to make familiarization trips. Employees exercising seniority within a Grand Seniority District would be entitled to the brakeman's wages when required to make familiarization trips, but employees exercising seniority into a Grand Seniority District, or from one Grand Seniority District to another Grand Seniority District, would not be entitled to such compensation for making familiarization trips.

Also whenever any employee exercises seniority pursuant to the 'flow-back' agreement, that employee would be required to become familiarized and qualified without any additional compensation.

Whenever an employee desires to exercise seniority from a ground service position to another ground service position and familiarization trips are necessary, the actual displacement shall not occur until the employee is qualified to perform service regardless of familiarization compensation.

**An attendant 30 day "hold down" period** is to begin when the employee becomes qualified and performs service on the new territory.

## **Final Terminal Delay (14)                      Pre 85 Engineers & Conductors not on Trip Rate**

In most through freight pools FTD has been incorporated into the trip rate. If working a Road Switcher, Local or through freight job that is not trip rated, Pre-85 engineers and conductors are entitled to FTD after being delayed or held out of the final terminal for 60 minutes. Time is paid on a minute basis until finally tied up.

## **Hanging on to Side of Car (HO)**

## **Conductors & Yardmen**

Whenever a crew member is required to ride the side of a car in excess of one mile he may be entitled to additional compensation. **If the crew would have used a caboose to make the move prior to the elimination of cabooses**, then the employee is entitled to a **two (2) hour payment**.

If a shove car (caboose or shoving platform) is available then no compensation is due. If an alternative form of transportation is available specifically for that use then no compensation is due. Also, if the shove would not have historically used a caboose (such as shoving a stub track) then no compensation is due.

Simply telling an employee to stop and dismount at increments not exceeding a mile does not relieve the Carrier from payment.

## **Handling ETD (34)**

## **Pre 95 Conductors & Yardmen**

Former Santa Fe employees working under Coastline agreements only qualify for handling ETD pay if the ETD is handled at one of the following locations:

Albuquerque, Belen, Gallup, Winslow, Ash Fork, Prescott, Phoenix-Mobest, Seligman, Needles, Barstow, Bakersfield, Kaiser, Calwa-Fresno, Riverbank, Stockton-Morman, Richmond, San Bernardino, Los Angeles, San Diego-National City

Former Santa Fe employees working under Eastern and Western agreements only qualify for handling ETD pay if the ETD is handled at one of the following locations:

Albuquerque, Amarillo, Arkansas City, Atchison, Augusta, Belen, Borger, Canadian, Carlsbad, Chanute, Chillicothe, Clovis, Colorado Springs (N/S yard), Corwith, Gushing, Denver, Dodge City, El Dorado, El Paso, Emporia, Enid, Fort Madison, Gainesville, Hamlin, Hurley, Hutchinson, Joliet, Kansas City (cons Yd Agreement 22) La Junta, Lubbock, Marceline, Moline, Newton, North Wichita, Oklahoma City, Ottawa, Ponca City, Presidiom Pueblo Purcell, Raton, Salina, San Angelo, Santa Rita, Slaton, Streator, Superior, Sweetwater, Topeka, Tulsa, Vaughn, Waynoka, Wellington

Former Santa Fe employees working under Northern and Southern only qualify for handling ETD pay if the ETD is handled at one of the following locations:

Galveston, Houston, Mykawa, Bellville, Temple, Cleburne, Somerville, Silsbee, Gainesville, Ft. Worth, Alliance, San Antonio, Schriever, Dallas, Yacha Jct., Brownwood, Sweetwater, San Angelo, Purcell, Beaumont, Longview, San Augustine, Smithers Lake, Eagle Pass, Lafayette, Avondale

**Handling ETD cont.**

**Employees on the former SF that are Pre January 1, 1995 will receive 1 hour pay when they handle an ETD.**

**They only get one penalty for handling ETD per shift.**

On the former Santa Fe - a one (1) hour payment is standard. Penalty basic day payments are not made.

**Holiday Pay (80 / 24)                      Engineers, & Yardmen**

**Yard jobs, Road Switchers, Work Trains and Locals that are assigned to work 100 miles or less**

All Yard jobs, Road Switchers, Work Trains and Locals that are assigned to work 100 miles or less, fall under the National Paid Holiday Rules. When these jobs are annulled on a Holiday, the employee may claim a code 80 for a day of pay (100 miles).

If the employee works on the holiday he is entitled to 50 miles using code 24. The employee may, in addition to the code 24, claim a code 80 for a day of pay (100 miles).

**In all cases, employees on jobs covered by the National Paid Holiday Rules are allowed no more than a combination of eleven (11) holidays and PLDs in a calendar year.**

In order to qualify for holiday pay, an employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday. Jobs that are assigned to work over 100 miles are not covered by the Holiday Rules. They are not entitled to Holiday pay if they work on a holiday. If these jobs are annulled on a holiday they are compensated under Annulment Rules. (See Annulment (AN))

**Extra Boards**

In order for extra yard service employees to qualify for holiday pay, they must:

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday; or

(2) must be available for yard service on the full calendar days immediately preceding and Immediately, following the holiday and perform yard service on such holiday; or

**Holiday Pay cont.**

(3) must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be available on the other day or days and have been credited with 11 or more days in yard service in the 30 days prior to the holiday.

