

UNION PACIFIC WESTERN LINES GENERAL COMMITTEE OF ADJUSTMENT

*Engineer's Guide
Agreement Claims*

The following information is meant to be a guide to assist engineers in making claims. Items listed pertain to board positions, dealing with CMS, and guidance with the claims process, etc.

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Special thanks to Al Walstrom for the many hours of research, shared experiences, and insight. His initiation and perseverance in producing this guide is a major contribution and support to the brothers and sisters of the BLE.

Dear Brothers and Sisters:

The attached Engineer's Guide has been assembled, edited and disbursed with the spirit of educating, cautioning, and encouraging each and every brother and sister of the BLE to become proactive, understand, and protect the integrity of our existing contract.

The older generation of engineers have witnessed the chipping away and reduction of income options as it relates to our contract. The strongest tool we have is to educate ourselves and work together. As the baton passes from one generation of engineers to another, each will assume the responsibility of educating the next, thereby protecting the contract for the next generation.

Having stated that, if you are a pre 85 engineer and you choose to disregard valid claims, you make it easy for the railroad to omit obligatory agreements in future negotiations, thereby making the lives and working conditions of engineers and their families worse in generations to follow. TPA is not an excuse for the failure to file claims and protect your current and future contracts. A lack of proactive participation in your union and Brotherhood will ultimately lead to the demise of the strength of your Union and Brotherhood and the profession of locomotive engineer as we know it today.

Post 85 engineers should keep foremost in their minds that this is a Brotherhood. It is our responsibility to prepare for the "changing of the guard". Any display of animosity shown toward pre 85 brothers and sisters is a death sentence to the spirit in which we are united. Recognize that TPA is a temporary deal point in our contract. Understand and appreciate that TPA was established by staying marked up and working every call including weekends, holidays and midnight shifts. Brothers and sisters with a good TPA can be a wealth of knowledge and experience. Consider the claims alone that have been submitted over the years. It would behoove a post 85 engineer to come along side his pre 85 brother or sister and benefit from this sharing of knowledge. It is vital that you read, become informed, ask questions and take full advantage of the positive aspects of your agreement.

Pre 85 engineers do not have the luxury of ignoring future issues because the next generation of engineers will pay for your ambivalence. The merger has afforded us many opportunities. Engineers with high TPA are at the forefront because of their TPA and understanding of the contract (they usually go hand in hand). They have the ability to "test the waters" by making a claim that may be ambiguous and thus set standard. Making a claim that may or may not be paid will cost an engineer only a few minutes of time, while the reward will far exceed any negative. More importantly, we owe this to one another as a brotherhood, a union and for the protection of our families. Remember, it is our brotherhood and our union that oversees, legislates and protects agreements such as health, dental, vision, disability, job insurance, life insurance, railroad retirement, safety issues, State and Federal laws such as "hours of service," as well as our agreement with the carrier, including wage increases, vacations, work rules, etc.

In closing, you are urged to READ, KNOW, APPRECIATE and UNDERSTAND your agreement. SUBMIT CLAIMS. BECOME ACTIVE or STAY ACTIVE with your union and Brotherhood. Do this for yourselves, your families and the generations of engineers to follow.

MINDSET FOR MAXIMIZING INCOME

BE AGGRESSIVE

- ★ Stay marked up
- ★ Take all calls
- ★ Maximize earnings of each tour of duty
- ★ Understand your agreements and claim options
- ★ Monitor boards for available jobs
- ★ Make use of marking rest
- ★ Make use of hold downs
- ★ Make use of pool trades
- ★ Use PL and daily split days wisely
- ★ Be congenial with CMS and let them know you'll work
- ★ Maintain copies of your pay sheet and pay stubs
- ★ Look out for your brothers and sisters with respect to runarounds, CMS errors & other claims – inform one another

GOING ON DUTY/TIE-UP:

Always PRINT BOARD OR POOL LISTS after tie-up and when going on duty. Note the DATE and TIME CMS gives you a call and type SERVICE you're called to perform. Bear in mind, radio and telephone conversations are kept 180 days, so we have time to make verifications. Ask the crew dispatcher for their name if you don't know.

PROCESSING CLAIMS:

Set forth the following information when making claims:

- ★ **Standardize your claim formats**
- ★ **State what you want**
- ★ **List facts and details**
- ★ **Provide agreement support**

Use this guide to help make payment of claims more successful and assist in the appeal process. Always **DOCUMENT** and/or **NOTE** the following:

Dates	Job/Run #	Switch #
Times	Train ID	Track #
Engine #	Car #	Names

IMPORTANT: Claims occurring during your “tour of duty” should be noted on your working time slip “= TE” whenever possible.

PROCESSING DENIED CLAIMS:

YOUR RESPONSIBILITY to better ensure that your appeal of a denied claim is successful, will be the following:

1. On the day you make your claim, make a copy of both the claim and the working time slip. If other documentation is part of your claim (runarounds, earnings, etc.) take a snapshot (**computer printout**) of the board or boards involved.
2. Save any other paperwork that supports your claim including call sheets, lists or other instructions. **Note** name of person(s) who have relevant knowledge to support claim.
3. Provide a written statement describing what took place, signed and dated by you. If appropriate, obtain written statements from others.
4. Make a **copy** of your pay sheet/check stubs that pertain to this claim. (Information on these documents is not otherwise available to your local chairman. This is where you are notified of your claim being denied).
5. Make a **copy** of your index of claims (**=mc, options 9**); Your local chairman does not have access to your index of claims.
6. Try to adjust claim with shortage clerk. **(800) 877-0309**. If this effort fails, see #7.
7. Assemble the documentation (one package for each claim) and leave the information in your **BLE** Local Chairman’s box.

