

# United Transportation Union

GENERAL COMMITTEE OF ADJUSTMENT  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY  
(COAST LINES)



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First Vice-Chairman

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Second Vice-Chairman

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Third Vice-Chairman

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Secretary

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June 2, 2005

Paul C. Thompson  
International President  
14600 Detroit Avenue  
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President Thompson,

In reference to Article V – Pay Simplification of the August 20, 2002 contract, it is the position of this office that the Carrier (BNSF) is violating this article on a daily basis.

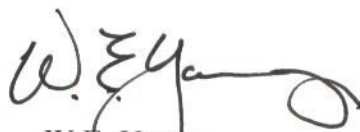
One, in many of our home and away from home terminals our pool turns provide hours of service relief. In the past a pool turn would dog catch one train and sometimes a few trains, and be paid miles or time. This mileage was included into that specific pool's trip rate. This committee's concern is that when we figured the trip rate it comes to an average pay for an average mileage. The Carrier has now taken the position that if the trip rates on a 108 mile run that when figured into a trip produces an average of 111 miles, because some trips that were averaged in are above 108 miles they can run a crew sometimes in excess of 500 miles and allow one trip rate. For example, conductor 1 is called to perform hours of service relief for train A and total miles run are 92 miles, then conductor 1 performs hours of service relief for train B and the total miles run are 100 miles, then conductor 1 retrieves train C 100 miles, and then deadheads home for 108 miles the Carrier contends that only one trip rate is due.

None of the above were the normal operations of the BNSF prior to the implementation of trip rates. As usual this is a new toy for the Carrier to play with.

This office's position is that one this is not the correct interpretation of Article V of the August 20, 2002 contract, and two if this somehow is the correct interpretation then it is the position of this office that this constitutes a material change and the trip rates need to be recalculated to provide for the miles that our now being ran by our members.

This office is asking for asking for three things. One, what is the correct interpretation of Article V of the 2002 contract. Two, if our position is correct that the Carrier is interpreting Article V incorrectly that this issue be placed in front of the disputes committee, or three if the Carrier's position is correct then we recalculate the trip rate based on the material changes that have occurred.

Fraternally,

A handwritten signature in black ink, appearing to read 'W.E. Young', with a stylized flourish at the end.

W.E. Young  
General Chairman  
Coastlines

Cc.  
All Local Chairman and Secretaries  
Rick Marceau  
David Hakey  
Gene Shire  
Roger Boldra