

**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 Locomotive 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 Locomotive Foreman at the **Location Shop**, 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 Locomotive facility**.
- Claimant's regular assigned hours are **1400-2200**.
- On **Date**, the Claimant worked **Name's 1st shift (0600-1400) Service Track** position at the **Location Locomotive 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,

Shamaree Buhlig
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North Platte, NE 69101
(308) 520-5953 / shamaree2@gmail.com

CC: S Buhlig VGC 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)