**The Holidays are:**

- |                |                        |
|----------------|------------------------|
| New Years Day  | Labor Day              |
| Presidents Day | Thanksgiving           |
| Good Friday    | Day after Thanksgiving |
| Memorial Day   | Christmas Eve          |
| 4th of July    | Christmas Day          |
| New Years Eve  |                        |

**Road Holidays- Code 80 only**

Road Engineers in unassigned pool freight service who commence a trip on one of the six Road Holidays should claim code 80 for one additional basic days pay.

**There are 6 road holidays:**

- New Years Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Eve

Engineers must make a trip in unassigned pool freight service immediately prior to the holiday and immediately following the holiday without any intervening layoff.

Road holidays are paid in addition to PLDs. (it is possible to take 11 PLDs and 6 Road Holidays)

**Initial Terminal Delay (17) Pre 85 Engineers & Conductors not on Trip Rate**

In most through freight pools ITD has been incorporated into the trip rate. If working a Road Switcher, Local or through freight job that is not trip rated, Pre-85 engineers and conductors are entitled to ITD after being delayed at the initial terminal for 1 hr 15 minutes. Time is paid on a minute basis until train departs.

## **Instructor Allowance (91) (IA)**

**Engineers, Conductors, & Yardmen**

An engineer is **eligible to be paid** an instructor allowance and should claim a code 91 at any time the engineer instructs another engineer (whether an engineer is training or an engineer is making a familiarization trip). This allowance is payable when deadheading only if the engineer and his student deadhead by train.

A Conductor is **eligible to be paid** an instructor allowance and should claim a code IA only if he is instructing a student conductor **who is actively in the Conductor Training program**.

**DO NOT** claim code IA for having someone who is doing their familiarization trips.

Yardmen or switchmen who are working on an RCO job and is working with a student who is in their second week of remote control training, will be eligible to be paid an instructor allowance and should claim a code IA. Again **DO NOT** claim code IA for someone who is doing familiarization trips.

## **Interchange Violations (78)**

**Engineers & Conductors**

There are few agreements that outline the principals associated with interchange. Instead, these principals have been developed through various arbitration awards.

The Carrier is required to designate and publish interchange tracks for both receiving and delivering cars to foreign roads. When possible, these designated tracks must be used. If those tracks are out of service or full of cars, it is permissible to use tracks within "close proximity" to the designated tracks.

When delivering interchange cars to another railroad, you should deliver to the minimum number of tracks and those tracks should be in "close Proximity" to one another.

When accepting cars in interchange they should be in the minimum number of tracks and within "close proximity" to one another.

It is impermissible to switch out misroutes from a foreign yard interchange track.

## **Jury Duty (85)** **Engineers, Conductors & Yardmen**

Engineers, Conductor & Yardmen are compensated for **lost time** when summoned for jury duty. Extra Board employees are paid a day at GTE rate for each day lost. Any payment from the court offsets the payment.

The employee must furnish a statement from the court of jury duty allowances paid and the days on which jury duty was performed.

There is a limit of 60 days paid jury duty per calendar year.

No jury duty will be paid, if the employee is paid a PLD or Vacation day.

When on "stand by" for the court, you must get permission from local management to remain off. **Check General Notices for specific instructions.**

## **Lap Back (IP)** **Engineer & Conductor**

When a lap back occurs between terminals, the engineer is entitled to payment of the additional miles operated. In general, the agreements allow for lap backs in "emergency" situations. "Emergency" is not defined in the agreement. (In some cases these miles are included in trip rates)

If an engineer or conductor is required to lap back into or out of the initial or final terminal, it is considered a penalty lap back and a claim for a basic day would be appropriate. (See local agreements for exceptions)

## **Make Whole (76)** **Engineer & Conductor**

When an engineer or conductor is called in emergency (canvassed) to work off his job, he should claim Make Whole for the difference in pay. Note this code only applies when the individual works a job and should not be confused with lost time incurred for other reasons.

## **Meals**

### **Engineer, Conductor & Yardmen**

#### **Road**

##### **CA 09**

When an engineer or conductor in interdivisional pool freight service is on duty 8 hrs or less he is entitled to code 09 for \$1.50 payment.

##### **CA 72**

When an engineer or conductor in interdivisional pool freight service is on duty more than 8 hrs he is entitled to code 72 for \$6.00 payment

##### **CA41**

When an engineer or conductor in road service (other than ID service) is on duty over 8 hours and is not provided a meal period he is allowed code 41 for \$5.00 payment.

#### **Yard**

**BLET** Yard crews are to observe a meal period between 4'30" and 5'40" from on duty time. Any deviance from that time results in payment of 6 miles. It is a penalty if the meal period is not allowed prior to the expiration of seven (7) hours.

