



BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMAN

A Division of the Rail Conference - International Brotherhood of Teamsters
Union Pacific – Central Region General Committee of Adjustment
Saint Louis Hub

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DEADHEADING BY TRAIN

A situation that is happening more and more is Deadheading by train. If you are instructed to deadhead by train this is the claim language to use. Below that I have included the agreement language for you to review.

I was instructed to deadhead (from location) to (end location) on (train id) at (DH time) at the time of this request there was no emergency or circumstance that would make vehicle transportation impossible.

STL HUB Article IV Section B:

3. Transportation: When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi but excludes other forms of public transportation.

STL HUB, Side Letter 4:

This has reference to our negotiations covering the Merger Implementing Agreement entered this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.



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Freight Pool and Extra Board Regulation

BLET Member's working as engineer should start filling the below claims (respective of your assignment). These claims are in response to the carrier's unwillingness to regulate the boards per the agreement. You should file a claim for each day you are on the board and marked up, if you lay off for any reason the claim is not allowable. If you have any questions call your Local Chairman.

Pool Regulation

Engineer (your name) claims 130-mile basic day account (Circ-7) (board) pool board was not regulated correctly per Standing Bid, Temporary Lodging, & Pool Freight Regulation Agreement dated June 19, 2015 specifically Agreement No 3. Article I (A)(1)(c). This claim is for date (date of claim)

Extra Board Claim

Engineer (your name) claims 130-mile basic day account (Circ-7) (board) extra board was not manned sufficiently per Attachment "B" of Memorandum of Agreement dated March 28, 1989, as modified, and amended by Modification of Guaranteed Road Extra Board Agreement dated June 6, 1996, and Letters of Understanding dated October 22, 1997, Guaranteed Extra Board Settlement dated May 3, 2019 and other applicable Agreements. This claim is for the date of (date of claim).

This information is included on the BLETSTLHUB.ORG Website.



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WAIT TIME

The language below is to be used when you encounter a non-expeditious wait for transportation. This is intended for the pools that currently do not have specific language for wait time. This will be dependent on proper FRA documentation (example attached).

Claiming (1) penalty day at current locomotive engineer rate account not provided transportation to final tie up location in an expeditious manner as provided in side letter #4 of the 1998 St Louis Hub Agreement. Engineer XXXXXX was called for duty at (XXXXX) for train XXXXXX with on duty time of XXXX hours. As documented in federal tie up records, engineer XXXXXXXX and crew handled train from on duty terminal (XXXXX) to (XXXXXX). Crew notified train dispatcher at XXXX, XXX hours in advance of expiration of hours of service. Crew was finally provided transportation to final tie up terminal at XXXX hours and arriving at final terminal at XXXX hours. Total time on duty XX hours and XX minutes.

STL HUB, Side Letter 4:

This has reference to our negotiations covering the Merger Implementing Agreement entered this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.

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CREW PREV          --STARTED DUTY--  -RELIEVED DUTY--  -RELEASED DUTY--  C
POS  OFF  TRAIN ID  LOCTN  MMDD/HHMM  LOCTN  MMDD/HHMM  LOCTN  MMDD/HHMM  M
ENG 2818  MHOLW  09  LS372  0809 1308  TP090  0810 0430  TS316  0810 0542  N
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ACTIVITY REPORTING

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CREW PREV  M -ACTIVITY START-  --ACTIVITY END--
POS  OFF  ACT  T  LOCTN  MMDD/HHMM  LOCTN  MMDD/HHMM  COMMENTS
ENG 0000  OT   X  AX081  0810 0015  AX081  0810 0245  WAIT ON RELIEF CREW
ENG 0000  DH   X  AX081  0810 0245  TP090  0810 0430  LIMO TO TP090 FOR SHUTTLE
ENG 0000  DH   X  TP090  0810 0430  TS316  0810 0542  DH SHREVEPORT
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TTOD 15:22



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INTERCHANGE AND WORK NOT IN CONNECTION WITH YOUR ASSIGNMENT

Below is an example of how to properly claim an interchange violation. When it comes to interchange the rule to remember we can go into as many tracks as it takes as long as we are filling the tracks to capacity. Once we are given cuts to place in different tracks the violation has occurred.

-- REQUIRED COMMENTS / REMARKS --
CLAIMING 130 MILES ACCOUNT I WAS REQUIRED TO PERFORM INCIDENTAL WORK AT THE A&S YARD ON THE MNPINX-17. ON 6-18-20 WHILE YARDING, WE SHOVED OUR FIRST TRACK(129), FILLED THAT TRACK. SHOVED THE SECOND TRACK(130) OF 12 CARS TO GET TO OUR DP UNIT, CUT OFF AT THE DP WITH THOSE 12 CARS THEN WE STARTED SHOVED OUR THIRD TRACK(132) AND THE REST OF OUR TRAIN WOULD HAVE FIT IN THAT TRACK, BUT INSTEAD OF FILLING UP THE THIRD TRACK WE WERE INSTRUCTED BY THE A&S YARDMASTER TO MAKE A CUT ON THE TRACK, WHICH WAS THE HEAD 33 CARS AND PULL THEM OUT AND SHOVE THEM OVER TO ONE PERIMETER FOR AN OUTBOUND TRAIN THAT WAS NOT IN CONNECTION WITH OUR OWN TRAIN. THIS IS AN INTERCHANGE VIOLATION AND THIS WORK IS TO BE PERFORMED BY A&S YARD JOBS WHO WERE ON DUTY WHILE THIS WORK WAS BEING PERFORMED.

Secondly, this is a situation of work not in connection with your assignment.

THIS CLAIM IS NOT ON MY WORKING TIME SLIP FOR TRAIN ID IMNDU 31. CLAIMING 130 MILES ACCOUNT HOSTELING POWER NOT ASSIGNED TO MY TRAIN THE IMNDU 31. I WAS INSTRUCTED BY DUPO YARD MASTER CHRIS CHRISTOPHER PER UP MANAGER ALAN HELD TO PICK UP ENGINE NUMBER UP8258 AT C 015 TRACK #301 ALONG WITH THE UP9100 AND BUILD THE POWER CONSIST FOR THE ZDUNP 31. I WAS CALLED OUT OF THE RE04 THROUGH FREIGHT POOL TURN UE23 AT C 174.

All of these situations are going to be slightly different due to the circumstances. File the claims and use as much detail as possible. If you have any questions, contact your Local Chairman.



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Bulletin on Engineers Driving Company Vehicles

All working BLET Engineers should begin filling claims everyday they go on duty for putting out instructions for Engineers to operate company vehicles. Below is the claim language the General Chairman would like us to use.

Allow Basic Day Penalty for Union Pacific Railroad Superintendents putting out instructions for locomotive engineers to drive company vehicles to haul themselves and/or others to and from their trains and/or lodging, in violation of Arbitration Award 458, Road, Yard, and Incidental Work, Section 3. Incidental Work.

There is no documentation that the claimant needs to supply with this claim.