

DENNIS R. PIERCE
GENERAL CHAIRMAN

**Brotherhood of Locomotive
Engineers and Trainmen**
GENERAL COMMITTEE OF ADJUSTMENT
BURLINGTON NORTHERN SANTA FE – MONTANA RAIL LINK

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ALL LOCAL CHAIRMEN
BNSF NORTHLINES/MRL

August 8, 2005
File: Portland Yard Sale/
UTU Misinformation

Dear Sirs and Brothers:

It would appear that the UTU International office has finally spun so much disinformation that the proverbial egg is now on UTU's own face. This is in reference to a post that appeared on www.utu.org on Friday August 5, 2005 titled "How to smoke out a pair of skunks". UTU's post was apparently written in reply to the BLET post titled "UTU seeks sell out of BNSF Engineers". In its post of August 5, UTU went to great lengths to avoid the actual facts of the BLET post. Instead UTU followed its classic Frank Wilner style by throwing distraction and misrepresentations at the issue, ultimately making several cheap name calling personal attacks against BLET, IBT and myself. As Abe Lincoln was quoted to have said, "You may fool all the people some of the time; you can even fool some of the people all the time; but you can't fool all of the people all the time." Nothing could be more on point in this latest pack of UTU distortions.

In its post, UTU makes multiple references to a "proposal" that BLET and the undersigned officer made in an attempt to avoid line sales on BNSF. UTU went so far as to personally attack the undersigned for making the so called "proposal", while avoiding any discussion on BLET's original complaint. That complaint being the proposal that UTU wrote and submitted to BNSF that would have eliminated yard engineers in the Portland Yard while allowing ground men to operate locomotives in conventional fashion. While it is true that BLET "proposed" that both unions adopt an agreement that retained one engineer and one conductor to avoid the sale of the involved assignments, UTU overlooked one key fact in BLET's so called proposal.

BLET did not write an agreement proposing the elimination of one groundmen on the affected jobs at Portland as UTU purports. Instead, BLET proposed that both unions adopt the agreement that BLET and UTU have already implemented on BNSF eliminating one groundman to avoid a line sale. Yes that is correct, back before the Paul Thompson decided that no one in UTU could discuss "Crew Consist", UTU and BLET jointly negotiated an agreement with BNSF that reduced crew size to one engineer and one conductor to avoid a line sale in Texas. That agreement was approved by the UTU International is now in affect on the former ATSF portion of this railroad, see attached. You will note that it was UTU that negotiated and agreed to reduce its own crew size to avoid a line sale, the key portion of both agreements being found in Section 7:

Section 7. Except as provided in this agreement, all schedule rules and agreements will apply to these assignments. **While there are references to both**

engineers and conductors in this agreement, its adoption is contingent on the signature by each organization for the portions where they hold jurisdiction.

Imagine that, both unions at the same table, retaining their respective craft jurisdictions, each side having the right to agree or disagree, could it be “craft autonomy”? That’s what BLET proposed to avoid the Portland sale, and no amount of UTU spinning by “Frank-and-Paul” can change those facts. In its haste to distract from the plan that UTU wrote by itself to eliminate the engineer, a craft that they do not represent on BNSF, UTU looked for someone else to blame in its classic form. Unfortunately, this time they forgot that they are the ones that agreed to reduce ground crew size in the past to avoid line sales and adoption of that UTU agreement is all that BLET “proposed”.

Not only was the jointly negotiated BNSF/UTU/BLET Agreement implemented by both unions in Texas, a similar agreement was agreed to by the parties to avoid a line sale in Whitefish, Montana. While UTU General Chairman Fitzgerald now denies initialing that proposal, we have attached an initialed copy of that UTU proposal that we received prior to sending the BLET copy out for ratification to jog his memory. In this climate where no one in UTU can discuss Crew Consist, we understand John’s “amnesia”, but it doesn’t change the fact that UTU signed the agreement in Texas and later initialed the same agreement in Montana. How silly of BLET to suggest that we look at that same proposal again to avoid a later line sale.

Without getting into each and every tired old accusation that UTU has peppered its post with, you can rest assured that BLET did no negotiating behind closed doors to attack the groundmen’s craft. Once notified of the proposed sale, we asked for a joint meeting with UTU and BNSF to discuss the possible adoption of the attached agreements. Ironically, unlike any agreements that UTU has negotiated on its own, the agreements that BLET proposed considering actually have hard fast language preventing the Carrier from selling the covered portion of the operation so long as the agreement is in effect. UTU obtained no such protection in its remote control sell out, in fact yards where UTU represented employees operate RCO are also up for sale and UTU has no agreement to prevent the sales.

