

# *united transportation union*



227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807  
TELEPHONE (417) 862-5459

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

June 18, 1993

All Local Chairmen  
United Transportation Union  
Burlington Northern (Former Frisco)

Dear Sirs and Brothers:

Please find attached copy of our June 7, 1993 conference settlement letter, which sets forth our understanding with the Carrier governing the reporting of defective locomotives in cabooselless operations.

This procedure is similar to the provisions of Article 36, Section C(6) of the Conductors' and Brakemen's Schedule, except that no part of this understanding is limited to "major terminals." That rule served effectively for many years in resolving disputed facts regarding claims for defective cabooses, and we hope this understanding will serve the same purpose.

Please advise your respective memberships of these reporting procedures, emphasizing the fact that the locomotive should be inspected and any defect reported before leaving the initial terminal.

This eliminates any argument that the Carrier was not made aware of the defect and had no opportunity to correct it. Then, if a crew leaves the terminal with a defective locomotive on instructions of the designated representative of the Carrier, there should be no challenge or delay in the payment of the claim.

If the designated representative of the Carrier will not identify himself/herself then simply do not leave the terminal.

If you have any questions regarding this settlement, please advise.

Fraternally,

C. M. Vahldick  
General Chairman

RDK/cp

cc: R. L. Marceau, Assistant GC  
G. L. Hubbell, Associate GC  
J. H. Rogers, Associate GC  
Secretaries (Former Frisco)

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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.

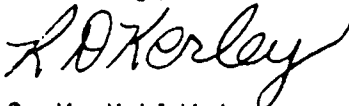
If the condition is not corrected and the right of refusal is not applicable or is not exercised, then the crew may be instructed to leave the terminal with the defective locomotive. In such cases, the representative of the Carrier instructing the crew to leave the terminal will identify himself/herself 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