

**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 6** 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, the overtime rate of pay for working outside **his/her** regularly assigned hours.

2) The Carrier shall now be required to compensate Claimant in the amount of **\$151.84**, the difference between the straight time rate and the overtime rate.

**STATEMENT OF FACTS:**

- Claimant is a Car Foreman at the **Location Car Dept.**, in **City, State**.
- On **Date**, **Name** EID#**0000000** took a vacation day. **His/Her** assigned hours are **0600-1400**.
- Claimant was called to work through the normal overtime calling procedure at the **Location** facility.
- Claimant's regular assigned hours are **1400-2200**.
- On **Date**, the Claimant worked **Name's 1<sup>st</sup>** shift (**0600-1400**) **Support Track** position at the **Location** Car Facility.
- Carrier adjusted Claimant's EDCS calendar from overtime to straight time rate of pay.

## **POSITION OF THE ORGANIZATION**

The Carrier acted in an arbitrary manner when it violated **Rule 6** by adjusting the Claimant's rate of pay to the straight time rate.

Rule 6 states, in pertinent part:

***"Excluding preparation time as provided in Rule 4, for continuous service before or after regular working hours, employees will be paid on the actual minute basis; forty (40) minutes or less of work will be paid at straight time rate with a minimum of one (1) hour; and forty-one (41) minutes or more paid at the one and one-half (1½) times the applicable straight time rate with a minimum of one (1) hour."***

## **CONCLUSION:**

The Claimant worked continuous service beginning at 0600 and ending at 2200. He/She was entitled to overtime rate from 0600 to 1400 in accordance with the agreement. The Carrier violated the agreement by arbitrarily reducing the Claimant's rate of pay for time worked outside of his/her normal assigned hours.

Therefore, request is hereby made to sustain the claim as presented. Please advise when accomplished.

Respectfully,

Alan Harris  
ARASA Vice General  
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Beebe, AR 72012  
501-606-1750 / [agharris30@gmail.com](mailto:agharris30@gmail.com)

CC: M.L. Sellers GC ARASA 5101

Attachments

\*\*(attach Claimants job description showing shift and rest days  
EDCS description screen showing pay code change  
Foreman on vacation calendar clip  
Other supporting documentation if applicable)