As for our request to meet jointly, UTU did not even respond, instead they met alone with BNSF behind closed doors in our absence , returning to their offices after the meeting to draft an agreement that was clearly intended to eliminate a craft for which UTU holds no jurisdiction on this property. UTU General Chairman Fitzgerald summed it up in his letter defending the proposal where he stated, “In sum, the undersigned represents the interest of ground service employees. I do not represent the interest of engine service employees. . . .”. While UTU’s “E” membership may not realize it, Mr. Fitzgerald’s statement is more true than any of them realize. Even so, it is no justification for UTU’s latest attempt to grab conventional operations from the engineer’s craft. Ironically, General Chairman Fitzgerald wrote to BNSF on August 2, 2005, just days before the post on utu.org, asking if the joint “one engineer/one conductor” agreement that BLET

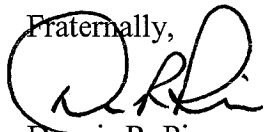
proposed was still available to avoid the sale of the Pasco, WA yard. Its ok when UTU suggests it, but when BLET suggests it, the hypocritical name calling begins.

We certainly empathize with UTU in its current plight. They were very comfortable in the Carrier's bed during implementation of "remote control" in yard service; so comfortable that this new Carrier run at Crew Consist offends them. Apparently, they never thought that the classic Carrier whipsaw would point at them again, but that is where it appears to be pointed. In spite of BLET's offers to bargain jointly, either on property or nationally, UTU refuses, instead attacking everything BLET and IBT along the way. While former UTU "Enterprise" President Boyd openly stated during the remote control grab that UTU had learned its lessons on saying no during the caboose wars and the last crew consist war, "Just say NO!" appears to again be the enterprise logo.

UTU can dust off all of the tired old pot shots over MRL that they want, but the fact remains that the involved former BN trackage was sold the last time UTU "Just said No", and for what. UTU ultimately agreed to new crew consist language on the northern lines of Burlington Northern and BNSF crews on those lines are the same size now as those on MRL. History now stands to repeat itself, the Carrier has said it will sell large portions of this property if UTU will not discuss crew size and all indications are that they will. Apparently even the lessons history provides are being ignored, instead UTU puts out spin after spin blaming BLET and IBT for all of the industry's woes. All of this from a union that has publicly said that it will negotiate on one man road crews in this bargaining round so long as it is the engineer that goes by the wayside.

The bottom line in all of this is that while BLET DID NOT write an agreement that eliminated a ground craft position, UTU DID write an agreement that eliminated the engineer. BLET was not invited to the table in UTU's effort, but the proposal that BLET suggested was jointly created and required both unions' approval. No amount of petty name calling and misrepresentations by UTU can hide these facts. One thing is for certain, Paul Thompson is no "Honest Abe" and he wont fool all of the people all of the time.

Fraternally,



Dennis R. Pierce
General Chairman

cc: Advisory Board, BLET National Division
Members, BLET Western General Chairmen's Association
Kent Confer, BLET Mobilization Coordinator

BNSF**WENDELL BELL**
General Director
*Labor Relations***The Burlington Northern
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June 2, 2004

Mr. Paul Tibbit, GC
United Transportation Union

Dear Mr. Tibbit:

This letter will cover the terms and conditions that we have agreed upon for operation of the Venus - Hale industrial trackage as an internal short line. These terms are being reached as a new, experimental arrangement, in the mutual interest of both parties, and as an alternative to the sale or lease of this trackage.

We have agreed that the following terms will apply:

1. This agreement will apply only to the assignments that work on the industrial trackage in the Venus vicinity, presently designated as RTEX 0101, RTEX 0091 and RTEX 0121 and RTEX 0071.
2. All four of these assignments will operate as Conductor-only. All four of these assignments may be operated as remote-control operations (RCO). Present plans, however, are to operate only the RTEX 0091, the Red Bird Industrial job, in that manner.
3. A utility man position will be established, and may work with any of the jobs involved in this agreement. The utility man may be required to use a company vehicle to go between the areas where he is needed to work with these assignments, or he may, at his own option, use his own vehicle. If he uses his own vehicle, he will be allowed auto mileage as expenses at applicable IRS mileage rates.
4. If any of these road switcher assignments are required to utilize remote control equipment in the performance of their duties, the crew shall consist of one engineer and one conductor, and they will utilize the RCO equipment in the performance of their duties. Only RCO-qualified employees will be eligible to bid for or work on the positions on road switcher assignments utilizing

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remote control equipment. For vacancies on any such RCO assignments, only RCO-qualified employees on the extra list are subject to call.

