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[CHANGING KNUCKLES AND KNUCKLE PINS- 3/7/2014](#)

CHANGING KNUCKLES AND KNUCKLE PINS

CLAIMING 100 MILE PENALTY CLAIM ACCOUNT OF BEING REQUIRED TO INF RINGING UPON ANOTHER CRAFT'S DUTIES. THIS CLAIM IS BASED ON PAGE 35, SECTION 3, AND PAGE 36 SIDE LETTER #9, OF THE HOUSTON HUB UP IGN AGREEMENT. ON (DATE) I WAS WORKING ON (JOB ID). AT (TIME) I WAS REQUIRED TO REPLACE A KNUCKLE IN ON (CAR ID) IN (YARD), (TRACK #) WHEN (YARDMASTER NAME, MANAGER NAME) INSTRUCTED THE WORK TO BE PERFORMED AND CARMAN (NAME) WAS READILY AVAILABLE TO PERFORM DUTIES PRESCRIBED TO HIS CRAFT AND AGREEMENT. CHANGING KNUCKLES AND KNUCKLE PINS ARE NOT OUTLINED IN THE ACTIVITES OF INCIDENTAL WORK ON PAGE 35.

[CLAIM FOR DIFFERENCE IN PAY DUE TO CMS MISHANDLING - 3/7/2014](#)

CLAIM FOR DIFFERENCE IN PAY DUE TO CMS MISHANDLING

Claiming the difference in pay account CMS mishandling on (Date). On (Date) I should have worked (Job ID) as the (Position), and through no fault of my own I was denied the opportunity to work the (Job ID). I was placed on the (Job ID you worked) as the (Position you worked). (Job ID you should have worked) was my (Bid Position) bid, and (Job ID you worked) was my (Bid Position) bid. The job was held by (Junior Employee's name) and I am claiming the difference in pay for that position.

[Claim for Improper deduction in guarantee due to being called outside of call time - 3/7/2014](#)

Claim for Improper deduction in guarantee due to being called outside of call time. *(Claim both these claims when violation occurs, only claim Paragraph 3 if you have not laid off the entire half.)*

(1) Claiming a basic day's guarantee, account improper deduction in pay due to being called outside of the agreed upon yard calling times outlined on page 286 of the IGN agreement. It is stated that yardmen will not be required to make themselves available for call except between the hours of 0430 A.M. And 0630 A.M., 1230 P.M. And 1430 P.M., and 2030 P.M. and 2230 P.M. CMS attempted to contact me on (date) at (time) a full (Minutes) past calling time, and I was improperly penalized by this violation.

(2) Claiming 100 mile penalty claim for agreement violation account being required, by the carrier, to make myself available, by their own policy, in violation of page 286 of the IGN agreement. It is stated that yardmen will not be required to make themselves available for call except between the hours of 0430 A.M. And 0630 A.M., 1230 P.M. And 1430 P.M., and 2030 P.M. and 2230 P.M. CMS attempted to contact me on (date) at (time) a full (Minutes) past calling time, and I was improperly penalized by this violation.

Only if employee has not laid off for the entire half in which violation has occurred. *(Even if you busted guarantee but not paid free day)*

(3) Claiming one free day account improper deduction in pay due to being called outside of the agreed upon yard calling times outlined on page 286 of the IGN agreement. It is stated that yardmen will not be required to make themselves available for call except between the hours of 0430 A.M. And 0630 A.M., 1230 P.M. And 1430 P.M., and 2030 P.M. and 2230 P.M. CMS attempted to contact me on (date) at (time) a full (Minutes) past calling time, and I was improperly penalized by this violation.

(If you busted guarantee, took your free day, and was not affected, claim is not valid.)

CLAIM FOR OUTSIDE YARD LIMITS - 3/7/2014

OUTSIDE YARD LIMITS

CLAIMING 100 MILES ON (DATE) FOR ROAD/YARD VIOLATION FOR TAKING (TRAIN ID & DATE) FROM (STARTING LOCATION AND MILE POST) TO (END LOCATION AND MILE POST) ON THE (SUBDIVISION) SUB. (JOB ID & DATE) WAS INSTRUCTED BY YARDMASTER(NAME) AND TERMINAL TRAIN DISPATCHER(NUMBER OR NAME) TO HAUL (TRAIN ID) TO (END LOCATION) TO STAGE FOR OUTBOUND CREW. LEFT TERMINAL SWITCHING LIMITS @ (TIME) AND RETURNED @ (TIME). HEAD UNIT WAS THE (UNIT NUMBER) AND REAR CAR WAS (CAR ID), RAILROAD ADJUSTMENT BOARD AWARD NO.25145 DOCKET NO. 448-00-1-99-1-U-2077.

