

BN 3-14-84 - Opo-19-84

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And
UNITED TRANSPORTATION UNION (C-T-Y-E)
(Former CB&Q)

IT IS AGREED that the following provisions govern the Time Limit on Claims for Conductors, Trainmen, Yardmen, Switchtenders, Firemen, Hostlers and Hostler Helpers:

(a) All claims (including discipline) must be presented in writing by or on behalf of the employee or employees involved to the officer of the Company authorized to receive same within 60 days from the date of the occurrence on which the claim is based. The date of the occurrence in discipline cases is the date the notification of discipline is received. Claims not allowed must be declined in writing by Carrier officer to the individual claimant(s) or his representative (whichever presented the claim) within 60 days from date same was received, giving the reason(s) for such disallowance. If not so notified the claim(s) shall be allowed.

(b) If a claim(s) (including discipline) is to be appealed, such appeal must be submitted in writing within 60 days from the date of receipt of notice of disallowance from the Carrier. Failing to comply with this provision the claim(s) will be barred. If such appeal is to be declined the representative of the Carrier will have 60 days from date of receipt of such appeal to do so and if not declined to the appellant in writing within that period the claim(s) shall be allowed.

(c) This agreement recognizes the right of representatives of the Organization signatory hereto, to file and pursue claims for and on behalf of the employees they represent.

(d) The General Chairman and/or Local Chairman of the Organization signatory hereto, may amend claims so as to conform with his understanding of the rules pertinent to the issue, provided such claims have been initiated and appealed in accordance with the foregoing provisions of this agreement but he is not authorized to amend claims to include other claimants after 60 days has elapsed from the date of occurrence on which the claim is based.

(e) The procedure outlined in Paragraph (b) shall govern in appeal taken to each succeeding officer except that to the highest designated officer of the Carrier must be taken within 120 days from date of receipt of the declination as outlined in paragraph (b) of this agreement or the claim(s) will be barred. If such appeal is to be declined, the highest designated officer will have 120 days from date of receipt of such appeal to do so, and if not declined to the appellant in writing within that period the claim will be allowed.

(f) The decision of the highest designated officer will be binding unless within one year from date of said officer's written decision proceedings are instituted by the employee or his representative before a tribunal having jurisdiction to dispose of said claim(s). Under these circumstances failure to institute such proceedings will not set a precedent in any way for disposition of other similar claims.

(g) Failure to comply with the time limits specified in this agreement 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.

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

(i) This agreement does not apply to requests for reinstatement without pay in discipline cases.

This agreement shall be effective April 1, 1984 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 14th day of March, 1984.

For: UNITED TRANSPORTATION
UNION

G. D. Ho
General Chairman - UTU

Bob Long
Associate General Chairman - UTU

M. A. Duke
General Chairman - UTU(E)

For: BURLINGTON NORTHERN
RAILROAD COMPANY

J. Russell
Director-Labor Relations