IMPORTANT: Your BLE Local Chairman needs this documentation to process your claim. A claim that is submitted without the necessary support documentation/info is doomed to fail. **THERE IS NO SHORTCUT**. If the claim is important to you and you want to get paid, you must do your part of the process.

(=PE) CLAIMS

Claim Type	Critical Information Required
Annul Day	State day job was annulled and mileage being claimed
Bereavement	State relationship of deceased family member, dates claimed. Fax obituary and =PE Claim to UP at line 8-997-2125 .
Beyond Limits/Off Assignment	State a detailed explanation of what occurred, who authorized, time departed and returned to limits, and amount being claimed. These particular claims cannot have too much information. IMPORTANT: Do not claim on both working time slip & =PE.
Call & Release	State job called for, time contacted, on duty time, release time, type of service performed, if any, and amount claimed.
Crew Dispatcher Errors	State a detailed explanation of what occurred, as well as relative board information, job, train ID, dates and times, employees affected/involved and amount being claimed. These claims cannot have too much information.
Company Business	State specific reason/project, who authorized, dates and amount being claimed.
Guarantee (extra board)	No claim necessary - automatically paid contact shortage timekeeper if not paid
Holiday Pay (basic day)	State holiday being claimed
Jury Duty	State specific days summoned for jury duty, dates claimed, and amount paid by court for service. Fax Summons or Proof of Attendance, and =PE Claim to UP at 8-997-2125 .
Make-Whole	Provide Job, date, the time job went on duty, name of engineer who worked your job/turn. State amount being claimed.
Peer Support (critical incident)	State train ID, date of incident, who authorized, time off, amount of time off & amount being claimed
Personal Leave Days	No claim necessary - automatically paid contact shortage timekeeper if not paid
Road/Yard Violations	State a detailed explanation of what occurred, including tracks numbers, dates, times, and who authorized instructions. These particular claims cannot have too much information. Do not claim on both working time slip & =PE.
Vacation	No claim necessary - automatically paid contact shortage timekeeper if not paid
Working Trip Arbitraries	Working trip arbitraries not listed may be claimed in the normal manner with explanation (if necessary). Otherwise, submit =PE with detailed explanation of facts.

Helpful Hints:

Do not type in unnecessary comments on working trips.

Do not submit a claim in the comments of your working trip and duplicate it in =PE.

This only delays the payroll processes.

Be sure =PE claims are **dated** the **date of occurrence** and

NOT the date you are submitting the claim.

UP (Western Lines) TIMEKEEPER'S GUIDE

Trip Claims	Comments Required	Critical Information Required
AFHT meals	No	(unless extra at outside point)
Auto Mileage to outside point	Yes	State actual mileage being claimed and reason
DH (to outlying point)	Yes	DH times and amount being claimed
DH (S&A frt. svc-term to term)	No	(Post 85 engineers) State how much additional time due if held at AFHT over 16 hours and AFHT/DH does not combine to equal 8 hours or more
DH (Comb svc-term to term)	Yes	State actual mileage being claimed
Enroute meals (freight svc)	No	
Final Terminal Delay	No	Do not claim if OT + Tow-in is greater than ITD/FTD (Hubs only)
Final Terminal Delay	No	Do not claim any time after OT has begun
Final Terminal Switching	Yes	Detailed description of work (work performed, tracks, times)
Heldaway	No	
Hours of Svc. Relief (yard svc)	Yes	Train ID, location retrieved, time outside switching limits
Initial Terminal Delay	No	Do not claim if OT + Tow-in is greater than ITD/FTD (Hubs only)
Initial Terminal Delay	No	Do not claim if OT + Tow-in is greater (non-Hub locations)
Initial Terminal Switching	Yes	Detailed description (worked performed, tracks, times)
Instructor Allowances	Yes	Type of student & SSN
Late Meal (yard svc)	Yes	Time meal taken, or state "no meal allowed".
Mileage (route available)	No	
Mileage (no route available)	Yes	(Detailed description of how mileage obtained)
More than one class of svc	Yes	Type of service performed, times, amount claimed
Overtime (casual)	No	
Overtime (holiday)	No	
Overtime (off day)	No	
Overtime (22.5 hrs rule)	No	
Overtime (ahead of shift)	No	
Tow-In (overtime after 12 hrs)	No	
\$20 in lieu of lodging	No	Only claim if yearly election was made
Second Trip Out of Terminal	Yes	Explanation for 2nd trip/train ID, turn point of second trip, and time spent on 2nd trip
Used in 25 mile Hub Zone	Yes	Train ID, location retrieved, time departed/returned to terminal, amount claimed

Bereavement Leave (=PE)

Yes

3 days at basic rate

Applies to brother, sister, parent, child, spouse, spouse's parent, half-sister/brother.

Does not affect TPA

Article 12 per SP West modified, 1995,q &a #14, side letter #2

Blueprint (Runaround Enroute)

Yes

Blueprinting is in effect at Roseville. At away from home terminal, blueprint is automatic on computer. At Roseville, engineer must notify CMS if you wish to blueprint.

