



LOCAL COMMITTEE OF
ADJUSTMENT
UTU - LOCAL - 202
953 A

November 7, 2010

Organization file # 082738100

USPS TRACKING# **7010 1060 0000 5391 4595**

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	DP, Ingbretson
EMP ID	0105746
Claim Date	09/08/2010
=PE/Receipt for Claim #	082738100
Declination #:	0827381
Amount Claimed	\$297.39

On Claim Date Claimant was:

Assigned At:	WD640
Working Assignment:	DJ53
Working From Board:	AT30

ADDITIONAL SPECIFICS OF CLAIM:

The payment should be made of \$297.39 for a 100 mile basic day plus 80 over miles for make-whole.

ARGUMENT:

Claimant was working regular scheduled bulletined assignment when crew was unable to tie-up to be rested for their start on 09/08/2010. While working the WD640 DJ53 on 09/07/2010 the claimant was not relieved by extra crew in the proper amount of time to tie-up and be rested for his start on the following day, causing claimant to be laid-in per the agreement. The carrier failed to properly relieve the DJ53 local crew on 09/07/10. Train management knew what time that the claimant and his crew should have been relieved but failed to do so in a timely manner. Claimant had contacted the appropriate train management and notified them that they needed to be relieved in a relevant time frame so that they would not expire on their hours of service. The claimant and his crew were still not relieved in the time frame that demanded claimant to be rested for his assignment the next day.

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

I.A.W. Union Pacific Easter District Rule 59.

RULE 59. GUARANTEE. (a) Regularly assigned way freight, wreck, work, and construction conductors and brakemen whose turn is "laid-in" and who work their assignment on the workday immediately preceding and the workday immediately following the day on which it was "laid-in", will be guaranteed not less than 100 miles, or 8 hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If through act of Providence, it is impossible to perform regular service, guarantee does not apply, except regularly assigned freight conductors and brakemen will be paid for not to exceed 5 days time lost if held at terminal because of washouts, wrecks, storms and blizzards.

(b) Crews may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment. It is understood that this provides how crews may be used in any class of service in lieu of their assigned service, but it does not authorize compensation thus earned to be applied to make up any time that crews were ready for service and not used.

(c) Conductors and brakemen regularly assigned to local or mixed runs of over 100 miles who on any date cover only a portion of their run will be compensated on basis of actual service performance with minimum payment of not less than the equivalent of the mileage of their regular run.

Respectfully

Mike Harbin
Local Chairman UTU