

MAXIMIZING INCOME

PROCESSING CLAIMS:

Use 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:
Date and time of incident - Train ID - Engine Number – Car Numbers when necessary – Names of other employees involved. You must also accurately document your trip in your FRA tie up. This is where those trying to get you paid for a claim will look first for evidence to support your claim.

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

PROCESSING DENIED CLAIMS:

YOUR RESPONSIBILITY to better ensure that your appeal of a denied claim is successful requires 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 (mishandled, earnings, etc.) print a computer printout of the board or boards involved. This information is available in CMTS under “Inquiries”. Board Inquiries, Job Histories, and Yard Histories are available and can be printed from a home computer.
2. Save any other paperwork that supports your claim including call sheets, lists or other instructions. Note the 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 sheets** and 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. Try to adjust the claim with shortage clerk. (800) 877-0309. If this effort fails, see #6.
6. Assemble the documentation and leave the information in your **BLET** Local Chairman’s box or mail it directly to him.

IMPORTANT: Your BLET Local Chairman needs your claim and documentation in a timely manner 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!**

REMEMBER IN A CONTRACT ISSUE THE BURDEN OF PROOF LIES WITH YOU

AGREEMENTS & CLAIM EXAMPLES

Automatic Markup Agreement (Non Service Claim)

Employees assigned in pool freight or to road extra boards who are on an approved absence, layoff or leave (including compensated leave such as vacation or personal leave days) for 72 hours or more and who are marked-up between 2231 and 0759 will not be called for an assignment that starts before 0800 that morning. (agreement call times will continue to apply and the covered employee can be called, for example, at 0630 (if entitled to a 90-minute call) for a job that starts at 0800.)

If called in violation of this agreement claim a 130 mile basic day account violation of the Automatic Mark Up Agreement dated March 4, 2005. Print a translog of the call time and add to claim for documentation.

Basic Sequence (Non Service Claim)

A pool freight engineer arriving at the far terminal out of position will, upon arrival at the far terminal, be placed in the same relative position on the board as the engineer held at the home terminal. If the engineer cannot be returned to the proper position because the engineer has not received the necessary Hours of Service rest, the engineer will, upon arrival at the home terminal, be placed in the same relative position on the board as the engineer held at the home terminal at the start of the previous trip.

Side Letter 26 St. Louis Hub Agreement

If called out of basic sequence claim 130 miles penalty account called out of proper sequence in the (Pool as example RE05). I am assigned to turn (turn ID as example UP-01) which was called out of proper sequence on (date). Describe event and include board standings, translog of turns called on claim date and copy of basic sequence for the pool. CMTS documents needed include Board Inquiry working and blue print, Job History and Snap Shot.

Bereavement Leave (Non Service Claim)

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouses parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

Article C-4, Article 12 July 26, 1978 National Agreement

Claim: Fax obituary with copy of the Non Service Claim to UP Timekeeping at 8-997-2125. List your name, social security number or ID 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 and time notice was faxed.

Bidding on Assignments (*Below is Article I of Agreement No. 1 of the Standing Bid, Temporary Lodging & Pool Regulation Agreement effective July 1, 2015*)

ARTICLE I: Standing Bid Job Applications

- A. Except for newly established yard, local, TSE/road switcher, and/or work train assignments, all engineer vacancies, including pool and extra board positions which are created or become vacant will be immediately filled by the senior engineer with an application on file with Crew Management.
- (1) Applications may be changed or withdrawn until assigned. Once assigned, the engineer must remain thereon unless displaced by a senior engineer, awarded a new bid by application, or otherwise vacates the assignment pursuant to applicable agreement provisions.
 - (2) Newly established yard, local, TSE/road switcher, and/or work trains will be bulletined by 1200 hours daily for a period not to exceed (120) hours. At the expiration of the bulletin the position will be awarded to the senior engineer with an application on file with Crew Management.
 - (a) This section will apply when an assignment is re-bulletined due to a change in working conditions as set forth in the prevailing agreements (i.e. a change in the start time or rest days of an assignment).
 - (b) A displaced engineer will be (seniority permitting) eligible to exercise to any newly bulletined assignment for the duration of the bulletin. It is understood this will constitute a bid for the bulletined assignment.
 - (3) A senior engineer who is absent from service for the life of the bulletin for a **newly established** yard, local, pool, TSE/Road Switcher, or work train will be permitted to displace the assigned junior engineer so long as he/she declares "non-access" to the

advertised position by the end of his/her first tour of duty after returning to service. This section does not apply to existing pools.

- B. Engineers will be permitted to place standing bids to specific turns in other pools and standing bids to other extra boards to which they **are not** currently assigned. Engineers **will not** be permitted to maintain standing bids for pools or extra boards to which they are currently assigned.
- C. Engineers are responsible for maintaining their standing bids and applications for regular assignments. Standing Bid Job Applications will include the priority of the assignment if more than one application/bid is being filed. Once an assignment is awarded, lower priority applications (lower than the one awarded) will be removed from the system and it will be incumbent on the engineer to reapply for those positions should he/she so desire. In addition, the following will be included when submitting bids/applications:
 - (1) Terminal of the assignment
 - (2) Circ7(s), Board ID(s), Turn ID(s) if applicable, and/or Job ID(s)
 - (3) Bulletin number for new yard, local, TSE/road switcher, and work train assignments (if applicable)
- D. Permanent vacancies that are created by what is known to be an extended absence (excluding vacation) of fifteen (15) days or more will be immediately filled (on the first day) by the senior engineer with an application/bid on file.
- E. In the event a position cannot be filled by either application or bid under this agreement Crew Management will:
 - (1) Assign the senior demoted engineer to the open position. Additional travel/reporting time will be given to an engineer force assigned once he/she is successfully notified under the following conditions:
 - a) None if the position is 0-30 miles from his/her residence of record.
 - b) 24 hours if the position is 31-100 miles from his/her residence of record.
 - c) 48 hours if the position is 101-200 miles or more from his/her residence of record.

- d) 72 hours if the position is 201 or more miles from his/her residence of record. In the event the engineer is afforded Carrier provided lodging at the location to which forced assigned he/she will be required to report with 48 hours of being successfully notified.
- (2) An engineer assigned under this Section E will be responsible for providing Crew Management his/her permanent address of record for the purpose of determining if/when additional reporting time will be granted. When additional reporting time is granted, the engineer will be automatically marked up and subject to call at the expiration of the authorized travel time. Should an engineer desire to report in advance of the allotted travel time, he/she will be required to inform Crew Management in advance when they will report.

The CMS Bulletin Clerk handles bids on job vacancies. Vacancies are filled by application when the vacancy occurs. You must have a bid in the CMTS system at the time when the vacancy occurs to be considered for the job. Newly established yard jobs, locals, work trains or TSE will be advertised in the CMTS system for not less than 110 hours before assignments are made to the senior engineer with an application on file.

If you are the senior bidder to the job that is not being assigned we need you to turn in a 130 mile basic day penalty claim each day until you are assigned.

Use the following language on the claim: (Non Service Claim)

"Allow 130 miles penalty account violation of the July 1, 2015 Standing Bid Agreement. Article 1(a) of that agreement states "Except for newly established yard engine assignments, locals and/or work trains, all other engineer vacancies that are created or become vacant shall be filled immediately by the senior engineer with application on file with Carrier's Crew Management Office (CMS)."

I am the senior bidder on (Cir 7 - Job ID and Turn) that was added or became vacant on (date). I am claiming one basic day penalty for each day I was not assigned."

Print a copy of the bid standings for the job in question showing you as the senior bidder and a copy of the board assigned list showing the job unassigned for your documentation.