5. Training for the positions on the assignments that utilize remote control equipment will be done under BNSF's FRA-certified training program and OPS 166-03.

6. Each employee working on the assignments covered by this agreement will be paid a special internal shortline rate of \$195. Overtime, paid at time and one-half, will apply after 8 hours; no other arbitraries, special allowances or special CA Code payments will be applicable to these assignments. At the company's option, any of these road switcher assignments may be allowed a rate of \$260 for 10 hours or less, with overtime, at time and one-half, applicable after 10 hours on duty. These rates will be subject to future general wage increases and cost-of-living allowances. For purposes of vacation pay, personal leave days and other provisions that contemplate payment at basic day rates, the basic day payment in road switcher service will remain applicable.

7. Except as provided in this agreement, all schedule rules and agreements will apply to these assignments. While there are references to both engineers and conductors in this agreement, its adoption is contingent on the signature by each organization for the portions where they hold jurisdiction.

8. Employees who become RCO-qualified to perform service in this operation will not be forced to protect RCO operations at Alliance, and they will not be force-assigned to any other RCO assignments beyond the normal application of seniority rules.

9. This agreement will be effective upon 5 days' written notice (which will be issued after necessary training is completed), and will continue in effect until July 1, 2008. On that date and thereafter, this agreement will be of no further force or effect, and applicable schedule rules and agreements will apply. During the period that this agreement is in effect, BNSF will not sell, lease or otherwise "short-line", under Sec. 10901 or similar provisions, the lines and territory where this agreement applies.

10. It is agreed that this agreement, except for purposes of its own enforcement, is completely non-referable, and will never be cited by anyone before any forum for any purpose whatsoever.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,

Wendell

Accepted:

[Signature]
General Chairman - UTU

[Signature]
Vice President - UTU

BNSF



WENDELL BELL
General Director
Labor Relations

The Burlington Northern
and Santa Fe Railway Company

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June 2, 2004

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers and Trainmen

Dear Mr. Williams:

This letter will cover the terms and conditions that we have agreed upon for operation of the Venus – Hale industrial trackage as an internal short line. These terms are being reached as a new, experimental arrangement, in the mutual interest of both parties, and as an alternative to the sale or lease of this trackage.

We have agreed that the following terms will apply:

1. This agreement will apply only to the assignments that work on the industrial trackage in the Venus vicinity, presently designated as RTEX 0101, RTEX 0091 and RTEX 0121 and RTEX 0071.
2. All four of these assignments may be operated as remote-control operations (RCO). Present plans, however, are to operate only the RTEX 0091, the Red Bird industrial job, in that manner.
3. If any of these road switcher assignments are required to utilize remote control equipment in the performance of their duties, the crew shall consist of one engineer and one conductor, and they will utilize the RCO equipment in the performance of their duties. Only RCO-qualified employees will be eligible to bid for or work on the positions on road switcher assignments utilizing remote control equipment. For vacancies on any such RCO assignments, only RCO-qualified employees on the extra list are subject to call.
5. Training for the engineer's positions on the assignments that utilize remote control equipment will be done under BNSF's FRA-certified training program and training will be afforded to a sufficient number of engineers to both fill the assignments and provide relief. Engineers in this training will be compensated at

the yard engineer's rate of pay plus one Code RE payment per tour of duty if actually handling RC equipment.

6. If any of these road switcher assignments are required to utilize remote control equipment in the performance of their duties, the engineer will be paid a special internal shortline rate of \$195. Overtime, paid at time and one-half, will apply after 8 hours; no other arbitraries, special allowances or special CA Code payments will be applicable to these assignments. At the company's option, that engineer may be allowed a rate of \$260 for 10 hours or less, with overtime, at time and one-half, applicable after 10 hours on duty. These rates will be subject to future general wage increases and cost-of-living allowances. For purposes of vacation pay, personal leave days and other provisions that contemplate payment at basic day rates, the basic day payment in road switcher service will remain applicable.

7. Except as provided in this agreement, all schedule rules and agreements will apply to these assignments. While there are references to both engineers and conductors in this agreement, its adoption is contingent on the signature by each organization for the portions where they hold jurisdiction.

