

**The American Railway
And Airway Supervisors
Association/TCU**

International Association
of Machinists and Aerospace Workers



ARASA LODGE 5101

DATE

Claim # _____

FEDEX # _____

Manager First Last Name

Manager Title

Manager Address

City, State Zip code

Dear **Mr./Ms. Manager last name**,

Presented herewith, for your consideration and adjustment, is a claim arising from a dispute at the Carrier's **Facility, City, STATE**.

STATEMENT OF CLAIM:

- (1) The Carrier violated **Appendix N Section 11 (B) and others** of the current Union Pacific and ARASA Agreement **date of violation**, when it denied Car Foreman **Name** EID#0000000, herein referred to as Claimant, **his/her** right to fill the open position at the appropriate overtime rate of pay.
- (2) The Carrier shall now be required to compensate Claimant for eight (8) hours at the applicable overtime rate for the shift **he/she** was wrongfully denied.

STATEMENT OF FACTS:

- Claimant is a CAR Foreman at the **Location**, in **City, State**.
- On **Date**, Car Foreman **Name** EID#0000000 took a vacation day. **His/Her** assigned hours are **0700-1500**.
- **Claimant's** bulletined position is **1st** shift **RIP** Foreman with **Tuesday/Wednesday** rest days.
- On **Date**, the Carrier filled **Name's** **1st** shift Car Foreman's position with a subordinate craft employee ***Name** EID#0000000, bypassing the Organizations overtime calling process.
- Claimant was available and not called to cover the position.

POSITION OF THE ORGANIZATION:

The Carrier acted in an arbitrary manner by failing to allow the Claimant to work the open position. The Carrier elected to violate **Appendix N Section 11 (B) and others** of the current agreement between Union Pacific and ARASA when it allowed a subordinate craft employee, with no ARASA seniority, to fill the position that exclusively belongs to ARASA. The Carrier chose to fill the position with a subordinate craft employee instead of calling the Claimant through the normal overtime calling procedure.

The Carrier violated **Appendix N Section 11 (B)** of the current Union Pacific-ARASA agreement which states:

“As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute “vacancies” in their positions under any agreement. When the position of a vacationing employee is to be filled and the regular relief employee is not utilized, effort will be made to observe the principle of seniority.”

CONCLUSION:

The Carrier violated **Appendix N Section 11 (B)** when it utilized a subordinate craft employee to cover an ARASA represented position. The Claimant was available to work from 0700-1500 on **Date** and not called. The Carrier shall now compensate Claimant to make whole. Therefore, request is made that the claim be sustained as presented. Please advise when accomplished.

Respectfully,

Alan Harris
ARASA Vice General
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Beebe, AR 72012
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CC: M.L. Sellers GC ARASA 5101

Attachments