

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

Temporary vacancies and new turns under advertisement in the Bakersfield "7-3" pool shall be filled as follows:

1. Vacancies of seven (7) days or less shall remain in the pool and filled from Bakersfield Board #8.

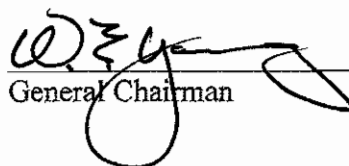
The individual assigned from Bakersfield Board #8 shall remain on the temporary vacancy until the individual assigned to that turn returns or the vacancy is filled as a permanent vacancy pursuant to existing agreement provisions.

2. When an additional turn is added to the pool, it shall be placed to the bottom of the pool at Bakersfield and, upon becoming "first-out," shall be filled from Bakersfield Board #8.

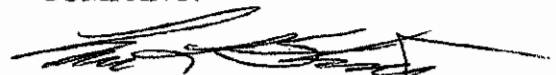
The individual assigned from Bakersfield Board #8 shall remain on the vacancy until it is filled as a permanent vacancy pursuant to existing agreement provisions.

3. This Agreement applies exclusively to the Bakersfield "7-3" pool and does not affect the filling of vacancies on any other position or assignment at Bakersfield, California.
4. This Agreement is subject to automatic cancellation by the service of a 10-day cancellation notice by either party upon the other party, and shall automatically extinguish in the event the agreement establishing the Bakersfield "7-3" pool is cancelled.

FOR THE UNITED TRANSPORTATION  
UNION:

  
\_\_\_\_\_  
General Chairman

FOR THE BNSF RAILWAY  
COMPANY:

  
\_\_\_\_\_  
General Director Labor Relations