

SIDE LETTER #1 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

As we discussed, the guaranteed extra board provisions in the agreement contemplate rotating extra boards. Presently there are seniority yard extra boards at various points of the Carrier's system.

We agreed that local union committees could elect to retain the seniority yard extra boards. If they elect to do so, then the provisions of Article III of the Crew Consist Agreement signed this date will not apply to such yard extra boards. However, the Carrier will endeavor as near as practicable to adjust such yard extra boards so that employees assigned thereto will have ten days of available work per pay period on the average. It is understood that this is not intended to be, and will not be considered a guarantee.

If the local union committee does not elect to retain existing seniority yard extra boards, then Article III of the Crew Consist Agreement signed this date will apply. In applying it to a daily mark-up yard, vacancies will first be filled by regular yardmen who are not marked up on regular assignments when the board is marked. Thereafter, vacancies and extra work will be filled by extra board employees assigned to the yard guaranteed extra board on a first in, first out basis.

If the above correctly reflects our understanding, please sign this letter in the space provided below.

Sincerely,

L. W. SWERT _____

SIDE LETTER #2 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

This will serve to confirm that I agreed that a ground service employee removed from his assignment to protect "emergency" engine service will be entitled to receive no less compensation than would have been earned had the employee remained on his regular assignment.

Sincerely,

SIDE LETTER #3 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

This refers to the Agreement signed this date, and particularly your concern that it does not adequately provide for the continuation of the moratorium in the Crew Consist Agreements effective 12/5/80, 8/1/80 and 6/29/84.

This is to advise you that inasmuch as the Agreement signed this date purported only to change certain elements of the Crew Consist Agreements, and did not purport to change the terms of the moratorium, the terms of the moratorium remain in effect, except to the extent certain elements covered by the moratorium are modified by the terms of the Agreement signed this date.

Sincerely,

SIDE LETTER #4 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

We discussed the possibility that the Carrier would establish interdivisional service through a home terminal during a period while employees were in reserve status or voluntary surplus status at that location. I advised you that, in such circumstance, those employees assigned to the reserve status or volunteer surplus status at the location of the terminal that was run through would be entitled to the moving benefits associated with the establishment of interdivisional service, (Article XIII of the UTU 1/27/72 National Agreement) including comparable housing allowances if appropriate, if they are recalled to service at another terminal on the seniority district.

I further advised that, employees who were in reserve status or voluntary surplus status at the location of a terminal that was affected under the situations contemplated in Article II, Section 1, (d) of the Agreement would be entitled to such benefits when they are recalled to service at another terminal on the seniority district.

Sincerely,

SIDE LETTER #5 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

During those discussions, we explored the possibility of establishing a formal conductor/foreman training program. We agreed to continue to explore this subject in an effort to agree upon the establishment of such a program.

Sincerely,

SIDE LETTER #6 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

It was understood that my letter to Messrs. Cox and Lankford dated October 25, 1991 dealing with the application of the Collective Bargaining Agreements applicable to employees working in the former SLSF territory to employees working in the former ATN territory was not disturbed by the Agreement signed this date concerning Crew Consist.

Sincerely,

AGREED:

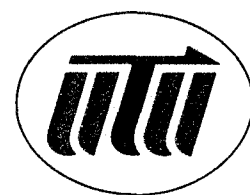
L. W. SWERT

G. THOMAS DuBOSE
International President

LLOYD W. SWERT
Assistant President

CHARLES L. LITTLE
General Secretary and Treasurer

**united
transportation
union**



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14600 DETROIT AVENUE
CLEVELAND, OHIO 44107-4250
PHONE: 216-228-9400
FAX: 216-228-5755

October 27, 1993

Mr. James B. Dagnon
Executive Vice President-Employee Relations
Burlington Northern Railroad
3000 Continental Plaza
777 Main Street
Fort Worth, TX 76102

RECEIVED

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OFFICE OF THE
GENERAL CHAIRMAN
UTU

Dear Mr. Dagnon:

This is in reference to your letter of October 21, 1993, addressed to Assistant President L. W. Swert that acknowledged my letter to you dated October 14, 1993.

I advised you in my October 14, 1993 letter that the ratification by the membership of the agreement attached to your June 23, 1993 letter represented final settlement of all outstanding Section 6 notices and negotiations on the BN Southern Lines relating to the consist of crews. Therefore, the agreement attached to your June 23, 1993 letter should be placed into effect in lieu of the October 25, 1991 Crew Consist Agreement. Given the manner in which this matter has arisen, no formal execution is required.

Please include this letter as Side letter #7 in printing the ratified agreement, and arrange to have copies of the agreement distributed.

Sincerely,

G. Thomas DuBose
International President

cc: Lloyd W. Swert, Assistant President
All BN General Chairpersons