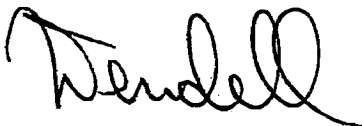
8. Employees who become RCO-qualified to perform service in this operation will not be forced to protect RCO operations at Alliance, and they will not be force-assigned to any other RCO assignments beyond the normal application of seniority rules.

9. This agreement will be effective upon 5 days' written notice (which will be issued after necessary training is completed), and will continue in effect until July 1, 2008. On that date and thereafter, this agreement will be of no further force or effect, and applicable schedule rules and agreements will apply. During the period that this agreement is in effect, BNSF will not sell, lease or otherwise "short-line", under Sec. 10901 or similar provisions, the lines and territory where this agreement applies.

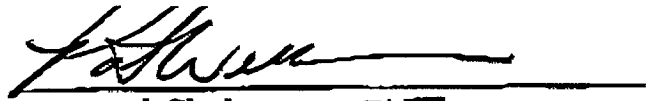
10. It is agreed that this agreement, except for purposes of its own enforcement, is completely non-referable, and will never be cited by anyone before any forum for any purpose whatsoever.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,



Accepted:

A handwritten signature in black ink, appearing to read "J. H. ...", is written over a solid horizontal line.

General Chairman - BLET

BNSF



WENDELL BELL
General Director
Labor Relations

The Burlington Northern
and Santa Fe Railway Company

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E-mail wendell.bell@bnsf.com

July 15, 2004

Mr. John Fitzgerald, GC
United Transportation Union

Dear Mr. Fitzgerald:

This letter will cover the terms and conditions that we have agreed upon for operation of certain assignments in the Whitefish area as a result of discussion after Burlington Northern Santa Fe's (BNSF's) determination that the line from Stryker to Eureka and the Kalispell branch would be sold or leased.

We have agreed that the following terms will apply:

1. This agreement will apply to the assignments that work on the Stryker – Eureka line and the Kalispell line (the territory presently served by LNMW 808 and LNWE 802, respectively).
2. Per paragraph 10 below, when these conditions become effective, the identified locals will be abolished. In their place, on a one-for-one basis and serving the same territory, road switcher assignments under the road switcher agreement will be established; it is agreed that the establishment of such assignments, serving the specified territory, is permissible. The Kalispell line road switcher assignment can be headquartered at either Whitefish or Kalispell.
3. Because the crews on these road switcher assignments will be utilizing remote control equipment in the performance of their switching duties, following the initial training and implementation only RCO-qualified employees will be eligible to bid for or work on the positions on these road switcher assignments. For vacancies on these assignments, only RCO-qualified employees on the extra list are subject to call.
4. Training for the conductor's positions on the road switcher assignments will be done under BNSF's FRA-certified training program and OPS 166-03. Training will be afforded to a sufficient

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number of conductors to both fill the assignments and provide relief.

5. On each of the road switcher assignments, the crew shall consist of one engineer and one conductor, and they will utilize the RCO equipment in the performance of their duties. It is understood and agreed that the remote control operation will not be utilized within switching limits or when switching is not being performed. As the GCOR Rules provide, "The conductor supervises the operation and administration of the train." In addition, "The engineer is responsible for safely and efficiently operating the engine. Crew members must obey the engineer's instructions that concern operating the locomotive."

6. Each employee working on these road switcher assignments will be paid a special allowance per tour of duty equal to one hour at the straight time hourly rate of the applicable position in addition to all other earnings, including Conductor-only allowance. In no event will there be more than one such payment to an employee per tour of duty.

7. Except as provided in this agreement, all schedule rules and agreements will apply to these assignments.

8. While there are references to both engineers and conductors in this agreement, its adoption is contingent on the signature by each organization for the portions where they hold jurisdiction.

9. The above identified assignments will be prohibited from performing any yard/road work in Whitefish, Montana that is not presently allowed under existing applicable agreements including the May 20, 1993 Crew Consist Agreement.

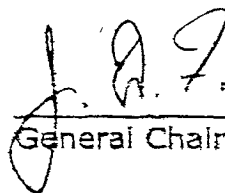
10. This agreement will be effective _____ and the assignments covered by it will not be established until the necessary training is completed. It will not be cancelled by either party before July 1, 2006. During the period that this agreement is in effect, BNSF will not sell, lease (or otherwise "short-line") the lines and territory where this agreement applies.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,



Accepted



General Chairman - UTU

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BNSF



WENDELL BELL
General Director
Labor Relations

The Burlington Northern
and Santa Fe Railway Company

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July 15, 2004

Mr. Dennis Pierce, GC
Bhd. of Locomotive Engineers & Trainmen

Dear Mr. Pierce:

This letter will cover the terms and conditions that we have agreed upon for operation of certain assignments in the Whitefish area as a result of discussion after Burlington Northern Santa's (BNSF's) determination that the line from Stryker to Eureka and the Kalispell branch would be sold or leased.

