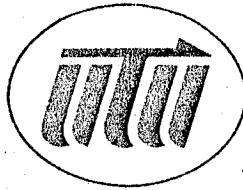


unite transportation union



J. W. REYNOLDS
General Chairman

227 EAST SUNSHINE, SUITE 101
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)
QUANAH, ACME & PACIFIC RAILWAY
SAND SPRINGS RAILWAY

January 27, 1982

Mr. J. J. Ratcliff
Assistant Vice President
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Dear Mr. Ratcliff:

This will acknowledge and reply to your letter of January 19, 1982, your file 3000-238-6, in response to mine of November 7, 1982, concerning the interpretation of Sections 3(c) and 5(c) of the Madill Interdivisional Service Agreement signed April 20, 1981.

It appears that we have agreed to disagree as well as agree, which in my opinion is not unusual.

It was not my intent to piecemeal any portion of the Agreement as you may have assumed, and if possible I would like to meet with you the next time I am in St. Paul for further discussion of the matter, and hopefully resolve the problems we are experiencing as you have agreed.

Yours very truly,
ORIGINAL SIGNED BY
J.W. REYNOLDS

J. W. Reynolds
General Chairman

JWR/cp



BURLINGTON NORTHERN RAILROAD

176 East Fifth Street
St. Paul, Minnesota 55101

Mr. J. W. Reynolds, Gen. Chmn.
United Transportation Union
227 E. Sunshine - Suite 101
Springfield, Missouri 65807

January 19, 1982

File 3000-238-6

RECEIVED

JAN 21 1982

Dear Mr. Reynolds:

OFFICE GEN. CHM.
UNITED TRANS.
UNION

In reference to your letter of January 7, 1982 concerning the interpretation of Sections 3(c) and 5(c) of the Madill Interdivisional Service Agreement signed April 20, 1981.

My file did not previously contain a copy of your letter of June 8, 1981 to your various local chairmen and secretary-treasurer, and I do not recall having seen it previously. Likewise, I have no notes of a telephone conversation on this subject prior to our conversation of January 6, 1982, and I do not recall any prior discussions of this subject.

I disagree with you where you say that Section 3(c) should refer to "Creek and Sherman Subdivisions" instead of "Sherman Subdivision." We did separate Creek-Sherman Seniority District people into two "prior rights" groups--- see the definitions that are contained in Section 4(d) of the agreement. The agreement provides that anyone who was assigned on the Sherman Subdivision on the date of the agreement (April 20, 1981) was to be classified as a "Sherman Subdivision employee" and that provision similarly defined "Creek Subdivision employees." By contrast please note the difference in the definition of "Ft. Worth Subdivision employee" in that it defines these employees as those holding seniority on that seniority district.

Section 3(c) then provides that those "Sherman Subdivision employees" will retain "prior rights" to assignments that are established at Madill, but then recognizes that those employees will attrite and that eventually their assignments that are home-terminated at Madill will ultimately be transferred to Tulsa. But, in the meantime, Section 5 provides a rotation and an equalization of the work between these Sherman and Tulsa people.

As I recall, it was your idea that you had to differentiate between those employees of the Creek-Sherman Seniority District that resided at Tulsa and those that resided at Sherman. It was on the basis of their assignments on the date of the agreement that an employee was "branded" as being either a Tulsa or Sherman "prior rights" employee. There is no provision in the agreement for an employee to

voluntarily change his "prior rights" simply by changing his residence. In fact, it was not the point of residence that was used as the criterion in determining his "prior rights"--- in fact, there very likely were some employees who were assigned on the Sherman Subdivision on the date of the agreement who were Tulsa residents.

Our telephone conversation on January 6, 1982 dealt with the following two subjects:

1. This involved the situation where an employee had properly been designated as being a "Sherman prior rights employee" and had requested the caller to remove that designation because he was moving to Tulsa. I told you then that there was no provision for him to voluntarily and unilaterally change himself from a "Sherman Subdivision employee" to a "Creek Subdivision employee." I told you then that I would ask Mrs. Ellis to see that division and terminal supervisory and calling forces were made aware of the fact that an employee could not voluntarily and unilaterally change his prior rights status by moving his residence or, in fact, by any other means. I then immediately phoned Mrs. Ellis and I presume that the necessary handling was given.
2. This situation involved one in which a Tulsa resident who was a "Sherman Subdivision employee" either bid or bumped onto the Creek (Tulsa) pool assignment that had been bulletined to Sherman Subdivision employees as the equalization job. I told you that that employee was a "Sherman Subdivision employee" and regardless of his residence, he was entitled to exercise his Sherman prior rights. When we made this interdivisional agreement, both sides were clearly aware that the Creek and Sherman Subdivisions were one seniority district for conductors and brakemen, and, in fact, you will find that understanding clearly stated in the agreement. However, it was the Organization's desire to differentiate between

Mr. J. W. Reynolds

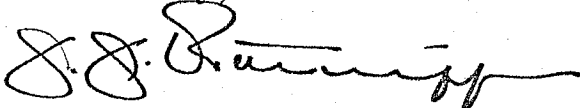
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January 19, 1982
File 3000-238-6

those employees of that district who were working at Sherman and those that were working at Tulsa, apparently attempting to avoid unnecessarily uprooting those people who had established themselves at Sherman. This consideration permeates the agreement.

