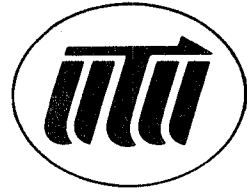


united transportation union



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

August 27, 1997

C-2400
CTG 94-10-31AA

COPY MAILED TO
LOCAL CHAIRMAN

9-9-97

Mr. A. L. Weed
Manager Labor Relations
Burlington Northern Santa Fe Railroad
P. O. Box 961030
Fort Worth, TX 76161-0030

Dear Mr. Weed:

Reference our May 7, 1997 conference discussion of the above claims in favor of Yard Foreman T. F. Abney (951415-9) and Yard Helper R. W. Sellers (903062-8), and Yard Foreman R. M. Voss (900920-0) and Yard Helper G. L. Ferguson (743228-9), Birmingham Terminal, each claiming one day at overtime rate of pay, June 23 and July 7, 1994, respectively, account required to work excessive overtime.

It was agreed in conference that the time of a yard crew continues until the crew reaches the point where they started work. This is confirmed in Article 8 of the Yardmen's Schedule and has long been recognized as evidenced by the attached precedent settlement letter involving NRAB First Division Docket No. 37189. Therefore, in calculating overtime under Article 3, Section F of the Yardmen's Schedule, all time until the crew reached the point where they went on duty must be included, and payment of the excess overtime penalty cannot be avoided by simply relieving the crew from their duties at some distant point in the yard prior to the expiration of 10 hours.

To dispose of the outstanding claims in this case, we agreed that the claimants will be allowed one-half day at yard rate of pay in full and final settlement of these claims without prejudice to agreement agreement rules or either parties' position as to what the proper payment in these particular cases would have been.

LABOR RELATIONS

AUG 29 1997

FT. WORTH

Mr. A. L. Weed
Page 2
August 26, 1997

If this correctly recites our understanding, please sign one copy of this letter, return it for our files, and process the claims for payment.


Sincerely,



C. M. Vahldick
General Chairman

RDK/cp

AGREED:



A. L. Weed
Manager Labor Relations



ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

906 OLIVE STREET, ST. LOUIS 1, MISSOURI

J. K. BESHEARS, VICE PRESIDENT - PERSONNEL
N. A. WEAVER, ASSISTANT TO VICE PRESIDENT - PERSONNEL
W. J. MULLIGAN, DIRECTOR OF LABOR RELATIONS
T. P. DEATON, DIRECTOR OF LABOR RELATIONS
J. J. RATCLIFF, DIRECTOR OF LABOR RELATIONS

March 16, 1961

B-518, BRT 945-660, Docket Case #24 (Fern)
B-599, BRT 167-575

Mr. B. W. Fern,
Vice President, BRT,
Hotel DeSoto,
St. Louis, Missouri

Dear Mr. Fern:

Referring to claims covered by above file numbers,
same discussed in our conference of March 15, 1961.

By mutual agreement, the claims involved in B-599
were being held for NRAB First Division decision in connection
with Docket #37189 (B-518), and in conference it was agreed
that all claims involved in B-518 were withdrawn and you
would so advise Executive Secretary MacLeod of the First
Division, NRAB. It was further agreed that the claim of
Yard Foreman W. A. Hardison and crew for October 2, 1959
covered by file B-599, BRT 167-575, would be allowed on
basis that inasmuch as this yard crew had gone on duty at
the yard office, their pay should, under the provisions of
Article 8 (a) of the Yardmen's Agreement, "continue until
they reach the point at which they started to work"; in this
case the same yard office.

By copy of this letter I am requesting Chairman Carnahan
to forward proper time slip to Superintendent Linderer in behalf
of Yard Foreman Hardison and crew, and I will appreciate your
confirming the withdrawal of the claims involved in file B-518,
Docket Case #24, referred to above.

Yours very truly,

cc-Mr. C. O. Carnahan ✓

(Signed) W. J. MULLIGAN