CALL AND RELEASE – 65 Miles (Claim made on working time slip)
Claim 65 miles (4 hours) call and release I was called at (time) for (time) on duty for (job called for) and was released at (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

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 (Claim made on working time slip)

Claim 130 miles call and release account I was called at (time) for (time) on duty and was released at (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).

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

CMS Agreement (Non Service Claim)

1. Vacancy Procedures:

CMS personnel and Local Chairman or Chairmen on each seniority district will meet for the purpose of reviewing procedures for filling vacancies. These procedures will be incorporated in a manual to be used by CMS crew callers and will conform to existing schedule rules, local agreements, practices and understandings. Thereafter, the parties will promptly confer at the request of either party to discuss appropriate changes in the procedures which may be mutually beneficial.

2. Crew Board Monitors - Printed Crew Board Display:

The Carrier will install an adequate number of display monitors at all locations where crew boards are maintained prior to time that the Crew Management System is put into effect on the Missouri Pacific Railroad (Proper) showing engineers what their standing on the board is and what vacancies exist. (Note: If monitors break down they must be put back in operation without undue delay.) At points agreed upon by the Local Chairmen and the Superintendent CMS printed display will be substituted for the display monitors. Printed records of the crew boards will be retained as required by applicable regulations or law. Records concerning the operation of the above-named records will be made available, upon request, to concerned Local and/or General Chairmen.

3. Telephone Service:

The Carrier will pay for telephone calls to employees when they are called to report for duty and for calls placed by employees from within their normal calling area to the crew dispatcher. The employees may list three telephone numbers where they will receive calls for duty and one of the numbers may be a beeper (paging number).

4. Code-a-Phone (or equivalent) Service:

There will be a phone number or numbers which engineers may call without expense to the Carrier and receive recorded information concerning the status of the crew board and train line-up. If at any location it appears a need exists for additional service, the matter will be investigated and determined by the Local Chairman and the Manager of CMS.

5. Recordings:

Employees will be notified by bulletin that all telephone conversations between crew dispatchers and employees will be recorded and retained by the Carrier for one year. The recording system will be operated so that once a telephone conversation begins, the entire conversation will be recorded. Pertinent excerpts from the recording concerning specific conversations will be furnished Local Chairmen upon request when accompanied by the name of the employee, date and approximate time the conversation is said to have taken place. If the recording is furnished on a cassette, it will be returned to the Carrier by the Local Chairman after it has served its purpose. Not hearing from you immediately to the contrary, we will assume the above correctly sets forth the understandings reached in conference.

Yours truly,

O. B. Sayers

March 6, 1984 CMS Agreement

Claim: Allow 130 miles account inaccurate AVR. When I tied up at (time) on (date) I was (#) times out on the (board ID). The (#) train on the line up was the (train ID) to be called at (time) on (date). I was actually called for the (train ID) at (time) on (date). This more than 4 hours (after or before) the line up showed I was to be called.

CMTS documents needed include Board Inquiry – “Working” showing how many times out you were at tie up and a Board Inquiry “Working” showing when you were called for your next tour of duty. You will also need a train line up for your pool when you tied up showing the train and call time for your next tour of duty.

Critical Incident (Peer Support) (Non Service Claim)

Yard or local - one days earnings. Road - one round trip. Allowed 1 to 3 days off. Must be authorized by Company officer.

Claim lost time for either one day or one trip account of being off for peer support account of critical incident while working the (train ID) on (date of incident).

Company policy

Displaced (Below is Article II & III of Agreement No. 1 of the Standing Bid, Temporary Lodging & Pool Regulation Agreement effective July 1, 2015)

ARTICLE II: Displacement Process/Reducing Positions

- A. An engineer who obtains displacement rights, must exercise this right within 48 hours of the time he/she is successfully notified.
 - (1) In the event the engineer is displacing to an assignment more than 30 miles from his/her current reporting point, the engineer will be required to notify Crew Management of his/her desire to displace to

the outlying point within the requisite (48) hours in accordance with Article X, Q&A 2 of the 1996 BLET National Agreement. It is understood this provision does not modify the additional (72) hours [to report] under existing agreement provisions. However, an engineer electing to report in advance of the (72) hours referenced herein will be required to inform Crew Management in advance when they will report.

- (2) A guaranteed extra board engineer who is displaced and subsequently exercises his/her seniority to another guaranteed extra board within (3) hours of the first attempted notification will not have his/her guarantee offset for the time so displaced.
 - (a) An engineer under Section A (2) above, will not lose his/her right to the guarantee "Bonus Day" provided there are no other disqualifying conditions.
 - (b) "First attempted notification" refers to all available phone numbers on file for contacting an engineer. The (3) hours will be measured from the time the last number is called (for the first time) by Crew Management. For engineers who are on-duty or at the away-from-home-terminal, the (3) hour measurement will begin upon tie-up at the home terminal.
- B. An engineer who fails to exercise his his/her displacement right within 48 hours will, seniority permitting, displace the junior most engineer in the Hub. It is understood the provisions of Article I, Section E will apply.
- C. When a reduction is necessary on a pool or extra board, the senior engineer(s) with a request on file to "be cut" will be reduced first. Absent any requests to be cut, the junior most engineer(s) will be reduced.

ARTICLE III: General Provisions

- A. For purposes of this Agreement an engineer will be considered successfully notified when one of the following occurs:
 - (1) Acknowledges notification via a Crew Dispatcher (excluding leaving a message).
 - (2) Acknowledges notification via the Automated Voice Response System (AVR).

- (3) Acknowledges notification via the CMTS Messaging System (i.e. portal, broadcast, email, or other electronic means).
- (4) An engineer who is at his/her home terminal, who is not in a laid off status, and who is not observing mandatory rest under the Hours of Service Law, will be considered as having been successfully notified of his/her displacement after the expiration of 24 hours from the first attempted notification.

This does not preclude the use of other communication means as they become available.

Laying off or working off the bump board does not extend this time after they notify you.

This is the order in which you bump:

- 1-You must bump the vacant turn
- 2-The youngest common man
- 3-The youngest not on his prior rights job
- 4-The youngest man on your own prior rights

[Article 10 per 1996 agreement](#)

Dropping Turns (Non Service Claim)

Claim 130 mile basic day account being marked up and available on my regular assigned (job ID) in the (pool) when CMS dropped (#) turns ahead of mine causing me to work before I should have, without proper rest.

Add translog of dropped job and board standings of pool for the date turns were dropped and copy of extra board translog that protects this pool for the date claimed.

[Article 2, 26, 40, short crew, personal leave, guaranteed extra board and CMS code-a-phone agreements](#)

Earnings – Make Whole (Used Off Regular Assignment) (Non Service Claim)

Pool engineers used in emergency or stepped up are considered to be augmenting the EXTRA BOARD. You are entitled to the roundtrip earnings of your turn – earnings include all arbitraries and runarounds. Claim earnings of your job or turn behind you that worked on the board if your turn is dropped.

Claim: I am claiming the difference of earnings account I was used in emergency or stepped up to work the (train ID) called for (time) on (date). The job I worked paid (amount) for the day or round trip. I am assigned to the (board ID) on turn (ID). My job worked the (train ID) called for (time) on (date) and paid (amount) for the day or trip. Allow difference of (amount) as make whole. Engineer (name) was used on my turn.

Earnings – Make Whole (Lost Time) (Non Service Claim)

This Claim would be for lost earnings account not working your regular assignment account having to attend rules class, company business, etc. On 10/30/14 we entered into an agreement concerning “make whole” provisions on those territories where trip rates have been implemented for through freight runs. Flat rate amounts for lost time were implemented establishing set dollar amounts to be used for “make whole” payments. Those amounts established are subject to all future General Wage Increases (GWI) and Cost of Living Adjustments (COLA).

