

SPECIAL CLAIM SUBMISSION

Submit a special claim using option 1B of the tie up screen (option 15 of the main TSS screen). A complete list of all available special claim codes will populate the screen. Some of these codes do not apply on the Northern/Southern agreement. Find the code that best fits your claim. **If you use the wrong code, your claim could be denied and you will be required to resubmit using the proper code. Don't let that be a deterrent in seeing your claim go through the process.** You have 60 days to submit the claim from the date of violation and the carrier has 90 days from the date of submittal to deny the claim or payment must be made account exceeding time limit for denial. The Local Chairman has 60 days to list claims for local conference. Review declines in a timely manner. If a decline warrants forwarding, do so in an expeditious and timely manner. Agreements can be found link below.

<http://www.smartlocal773.com/agreements.html>

TO FORWARD CLAIM

To forward claim, go to option 3 of the tie up screen (option 15 of the main TSS screen). Your most recent denied claim(s) will be listed at top, put F in column located on left of denied claim and enter code for the local chairman (LC) for whom you wish claim to be forwarded to. For complete list of LCs, hit F1 in the field next to FORWARD TO CHAIRMAN, search by last name and enter corresponding code once located.

Local Chairman code 007

AN – REGULAR ASSIGNMENT ANNULLED

(Enter as basic day, 130mi road jobs or 100mi yard jobs)

Example: Claiming 100 miles at yard rate account of pay account my job was held in on 10/15/18. I showed up to work the YGAT202 at 1559 and was informed there weren't any rested yardmen available to fill the vacancy of helper, therefore my job was annulled. Please allow 100 miles code AN for this annulment.

AO – CALL AND RELEASE AFTER ON DUTY

Galveston (Enter this as basic day, 100 mi/yard, 130 mi/road) Claim 130 mile basic day at freight rate of pay account performed service prior to release. List

service performed, i.e. checked GTB, work orders, system general orders, system general notices etc. Include info on release time and by whom.

Houston super pool (enter 213 mi.) Claim 213-mile basic day at freight rate of pay account article 4. If a trainman at the home terminal of this unassigned pool is called and released at any point after being called for service, the trainman will be paid a one-way trip rate of the trip for which called and stand last out on the board.

AS – ASSISTING OTHER TRAINS ENROUTE

(No miles to enter automatically pays basic day, 130mi) If you are instructed by the dispatcher, train master, or supervisor to assist another train you are not assigned to, claim a 130mile basic day account assisting other train. Note: If an in between is required from the crew whom you are assisting, the FRA takes exception to any crew member attaching themselves to another crew on the grounds of Hours-of-Service regulations. Be mindful of this but do not refuse service if instructed by any of the above company officials to assist. (The one exception is a utility brakeman/conductor who can attach to multiple crews through a single work shift, but may not be attached to multiple crews at the same time)

Example: Claiming code AS account I was instructed by Galveston Sub Dispatcher “RJT” at MP 99 at 0230 on 11/14/18 to work outside scope of my assignment and assist another train V-KCKPEA3-11A. I was instructed to re-arm end of train devise #BNQ 42777 on car NS 699340, actual work event took place at MP 105 at 0245 hours.

BD – BOARD RUN AROUNDS

(Enter as basic day, 130 mi) Under UTU Northern/Southern Article 49 you will find first-in/first-out throughout. This article is one of the most vital parts of our quality of life and fairness in which we get called to work. For Galveston and Houston pools, both at home and AFHT, when a pool runs around another pool in order called, this triggers a basic day penalty.

Same applies for extra boards. On the extra board, your placement to the board is based upon your arrival time into town, or markup time if you were laid off. The board run around penalty occurs when a member who was marked to the board behind you goes on duty ahead of you.

Pool Board Example: Claiming 130-mile basic day account board run around. Conductor JG Wentworth, pool GAT7203 called on duty at Galveston on

04/01/18 at 1201 for train H-GATTPL-01A. Conductor CM Butts pool GAT7209 called on duty at Galveston on 04/01/18 at 1230 for H-GATGAL-01A. On 04/02/18, Conductor CM Butts called on duty in Temple at 1201 for train G-NYDGAT-01L. Conductor JG Wentworth called on duty at 1230 for train H-TPLGAT-01A, triggering this board run around.

Conductor Butts followed Conductor Wentworth on Temple Board __. Conductor Wentworth was fully rested and able to take call for G-NYDGAT-01L, making this claim account not run in turn.