Note: Pool engineers who **DH** from **HT** to **AFHT**= automatic blueprint, in "**order of call**" from **HT**

Local Agreement per L/C (contact L/C if problems)

Boards – Position

Yes

Extra Board engineers

1st in -- 1st out

Extra board engineer always go to foot of the board

Pool engineers

1st in -- 1st out

Pool engineers always go to foot of the board except:

- **Personal leave day = One day only and request hold in turn**
- **Daily split vacation day = one day only and request hold in turn**
- **4 hour call and release = turn holds position**
- **Call broken in yard 8 hours (did not depart terminal) = 1st out**

Any of the above events occurring, you will be placed 1st out

Note Pools: If on duty at home terminal and you depart and are relieved enroute, returning to home (initial) terminal, you should review the following agreement items:

"Hours of Service - relieved before",

"Not Used for entitled run/trip", and/or "Earnings".

You should be placed at foot of Board upon tie-up except in emergencies or acts of God.

Article 30, SP west modified

Call and Released (= PE)

Yes

Paid **4** hours if not notified by CMS within **15** minutes of original call time that on duty time has been changed, or if your call time is changed more than **45** minutes from your original call to duty, or if your call is canceled.

Paid **8** hours if you are called and release and "**took charge of power**", or you have been on duty over **4** hours and the call was cancelled.

Article 19, Section 2 (a) of SP west modified

Combination Service DH

(Called in Combination DH/ Service) (= TE)

Yes

Claim actual highway miles of DH plus work portion. (when DH, state: via route, list route and odometer miles of carryall/taxi.)

Note: Negates time consumed on DH for Post 85 engineers

Article 6 section 2 Q&A 11 of 1986 Agreement

Combination Service

(Relieved before Expiration of 10 Hours and NOT Called in Combination Service) (= TE)

Time Consumed or Miles of Assignment

Relieved before expiration of 10 hours on duty and DH to terminal. Paid minimum 130 miles work plus 130 miles DH

Article 6, of 1986 Agreement

Example:

Claim <miles> worked if over 130 plus 130 mile DH account not called in “combination service” on <date> called on duty at <time> for <train ID> per train dsp instructed to put train away at intermediate < location > and DH to <location> DH was started before completion of 10 hrs on duty show <time> DH started and <time> arrived at <location>. Claim any excess miles.

Article 6, Q&A 11 of 1986 Agreement

Circus, Officer Specials and Movie Trains, Passenger (= TE)

Yes

150 mile minimum day.

Article 14, Section 4

Class of Service (more than one) (= TE)

Yes

Engineers will be paid **all time** spent working in other class of service **in addition** to all other earnings. **OT** to apply to **entire** trip.

Article 5, Section 2 (a-d)

Continuous Time Snow Service (= TE)

Yes

Example: You are called for snow service, and after the 1st tour of duty you tie-up in Truckee. At this point, Truckee has been established as your AFHT. After your rest, the 2nd tour of duty, you are sent to Colfax to tie-up. After 10 hours rest your 3rd tour of duty, you tie-up again in Truckee. You're entitled to 10 hours of continuous time, because Colfax is not your AFHT. Claim as 10 hours. (Time)

Article 9, Section 3 (a-c)

Continuous Time (= TE)

Yes

Engineers will **not** be tied-up between designated terminals.

Example: Working through freight Roseville-Dunsmuir.

Account whatever reason you are stopped in siding at Redding and ordered to tie-up in Redding, 12 hours later you go on duty and tie-up in Dunsmuir. You are entitled to 12 hours continuous time. Claim as 12 hours. (time)

Article 1

Critical Incident (= PE)

Yes

Yard or local - one days earnings. Road - one round trip. Allowed 1 to 3 days off.

Must be authorized by Company officer. (Train ID/ date of incident)

Does not affect TPA

Company policy

Deadhead (=TE or PE)

130 mile basic day

Post 85 hires – time consumed (exception 16-hour rule, below)

Note: DH's in excess of 8 hours paid on minute basis at straight . time rate.

- Post-85 engineer who DHs from home terminal to AFHT and service does not begin within 16 hr after completion of DH = **minimum basic day**.
- If DH from AFHT after service to home terminal and duty does not commence within 16 hr of completion of service = **minimum basic day**.
- DH to AFHT, then DH to home terminal, with no service in-between = **minimum basic day** for both DH's (combined)

Any HAHT will count toward the minimum basic day.

Article 6, Section 2 (b), rv – hub 1986

No
See Item “pools”
Yes

Deadhead (Not Called in Combination Service) (= TE)

130 miles DH. Show times from start to finish on DH or mileage of DH will be deducted. (For other than designated crew change points = Polk, Elvas, Hagin, Sacto, Binny Jct. See supt. notice # 108.)

Article 6 of 1986 Agreement

Time Consumed or
Miles of Assignment

Displaced

Yes

You have 48 hours to make your displacement or you may be assigned by CMS. To **protect** your T.P.A you must make move within **3 hours** of displacement.

Article 10 per 1996 agreement

Earnings (Used Off Regular Assignment) (= PE)

Yes

Pool engineers used in emergency are considered augmenting X-B.
Claim earnings of your kill space or space behind you on board. If your space goes to work **same** calendar day as you, you will be paid the **difference** of earnings, **different** calendar day you will be paid the **earnings plus earnings of job you worked**. Also if space behind you **arrives** back to home terminal before you go to work again, you will be entitled to the **roundtrip earnings** of your space – earnings include all arbitraries and runarounds.

Article 12, Section 1 (d)

Earnings (Not Used On Regular Assignment) (= PE)

Yes

(Not used on entitled run/trip in whole or in part)

When an engineer, assigned to a regular job or run, is **not** used on his assignment through **no fault of his own** he will be allowed the full earnings of his assignment in **addition** to any other earnings for that date or trip.

