

Claims Handling Considerations

BMWED Arbitration
Dept.

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I=ISSUE

R=RULE

A=ANALYSIS

C=CONCLUSION



Purpose of the claim



- The purpose of writing a claim is to demonstrate a violation of the Agreement.
- Be meticulously accurate with the facts. DO NOT overstate your case.
- If the facts do not demonstrate an agreement violation do not progress the case.
- Stay focused on the purpose of claim handling, that is to prove a violation of the Agreement.
- Write a letter, print it out, sit on it for a week, go back with a red pen and ask yourself what can be eliminated.
- Once an Agreement violation has been proven, stop, conference, and submit to the Arbitration Department if necessary.

I - State the Issue

Identify the issue, and how the issue relates to the facts by forming an issue statement. For developing a potential claim, this issue statement is best framed as a question. For example, based on your review of the facts, ask yourself (taken from samples within the UP Agreement):

- Was Rule 35 of the Agreement violated when the Claimant was not compensated at the time and one-half rate for service performed in excess of 8 hours on December 1, 2023 at North Yard?
- Was Rule 48(a) violated when the Carrier failed to provide the Claimant with a Fair and Impartial hearing insomuch as the hearing officer coached witness testimony outside of the hearing?
- Was Rule 52(a) violated when the Carrier failed to provide 15 days notice to the General Chairman prior to subcontracting work customarily performed by Maintenance of Way employes of hauling equipment from Des Moines to Denver on December 1, 2023?

R - Identify the Rules

Identify and **READ** all the rules which may be relevant to the claim and understand how those rules interrelate. This means **READ** the entire rule, not just a blurb from the rule which may have been used in the past. Every time you write a claim, pull out the agreement to read and study the relevant rules.

If the issue is “was the Agreement violated when the Carrier subcontracted the work of hauling equipment from Des Moines to Denver,” we might look to the following rules.

- Scope rules, which generally state who is governed under the terms of the Agreement and what workers have rights under the Agreement.
- Seniority Groups and Classes, which will more specifically provide what workers would have established right to perform work in a specific territory or classification of work.
- Other rules may further define the classification of work between Agreement-covered employees, based on territory, type of work, duration or work, how it was scheduled, and so on. “Call out” rules, priorities for overtime work, or similar provisions may govern.
- Rules, Letters of Understanding, or other Agreement provisions which specify what work, if any, the carrier is allowed to contract to outside forces, as well as any requirements or limitations on the carrier in contracting out such work.
- The December 11, 1981 LOA (the Berge-Hopkins letter) is often incorporated into Agreements in some form.
- Your Agreement may include further Letters of Agreement, Letters of Understanding, or similar items.

A - State and Analyze the Facts

After developing an issue statement and reviewing of the relevant rules, take an inventory of the relevant facts.

Tell a sequential story based upon the facts which demonstrate a violation of the relevant Agreement rules. Keep to verifiable FACTS, which you can support with evidence, not opinion. If you don't have evidence supporting a fact, and that fact is challenged, it is NO LONGER a fact.

Assertions without evidence, when challenged, will result in a dispute in fact, which is resolved against the party with the burden of proof.

Therefore, just as the Carrier will challenge our bald assertions, we too, must challenge the Carrier's bald assertions.

Bottom line is, we **must** support relevant facts with evidence.

C - Conclude

Answer the question initially posed by the issue.

As an example: Yes, the Carrier violated Rule 52(a) when it subcontracted work of hauling equipment between Des Moines and Denver without providing 15 days notice to the general chairman.

Your ability to demonstrate a violation of the Agreement is the same regardless of what prior awards may have said on the topic. Either the Agreement (i.e., the Rules) were violated, or they weren't. Focus on proving a violation of the Agreement. Use award research for context, not to make your case.

Avoid Pitfalls

Copy/paste errors.

Unnecessarily long letters.

Overstating your case and misapplying facts to rules.

Missing arguments.