**UTU** Yard crews are to observe a meal period between 4'30" and 5'40" from on duty time, or from end time of the first meal period. Any deviance from this will pay 6, 12 or 62 miles as follows:

NO Meal during the entire shift, with at least 10 hours on duty pays 62 miles.

NO Meal during the entire shift, with less than 7 hours on duty pays 6 miles.

NO Meal during the entire shift, with less than 10 hours and more than 7 hours on duty pays 12 miles.

Meal taken after the 7th hour on duty and less than 10 hours on duty pays 12 miles.

Meal taken but outside parameters in the Rule and less than 10 hours on duty; depending on the circumstances, pay either 6 or 12 miles (i.e. early meal = 6 miles; one late meal = 6 miles; two early or late meal combinations =12 miles).

Meal taken after 10 hours on duty pays 62 miles.

The above Code 22 rules do not include Kansas City yards and Houston yards: Houston, Pearland, Dayton, Casey.

## **Mileage Reimbursement (MR)**

**Engineer & Conductor**

When an employee uses their personal vehicle in lieu of company provided transportation they are generally entitled to recoup expenses using code MR. The mileage claimed by employees should be claimed based on the distance from one terminal to another. Mileage claims shouldn't be claimed from locations other than the home terminal - or away from home terminal - for instance – employees shouldn't be claiming mileage from their home to the away from home location of their on duty assignment.

Employees should not claim miles to or from an employee's home or lodging facility.

## **Military Service Adjustment (83)**

**Engineers, Conductors & Yardmen**

Under HR policy the company will pay an employee up to 15 days in a calendar year for National Guard duty or annual training. To receive the payment for NG or annual training the employee must submit their special claim and fax a copy of their LES papers to 785-676-5186. The employee should then submit a special claim for ca code 83.

If they are going full time active they must fax their LES papers to 817-352-7145. Their differential is figured by taking their average earnings while working for the railroad in the previous six months and paying them the difference between this average and their military monthly pay. There is no need for the employee to submit a claim for this payment and they are started automatically based on information received from HR after the employee has faxed their orders to their Division and HR department. These payments are made until the employee returns from their military active service. Payment will be the difference between what the military pays them and what their regular job would pay them. BNSF also pay this military differential for any employee that has to go active duty overseas for the entire time they are gone.

## **Personal Leave Days (AL) (PLD)**

**Engineers, Conductors & Yardmen**

Engineers qualify for personal leave days on the following basis:

Less than 5 years	3 days
5 years and less than 10 years	5 days
10 years and less than 15 years	7 days
15 years and less than 20 years	9 days
More than 20 years	11 days

To qualify for Personal Leave Days an engineer must work at least 150 days in the preceding calendar year. These days are counted in the same way as vacation qualifier days. Payment is at the rate of last service performed.

**Personal Leave Days cont.**

Conductors, Yardmen, and demoted engineers are covered by UTU agreements with regard to PLDs as follows:

	E/W	Road N/S-Coast	Assigned Rd/Yard N/S-Coast
Less than 5 years	2 days	2 days	11 days
5 years and less than 10 years	4 days	4 days	11days
10 years and less than 15 years	6 days	7 days	12 days
15 years and less than 20 years	8 days	10 days	13 days
More than 20 years	10 days	13 days	14 days

Carryover days are computed on December 31 and are allocated depending on the craft you are working in at that time, (Engineers working in demoted status will carry over unused UTU PLDs)

**Physical Exams (84)**

When instructed by the Carrier to undergo a medical examination, the employee must make a reasonable effort to obtain the exam without loss of time. If, in his opinion, he is unable to do so, he should contact his immediate supervisor and arrange for time off to complete the exam. If, as a result of scheduled exam, an employee misses his job, he should claim code 84 for lost time.

After the exam is scheduled, if an employee is displaced or bids off his assignment, he should notify his supervisor and should try to reschedule the exam to avoid loss of time.

**Road Crews Performing Yard Service (Y1-Y2)      Engineers & conductors**

Road crews may not perform more than three straight set outs or straight pickups at an initial or final terminal where yard crews are on duty. If that number is exceeded, engineers and conductors should claim a basic day at yard rate for the violation. If the number of events exceeds the Conductor Only Service then see Conductor Only Violations.

Road crews cannot switch at yards where yard crews are on duty. Setting out bad orders or rearranging train for Haz-Mat purposes is allowed. Rearranging train to comply with BNSF train make up instructions is a penalty. Crews cannot unbury a pickup or move cars off a track to complete a set-out.

## **Run Off Assigned Territory (RO)      Engineer, Conductor & Yardmen**

If an employee is required to operate beyond the limits of their assignment they are entitled to a penalty payment of one basic day. As an example, a crew is called to work from Anna to Bess.

After arrival at Bess they are instructed to take the train beyond the final terminal to Cloy. This is being run off of the assignment. For instances where a crew is required to operate off their assigned territory between terminals, see Side Trip.

## **Safety Participation (ST)      Engineers, Conductors & Yardmen**

This code is used when a member of a local safety committee or an observer attends a safety meeting, a safety blitz, safety training or other safety related function.

