

**MEMORANDUM OF AGREEMENT** Between: The Burlington Northern and Santa Fe Railway, and The United Transportation Union, (C, T, & Y) (Coast Lines), representing Employees in Calwa Yard, Fresno California.

The purpose of this agreement is to establish an Independent Herder position in Calwa Yard, Fresno California, that can perform all the duties of a regular herder, as well as assist inbound and outbound freight crews.

The rate of pay for Independent Herder positions, established at Calwa Yard, will be \$182.36, per 8 hour shift.

The independent herder may be required to:

1. Herd power, including making air hose couplings between the consist and train, and also MU'ing the consist.
2. Assist in making pick-ups, including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand and/or radio signals.
3. Assist in making set-outs, including bad order cars, spotting cars, securing cars, and relaying and/or giving instructions via hand and/or radio signals.
4. Line main track and yard switches within working limits.
5. Make air hose couplings between cars and assist in, or perform, initial terminal inspection and air test.

When assisting a road crew, the independent herder will become a member of that crew.

When an independent herder assists a Conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement, as a work event, the service performed will still be a work event for the Conductor.

This agreement will become effective on, January 11, 1999.

This agreement is subject to automatic cancellation by the service of 10 days notice one party upon the other.

**QUESTIONS AND ANSWERS**

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1. Q. What are the working limits of this Job?
    - A. The West limit is the AMTRAK Depot, MP 998.1
    - The East limit is THORPE, MP, 993.

2. Q. May Independent Herders be required to bleed cuts of cars when they are not assisting a road crew?

A. Yes

3. Q. If the Independent Herder is required to handle an LTD or couple air hoses when assisting a road ground crew, will the eligible members of the road ground crew receive LTD or air pay, (code 34, and 13), as appropriate?

A. Yes

4. Q. Will the Independent Herder be required to perform Dog Catch services?

A. No.

5. Q. Will the Independent Herder be required to assist yard crews?

A. No.

6. Q. Will the Independent Herder be subject to all other yard agreements and contractual provisions, as set forth in the yardmen's schedule?

A. Yes.

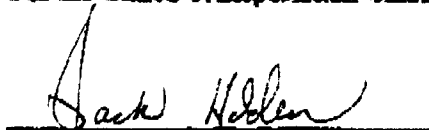
Signed on, December 31, 1998

For the Burlington Northern Santa Fe



G. L. Shire, General Director  
Labor Relations

For the United Transportation Union



J. F. Holden, General Chairman  
UTU (Coast Lines)



M. B. Gebbart, Local Chairman  
UTU, Fresno CA



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January 19, 1999

Mr. J. F. Holden  
General Chairman  
United Transportation Union (CT&Y)  
2110 East First St. Suite 112  
Santa Ana, California, 92705

Re: Letter of understanding between the United Transportation Union, and the Burlington Northern Santa Fe Railway, concerning the Independent Herder agreement for Calwa Yard, Fresno California, signed December 31, 1998.

Dear Mr. Holden,

When we negotiated the Independent Herder agreement for Calwa Yard, we agreed the rate of pay for the position would be \$182.36, and that the position would not receive ETD or air pay, (codes 34 and 13).

If you agree with this, please sign below.

Handwritten signature of Jack Holden in black ink, written over a horizontal line.

I agree  
Jack Holden, General Chairman  
United Transportation Union

Handwritten signature of William L. Yeck in black ink, written over a horizontal line.

William L. Yeck  
Manager  
Labor Relations