

Constructive Allowance (CA) Special Claims -

For all claims, except Side Trip (SD), include: who, what, where and when.

For Side Trip (SD) do not use a time, just mileage.

Code

CC - Cab Condition = 32.5 Miles / Cab Condition

- This claim is paid on working ticket and does not apply to foreign locomotives.
- Governing Laws and Regulations:
 - a. Federal Railroad Safety Act of 1970
 - b. Federal Boiler Inspection Act (45 USC, Subtitle V, Part A, Ch. 207)
 - c. Federal Safety Appliance Act (49 USC, Subtitle V, Part A, Ch. 203)
- U.S. Arbitration Board Award No. 419, pages 16 - 17, agreed upon Oct. 25, 1983, Pursuant to Article X of the UTU National Agreement, dated October 15, 1982 Between the Carriers' Conference Committee and the UTU which states,
 1. "AAR seats presently used on locomotives will be used for additional seats.
 2. Locomotives will be fitted with more than five seats in the control cab (not more than five persons will be required to ride in the cab).
 3. Employees represented by the UTU operating without a caboose will not be disciplined or censured in any manner for refusal to leave the initial terminal of their run if the engine they are required to ride in does not meet the following standards:
 - A. Sanitary toilet. (49 CFR Ch. II, § 229.137 & § 229.139)
 - B. Controlled heat. (49 CFR Ch. II, § 229.119 (d))
 - C. Paper towels, toilet paper, cooled sanitary water in sealed containers, and a dispenser of hand cleaner, will be supplied in quantity sufficient to make the trip.
 - D. Windows and doors in condition to provide adequate protection against weather conditions. (49 CFR Ch. II, § 229.119)
 - E. A seat for conductor will be provided with a mounted writing surface with adequate lighting. Also, all stationary and supplies necessary will be provided. (49 CFR Ch II, § 229.127)
 - F. Refrigerator for water cooling and will have to be investigated--no agreement as to size was made. (This did intend that a refrigerator (cooling device) would be furnished for these purposes and that the parties so agreed. For BN R.R. JAL. J.J. Ratcliff. For all General Committees involved C.F. Christiansen, October 25, 1983)
 4. All necessary supplies and cleaning to be done by others than the train crew.
 5. Adequate storage space for employees' gear."
- 2005 SLSF (Frisco) Consolidated Engineers' Agreement, Article 14, Section C, Part (1), page 87 - Supplying and Condition of Locomotives which states, "All locomotives will be equipped with cold sanitary drinking water, the year around, from a type of drinking water cooler that is agreed upon by the Carrier and the General Committee."

Code

RO – Run-Off Assigned Territory = 130.0 Miles

- Before performing such activity, claimant should attempt to notify BN RFE/TM before performing RO.
- For RO, claimant must include a start time, end time, start milepost, end milepost, UPRR dispatcher and/or UPRR yardmaster.
- Include remarks (Further Explain – code FE) explain what was done.
- UPSP Trackage Rights Implementing Agreement 1B2, Article 1, Section 3, Part A, Page Two (2) – Page Three (3) which states, “When a Longview crew destined to Little Rock must tie up under the Hours of Service Law at or east of Sheridan Junction the first out Memphis crew at Little Rock may be used to provide relief. When so used, the Memphis crew will be transported to the train and handle it through Little Rock without release and handle the train on to Memphis.”
- UPRR North Little Rock Hub Agreement, Article I, Section A, Item #5, page 5 which states, “Pool freight engineers in the North Little Rock/Pine Bluff-Dexter and North Little Rock/Pine Bluff-Memphis pools may not be used to handle their through freight trains, either at the beginning or the end of their trip, from North Little Rock to Pine Bluff or vice versa. Such trackage may only be used by such engineers under the 25-mile zone provisions described below:
 - a. Pool freight engineers described above may receive their train up to twenty-five (25) miles on the far side of the terminal...”
- UPRR Helena Sub is outside the limits of the UPSP Trackage Rights and the STB Finance Docket case. “Burlington Northern Santa Fe has Trackage rights over Union Pacific between Bald Knob, AR., mp 287.90 and Bridge Jct., AR., mp 375.90 per STB Finance Docket # 32760, dated August 12, 1996, per agreement # 186756, dated June 1, 1996.”

WT – Wait Time = 12.5 Miles / Hour

- Applies to Memphis - Pine Bluff and Dexter - Pine Bluff Corridors Only.
- Wait Time starts 45 minutes after the wheels stop (45 Minute Grace Period) within 25.0 Miles of Pine Bluff.
- Include miles, location, start time, end time and driver's name.
- Pay starts after 45 minutes of waiting. BN Payroll will deduct the 45 minutes grace period, therefore, claim the total wait time.
- UPSP Trackage Rights Implementing Agreement 1B2, Article 3, Section 2, Part E, Page Six (6) which states, “In the event a crew member requests transportation at the conclusion of a trip under B above (Referring to: UPSP Trackage Rights Implementing Agreement 1B2, Article 3, Section 2, Part B, Page Five (5) - Travel Time), and time waiting for transportation from tie-up until arrival of said transportation exceeds 45 minutes, all time waiting from expiration of 45 minutes until arrival of said transportation shall be paid to the crew member at the pro rata basic through freight rate.”

