united transportation union



227 EAST SUNSHINE, SUITE 101 SPRINGFIELD, MISSOURI 65807 TELEPHONE: (417) 862-5459 GENERAL COMMITTEE OF ADJUSTMENT GO-001
BURLINGTON NORTHERN RAILROAD
SAND SPRINGS RAILWAY

February 8, 1995

C-2146 CTG 94-29-23AA C-2279 CTG 94-06-15AC

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

FEB 17 1995

OFFICE OF THE GENERAL CHAIRMAN UTU

Dear Mr. Boldra:

During our conference of December 19, 1994, we discussed the above claims in favor of various claimants, Tulsa Terminal, claiming additional overtime on various dates, account required to work more than 2 hours overtime.

Each of these cases involved incidents in which the yard crew apparently arrived at the tie up point prior to 10 hours on duty, but exceeded 10 hours while performing some necessary administrative duties in connection with their assignment, including the handling of a fax machine or other communication device to provide information to the officers and/or agents of the Carrier designated to receive same. You argued that the claimants were not specifically instructed to exceed 10 hours on duty, and the involved supervisor was not made aware of the excessive overtime until after the fact.

We agreed that in such cases in the future, before the crew exceeds 10 hours on duty they should notify a Trainmaster or other designated supervisor that the completion of such administrative duties will result in excessive overtime under Article 3, Section F of the Yardmen's Schedule. Then, if the supervisor instructs them to complete those duties, the Yard Foreman will record the name of the supervisor on his time slip along with the excessive overtime claim.

It was agreed that these instant claims will be withdrawn without prejudice to agreement rules on a nonreferable basis.

EMPLOYEE RELATIONS

FEB 1 3 1995

Fort Worth, Texas



Mr. R. A. Boldra Page 2 February 8, 1995

If the above correctly recites our understanding, please sign and date one copy of this letter and return it for our files. Please advise us in the usual manner when payment is accomplished.

Sincerely,

C. M. Vahldick General Chairman

RK

AGREED:

R. A. Boldra

Assistant Director Labor Relations

Date Feb. 13, 1995