

# Show me the money!

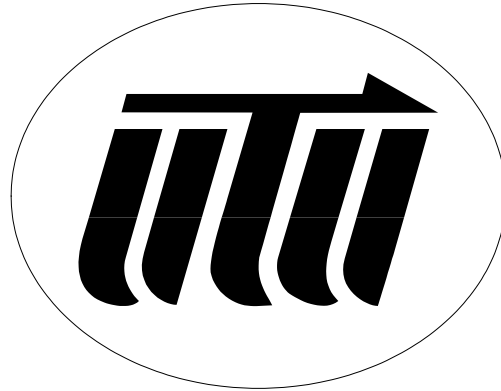
**How to make the Union Pacific Railroad Company pay you every cent that is rightfully yours.**

1. What are the game rules?
2. What part do you play?
3. Some proven game plans.
4. Tips to give you the edge.

This is a hands-on guide to revenue recovery developed by and for the members of United Transportation Union Local No. 492.

**UNITED  
TRANSPORTATION  
UNION  
LOCAL NO. 492**

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February 5, 2005

To: Conductors operating out of Roseville Terminal, and others  
From: Daryl Stinchfield  
Re: **“\$how Me the Money!”**

\* \* \* \* \*

This memo will introduce “\$how Me the Money!” in its fourth printing. It has been made available in digitized form from our website at [www.utu492.org](http://www.utu492.org) since the time it was first published on paper, but still we run out.

What has changed? **Call the shortage clerk.**

If your claim has been denied, your new next step is to call the shortage clerk. Many claims have been paid at this point. Plus, if it is a popular and valid claim, it will educate both the shortage clerk and the first round timekeeper that this type of claim needs to be paid promptly without denial.

What else? **Make and keep good records.**

If your claim goes to appeal, only you will be the provider of records. You must be able to supply all documentation to support your claim. Keep even the simplest records such as the call sheet, a snapshot of the board and any/all consists. You even have to prove that you were on duty as the company has taken the position it does not have to research your claim.



**united transportation union**

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Local No. 492 • Local Committee of Adjustment • 2090 McEachern Lane • Newcastle CA 95658-9735 • (916) 663-0492 • UTU492@jps.net

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April 5, 2001

Dear UTU Member

The carrier denies claims as a normal course of business. They do this knowing full well that they have nothing to lose and much to gain. Many of these denials are currently being disregarded by our membership. For various reasons claims are not being submitted to the carrier and denied claims are not being submitted to the local chairperson for handling. Some of you are drawing TPA and are not aware of the long-term consequences that your inactivity in this process could cause. Some of our younger trainmen are not aware of how to properly submit and document a claim for payment. I receive a list every month from timekeeping. This list is similar to the denial page you receive on your regular paycheck; there is very little detail regarding your claim. I receive only a small percentage of these claims for processing each month. The fact is, all denied claims must be sent to your local chairperson with proper documentation or they are doomed to fail.

Our inactivity in submitting and processing denied claims may have already had a long-term and irreversible effect on our future wages. Many of these denied claims that are not processed by trainmen could have already reduced the proposed trip rates. These trip rates are part of the proposed agreement that could be sent to our members for ratification. The wages and arbitrables that determine these proposed trip rates are still being discussed between the organization and the carriers. The test period that may be used to determine these trip rates is unknown to me at this time. It is important now and in the future that we claim what we are entitled to by contract. The carrier may have already gained the advantage on the proposed contract. If this is the case it is our own fault and was caused by our inactivity in submitting and processing claims. If you are a member of Local No. 492 and have questions regarding a claim please contact me for help. If I can't answer your question I will contact someone who can. If you are a trainman from another local contact your local chairman with your questions. It is important we stick together and share information with other trainmen who might not be aware that they have a claim or have been affected by your claim.

Conductors J. J. Giacomo, L. R. Fair, myself and others have compiled the following material. It is being distributed for all to view at the request of the membership of Local No. 492. This material is being made available to help all trainmen better understand and properly prepare claims. Well written and properly documented claims are easier for me to get paid during the initial appeal process and will help the general committee when it conferences your claim with the carrier or appeals it at the board level. Remember, the general committee and the carrier will not be as familiar with the details and locations of your claims as you are. It is a long process. It is vital to the success of your claim that it be well written and well documented. Please read the attached material; it will pay off now and in the future.