Article 12, Section 1 (c)

Example:

Job blanked/canceled *Article 12, Section 1(b)*

Job set back one calendar day. *Article 12, Section 1(b)*

Claim earnings or bulletined miles of assignment if run not operated

Earnings (Time & Half) (= TE)

Yes

On yard jobs claim time and a half for 2nd shift worked within 22 ½ hrs

Article 11

Engineer Certification (Auto – Pay)

Yes

\$5.00 per Tour of Duty

Federal Mandate

Engineer Instructors (= TE)

Yes

Road engineers with student engineer = \$28.00

Yard engineers with student engineer = \$14.00

Road engineers with student conductor = \$20.00

Road engineers with student brakemen = \$10.00

1996 UP – BLE system

Excess Miles (See Chart) (= TE)

No

Excess miles apply **each** time territory is covered in its **entirety**.

Excess miles do **not** count against OT

Article 4

Extra – Board

Yes

Roseville North – covers pools – Dunsmuir, Sparks, Portola, Oroville.
Roseville South – Bakersfield, Fresno, Oakland, San Jose and all
Roseville and Sacramento yard jobs, local, road switcher. In addition, Roseville
North and Roseville South protect each other. Also,
Roseville south is secondary X-B for Stockton. If called for Stockton,
the pay for a Stockton job is in “**addition**” to any guarantee you
earned on X-B, however, it will be used to compute TPA
Roseville-hub Article 4 (E)

Final Terminal Delay (= TE)

No

Begins after **1** hour of arrival. Applies for work or DH service.
(On other than thru frt., claim FTD until point OT begins, for both)
Article 15 section 6, (Section V item G – SP west modified)

HAHT (Auto – pay, double check)

Yes

HAHT begins after 16 hours at AFHT. It expires when you go
on duty to work or at the departure time if you DH home or DH
to work in combo service.
Note: HAHT is continuous after 16 hours. **Pre-85** engineers if HAHT
after terminal to terminal DH by taxi, claim **high-speed rate** under
“**Remarks**”
SP West Agreement, “Item J”

Held Off (= PE)

Yes

Held off for: Tests, physicals, investigations, etc.
Claim earnings (may only be allowed basic day).
Does not affect TPA
*Article 27, Section 1 (a-c) – (SP West modified q & a # 14
Side letter # 2)*

Helper Pool (Truckee) basic day min. (= TE)

Yes

Helper service is guaranteed a min. basic day for each day assigned
and additional basic day when required to make second departure
after **8** hours on duty from assigned home terminal.
*Truckee Helper Pool refer to Local Agreement for miles/pay.
Article 7, Section 1 (a-c)*

Helper pool (Truckee) other class of service (= TE)

Yes

Helpers performing other class of service such as spot cars or hours of service relief, should claim basic day (130 miles) for **each** occurrence.

List the following information: instructed by <list train Dispatcher's <name> at <list time>, <list car #>, <list track #>, <list location>, <list time move began and ended>.

Article 7, Section 2 (a-c)

Holiday Pay (= TE or PE)

Yes

Yard jobs pay double time and one half when worked on company recognized holiday or basic day if job is cancelled account of holiday for those not electing personal leave days in lieu of holidays.

Article 23 section 1

Holding Vacancies (Hold Downs)

Yes

Vacancies open for hold down at 12:01am on the **4th** day. You may vacate assignment at 12:01am on **8th** day of hold down. Vacation vacancies and work trains are open to hold down immediately.

Local Agreement – per L/C

Hours of Service (Rest and Calling Time)

Yes

If you die on Hours of Service, you are required to have 10 hours off = 8 ½ hrs plus 1 ½ hours call. CMS may disturb this rest.

Article 30

Initial Terminal Delay (= TE)

No

Begins after **1** hour, **15** minutes on duty.

Article 15, Section 6

Jury Duty (= PE)

Yes

Claim earnings of regular job or space for up to **60** days of Jury duty.

Does not affect TPA

Article 15 (a-d) per SP west modified agreement 1995

Q & A #14, side letter #2

Lapbacks (= TE)

Yes

12 miles in one direction minimum and keep 5 car minimum on return trip.

Exclude miles and time of lapback on trip time claim.

Article 6, Section 3 (a)

Lapback (= TE)

Yes

Example: Claim 130-mile lapback account on date, train ID, Doubled grade from mp154 to mp172. Depart MP154 at 0900 with 35 cars. Arrive MP172 at 1015, set out 30 cars to siding and returned to MP154 with 5 cars. Account train make-up predominantly hazardous material cars. Arrive mp154 at 1155. Move, authorized by officer/train dispatcher (name).

Article 6, Section 3 (a)

Layover Days (=PE)

Yes

An engineer is used in emergency or works OT and is unrested to work regular assignment would be entitled to regular assignment earnings.

Claim total earnings of assignment for day not used.

Article 6, Section 6

Local & Road switcher start times (= TE)

Yes

Assigned locals and road switchers time will be computed continuously from time set in the bulletin even when called later than start times. Engineer will receive **additional** day's compensation for calls in advance of bulletined start times if not notified prior to one and one half hours of bulletined time on duty.

Article 6, Section 6 (b)

Local & Road switcher other class of service (= TE)

Yes

When required to perform other class of service (not part of regular assignment) such as helper service, hours of service relief, or side trip off assigned territory will be allowed a day's compensation.

