

SHEET METAL | AIR | RAIL | TRANSPORTATION



TRANSPORTATION DIVISION

Smart Transportation Division -- LOCAL 528

Claim Write-up Guide

Road & Passenger Service

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Road & Passenger Service Claim Write-up Guide

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The Most Important Step: The Original Submission of Claim

*The Key To A Good Claim Is The Effort You Put Into It
Your Initial Claim Is Our Most Important Evidence!*

When you submit a claim, you are alleging that the railroad did something wrong. The burden of proof is on you. To uphold the claim, someone with authority over you must order you to perform work that violates our contract.



Essential facts are needed in all claims — WHO, WHAT, WHERE, WHEN, and WHY. INFORMATION is the key to getting claims paid. IF YOU do not put complete information in YOUR claims, they do not have a good chance of being paid.

You have 60 days from the date of an incident to submit your claim. If you are not sure of what information is needed in your claim, or what you should write, consult with a union officer BEFORE you submit the claim. Your claim needs to be right the first time you submit it.


The final judgment of your claim reverts to what YOU wrote, not what someone else wrote for you. The ways YOU present, write, and prove YOUR claims are of the utmost importance.

The purpose of a claim is to protect your contract. Take the time and do it right. This benefits YOU, as well as all of our members.

James L. Sanders, Local Chairman

ICON KEY	
 Claim Information
Suggested Write-Up

What If the Railroad Does Not Pay My Claim?

 If the carrier refuses to pay your claim, you must send it to your Local Committee of Adjustment (LCA) for further processing. All claim handling is governed by contractual time limits, and you should send your claims to the LCA as soon as the carrier tells you they will not pay (the date they issue the declination notice).

Provide us with support and evidence to substantiate your claim. Copies of the extra-boards, regular jobs, extra jobs, the times you talked to the caller, switch lists, copies of bids, working time slips, work histories, pay registers, and extra-board logs are all examples of the kinds of information that will help us get your claim paid. These are all needed to prove YOUR claim, and YOU are the one that needs to provide this information with your claim.

Don't forget to take the time to keep good records. Pull out and print all information from the computers that help support your claim. Always include working time slips and pay registers (train slips) for the entire pay period with all your claims.

Tell us in your claims what percentage of pay you are at (75%, 80%, 85%, 90%, 95%, or 100%), and exactly which rate you are claiming (yard rate, transfer rate, CRO rate, through freight, way freight, conductor, collector, conductor/foreman only, etc.).



When you submit claims to our office, put them in the following order:


- 1. Your Claim (Time Slip)**
- 2. Payroll Register (Train Slip) For The Entire Pay Period In Which Your Claim Occurred**
- 3. Cutslip (Declination Notice) For Your Claim** *(may be a different pay period than the claim date)*
- 4. All Other Additional Supporting Information And Explanations**

Keeping your claims organized helps us understand and process them.

Thank you,

Your Local Committee of Adjustment


Extra-board Bonus Day

 Trainmen assigned to an extra-board who remain marked up and available during the entire pay period are entitled to a bonus payment of one guarantee day. Trainmen who do not mark-off, do not request any additional rest at any time during the pay period, and remain available the entire half will be eligible for this payment. Trainmen, who voluntarily initiate a mark-off for any reason, including compensated time off, forfeit the bonus day. This incentive for trainmen is over and above all other earnings and guarantee that may be allowed. Trainmen entitled to the bonus day are not normally required to submit a timeslip for this bonus payment.


An employee, who is displaced from the extra-board and, upon notification, immediately exercises seniority to a different extra-board position, will be counted as available. The employee will be entitled to the bonus day in this situation, if no other disqualifying factor occurred during the pay period.

This bonus payment is normally generated by the CMTS system automatically. In some cases, you may have all the qualifications and CMTS does not pay you. You must then submit a non-service claim for this payment.

If you are not paid properly, you must include your payroll register for the half when you send the claim to the local.