What I have said above clearly indicates that I disagree with much of what you had said in regard to what the agreement provides and what it intends. However, that does not mean that I will not agree with you if you now desire to put this Creek-Sherman intradivisional service on a straight seniority basis. Likewise, if you want to go to a more limited change and simply make provisions to permit an employee to change his prior rights status by simply moving from Sherman to Tulsa, or from Tulsa to Sherman, I will give whatever proposal you care to make very careful consideration. Stated in another way, what I have said in the above paragraphs, simply means that I am saying that when a theory permeates an agreement such as this prior rights separation does, it simply is not possible to piecemeal into the agreement a contrary and conflicting premise by selectively changing the wording or the interpretation of a few selected passages.

Sincerely,



J. J. Ratcliff
Assistant Vice President

ct1114

January 7, 1982

Mr. J. J. Ratcliff
Assistant Vice President
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Dear Mr. Ratcliff:

This will have reference our telephone conversations in connection with the application of Sections 3 (c) and 5 (c) of the Interdivisional Service Agreement between Tulsa and Madill and Madill and Ft. Worth, signed April 20, 1981. Our last telephone conversation was the afternoon of January 6, 1982.

Attached is copy of my letter dated June 8, 1981 which is a confirmation of our telephone conversation of the same date regarding the application of the first sentence of Section 3 (c), copy of which you were previously furnished. Also attached is copy Assistant General Chairman Lankford's notes of June 1, 1981 of his telephone conversation with former manager of Labor Relations, J. R. Kirby, who agreed with Mr. Lankford that the language of Section 3 (c) should be changed, which you confirmed in our telephone conversation of June 8, 1981,

Our purpose in agreeing on the language change of the first sentence of Section 3 (c) was because the employees on the Creek and Sherman Subdivisions hold equal seniority on both districts, i. e., when an employee hired out at Tulsa (Creek Subdivision) he automatically established a seniority date at Sherman (Sherman Subdivision). Under the current Agreement when an employee hires out at Tulsa, Madill or Ft. Worth they establish seniority on the three subdivisions and two former seniority districts with one seniority date, under the provisions of Section 3 (a). Our reasoning for changing the language in the first sentence of Section 3 (c) was because as originally written it would restrict the seniority of Tulsa employees.

It is my understanding that effective with the date of the Agreement an indicator was placed beside the name of each employee holding an assignment including the extra board at Sherman, Texas on the date of the Agreement. With the inauguration of interdivisional service some of those Sherman employees with

Mr. J. J. Ratcliff
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Page 2

indicators beside their names exercised their seniority by bidding or bumping on assignments working out of Tulsa on the Creek Subdivision.

It was brought to my attention Monday, January 4, 1982, that under the provisions of Section 5 (c) as revised December 14, 1981, an equalization pool was put on and bulletined to Madill employees. The Carrier permitted those employees with the indicators beside their names who transferred from Sherman to Tulsa after the inauguration of the Agreement to bid in the equalization assignment, and since has deprived both present Madill employees as well as Tulsa employees - - who are senior to those employees now assigned to the equalization assignment - - to bump those junior employees.

It is my position that this handling is wrong and that for the Carrier to permit such mishandling, in effect, grants super seniority to certain employees, depriving senior employees a job preference in accordance with their seniority. When those Sherman employees with indicators by their names transferred to Tulsa and accepted assignments, they became Tulsa employees and should be treated as such. In other words, they would have no more right to work the equalization assignment than other Tulsa employees senior to them as long as there were no bids accepted from employees at Sherman. The same would be true if a Tulsa employee should bid, bump or by some other means choose to place himself on a job working out of Madill. He, likewise, would be treated as a Madill employee and would have to accept the conditions of the assignments working out of that location.

It is my considered opinion that the actions of the Carrier has curtailed and in come cases completely restricted the seniority of the employees on the Creek and Sherman Subdivisions by not permitting them to freely exercise the seniority rights which they are entitled to.

I respectfully request your immediate attention to this matter for correction.

Yours very truly,

ORIGINAL SIGNED BY
J.W. REYNOLDS

J. W. Reynolds
General Chairman

JWR/cp

cc: S. C. Ellis, Reg. Manager-LR
J. S. Gaston, LC-69
W. A. Alford, S&T-69
C. S. Davis, Jr., LC-243
S. C. Davis, LC-243
R. L. Stanley, Secy. L-243
H. F. Hendricks, LC-894

G. L. Quinten, Jr., LC-894
R. J. Shepherd, LC-894
C. E. Stuart, S&T-894
D. L. Apker, LC-949
B. C. Painter, LC-949
J. D. Wright, LC-949
B. G. Mathis, S&T-949