

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And The
UNITED TRANSPORTATION UNION

In order to address the mutual interest in moving freight and addressing fatigue issues, the parties enter into this agreement recognizing that this approach to unassigned pool freight management is relatively new. Further, the parties agree that this agreement is being entered into without prejudice to the position of either party concerning the appropriate approach and application of any agreement provisions addressing any similar or identical situations.

This Agreement establishes a scheduled work/rest cycle for employees assigned to the Bakersfield - Barstow unassigned service pool (pool) headquartered at Bakersfield.


1. Employees assigned to this pool will be allocated work/rest cycles by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as seven (7) consecutive days during which an employee is available for or performs work (the work cycle) followed by three (3) consecutive rest days (the rest cycle).
 - 1.1 Mark off for scheduled rest days will occur automatically at 7:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically at 7:00 a.m. on the day following the last scheduled rest day.
 - 1.2 An employee can observe a personal leave day(s) or a single vacation day(s) during the rest cycle.
 - 1.3 Employees will not be called to protect service with an on-duty time between 7:00 p.m. on the day immediately preceding the rest cycle and 7:00 a.m. on the first rest day. In order to insure that employees in this Pool will have a three full rest days available for each rest cycle, employees called prior to 7:00 p.m. on the day immediately preceding the start of the rest cycle will have their scheduled rest cycle begin upon tie up at the home terminal.

- 1.4 Positions going on work cycle will be available for call for assignments that begin on or after the 7:00 a.m. cycle time.
2. Employees holding a position in this pool for an entire month shall be guaranteed to make no less than \$6800 per month (\$3400 per payroll period).
 - 2.1 Employees who do not hold a position in this pool for an entire month shall be guaranteed the monetary equivalent of 1/30th of the monthly guarantee for each full calendar day that they hold a position in this pool.
 - 2.2 Employees that make themselves unavailable at any time other than during the rest cycle shall have the guarantee reduced by 1/22nd of the monthly guarantee for each calendar day, or portion thereof, that the individual is unavailable.
 - 2.3 Employees who are unavailable more than once during a payroll period shall forfeit guarantee for that payroll period.
3. An employee who stays marked up during his assigned work cycle, will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent during the rest cycle. To allow for "emergencies" the employee can take one unpaid layoff in each month, or if the employee remains on a position subject to the terms of this Agreement for three consecutive months, three unpaid days off during any three-month rolling period.
4. When regulation of this pool calls for a reduction in the number of turns, the junior employee will be reduced from the pool. If the junior employee owns a work/rest cycle that will remain on the pool, that cycle will be reassigned to the junior employee within the cycle to be reduced. The employee's position on the board will not change when reassigned to a new cycle.
 - 4.1 During the term of this Agreement, extra boards that previously protected temporary vacancies in this pool shall no longer include this pool when calculating the number of extra board positions.
5. Employees exercising displacement rights onto a turn in this pool must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace, and must, seniority permitting, remain in this pool for a minimum of thirty (30) days.

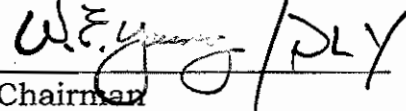
- 5.1 In the event the turn held by the junior employee is either in active service or at the away-from-home terminal, the employee exercising seniority to this pool shall be placed to the bottom of the board and shall assume the work/rest cycle as provided above. When the junior employee returns to the home terminal, that turn shall be removed from this pool.
6. Employees assigned to this pool, who are at their home terminal, shall not be called for service prior to receiving eight (8) hours undisturbed rest. For purposes of this agreement, "undisturbed rest" means that the employee shall not be called to be advised of the on-duty time until that employee has had no less than eight (8) consecutive hours off, measured from the last off-duty time.
 - 6.1 Employees in this pool, who are at their home terminal, shall not be considered eligible for a call to work if they do not have eight (8) consecutive hours of undisturbed rest as defined above.
 - 6.2 Employees subject to the terms of this section may be run around, without penalty, while securing their undisturbed rest.
7. So long as the employee has been on duty more than eight (8) hours, that employee may request, at the home terminal only, fourteen (14) hours rest. For purposes of this agreement, it is understood that the call for service may be made within the fourteen (14) hour rest period, but the on-duty time may not be earlier than fourteen (14) hours from the previous tie-up.
 - 7.1 Employees subject to the terms of this section may be run around, without penalty, while securing their rest.
8. A temporary vacancy on any turn (defined, for purposes of this agreement, as being a vacancy of less than seven (7) days) shall cause the turn to be removed from the pool. The turn will be restored to the foot of the board upon the employee's return unless other agreement provisions apply. Permanent vacancies, as defined by the current agreement, shall be filled by existing agreement provisions.
9. Employees in this service who are scheduled to observe vacation beginning on a Monday shall be allowed to adjust the start of that vacation so as to begin upon the expiration of the rest cycle.