Extra Board Example: Claiming 130-mile basic day account on 04/01/18 I was rested and run around on Houston Board 7. I was called on duty at 1230 for train H-HOUTPL-01a. Conductor JG Wentworth was behind me on Houston board 7 but called ahead of me with an on-duty time of 1201 for train Q-ROBWSP7-01L triggering 130-mile board run around penalty.

HO – HANGING ONTO SIDE OF CAR

(Enter as, 25mi) If you are required to hang onto the side of a car and ride this car in excess of one mile, claim 25 miles. Items to include:

- 1) Officer from whom instruction came from
- 2) Car number
- 3) Location – example MP122 to MP120
- 4) Who rode car

HR – HOURS OF SERVICE LAW RELIEF

(Enter as basic day, 130mi) If you are working an assignment that requires a three-man crew and you are required to finish the work after your crew member goes dead account hours of service law, claim a basic day pay account working shorthanded, Or if you being a two-man crew relieved a three-man crew.

IM – CONDUCTOR ONLY MISHANDLING

(Enter as pool miles for specific trip-rate at brakeman rate) This code pertains to through freight conductor only service. When you are called for a work train, local, yard job, short turn, etc., you should have a brakeman. The agreement allows for relief service of through freight crews with a conductor only, this includes through freight trains that originated with a brakeman.

If you are called for a work train, local, yard job, short turn, etc., and they will not call a brakeman, claim code IM for the mileage of a brakeman had he been

a member of the crew. The conditions that would trigger such payment are listed below:

- 1) Performing 4 work events per tour of duty. (see 1st example below)
- 2) Performing 3 work events at the initial or final terminal (see 2nd example below). Taking your power from the round house to your train or vice versa does not count as a work event. However, taking your head end power to the round house and then returning to your train and taking the DP to the round house does count as a work event.
- 3) Switching (see 3rd and 4th examples below)

A) Applicable when work is not a straight set-out or straight pick-up. Switching would be setting out a car and picking up that same car in another location in your train. If you are required to pick up a car that is buried behind a car or cars, switching applies.

B) If you perform switching to bring train into company train make-up instructions per SSI section 47 or similar company notices, you qualify for code IM claim. **However, if you perform switching to bring your train into compliance with federal hazardous train blocking instructions, do you not trigger an IM claim.**

C) If you switch engines around at a station, this qualifies as one work event. Example such as replacing lead motor by doing a turn in order to get a trailing motor to lead position.

D) Scheduled engine work does count as a work event. Examples on your work order states to set out the BNSF 4449 at Sealy for a work train. Unscheduled engine work does not. Example DS-112 calls your train and instructs you to set out an engine for another train that is stalled out @ MP 107 so losing a unit this way, this would trigger AS assisting train claim.

****BAD ORDER SET OUTS DOESN'T COUNT AS A WORK EVENT****

****HOSTLING POWER DOESN'T COUNT AS A WORK EVENT****

LP – Lap backs (SF code)

Lap backs or side trip are duplicated miles made off intended route must have to and from milepost or station(s) and times.

MR – Mileage Reimbursement

When you use your own personal vehicle to travel to outlined locations, examples (between Galveston and Houston, SOYD and Casey or Dayton etc.) Before you tie-up notify on duty supervisor so they can okay you claim or it may get declined and you will have to wait on your money.

MS – Miles Run Separate

Additional miles run separately from trip-rate

Example: shoving Dayton yard MP 69 to MP 66 (6 miles) at Smither's Lake in and out of plant (6 miles)

PO – Call and Release Prior to on duty

(Enter as, 65 miles) For those who, after leaving your calling place in route to work after taking initial call by the crew office (meaning you left your calling location, home, gym, store ect...), and you answer the call again and you got back on the board 1st out.

YOU ARE NOT REQUIRED TO ANSWER THAT SECOND CALL!!!

Note: Per the FRA, if you have already initiated ground transportation from your place of rest (home or AFHT hotel) to the terminal, or are already at the terminal when your call is busted, and are called with a new on duty time within 4 hours of when you initiated travel to terminal, you go back to your original on duty time before call and release occurred.

You may need to call the crew desk to ensure they properly account for your original time on duty, as cited per FRA Hours of Service 2/11/03.

Attention Houston super pool crews:

refer to article 4(A) you will be paid a one-way trip in the direction called @ home terminal (you must ask to be placed at the bottom of the board the company will not do the right thing on their own).

Attention Houston XBD:

The above provision will also apply to extra board employees called for "cut in" turns to perform service in this pool.

PR – Personal Remarks

Used to document your working trip(s) and remains on your tie-up ticket for references NO PAY and can be used in an investigation.