 Claiming one bonus day payment for the *(1st/2nd)* half of *(Month, Year of Claim)*. I was assigned to the *(Location and Board No)* extra-board for the entire *(first/second)* half of *(Month, Year of Claim)*. I did not mark myself off, or request any extra rest on any days during this half. Under the specific terms of the Memorandum Agreement, I am entitled to the payment of the bonus day.

Extra-board Guarantee

 Northeastern Two Extra-boards are guaranteed extra-boards. These boards are guaranteed 15/16 days' pay at the guarantee rate. To be entitled to guarantee, you cannot exceed two uncompensated lay-off occurrences. Compensated lay-offs do not count as occurrences. You do not qualify for guarantee if you are unavailable on the extra-board for more than 48 HOURS in a half (extra requested rest and uncompensated lay-offs combined).

Your guarantee will be prorated for all absences (compensated or uncompensated). Example: If you take three PL or LV days in the first half of June, you would receive 12/15 of prorated guarantee. The three PL or LV days taken will be paid separate from, and in addition to, the guarantee.

All taxable earnings for work performed on days that the guarantee is claimed are applied against the guarantee. Earnings for work performed on days when the employee is not under a guarantee do not apply against the guarantee. Earnings for compensated lay-offs do not count against the guarantee because no guarantee is claimed on those days.

Extra-board guarantee is normally generated by the CMTS system automatically. In some cases, the system may not pay you properly. If this happens, you must submit a non-service claim for the guarantee payment.

If you are not paid properly, you must include your payroll register for the half when you send the claim to the local.

 Claiming an additional \$(*amount of claim*) extra-board guarantee for the (*1st/2nd*) half of (*Month, Year of Claim*). I was assigned to the (*Location and Board No*) extra-board from (*first date on board in half*) to (*last date on board in half*).

There were (*total number of days in this half*) in this half. I was available for service on (*number of available days*) of those days. I was not available on (*date unavailable*) in (*unavailable status*) status; (*date unavailable*) in (*unavailable status*) status; and (*date unavailable*) in (*unavailable status*) status. I did not mark myself off or take any extra rest on any other days during this half.

My guarantee for this period should be (*number of available days*) / (*total number of days in this half*) of the full guarantee \$(*total amount of 10-day guarantee*) -- a total prorated amount of \$(*number of available days ÷ total number of days in half* X *total amount of 10-day guarantee*)

My total earnings on the days I am claiming guarantee were (*total of all earnings on days guarantee claimed*). My adjusted guarantee for this period should be \$(*prorated guarantee — total of all earnings on days guarantee claimed*). I was already paid \$(*amount of prior guarantee payment if any*). Therefore, the total amount of this claim is (*adjusted guarantee — prior guarantee payment*).

CMS Run-Arounds



Ultimately, the main function of CMS is to fill a vacancy (put a person on an open job). It is not of great importance to the caller who fills the job; however, it makes a world of difference to us. The CMTS system is designed to list employees in order based on tie-up and rest; our agreements require this order of "first-in first-out". An extra-board employee that is first-out should be called first.

Sometimes, the caller may call someone that a local carrier officer has asked for rather than the first-out employee. This practice intentionally violates our agreement. Sometimes an inexperienced caller does not know whom to call and just wants to fill the assignment. This too, generates a violation.

When putting in a CMS run-around claim:

- You must be the first-out person on the extra-board at the call time of the assignment
- You must also be rested and in "OK" status

IMPORTANT: You need to send our office a snapshot of your working board showing your position at calling time, and a snapshot of the board showing the location of the employee that was improperly called.



Claiming 4 hours *(amount)* account I was run-around by CMS on *(date)*. While protecting the *(circ-7-board)* extra-board I was not called for job *(number)*, with an on-duty start time of *(start time)*. At the time this assignment was ordered *(ordering time)*, I was first-out and legally rested for the call. CMS improperly ordered *(name of person used)*, who was not first-out and should not have been called for this assignment.

