

MILTON H. SIEGELE, JR. Assistant Vice President Labor Relations

Burlington Northern Santa Fe

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February 16, 1999

Mr. Carl M. Vahldick General Chairman, UTU 227 East Sunshine, Suite 101 Springfield, MO 65807 Mr. Dave B. Snyder General Chairman, UTU 45 Southwest 7th Avenue Forest Lake, MN 55025

Mr. G. Dale Welch General Chairman, UTU 1101 Cedar Teague, TX 75860

Gentlemen:

Reference the agreement package addressing items such as Instructional and Re-Examination Classes, Tripartite Review, Physical or Visual Examinations, Highway Transport Vehicle Safety, and Permanent/Temporary Transfers.

During discussions leading to the finalized version of this package, we discussed the possibility of allowing employees who were force assigned to another location within the Seniority District to use BNSF provided lodging at the "forced to" location, for a period of up to sixty (60) days, when so force assigned.

I agreed with you that, if this Agreement ratifies, that BNSF will commit, as a matter of policy, to allow individuals, who are force assigned within the Seniority District, to use BNSF provided lodging at the "forced to" location, subject to the following conditions:

- 1. There must be a BNSF provided lodging facility at the "forced to" location.
- 2. The individual must use the facility.
- 3. The individual must not be able, through the normal exercise of seniority, to secure a position at the home location.
- 4. The BNSF provided lodging shall be provided for a maximum period of sixty (60) days.

I trust that the foregoing addresses your concerns.

Sinderely. Milton H. Siegele, Jr. utu.46