  
B. J. Ekin, Chairperson

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# Show Me the Money!

## How to make the Union Pacific Railroad Company pay you every cent that is rightfully yours.

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### What are the Game Rules?

#### THE TRAINMEN'S CLAIM PROCESS

1. You have 90 days from the date of the occurrence to submit a claim.
2. The Carrier has 90 days to either pay or deny your claim.
3. If your claim is denied, your Local Chairman has 90 days to submit the denied claim to a Carrier representative for conferencing (Form 10). It is very important to get all denied claims to your Local Chairman as soon after the denial as possible (see attachment: Claims Processing - The Member's Responsibility). Remember, you can't give your Local Chairman too much information. He/she will decide what is needed to submit with your claim. Your work ends here.
4. If the claim is denied by the Carrier representative, the Local Chairman may submit your claim to the General Committee for further handling (arbitration). The General Committee has 1 year from the date the claim was denied by the Carrier representative to arrange a Public Law Board (PLB). Arrangements for a PLB are made jointly with the Carrier. Unfortunately, "the parties [UP & UTU] may by agreement in any particular case extend the one year period..."

At any point throughout the process either the Local Chairman, or the General Committee, can decide your claim does not merit further processing. A decision of this type might result if a claim is ambiguous, if there is insufficient supporting information, or if the claim deals

with a new situation and it is felt the incident of your claim isn't strong enough to get a favorable PLB ruling. If a decision is made to discontinue processing your claim, you will be notified. Generally, good claims will be fully processed.

As you can see, this can be a very lengthy process.

It is very important not to get discouraged. If you get a claim before a PLB, you might have paved the way for favorable negotiations in the future.

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### What Part Do You Play?

#### THE MEMBER'S RESPONSIBILITY

To better ensure that your appeal of a denied claim is successful, please use the following procedure.

#### I. Include in your claim

- A. What are you claiming? (runaround, off assignment, what work, etc.)
- B. When did it happen? All times and dates from start to finish.
- C. Where did it happen? All stations, all mile posts, circs, yards and tracks.
- D. Who/what authorized it? (MTO, Dispatcher, work order, etc.)
- E. If appropriate, state why the action resulting in the claim happened.

## II. On the day you make your claim

A. Make a copy of both the claim and the working timeslip for the date of the claim. If relative status (runarounds, earnings) is a part of the claim, make a ZB copy of the boards involved and a translog for the dates. (translog example: ZB RV323 RT17 T T ; ; 02/15, shows all activities out of Roseville on Sparks/Portola Pool for 02/15).

B. Save all paperwork that supports the claim, including call sheet, lists or work orders.

C. Make a written statement describing what took place in case you have to explain your claim to your Local Chairman months later.

## III. Information your Local Chairperson needs to process claims (you can't supply too much information)

A. Fill out Form 29132 (Under Assignment list Board, Pool & Space, or Job, and Train ID)

B. Copy of any documents you saved under II, A & B (above).

C. Copy of the claim.

D. Copy of the any pay sheet relating to this claim. Denials show on your pay stubs.

## IV. Assemble the documentation, one package per claim, and leave in the union box for your LC.

This is what your Local Chairperson needs from you to process your claim. A claim submitted without the necessary supporting documentation/information is doomed to fail. If the claim is important to you, help get it paid.

## Some Proven Game Plans

### EXAMPLES, SAMPLES, HOW TO'S

All claims below apply to both pre and post 1985 trainmen. If you are unsure about a claim ask your Local Chairman. In the examples, words in {brackets} show where you would substitute your information, which is needed by either timekeeping to pay the claim, or your Local Chairman (LC) to process the claim. When it says {position} insert Conductor, Brakeman, Flagman, Lookout, etc. When you find {board/pool, space} in a claim example, the LC is looking for either the board or the pool and the space assigned, i.e. RT12, Space RV23. Where you see {train/job ID} show either the train, or the job ID, whichever applies. Don't turn in a claim on your working timeslip (FTU) and a =PE at the same time. "Supporting Documents" shows what information you should gather at the time of the occurrence and keep to turn over to your LC if the claim is denied (as well as items listed in attachment "Claims Processing," Item III).