Article 6, Section 6 (c)

Meals (Local, Work Trains) (= TE)

Yes

\$12.50 Enroute Meal

Article 7 per 1991 National Agreement

Meals (Freight) (Auto-pay)

Yes

\$1.50 Enroute

\$6.00 after 8 hours at AFHT

\$12.00 after 12 hours at AFHT

Article 7 per 1991 Agreement

Overtime (Auto-Pay)

On runs under 160 miles begins after 8 hours
On runs over 160 miles begins after 10 hours
On yard engines or basic day (130mile) jobs after 8 hours
Article 5 (g) per SP West modified

Run off miles
Run off miles
Yes

Peer Trainers (= PE)

\$230.00 per day or 115% of last year's vacation rate,
whichever is greater
Does not affect TPA. (considered highest job you can hold)
UP – BLE system – 1997 Agreement (7 a - d)

Yes

Personal Leave Days (Auto-Pay)

Basic day paid at rate of last service performed. Automatic mark-up 24 hrs
from time requested/granted by CMS
1996 Article 6.

Yes

Pilot Service

When called for pilot service be sure and ask CMS for your
own separate and apart call slip – otherwise you may end up
on engineer's timeslip.
Article 16, UP – BLE System

Yes

Pools (With More Than 1 Far terminal) (=TE)

Mountain Pool (Roseville to Sparks or Portola), (Roseville to
Oakland or San Jose) Mountain Pool and Roseville to Oakland
or San Jose Pool, dispatcher must notify you prior to tie up at
away terminal that you are to DH to other AFHT. A minimum
2 hours and minute basis over 2 hours for DH. If total time on
duty places engineer on OT, 2 hours DH rate will be at OT rate.
Note: Crew may only be DH prior to tie up after initial trip. DH
by carryall or taxi only. Once DH between two away terminals,
you will not be DH back except in emergency – Flood, derailment.
Example Double DH: DH Sparks to Portola, get rest and DH
from Portola to Roseville = Full District mile for DH. (177 miles)
Article 3, (m) Roseville – hub

Yes

Time Consumed

Basic Day Minimum

Rest (undisturbed)

You may mark undisturbed rest. If you do so, It is “**UNDISTURBED**”.
CMS **cannot** disturb you. If CMS does disturb you, politely inform
them they have disturbed your rest time. If you “desire” tell them to
begin your undisturbed rest period from this point on allowing you **8,**
10, or **12** hours again.
Article 30

Yes

Road/Yard movements (= TE)

Yes

Road crews will only be required to perform service in the yard in **direct connection** with their own train and original assignment. Claim a basic day when required to do other yard service.
Article 11, Section 4 (b) also 1991 Article 8, Section 1 (a)

Route miles (See Chart) (=TE)

Yes

Route miles count against OT
Article 15

Runarounds (= PE)

Yes

Board runarounds are CMS mishandling the board and are good as gold. Claim 65 miles account was rested, available and ahead of engineer and not used. List engineer's name(s), train ID, dates and times. Print a computer printout of board standings when tying up and going on duty. Yard runarounds are tough to get paid, but they do happen. Trains must have power on train, departing in same direction to the same final destination and ready to go from same unit of yard. Be sure that assignment miles are the same for both engineers.

Example: Valley Pool, from Atkinson = 210 miles
from Antelope = 215 miles.)

Article 30 section 5 (a), SP west modified

Short Turnaround/Hours of Service Relief

Yes

This is specifically X-B work. If you are used off a pool to "dogcatch" you are augmenting X-B and being used in emergency. (refer to earnings claims).

Note: Pool engineers should notify CMS to be placed to foot of board prior **to tie-up**. Pool engineers called for normal assignment and if relieved enroute and returned to home terminal (Roseville) will be placed **1st** out on pool. (see item "Board Positions")

If at far terminal and perform **2** short – turn days = DH home
Rv – hub Article 6 section B (2)

Short Turnaround Service (= TE)

Yes

Claim basic day for **first 8** hours and an **additional** basic day if required to depart initial terminal after 8 hours on duty (**or operate over 25 miles from home terminal**).

Article 6 section 3 (b)

Tow-in (= TE)

Yes

Time from 12 hours on duty to final release is claimed separate and apart from OT. Tow-in is another word for OT after 12 hours used for accounting reasons.

TPA

Yes

To protect TPA, you must remain marked-up and available for service. If on regular job or pool service. If CMS calls you for emergency work and **you personally speak** to CMS you **must accept** call to protect TPA.

Note: = **Penalty** for the following

- Miss a call
- Layoff sick or personal
- Foot yourself to bottom of board
- Uses 1 “PL” or daily split vacation day and do **not request** hold your
- turn 1st out; you **will be penalized** on your TPA.

TPA Protected

Yes

Mountain Pool Engineers: If you lay off 1 “PL” or daily split day and **request** “hold your turn 1st out”. If you lay off 2 or more “PL” days or daily split days, use a normal non-split or split vacation and go to bottom of board **you** can protect TPA. **You must inform CMS to “hold your turn 1st out position”.**

Valley Pool Engineers: If you lay off 1 “PL” or daily split vacation day and **request** “hold your turn 1st out”. If you lay off 3 or more “PL” or daily split vacation days, or use a normal non-split or split vacation and go to bottom of board you can protect TPA. **You must inform CMS to “hold your turn 1st out position”.**

Yes

Note: Valley pool marking in **excess** of 12 hours rest will be an **automatic** penalty on TPA and will be engineer’s responsibility to prove they were not runaround on pool while in undisturbed rest exceeding 12 hours

SP west modified/Rv – hub side letter 1

Trades (Pools only)

Yes

(Two times per year)

Pool engineers will be allowed to trade pool positions with other engineers in same pool.

