

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BURLINGTON NORTHERN RAILROAD COMPANY  
AND THE  
UNITED TRANSPORTATION UNION (FWD)**

RE: Uniform Time Limit Rule for handling Claims and Grievances.

**Article I - Non-Applicability.**

This rule does not apply to requests for reinstatement without pay in discipline cases.

**Article II - Non-Compliance with Time Limit Rule Does Not Set Precedent.**

Failure to comply with the time limits specified in this rule will not set a precedent or waiver of the contentions of either party as to future application of rules regarding similar or identical claims. When U.S. mail is used the postmark date will apply.

**Article III - Claim and Declination Deadlines.**

All claims and grievances, including claims for guarantee payments, must be filed in writing by or on behalf of the employee or employees with the officer of the Carrier authorized to receive same within sixty (60) days from the date of the occurrence on which the claim is based. The date of occurrence in discipline cases is the date the notification of discipline is received. Claims not allowed must be declined\* by Carrier to the individual employee or his representative, whoever presented the claim, by notice in writing within sixty (60) days from date same is filed, giving the reason for such disallowance. If not so notified the claim shall be allowed.

\*the date of declination is the date the payroll printout is delivered to the employee or, in the case of a so-called "letter claim" the date the declination is delivered (mailed) to the individual submitting the claim.

**Article IV - Appeal and Declination Deadlines.**

If claim be is to appealed, such appeal must be submitted in writing by the *employee or representative of the employee's choosing* to the designated Carrier Officer within sixty (60) days from the date of notice of disallowance from the Carrier. Failing to comply with this provision the claim will be barred. If such appeal is to be declined the designated Carrier Officer will have sixty (60) days from date of such appeal to do so and if not declined to the appellant in writing within that period the claim shall be allowed. Claims initiated in letter format by a Local

Chairman, declined by the designated Carrier Officer, will not be appealed under this Article but may be progressed by the General Chairman under Article VIII.

**Article V - Right of Representatives to File and Pursue Claims.**

This rule recognizes the right to representatives of the organization signatory hereto, to file and pursue claims for and on behalf of an employee or employees (named or unnamed) they represent. The Organization and the Carrier will cooperate to identify the aggrieved employee or employees (when they are unnamed) when the issue is settled on the property or, in the event the claim is not settled on the property, prior to submission of the dispute to a Tribunal having jurisdiction to dispose of the claim.

**Article VI - Continuing Claims**

Claims of a continuing nature (claims that involve a single agreement violation that have ongoing influence) applicable to an employee or employees need not be filed for each alleged violation, but must be resubmitted each sixty (60) days. This recognizes the right of the employee(s) or their representative to file a claim for up to a sixty (60) day preceding the date of the discovery of the alleged violation upon which the claim or grievance is based.

**Article VII - Right of Parties to Amend Positions During On-Property Handling.**

It is further recognized that the General Chairman and/or the Carrier's highest appeal officer are free to amend the respective positions taken by their local representatives with respect to the basis on which a claim is initially premised or declined during its handling on the local level so as to be consistent with their respective positions concerning the meaning and application of the involved rules of the contract.

**Article VIII - Final On-Property Appeal and Declination.**

Claims appealed by the General Chairman will be submitted to the highest designated Carrier officer within sixty (60) days of the date of declination by the designated Carrier officer or the claim will be barred. Highest designated Carrier Officer must decline the appeal within sixty (60) days or claim will be allowed.

The highest designated Carrier Officer and the General Chairman must conference the dispute within one (1) year of the date of the highest designated Carrier Officer's declination. The declination of the highest designated officer will be binding unless proceedings are instituted to dispose of said issue before a tribunal having jurisdiction within one year of the date of that

declination. Failure to institute such proceedings will not establish precedent for any pending or future analogous claims.

**Article IX - Deadline for Submission of Dispute to Arbitration.**

Time limits as stated in this agreement may be extended for any case by mutual agreement between the parties.

**Article X - Effect of this Agreement.**

This agreement supersedes all previous agreements, practices or understandings on time limits for handling claims and grievances.

**Article XI - Effective Date.**

The effective date of this Agreement is SEPTEMBER 1, 1996.

This Agreement signed at Fort Worth, TX, this 14<sup>th</sup> day of JULY, 1996.

For: BURLINGTON NORTHERN  
RAILROAD COMPANY

Daniel J. Reynolds  
Assistant Vice President  
Labor Relations

Gene Hill / gkh  
Director Labor Relations

For: UNITED  
TRANSPORTATION UNION

Carl Wahlstedt  
General Chairman