



# Brotherhood of Locomotive Engineers and Trainmen

GENERAL COMMITTEE OF ADJUSTMENT  
BURLINGTON NORTHERN SANTA FE – MONTANA RAIL LINK

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

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

Mr. Don Hahs  
National President-BLET  
Mezzanine/The Standard Building  
1370 Ontario Street  
Cleveland, OH 44113-1702

July 11, 2005  
File: BNSF Line Sales

Dear Sir and Brother:

This is in reference to BNSF's on going program to short line large portions of the BNSF road territory as well as yard territory through lease and or sale options. The Carrier recently advised that certain portions of the yard operations at Pasco, Washington and Portland, Oregon were potentially up for sale or lease unless the organizations, BLET and UTU, were able to come up with a predetermined level of savings on the assignments.

After receiving the notice, we advised BNSF and UTU that we were willing to meet jointly to discuss the Carrier's proposals. We received no reply from either party until after BNSF met with UTU here in Ft. Worth. As you know, General Chairman Williams and I attended a joint BLET-UTU meeting with BNSF in Kansas City in April where UTU suggested that BLET just walk away from its remaining yard assignments at Kansas by allowing ground men to operated conventional locomotives. While UTU attempted to make its suggestions in Kansas City in our absence, they have now moved their ideas a step further by putting them in print.

I have attached a UTU generated proposal received here on June 23, 2005 wherein UTU goes to great detail to describe how it will eliminate the remaining engineers in yard service at Portland, Oregon. While UTU puts out spin after spin fabricating what BLET would do if it had the representational rights for ground men, they have now put in writing the steps that they are willing to take to eliminate even more yard engineers. While these actions no longer come as any surprise to us, we must make every effort to insure that all operating employees are aware of the steps that UTU is willing to take to survive as an organization.

We have advised BNSF that any movement towards humoring UTU's proposal will result in swift action on our part to protect our work rights in conventional operations. A copy of that letter is enclosed herein and we will advise you of any reply that is received.

Fraternally,

Dennis R. Pierce  
General Chairman

cc: BLET General Chairmen, BNSF  
BLET LC's, BNSF Northlines/MRL



**DENNIS R. PIERCE**  
GENERAL CHAIRMAN

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Engineers and Trainmen**  
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GALESBURG, IL 61401

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

July 11, 2005  
File: Portland, Oregon Yard Sale

Dear Mr. Bell:

This is in reference to UTU General Chairman John Fitzgerald's June 21, 2005 letter and attached proposal addressed to you concerning your recent discussions on the possible sale of certain portions of the Portland, Oregon yard operation. I have also attached your email reply to Mr. Fitzgerald's letter. As BLET's views are referenced in both pieces of correspondence, this is to insure that you understand our view of your recent endeavors with UTU.

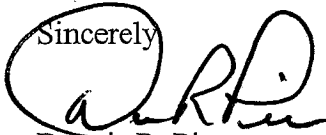
In our letter of April 21, 2005 (Attached), we described our view of UTU's earlier suggestion that the duties of a locomotive engineer be assigned to ground men at Kansas City as a way to avoid that line sale. I would ask that you again review that letter, our position has not changed. We do not intend to walk away from the conventional operation of locomotives in yard service that clearly falls within the scope of engineers' duties. All things considered, we are more than a little surprised that UTU and BNSF have continued to discuss assigning BLET represented engineer's duties to UTU represented employees. We just recently addressed a situation where an employee assigned in a UTU represented ground craft as a remote control operator took it upon himself to operate a locomotive in conventional fashion. While BNSF's Senior Management took quick action to repost instructions advising that acts of this nature will not be tolerated by the Carrier, you continue to meet with UTU in our absence apparently discussing the very same thing, ground men operating conventional locomotives. Surely you can understand our view that the Carrier's collective actions send mixed signals.