- Local chairperson to submit request to CMS.
- Both engineers at home terminal.
- No penalty/ runaround claims made by any engineers.
- **This will not affect TPA**

SP west, Article 5 section E (1 – 5)

Trips (What constitutes) (= TE)

Yes

Engineer is understood to have **completed** a trip when he reaches the division terminal at the usual crew change point or established terminal as shown by his assignment. If used to proceed further on same train or sent out on another trip/ train, **he is understood to have begun another trip. (Print board for L/C to document possible runarounds)**

Article 13 section 1

25 Mile Zone (= TE)

Yes

If used in 25 mile zone to receive your train, you are entitled to ½ basic day (4 hours or 65 miles if less than 4 hours).

If over 4 hours in zone, you are entitled to be paid on minute basis (time consumed). If delayed in zone in bringing train into original terminal and you are relieved at original terminal **you will be DH** to far terminal (Except in cases of emergency) in **“Combination” DH / service.** Be sure to show times:

LV initial terminal	ARR zone point
LV zone point	ARR initial terminal
LV initial terminal	ARR far terminal

Rv – hub article 6 (b) q & a 33 – 40

Used off Bulletin Assignment (= TE)

Yes

Entitled to basic day when used off or beyond assignment. Show depart time, return time when used off territory. Time will be deducted from OT.

Article 6, Section 6

Vacations (Auto-Pay)

Yes

Non split, split (daily split) Vacation rate 1/52 last year earnings.

Daily/split vacation = automatic mark-up at 1201am.

Normal vacation or split vacation, you must mark-up yourself. If you wish to protect TPA you **must** mark-up **at or by** 1201 am.

1996 Article 5

Weight on drivers (Auto-Pay)

Yes

1,200,000lbs (3 units) if more units used then they will apply. (3 unit minimum)

UP – BLE system

Yard Board (= TE)

No

Claim 1926 yard board rate account switching beyond 1926 YD BD limits located at MP 102.6. Show time started movement beyond limits with # of cars. Use this same format for 1933 YD BD located at MP 102.04.

Article 11, Section 3a (1933 YD BD), 3d (1926) YD BD

Yard Engine Lunch (= TE)

Yes

If working yard engine and you are unable to complete your 20 minute meal period within 6 hours of your on duty time, you are entitled to **20** minutes OT.

Article 11 q & a 94 (e)

Yard Engines Bringing Train into Yard (= TE)

Yes

Greater of: 1 hour, or miles, or time consumed.

Article 8, Section 2 (ii) per 1986 Agreement

CLAIM FORMAT EXAMPLES

- ★ **Standardize your claims**
- ★ **State what you want**
- ★ **List facts and details**
- ★ **Provide Agreement support**

BEREAVEMENT LEAVE (= PE)

Fax obituary with copy of =PE Claim to UP at 8-997-2125. List your name, social security number and claim number. Claim 3 days bereavement leave. On the 3 dates you claim, list relationship. Allowed are the following: Brother, sister, mother, father, child, spouse, spouse's parent, half-brother, and half-sister. On claim <list relationship>, <date>, <time> notice was faxed.

Article 12 of the 1995 Agreement

BOARD RUN AROUND (= PE)

Claim 65 miles (4 hours) account I was rested, available and ahead of Engineer. Claim <list Engineer's name> on <list Date> when Engineer <list Engineer's name> was used around me on the <list train ID> on duty at <list time> on <list date>. I was called at <list time> on <list date> behind Engineer <list Engineer's name> for the <list train ID>. Please refer to my work history and the work history of Engineer <list Engineer's name>

Article 30, Sections 5(a)

65 MILES CALL AND RELEASE (=PE)

Claim 65 miles (4 hours) call and release I was called at <list time> for <list time> on duty for assignment number <list assignment number> and was released at <list time> Please refer to my work history. List one of the following:

- A) Less than 4 hours on duty and I did not perform service.
- B) Released before leaving home
- C) On duty time was changed before I left home and I was not notified within 15 minutes of the original call
- D) On duty time was changed by more than 45 minutes before I left home.

Article 19, Section 2 of the 1995 Engineer Agreement

(Supercedes Article 30, Section I (a), (b) and (f) of the Engineer Agreement)

CALL AND RELEASE 130 MIILES (= TE)

Claim 130 miles call and release account I was called at <list time> for <list time> on duty and was released at <list time>. Use one of the following:

- A) I was held over 4 hours on duty before I was released
- B) This is because I performed service (You MUST take charge of power. <Explain the service performed> and I retain my position on the board. Please refer to my work history.

Article 19, Section 2 (a) of the 1995 Engineers Agreement

CALLED AHEAD OF ASSIGNMENT (= PE)

Claim 130 miles account called at <list time> ahead of bulletined on duty time of <list time> for assignment number <list assignment number>. Please refer to my working timeslip number <list timeslip number>, dated <list date> and to the job bulletin for my assigned job.

Article 6, Section 6 (b)

CALLED IN “COMBO SERVICE” (= TE)

Claim <list miles> of DH and <list miles> worked account called in combo service DH from <list location>, <list time>, <list date> to <list location>, <list time>, <list date>. Claim WORKED <list location>, <list date>, <list time> to <list location>, <list date>, and <list time>. Total of <list miles> at through freight rate, claim any excess miles. Note: DH miles = highway miles use odometer miles of carryall/taxi

1986 Article 6

DIFFERENCE OF EARNINGS (= PE)

I was used in emergency off my regular assignment and claim the difference of earnings of assignment <list assignment number> on <list date> on duty at <list time>, which is the job that I worked in emergency. My regular assignment would have worked, <list assignment number> on duty at <list time> on <list date> with Engineer <list Engineer’s name>. Please refer to my work history and the train history of Engineer <list Engineer’s name> who was used on my turn.