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## Runarounds

### Article 23, Red Book

If not called in turn, but used within four (4) hours claim a 65 mile runaround. If not called within four (4) hours claim a 130 mile runaround. This applies when runaround by a trainman with the same relative status.

**Example 1:** I was not called in turn off of the {board/pool, space}. I was rested and available when {trainman used} was called to work the {position} on the {train/job ID} on duty at {date & time}. I was subsequently called at {date & time} as a {position} for the {train/job ID}. Claim a {65 or 130} mile board runaround, per 1976 Trainmen's Agreement, Article 23, Section A.

**Supporting Documents:** call sheet & translog & board (ZB)

Note: If runaround by a trainmen not having

the same relative status, i.e. a pool turn being shoved ahead when a rested extra man was available, claim is for the earnings of "the service in question" in addition to other earnings. ("Same relative status" means having the same right to the work, i.e. working from the same source of supply, such as the same extra board.)

**Example 2:** I was not called in turn off of the {board/pool, space}. I was rested and available when {trainman used} was improperly called to work the {position} on the {train/job ID} on duty at {date & time}. Vacancies on the {pool/job ID} are supposed to be filled off of the {your board or pool}. Claim the earnings of {name} who worked the {train/job ID, date & time}, a "trainman not having a same relative status," in addition to my earnings on this date, per 1976 Trainmen's Agreement, Article 23, Section F, 6.

**Supporting Documents:** call sheet & translogs & boards (ZB)

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### **Call & Release**

#### **Article 37, Red Book**

There are two types of call and release claims. If you are notified of the release at your calling place claim is for one (1) hour. If you are notified at your on duty point claim is for a 100 miles. Show in FTU remarks train/job ID, on duty time, release time, and amount claimed.

**Example 1:** Claim one hour under the provisions of the 1976 Trainmen's Agreement, Article 37, Section A., due to being called as the {position for which called} to work the {train/Job ID} on duty at {date & time}. I was subsequently notified that my services would not be needed at {date & time}.

**Supporting Documents:** call sheet if available, translog, FTU (paysheet)

**Example 2:** Claim a 100 mile day due to being

called on duty as a {position} from {board/pool, space} at {initial terminal, date & time}. I reported as instructed, but was subsequently notified that my services would not be needed at {date & time}. \*\* Claim is made under the provisions of the 1976 Trainmen's Agreement, Article 37, Section B.

**\*\* If appropriate include the following sentence at this point:** I performed service by {work performed} prior to the call being canceled.

**Supporting Documents:** call sheet, translog, FTU (paysheet)

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### **Missing Brakeman's Earnings (MBE)**

#### **Article IV, B, (2), SP West Modification Agreement**

MBE is generated by performing more than three work events en route between the initial and final terminals. Work en route is defined as between the initial terminal, the terminal or MP where train is received if patching, and the final terminal.

**Example:** Claim 94.4% of my total earnings for the work on this date as missing brakeman's earnings under the provisions of the SP West Modification Agreement, Article IV, B (2). Called as a Conductor from {board/pool, space}, for the {train ID, with engine #}, on duty at {terminal, circ 7, MP} at {date & time}. The following work events were performed at intermediate points en route, exceeding the amount allowed for Conductor only service.

Work Event #1: {P/U or S/O # of cars, car# - car #, at terminal, circ 7, yd #, track# at date & time, work authorized by}

(Show 3 more work events, making sure to include all information in example above.)

**Supporting Documents:** call sheet, copy of

work orders, copy of notes written down when receiving any verbal instructions noting who gave them, copy of BU for the train

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### **Short Turnaround Service (Dogcatch)**

#### **Article 15, Section A, Red Book**

There are three possible claims for an additional 100 mile day when working short turnaround service:

(1) If the crew is sent out of the terminal for an additional patch after having worked 100 miles.

(2) If the crew is sent beyond 25 miles from the terminal for any of the patches.

(3) If the crew is required to leave the terminal after eight hours on duty to make an additional patch.