Please remember that when we first initiated our efforts to keep certain lines and yards in the BNSF family, we met jointly with UTU General Chairman Fitzgerald and BNSF. Those joint efforts generated a proposal initialed by BNSF, BLET and UTU that would have kept the involved lines in house with both BLET and UTU represented employees remaining on the involved assignments. Our proposal was patterned after a similar agreement that was implemented on former ATSF lines with both BLET and UTU agreeing to the proposal. When UTU was later unable to ratify the proposal, the involved line at Whitefish was sold. While we were disappointed that we were unable to finalize our proposal, we viewed that proposal as forward thinking by all parties.

This latest proposal from General Chairman Fitzgerald makes it painfully obvious that we are now confronted with an on property regression back to the national UTU party line; the only changes to crew size that UTU will discuss are those that come at the expense of locomotive engineers.

As we have previously stated, we are willing to participate in any negotiations to avoid the sale of three man assignments that include both unions retaining a position on the involved assignments. Considering the steps that UTU has taken in the national round to retain its last man in through freight service, our position on these assignments should come as no surprise to you or UTU. As we have told you many times, we do not intend to participate in any line sale negotiations that would result in BLET walking away from conventional yard operations as UTU suggests. Again, all things considered, we are surprised that you would.

Sincerely

A handwritten signature in black ink, appearing to read "D. R. Pierce", written over a circular scribble.

Dennis R. Pierce  
General Chairman

cc: BLET General Chairmen, BNSF  
ALL LC's BNSF Northlines  
Don Hahs, BLET National President  
Carl Ice, Executive Vice President/COO  
John Fleps, VP Labor Relations  
Dave Dealy, VP Operations  
Steve Goodal, VP Operations North  
Mark Kotter, VP Operations Central  
Chris Roberts, VP Operations South

**Dennis Pierce**

---

**From:** Bell, Wendell A [Wendell.Bell@bnsf.com]  
**Sent:** Monday, June 27, 2005 5:35 PM  
**To:** JD Fitzgerald  
**Cc:** jwbablerutu@msn.com; Dennis Pierce  
**Subject:** Your June 21 letters

John:

You asked me to respond if your letter re the June 3 meeting misstated BNSF's position or views as to the T6 area, and this is that response.

I don't recollect specific discussion of the 495R in the context of this transaction. The other specified assignments are involved, and you know the movements that they make a lot better than I do.

In order to keep this area in-house, to meet the economics of a lease or sale, we need to reach agreements that have a real savings of 25%. To meet this target, we proposed going to 2-person crews, that could operate both conventionally and in a RCO mode. The need to have conventional operation, rather than RCO-only, is necessitated by grade, tonnage, car count and crossing locations on the movements performed by these crews--as well as earlier experiences attempting to operate at least one of these assignments RCO. On the other hand, a one-person ground crew for the switching-intensive portion of these crews' work wasn't viable either: two people on the ground, working with RCO control, would be necessary. We also made it clear that we weren't insisting on this, and were open to other viable suggestions--but that we didn't see how else we could meet the savings target.

We **were not** stating that "there would be no deal and no internal short line unless we modified the existing Crew Consist Agreement and the 2002 National Agreement concerning the operation of the RCO's;" we **were** stating that the savings target would have to be met.

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I have reviewed your proposal carefully. If UTU was the only entity that we had to deal with to achieve the needed savings, to get the deal done, it would be a reasonable starting point for further discussions. But as you very well know, that is not the institutional framework on BNSF. There are two organizations with which we must work--and agreement from both is necessary to effectuate the kind of operation that we have outlined (or, for that matter, the kind of operation that your proposal contemplates).

I expect that Dennis Pierce will express his views as soon as he is able. But one skill that I must have is to assess the likelihood that a particular idea will find acceptance by both necessary unions, and I have to say that I put the chance of your proposal being acceptable to all of the necessary parties at somewhere between poor, very poor and very, very poor.

Unless something else is forthcoming from somewhere, and quickly, I will have to conclude, and advise the appropriate parties, that Labor Relations has failed in its efforts to reach an agreement that will meet the necessary savings target to keep the T6/Rivergate area in-house.