RA – Reporting Allowance

(enter as 2) Used when working Houston extra board 7 to fill temporary vacancies outside of SOYD.

(1) To protect Casey, \$34.443 each way.

(2) To protect Dayton, \$48.224 each way.

(3) To protect Pearland, \$12.399 each way.

RO – Run off Assigned Territory

(Enter as basic day, 130mi) This claim is used when a bulletined run goes beyond the limits of the run. Include your train symbol, on and off assignment location, milepost off assignment miles/times, and reason for being off assignment (instructed by company officer etc. You CANNOT incorporate these miles run off assigned territory into trip-rate on line miles (dogcatch).

SD – Side Trip (BN code)

Lap backs or side trip are duplicated miles made off intended route must have to and from milepost or station(s) and times.

TC - Critical Incident Relief (CIR)

If you are involved in any critical incident, as soon as the situation allows contact a Local Chairman so they can help through the process.

The (CIR) process is outlined as follows:

1. Employee requests relief from duty from his/her supervisor following a critical incident.
2. The supervisor provides CIR Employee Information Card and explains the process including available resources.
3. Employee remains marked up.
4. If employee is unable to report for next tour of duty, he or she must contact his or her supervisor.
5. If the employee requests additional time off, supervisor will:
 - Confirm that the employee received CIR card and has access to support services.

- Authorize CIR (typically 1 -3 days paid at a basic daily rate). Time off beyond authorized CIR will follow Medical Leave of Absence (MLOA).
 - Notify leave administrator utilizing layoff code CIR.
 - Complete EHS Star CIR Supervisor Checklist.
- Inform Division GM, etc...
6. Employee submits special claim utilizing CODE (TC).

EMPLOYEES WHO FAIL TO FOLLOW THIS PROCESS WILL NOT BE COMPENSATED FOR CIR AS A RESULT OF A CRITICAL INCIDENT.

TE – (Extended Training)

(Enter as basic day, 130mi) This claim is used when you are assigned to 777 unpaid familiarizing and NOT 774 paid familiarizing normally coming outside the Texas grand seniority district including but not limited HBT to Galveston or Houston Road jobs.

TT - Trading Trains

Galveston crews (Enter as, 65 miles)

Houston crews (Enter as 16.25 miles)

FYI this claim is not supported if you swap trains before departing the initial terminal. Include your assignment and on duty time/location and the train you were swapped to (include who issued instructions, time, and location).

WL – Waiting for Lodging

Submit on regular working ticket (trip home) if you were required to wait in excess of 30min for a room at AFHT. Claim all time spent waiting from the time you arrive at the hotel until you are assigned a room and receive your key. If you are working in through freight service, this would be 16.25 miles/hour.

WT – Waiting for Transportation

Submit on regular working ticket, after reaching HOS and you are required to wait on train for transportation to final terminal. This will be at 16.25 miles/hour until transportation departs location to final terminal.

05 – Bereavement Leave

With the ratification of the 2023 SMART-TD and BLET on-property national agreements, the way bereavement leave is handled has changed. Previously,

BLET and SMART-TD handling varied with the most restrictive being that all three days had to be observed within seven days of the covered family members passing. As of December 1, 2023, both SMART-TD and BLET are handled the same for a covered family member's passing:

- Covered family members are the employee's brother, sister, parents, child, grandchild, spouse, spouse's parents, half-brother, half-sister, step-brother, step-sister, step-parent, step-child, or legally adopted child.
 - Three calendar days to be observed within 30 days following date of death.
 - The days do not need to be used consecutively, but all must be used within the 30 days. EG:

Employee could use one day on day of passing and then use two days for the service three weeks later.

- Paid at basic day rate of last service rendered.
- 30-day period can be extended with advance supervisor approval.

These changes give our employees greater flexibility to navigate the troubling times of a family member's passing.

(Enter as basic day, 130mi) for road (Enter as basic day, 100mi) for yard Code 05 on special claim, is the lay-off code for (DIF) Death in Family and claiming Bereavement Leave. After completion of the special claim, fax the obituary notice with the special claim ticket number to 785-676-5186.

If you lay off DIF, but do not send the supporting documentation by the 10th of the following month will be considered unavailable. For more information, refer to System General Notice No. 180

19 – In Lieu of Lodging

When not using company provided crewman lodging (outside assignment or AFHT) who qualify for lodging at Carrier's expense will have the option of an allowance of \$15.68 per day.

(To get on this list you must first claim the code "19" the company will decline it, after which you ask comp why claim was declined, they will with reply "you're not on the list" ask to be placed on the list, then follow ask comp's instructions.)