If the event takes less than 4 hrs, the employee is paid one-half basic day at the rate of service last performed. If the event is more than 4 hrs, employee is due a basic day. If any work is missed, then the employee is compensated for lost time.

## **Side Trip (SD)      Engineers & Conductors**

A side trip occurs when a crew is required to make a side trip on a branch line between their initial and final terminal.

If told about the side trip **prior to departure**, engineer and conductor are due **time or miles** (whichever is greater)

If told about the side trip **after departure**, engineer and conductor are due a **basic day** penalty.

## **Trading Trains (TT)      Pre 85 Engineers**

In some cases engineers are due payment when trading trains with another crew in Interdivisional Service.

## **Coastlines**

Claim 1 hr per occurrence per PLB6171 Award 6 and 12

**Trading Trains cont.**

**Eastern/Western**

Belen — Clovis

Ark City - Gainesville

Pay per Article 7(c) A(2), More than one class of service.

Road engineers in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

Amarillo - Wellington

Amarillo - Enid

If an Amarillo - Wellington crew trades trains with an Amarillo- Enid crew (or vice versa) claim one hour.

Clovis — Childress

It is a penalty if a crew in this pool trades trains with a crew in another pool operating over this territory (e.g. Amarillo - Wichita Falls)

**Northern/Southern**

Temple – Houston

Denver - La Junta

Trinidad - Denver

La Junta - Amarillo

Amarillo - Trinidad

One hour for each occurrence.

## **Trading Trains cont**

Temple - Galveston

Claim time at minute basis from time first train departs until engineer ties up.

Alliance - Childress

It is a penalty if a crew hi this pool trades trains with a crew in another pool operating over this territory (e.g. Amarillo - Wichita Falls)

## **Trauma Counseling (TC)** Engineers, Conductors & Yardmen

BNSF Policy that allows for paid time off when an employee is involved in a critical incident and is determined by management and/or EAP counselor that he/she is unable to return to work. Time off is paid at the basic day rate.

Please **check local General Notices** for specific policy application.

## **Waiting for Lodging (WL)** Engineers & Conductors

**BLET:** If a room is not available at the lodging facility where rooms are to be obtained, the engineer will be paid on a minute basis at the pro rata rate paid for the last service performed for all time in excess of 30 (thirty) minutes until a room is available.

**UTU:** If a room is not available when the trainman arrives at the lodging facility where rooms are to be obtained, the trainman will be paid on a minute basis at the pro rata rate paid for the last service performed for all the time in excess of 30 (thirty) minutes until a room is available.

It is understood the time under pay will continue uninterrupted if, after arrival at the primary lodging facility, the trainman must be transported to an alternate lodging facility due to no rooms being available at the primary lodging facility. (See PLB 6312 Award 269.)

## **Waiting for Transportation (WT)** Engineer & Conductor

When working in Interdivisional Service and crew has expired on the hours of service, if transportation does not arrive within 30 minutes then claim pay on a minute basis until transportation arrives.

## **Working Outside Switching Limits (33)**

**Pre 85 Yardmen**

Code 33 applies when a yard crew is required to bring in an HOS train from locations up to 25 miles outside of switching limits. Payment is time or miles (whichever is greater) with a one hour minimum. **(Pre-85 only)**

## **Yard Crew Performing Road Service (D2)**

**Yardmen**

A yard crew may provide HOS relief from locations up to 25 miles outside the switching limits.

A Yard crew may service a customer at locations up to 20 miles outside of switching limits.

A yard crew may not perform any other work outside of switching limits. If a yard crew performs any other work, claim code D2 for a penalty day at road rate.

## **Work Train Service (incidental) (62)**

### **Northern/Southern**

When required to perform incidental work train service while working a yard job, claim actual time consumed in work train service with a minimum of 2 hours.

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## **FYI INFORMATION FOR YOUR BENEFIT**

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## **Board Runaround CODE (BD)**

**Engineers, Conductors & Yardmen**

Anytime one is runaround on the board at the home or away from home terminal you are entitled to a basic days pay. If you are runaround en-route either to the home or the away from home terminal you will maintain your place on the board. Engineers can choose to not take their place back but that will establish your new placement on the board. If you are at the away from home terminal and choose not to take your place back when you contact the caller **make sure they know to move you on the home terminal working board also.**

## **Mishandling CODE (MC)                      Engineers, Conductors & Yardmen**

This code should be used when you are assigned to a board, turn or any other placement that you are required to perform or stood to protect as per agreements and was not called. In any instance where your seniority has been violated.

Example:        One is working as helper on a yard job, the foreman is off and there is no one that has a message in to protect a foreman's vacancy. A man off the switchman's extra board is called for the foreman's vacancy and the helper is not stepped up to the foreman's position. This would be a case of mishandling and the helper would be entitled to a 100 mile claim.

