

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

**STATEMENT OF FACTS:**

- Claimant is a car supervisor at the **Location** Car Department, in **City, State**.
- On **Date**, Car foreman **Name**, EID# \_\_\_\_\_ took a **type of vacancy**. **His/Her** assigned hours are **0700-1500**.
- **Claimant's** bulletined position is **1<sup>st</sup>** shift **RIP** supervisor with **Tuesday/Wednesday** rest days.
- On **DATE**, the Carrier filled **Name's** vacancy from **0700-1500** with a Carman craft person (**First Last \*Name** EID# \_\_\_\_\_), bypassing the Organizations overtime calling process.
- Mr. **Last \*Name** performed foreman duties including but not limited to: assigning work, conducting SQP meeting, job briefing with Carmen, releasing cars, overseeing shop and light track operations, etc.
- 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 call the Claimant to cover the vacancy. The Carrier elected to violate **Rule 3(e) and others** of the current agreement between Union Pacific and ARASA when it utilized a Carman to fill the position and perform work that exclusively belongs to ARASA. The Carrier filled the vacancy with a craft person instead of calling an ARASA foreman through the normal overtime calling procedure as contained in revised Rule 3 (e).

Rule 3(e) states:

***“When filled, vacancies of two (2) days or less will be filled by regularly assigned foremen, if available, at applicable pro rata or overtime rate of pay.”***

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.”***

Rule 3(e) as amended is clear and unambiguous. It details who has first right to cover ARASA vacancies and how that process is administrated. In the instant case, Carrier willfully violated the agreement. Claimant was first to be called and was denied his contractual right to the work.

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

- Claimant’s EDCS calendar
- Claimant’s job bulletin
- Shop craft employee EDCS (pay code change)
- Supporting documents proving shop craft employee perform ARASA duties
- A copy of Rule 3(e) modification dated July 31, 2017
- 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 utilizing a subordinate craft person to perform foreman duties. Therefore, request is made that the claim be sustained as presented. Please advise when accomplished.

Respectfully,

Alan Harris  
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CC: M.L. Sellers GC ARASA 5101