

**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 P Section 7** and others of the current Union Pacific and ARASA Agreement on **Date of violation**, when it denied Locomotive Foreman **Name** EID#0000000 herein referred to as Claimant, **his/her** right to fill a Foreman vacancy.
- 2) The Carrier violated **Rule 3 (e)** of the current Union Pacific and ARASA Agreement when it failed to allow ARASA to ensure the vacancy was properly filled.
- 3) The Carrier shall now be required to compensate Claimant for eight (8) hours at the applicable overtime rate.

**STATEMENT OF FACTS:**

- On **Date**, Locomotive Foreman **Name**, EID#0000000 took a **type of vacancy**. **His/Her** assigned job is **Light Repair** Foreman from **0700-1500**.
- On **Date**, **Director/Manager Name** informed Foreman General I (FGI) **First Last Name** no overtime would be paid to cover **Mr./Ms. Last Name** vacancy.
- On **Date**, FGI **Name** worked the Foreman position vacated by **Mr./Ms. Last Name**.
- Claimant is a Locomotive Foreman at the **Location Shop**, in **City, State**.
- Claimant's bulletined position is **1<sup>st</sup>** shift **IBOB** supervisor with **Tuesday/Wednesday** rest days.
- Review of overtime board shows the Claimant was available and not called to cover the vacancy.

## POSITION OF THE ORGANIZATION:

The Carrier acted in an arbitrary manner by failing to utilize an ARASA Foreman to fill the vacant position and elected to use an FGI to fill the position. The Carrier violated **Appendix P Section 7** when FGI **First Last Name** worked for Foreman **Last Name** on 1<sup>st</sup> shift **Light Repair**. A Foreman General may be utilized at facilities with less than ten (10) shop craft employees. In fact, **Location** Locomotive Facility has over **five hundred (500)** shop craft employees. On the day in question, FGI **First Last Name** supervised over **thirty (30)** shop craft employees,

The Carrier violated **Appendix P Section 7** which states in pertinent part:

***“Foreman-General I may be utilized at the option of the Carrier to supervise craft employees at points where there are no more than ten (10) Shop Craft employees actively employed. A foreman may be replaced by a Foreman-General I in such circumstances only by mutual agreement. The parties further recognize that the Carrier is not obligated to maintain a Foreman-General I position in such circumstances and that the elimination of any such position does not give rise to any claim liability on the part of the Carrier.”***

Rule 3(e) (revised) states in pertinent part:

***“It is also understood that when a vacancy is filled as set forth in the modified language above, the Organization is solely responsible for and will ensure all vacancies are properly filled in accordance with Rule 3 (e), as modified.”***

**Director/Manager Name** violated this rule when he instructed FGI **First Last Name** to cover the **Light Repair** Foreman position.

The Organization has included the following exhibits to support its position.

- FGI **First Last Name** time card
- List of shop craft employees FGI **Last Name** supervised
- List of shop craft employees showing **Location** Locomotive has more than ten (10) shop craft employees
- Claimant’s job bulletin
- A copy of Rule 3(e) modification dated July 31, 2017
- Copy of Appendix P Section 7
- Copy of overtime sheet

## CONCLUSION:

The Claimant was available to work from **0700-1500** on **Date** and not called. Rule 3 (e) specifies clearly how vacancies will be filled. Carrier violated the agreement by instructing a FGI to perform supervisor duties at a location with more than ten (10) shop craft employees. Therefore, request is made that the claim be sustained as presented. Please advise when accomplished.

Respectfully,

Shamaree Buhlig  
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CC: S Buhlig VGC ARASA 5101

Attachments