## **Miscellaneous Contract Violations Code (73)**

This is a sort of catch all code to use when there is not a specific code to use for a certain claim or contract violation. The following example is for a Hostler/Herder:

Example:        The Hostler/Herder has been instructed to build a locomotive consist and place it on a train that is built in 106 track. When they get to 106 track and place the power on the train it is hanging out on the lead and will not clear in the track. So the Herder contacts the yardmaster and he instructs them to air up the train in 106 track and shove it all in the clear. There is no code for this so they would use Code 73 and explain what all that transpired. WHO, WHAT, WHY, WHEN, AND WHERE.

## **Incidental Pilot CODE (23)                      Yardmen**

Code 23 is only due under the following situations. I know they have paid it in the past but the following is the only time it is due, the rest of the time it is part of switching.

### Incidental Pilot Service

(c) Yardmen required to perform incidental pilot service extending beyond the hours of the assignment shall receive an additional day at foreman's rate and the first-out extra man shall be allowed one day at the helper's rate of pay.

**CALLING ORDER TO FILL HELPERS AND FOREMAN'S  
POSITIONS IN THE YARD**

**Helper Vacancies: Refer to Article 9.**

1. First out man/woman on board 9 who doesn't stand to double in the same calendar day. By this I mean if you work the 7 o'clock job and stand to work the 2300 job. Now if you work the 3 P.M. job today, and stand to work the 7 o'clock tomorrow, you should be called even though it will be doubling, because it is a different calendar day.
2. The next man/woman in line would be someone on their days off.
3. The next in line would be a man/woman on board 9, no matter whether they stand to double or not.
4. The next place they can go to get someone to work would be a man/woman with a request in to work off of the furlough board.
5. Then they should go to the Conductors Extra board, Board 6. A person on board 6 does not have to take a call for the yard if they choose not to. By this I mean they don't have to answer the phone for a helper's job in the yard.
6. The last person would be a man/woman off of a Chain Gang turn, or Board 21.

**Foreman Vacancies: Refer to Article 16(g)**

1. The senior promoted helper at that point, whose starting time is within the same spread of hours as that of the trick to be protected, which has made written request for such service.
2. By the senior promoted helper assigned on the trick where the vacancy occurs,

3. By the controlling extra board, which would be board 9, and then the order of call is the same as above.

The first-out man/woman who doesn't stand to double in the same calendar day.  
A Foreman on their day off

The first-out man/woman on Board 9, whether or not they stand to double.

4. Man/Woman with a request to work off the furlough board.
5. Then they should go to the Conductor's Extra board, board 6, again they don't have to take this call. If you answer you do!
6. Then if there is no one rested on the Conductor Extra Board, then they will go to the Conductor's Chain Gang Pool, Board 21.

Any variation from this calling order would constitute a penalty payment under **CODE MC**.

### **R.I.S.A. Engineers, Conductors and Yardmen**

Under R.I.S.A. the company has made an agreement with the BLET for engineers to be able to lay off under what is called Smart Rest. Under this they can use this to break the number of starts they have or are working on. When one lays off Smart Rest they will be taken off the board for a 24 hour period from midnight to midnight. They will then be marked back up first out at 0001 on the next day after the 24 hours off. If you have been taken off the board for 6 straight starts you will be placed back on the board first out at the expiration of 48 hour.

If you are on the extra board and you have six straight starts you will be pulled off the board for 48 hours, if you have 7 straight starts you will be pulled off the board for 72 hours, and this lay off will go against your guarantee.

To break the number of starts one has, you must not have a start in a 24 hour period from midnight to midnight of any calendar day.

Example: You are called to go to work on Wednesday at 4 pm, and you tie up at 2 am on Thursday, then you are not called to go to work until Friday at 1205 am.

There is a 24 hour period where by you did not have a start so your starts will begin again.

NO, deadheads do not count as a start, with one variation - a deadhead on the 7th day will trigger the 72 hour rest period.

## **Claims on R.I.S.A. Conductors & Yardmen**

Regarding the Rail Safety Improvement Act “RSIA”, and regarding what the Carrier has done that is in violation of our Collective Bargaining Agreements “CBA” the UTU has taken the stance that our Collective Bargaining Rights are being violated and for the now please claim the following under CODE 73.

Please follow the information provided below as to how to submit a claim dealing with RSIA versus wages and working conditions.

Remember, we have sixty (60) days to submit a claim and our plans are to provide you with the language for your claim(s)

Any and all claims associated with RSIA versus wages and working conditions should start with –

**Without prejudice to the Organization’s position that what is involved is a “major” dispute under the Act, I am claiming . . . . .**

Always remember that all claims should provide language indicating, **who, what, when, where** and **why**.

### **The below is an example,**

*“Without prejudice to the Organization’s position that what is involved is a “major” dispute under the Act, I am claiming 154 miles account on July 16, 2009 the Toledo Local was restricted from working our 6<sup>th</sup> day, we worked five days this week July 11 through July 15, inclusive and were denied work on the 6<sup>th</sup> day as a result of the Carrier erroneously interpreting and applying the Rail Safety Improvement Act.”*

If the Carrier called an extra crew to work the 6<sup>th</sup> day then that information should also be provided in the claim. Please do not complicate the claims by compounding violations; keep the claims as simple as possible and by that do not make multiple penalty claims on the same ticket; I need stand-alone claims for each and every violation.

