SMART Transportation Division

Local Committee of Adjustment No. \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date: \_\_\_\_\_\_\_\_\_\_\_\_

File:\_\_\_\_\_\_\_\_\_\_\_\_\_

Ms. Laci Kresha, AMLR

Union Pacific Railroad Co.

1400 Douglas St. STOP 0710

Omaha, NE 68179-0710

Dear Ms. Kresha:

We are appealing the claim(s) of

Conductor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brakeman: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

For violation of overtime not allowed as claimed \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Article 6, Page 347. See claimant(s) time slip No.\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_, while working job No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, declined by timekeeping as indicated on Claimant’s payroll printout. Declination file number is \_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_.

**Statement of Facts:**

The claimants, while working in train service, were not allowed proper amount of overtime based on the mileage of their assignment and length of time on duty before being relieved from duty.

**Position of Committee:**

This claim is based on the Article 6(b), Road Agreement, and Article IV, Section 1, and Article V, Section 3, 1985 National Agreement which states in part: “After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty. Note: the phrase “relieved form duty” as used in this, Article includes time required to make inspection, complete all necessary reports and/or register off duty.”

You are respectfully requested to make an adjustment, allowing time as claimed or schedule same for conference advising.

 Sincerely,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Local Chairman \_\_\_\_\_