Allow Make Whole account (list reason). I am regular assigned to the (Board ID) turn (ID). My job was called for the (train) at (time) on (date). It was worked by engineer (name). Allow the make whole flat rate for the (board ID). Please refer to my work history and train history of my assignment.

Article 12, Section I (d)

EARNINGS (NOT USED ON ASSIGNMENT) (Non Service Claim)

This claim would be for a job annulled like a local on a Holiday. Under the Guarantee Rule language you could claim lost time if you have been marked up the entire month. ***Claim (bulletin miles) account I was not used on my regular assignment through no fault of my own. I am regular assigned to the (job ID) at (location) my scheduled on duty time was (time) on (date). I was marked up and available the entire month as required by this rule.***

Earnings (Time & Half) (Claim made on working time slip)

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

Article 11

Engineer Instructors (Claim made on working time slip)

Road engineers with student engineer = \$28.00

Yard engineers with student engineer = \$14.00

1996 UP – BLE on property system agreement

Federal Rest Claims

Below you will find sample claim language put together to assist members in claiming time for guarantee denied on extra boards and work opportunity lost on regular bulletined assignments associated with the implementation of the RSIA in yard, local, TSE and work train service. The language in **bold red** below should be replaced with the appropriate circ-7, board id, monetary amount, date and time applicable to the claim that is being filed. It is imperative that this information be captured along with a copy of your payroll print out from the half involved for the claim to properly documented.

EXTRA BOARD GUARANTEE DENIED (SIX CONSECUTIVE STARTS-RSIA REST)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the MX001 XE05 from 07/16-07/31. Claimant was required to initiate 6 consecutive on duty periods between 07/18-07/23, tying up at the HT at 1500 07/23. Per the rest requirements contained in HOS, claimant was not rested to work until 1500 07/25. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from 0100 on 07/24 to 1500 on 07/25. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned \$3000.00. Please allow \$456.78 DIP.

EXTRA BOARD GUARANTEE DENIED (SEVEN CONSECUTIVE STARTS-RSIA REST)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the MX001 XE05 from 07/16-07/31. Claimant was required to initiate 7 consecutive on duty periods between 07/18-07/24, tying up at the HT at 1500 07/24. Per the rest requirements contained in HOS, claimant was not rested to work until 1500 07/27. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from 0100 on 07/25 to 1500 on 07/27. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned \$3000.00. Please allow \$456.78 DIP.

EXTRA BOARD GUARANTEE DENIED (RSIA MONTHLY 276 HOUR LIMITATION)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the MX001 XE05 board from 07/16-07/31. Claimant was required to amass **276** service hours for the month of **July** tying up last at 1500 07/27. Per the rest requirements contained in HOS, claimant was not rested to again work prior to 0001 08/01. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from 0100 on 07/28 to 2359 on 07/31. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned \$3000.00. Please allow \$456.78 DIP.

EXTRA BOARD BONUS DAY DENIED (CONSECUTIVE STARTS-REQUIRED RSIA REST)

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the MX001 XE05 board from 07/16-07/31. Claimant was required to initiate 6/7 consecutive on calendar days between 07/18-07/24, tying up at the HT after the 6/7 start at 1500 on 07/24. Per the rest requirements contained in HOS, was not rested under the HOS to again work until 1500 on 07/27. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from 1500 07/24 to 1500 07/27. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MPUL GEB Agreement. Claimant earned \$3000.00. Please allow \$456.78 DIP.

DENIED WORK OPPORTUNITY DUE TO RSIA RESTRICTIONS (6 DAY REGULAR ASSIGNMENT)

Claim is submitted without prejudice to the Organization's position that the violation constitutes a major dispute under the RLA. Claimant was regularly assigned to the **MX001 AE30** board from **07/16–07/31**. The **MX001 AE30** board protects the **LSH55 tri-weekly local** between **MX001-XD024** and is bulletined to work 6 days per week **M-SA** with a start time of **0700** at both terminals. Claimant had 6 calendar day starts **07/16** through **07/21**, tying up at **MX001** at **1500** on **07/21**. Per the HOS as amended, he could not perform service until **1500 on 07/23**. Claimant missed work on the **LSH-55** on **07/23** and **07/24**. Please allow claimant **\$620.00 total lost** earnings of his regular assigned **LSH55** on **07/23** and **LSH55** on **07/24**.

DENIED WORK OPPORTUNITY DUE TO RSIA RESTRICTIONS (7 DAY REGULAR ASSIGNMENT)

Claim is submitted without prejudice to the Organization's position that the violation constitutes a major dispute under the RLA. Claimant was regularly assigned to the **MX001 AE12** board from **07/16–07/31**. The **MX001 AE12** board protects the **LSV03 TSE** bulletined to work 7 days per week **with a start time of 0700**. Claimant had 6 calendar day starts **07/16** through **07/21**, tying up at **MX001** at **1500** on **07/21**. Per the HOS as amended, he could not perform service until **1500 on 07/23**. Claimant missed work opportunities on the **LSV03** on **07/22** and **07/23**. Please allow claimant **\$620.00** total lost earnings on **07/22** and **07/23** on the **LSV03**.

Guaranteed Extra Board Not Being Regulated Properly (Non Service Claim)

This claim is for the Guaranteed Extra Board not being manned as required by the formula contained in the Guaranteed Extra Board Agreement

Claim 130 miles basic day penalty account the (Board ID) was not properly manned sufficiently per Attachment "B" of Memorandum of Agreement dated March 28, 1989 as Modified and Amended by the Modification of the Guaranteed Extra Board Agreement dated June 6, 1996, and Letters of Understanding dated October 22, 1997, and other applicable agreements.

Note: This claim is valid for any pool protected by this extra board as well as the extra board and or supplemental board. You will need to put in a claim for each and every day of the half you are marked up and the board is run short. Do not put in this claim for days you are unavailable for service.

Holiday Pay (Non Service Claim)

Yard jobs pay time and one half when worked on company recognized holiday in addition to holiday pay or a basic day if job is cancelled account of legal holiday. You must qualify for Holiday Pay in order to receive the time and one half payment.

[Article 23 section 1](#)

Hours of Service Relief (Non Service Claim)

St. Louis to Dexter: Engineers in this pool shall under normal conditions be confined to through freight service between St. Louis and Dexter, and will not be inducted into other service off the Chester Sub which is not connected with pool freight service in that corridor. Hours of Service relief of trains operating St. Louis to Dexter may be protected by the extra board at Dexter if the train has reached Illmo or beyond. If the extra board is exhausted, an away-from-home engineer may be used, and will thereafter either be deadheaded home or placed first out for service on his rest. Such trains which have not reached Illmo shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains in this pool operating from Dexter to St. Louis may be protected by the extra board at St. Louis if the train has reached Illmo or beyond; otherwise, a rested away-from-home terminal engineer at Dexter shall be used on a straightaway move to provide such relief.

Dexter to Memphis: Hours of Service relief of trains in this pool operating from Dexter to Memphis shall be protected by the extra board at Memphis if the train has reached Wynne or beyond. If this extra board is exhausted or no longer in existence, an away-from-home terminal engineer may be used and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Wynne shall be protected on a straightaway move by a home terminal pool engineer at Dexter. Trains operating Memphis to Dexter may be protected by the extra board at Dexter if the train has reached Jay Siding or beyond (on the former SSW) or Corning (on the UP Hoxie Subdivision); otherwise, a rested away-from-home terminal engineer at Memphis may be used to provide such relief. If none rested and available, a home terminal pool engineer at Dexter may be used in turnaround service to provide such relief, and when so used, will be placed first out on his rest for additional service.