CLAIM FOR REGULAR ASSIGNMENT REQUIREMENT - 3/7/2014

CLAIM FOR REGULAR ASSIGNMENT REQUIREMENT

Claiming one basic days pay account of Extra Job being called where IGN requirements have been met to bulletin the job as a regular assignment. On (Date) CMS was instructed to call the Extra Job (I.D.) on duty at Englewood Yard @ (Time). This job has been called in excess and on this day is within the requirements outlined on Page 325 Article 40 to be bulletined for regular assignment.

Claim for Regular Assignment Requirement - 2/5/2014

Claim for Regular Assignment Requirement

Claiming one basic days pay account of Extra Job being called where IGN requirements have been met to bulletin the job as a regular assignment. On (Date) CMS was instructed to call the GEHPHP on duty at Galena park @ (Time). This job has been called in excess and on this day is within the requirements outlined on Page 325 Article 40 to be bulletined for regular assignment.

CLAIMING MEAL PERIODS ON YER62 AND YGP60 - 3/7/2014

CLAIMING MEAL PERIODS ON YER62 AND YGP60

Members,

I have received several inquiries about yard meals being declined on job ID's YER62 and YGP60 in the past few weeks. I have discussed the issue with SMTO Mike Dugger who has assured me that yard meals for these jobs will be paid pursuant to required information being submitted. The practice of simply putting no meals taken for entire tour of duty on the comments screen will lead to a declination and subsequent delay in arbitrary payments. Please give a brief description of work activities that were being performed during time your meals were required. Example; *I spoke to (yardmaster, manager, etc. at time) "No meals taken for entire tour of duty account being required by Englewood yardmaster to yard train in South 14 and hostile power to South 7 for air test and departure. Also no meals taken account awaiting signal for departure @ CPST000."*

Always, Always, Always include the manager's name who instructed you to work through your meals, and the time they told you to work through them, if you do not leave the yard. Members please add any additional information that pertains to the issue.

Common Section of UTU IGN Agreement - 8/24/2009

Hump Tower Foreman Agreement for Englewood Yard - 8/24/2009

Improper Deduction In Guarantee - Called outside call times. - 12/14/2013

Claim for Improper deduction in guarantee due to being called outside of call time. (Claim *both these claims when violation occurs, only claim Paragraph 3 if you have not laid off the entire half.*)

(1) Claiming a basic day's guarantee, account improper deduction in pay due to being called outside of the agreed upon yard calling times outlined on page 286 of the IGN agreement. It is stated that yardmen will not be required to make themselves available for call except between the hours of 0430 A.M. And 0630 A.M., 1230 P.M. And 1430 P.M., and 2030 P.M. and 2230 P.M. CMS attempted to contact me on (date) at (time) a full (Minutes) past calling time, and I was improperly penalized by this violation.

(2) Claiming 100 mile penalty claim for agreement violation account being required, by the carrier, to make myself available, by their own policy, in violation of page 286 of the IGN agreement. It is stated that yardmen will not be required to make themselves available for call except between the hours of 0430 A.M. And 0630 A.M., 1230 P.M. And 1430 P.M., and 2030 P.M. and 2230 P.M. CMS attempted to contact me on (date) at (time) a full (Minutes) past calling time, and I was improperly penalized by this violation.

Only if employee has not laid off for the entire half in which violation has occurred. (Even if you busted guarantee but not paid free day)

(3) Claiming one free day account improper deduction in pay due to being called outside of the agreed upon yard calling times outlined on page 286 of the IGN agreement. It is stated that yardmen will not be required to make themselves available for call except between the hours of 0430 A.M. And 0630 A.M., 1230 P.M. And 1430 P.M., and 2030 P.M. and 2230 P.M. CMS attempted to contact me on (date) at (time) a full (Minutes) past calling time, and I was improperly penalized by this violation.

(If you busted guarantee, took your free day, and was not affected, claim is not valid.)

Any questions on this matter please contact 2nd Vice Local Chairman
Nick Stone @832-766-3637

We must claim this violation in order to protect our yard agreement, Labor Relations has taken the position that 100% guarantee is for 100% availability; this is not the intent of the agreement. This claim will be appealed and processed to the furthest extent.

Attend your local meetings for progress updates on any appeals you have processed. I update the local on all appeals and communications every month, and provide accounts of all appeals to the local.

IMPROPER DRAINAGE IN YARDS - 3/7/2014

IMPROPER DRAINAGE IN YARDS

Claiming 100 mile penalty claim account of high water due to improper drainage between (track ID) and (track ID). This claim is based on page 322, Article 35 'Removal of Obstructions In Yards', All yards will be kept cleaned and properly drained and clear of any obstruction such as grass, weeds or any material that would endanger life or limb or impede the movement of any yardmen in the performance of their duties. Issue was reported on the safety hotline on (date) please refer to (safety hotline item number). On (date) I was required to work (job ID) and had to traverse over and around high water in the above stated location in the performance of my duties.