**Example 1:** Called on duty as a {position} from {board/pool, space} at {initial terminal, date & time} to patch the {train/job ID, with engine #}, which crew took over at {date & time}, at {location, circ 7, MP}. Crew was relieved from service on this train at {location, circ 7, MP} for a total of {miles}. Crew was instructed by {title & name} at {date & time} to make a subsequent patch on {train ID, with engine #}, which crew took over at {date & time} at {location, circ 7, MP}. Crew was relieved from service on this train at {location, circ 7, MP} for a total of {miles}. Crew was instructed by {title & name} at {date & time} to make a subsequent patch on {train ID, with engine #}, which crew took over at {date & time} at {location, circ 7, MP}. Crew was relieved from service on this train at {location, circ 7, MP} for a total of {miles}. Claim a 100 mile day under the provisions of the 1976 Trainmen's Agreement, Article 15, Section A, which specifies that all trips "not exceed 100 miles."

**Example 2:** Called on duty as a {position} from {board/pool, space} at {initial terminal, date & time} to patch the {train/job ID, with engine #}, which crew took over at {date & time}, at

{location, circ 7, MP}, a distance of {miles} from my initial terminal switching limits. Work on this train was completed at {terminal} at {date & time}. Crew was instructed by {title & name} at {date & time} to make a subsequent patch on {train ID, with engine #}, which crew took over at {date & time} at {location, circ 7, MP}, a distance of {miles} from my initial terminal switching limits. Claim a 100 mile day under the provisions of the 1976 Trainmen's Agreement, Article 15, Section A, which specifies multiple trips must "not exceed 25 miles."

**Example 3:** Called on duty as a {position} from {board/pool, space} at {initial terminal, date & time} to patch the {train/job ID, with engine #}, which crew took over at {date & time}, at {location, circ 7, MP}. Work on this train was completed at {terminal, date & time}. Crew was instructed by {title & name} at {date & time}, over eight hours from the on duty time, to make a subsequent patch on the {train/job ID, with engine #}, which crew took over at {date & time} at {location, circ 7, MP}. Claim a 100 mile day under the provisions of the 1976 Trainmen's Agreement, Article 15, Section A, which specifies trainmen will not be sent out of the initial terminal after "eight consecutive hours, except as a new day."

**Supporting Documents:** call sheet, -FL which shows arrival of train in terminal (-FL\_Train ID\_Train date), FRA report showing service on all trains and deadheads. (F7/F8 Y, by marking Yes you get the option of listing multiple trains, which may be the only documentation of the trains worked.)

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### **Yard Day**

#### **Article 44, Red Book**

A yard day may be claimed when service is performed within the limits of a yard that employs yard crews. One yard day claim occurs when road crews are required to yard (dog catch) a train received within yard limits. Another yard

day occurs when road crews are required to make more than three work events (pick ups & set outs, other than bad orders) when yard crews are on duty. In addition, the crew of a "over-the-road solid run-through train" if required to perform more than one of the moves listed below (PLB 219), is entitled to a yard day. Also, if a crew is required to set out cars not intended for their train, they are entitled to a yard day. Claim information should contain all moves made including beginning and ending car #s of each pick up or set out, terminal, yard track used, times, and who or what authorized the work.

**Example 1:** Called on duty as a {position} from {board/pool, space} on duty at {date & time} for dog catch service. Crew was instructed by {who gave instructions} at {date & time} to proceed to {location, MP} to take over the {train ID, engine #} and yard train in {track}. All work took place between {date & time} and {date & time}. Claim 100 mile yard day for performing work reserved for yard crews while yard crews were on duty.

Public Law Board 219 set the current restrictions for road crews working within initial and final terminals. Besides pick ups and set outs, a road crew can receive or leave their train on multiple tracks, receive or leave cars in interchange with a foreign railroad, transfer cars within switching limits, and spot or pull cars at industries. Be aware that picking up or setting out the train from multiple tracks, when one track would have held the train, is only considered one move no matter how many tracks are involved.

**Example 2.** Called on duty as a {position} from {board/pool, space}, working on the {train ID, with engine #} on duty at {terminal} at {date & time}. Crew on the {train ID} was required to make four moves in switching out train {before departure/upon arrival}, at {terminal}. Crew was instructed by {title & name} to make {#} of set outs and/or # of pick ups} at {terminal, circ 7}, into the following tracks: #1: {S/O or P/U #

of cars, car# - car#, to yd#, track#, at date & time} (Show 3 more work events.)

All service was performed on {date} between {time and time}. Claim 100 mile yard day account of work performed in a yard where yard crews are employed and on duty daily.