St. Louis to Jefferson City: Hours of Service relief of trains in this pool operating from St. Louis to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Hermann or beyond. If the extra board is exhausted, an away-from-home terminal engineer may be used and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Hermann shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains in this pool operating from Jefferson City to St. Louis may be protected by the extra board at St. Louis if the train has reached Washington; otherwise, a rested away-from-home terminal engineer at Jefferson City shall be used on a straightaway move to provide such relief.

Salem to Dexter: Hours of Service relief of trains operating Salem to Dexter may be protected by the extra board at Dexter if the train has reached Illmo or beyond. If this extra board is exhausted, a rested away-from-home terminal engineer may be used, and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Illmo shall be protected on a straightaway move by a home terminal pool engineer at Salem. Hours of Service relief of trains in this pool operating Dexter to Salem may be protected by the extra board at Salem if the train has reached Benton (MP303) or beyond; otherwise, an away-from-home terminal engineer at Dexter shall be used on a straightaway move to provide such relief. If none rested and available, the Salem extra board may be used beyond Benton.

Zone 2 - St. Louis/East St. Louis/Dupo to Chicago via Pana (not including Chicago Terminal Complex)
Pekin) St. Louis/East St. Louis/Dupo to South Pekin (not including South St. Louis/East St. Louis/Dupo to Bloomington (not including Bloomington))
Salem to Chicago via Villa Grove (not including Chicago Terminal Complex)

- (1) Hours of Service relief of trains operating St. Louis to Bloomington may be protected by the extra board at Bloomington, if in existence, if the train has reached Ridgley or beyond. If no extra board exists, such relief may be provided by a rested away-from-home engineer at Bloomington, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Ridgley shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating Bloomington to St. Louis may be protected by the extra board at St. Louis if the train has reached Ridgley or beyond; otherwise, a rested away-from-home engineer at Bloomington shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used beyond Ridgley.
- (2) Hours of Service relief of trains operating St. Louis to S. Pekin may be protected by the extra board at S. Pekin, if in existence, if the train has reached Virden siding or beyond. If no extra board exists or it is exhausted, such relief may be provided by a rested away-from-home terminal engineer at S. Pekin, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Virden siding shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating S. Pekin to St. Louis may be protected by the extra board at St. Louis if the train has reached Virden siding or beyond; otherwise, a rested away-from-home engineer at S. Pekin shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used beyond Virden siding.
- (3) Hours of Service relief of trains operating St. Louis to Villa Grove may be protected by the extra board at Villa Grove, if in existence, if the train has reached Findlay Junction or beyond. If no extra board exists or it is exhausted, such relief may be provided by a rested away-from-home terminal engineer at Villa Grove, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Findlay Junction shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating Villa Grove to St. Louis may be protected by the extra board at St. Louis if the train has reached Findlay Junction or beyond; otherwise, a rested away-from-home engineer at Villa Grove shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used

- beyond Findlay Junction.
- (4) Hours of Service relief of trains operating in ID service between St. Louis and Chicago or between Salem and Chicago shall be provided as set forth in Arbitration Award No. 553.

St. Louis Hub Agreement

If you are called to do hours of service relief for a train that should be protected by another pool or extra board claim the following:

Allow 130 miles penalty account called to do hours of service relief for the (train ID) at (location). The St. Louis Hub Agreement is very specific as to how hours of service relief is to be handled in the (board ID) freight pool. This work should have been performed by the (extra board or freight pool). Instead I was called to protect the work in violation of the St. Louis Hub Agreement. Include train BU, train list, copy of board standings for the pool or extra board that should have protected the assignment. This is also a claim for the engineer who should have been called for the work. It is a big help to forward a copy of the information you have to the engineer who stood for the work but was not called so that he/she can also turn in a claim.

2009 ST Louis Hub Hours of Service Agreement:

This is in reference to the parties' previous discussions concerning trip rates And through freight crews performing multiple hours of service relief or turn around service at the home or away from home terminals.

Prior to the implementation of trip rates and as it relates to compensation for service out of the away from home terminals, various practices developed or evolved across the system on how through freight crews were handled at the away from home terminal after performing multiple hours of service relief at those locations where no extra board is available. These practices were not consistent and have resulted in some confusion. With respect to multiple hours of service relief and turn around service at the home terminal when performed by pool crews the parties, by this agreement, recognize that such service should be primarily performed by the extra board at the location, but that pool crews may be called upon to perform such service if the extra board is exhausted, and will be paid in accordance with this agreement.

Accordingly, in order to ensure a more proper application of the agreement and achieve consistent results, the parties have agreed that at all locations within the agreed to boundaries of the St. Louis Hub, with the exception of pool crews assigned to Pool 1, crews may perform multiple hours of service relief or turnaround service at both their home and away from home terminals, subject to the conditions as expressed herein.

At both the home and away from home terminal, pool crews called for and perform multiple hours of service relief or turnaround service will receive one (1) trip rate applicable to the pool for this service. At completion of this service, crews at the away from home terminal will be deadheaded home on continuous time. Such crews will be

compensated an additional trip rate for this deadhead. Pool crews performing multiple hours of service relief or turnaround service under this Letter of Understanding will not be tied back up at the away from home terminal except for hazardous weather related conditions or service interruptions.

Crews at their home terminal, after performing multiple hours of service relief or turnaround service, may either work or be deadheaded to the away from home terminal on continuous time and will be compensated an additional trip rate for either working or deadheading to the away from home terminal. Home terminal crews may also be tied back up for rest at the home terminal. If tied up at the home terminal, pool crews will be paid two (2) trip rates for all service performed.

At the away from home terminal, if Carrier provided transportation does not arrive at the on/off duty point to start the deadhead within (1) hour from the time the crew arrived back at the on/off duty point from performing multiple hours of service relief or turnaround service, a separate payment on a minute basis will be allowed for all waiting time in excess of one (1) hour until the arrival of the Carrier provided transportation to the on/off duty point.

To the extent this agreement may conflict with any other agreement, this Agreement shall apply to the exclusion of the other.

Hours of Service (Rest and Calling Time)

Per the RSIA language engineers will receive 10 hours of undisturbed rest (UR) after being on duty for 12 hours or less. If you are on duty in excess of 12 hours of service you will receive 10 hours of undisturbed rest (UR) plus additional rest on a minute per minute basis for all time on duty after the hours of service until tie up. For example if you are on duty 12 hours 46 minutes you will receive 10 hours and 46 minutes of undisturbed rest.

[Article 30, RSIA](#)

Inward Facing Cameras on Locomotives (Non Service Claim)

Claim of Locomotive Engineer (Name) for one (1) day's pay at the applicable rate for being required to operate a locomotive that was equipped with an inward-facing camera installed and intended to make a video record of in-cab crew activity, and thereby being subjected to the creation of such video record. The locomotive was (locomotive identification) and I was required to operate said locomotive on (date of claim), from (time started operating the locomotive) until (time stopper operating the locomotive). Installation of these cameras is a violation of Article XVII Section 3 of the May 19, 1986 Arbitration Award 458.

JURY DUTY (Non Service Claim)

Claim earnings of regular assignment for jury duty on the following dates (list dates)

You must follow your job/turn # 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 a copy of the non service claim and fax to UP at 8-997-2125.
[Article 15 of the 1995 Agreement](#)

Laying off for miles

If assigned to a regular turn and have worked **3800** miles in a calendar month or you are on the extra board and have worked **3400** miles in a calendar month you may lay off miles(LM) **Note If you do this you must stay off the remainder of the month.** If CMS does not allow you to lay off miles note the time date and caller ID & ask this refusal to be added to your work history. Claim 130 miles basic day penalty for each of the remaining days in the month.

Claim: Allow 130 miles basic day penalty account CMS not allowing me to lay off miles. I have accumulated (total miles) for the (month of) and requested to lay off miles this day and was refused by CMS in direct violation of the National Agreement.