Bereavement Leave



A maximum of three basic days, at the rate of the last service rendered, will be allowed in case of death of an employee's Brother, Half-Brother, Sister, Half-Sister, Parent, Child, Spouse, or Spouse's Parent.

Bereavement leave must be three consecutive calendar days starting on the day of death; three consecutive calendar days ending on the day of the funeral service; or three consecutive calendar days ending on the day after the funeral service. Only scheduled workdays during the three days will be paid. Bereavement leave will not be paid for scheduled days off.

You must notify CMS that you are marking off bereavement for a covered family member, and you must furnish the carrier's timekeeping department (Fax No. 402-233-2736) with an obituary notice or death certificate to substantiate your claim. In most cases, this claim will be paid automatically after the appropriate steps are taken.

If your claim is not automatically paid, you will then need to file a non-service claim.

If you are still not paid properly, you must include the obituary notice or death certificate when you send the claim to the local.



Claim 1 basic day \$(*amount*), bereavement pay, for each of the following dates: (*3 different dates*). I was laid off bereavement on these dates. I properly provided due notice to CMS that I would be laying off bereavement for a covered family member, my (*relationship to claimant*). I called the caller on (*date caller notified*) at (*time caller notified*) to be off my assignment job (*job number*) on these dates, and I was not paid.

Jury Duty



A maximum of one basic day per day missed, at the rate of the last service rendered, will be allowed when an employee takes off work because he is summoned for jury duty. The carrier will not pay for jury duty on scheduled days off, vacation days, or holidays. Sixty days will be the maximum days allowed for jury duty in a calendar year.

Salaries for jury duty paid by the court will be subtracted from the basic day due. Allowances paid by the court for meals, lodging, or transportation will not be subtracted.

You must furnish the carrier's timekeeping department (Fax No. 402-233-2736) with a statement from the court indicating what they paid and what days you were required to serve in jury duty. When laying off through CMS for jury duty, you will be placed in "LJ" status and the carrier's system should automatically pay you a basic day minus the allowances for jury duty.

If your claim is not automatically paid, you will then need to file a non-service claim.

If you are still not paid properly, you must include the statement from the court when you send the claim to the local.



Claim \$(*amount of claim*), jury duty pay, for each of the following date(s): (*list all dates of claim*). I was scheduled to work on these dates and then required to mark off for jury duty. I properly provided due notice to CMS that I was summoned to be in court on these date(s).

My claim is for (*number of days claimed*) at the basic daily rate of \$(*basic day rate*) minus the salary allowances paid from the court for jury duty \$(*amount paid by court*) -- a total amount of (*number of days claimed* X *basic day rate* — *amount paid by court*).

I called the caller on (*date caller notified*) at (*time caller notified*) to be off my assignment job (*number*) on these dates, and I was not paid.

Carrier Officer Doing Trainman's Work



At times, carrier officers are in a hurry to get work done and lose all regard for agreements, safety, and federal regulations. No supervisor, official, or non-craft employee may perform our work. We must protect our work. If you witness an officer, yardmaster, or other supervisor performing our work, take good notes, and notify the local office. Only the employee first out on the applicable extra-board is entitled to this claim.



Claiming 1 basic day *(\$ amount)* in addition to all other earnings account NO carrier supervisor, official, or non operating craft employee (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard agreement employee. At *(time)* on *(date)* at *(location)* a trainman's work was being completed by *(officer, supervisor, or yardmaster name)* while assisting in the yarding of train *(train no.)* and or Job *(job no.)* by throwing switches on track *(track numbers)* for this train. The employee placing this claim was first out on the *(extra-board location and board number)* extra-board at the time the violation occurred and should have been called to perform this service.

Meal Periods




Roadswitcher assignments are entitled to reasonable time for meals period.