Please see the below examples for a claim for a combo board employee and a yard employee

**COMBINATION EXTRA BOARD:** *Without prejudice to the Organization's position that what is involved may be a "major" dispute under the Railway Labor Act, claim extra board guarantee payment (and if the employee knows the actual total amount reduced then that actual amount should be claimed) for the period of time from (Time, MM/DD/YY) to (Time, MM/DD/YY) due to being withheld from service and as a result of the Carrier erroneously interpreting and applying the Rail Safety Improvement Act."*

**SWITCHMEN'S YARD EXTRA BOARD:** *Without prejudice to the Organization's position that what is involved may be a "major" dispute under the Railway Labor Act, claim extra board guarantee payment (and if the employee knows the actual total amount reduced then that actual amount should be claimed) for the period of time from (Time, MM/DD/YY) to (Time, MM/DD/YY) due to being withheld from service and as a result of the Carrier erroneously interpreting and applying the Rail Safety Improvement Act."*

### **Trading Trains (TT) Conductors and Post 85 Employee**

Currently we are trying to get a ruling on the 329 Award for "Section Seven" which states, If a crew is required to exchange train en route, the crew will be paid the full mileage of the trip Clovis to Belen or vice versa.

We are asking that everyone turn in a claim for TT, for full district miles account having to trade trains on the run between Clovis and Belen. Include in the claim, the train you were called on, the train you were swapped to, milepost of where you were swapped and the time, and also the time from when you were swapped until you arrived at the final terminal. Also who instructed you to swap.

Always remember that all claims should provide language indicating, **who, what, when, where** and **why**. (See Example on Page 35)

**THE BELOW INFORMATION PERTAINS WHEN WORKING  
ONE OF THE FOLLOWING FORMER SANTA FE  
ALLOCATED YARD JOBS:**

CLOR203, CLOR401, CLO0101, CLO0102, CLO0104, CLO0201, CLO0204CLO0301,  
CLO0302, CLO0304, CLO0402, CLO0404, CLO0501, CLO0502, & CLO0503

\*\*\*\*\*

ALL arbitrary claims MUST be given to the ATM or Yardmaster before you tie up so they can mark it down. If you do not give it to them, your claims may get declined.

**Meal Period CA Code (22):**

**1<sup>st</sup> penalty** = 6 miles not 6.3 miles (Early meal if started prior to 4.5 hours on duty or Late meal if not started prior to 6.0 hours on duty)

**2<sup>nd</sup> penalty** = 12 miles not 12.6 miles (If meal period is not allowed to start by 7.0 hours on duty)

**3<sup>rd</sup> penalty** = 50 miles plus 2<sup>nd</sup> penalty of 12 miles for total of 62.0 miles (No meal period with over 10.0 hours on duty. We must request a meal at the 7<sup>th</sup> hour and be declined the meal. Make note of the time and who declined the meal, not their title but who.)

**Hanging on to Side of Car (HO)**

Whenever a crew member is required to ride the side of a car in excess of one mile he may be entitled to additional compensation. **If the crew would have used a caboose to make the move prior to the elimination of cabooses**, then the employee is entitled to a **two (2) hour payment**.

**CA Code (RE):**

Code RE is only payable when you are working a job that is advertised as remote. If you are working on a relief job (CLOR203, & CLOR401) and are covering a job that is advertised as conventional, such as the CLO0204, RE payment is NOT due. All other times, Code RE should be claimed regardless whether you have an engineer or use remote boxes.

**Board 9 subject to call:**

While working CLOVIS board 9, ALL occupants on the board are subject to call beginning 1 ½ hours before the first job goes on duty of each shift and through the time the last job goes on duty of each shift per Article 10 of the agreement.

1<sup>st</sup> shift: 0730 – 0759

2<sup>nd</sup> shift: 1445 – 1559

3<sup>rd</sup> shift: 2330 – 2359 (These times are based off start times as of 2/14/09)

**You are not subject to call before or after these times.**

If you receive a call outside of these times and answer the phone, you are stuck to the job. If you do not answer the phone and are then laid off by crew management, please contact me so the appropriate claim may be filed (refer to Article 10 C).

**Filling of vacancies on board 9:**

If a foreman vacancy appears on board 9, refer to Article 16 G, page 30 of the agreement for the calling order. The carrier should use the oldest assigned helper whose start time is in the same block as the vacancy who has a letter to work emergency foreman work. If there are no

foreman who have a letter of request for extra work, then the helper assigned to the job should be moved to the foreman position and the helper position should be filled off board 9.

If a helper vacancy appears on board 9, refer to Article 9, page 13 of the agreement for the calling order.

When the calling orders are not followed, a claim is due to the first out rested and qualified employee(s) on the board.

If the helper and foreman positions are vacant on the same job at the same time and both are filled by board 9, the oldest man in seniority qualified to work is suppose to be called first and given the option of their choice. If the older man is not called first and the younger of the two ends up on the foreman vacancy a claim should be filed for the difference in foreman pay plus fifty miles.

