



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

VICE CHAIRMEN
MATT O. WILSON
STEVE J. BRATKA
DON W. MAY

SECRETARY-TREASURER
JIM H. NELSON
4237 ORCHARD DRIVE
GALESBURG, IL 61401

DENNIS R. PIERCE
GENERAL CHAIRMAN

801 CHERRY STREET, SUITE 1010
FT. WORTH, TX 76102
TEL (817) 338-9010 • FAX (817) 338-9088

Mr. Wendell Bell
General Director, Labor Relations
Burlington Northern Santa Fe Railroad
P.O. Box 961030
Ft. Worth, TX 76131

April 21, 2005
File: Kansas City Yard Sale

Dear Mr. Bell:

This is in reference to correspondence between your office and UTU concerning our recent joint discussions in Kansas City, specifically for the purpose of avoiding the sale of certain portions of the former BN yard operation. While BLET's comments were not solicited in this latest exchange, I will offer those of this Committee anyway. As General Chairmen Gibbons and Williams have an interest in this process as well, you can be assured that I do not speak for them but invite them to share their perspectives if they so desire.

From my recollection, we agreed to meet in Kansas City to explore alternatives to the suggested sale of certain portions of the Kansas City Yard. At that meeting, the Carrier initially proposed certain modifications to the current crew size for 10 yard assignments and for one road switcher assignment. In all cases, the Carrier asked for a two man operation made up of an engineer and a foreman/conductor. You also advised that your proposal included that either and/or both of the employees could operate remote control technology.

In essence, the position targeted in your proposal was a UTU represented position. While UTU may be offended by your suggestion, we recognize that under your proposal, each union retains at least one employee under its respective jurisdiction. We further recognize that as part of your proposal, the Carrier agreed that the involved portion of the yard would not be sold and that we would collectively retain the operation as a railroad with BNSF crew members assigned. Unfortunately, UTU, in separate conference with you absent BLET representatives, proceeded to all but beg you to eliminate the engineer on all of the assignments thus leaving both of the positions under their jurisdiction unaffected. UTU went on to volunteer that if their counter proposal eliminating the engineer was accepted, they would even allow groundmen to operate locomotives in conventional fashion from the control stand if that would help them to survive. These suggestions are also in print in UTU's April 12 letter to you. While you have yet to jump at the UTU's offer, it must be noted from a craft and designated union standpoint, losing your last position on any assignment is little different from seeing the assignment sold. That view is obviously not unique to BLET, one only has to look at UTU's actions in the national bargaining round concerning through freight conductors to understand that the principle works both ways.

Bottom line, UTU has been given a chance to give up one UTU represented position to protect the other UTU represented position. They have not been asked to give up their last position on the involved assignments as they suggest that BLET do. From what we read, UTU would rather that all of the jobs go to a non union spin off than do something to protect a portion of the work. After our

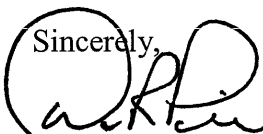
similar experiences with our UTU counterparts on other portions of the property, we probably should not be surprised. UTU's current position is not to bend on crew consist and not to agree that any engineer can touch a remote control device. In the recent case in Whitefish, the lines and jobs were all sold due to that position, but UTU proclaims that it won. That logic is lost on us and more than likely lost on those whose jobs are now manned by non union spin offs.

In your reply of April 14, 2005, you repeat UTU's suggestion that employees assigned under UTU agreements and jurisdiction be allowed to operate locomotives in conventional fashion. As we advised you in Kansas City, we do not intend to walk away from conventional control stand operations that are clearly included in the engineer's scope of duties. With all due respect, we see that suggestion as no more than a last ditch effort to continue UTU's attack on BLET by continuing the attack on the craft of locomotive engineer. From our conversations with UTU since the meeting, it would appear that UTU bases its suggestion that ground men run conventional on the notion that it is akin to the suggestion that engineers operate remote control devices. We see that entire notion as based on a false premise. While the Carrier and BLET have no dispute over the inclusion of conventional operations in the engineer's scope of duties, the same cannot be said for remote control operations.

As you know, I was present at the Vernon Board where the Carrier was given the prerogative to assign remote control operations as it saw fit. As part of my edification at the hearing, I was given an extensive lesson on what a scope rule doesn't look like by Carrier Counsel and by UTU Counsel Miller. The same Carrier representatives that convinced Mr. Vernon that it was within the Carrier's prerogatives to assign remote duties as it saw fit also conceded that conventional control stand operations were not in dispute in so far as the engineer's scope rule is concerned. In addition, from our review of the actual UTU Remote Control Agreement, we see no such exclusive "scope" rule covering remote control operations, rather we see a pay rule. Further, as we understand the ruling of Referee Vernon, you were within your rights to assign remote control duties to UTU represented employees as you have done, but we do not find that you are restricted from also assigning those duties to locomotive engineers.

While we do not expect UTU to reconsider its position in this matter, we do observe that so long as the Carrier continues to concede its prerogatives on the assignment of remote control operations to UTU, very little will change. UTU will continue to "win" in its own mind, even though there will be little if any yard or local service for their winnings to apply to. We would not know where to go to even begin to understand that logic.