- 9.1 Employees who desire to take advantage of this provision shall be required to notify Crew Support during the rest-cycle immediately preceding the vacation period.
10. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.
11. This Agreement may be cancelled by either party serving ninety (90) days written notice on the other party, with the understanding that the parties shall meet and address the issue(s) that caused the service of the cancellation notices. Furthermore, the parties commit to seeking resolution of those issues in an effort to preserve this agreement.

FOR THE
BNSF RAILWAY COMPANY:


General Director Labor Relations

FOR THE
UNITED TRANSPORTATION UNION:


General Chairman

Approved:


Regional Vice President
South Operations

Questions and Answers
For the
Bakersfield 7and 3 Pool

Q Will employees in the Bak/Bar unassigned service pool be allowed to work through their rest cycle? If so how will the individual notify crew support of their wish to do so?

A No, the individuals will not be allowed to work during their assigned rest cycle.

Q In reference to item 1.2 of the agreement can employee observe Vacation(s) or PLD(s) during their work cycle? If so how will it affect the employee's guarantee and availability?

A. No. PLD and single-day vacations may be taken during the rest cycle and they are paid in addition to the guarantee.

Q It is stated in item 1.3 of the agreement, that an employee will not be called to protect service with an on duty time of 1900. Currently employees receive an hour and a half call. This would mean that after 1730 we would no longer stand for service?

A No, you must make yourself available until 1900.

Q In reference to item number 2 of the agreement our understanding is that all retroactive and future wage increases will be applied to the \$3400 per half guarantee?

A Yes, all wage increase for the proposed National contract and all future COLA and general wage increases will apply to the guarantee.

Q In reference to item 5 of the agreement, will the 30 day hold down restrict an employee from bidding to a higher paying job?

A Yes, once you have bid or placed yourself to this board you must remain on it seniority permitting for 30 days.

Q If I get bumped while I am on my days off will I be compensated for my days off?

A No, if you are on your days off and get displaced you will be compensated for any day that you were assigned to the board, once you are displaced you are no longer going to be compensated, and you have 48 hours to make displacement from notification of the displacement.

Q When will the carrier make additions and subtractions to the board?

A The regulation of this pool is at BNSF's discretion. We have a commitment, however, that, to the extent possible, additions will be made at the close of bids on Tuesday mornings, and all subtractions will be made at 0700 on Monday morning.

Q. How will assigned positions be filled?

A. When a position is to be filled it will not be placed into the pool until the bid closes and it is filled.

Q What service does this board protect?

A It will protect all of the pool service between Bakersfield and Barstow, all of the Hours of service relief for this pool, and all of the deadheading between Bakersfield and Barstow. If a pool turn is used in any other service such as helper service, the earnings will not offset the guarantee.

Q How will the availability policy be applied to this board and will there be any ability to make up days, by working my days off?

A So long as you stay marked up and available, and you do not exceed more than one unpaid absence per month, or if you remain continuously available for three consecutive months, three unpaid absences during any three-month rolling period, you will not be considered to be in violation of the Attendance Guidelines. You will not be allowed to work your days off.

Q If the board is depleted and there are no men available to operate trains, who will man the train?

A The train will handled by an extra crew, and then pursuant to exisiting agreement provisions addressing such a situation.

Q If I lay off one time for two days how will this affect my guarantee?

A. You will lose the guarantee if you are laid off in excess of 24 hours.