Wendell

6/28/2005

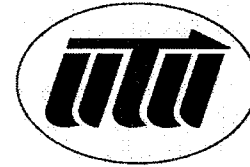
J. D. FITZGERALD  
General Chairman

The Academy, Suite 217  
400 East Evergreen Blvd  
Vancouver, WA 98660

Telephone: (360) 694-7491  
Fax: (360) 694-2049  
E-mail: JDFITZ386@aol.com

# 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

June 21, 2005

W.E. Bell  
General Director  
BNSF Railway Company  
PO Box 361030  
Ft. Worth, TX 76161-0030

RE: Portland/Vancouver Terminal  
T-6, Rivergate

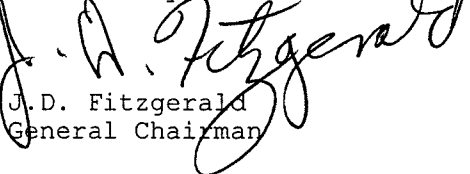
Dear Mr. Bell:

In regard to the above reference, this will cover a proposal to maintain the identified facilities as BNSF serviced facilities. I believe the savings that would be recognized would likely exceed the twenty-five percent (25%) you stated as required.

I would hope the BLET would consider such proposal as a means to retain the facilities and work for BNSF employees.

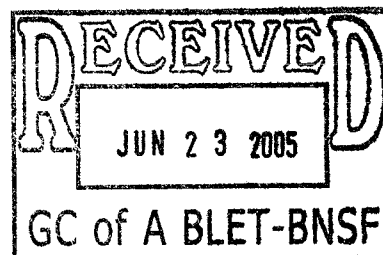
Awaiting your response, I am,

Yours truly,

  
J.D. Fitzgerald  
General Chairman

JDF/aas

cc: P.C Thompson  
R.L. Marceau  
J. Babler  
D.B. Snyder  
R.S. Knutson  
R.D. Kerley  
J.L. Schollmeyer  
R. Madrid  
D.P. Pierce



# **Memorandum of Agreement**

**Between**

**Burlington Northern Santa Fe Railroad Company**

**And**

**United Transportation Union**

.....  
**Establishment of special condition remote control yard assignments at Terminal 6 and Rivergate yards located at Portland, OR in exchange for a moratorium on the lease, sale or abandonment affecting road and/or yard operations thereat.**  
.....

## **Article I – Establishment of Special Condition Assignments**

The Burlington Northern Santa Fe (hereinafter referred to as BNSF or Carrier) upon ten (10) days written notice to the United Transportation Union (hereinafter referred to as the UTU) will establish remote control operations (RCO) yard assignments at Terminal 6 and Rivergate yards located in the Portland, OR Terminal. The RCO assignments will be referred to as Special Condition assignments and will be subject to the terms and conditions herein.

## **Article – II Crew Consist of Special Condition Yard Assignments**

Each Special Condition RCO yard assignment at Terminal 6 and Rivergate will be manned with a minimum of a two (2) person train service crew: 1) RCO foreman/operator who is qualified and certified as an engineer for the Terminal 6 and Rivergate yard service work, and 2) a RCO helper/operator.

## **Article III – Scope of the Special Condition Yard Assignments**

The Special Condition assignments will perform the normal work presently performed by the following yard assignments at Terminal 6 and Rivergate: 130, 229, 230, 329, 330, 331 and Relief 495R. See Side Letter No. 1 herein which identifies the work of these assignments. Special Condition assignments will not

be utilized to perform Hours of Service Relief or transfer work outside the switching limits in effect at the Portland Terminal as of June 1, 2005.

## **Article IV – Operational Needs of Special Condition Assignments**

The locomotive(s) on the Special Condition RCO assignments will be controlled by the foreman and/or helper via remote control transmitter (RCO mode), or, on an as needed, but limited basis, from the control stand (conventional mode) by the engineer qualified foreman. The foreman and helper will each be provided with a properly functioning remote control transmitter (RCT). Crew members will not be required to work with only one functioning RCT, nor will they be censured or disciplined for refusing to do so. Crew members will not be subject to discipline or censure when incidents or violations occur because RCO equipment or its related appurtenances fail to perform as intended.