Make Whole (Non Service Claim)

If an engineer is used in emergency or works overtime and is not rested to work their regular assignment the engineer would be entitled to regular assignment earnings.
[Article 6](#)

Claim total earnings of assignment for day not used.

Local & Road switcher other class of service (Claim made on working time slip)

When working a Local and are required to perform in another class of service (not part of regular assignment) such as helper service, hours of service relief, or side trip off assigned territory claim a basic day compensation as penalty. When working a TSE and you are required to go off of assigned limits claim actual time or miles whichever is greater for the time out of limits. When working a TSE and you are required to go off assigned limits after being on duty 8 hours or more claim a new day from the time you went off assignment.

[Article 6, Section 6 \(c\)](#)

Claim 100 miles penalty account working another class of service not part of my regular assignment. I am regular assigned to the (job ID) at (location) on duty at (time). While working this assignment I was instructed by (name – dispatcher/manager) to (describe event – hours of service relief, etc.) in violation of the agreement.

Peer Trainers (Non Service Claim)

Peer Trainer pay is \$354.78 per day (as of January 1, 2015) subject to all future general wage or cost of living adjustments. **Does not affect TPA.** (Peer Training is considered highest paying job you can hold)

1996 UP – BLET On Property Agreement as amended by the 2009 Peer Trainer Modification Agreement

Claim pay for the days if less than a complete half or a complete half on an =PE showing the amount due plus any expenses like auto mileage if applicable.

Personal Leave Days (Auto-Pay)

Section 1

Employees in road freight service covered by this Agreement and not covered by the National Paid Holiday Rules shall be provided with personal leave days on the following basis:

Years of Service	Personal Leave Days
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

Section 2

No employee covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

Section 3

(a) Personal leave days provided in Section 1 shall be scheduled with the approval of the proper carrier officer upon forty-eight (48) hours' advance notice from the employee.

(b) The employee will be paid one basic day at the rate of the last service performed for each personal leave day.

(c) Any personal leave days provided for herein that are requested but denied by the carrier and not subsequently rescheduled during the calendar year or the first quarter of the following calendar year shall be paid at the rate specified herein. Personal leave days carried over into another year

because requested time off was denied by the carrier shall not be bought out.

(d) To qualify for personal leave days in any given calendar year, the employee must have been credited with at least 150 days for work during the preceding calendar year.

Section 4

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

Section 5

This Article shall become effective on January 1, 1997 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to

personal leave days and so notifies the authorized carrier representative on or before such effective date. Basic day paid at rate of last service performed. Automatic mark-up

is 24 hrs from time requested/granted by CMS. Mark up is allowed before the expiration of 24 hours.

Personal Leave Day Agreement as amended by the 1996 National Agreement. Effective February 13, 2013 the Personal Leave Day Agreement was amended to include the following:

Personal Leave Banking/Buyout Plan

Section 1: Banking Personal Leave Days

A. Effective with the date of this Settlement, engineers working within the jurisdiction of the BLET Central Region General Committee of Adjustment will be immediately provided with a personal leave day banking arrangement. The following questions and answers will describe the personal leave banking program.

Q-1. How does an engineer advise the Carrier of his/her desire to bank personal leave days?

A-1. Unused personal leave days or days not approved will automatically be banked on December 31st if the engineer is assigned to a job that qualifies for personal leave at the end of the year when the banking occurs. If, on December 31st the engineer is assigned to a job that does not qualify for personal leave days the engineer must contact Timekeeping by March 15th of the following year to request that any remaining unused personal leave days are banked.

Q-2. How is the banking of personal leave days affected for an engineer who was ' on an extended leave or otherwise in an inactive status for a significant part of the current year.

A-2. Any extended leave or period of inactive status over six months (180 days) in the aggregate shall be handled by reducing the number of personal leave days available to be banked on December 31 st by the number of holidays which occurred during the period(s) of the extended leave or inactive status in addition to the number of actual personal leave days taken and/or paid holidays or holiday opportunities. However, the above reduction due to period(s) of extended leave or inactive status will not cause the number of personal leave days available to be banked to go below five (5).

EXAMPLE: On January 1st Engineer Jones is credited with eleven (11) personal leave days. During the year he is on a leave of absence for seven months during which four (4) recognized National Holidays occur. Upon return from leave Engineer Jones takes three (3) personal leave days prior to the end of the year. On December 31st only three of the four holidays that occurred during his leave will be used to reduce his personal leave days and he will be permitted to bank five (5) days.

NOTE: For the purpose of this Settlement the term "holiday opportunities" as used in Q&A #2 and #13 is defined as any and all holidays where an engineer would have otherwise qualified for holiday pay but for reasons of his own unavailability failed to qualify under the applicable rules governing holiday pay

Q-3. Once personal leave days are banked, when may an engineer use them?

A-3. Banked personal leave days may only be used at retirement, resignation, extended leave, death or catastrophic personal or family occurrence. Beginning in 2015, banked days will also be subject to be cashed out pursuant to Section 3 hereof.

Q-4. How many days may an engineer put in the bank?

A-4. 200 days.

Q-5. Assuming an engineer has banked personal leave days, will his/her estate be paid for the banked days upon the engineer's death?

A-5. Yes.

Q-6. Assuming an engineer has begun an extended leave just prior to a general wage increase, will all personal leave days taken be paid at the rate of the last service performed or will the rate be increased when the general wage increase goes into effect.

A-6. No. Payment will be at the rate of the last service performed.

Q-7. May the Carrier unilaterally buy down an engineer's banked personal leave days?

A-7. No.

Q-8. What rate of pay will be used for banked personal leave days?

A-8. Payment will be at the rate of the last service performed.

Q-9. An engineer is entitled to 7 personal leave days during the year. The engineer requests 2 personal leave days May 14 but that request is not approved. Are those 2 days automatically banked, or may the engineer request them again later in the year?

A-9. Those 2 personal leave days may be requested again during the year.

Q-10. May an engineer donate banked personal leave days to another employee?

A-10. If there is an agreement covering the donation of personal leave days to another employee in effect, engineers may donate banked days in accordance with that agreement.

Q-11. May banked personal leave days be used by an engineer who is assigned in service covered by the paid holiday rules?

A-11. Yes, if the reason for such use meets the requirements in Q&A #3.

Q-12. May an engineer request payment for banked days in excess of the time off work, e.g., the engineer takes fourteen (14) days off for Family Medical Leave and requests to be paid for twenty-five (25) banked days?

A-12. The number of banked days used should not exceed the number of days off work. However, this would not preclude the use of a greater number of banked days in extraordinary circumstances when both the engineer and the Company representatives agree.

Q-13. An engineer qualified for personal leave days works in holiday covered service through October 31st and then moves to road freight service not covered by paid holiday rules. Will the engineer be able to take personal leave days during November and December?

A-13. Yes, but the engineer's annual entitlement of personal leave days would be reduced by paid holidays or holiday opportunities during the period the engineer was working in service covered by the paid holiday rules.

Q-14. How does an employee's craft assignment on December 31st affect the treatment of unused personal leave days from that calendar year?

A-14. If the employee is an engineer on the last day of the year, any unused personal leave days from that year are banked. If the employee is working in another craft on the last day of a year, any unused personal leave days from that year will be handled in accordance with the agreement governing that craft. For example, if the employee is working as a trainman, and the agreement governing trainman contains a provision for carry-over of unused personal leave days, any unused days will be carried over in accordance with the terms of the trainmen's agreement.

Q-15. If an employee has carry-over personal leave days under a UTU CBA, and is set up as an engineer, will the employee be eligible to take the carry-over days?

A-15. Yes, prior to any UTU CBA carry-over expiration date.

Q-16. What happens to any 2012 personal leave days that were carried over into 2013 under the BLET-CBA?

