

united transportation union



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GENERAL COMMITTEE OF ADJUSTMENT
BURLINGTON NORTHERN (FORMER FRISCO)
SAND SPRINGS RAILWAY

June 7, 1993

C-1492
8CTG 91-09-04C
8CTG 91-09-10L
8CTG 91-10-03D
8CTG 91-10-30A
8CTG 91-12-09D
8CTG 92-01-08E

RECEIVED

JUN 16 1993

OFFICE OF THE
GENERAL CHAIRMAN
UTU

Mr. R. A. Boldra
Assistant Director Labor Relations
Burlington Northern Railroad
3000 Continental Plaza
777 Main Street
Fort Worth, TX 76102

Dear Mr. Boldra:

During our conference discussion of the above claims on March 18, 1992, we were again faced with the ongoing problem of attempting to determine the actual condition of various locomotive equipment in cabooseless operations after the fact.

In many of these cases, the Carrier is unaware of the defective equipment until a time slip is submitted, because no report of the defect was made either before or after the crew's departure. In some cases, other crews may operate the same train using the same locomotive without filing a claim or reporting any defect. Additionally, there are times when claims are submitted because a Conductor's desk was "not level" or "desk cracked." While these statements may very well indicate that the desk needs some repair, they are not sufficient to establish whether or not the desk was damaged to the point that it was unusable.

Similar problems arise with claims involving the Conductor's light. Often, the statement of claim does not indicate if the locomotive was not equipped with a Conductor's light at all, or if the bulb was simply burned out or missing. Again, if the defect is not reported so that an inspection can be made and an opportunity for correction afforded, it is impossible for us to establish the facts when a claim is progressed to this level months after the claim date.

EMPLOYEE RELATIONS

JUN 10 1993

Fort Worth, Texas

Mr. R. A. Boldra
Page 2
June 7, 1992

In order to avoid these disputed facts, we have agreed to the following reporting procedures:

At their initial terminal, crews will inspect the locomotive prior to their departure and will report any defect found. At each point where crews go on duty the Carrier will designate someone (e.g., Trainmaster, Yardmaster, Dispatcher, Operator, etc.) to receive such reports. Every reasonable effort will be made to correct the reported defect.

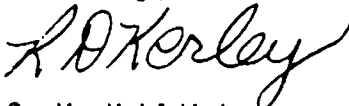
If the condition is not corrected and the right of refusal is not applicable or is not exercised, then the crew may be instructed to leave the terminal with the defective locomotive. In such cases, the representative of the Carrier instructing the crew to leave the terminal will identify himself/herself to the crew, and the crew will record his/her name on the time slip. The entire train crew will receive two hours at the rate of pay applicable to the trip.

This understanding does not address any case where an employee properly exercises his/her right of refusal under applicable Agreement rules.

The Organization agreed to withdraw the instant claims due to the disputed facts, on a nonreferable basis without prejudice to Agreement rules.

If the above correctly recites our conference settlement, please sign and date one copy of this letter in the space provided below, and return it for our file.


Sincerely,

for 

C. M. Vahldick
General Chairman

RDK/cp

AGREED:



R. A. Boldra
Assistant Director Labor Relations

Date June 11, 1993