## **Article IV – Training for Special Condition Assignments**

### **Section 1 – Special Condition Assignment Qualifications**

Train service employees on Special Condition assignments at Terminal 6 and Rivergate must have successfully completed the RCO training program in effect for the Portland Terminal. The foreman on the Special Condition assignments must be at a minimum, engineer qualified for the Terminal 6 and Rivergate operations and maintain certification under 49 CFR Part 240 – Engineer Certification.

### **Section 2 – Foreman Training Criteria**

RCO Foremen who are not qualified and certified engineers will receive adequate training in a timely manner so as to not needlessly restrict their seniority to or from working Special Condition assignments. The training on the Terminal 6 and Rivergate Special Condition assignments will be of sufficient duration and complexity that it will meet the qualifications for yard service engineers. But, because the training is limited to the Special Condition assignments, the foremen will not establish engineers' seniority.

### **Section 3 – Foreman Training Compensation**

Foremen who are not qualified engineers and are receiving training on Special Condition assignments to become qualified to operate the locomotive(s) in the conventional mode will be paid as through they were the incumbent foremen on the assignments.

## **Section 4 – Selection of Applicants to be Trained for the Foreman Positions**

1. The Carrier prior to implementation of the Special Condition assignments will advertise pursuant to the bulletin procedures for new assignments for applicants to participate in a training program to become qualified to work the foreman positions on the Special Conditions assignments. A sufficient number of applicants to protect the Special Condition assignments and vacancies thereon will be selected in seniority order. It will not be necessary to train all trainmen in the Portland area for the Special Condition assignments, but the training must be on-going to ensure a qualified workforce to protect the foreman positions, plus vacancies so that seniority is not needlessly restricted.

**Note:** Training to become RCO qualified for the foreman/operator and helper/operator positions will be conducted pursuant to the terms and conditions set forth in Section 3 of the 2002 UTU National Remote Control Agreement and/or any local rules or practices in effect.

2. The UTU Local Chairperson and designated manager will work together to assure that the training is on-going and those trainmen who desire access to or departure from Special Conditions assignments are accommodated pursuant to their seniority rights in a timely manner.
3. Subsequent to implementation, if a trainman has sufficient seniority to work a Special Condition foreman's assignment, but is not qualified to operate the locomotive from in the conventional mode, he/she must notify the manager in writing of his/her desire for training. Upon completion of that training, seniority permitting, a qualified trainman must exercise his/her seniority to a Special Condition foreman's assignment.

## **Article V – Compensation for Special Condition Assignments**

### **Section 1 - Foreman Compensation**

The foreman on a Special Condition assignment will be compensated at the footboard yardmaster rate, plus the forty-six (46) minutes allowance set forth in Section 2 of the UTU 2002 National Remote Control Agreement and the \$5.00 engineer certification allowance provided for in Arbitration Board 564.



## **Section 2 – Helper Compensation**

The helper on a Special Condition assignment will be compensated at the foreman's rate, plus the forty-six (46) minutes allowance set forth in Section 2 of the UTU 2002 National Remote Control Agreement.

## **Section 3 – Compensation Preservation and Service Scale**

Trainmen working Special Condition assignments will receive all the compensation and allowances set forth in Section 1 and 2 of Article V, herein, regardless if an engineer is added to the assignment. Service scale rates will not apply to train service employees working Special Condition assignments.

## **Article VI – Workforce Stability**

### **Section 1- Stability Period**

The parties recognize Special Condition assignments require that the RCO operators have special skills in addition to those required for regular non-Special Condition assignments. Because of the additional training and skill development involved in becoming qualified to work Special Condition assignments, trainmen who become qualified and assigned to such assignments will be permitted and obligated to protect the Special Condition assignments for a minimum 30 days stability period. Accordingly, trainmen who become assigned to Special Condition assignments will not be subject to displacement by other trainmen during the 30 days stability period. Once a Special Condition assignment is established it can not be annulled or abolished for 30 days. A trainman on a Special Condition assignment, who has satisfied the 30 days stability requirement, may remain on the assignment, exercise seniority to another Special Condition assignment where the junior incumbent has satisfied the 30 days stability requirement, or exercise seniority elsewhere consistent with the collective bargaining agreement. If a Special Condition assignment is abolished, the incumbent may displace any junior trainman on a Special Condition assignment, regardless of whether or not the junior trainman has satisfied the 30 days stability period, or exercise seniority elsewhere pursuant to the collective bargaining agreement. If a Special Condition assignment is annulled the incumbent may remain on the assignment and be compensated a minimum day and the allowances set forth in Article V herein, for each day annulled, or may displace any junior trainman on a Special Condition assignment, regardless of whether or not the junior trainman has satisfied the 30 days stability period, or exercise seniority elsewhere pursuant to the collective bargaining agreement. The trainmen on Special Condition assignments, who are subsequently displaced as a result of the initial displacement being induced because of