ALL DECLINED CLAIMS SHOULD BE FORWARDED TO THE APPROPRIATE LOCAL CHAIRMAN AS SOON AS YOU GET THEM SO THEY CAN BE REVIEWED AND HANDLED ACCORDINGLY.

**SF YARD L.C: GARY EDGE #019**

**SF ROAD L.C: ART MOFFETT #111**

**You have 60 days to file a claim from the date of the violation. Be sure when you file your claims you answer the five W's: Who, What, When, Where, Why**

**CODE Y-1, Y-2,** on this claim not only would it be brakeman's wages for conductor only violation by making two moves at the final terminal, but it would also be a 100 claim for the two first out men on the Clovis switchman's extra board.

**CODE IM Road Crew**

On \_\_\_\_\_ train H BARALT1 07A, came in Clovis yard into 106 track and was instructed by Clovis ATM to make two moves at the final terminal. The ATM was instructed that it would constitute a penalty payment of brakeman's wages, and his reply was he knew it would, but he insisted that the work be performed anyway. So as instructed the road crew made a set out of the head 12 cars from 106 track to 104 track, head car line 1 being ATSF 123456, and line 12 being BN 6543, then proceeded to 109 track as instructed by ATM and picked up 9 cars with head car line 1 being CTX 2323, and line 9 the rear car which was EJE 22222, these nine cars were taken from 109 track back to 106 track and placed on head end of train left in 106 track after setting out the head 12 cars to track 104. Crew claims full district miles of what a brakeman would have made had he been part of the crew.

**A copy of this claim should be left for the two first out men on switchman's extra board or given to the local chairman, so that he can put in a ticket for the yard crew which would be as follows:**

**CODE 73 Yard Crew**

Claiming 100 miles for the two first out men Mr. \_\_\_\_\_ & Mr. \_\_\_\_\_ on such and such date, account road crew came into Clovis yard and was required to make two moves at the final terminal with switch crews on duty. This work should have been yard work and if there were no crew available to perform this work then the carrier should have called men/women off the switchman's extra board. Mr. \_\_\_\_\_ & Ms. \_\_\_\_\_ were the two first out persons on the switchman's extra board and they were deprived of the opportunity to work and thus lost wages by having the road crew perform this extra work at the final terminal. Please refer to Article 24, Road-Yard movements on page 38 of the Schedule Governing Rates of Pay and Working conditions for Yardmen. This penalty claim should be above guarantee rate of pay for these two individuals. Also reference the Road Claim number if you have it.

**CODE MC** on this claim, claimant was deprived of seniority move from helper to foreman.

Claiming 100 miles account of seniority mishandling account on 10/13/09, I was deprived of opportunity of working the foreman position on my job Y CLO3041 13A. I was the senior promoted helper on the job and no one was canvassed to protect the foreman position on the job I was working. Per Article 16 Item (g), (2), I should have been moved to the foreman position when the vacancy occurred or at least been canvassed and given the choice. I even went to the extent of calling the crew caller and requested to be the foreman on the job and was told to let the computer do its job. As records indicate on the call board the computer was over written and per Clovis TM \_\_\_\_\_ instructions was to go straight to board 6, which is the Conductor's extra board. This is a blatant violation of the Yardman's Agreement thus claim for 100 miles.

**CODE 76** on this claim one is claiming make-whole account being set up off of their turn to protect other than through freight service.

\_\_\_\_\_ claims make-whole, difference in rate of pay for trip rate of a round trip from Clovis to Belen. On 10/23/09 I was set up off my turn to protect a vacancy in Clovis yard on second trick yard job Y CLO2041 23A, due to there not being any rested or available men on the Switchman's or Conductor's extra board and after canvassing the yardmen on their days off I was called to protect vacancy. This job went to work at 1530 hours and my turn was called in through freight on 10/23/09, and my turn was protected by John Doe called on duty at 1800 hours on train G MTLWA9 22A. Out of Belen on 10/24/09 my turn was called at 1530 hours on train Z NBYWSP9 23A, by John Doe again. I am claiming this make whole for the trip rate from Clovis to Belen and back plus any arbitraries that are applicable.

**These claims may seem lengthy to some but you have to tell a story in the event it goes to an arbitrator. An arbitrator may have no idea about what you are talking about thus you have to try and make it as clear to them as you can, the same as you would when trying to explain something to a child. The more information the better!**

**CODE IM** on this claim the crew was a conductor only crew and was instructed to swap train with a train that had a full crew and they had already performed 3 switch moves and had at least one more to make. The claim is not because the crew they swapped with had a brakeman but due to all move go with the train and they had to make an additional move which qualified them for one way miles of what a brakeman would have made had he been a part of the crew. Example of conductor only violation for code IM or making two moves at the final terminal is in the first example CODE Y-1, Y-2.

