



Below you will find sample claim language put together to assist members in claiming time for guarantee denied on extra boards and work opportunity lost on regular bulletined assignments associated with the implementation of the RSIA in yard, local, TSE and work train service. The language in **bold red & underlined** below should be replaced with the appropriate circ-7, board id, monetary amount, date and time applicable to the claim that is being filed. It is imperative that this information be captured along with a copy of your payroll print out from the half involved for the claim to properly documented.

#### **EXTRA BOARD GUARANTEE DENIED (SIX CONSECUTIVE STARTS-RSIA REST)**

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **OP500 XE21** from **07/16-07/31**. Claimant was required to initiate 6 consecutive on duty periods between **07/18-07/23**, tying up at the HT at **1500 07/23**. Per the rest requirements contained in HOS, claimant was not rested to work until **1500 07/25**. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from **0100 on 07/24** to **1500 on 07/25**. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the ID or ED GEB Agreement. Claimant earned **\$3000.00**. Please allow **\$582.76** DIP.

#### **EXTRA BOARD GUARANTEE DENIED (SEVEN CONSECUTIVE STARTS-RSIA REST)**

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **OP500 XE21** from **07/16-07/31**. Claimant was required to initiate 7 consecutive on duty periods between **07/18-07/24**, tying up at the HT at **1500 07/24**. Per the rest requirements contained in HOS, claimant was not rested to work until **1500 07/27**. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from **0100 on 07/25** to **1500 on 07/27**. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the ID or ED GEB Agreement. Claimant earned **\$3000.00**. Please allow **\$582.76** DIP.

#### **EXTRA BOARD GUARANTEE DENIED (RSIA MONTHLY 276 HOUR LIMITATION)**

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the **OP500 XE21** board from **07/16-07/31**. Claimant was required to amass **276** service hours for the month of **July** tying up last at **1500 07/27**. Per the rest requirements contained in HOS, claimant was not rested to again work prior to **0001 08/01**. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from **0100 on 07/28** to **2359 on 07/31**. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the ID or ED GEB Agreement. Claimant earned **\$3000.00**. Please allow **\$582.76** DIP.

### **EXTRA BOARD BONUS DAY DENIED (CONSECUTIVE STARTS-REQUIRED RSIA REST)**

Claim is submitted without prejudice to the Organization's position that the violation involved constitutes a major dispute under the RLA. Claimant was assigned to the OP500 XE21 board from 07/16-07/31. Claimant was required to initiate 6/7 consecutive starts on calendar days between 07/18-07/24, tying up at the HT after the 6/7 start at 1500 on 07/24. Per the rest requirements contained in HOS, was not rested under the HOS to again work until 1500 on 07/27. As a result of the HOS rest, Carrier improperly showed claimant in an unavailable status denying payment of extra board guarantee from 1500 07/24 to 1500 07/27. Claimant did not lay off, nor was otherwise unavailable for service, as defined by the MUPL GEB Agreement. Claimant earned \$3000.00. Please allow \$582.76 DIP.

### **DENIED WORK OPPORTUNITY DUE TO RSIA RESTRICTIONS (6 DAY REGULAR ASSIGNMENT)**

Claim is submitted without prejudice to the Organization's position that the violation constitutes a major dispute under the RLA. Claimant was regularly assigned to the OK031 AE20 board from 07/16-07/31. The OK031 AE20 board protects the LID41 traveling switcher assignment at OK031 and is bulletined to work 6 days per week M-SA with a start time of 0700 at both terminals. Claimant had 6 calendar day starts 07/16 through 07/21, tying up at OK031 at 1500 on 07/21. Per the HOS as amended, he could not perform service until 1500 on 07/23. Claimant missed work on the LID41 on 07/23. Please allow claimant \$275.00 total lost earnings of his regular assigned LID41 on 07/23.