A-16. Existing rules concerning the use of carry-over personal leave days by the May 1st cut-off date continue to apply. Personal leave days earned prior to January 1, 2013 will not be subject to banking.

Q-17. If any engineer worked the entire calendar year on assignments covered by the paid holiday rules, would such engineer's unused personal leave days for that year be banked at year end?

A-17. The engineer has no personal leave days to bank because the engineer was covered by the paid holiday rules throughout the year.

Q-18. When an engineer uses banked days, will the payment for such days be included in the calculation of 1/52 vacation pay for the subsequent calendar year?

A-18. Yes, but only those banked days paid pursuant to the reasons expressed in Q&A tt3. Banked days paid pursuant to Section 3 hereof will not be included in the calculation of 1/52 vacation pay.

Q-19. Can the lump-sum payment for banked personal days be used to offset any labor protection?

A-19. No. Similarly, any lump-sum payment of banked personal leave days will not be included as compensation in the test period average (TPA) calculation under any protective arrangement.

Q-20. If an extra engineer uses banked personal days during an otherwise unpaid absence, will such engineer be considered "on the board" for guarantee purposes?

A-20. No.

Q-21. Can a banked day be used for rest/layover day compensation?

A-21. No.

Q-22. May an engineer be paid one or more banked personal leave days for a day on which the engineer is already being compensated, e.g., takes three (3) days of paid bereavement leave and also requests to be paid for three (3) banked personal leave days?

A-22. No.

Q-23. May an engineer use a banked personal leave day to offset unpaid days under the National Bereavement rule (e.g., absent 3 days but only compensated for 2 days because engineer only stood to have worked 2 of those days)?

A-23. Yes. However, current year personal leave days, if available, must be used prior to using banked days. Further, any use of banked days will be subject to the conditions cited in Q&A #3.

Section 3— Option to Sell Banked Personal Leave Days

A. Effective January 1, 2015, engineers working within the jurisdiction of the BLET Central Region General Committee of Adjustment who have banked personal leave days pursuant to this Agreement may, at their election, "cash out" or sell all or a portion of their banked personal leave days. The following shall govern in the exercise and administration of this option:

1. Engineers who desire to cash-out or sell their banked personal leave days must submit a formal written request to UP's Timekeeping bureau between February 1 and March 15 of each year. Engineers may make one (1) irrevocable request pursuant to this Section 3 annually. In administering this Paragraph (1), all requests must be received by Timekeeping with the February 1 — March 15 time frame each year. Requests submitted or received prior to February 1 or after March 15 each year will not be accepted or processed.

2. Payment for banked personal leave day(s) requested by an engineer to be cashed-out or sold will be made at the current applicable rate based on the engineer's last service performed immediately prior to the date he or she submits his or her request for cashing-out or selling of his or her banked personal leave day(s).

3. Payments made pursuant to this Section 3 will be made to the employee by no later than May 1 (approximately 45 days) of the current year.

Section 4 In Lieu Payment for Unused Personal Leave Days in the Current Year

A. Upon retirement or voluntary resignation, engineers in active service at time of their retirement or resignation will be paid at the applicable rate of service last performed in lieu of any unused personal leave days, including, if applicable, any carryover personal leave days, they may have remaining at the time of their retirement or resignation. This payment will be made only to such engineers eligible or entitled to receive personal leave days under controlling Agreement provisions.

NOTE: It is not the intent of this Section 4 to provide personal leave days or payment therefore to engineers who are not entitled or eligible to receive personal leave days — e.g., engineers holding assignments on which they are not eligible to receive personal leave days (i.e. jobs covered by holiday pay rules).

B. Any unused personal leave days will be paid in lieu to the estate of deceased engineers who were in active status as an engineer at the time of their death.

Section 5 — General

A. Nothing in this Article II is intended, nor shall it be interpreted, to increase an engineer's entitlement to holiday pay or personal leave days or to otherwise increase their maximum entitlement thereto beyond that provided in existing Agreement provisions.

B. It is not the intent of this Article II to alter in any manner existing Agreement provisions and practices governing the determination of entitlement to or payment of personal leave days or holiday pay.

PHYSICAL EXAM, SAFETY MTG, INVESTIGATION (Non Service Claim)

Claim full lost earnings in the amount I would have earned, with a minimum of a basic

day for attending physical exam, safety meeting or investigation, at the request of the carrier on (date).

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

Pilot Service

When called for pilot service you will get your own tie up screen in the CMTS system. A pilot is entitled to all earnings of the engineer on the job he is called to pilot.

Article 16, UP – BLE System

POOL FREIGHT REGULATION

(Below is Article I, II & III of Agreement No. 3 of the Standing Bid, Temporary Lodging & Pool Regulation Agreement effective July 1, 2015)

ARTICLE I: Pool Board Regulation

A. Regulation and Adjustments

- (1) Pool freight boards (ID and non-ID) will be regulated on starts. Starts are defined as any terminal to terminal run whether working or deadhead, deadhead/combined with service, “flips”, or turn-around, and whether performed by a made-up or an assigned turn in the pool.
 - (a) Monthly start bands for existing runs will be based on the current mileage parameters of the run. Attachment A to this Agreement (for purposes of implementation) lists the freight pools and their associated start bands.
 - (b) New runs established after implementation will be governed by this Agreement. The parties will jointly determine the monthly starts band based on the one-way mileage of the new run. It is understood that for initial implementation of a new run, the starts band should be commensurate with pre-existing pools with similar mileage and operational characteristics.
 - (c) “Flips” (a turn operating to and from the away-from-home terminal during a single tour of duty) or trips paid the equivalent of two trips will count as two (2) starts for purposes of regulation. It is understood hours of service relief performed in accordance with the 2009 Agreement, will continue to count as one (1) start for purposes of regulation.

B. Pools shall be regulated as follows:

- (1) Pools will be regulated on a weekly basis (Tuesdays) with a twenty (20) day check period (look-back) from the previous two days (i.e. Sunday).
- (2) Pools shall be adjusted no more than once per week and adjustments (additions/reductions to the pool) will only be made if a pool is operating outside of its specified start band as listed on Attachment A (or as modified by Article II herein). The adjustment will be made to the mid-range of the specified start band of the pool.

- (3) The prorated monthly starts of a pool shall be calculated by multiplying the number of starts during the check period by 1.5 and then dividing this number by the total number of assigned turns. The monthly starts band is subject to adjustment in accordance with Article II herein.
- C. The parties recognize there will be circumstances such as reroutes, derailments, scheduled track maintenance, weather, holiday slowdowns/shutdowns, etc., that may cause abnormal fluctuation in a pool. In these instances, the parties will work together to ensure operational obligations are met and the assigned engineers are afforded work opportunities proportionate to the measurements and objective standards set forth in Article II herein.
- Example: Due to an abnormal influx (or absence) of traffic operating over a particular pool's run, the parties may elect to use a 10 day check period (look-back) to minimize the long term effect of the traffic variability.
- D. It is understood this Article does not establish any type of pool guarantee or assured earnings. Nor does this Article infer or mandate any type of "shop average" work minimums or attendance standards/expectations.

ARTICLE II: Implementation and Adjustment of Start Bands

- A. The regulation method outlined in this agreement is intended to meet operational obligations, achieve manpower stability, provide consistent work opportunities, and provide appropriate measures to reduce fatigue experienced by MPUL engineers. The monthly start band range for a pool will be subject to adjustment once every 30 days by taking into account the following measurement criteria:
- (1) Weekly up/down adjustments
 - (2) Average time off between on duty starts for assigned engineers in the pool.
 - (3) Number of made-up turns in a pool
 - (4) Number of dropped turns in a pool
 - (5) Trains held for engineers
 - (6) Variability of work opportunities for pool turns month to month
 - (7) Protection of pool turn assignments by the permanently assigned engineer

- B. To ensure the long-term success of this Agreement, the parties commit to establishing baseline measurement criteria by which a pool may be reviewed. It is understood this does not serve to automatically trigger adjustment to the starts band range and any adjustment will be mutually agreed to by the General Chairman and Crew Management. During the one (1) year transition period this process will also include the Director, Labor Relations.
- C. The parties understand that the start bands listed in Attachment “A” reflects a starting point in regulating freight pools and will be subject to adjustment as set forth within this Article.

