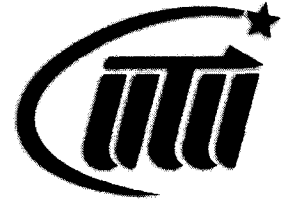


***united transportation union***  
 Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245



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 May 21, 2007

B.R. Hipple, 4th Vice Chairman  
 S.M. Waller, Secretary

**To: Members, GO-245**

**Re: BLET Proposed Contract and Related Propaganda**

As most of you are already aware, the BLET recently unveiled a proposed national contract settlement along with a companion on-property (BNSF) agreement. The latter of which must be viewed as nothing more than their determination to lead in the **"Race To The Bottom"**.

Not only does the on-property proposal contemplate assisting the Carrier with their attempts to reduce crew size but suggests doing so in reckless disregard to the safety and financial well-being of their own membership. It also has encroached on contractual matters under the sole jurisdiction of the UTU that we will challenge legally. These matters, coupled with the host of mis-information that has accompanied this roll out, begs a response from this office to set the record straight.

For those of you that have not had the opportunity to view these documents, the BLET International reached a tentative agreement with the Carrier's bargaining agent (NCCC) that provided for general wage increases and no changes in work rules. This is the same settlement that was offered but declined by the UTU International due to the Carrier's refusal to address entry rates and training issues. However, in what can only be described as a desperate act of paranoia, the BLET General Committees on BNSF concurrently reached an on-property proposal establishing an engineer's rate of pay if required to work in engineer-only operation, and *attempting* to award remote control operations in road service to the engineer craft.

Now, let's separate fact from fiction; truth from myth; and brotherhood from self-serving interests.

**Our Crew Consist Is Still Intact**

*If the BLET on-property proposal is ratified, can the Carrier begin engineer-only operations?*

**Absolutely not!** Regardless of whether or not the BLET has agreed to an engineer-only rate of pay, our crew consist agreements are still in effect and the jurisdiction over ground service work is still with the UTU. Our agreements require the appropriate ground crew complement on all assignments except helper/pusher service. We have received word that in their promotion of this proposal, the BLET is leading employees to believe that our crew consist agreements will automatically "self destruct" in 2014. This is simply not true.

The crew consist agreements on this property have no expiration date. In reality, neither party is

free to serve notice to change these agreements until the last protected employee is attrited. Many of these “protected” employees have numerous years remaining to work. Even then, the agreements remain in effect and the Carrier is only free to serve notice to change it. At that time, we would begin negotiations. Needless to say, protection for all ground service employees is and will remain a priority.

### **Remote Control Operations**

*Has the UTU relinquished jurisdiction and authority for remote control operations in either road or yard service?*

**Absolutely, not!** Before UTU was ever furnished a copy of the proposed BLET on-property agreement, BNSF filed in U.S. District Court for “Declaratory and Injunctive Relief” seeking to enjoin the UTU from engaging in a strike or work stoppage over this matter. All remote control operations were afforded to the UTU in our 2002 National Agreement. This attempt to reassign the service to the other organization will not go unanswered and our International is taking appropriate steps to respond.

Keep in mind that our agreements do not permit engineer craft or other employees to perform the exclusive duties of ground service employees. In fact, our crew consist agreements which are not subject to change under the “moratorium provisions” specifically reserve ground service work for ground service employees as stated below.

“No Carrier Supervisor, Official or non-craft employee (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard employee”

### **UTU/BLET Relations**

*Weren't the UTU and BLET temporarily meeting jointly in a concerted effort to combat the Carrier's Section 6 demand that both organizations consider combining the train and engine service crafts resulting in a single “transportation employee”.*

**Yes!** The Carrier was attempting to blur the lines of craft demarcation which would ultimately lead to reducing crew size. This is certainly not in the best interest of either organization (or so we thought). Armed with our crew consist moratoria, the UTU challenged the Carrier's right to negotiate this matter in the national venue and we were eventually provided with a favorable ruling that served to completely remove this issue from the bargaining table. Although the BLET publicly proclaimed they were solidly “in our corner” during this fight, it appears that certain factions within that organization quickly knocked at the back door of the Carrier in an effort to promote a disturbing and premature trend in the industry that we had just successfully blocked.

This office has also received word that the BLET is justifying their acceptance of single person operations by stating that if they hadn't, the UTU would have claimed it. This is not only preposterous, but completely unfounded. The opportunity certainly existed for the UTU to embrace the concept of a single transportation employee when the Carrier proposed such in their Section 6 notice. Especially since our crew consist agreements require our presence on these assignments. However, unlike the BLET, the UTU is not interested in further reducing the workforce, especially when the physical plant is far from the technological readiness needed to conduct such operations safely, and the industry is thriving financially. Instead, the UTU demonstrated that it was willing to use its contractual resources to preserve the status quo for both its members and our brothers in the BLET.

Contractually agreeing to single person operations without any further improvements in the workplace and no "safety net" is nothing short of reckless.

### **Single-Person Operations**

*Has this Committee engaged in any discussions with BNSF and/or BLET regarding single person operations?*

**Yes!** Approximately two years ago, all UTU and BLET General Committees on BNSF met briefly with the Carrier in an effort to "look ahead responsibly". At least in the mind of this UTU committee, it was our intention to cautiously explore when both labor and the industry could safely consider further reducing the current crew complement. Also, when and if that point was reached, address the manner in which any such transition would take place.

Labor was quick to point out that any written product from these discussions was fundamentally hinged on identifying the technological appliances/overlays and workplace changes that would be necessary to safely implement reduced crew operations. These included, but are not limited to; various forms of Positive Train Control, fatigue countermeasures, limited time on duty, limited incidental responsibilities for those operating in single man operations, etc.

While these discussions were still too fresh to determine if we would have reached a constructive conclusion, they were discontinued at the request of our International due to a conflict with national negotiations.

It is therefore very unfortunate that the BLET has chosen to abandon caution and volunteer their members for additional responsibilities with no change in the current workplace.

### **The Future**

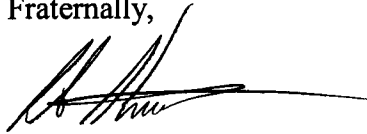
There remain several, monumental legal and contractual obstacles before the Carrier may contemplate beginning single person operations. Should the BLET on-property proposal ratify,

the responsibility for challenging the Carrier's future efforts now rests solely with the UTU. Fortunately, the UTU has a history of not consenting to a reduction in crew size until certain workplace safety criteria are met and all employees are protected and not until after all crew consist moratoriums have expired.

In closing, I would like to make it clear that this office takes no exception to the BLET attempting to negotiate a "scope rule". The UTU does not feel threatened when any rail labor organization attempts to provide additional job security to their members. However, I hope the members of the BLET recognize the *price* they, and future engine service employees, have had to pay for this rule. This agreement provides no mandate of safety features to those who may be required to operate in single person operations and little protection to those currently employed in the industry. Just think, the next time the Carrier provides testimony before any regulatory body, make no mistake that they will be waving the BLET agreement before the group and declaring the workplace ready and safe for reduced operations.

There is no doubt that the Carrier will continue to attack our scope rules and crew consist agreements; we have always been aware of it and will continue to resist further reductions in crew size.

Fraternally,

A handwritten signature in black ink, appearing to read 'R.S. Knutson', with a long horizontal flourish extending to the right.

R.S. Knutson  
General Chairman