Code

Y2 – Road Crew Performing Yard Work = 130.0 Miles (Continued)

- 2005 SLSF (Frisco) Consolidated Engineers' Agreement, Article 11, Part 3, Section I - Road / Yard Work (Amended by 1986 National Agreement, Article VIII and by 1991 National Agreement), Item (1), page 75 - Road Crews which states, "Road crews may perform the following work in connection with their own trains without additional compensation:
 - d. Perform switching within switching limits at times no yard crew is on duty. On carriers which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority in engine or train service precedes the date of this Agreement and such allowances are not subject to general or other wage increases.
 - e. At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups."

For all claims, except Side Trip (SD), include: who, what, where and when.

For Side Trip (SD) do not use a time, just mileage.

Code

SD – Side Trip = 25.0 Base Miles -or- actual mileage which ever is greater.

- Do not put a time, just a mileage.
- Claim actual miles out via limo & back by rail if greater than 25 miles.
- Do not put BNSF Trainmaster/RFE name on the claim! Instead, use UPRR dispatcher or yardmaster as the person instructing claimant to perform such activity. Include in remarks (Further Explain – code FE) mileposts, dispatcher initials & mileage.
- UPSP Trackage Rights Implementing Agreement 1B2, Article 1, Section 3, Part A, Page Three (3), First Sentence which states, "Memphis crews used in this manner will be paid actual miles transported and run east of Little Rock with a minimum of 25 miles (in addition to regular trip miles)."

30 – Held-Away-From-Home Terminal = 16.25 Miles / Hour; 0.27 Miles / Minute

- UPSP Trackage Rights Implementing Agreement 1B2, Article 3, Section 5, Page Six (6), which states, "Due to the extraordinary efforts by the crews in this operation and certain other considerations which we have discussed, Held Away From Home Terminal payments shall be made on a continuous time basis after the expiration of 16 hours."

SDS

EN train
icrr mp 393 - mp 398

- R Junc - 25

South UD - 25

LRK MEM - 30

Doughnut shop - 35

Jacuzzi - 40

Alexander - 45

Shobe Rd - 50

Bryant - 50

MEM - LRPA - 50

MEM - VB sub - 55

? RO

TTTT
BNS-EMPTN

Train, Engine and Yard Employee Timekeeping System
Print Road Time Ticket

11/28/13
13:46:44CT

Report
Ticket Number Train Id Date Engine Data No Cars
VAS040 M LRKMEM1 28A 112813 57

Rte -Respite-
36 From To
01

Empl ID	Employee Name	C R A Oc Prev	On	On	On	Dept	R S H C D	Arr
		O X U Cd Tm Off	Statn	Date	Time	Time	G D S M H	Time
1723691	J L ROBERSON	B X U 03 023 15	37700	112713	2015	0040	S B N	0815

Relieved (HOSL)- Cvr'd Tran
Locn Date Time Time Arr FTD Pos -Released (T/up)- Rst Act Service Reg
93496 112813 0815 12 00 93496 112813 1348 0 157.0 2 157.0 157.0

Signature

Combined Activity Counts

Employee Name	Monthly Service	Current Service	Monthly Limbo	Current Limbo	Consecutive Starts
J L ROBERSON	131'45"	17'33"	14'26"	5'33"	2

Miscellaneous Claims

Employee Name	CA Miles	CA Miles	CA Miles	CA Miles
J L ROBERSON	SD 30.0	HD 32.5	RD 130.0	MS 27.0
	FE			

Remarks

The Total Time On Duty has been certified to be accurate.

J L ROBERSON Claimed the following remarks

CA=SD Miles: 30.0 Begin Location:MP310 End Location:MP341

Instructed by:TM MASON

Reason for SD/LP:TO P/U TRAIN AT LRPA AND BRING THROUGH LITRUP TERM

Comments:INAL

CA=HD Miles: 32.5 Car # Hung Onto:CNIS 623128 Begin Milepost:345.4

End mile post:141.5 Instructed by:TM J MASON Move Continuous?:YES

Who Rode Car?: ROBERSON Optional:TO PROTECT SHOVE INTO THE VINEGAR SPUR

CA=RD Miles:130.0 Start Milepost:141 Start Time:0600 End mile post:142.5

End Time:0615 Authorized by:TM J MASON

Reason for RD:TO SHOVE TRAIN INTO THE LRW YA

Optional:RD TO CUT CROSSING, OUT OF OUR SWITCHING LIMITS

CA=MS Miles: 27.0 Train #:U CMGEAPOS8T Remark:EXTRA MILES NOT INCLUDED IN TR

CA=FE MS: THIS 27 MILES IS EXTRA MILES NOT INCLUDED IN THE TRIP RATE ON THE VA

4465 TICKET. WE HAD 181 MILES BY TAXI FROM MEMPTN TO DEXTUP

229 MILES BY TRAIN FROM DEXTUP TO PINBLU

THIS IS A TOTAL OF 410 MILES WHICH IS ABOVE THE TRIP RATE.

ON TODAYS TICKET, WE DIED ONLINE AND HAD TO SHOVE INTO THE LRW YARD BE
CAUSE WE DID NOT HAVE ROOM IN OUR SWITCHING LIMITS DUE TO TRAIN BEING TO
LONG