



March 6, 2011

Organization file # 202663900

USPS TRACKING# **7010 1060 0000 5391 4670**

To: Liz Dewald

Labor Relations

1400 Douglas Street STOP 0710

Omaha, NE. 68179-0710

Dear Liz,

This will serve as my formal notice of appeal to you for the following claim:

Craft/Title	Conductor
Claimant	PA Murchie
EMP ID	404891
Claim Date	01/31/2011
=PE/Receipt for Claim #	202663900
Declination #:	2026639
Amount Claimed	\$221.21

On Claim Date Claimant was:

Assigned At:	WD640
Working Assignment:	0014
Working From Board:	XC01

ADDITIONAL SPECIFICS OF CLAIM:

The payment should be made of \$221.21 in lost earnings. CMS-Timekeeping penalized claimant one guarantee day for being laid off Federal Rest. The Railway Labor Act put claimant into Federal Rest, the claimant did not request this status but was placed in this status by the Railway Labor Act. Federal rest is federal rest whether it is ten or forty eight hours it is required by the Railway Labor Act and the claimant should not have been penalized.

ARGUMENT

I.A.W. Article II section 7 (B), (C),(D) & (F) of the 1992 UPED crew consist agreement. Guarantee will only be reduced when an employee lays off, misses a call or is not available for a call. On the dates and times in question claimant was available and ready for call. Without prejudice to the organization's position that what is involved is a major dispute under the Railway Labor Act, a claim is hereby submitted for claimant for one day guarantee on account claimant was placed into Federal Rest status by the Railway Labor Act on 01/31/11 at 08:55 until 02/01/11 00:00.

Specific, relevant agreement provision(s) and/or arbitration award(s) supporting claim:

1992 Crew Consist Agreement Article II Guaranteed Extra Boards Number 7 Part B, C, D & F.

- (b) A Guaranteed Extra Board employee standing first out who lays off, lays off on call, misses call or is not available for call will have the guarantee reduced by the amount he would have earned had he not laid off on call, missed call or not been available for call, with a minimum reduction of one guaranteed day.
- (c) An employee who lays off when other than first out will have his guarantee reduced by one (1) day for each 24hour period or portion thereof.
- (d) An employee assigned to a Guaranteed Extra Board who is unavailable for more than two (2) occurrences per pay period or who is unavailable for more than eighty-four (84) combined hours per pay period, will forfeit his guarantee for that pay period. Elected union representatives who are unavailable because of union work will not be subject to this Section (d) but will be covered by Section (e) of this Article II.
- (f) The guarantee reductions shall not apply for absences due to Bereavement Leave, Personal Leave Paid Vacations, Rules Classes, Jury Duty, Physical Examinations or other instances where the employee is held at the instruction of the Carrier.

Respectfully

Mike Harbin
Local Chairman UTU