

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

International Association
of Machinists and Aerospace Workers



ARASA LODGE 5101

DATE

Claim # _____

Certified Mail # _____

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 7(a)** 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 **his/her** rest day.

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 the Claimant was wrongfully denied.

STATEMENT OF FACTS:

- Claimant is a Locomotive Foreman at the **Location**, in **City, State**.
- On **Date**, Locomotive Foreman **Name**, EID#**0000000** took a single day vacation. **His/Her** assigned hours are **1500-2300**.
- On **Date**, Claimant was called through the normal overtime calling procedures to fill Foreman **Name's** vacation.
- **Date** was the Claimant's first assigned rest day.
- On **Date**, Claimant clocked into EDCS (the Carrier's time keeping system) at the applicable overtime rate of pay, in accordance with the agreement.
- On **Date**, the Carrier adjusted the Claimant's time in EDCS to the straight time rate of pay.

POSITION OF THE ORGANIZATION:

The Carrier acted in an arbitrary manner when it violated **Rule 7 (a)** by adjusting the Claimant's rate of pay to the straight time rate.

Rule 7 states:

Rule 7 (a) Holidays and Rest Day Work

“(a) Work performed by employees on their assigned rest days and on the following holidays unless substitution has been made by an agreement namely, New Year’s Day, Presidents’ Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve (the day before Christmas is observed), Christmas Day and New Year’s Eve (the day before New Year’s Day is observed) (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday) shall be paid for at the rate of one and one-half (1½) times the applicable straight time rate.”

The rule is clear and not open to interpretation. When an ARASA supervisor works a rest day, they are paid at the overtime rate of pay. The Claimant's pay for working his rest day was arbitrarily reduced by the Carrier in clear violation of the agreement.

Therefore, request is hereby made that the claim be sustained as presented. Please advise when accomplished.

Respectfully,

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

CC: S Buhlig VGC ARASA 5101

Attachments