73 – Miscellaneous agreement violations (see below)

74 - Held Off Turn

When a regularly assigned yardman who has been used off his/her assignment to fill another yardman vacancy and, they cannot protect his/her assignment for the complete 8-hour period because of HOS law, maybe at the option of the carrier to receive time in one half or a yard basic day.

Once you enter 1B, you will be selecting from a special claims category in this instance it will be used off assignment/held off turn with a submenu of "74" held off turn.

76 - Make Whole Adjustment

If you are used off your regular assignment and make less than your assignment made, claim code 76 to recover the difference in pay. If you made more on the assignment you were used on, don't bother claiming code 76.

78 – Foreign Line Switching

(Enter this as basic day, 100 mi/yard, 130 mi/road) Any time operating conditions require you to tie onto a cut of foreign line RR cars to move in any manner (tie on and shove back, move to a different track etc.), you are entitled to a basic day penalty for foreign line switching. Before performing work, notify BNSF supervisor on duty of this requirement. Be sure to include supervisor notified, date and time at which notification occurred and when event took place, BNSF car number AND foreign line RR car numbers where couplings were made to.

81- Personal Leave Days

For Road Service, depending on your years of service you are allowed a certain number of personal leave days per year. Listed below are PLDs for road service effective on your hire date:

- Less than 5 years of service – 2 days
- 5 years and less than 10 years – 4 days
- 10 years and less than 15 years – 7 days⁹
- 15 years and less than 20 years – 10 days
- 20 years or more – 13 days

Those in yard service will be granted 11 days per year, regardless of years of service, on January 1st of each new year. Use code 81 to "cash out" PLDs in lieu of time off. If you have banked/carryover PLDs from previous years and you wish to claim one or more, use code CO. However banked/carryover PLDs

do lose monetary value for each calendar year they are rolled over. Agreements can be found link below.

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CODE 73 MISCELLANIOUS CLAIMS

Code 73 is for miscellaneous agreement violations, such as but no limited to the following (100 miles day for yard / 130 miles day for road). Like change in class of service, restricting seniority, denied PLD or vacation day.

Claim for Dog Catching Additional Trains After 8 Hours on Duty (article 17)

If you are at your initial terminal and are required to dog catch additional trains after being on duty for 8 hours, claim 130mi basic day penalty account required to depart initial terminal on second turnaround trip after the expiration of 8 hours.

Example: Per article 17(b) of Northern/Southern Road Schedule Claiming 130-miles penalty account required to depart initial terminal on second trip after expiration of 8 hours. Was called on duty at SOYD on 08/30/18 at 1300 in turnaround service to dog catch train H-CDTHOU-29A. After completing trip and arriving back to initial terminal, at 2115 was instructed by Chief Dispatcher to dog catch the G-NYDPTN-28L, thus triggering penalty of violation of article 17(b) of Northern/Southern Road Schedule.

Galveston Dog Catching Violation(s)

I am claiming a 130-mile basic day account, on this date xx/xx/xxxx I was deprived of earnings. when I was first out rested on the extra board when crewman J.P. Doe was called out of hotel to protect train

H.TPLGAT1.01A @ Bellville, Wallis, Sealy ect... inbound to Galveston. Per article 4.2 Galveston super pool agreement “Between Bellville and Galveston, including Bellville, southward, or between Bellville and Temple, including Bellville, northward, use extra board crew at destination terminal”.

I am claiming a 130-mile basic day account, on this date xx/xx/xxxx I was deprived of earnings. When I was first out rested on the extra board when crewman J.P. Doe was called out of hotel to protect train

G.CPSMSI2.14A @ Keeran, Vanderbilt, LaWard ect... inbound to Galveston. Per article 3.1 Galveston super pool agreement "The extra list at the source of supply will be used for dogcatching on trains that are tied up at or East / North of Placedo".

Below is the Agreement language that needs to be used when submitting a claim for being denied lay off in violation of Side letter 1 on the 1992 Crew Consist Agreement.

CLAIM FOR 1992 CREW CONSIST AGREEMENT VIOLATION FOR DENIED LAYOFF

(Enter as basic day, 100mi yard,130mi road code 73) I am claiming a basic day account, on xx/xx/xxxx 1 was denied a single vacation day (VAC) or paid leave day (PLD) or lay-off personal (LOP) lay-off when there were ____ open lay-off allocations. "This is a violation of ATSF 1985 Crew Consist Agreement article III sec 1, and 1992 Crew Consist Agreement which states the carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges."