Sincerely,



Dennis R. Pierce
General Chairman

cc: BLET General Chairmen, BNSF
BLET Local Chairmen, BN Northlines/MRL
Don Hahs, BLET National President
John Fleps, VP Labor Relations

Dave Dealy, VP Operations
Mark Kotter, Regional VP Operations



Wendell Bell
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Ft. Worth, TX 76161-0030
2600 Lou Menk Dr. OOB-GL
Ft. Worth, TX 76131-2830
phone: 817 352 1028
fax: 817 352 7482
mobile: 817 939 8429
wendell.bell@bnsf.com

April 14, 2005

Mr. Randy Knutson, GC
United Transportation Union

Mr. Jim Huston, GC
United Transportation Union

Gentlemen:

This is in reply to your letter of April 12 concerning our negotiations about alternatives to selling or leasing specified ancillary operations in the Murray Yard area.

I do acknowledge that UTU officers addressed the issue of 2-person crews on the four identified assignments. The problem with your solutions as they have been expressed both orally and in your letter is that, for us, they don't work: under our present technology, safety rules and policies, we need to have the locomotive operated from the stand, not by remote control, during the movements that these assignments make over the main line. Then, we need to have both employees on such crews handle RCO operations during the switching activities of these assignments. In other words, at least one employee must be able to alternately work at the stand and with RCO.

Both of the solutions put forward in your letter (a qualified ground service person operating the locomotive from the stand and operating over the main line with remote control) acknowledge that all four of these assignments can, in fact, be properly and safely handled by a 2-person crew. The issue, it turns out, isn't safety or feasibility; in fact, it isn't even about crew size. Instead, the issue is about which craft (and so which union) will fill one of the positions on each of these 2-person crews. That really seems to be all that separates us.

If both involved unions can work together to resolve this, we can make headway, and keep this work in-house for some term of years. If not, if we all remain at loggerheads over this seemingly resolvable problem, then the solution may well be one that none of us wants, desires or likes.

Sincerely,

united transportation union

Burlington Northern & Santa Fe Railway General Committees of Adjustment

R.S. Knutson
General Chairman, GO-245

J.A. Huston
General Chairman, GO-009

April 12, 2005

Wendell Bell
Director, BNSF Labor Relations
P.O. Box 961030
Fort Worth, TX 76161-0030

Dear Mr. Bell,

This is in reference to your email dated April 11, 2005 wherein notifying the parties that you have chosen to abandon further discussion of alternative operating practices on certain assignments at Kansas City (Murray Yard) in an effort to reduce operating costs. You further advise that the decision to retain control of these properties/operations has been released to Network Development.

Although your correspondence identifies the Carrier's stated need to reduce these assignments to "2-person crews", it fails to acknowledge the extent to which this Organization attempted to address and accommodate this contractual item. Inasmuch as this document appears to also serve as your report to both the Organization and the Carrier's operating department, we are compelled to clarify and fully disclose the effort and suggestions put forth by this party.

When we first met on March 18, 2005 in Kansas City, MO, your immediate proposal was to eliminate one of the ground service crew members and allow the engineer to assume these duties when required. This, in your rendition of the proposed operation, would allow the assignment to be operated conventionally when needed and also allow the engineer to assume ground service duties wherein operating the locomotive by remote control at other times. While the undersigned dismissed this proposal, we did consent to consideration of requiring one of the ground service personnel to be a qualified locomotive engineer. It was further suggested that this 2-person crew could operate the assignment under remote control and, if needed, the certified ground crew member could also operate the assignment conventionally. Such would provide a workable overlay of duties upon the ground service crew members and is more in line with the intent of Special Board of Adjustment No. 1141.


The Carrier should also remember that they have already been provided relief from operating expenditures in the form of pure remote control assignments. While you continued to discount this as a viable option, we identified numerous locations on one of your competitors (Union Pacific) where remote control assignments operate over road territory of the same, and even greater, distance. Although it is alleged that current safety policies on BNSF do not allow for remote control road operation to this extent, it is collectively available to you and we offered our commitment to ensure such operations would maintain this Carrier's safety goals. You were

concurrently given the commitment of our Local Chairmen to assist with making this a workable, safe and efficient operation.

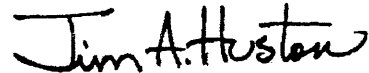
It is unfortunate that you have chosen to devote so little credence to the alternatives presented by the undersigned. We can only assume that your intentions were not to retain these assignments through reduced operating costs but to leverage our current collective bargaining agreements in other venues.

In closing, we remain willing to continue to discuss the alternatives proposed by this Organization and are committed to finding an suitable operating procedure.

Sincerely,



R.S. Knutson
General Chairman, GO-245



J.A. Huston
General Chairman, GO-009

cc: P.C. Thompson, UTU International President
R.L. Marceau, UTU Assistant President
C.J. Miller, III, UTU General Counsel
G.D. Ritter, UTU LC 5
J.C. Jones, UTU LC 5E
J.M. Lopez UTU LC 1532
D.R. Pierce, BLET GC
P.J. Williams, BLET GC
M.A. Kotter, BNSF VP Central Region