Members please add any additional information that pertains to the issue. We MUST report this issue on the safety hotline to provide documentation of the issue. Also if you have a stand-alone camera, please take photographic evidence of the drainage problem.

IMPROPER HANDLING DAILY PREFERENCE - 3/7/2014

IMPROPER HANDLING

DAILY PREFERENCE

CLAIMING LOST EARNINGS OF (JOB ID) ON (DATE) ACCOUNT BEING IMPROPERLY HANDLED BY CREW MANAGEMENT WHILE WORKING THE LS372 DP01 BOARD. ON (DATE) I WAS NOT ASSIGNED A JOB FOR THE SHIFT I WAS RESTED AND READILY AVAILABLE TO WORK. ON (DATE) THE (JOB ID) (POSITION) WAS NOT ASSIGNED AND WAS THE FIRST JOB I WOULD HAVE BEEN RESTED TO BE ASSIGNED. THIS CLAIM IS BASED ON PAGE 310, IN WHICH IS OUTLINED THE PROPER HANDLING OF SWITCHMEN ON THE ASSIGNED BOARD I WAS WORKING.

Instructions to allow Local Chairman access to your pay screen - 5/8/2013

Attention Members of UTU Local 1892

You must follow these instructions in order to allow me to look at your pay screen and assist you in resolving any pay disputes with the carrier.

Daniel Holak

Local Chairman UTU Local 1892

INVESTIGATION PENDING CLAIM - 3/7/2014

LS372 DP01 INVESTIGATION PENDING CLAIM

Claiming Lost earnings account being withheld from service pending investigation per (MANAGER NAME) between (Start Date) and (End Date). I have the job and positions for each Date listed below in order of the job and position I would have worked had I not been withheld from duty for investigation in which I was cleared of all charges and restored to service in good standings.

| | | |
|-----------------------------|----------------------------|-----------------------------|
| (Date)- (Job ID) (position) | (Date)-(Job ID) (position) | (Date)-(Job ID) (position) |
| (Date)- (Job ID) (position) | (Date)-(Job ID) (position) | (Date)-(Job ID) (position) |
| (Date)- (Job ID) (position) | (Date)-(Job ID) (position) | (Date)- (Job ID) (position) |
| (Date)- (Job ID) (position) | | |

You can put multiple dates on one claim, as long as your Date range is all within one half, if you were held out of service for multiple pay periods you must create separate time claims to represent each half you were withheld from service. If you would have worked more than 10 starts within that half you may list those dates and the job with position you would have held in one time claim respectively.

LS372 XS02 INVESTIGATION PENDING CLAIM

Claiming extra board switchman rate of pay account being withheld from service pending investigation per DRO Jason Jenkins between (Start Date) and (End Date). I would have been ready and available for work on the above listed dates and through no fault of my own was withheld from availability for investigation of which I have been returned to service in good standings with all charges dismissed.

If you were withheld from service for multiple pay periods you must submit a claim for each pay periods guarantee in order to be paid that half.

Outside Designated Yard Start Time Claim - 3/7/2014

OUTSIDE DESIGNATED YARD START TIME CLAIM

CLAIMING 100 MILE PENALTY CLAIM ACCOUNT BEING REQUIRED TO WORK (**JOB ID & DATE**) OUTSIDE DESIGNATED YARD START TIME. ON (DATE) I WAS REQUIRED TO WORK THE (**JOB ID**) ON DUTY AT (**START TIME**). PER IGN AGREEMENT PAGE 286 SECTION 5 THE DESIGNATED YARD START TIMES, WHERE THREE EIGHT(8) HOUR SHIFTS ARE WORKED IN CONTINUOUS SERVICE, ARE AS FOLLOWS; 0630-0800 1ST SHIFT, 1430-1600 2ND SHIFT, 2230-0001 3RD SHIFT. MY JOB START TIME WAS OUTSIDE THESE AGREED START TIMES LISTED ABOVE; THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER.

NOTE: YOU MUST CLAIM THIS UNDER A NON-SERVICE TIME CLAIM.

[Road Section of the UTU Ign Agreement - 8/24/2009](#)

[Side Letters for the IGN Agreement - 8/24/2009](#)

[Updates on FRA Regulations - 8/26/2009](#)

[UTU constitution - 10/1/2009](#)

[UTU Membership Application - 10/1/2009](#)

[Yard Section of the UTU Ign Agreement - 8/24/2009](#)

Claims

[Claims Format for Debris and Standing water along with Knuckle Claim. - 12/17/2013](#)