CLAIM FOR RESTRICTING OF SENIORITY (article 2)

Example of restricting seniority.

On 4.28.24 you were displaced by a senior employee at 0900 hours @ 0915 you attempt to return the favor to an employee same craft junior to you, but you are unable to do so.

you call the crew caller / administrator and they tell you, they have to send out an email or they tell you, you're coming from board 7 you can't bump the junior employee on Gat/board 30 until you exhaust all other roads options which you had. **(which are the road-switcher and locals)**

(Enter as basic day, 100mi yard,130mi road) I am claiming a basic day account, on xx/xx/xxxx I was denied seniority per article 2 of Northern/Southern agreement and article, 3(iv) rest cycle agreements. When I was displaced, and not awarded my bid, when I was senior to the person I was displacing on board (xyz)

CLAIM FOR CHANGING CLASS OF SERVICE (article 22)

Example of change in class of service.

On 4.28.22 while working dogcatch job **HOU.8004**, train **G IDKPTN1 20A** and after delivering train to port North yard at 2200, crew was instructed at 2345 to take over **H DYTSLA1 28A** from **DYT.202 job** and deliver train to Manvel, So from 2345 until you tie up you were in shuttle service.

NOT HOURS OF SERVICE RELIEF!!!

this claim pays a basic day but also reduces any overtime you may have accrued while in your original job, of dogcatching this is a pick your poison claim.

CLAIM FOR SHORT TURN AROUND SERVICE (article 17)

Galveston Example train M GATELD1 25A:

there is no **Galveston to Eldon or Eldon to Galveston pool(s)**. So therefore, the M GATELD1 25A train is of irregular freight service and requires a brakeman in the crew consist, per Article 9 section 8 of the Northern/Southern Agreement. Which states "Conductor-only trains may be operated in the freight pools between terminals", which are Galveston to (Corpus, Sea Drift and Temple). So If a brakeman is not provided claim Pay code **"IM"** **CONDUCTOR ONLY MISHANDLING** for irregular freight service account not a conductor only train, the conductor and engineer get running miles from start to finish @ the brakeman rate of pay in addition to regular conductor trip miles accumulated.

MP 3 TO MP 29 Galveston sub,

MP 0 to MP 19 Mykawa sub,

MP 239 to MP 229 West Belt,

MP 0 to MP 6 East Belt,

MP 356 to MP 327 Houston sub,

MP 49 to MP 32 Baytown branch and

MP 5 to MP 0 Cedar Bayou Industrial

Lead equals 112 miles x 2 (account to Eldon and back to Galveston) totaling 224 miles

Houston Example train U MNLRCBSB1 25A and U MNLELD1 29T

There is no Houston to Crosby or Crosby to Houston pool(s). Just like there is no Houston to Eldon or Eldon to Houston pool(s).

So therefore, the U MNLCSB1 25A train and the U MNLELD1 29T are of irregular freight service and requires a brakeman in the crew consist, per Article 9 section 8 of the Northern/Southern Agreement. Which states “Conductor-only trains may be operated in the freight pools between terminals”, which are Galveston to (Corpus, Sea Drift and Temple). So If a brakeman is not provided claim Pay code “**IM**” **CONDUCTOR ONLY MISHANDLING** for irregular freight service account not a conductor only train, the conductor and engineer get running miles from start to finish @ the brakeman rate of pay in addition to regular conductor trip miles accumulated.

CLAIMS FOR 48-HOUR BUMP EXPIRATION AND NO ASSIGNMENT

(Road) Claiming 130-miles account deprived of my fundamental right to an assignment per article 44 of the ATSF Northern and Southern division conductors and trainman schedule. Article 44 (m) states in pertinent part, an employee, losing his assignment, including extra board, through no fault or action of his own must, unless he receives permission to lay-off, exercise seniority, within 48 hours, calculated from the time of notification or released from assignment, whichever is later. If the employee fails make displacement within the 48-hour period, he will lose his bump, and be forced to displaced the junior employee at the source of supply.

(Yard) Claiming 100-miles account deprived of my fundamental right to an assignment per article 27 of the ATSF Northern and Southern Yardmen agreement. Article 27 (m) update from 1996 national agreement states in part, an employee, losing his assignment, including extra board, through no fault or action of his own must, unless he receives permission to lay-off, exercise seniority, within 48 hours, calculated from the time of notification or released from assignment, whichever is later. If the employee fails make displacement within the 48-hour period, he will lose his bump, and be forced to displaced the junior employee at the source of supply. This all can be found in the Northern/Southern agreement. Agreements can be found link below.

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