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File: Portland Yard Sale/
UTU Misinformation

Dear Sirs and Brothers:

It would appear that the UTU International office has finally spun so much disinformation that the proverbial egg is now on UTU's own face. This is in reference to a post that appeared on www.utu.org on Friday August 5, 2005 titled "How to smoke out a pair of skunks". UTU's post was apparently written in reply to the BLET post titled "UTU seeks sell out of BNSF Engineers". In its post of August 5, UTU went to great lengths to avoid the actual facts of the BLET post. Instead UTU followed its classic Frank Wilner style by throwing distraction and misrepresentations at the issue, ultimately making several cheap name calling personal attacks against BLET, IBT and myself. As Abe Lincoln was quoted to have said, "You may fool all the people some of the time; you can even fool some of the people all the time; but you can't fool all of the people all the time." Nothing could be more on point in this latest pack of UTU distortions.

In its post, UTU makes multiple references to a "proposal" that BLET and the undersigned officer made in an attempt to avoid line sales on BNSF. UTU went so far as to personally attack the undersigned for making the so called "proposal", while avoiding any discussion on BLET's original complaint. That complaint being the proposal that UTU wrote and submitted to BNSF that would have eliminated yard engineers in the Portland Yard while allowing ground men to operate locomotives in conventional fashion. While it is true that BLET "proposed" that both unions adopt an agreement that retained one engineer and one conductor to avoid the sale of the involved assignments, UTU overlooked one key fact in BLET's so called proposal.

BLET did not write an agreement proposing the elimination of one groundmen on the affected jobs at Portland as UTU purports. Instead, BLET proposed that both unions adopt the agreement that BLET and UTU have already implemented on BNSF eliminating one groundman to avoid a line sale. Yes that is correct, back before the Paul Thompson decided that no one in UTU could discuss "Crew Consist", UTU and BLET jointly negotiated an agreement with BNSF that reduced crew size to one engineer and one conductor to avoid a line sale in Texas. That agreement was approved by the UTU International is now in affect on the former ATSF portion of this railroad, see attached. You will note that it was UTU that negotiated and agreed to reduce its own crew size to avoid a line sale, the key portion of both agreements being found in Section 7:

Section 7. Except as provided in this agreement, all schedule rules and agreements will apply to these assignments. **While there are references to both**

engineers and conductors in this agreement, its adoption is contingent on the signature by each organization for the portions where they hold jurisdiction.

Imagine that, both unions at the same table, retaining their respective craft jurisdictions, each side having the right to agree or disagree, could it be “craft autonomy”? That’s what BLET proposed to avoid the Portland sale, and no amount of UTU spinning by “Frank-and-Paul” can change those facts. In its haste to distract from the plan that UTU wrote by itself to eliminate the engineer, a craft that they do not represent on BNSF, UTU looked for someone else to blame in its classic form. Unfortunately, this time they forgot that they are the ones that agreed to reduce ground crew size in the past to avoid line sales and adoption of that UTU agreement is all that BLET “proposed”.

Not only was the jointly negotiated BNSF/UTU/BLET Agreement implemented by both unions in Texas, a similar agreement was agreed to by the parties to avoid a line sale in Whitefish, Montana. While UTU General Chairman Fitzgerald now denies initialing that proposal, we have attached an initialed copy of that UTU proposal that we received prior to sending the BLET copy out for ratification to jog his memory. In this climate where no one in UTU can discuss Crew Consist, we understand John’s “amnesia”, but it doesn’t change the fact that UTU signed the agreement in Texas and later initialed the same agreement in Montana. How silly of BLET to suggest that we look at that same proposal again to avoid a later line sale.

Without getting into each and every tired old accusation that UTU has peppered its post with, you can rest assured that BLET did no negotiating behind closed doors to attack the groundmen’s craft. Once notified of the proposed sale, we asked for a joint meeting with UTU and BNSF to discuss the possible adoption of the attached agreements. Ironically, unlike any agreements that UTU has negotiated on its own, the agreements that BLET proposed considering actually have hard fast language preventing the Carrier from selling the covered portion of the operation so long as the agreement is in effect. UTU obtained no such protection in its remote control sell out, in fact yards where UTU represented employees operate RCO are also up for sale and UTU has no agreement to prevent the sales.

As for our request to meet jointly, UTU did not even respond, instead they met alone with BNSF behind closed doors in our absence , returning to their offices after the meeting to draft an agreement that was clearly intended to eliminate a craft for which UTU holds no jurisdiction on this property. UTU General Chairman Fitzgerald summed it up in his letter defending the proposal where he stated, “In sum, the undersigned represents the interest of ground service employees. I do not represent the interest of engine service employees. . . .”. While UTU’s “E” membership may not realize it, Mr. Fitzgerald’s statement is more true than any of them realize. Even so, it is no justification for UTU’s latest attempt to grab conventional operations from the engineer’s craft. Ironically, General Chairman Fitzgerald wrote to BNSF on August 2, 2005, just days before the post on utu.org, asking if the joint “one engineer/one conductor” agreement that BLET

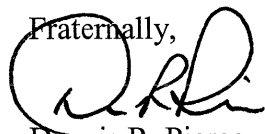
proposed was still available to avoid the sale of the Pasco, WA yard. Its ok when UTU suggests it, but when BLET suggests it, the hypocritical name calling begins.

We certainly empathize with UTU in its current plight. They were very comfortable in the Carrier's bed during implementation of "remote control" in yard service; so comfortable that this new Carrier run at Crew Consist offends them. Apparently, they never thought that the classic Carrier whipsaw would point at them again, but that is where it appears to be pointed. In spite of BLET's offers to bargain jointly, either on property or nationally, UTU refuses, instead attacking everything BLET and IBT along the way. While former UTU "Enterprise" President Boyd openly stated during the remote control grab that UTU had learned its lessons on saying no during the caboose wars and the last crew consist war, "Just say NO!" appears to again be the enterprise logo.

UTU can dust off all of the tired old pot shots over MRL that they want, but the fact remains that the involved former BN trackage was sold the last time UTU "Just said No", and for what. UTU ultimately agreed to new crew consist language on the northern lines of Burlington Northern and BNSF crews on those lines are the same size now as those on MRL. History now stands to repeat itself, the Carrier has said it will sell large portions of this property if UTU will not discuss crew size and all indications are that they will. Apparently even the lessons history provides are being ignored, instead UTU puts out spin after spin blaming BLET and IBT for all of the industry's woes. All of this from a union that has publicly said that it will negotiate on one man road crews in this bargaining round so long as it is the engineer that goes by the wayside.

The bottom line in all of this is that while BLET DID NOT write an agreement that eliminated a ground craft position, UTU DID write an agreement that eliminated the engineer. BLET was not invited to the table in UTU's effort, but the proposal that BLET suggested was jointly created and required both unions' approval. No amount of petty name calling and misrepresentations by UTU can hide these facts. One thing is for certain, Paul Thompson is no "Honest Abe" and he wont fool all of the people all of the time.

Fraternally,



Dennis R. Pierce
General Chairman

cc: Advisory Board, BLET National Division
Members, BLET Western General Chairmen's Association
Kent Confer, BLET Mobilization Coordinator