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FAX and mail

Mr. John J. Fleps, Vice President-Labor Relations
Burlington Northern Santa Fe Railway Company
2650 Lou Menk Drive
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Dear Sir:

It has been reported to me that the carrier's supervisory personnel have very recently been directed by you to begin to discuss, during working hours, with employees represented by UTU and local UTU representatives, the benefits of UTU negotiating local crew consist agreement changes now. This is a very unfriendly act, even if it is not a violation of the law's prohibition against negotiating directly with employees, which it may well be.

To UTU all this represents is the carrier welshing on the deals it has made on crew consist. I am quite aware of what happened to UTU's local crew consist agreements in 1991, and I am determined not to let it happen again. That is why we sued the carrier and other carriers in East St. Louis for, among other things, violation of the "major dispute" provisions of the Railway Labor Act. UTU's legal position is that the carriers cannot force negotiations about crew consist according to the plain meaning of the moratorium provisions that are in the local crew consist agreements. If we succeed in court, as I expect we will, the issue of crew consist will never make it to a third party, such as a Presidential Emergency Board or the Congress, for resolution.

As to your statements that the carrier has new technologies permitting safe and efficient train operations over the road with an engineer only, that is just a bunch of malarkey. We both know from a recent symposium held in the Washington, D.C. area by the NTSB that even the Association of American Railroads is of the opinion that none of the new technologies, including BNSF's, are ready to operate. We also know from that symposium that none of the major carriers have systems that are interchangeable with each other. This issue is not at all about promoting more safe and efficient operations, and we both know it. It is plain and simple a smokescreen for the carriers to try to get at our valuable crew consist agreements. Your offer of fantastic labor protection in exchange for giving up the positions our members are entitled to work is an empty promise. A job is the best labor protection, and our local crew consist



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agreements assure that those jobs will be available until the local crew consist agreement moratorium provisions permit you and the other carriers to negotiate for changes. If the carrier were really concerned about more efficient operations, it wouldn't be going around threatening our representatives with the sale or lease of major yards to third parties unless we give up crew consist. BN tried this tactic back in the late 1980's when it sold a substantial portion of its trackage in Montana to Montana Rail Link because it was upset at its failure to achieve more favorable crew consist agreements with several of our General Committees. All that did was to make Dennis Washington, owner of Montana Rail Link, a billionaire, and force the carrier to pay him high usage fees for use of what amounted to a bridge line.

I am also very concerned with reports that you have your local managers, such as trainmasters, preaching doom and gloom to the employees we represent, rather than doing what they are supposed to do with respect to promoting efficient operations and safe working practices. If I hear any report that your local managers are forcing our members to listen to the carrier's fairy tales about crew consist during working hours under pain of discipline, I will ask our lawyers to see if we can add another count to our Complaint in East St. Louis.

Instead of the doom and gloom you're spreading around, you should be informing your workforce of the amount of the exorbitant bonuses you and the rest of the BNSF officials received this past year. Those bonuses were made possible because of your dedicated workers who spent more time with BNSF than with their families. Their reward is your attempt to eliminate their jobs so that you and the rest of the BNSF officials can receive even bigger bonuses in future years. BNSF does not even appreciate its workers enough to honor their existing contracts, let alone throw a few crumbs their way.

UTU remains ready to bargain with you and the other carriers in national handling over any topic of mutual interest that is the proper subject of bargaining between the parties under the law. Crew consist is not such an issue, and your resort to the tactic of trying to scare our members into pressuring UTU into negotiations is unacceptable and unworthy of a carrier of your magnitude.

Sincerely,



Paul C. Thompson
International President

cc: R. L. Marceau, Assistant President (OFFICE)
All International Officers, U.S. (FAX)
All General Chairpersons in National Handling (FAX and mail)
M. K. Rose, Chairman, President and CEO-BNSF (FAX 817-352-7430 and mail)
R. F. Allen, Chairman, National Carriers' Conference Committee (FAX 202-862-7230 and mail)

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