Attachment “A” to Agreement No. #3

<u>Pool</u>	<u>Basic Pool Miles</u>	<u>Start Band</u>
St. Louis – Dexter	189	21-23
St. Louis – Jefferson City	133	23-25
St. Louis – Villa Grove/Bloom./So. Pekin	159	21.5-23.5
St. Louis – Joliet determined)	258	(to be
Dexter – Memphis	178	19.5-21.5
Villa Grove – Chicago	132	22-24
Salem – Dexter	174	20-22
Salem – Villa Grove	130	23-25
Salem - Chicago 17.5	235	15.5-

TEMPORARY Lodging

(Below is Article I & II of Agreement No. 2 of the Standing Bid, Temporary Lodging & Pool Regulation Agreement effective July 1, 2015)

ARTICLE I: Temporary Lodging

- A. Effective with the date of implementation Engineers who, as a result of their seniority are forced to protect service at locations 100 miles or more from the switching limits of their assigned home terminal (the initial location from which they were forced) will be afforded temporary lodging as set forth herein.

NOTE: Force assignment between Alexandria (C 525) and/or Monroe (C 625) and Saint Louis (MX001/C 015) and/or Salem (ZC252) will be considered an exception to the 100 miles or more requirement set forth in Section A above.

B. Eligibility

- (1) The engineer must be forced to a new position (e.g. adding positions/turns to a pool or extra board) assigned by Crew Management from their assigned home terminal (as determined by their place of residence on their personnel record). This provision excludes engineers exercising their displacement rights in accordance with Agreement No. 1, Article II.

NOTE: For purposes of this Agreement and to be eligible for temporary lodging, an engineer will be considered “force assigned” when by virtue of his/her seniority he/she would otherwise be forced to displace the junior most engineer at an outlying location meeting the mileage parameters herein.

- (2) Upon successful notification of the assignment to which forced, the engineer must report within (48) hours.
- (3) The eligible engineer will be required to check out on assigned rest days, when observing personal leave and/or vacation days, federally required off days (FR or FZ), working to an Away-From-Home-Terminal (AFHT), or laid off for any other reason (excluding compensated “other company service” at the location where force assigned).
- (4) This Article **will not apply** to an engineer who voluntarily exercises his/her seniority to other locations or outlying points.
- (5) This Article **will not apply** to an engineer who fails to return to his/her “home terminal” at the first available opportunity unless otherwise outlined herein.
- (6) This Article **will not apply** to an engineer who is subsequently cutback to train service and elects to remain at the location force assigned as an engineer or forced assigned as a trainman.

ARTICLE II: General Provisions

- A. The maximum number of stays will not exceed a combined total of (75) in a calendar year. Nor will this number “reset” each time an engineer is forced from his/her home terminal.

- B. An engineer who improperly charges the Carrier for lodging will be held accountable for the full amount incurred by the Carrier up to and including full reimbursement for the improperly charged lodging expense. It is further understood an engineer identified under this Section will not be exempt from disciplinary action.

USED OUTSIDE 25 MILE ZONE YARD - SWITCH ENGINE YARD CREWS

(a) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

(i) Bring in disabled train or trains whose crews have tied up under the Hours of service Law from locations **up to 25 miles outside of switching limits.**

(ii) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the hours of service law and are being brought into the terminal by those
Art. 15 Yard Service

St. Louis Terminal:

1. All UP, SSW and SPCSL operations within the new St. Louis terminal limits shall be consolidated into a single operation. The terminal includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP/SSW/SPCSL road crews may receive or leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement including national agreements. The carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.
2. All yard assignments operating within the St. Louis terminal shall be considered zone 1 assignments for purposes of the application of article ii hereof.
3. All up, SSW and SPCSL rail lines, yards and/or sidings within the St. Louis terminal will be considered as common to all engineers working in, into and out of St. Louis, interchange rules are not applicable to intra-carrier moves within the terminal.
4. Terminal limits for the consolidated St. Louis terminal are as follows:

<u>UP</u>	<u>Mile Post</u>
DeSoto Subdivision	10.8
Sedalia Subdivision	8.0
Chester Subdivision	9.16
St. Louis Subdivision (former CNW)	144.0
Pana Subdivision	273.7

<u>SSW</u>	<u>Mile Post</u>
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Eldon Line 19.0

SSW terminal limits shall be established as shown above.

<u>SPCSL</u>	<u>Mile Post</u>
Springfield Subdivision	252.1

SPCSL terminal limits are established by this Agreement.

- D. At all terminals the Carrier will designate the on/off duty points for all road engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.
- a. In view of the close proximity thereof, the yard offices at the Alton and Southern (A&S) and Dupo shall be considered interchangeable as on/off duty locations for road crews in through freight service. Home terminal engineers will be advised at time of call which of these facilities they should report to for commencement of service. Engineers arriving at St. Louis on their return trip, if not yarding their train and tying up at the same office where they reported on their outbound trip, shall be transported to said original reporting location (A&S or Dupo). Engineers so transported shall remain on duty and under pay for the service trip until they have arrived and tied up at said original reporting location. In addition, they shall be paid thirty (30) minutes at the basic pro rata through freight rate, separate and apart from the service trip.
- E. In all of the zones, when local, work, wreck, HOS relief or other such road runs are called or assigned which operate exclusively within the territorial limits of one of the zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one zone contemplated by this Agreement, it will be protected by engineers in the zone in which such service is home terminalled.

If not notified where to report at time of call (A&S or Dupo) in St. Louis

(Non Service Claim)

Claim 130 miles penalty account I was not notified at time of call where to report for duty, A&S or Dupo, per the St. Louis Hub Agreement. I was called for the (train) while working the MX001 (Board ID) at (time) on (Date). Include as documentation your trip slip, FRA tie up showing on duty location and train BU. St. Louis Hub Agreement

Road/Yard movements (Non Service Claim)

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

Claim a basic day when required to do other yard service.

Storm Windows (Claim made on working time slip)

It is mutually understood and agreed that yard engines at St. Louis will be equipped with storm windows as follows:

Yard engines will be provided with storm windows on the engineer's side between October 1 and March 31 each year.

When units are changed or rotated from road service, the engines shall be so equipped within 24 hours of arrival.

When yard engines which have previously been equipped with a storm window are reported as not having same, they shall be so equipped within 24 hours of arrival.

The above shall be effective February 22, 1989, and may be cancelled upon ten (10) days written notice by either of the signatory parties.

This will confirm the understanding reached concerning the handling of storm window claims.

When a claim for 100 miles is received, research has been completed and it is determined to be valid, an allowance of 2'00" at the pro rata rate will be made to the claimant under the terms of the understanding reached February 22, 1989. It will not be necessary to decline the balance of the claim.

This applies only to claims where an allowance is made and is done only for the convenience of all concerned. This is without prejudice to the position of either party.

The above understanding may be cancelled upon ten (10) days written notice.