Note: When you claim a yard day for doing the work of switchmen, there is a reciprocal claim for the switchmen because you have "stolen" their work. In this case, please make a second set of documents for the switchmen's local chairman so that he may pursue the claim in their behalf.

**Supporting Documents:** call sheet, FTU, an RG list showing cars S/O, yard track lists showing cars P/U, or notes made when the instructions were given, noting who gave them, pay stub showing denial

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### **Lost Earnings (Make Whole) Claims**

**Article 23, Section 6,  
Article 53, Section A,  
Red Book**

Claims for lost earnings arise from being used off of your regular assignment, mishandled by the crew dispatcher, held off of on company business (i.e. rules classes and examinations, court appearances ordered by the Carrier, deposition ordered by the Carrier, investigations).

**Example:** Claim full earnings of {position and name of person} who was used on assignment {train/job ID} at {date and time} account {reason you are entitled to work, explain in detail}.

**Supporting Documents:** board (ZB) & translog of board you worked, if appropriate, as well as board (ZB) & translog showing your regular turn (for which you are claiming the earnings), callsheet, FTU showing pay of trip you are claiming if you can get it, your FTU, pay stub

## Off Assignment

### Article 34, Section B, 1 (b) & Section C, 8, Red Book

Off assignment claim can be made when required to run off the assigned bulletin miles. Off assignment can be claimed if required to go beyond the 25 mile zone to get a train. Off assignment can be claimed if the 25 mile zone conditions of receiving the "train on the far side of the terminal and run through to the scheduled terminal" are not met. Example 2 is unique to pools working westbound trains into Roseville.

**Example 1:** Claim {100 or 130} mile basic day in penalty for being required to run off assignment. Called on duty as a {position} from {board/pool, space}, working on the {train ID, with engine #}, on duty at {terminal} at {date & time}. Crew was instructed by {title, name, or document giving instructions} to go beyond the assigned bulletin limits. Crew left assigned territory at {station and/or MP} at {date & time}, worked between {MP and MP}, and returned to the assigned bulletin limits of {pool/job ID} at {date & time}.

**Example 2:** Claim 130 mile basic day in penalty for being required to proceed beyond the limits of my assignment. Called on duty as a {position} from {board/pool, space}, working on the {train ID, with engine #} on duty at {terminal} at {date & time}. Crew was required to run through Roseville, my final terminal, going back out on the main line and entirely beyond the 1934 west terminal switching limits of MP102.041 at {date & time}. Crew, with {engine #}, returned to the assignment limits of the territory at {date & time}, and put the power away in Roseville Yard.

Note: Pool crews used off assignment get 130 miles. All other crews get 100 miles.

**Supporting Documents:** call sheet, notes you made showing all times and locations, copies of work orders showing any work done off assigned territory if available, FRA report (show DH to or from OA point)

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## Meal Allowance

Crews working any service other than "pool freight" should claim the \$12.50 meal allowance. Claim for helper service is different than for other work.

**Example 1:** Claim the \$12.50 meal allowance in lieu of the \$1.50 actually paid. Called on duty to work the {helper ID} at {date & time}. The meal allowance for helper service, as provided for in TRN 1- 1307, 3, g, is \$12.50. TRN 1-1307, was not specifically amended by the SP West Modification Agreement.

**Example 2:** Claim the \$12.50 meal allowance in lieu of the \$1.50 actually paid. Called on duty to work the {train/job ID} at {date & time}, which was not "pool freight service." The \$12.50 meal was paid for this type of service, prior to the implementation of the Roseville Hub Agreement, and not specifically disallowed by the SP West Modification Agreement.

**Supporting documents:** call sheet, FTU (pay screen)

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## 25 Mile Zone

### Article VI, B, 1, Roseville Hub Agreement

Claim is an off assignment claim generated by working within 25 miles of the terminal switching limits on the "far side" of the on duty terminal, run back through the on duty terminal on the trip to the scheduled final terminal. Picking up a train at points other than on the far side of the terminal, or beyond 25 miles from the terminal switching limits, would generate a 130 mile off assignment claim. Compensation is at one half the basic day (65 miles), unless time in

25 mile zone exceeds four hours, in which case compensation is at a per minute basis. Make sure you include in your FTU remarks time departed and returned to initial terminal switching limits.

