



September 15, 2009
 Organization file # 787288300
 USPS TRACKING# **7006 2150 0001 4861 6867**

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 | Hostler |
| Claimant | Joseph Kosik |
| EMP ID | 4265 |
| Claim Date | 08/13/2009 |
| =PE/Receipt for Claim # | 787288300 |
| Declination #: | 7872883 |
| Amount Claimed | \$101.64 |

On Claim Date Claimant was:

| | |
|---------------------|-------|
| Assigned At: | WD640 |
| Working Assignment: | HH06 |
| Working From Board: | YH31 |

ADDITIONAL SPECIFICS OF CLAIM:

The payment should be made of \$101.64 for time and one half for being used to work scheduled off day.

ARGUMENT:

Claimant worked assignment WD640 YH31 HH06 with hostler symbol H841X on 08/13/09 at 23:00. This was the claimants scheduled day off. Claimants scheduled days off are Wednesday and Thursday for job WD640 YH31 H740.

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

Union Pacific Eastern District Yard Appendix Item 6A Article 3 Section 1 thru 8 Item (e) note 3.

This Agreement made this 25th day of May, 1951, by and between the participating carriers listed in Exhibits A, B, and C and represented by EASTERN, WESTERN and SOUTHEASTERN CARRIERS' COMMITTEES, and the employee shown thereon and represented by the BROTHERHOOD OF RAILROAD TRAINMEN through their conference committee.

ARTICLE 3 - FIVE-DAY WORK WEEK

Section 1. (a) Beginning on the date this Agreement becomes effective on any carrier, such carrier will establish, for all classes and crafts of yard service employees covered by this Article 3, subject to the exceptions contained therein, a workweek of 40 hours, consisting of five consecutive days of eight hours each, with two days off in each seven, except as hereinafter provided. The foregoing workweek rule is subject to all other provisions of this Article 3.

NOTE (3)

(3) Employees worked more than five straight time eight hour shifts in yard service in a work week shall be paid one and one half times the basic straight time rate for such excess work.

Respectfully

Cullen Kemper
Local Chairman UTU 953C