Claiming 1 basic day *(\$ amount)* in addition to all other earnings for not being allowed to take a meal period during my entire tour of duty while working Job *(job no.)*, at *(work location)*. I first notified *(dispatcher's name)* at *(time)* on *(date)* that I would desire a meal period. I then again requested a meal period from *(dispatcher's name)* at *(time)* and was denied an opportunity to take my meal period. Job *(job no.)* went on duty at *(location)* at *(start time)* and went off duty at *(tie-up time)* for a total on-duty time of *(total time)*.

Entry Rates

 Entry rates of pay apply to all new hire employees. The rate of pay rises at the completion of each year of service until the employee reaches 100% of scale. In order to advance to the next pay level, trainmen must perform 80 or more tours of duty in the prior year. If an employee becomes conductor or engineer qualified during a year, they will immediately advance to the next entry rate level; however, future progression advances will remain on the original schedule based on the employee's hire date.

The full progression periods for both follow:

- i. 75% first year of active service
- ii. 80% second year of active service
- iii. 85% third year of active service
- iv. 90% fourth year of active service
- v. 100% on and after completion of the fourth year of active service

If you feel the carrier has not advanced you to the proper entry-rate level, you should submit the following claim. If you are still not paid properly, you must supply your payroll register records for the past 365-day period when you send the claim to the local.



On (Date of claim) I worked job (job number) at (job location) from (start time) to (tie-up time). My total time on duty was (HH:MM). I was paid one basic day \$(basic day amount paid) and overtime pay of \$(overtime amount paid) for a total of \$(total amount paid).

I should be paid at (proper entry rate) %, and my pay should have been one basic day \$(correct basic day amount) and overtime pay of \$(correct overtime amount) for a total of \$(correct total amount).

I am still owed \$(correct total amount - total amount paid) in pay shortages for this date because the carrier did not progress me to the next entry level pay rate that my seniority date (seniority date) entitles me to.

Hanging or Removing EOT Markers



Hanging and removing End-of-Train devices (EOT Markers) is car department work as long as there are car department forces on duty and available. In some cases, due to company officers wanting to move trains faster, an officer may order you to perform another craft's work in violation of the agreements.

NOTE: A company officer (Supervisor or Yardmaster) must order you to perform the work, AND a Carman must be present and available while you do the work, in order to have a proper claim. Each time you hang or remove a marker is a separate claim. Your claim must state which officer ordered you to do the work, AND which Carman was present and available. Details are very important to validate this claim.



Claiming 8 hours pay at (rate currently working) rate in addition to all other earnings account ordered by (officer's name) to hang (or remove) EOT (marker no.) on train (train no.) while I was working job (job no.) at (location). This work was performed on the rear car of train (train no.), car (car no.), on track (track no.), in yard (yard no.) at (location) at (time) on (date). Carman (radio designation and name if possible) was present and available to hang the marker. The carman handed me the marker that was to be hung. (Or) The carman was present after I removed the marker and I handed the marker to him.

Company Business



If you are called off your regular assignment to perform company business, you will need to provide the exact details of the event that you were ordered to perform (i.e., rules training and testing, deposition witness, etc.). Also, include the name and title of the company officer that authorized or ordered you to perform this service. Extra-board employees are entitled to be compensated one basic day in the last class of service rendered. Employees assigned to a regular job are entitled to all lost earnings of their assignment.





REGULAR JOB: Claiming all lost earnings of job (job no.) on (date). I was removed from my regular job and ordered by (CMS/company officer) to report to (location) for (company business performed). I performed this service from (time service started) to (time service ended).




EXTRA-BOARD: Claiming one basic day at (rate of last service) rate on (date). I was removed from my extra-board (board location and number) and ordered by (CMS/company officer name) to report to (location) for (company business performed). I performed this service from (time company business started) to (time company business ended).