Article 12, Sections I (d)

EARNINGS (= PE)

Claim the full earnings of Engineer <list Engineer’s name>, on assignment <list assignment number> on duty at <list time> on <list date> on account. Use one of the following:

- A) I was used off my regular assignment on the previous calendar day
- B) I was used off my regular assignment on Company business
The job I worked was <list assignment number> on duty at <list time> on <list date>. Please refer to my work history and train history of my assignment

Article 12, Section I (d)

EARNINGS (NOT USED ON ASSIGNMENT) (= PE)

Claim <list bulletin miles> (minimum 100 miles at last rate of pay). I was not used on my regular assignment through no fault of my own. Scheduled on duty time was <list time>, on <list run number>. Claim earnings or bulletined miles of assignment if run not operated Use one of the following:

- A) Job was blanked/canceled
- B) Job was set back to next calendar day

Article 12, Section I (b)

HELPER POOL (OTHER CLASS OF SERVICE) (= TE)

Claim 130 mile basic day account instructed by <list train dsp> at <list time> to spot <list car#> on <list track#> at <list location> move began at <list time> ended at <list time>.

Article 7, Section 2 (a-c)

JURY DUTY (= PE)

Claim earnings of regular assignment for jury duty on the following dates <list dates>. You must follow your job/run # to ensure proper payment. Minimum of basic day for each day summoned for Jury Duty. Copy of Jury Summons and time card from court along with =PE Claim and fax to UP at 8-997-2125.

Article 15 of the 1995 Agreement

LAPBACK (= TE)

Claim 130 mile lapback account <list date>, <list train ID#> doubled grade from <list MP> <list depart time> with <list # of cars> to <list MP> <list arrive time> to set out <list #of cars> to siding and returned to <list MP> with 5 cars account train <list train make-up> (ex. haz-mat cars) to <list MP> at <list arrival time> move authorized by <list name of officer or train dsp>

Article 6, Section 3 (a)

PHYSICAL EXAM, SAFETY MTG, INVESTIGATION (= PE)

Claim full lost earnings in the amount I would have earned, with a minimum of a basic day for attending <list physical exam, safety meeting or investigation>, at the request of the carrier on <list date>.

Article 27, Section I (a), (b), (c)

RELIEVED (BEFORE 10 HOURS OF SERVICE – NOT CALLED IN COMBO SERVICE) (= PE)

Claim <list miles> worked (if over 130 miles) plus 130 mile DH account not called in “combination service” on <list date>. Called on duty at <list time> for <list train ID#> per train dsp or individual who instructed you to put train away at <list location> and DH to <list location>. DH was started before completion of 10 hours on duty. DH from <list depart location>, <list time>, <list date> to <list location>, <list arrive time>, <list date>. Claim any excess miles.

Article 6 Q&A 11 of the 1986 Agreement

USED OFF ASSIGNED TERRITORY (130 MIILES) (= TE)

Claim 130 miles account required to perform service that is not part of my regular assignment. On <list date> at <list time>, I was instructed by <list company officer> to go off my regular assignment. Explain what work you performed off your assignment. Please refer to <list timeslip #>, <list date> and job bulletined assignment. Show times that you departed and returned to your assignment.

Article 6, Section 6 (c)

YARD BOARDS (= TE)

Claim 1926 YD BD rate account switching beyond 1926 YD BD limits located at MP 102.6. Show <list time movement started beyond limits> with <list # of cars>. Use this same format for 1933 YD BD located at MP 102.04.

Article 11, Section 3 (a) /1933 YD BD, 3(d) / 1926 YD BD

YARD DAY 100 MILES (= PE)

Claim 100 mile yard day, account I switched cars <list first car number> through <list last car number> on track(s) <list track number(s)> at <list Circ 7> when yard engines are employed between <list time> and <list time>. Note this was not part of the three-(3) pick-ups allowed at initial terminal three (3), set outs allowed at final terminal or because of a bad order car. Please refer to <list timeslip #> on <list date>.

Article 11, Section 4 (a)

YARD RUNAROUND (= PE)

Claim 65 miles (4 hours) account I was called on duty for the <list train ID> at <list time> and I departed at <list time>. Engineer <list Engineer's name> was called on duty), at <list time> and departed ahead of me. Both of us were in the same yard, on the same pool, power was on both trains, going in the same direction. Called off the same board and I was on my train and ready to go. Please refer to my working timeslip number <list timeslip number>, dated <list date> and to the working history of Engineer <list Engineer's name>

Article 30, Section 5 (a)