We have agreed that the following terms will apply:

1. This agreement will apply to the assignments that work on the Stryker – Eureka line and the Kalispell line (the territory presently served by LNMW 808 and LNWE 802, respectively).
2. Per paragraph 10 below, when these conditions become effective, the identified locals will be abolished. In their place, on a one-for-one basis and serving the same territory, road switcher assignments under the road switcher agreement will be established; it is agreed that the establishment of such assignments, serving the specified territory, is permissible. The Kalispell line road switcher assignment can be headquartered at either Whitefish or Kalispell.
3. Because the crews on these road switcher assignments will be utilizing remote control equipment in the performance of their switching duties, following the initial training and implementation only RCO-qualified employees will be eligible to bid for or work on the positions on these road switcher assignments. For vacancies on these assignments, only RCO-qualified employees on the extra list are subject to call.
4. Training for the engineer's positions on the road switcher assignments will be done under BNSF's FRA-certified training program and training will be afforded to a sufficient number of engineers to both fill the assignments and provide relief.

Engineers in this training will be compensated at the yard engineer's rate of pay plus one Code RE payment per tour of duty if actually handling RC equipment.

5. On each of the road switcher assignments, the crew shall consist of one engineer and one conductor, and they will utilize the RCO equipment in the performance of their duties. It is understood and agreed that the remote control operation will not be utilized within switching limits or when switching is not being performed. As the GCOR Rules provide, "The conductor supervises the operation and the administration of the train." In addition, "The engineer is responsible for safely and efficiently operating the engine. Crew members must obey the engineer's instructions that concern operating the locomotive."

6. Each employee working on these road switcher assignments will be paid a special allowance per tour of duty equal to one hour at the straight time hourly rate of the applicable position in addition to all other earnings. In no event will there be more than one such payment to an employee per tour of duty.

7. Except as provided in this agreement, all schedule rules and agreements will apply to these assignments.

8. While there are references to both engineers and conductors in this agreement, its adoption is contingent on the signature by each organization for the portions where they hold jurisdiction.

9. The above identified assignments will be prohibited from performing any yard/road work in Whitefish, Montana that is not presently allowed under existing applicable agreements.

10. This agreement will be effective _____ and the assignments covered by it will not be established until the necessary training is completed. It will remain in effect until cancelled, but will not be cancelled by either party before July 1, 2006. During the period that this agreement is in effect, BNSF will not sell or lease (or otherwise "short-line") the lines and territory where this agreement applies.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,



Accepted:



General Chairman – BLET

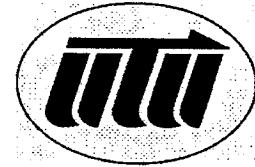
J. D. FITZGERALD
General Chairman

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Vancouver, WA 98660

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united transportation union

GENERAL COMMITTEE of ADJUSTMENT GO-386
*Burlington Northern Santa Fe Railroad, Montana Western Railroad,
Colorado and Southern Railroad and Portland and Puget Sound Railroad*



Of Counsel
M. M. WINTER
G.O. HARTSOCK

August 2, 2005

W.A. Bell
General Director - Labor Relations
BNSF Railway Company
P.O. Box 961030
Ft. Worth, TX 76161-0030

Re: Bell Letter of July 25, 2005
Involving Trackage in Pasco, WA Area

Dear Mr. Bell:

In regard to the above reference, this will serve as inquiry.

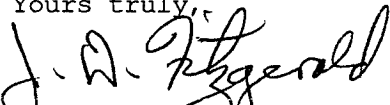
Would it be correct that should the BLET and UTU Committees having jurisdiction come to terms with BNSF regarding operations on that trackage, such sale/lease would be shelved.

By terms, the undersigned means an operation of road switcher assignments manned by a conductor and engineer with the requirement the engineer be RCO qualified and able to work from the ground or behind the engine console.

Please advise if that option remains open as expressed during our meeting in Ft. Worth on T-6 and Rivergate in Portland/Vancouver Terminal.

Awaiting your response, I am,

Yours truly,


J.D. Fitzgerald
General Chairman

JDF/aas

cc: ✓ D.R. Pierce
G.K. Virgin
R.K. Kerley
A.M. Johnston
J.L. Schollmeyer