February 22, 1989 Storm Window Agreement

Terminal Limits

Dexter Terminal Limits	166.7 Chester Sub, 43.2 Jonesboro Sub, 144.54 Hoxie Sub
Memphis Terminal Limits	375.8 Memphis Sub
Salem Terminal Limits	250.2 Salem Sub, 255.10 Mt. Vernon Sub
Villa Grove Terminal Limits	143.0 Villa Grove Sub, 147.0 Pana Sub

Used Off Assigned Territory (Non Service Claim)

Claim 130 miles account required to perform service that is not part of my regular assignment. On (date) at (time) I was instructed by (dispatcher/company officer) to go off my regular assignment. (Describe in detail what work you performed off your assignment show times, locations that you departed and returned to your assignment, etc). Please refer to timeslip # (date). Article 6, Section 6 (c)

VACATION ALLOWED

Engineers are entitled to annual vacation on the following graduated basis:

Years of Service	Entitled Vacation
1 Year (150 Days Yard 180 Days Road)	1 Week
Two Years and less than 8 Years	2 Weeks
Eight Years and less than 17 Years	3 Weeks
Seventeen Years and less than 25 Years	4 Weeks
Twenty-five and more	5 Weeks

During the calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

It takes an accumulation of 24,000 miles per year to qualify for the next year's vacation.

Wait Time (Claim made on working time slip)

Engineers performing service in the St. Louis to Dexter, Salem to Dexter and Dexter to Memphis pools will be governed by Section 4 rates of pay and Section 7 straightaway service of the UP St. Louis-Memphis ID Agreement dated April 5, 1991.

When tied up on line of road, Engineers in this service will be deadheaded to their objective terminal immediately after being tied up. If the relief engineer or transportation in the form of a company vehicle, taxi cab, etc., does not arrive within one hour of the time tied up a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

St. Louis Hub Agreement

Claim from time train tied down in excess of 1 hour. Allow (# hr # min) wait time account instructed to tie train down (or hours of service) at (time) and (location) by (dispatcher or manager if applicable). Ride arrived to pick us up at (time). This pool is covered under the provisions of the St. Louis Hub Agreement Article IV Section D.1.

Waiting on a hotel room at Away From Home Terminal (Non Service Claim)

Per NRAB 1st Division Award No. 27585, Docket No. 47460 in which Referee Edwin H. Benn ruled that requiring the Claimant to wait one hour and 20 minutes until he was provided a room was unreasonable and, based on existing precedent, a remedy for a basic day is appropriate.

He also stated that: The fact that this kind of dispute does not occur often leads to two conclusions. First, as the Carrier notes, it is in its best interests to get its Engineers rested and back out for duty without delays. Consequently, it takes steps to make sure that those who provide lodging services for its employees do so efficiently. That is good management. Second, the fact that there are not many claims like this with the Carrier also knows that the Carrier knows that if it does not make certain that those providing lodging services do so efficiently, then not only will Engineers be delayed in returning to duty, but there may be monetary remedies attached to make the employees whole for unreasonable delays. The claim has merit and will be sustained. The remedy shall be for the Carrier to compensate the Claimant for a basic day.

Claim 130 miles basic day penalty account being forced to wait more than 30 min at the away from home terminal for a hotel room. I was called on (train) at (Circ-7) and tied up at (time) at (Circ-7). I arrived at the hotel at (time) and was told there were no rooms currently available and had to wait for one. I was given a room at (time). Total wait time was (hr min).

Weight on Drivers (Auto-Pay)

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

UP – BLE system

Yard Engine Lunch (Claim made on working time slip)

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. You must get yardmaster to enter in computer before tying up. *Article 11 q & a 94 (e)*

Zone Rule – St. Louis Hub

At Dexter, away from home terminal engineers called to operate through freight service to St. Louis may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Dexter to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

At Jefferson City, away-from-home terminal engineers called to operate through freight service to St. Louis may receive the train for which they were called up to twenty-five

(25) miles on the far side of the terminal and run back through Jefferson City to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (1/2) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

At Dexter and Salem road crews called to operate pool freight service may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal without claim or complaint from any other engineer. When so used, the crew shall be paid an additional one-half (1/2) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

At South Pekin, Bloomington, Villa Grove or Salem road crews called to operate pool freight service may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal without claim or complaint from any other engineer. When so used, the crew shall be paid an additional one half (1/2) day at the basic pro rata through freight rate in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?

A.6. When so used, the crew shall be paid an additional one-half (1/2) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

Claim: If used to go to the far side of the terminal to get the train you are called for under this rule claim on your working time slip: Allow 4 hours account going on the far side of the terminal to receive the (train ID). I was called at (location) on duty at (time), departed (location) at (time), out of terminal limits at (time), arrived at (location) at (time), departed location (time), arrived back in terminal limits at (time), final departure of on duty terminal (location) at (time). I was out of terminal limits a total of (#hours #min).

If you are used to do this work at a location that is not listed in the agreement claim 130 miles account of going off of assignment to receive (train ID). I was called at (location) on duty at (time), departed (location) at (time), out of terminal limits at (time), arrived at (location at (time), departed location (time), arrived back in terminal limits at (time), final departure of on duty terminal (location) at (time). I was out of terminal limits a total of (#hours #min).

(Remember: Overtime is offset by the time you are out of terminal limits.)

OLDHEADING

Engineers **CANNOT** oldhead temporary vacancies from the bump board. They must have a regular assignment from which to oldhead. The bump board is NOT a regular assignment. However, all engineers, including those on the bump board, can ride a bulletined vacancy which constitutes a bid on the assignment.

The job to be oldheaded must be vacant 120 hours (5 Days) unless it is an outlying point job and it must be vacant 1 day.

Engineers must have a permanent assignment in order to work a temporary vacancy (Vacation, LS, LP, etc). Therefore, if an Engineer gets displaced from a permanent assignment, such employee will be entitled to oldhead only after he has placed on a new assignment and worked it one day or one trip.

Oldheading in Pool Service - Must place in the following sequence:

1. 1st - Take an open turn.
2. 2nd - Displace the junior Engineer oldheading

Regularly assigned engineers in Pool Service **cannot** oldhead vacancies in the same pool with the same home terminal (lay off point).

Engineers can only give up oldheads under the following conditions:

- * Displaced by a senior engineer oldheading the vacancy.
- * Displaced by the mark up of the regular engineer assigned to the job.
- * Gives up the oldhead, going to another oldhead. Engineers may not claim temporary vacancies in any class of service that existed at the time they claimed their original temporary vacancy.

Displaced Engineers may place themselves on an advertised vacancy the first day, pending bids. This is not an oldhead, it is placed pending bid. If the employee is an

unsuccessful bidder on the job placed on that employee shall still have displacement rights.

Assigned Engineers may place themselves on advertised vacancies after it becomes oldheadable. This old head is considered a bid on the job.

Bump Board Procedures (See Displaced Section)

An employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.

You have 48 hours from time of notification to displace a junior engineer on a job within the hub unless the position you must bump to is beyond Terminal/Hub limits or farther than 30 miles away. In that case the 5 day displacement agreement applies.

(no bid/vacant jobs must be filled within a pool prior to junior man in pool being displaced)

(If you get notified at away from home terminal, the 48 hours does not start until you tie up at your home terminal)

(If you get notified and then lay off – paid or unpaid – this does not extend your 48 hours)

(If you are notified while on paid leave – vacation, personal leave – your 48 hours starts when you mark up)

(You can not old head off the bump board, you must be on a job (pool freight, local, etc.) or board (extra board) to have old heading privileges)

(Laying off - paid or unpaid - once you have been notified that you are bumped does not extend your bump, **NOTHING** extends your bump once the 48 /120-hour clock has begun)

(If bump is used to place yourself on a bulletined job and you get bumped while on that job prior to bid being up or get outbid for job, you get a new bump)

NOTE: Once you have lost your bump there is a possibility that there might not be any no-bid assignments in the seniority district. Your failure to exercise your seniority opens up the possibility that you might not be able to work and thus forfeit your job after 30 days.