Timekeeping Cheat Sheet SPWL - BLE

<u>Trip Claims</u>	<u>Comments Required?</u>	<u>Critical Information required</u>
Mileage (route available)	No	
Mileage (no route available)	Yes	Detailed description of how mileage obtained
Overtime (casual)	No	
Overtime (holiday)	No	
Overtime (off day)	No	
Overtime (22 1/2 hr rule)	No	
Overtime (ahead of shift)	No	
Tow-In (overtime after 12 hrs)	No	
Engineer Certification	No	
Enroute meals (freight svc.)	No	
AFHT meals	No (unless extra at outside point)	
Mountain Miles	No	
Held Away	No (unless claiming High Speed)	State you are claiming "high speed HAHT" - timekeeper will calculate for you
\$20 in lieu of lodging	No	Only claim if election made - Augment/Auxiliary submit once per half
Initial Terminal Delay	No	Do not claim if OT + Tow-in is greater than ITD/FTD
Final Terminal Delay	No	Do not claim if OT + Tow-in is greater than ITD/FTD
Initial Terminal Switching	Yes	Detailed description of work & times
Enroute Switching	Yes	Detailed description of work, location & times
Final Terminal Switching	Yes	Detailed description of work & times
Instructor Allowances	Yes	Type of student & SSN
Used in 25 mile Hub Zone	Yes	Train ID and location obtained, time departed/returned to terminal, amount due
Late Meal (yard svc.)	Yes	Time meal taken, or state 'no meal allowed'
Hours of Svc. Relief (yard svc.)	Yes	Train ID, location retrieved, times outside switching limits
Auto Mileage to outside point	Yes	State actual mileage being claimed and reason
DH (to outlying point)	Yes	DH times and amount being claimed
DH (S&A frt. svc.-term to term)	No	Post 85 engrs should state how much add'l time due if held at AFHT over 16' and HAHT/DH does not combine to equal 8 hours or more
DH (Comb svc.-term to term)	Yes	State actual mileage being claimed
Second Trip Out of Terminal	Yes	Reason/train ID, Turn point of second trip, and time spent on 2nd trip
More than one class of svc.	Yes	Type of service performed, times, amount being claimed

Timekeeping Cheat Sheet

SPWL - BLE

PE Claims

Critical Information required

Bonus Day	No claim necessary - automatically paid by Tkg - contact shortage line if not paid but due
Guarantee (extra board)	No claim necessary - automatically paid by Tkg - contact shortage line if not paid but due
Personal Leave Days	No claim necessary - automatically paid on layoff - contact shortage line if not paid but due
Vacation	No claim necessary - automatically paid on layoff - contact shortage line if not paid but due
Company Business	State specific reason/project, who authorized, dates and amount being claimed
Peer Trainers	State specific reason/project, daily rate, number of days available, and request to be made whole (paid trips vs. guaranteed amount) - submit once per half only (not on working trip)
Borrow-out/Auxiliary Pay	State location borrowed from/to, number of days available, and request payment for any entitlements due such as meals, mileage, guarantee, bonus, etc. on one claim - submit once per half only
Peer Support (critical incident)	State train id/date of incident, who authorized time off & how much time, & amount being claimed
Jury Duty	State specific days summoned for jury duty, dates being claimed, amount or what is being claimed, and amount paid by court for services - fax summons or proof of attendance to company number 997-2125
Bereavement	State relationship of deceased family member, dates being claimed - fax obituary to company number 997-2125
Holiday Pay (basic day)	State what holiday being claimed
Annul Day	State what day job was annulled and mileage being claimed
Call & Release	State job called for, time contacted, on duty time, release time, and what service performed
Departure Runaround	Name, Train ID, ODT, Departure time, and track # of other engineer Claimant's Train ID, ODT, Departure time, and track # Was power attached to both trains at time of departure? Was both trains in same "yard"? Same destination?
Crew Dispatcher Errors	A very detailed explanation of what occurred along with boards, trains/jobs, dates/times, employees affected/involved and amount being claimed. These claims cannot have too much information
Beyond limits/off assignment	A very detailed explanation of what occurred, who authorized, time departed & returned to limits, and what is being claimed. These particular claims cannot have too much information. Do not claim on both trip & PE.
Road/Yard Violations	A very detailed explanation of what occurred along with tracks, times, and who authorized. These particular claims cannot have too much information. Do not claim on both working trip & PE (use =PE)
Misc.	Working trip arbitraries not listed may be claimed in the normal manner with explanation (if necessary) otherwise submit =PE with detailed explanation of facts.



**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC WESTERN LINES CLAIM FORM**



This form is to be used by the individual employee when filing a declined time claim with the BLE Local Committee. In order to provide the best possible chance of payment of your claim we need to have good information and facts from you for the General Committee to get the claim paid or have the needed information if it goes to arbitration.

The following items need to be attached to this form.

- **Copy of claim (working time slip and/or =PE)**
- **Copy of declination**
- **Copy of pay recap for that pay period - not computer sheet but the pay recap sheet**
- **Any other supporting information - for example translogs, call sheets, names of company officer/s that told you to violate agreement, Renzenberger trip tickets, job bulletin if applicable etc. Any information that would provide support for the claim.**

A. WHAT WAS CLAIMED AND WHAT WAS PAID:

B. LIST BELOW ALL OTHER PERTINENT **FACTS** NOT ON ORIGINAL TIME SLIP (=PE) CONCERNING THIS CLAIM (Use back of sheet or a separate sheet if necessary):

C. TRAIN ID _____ D. ASSIGNMENT/JOB NUMBER _____

E. CREW MEMBERS: _____

F. WHAT ARTICLE AND SECTION OF THE AGREEMENT DO YOU BELIEVE HAVE BEEN VIOLATED OR WHICH SUPPORT YOUR CLAIM:

Members Signature: _____ Date: _____

IMPORTANT: Your BLE Local Chairman needs this documentation to process your claim. A claim that is submitted without the necessary support documentation/info is doomed to fail. **THERE IS NO SHORTCUT.** If the claim is important to you and you want to get paid, you must do your part of the process.