the annulment or abolishment of a Special Condition assignment may displace junior trainmen off Special Condition assignments, regardless of whether or not the junior trainmen have satisfied the 30 days stability period, or exercise their seniority elsewhere pursuant to the collective bargaining agreement. The 30 days stability period shall be measured from the date the trainman first performs service on the Special Condition assignment.

**Note 1:** A RCO qualified, or a RCO and engineer qualified trainman, not holding a Special Condition assignment, may exercise a right of displacement to a respective position on a Special Condition assignment if the trainman has insufficient seniority to displace to any other work opportunity protected from that location. The waiver of the 30 days stability period and associated conditions as outline above for Special Condition assignments that are annulled or abolished, will also apply in this circumstance.

**Note 2:** The 30 days stability period requirement will not apply to a trainman who enters the fireman-in-training program for promotion to engineer.

## **Section 2 – Stability Allowance**

Any RCO qualified trainman who works a Special Condition assignment will be entitled to receive a stability allowance in the form of an additional one hour payment per tour of duty. This one hour stability allowance is in addition to any other allowance(s) paid under existing agreements. The parties recognize the preceding sentence supersedes the language "*In no event will there be more than one such payment to an employee per tour of duty*" contained in Section 2 of the August 20, 2002 UTU National Remote Control Agreement with respect to the payment of the stability allowance as set forth herein.

**Note:** In the event a subsequent agreement eliminates or reduces the one hour stability allowance, same will eliminate the 30 days stability period requirement unless the parties mutually agree to retain the one hour stability allowance and 30 stability period.

## **Article VII – Moratorium**

As the result of the terms and condition cited herein, the BNSF agrees not to sell, lease, abandon or effectuate a similar transaction for a period of five (5) years that would affect road or yard train operations in the Portland, OR Terminal area. The Portland Terminal area is defined as all lines and yards in the yard/road zone established pursuant to Article VIII, Section 2, paragraphs (c) and (d) of the

UTU 1985 National Agreement. The five (5) year moratorium will remain in effect regardless if the terms and conditions of this agreement is implemented or utilized.

## **Article VIII – General Conditions**

### **Section 1- Without Prejudice**

This Agreement is without prejudice to either party's position on the subject matters addressed herein.

### **Section 2 – Non-Referral**

This Agreement is made on a non-referral basis and will not be cited for any reason, in any forum, except by the parties' signatory for the administration, interpretation and resolution of disputes emanating from this Agreement.

### **Section 3 – Effect**

The effect of this Agreement is only to modify only the terms and conditions cited herein. All other terms and conditions remain in effect. When a conflict arises between an existing agreement and this agreement, this agreement will apply.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005 at Ft. Worth, TX.

**For the  
United Transportation Union:**

**For the  
Burlington Northern Santa Fe:**

\_\_\_\_\_  
**John D. Fitzgerald  
General Chairman – UTU**

\_\_\_\_\_  
**Wendell Bell  
General Director Labor Relations**



# Brotherhood of Locomotive Engineers and Trainmen

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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, loosing 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

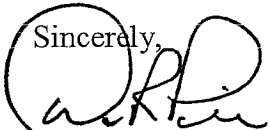
similar experiences with our UTU counterparts on other portions of the property, we probably should not be surprised. UTU's current position is not to bend on crew consist and not to agree that any engineer can touch a remote control device. In the recent case in Whitefish, the lines and jobs were all 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  
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