Student Pay


 The carrier may assign students (new hires) to conductors/foremen for the purpose of obtaining on-the-job training. This conductor/foreman will continue to receive all applicable earnings of his assignment, as if he were working without another employee. Additionally, the conductor/foreman (regardless of hire date) is entitled to the payment of a student allowance for the tour of duty. This student allowance payment only applies when you are providing training to a new hire (CIT/BIT), and does not apply to a qualified conductor being familiarized on your assignment.

 Claiming *(student allowance flat rate)* for training pay, account I had a student assigned to my assignment *(job no.)* by CMS. The student's name and ID number are *(Student Name and EID number)*. Claim training allowance for providing on-the-job training.

Student Pay (Back-Up)

 The carrier may assign students (new hires) who are being trained to complete back-up moves between the Chicago Passenger Terminal and M-19A Diesel Ramp (back-up movements) as part of their charm school training. The assigned Trainman will complete their back-up movement and will supervise and provide the trainee with on the job training.

NOTE: You are expected to request all supporting information to validate this claim. The required information is the name and ID of the student, who assigned the student what time.

 Claiming *(student allowance flat rate)* for training pay, account I had a student assigned to my assignment *(job no.)* by Commuter Operations Peer Trainer at *(time)*. The student's name and ID number are *(Student Name and EID number)*. Claim training allowance for providing on-the-job training between M-19a Diesel Ramp, California Coach Yard and Chicago Passenger Terminal.

What to Do If You Are Injured At Work



The best way to avoid an injury is to work safely and comply with all rules. However, you are working in an extremely dangerous environment and you need to protect yourself and your family in case an unfortunate incident occurs. One of the best ways to protect your financial interests is to purchase disability insurance, which is offered through many sources affiliated with your union.

If you are injured, you should contact a local union officer and union Designated Legal Counsel (DLC) as soon as possible for advice and assistance. By agreement with your union, DLC do not charge you for advice, and you are under no obligation to retain their services. If you are injured, you may not need to hire an attorney — but **YOU ABSOLUTELY NEED LEGAL ADVICE**.

The Federal Employers' Liability Act (FELA) governs railroad workers. Workmen's compensation laws do not apply to you. In order for you to receive any compensation for your injury under FELA, you must prove that the railroad did something wrong (negligent) that caused the injury. Just being on the job when you sustained an injury is not enough to recover compensation. DLC provides extensive detailed descriptions of your rights under the FELA and you should read this material.

Railroad rules require you to **REPORT ALL INJURIES** and you must do so. This requirement includes filling out the railroad's injury report form as soon as you are able to. When you report an injury to your supervisor and fill out the injury report, you must be prepared to state exactly what the railroad did wrong to cause your injury and report every part of your body that was affected. Think of your injury report as an "unsafe condition report." If you do not **DOCUMENT THE UNSAFE CONDITION THAT CAUSED YOUR INJURY**, the railroad is not obliged to compensate you for it.

The railroad does have the right to learn how or why you were injured, but it does not have the right to subject you to unreasonable interrogation or to force you to give a written or recorded statement (other than the injury report). The railroad will probably have supervisors question you about how you were injured; your answers must be consistent. The supervisors may ask, or order, you to reenact what you were doing when you were injured. You are not required to reenact the injury if doing so would put you at risk for greater injury, or you are in too much pain or too medicated to do so.

If your injury is severe, you have the right to be taken to the **NEAREST HOSPITAL AS SOON AS POSSIBLE**, by ambulance if necessary. You do not have to wait for a supervisor to take you to a hospital. You do not have to accept treatment from a company nurse. You do not have to fill out the injury report before you go to the hospital.

Under the FELA, the railroad does not have the right to have any of its personnel in the hospital room with you and the doctor while you are being examined and treated. You should **ADVISE THE HOSPITAL DOCTOR THAT YOU DO NOT WANT COMPANY OFFICERS IN THE TREATMENT ROOM**, and that you do not want them consulted about your injury or treatment. You alone have the right to choose the doctor and hospital who will be in charge of your long-term treatment and recovery.



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