Crew of \_\_\_\_\_ and \_\_\_\_\_ claim code IM, one way miles of what a brakeman would have made had he been a part of the crew account of having to make more than 4 moves on train M CLOBEL4 19A. We were a conductor only crew called out of Clovis on train Z ATTLAC3 19A, and en-route to Belen we were instructed by the dispatcher to swap with the crew on the M CLOBEL4 19A at Pedernal. The crew we swapped with had a brakeman and had made several moves prior to our swapping with them. The moves that the crew we swapped with consisted of 1<sup>st</sup> move was to pick up 6 cars out of the house track at La Lande first car was a BN 12345 and the sixth car was BN 987456 and these cars were placed in the train behind line 10 a ICG 7575757, the 2<sup>nd</sup> move was made at Vaughn where they set out five cars out of the middle of the train to track 108 West end, the first car was ATSF 222222, and the fifth car was BN 121212. Then the crew went to Pedernal where they had to switch cars around to pick 10 cars of ballast. The 3<sup>rd</sup> move was to set 5 cars ATSF 1212145, through ATSF 232235 from 3141 track to 3143 track then 4<sup>th</sup> move was to pick up 10 cars out of 3141 track and place them on the head end of the train, the head car picked up was BNSF 252569, through BNSF 659597. We were swapped to the train at this point and had work orders to set out 1 car line 22 BN 265986, car full of track panels to be set out at Mountain Air, this would constitute the 5<sup>th</sup> move which would also qualify our crew for the brakeman's wages. Upon arrival at Mountain Air we contacted the dispatcher and informed him of our work and that it would constitute a penalty payment and he gave us his initials which were G.G.C and also the Chief Dispatchers initials which were P.B.J., so we then commenced to perform the work then the 6<sup>th</sup> move came in on arrival in the Belen yard where we had to yard our train in 7109 track and double the head 15 cars to track 7104, line one BNSF 252569 through line 15, ICG 765432 then take power to the round house. Per 1992 Crew Consist Agreement under the Q & A, #24 a conductor only can swap with another conductor only crew but all moves pertaining to that train stay with the train and the conductor. We inherited 4 previous moves and then we were required to perform 3 additional moves which qualified us for the brakeman's wages.

**A great source to review any contract for Conductors and Yardmen is the General Chairman's Web Site at: [http://gca-009.utu.org/UTU\\_Web/](http://gca-009.utu.org/UTU_Web/)**

## **Engineers 7-day Yard Assignments Claim**

**As you know the Carrier has issued bulletins to assign the remaining 7 day yard jobs as 5 or 6 day assignments.**

**Therefore, we will be filing time claims for those jobs that have been reduced to 5 or 6 day assignments in violation of our agreement. At locations that do not have a 5-day work week agreement the engineer should file the following claim when he is mandated to take one or more rest days.**

**Claim basic day at yard rate due to the fact that the carrier has arbitrarily assigned me (one or two) rest day(s) in violation of my CBA. My agreement provides that yard jobs are to be assigned seven days per week. The Hours of Service provisions of the RSIA prevent me from working more than six consecutive days. As a result of this statutory change engineers have been self-regulating as has been historically done to comply with Federal HOS laws. There is no Federal requirement or CBA that allows the Carrier to arbitrarily assign me a day off.**

### **Claim for Engineer Board Runaround on Deadheading**

#### **(Example)**

(Your name) claims 130 miles board runaround and employee mishandling account of being runaround on Board 22 out of Belen on (give date). I was first out on Belen board 22 and (name of who ran around you) was called around me to deadhead to home terminal on (give the symbol I BELCLO? ??). Per FRA I do not have to be rested to deadhead from the away from home terminal to the home terminal to get my rest. Also per FRA I can be called prior to receiving 10 hours of undisturbed rest to be notified that I am deadheading to my home terminal for rest. Thus I should have been called ahead of (name of person running around you), since I was ahead of him on board 22 when called out of Clovis and I received my place back and was ahead of him at the away from home terminal and thus should have been called out ahead of him.

**Trading Trains (TT)** **Conductors and Post 85 Employee**

(Example: Continuation from page 28 Use Code TT, on a Special Claim 1-B)

Remarks:

CA=TT Train #: Z NYCLAC9 02A Act Time/Trade: 1435 Miles: 242. 0, Location: MTAIR

Remark: CLAIM FULL DISTRICT MILES

ACCOUNT OF BEING REQUIRED TO TRADE TRAINS WHILE ENROUTE TO BELEN. THIS CREW CLAIMS FULL DISTRICT MILES FOR TRADING TRAINS PER THE 329 AWARD UNDER SECTION VII, PER PARAGRAPH (A). WE WERE CALLED OUT OF CLOVIS ON TRAIN V IRCELP4 01A ON DUTY 04:50 ON 03/03/11 AND THEN WE WERE INSTRUCTED BY D/S #7 TO TRADE TRAINS WITH Z NYCLAC9 02A AT 14:35 HOURS WITH CONDUCTOR DD DUNNAHOE. HE WAS CALLED OUT OF CLOVIS AT 09: 00 HOURS ON 03/03/11 at Mountainair.