

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern and Santa Fe Railway Company

And The

United Transportation Union

As part of the Safety Summit process, this Agreement is designed to enhance employees' work/rest schedules as well as provide the manpower necessary to meet our customers' expectations.

EIGHT HOURS UNDISTURBED REST FOR EXTRA BOARDS

1. Trainmen assigned to the Bakersfield, California, combination extra board (board 8) will not be called for service at their home terminal prior to receiving eight (8) hours undisturbed rest. For purposes of this Agreement, "undisturbed rest" means that the Carrier (typically Crew Support) will not contact trainmen to inform them of their on-duty time until the trainman has had eight (8) consecutive hours off, measured from the last off-duty time.
2. Extra board trainmen who have not had eight (8) consecutive hours of undisturbed rest at their home terminal are not eligible to be called to work.
3. Any trainman erroneously called prior to the expiration of eight hours undisturbed rest will not be entitled to any claim or penalty for such error, but may refuse the call.
4. Extra board trainmen subject to this agreement may be run around without penalty by following trainmen while obtaining the 8-hour's undisturbed rest.

GENERAL PROVISIONS

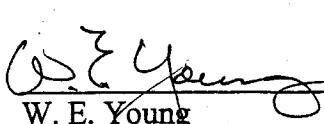
This Agreement is made on a without prejudice basis.

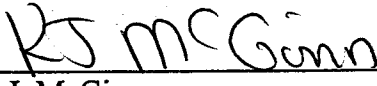
Either party may cancel this Agreement by serving ten days' written notice on the other party.

Signed this 4th day of June 2003, and effective on June 1, 2003.

FOR THE UNITED
TRANSPORTATION UNION:

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY:


W. E. Young
General Chairman


K. J. McGinn
Asst. Vice President Labor Relations