**Example:** Claim {4 hours or actual time if over 4 hours} for operating within the 25 mile zone, between {MP & MP} under the provisions of the Roseville Hub Agreement, Article VI, B, 1. Called on duty as the {position} from {board/pool, space}, working on the {train ID, with engine #} on duty at {terminal} at {date & time}. Instructed by {who instructed you} to get train at {location, MP}. Crew departed terminal switching limits, {MP} at {date & time}. Crew took command of the {train, engine #} at {location, MP} at {date & time}. Crew returned to {terminal switching limits, MP} at {date & time}. Total time in the 25 mile zone was {total time}.

Note: UP is currently deducting time spent within the 25 mile zone from overtime. There is no language in the Roseville Hub Agreement to support this deduction of overtime. Claims for all overtime deducted should be processed as well.

**Example:** Claim the {total amount} of overtime deducted from pay for working the {train ID}, within the 25 mile zone. Called on duty as a {position} from {board/pool, space}, working on the {train ID, with engine #} on duty at {terminal} at {date & time}. Crew took command of {train ID} at {location, circ 7, MP}, within the limits of the 25 mile zone. Crew tied up in {terminal, circ 7} at {date & time} for a total time on duty of {total OD time}. The time the crew spent within the 25 mile zone, was improperly deducted from the overtime for this date. There is no provision in the Roseville Hub Agreement for this type of deduction. Supporting Documents: callsheet, FTU pay stub showing denial, pay stub showing deduction

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## 25 Mile Zone Switching Limits

Note: Picking up trains beyond these limits result in a 130 mile off assignment claim.

Roseville eastbound (Martinez Sub) MP102.041 - MP77, West Davis

Roseville eastbound (Fresno Sub) MP102.041 - MP54.0, 1.5 miles south of Elk Grove Siding

Roseville westbound (Roseville Sub) MP110.826 - MP135.826, #1 MP110.863 - MP135.863, #2

Roseville northbound (Valley Sub) MP107.7 - MP132.7 (south Ostrom)

Fresno northbound (Fresno Sub) MP210.79 - MP235.79

Oakland eastbound (Coast Sub) MP14.01 - MP39.01

Sparks westbound (Nevada Sub) MP247.57 - MP272.57

Portola eastbound (Winnemucca Sub) MP323.09 - MP348.09

San Jose eastbound (Coast Sub) MP55.6 - MP80.6

Dunsmuir southbound (Black Butte Sub) MP326.6 - MP351.6

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## Tips to Give You the Edge

BY LAWRENCE FAIR

I'd like to share a few tips for making it easier to organize and keep track of claims.

Get some type of filing system, i.e. space in a filing cabinet, an accordion folder, or a cardboard box, so you can catalogue by months.

Use a calendar with room to write notes along with your time book to keep track of the claims filed.

When you file a claim, keep all paperwork associated with the claim. See "Supporting Documents" in the claim package. Make a note on your calendar 90 days from the filing date of the claim. If you have not received payment or a denial by that date, the claim should be allowed (Article 58, Section C, 1 - Red Book).

Make a note on your calendar with some kind of code you will recognize for claims (i.e. CL/OA = claimed off assignment) under the date you worked.

Watch for either payment or a denial. When you get your check/payroll register go over your pay and claim denials, showing claims paid or denied on your calendar.

If denied, make a note showing date of denial. It is very important to get all of the claim material to you Local Chairman as soon as possible after this date. If you don't give your Local Chairman an adequate amount of time to process your claim to the next level, you may be just throwing money away. Once you take care of this step, your work is finished; check it off on your calendar.

The idea is to be able to quickly look over the calendar to see where you are with each claim.

In a normal month I may spend between 2 or 3 hours going over my pay and doing my claim bookkeeping. November 2000 was a pretty typical month for me. I submitted 25 claims. Of those 25 claims, 9 were paid without further processing for a total of \$597.07 (I average \$500.00 a month), 1 was dropped due to poor wording on my part, 9 have already been submitted to my LC, 3 have passed the 90 days without denial (unusual) and I am processing those for payment, and 3 have not yet been either denied or paid. All this information is available at a glance from my calendar.

If I spent 3 hours in November my average hourly wage calculates to \$199.02 before the other claims are processed, which is by far the highest hourly rate of pay I receive working for the railroad.

It gets easier (and faster) the more you do it.

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