

**BURLINGTON NORTHERN**

## LABOR RELATIONS DEPARTMENT

176 East Fifth Street  
St. Paul, Minnesota 55101  
Telephone (612) 227-0911March 5, 1973  
File EF-44(a)-3, 2/8/72Mr. R. C. Haas, General Chairman  
Brotherhood of Locomotive Engineers  
245 Endicott Building  
St. Paul, Minnesota 55101

Dear Sir:

During conference February 27, 1973 we discussed the claim of Engineer P. F. Kukulski, Chicago Division, in the amount of 8 hours at punitive rate account working the 11:00 p.m. hump job, second assignment within 22-1/2 hours, April 25, 1971.

Claimant worked the 3:55 p.m. eastbound yard assignment on April 25, for which he received 8 hours pay. He was then requested to, and did, double on the 11:00 p.m. hump assignment, and was relieved at 5:55 a.m. April 26 under provisions of the Hours of Service Law. For this service he was allowed 6 hours 55 minutes at punitive rate.

As previously agreed to with other operating crafts, claimant would be entitled to punitive rate for the hours available to work in the "double" and straight-time rate for that portion of the shift he was unable to complete because of the Hours of Service Law.

In the instant case, claimant has been allowed 6 hours 55 minutes at punitive rate for his time on duty on the second shift. He will be allowed an additional 1 hour 5 minutes at the pro-rata yard rate.

Very truly yours,

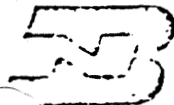
T. C. DeButts  
Vice President

ACKNOWLEDGED:

  
General Chairman, BLE

3-12-73

cc: F.W. Fabricius



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176 East Fifth Street  
St. Paul, Minnesota 55101  
Telephone (612) 227-0911

Mr. D. C. Decring, Vice President  
United Transportation Union  
2710 North Dale Street  
Roseville, Minnesota 55113

June 2, 1972

File YD-44(a)-3, 3/22/71

Dear Mr. Decring:

Referring to our several discussions concerning dispute identified as UTU vs. BN 4-71 Civ. 297.

It is agreed that this dispute will be disposed of in its entirety, including all pending claims and any claims that might arise in the future on the basis of the following understandings:

1. When an employee is required by the Carrier to double over on another job at a time when he (1) has less than eight hours to work under the Hours of Service Law, (2) has already worked at least eight hours in yard service, and (3) is qualified for time and one-half rate -- he will be allowed payment at time and one-half rate for the time he actually works on the assignment on which he doubles, and for the balance of the eight-hour shift, which he is unable to work because of the Hours of Service Law, he will be paid at the pro rata rate. For example, an employee works 8:00 A.M. to 4:00 P.M. He is required by Carrier to double over to another job commencing at 4:00 P.M. and is relieved at 10:00 P.M. For the second assignment, he will be paid six hours at time and one-half and two hours at the pro rata rate.
2. The understanding set forth in Paragraph 1 will also apply when an employee is called by the Carrier on short rest to work a second assignment.
3. An employee will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law.
4. When an employee is relieved before the completion of an assignment because of the Hours of Service Law, the applicable rules will govern the balance of the crew.

Mr. D. C. Deering

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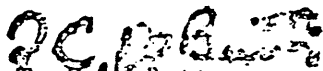
June 2, 1972

5. This understanding shall apply throughout the Burlington Northern Inc.

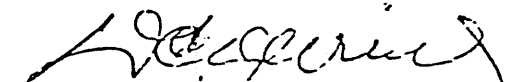
It is understood that there will be no further litigation in the courts on this matter.


Please signify your concurrence by affixing your signature in the space provided at bottom of this letter.


Sincerely,

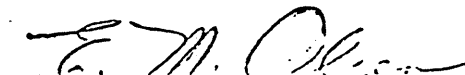
  
T. C. DeButts  
Vice President

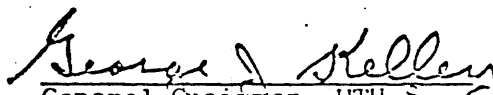
I Concur:

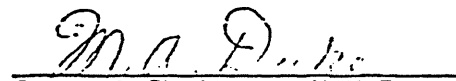
  
Vice President, UTU

  
General Chairman, UTU-T

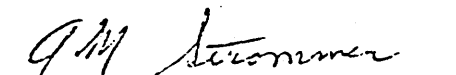
  
General Chairman, UTU-T

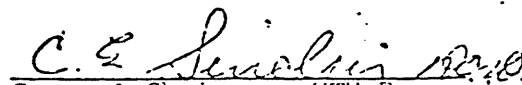
  
General Chairman, UTU-T

  
General Chairman, UTU-S

  
General Chairman, UTU-E

  
General Chairman, UTU-E

  
General Chairman, UTU-E

  
General Chairman, UTU-E