

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
UNITED TRANSPORTATION UNION

1. Pursuant to Carrier's notice dated April 23, 2002, the switching limits at Richmond, California are extended to milepost 10.4 on the UPSP Niles Subdivision, including the Oakland Intermodal Gateway and the UPSP East Oakland Yard.
2. The district miles under the Riverbank ID Agreement when employees receive or deliver the train at the Oakland Intermodal Gateway shall be 208.
3. The district miles under the Riverbank ID Agreement when employees receive or deliver the train at UPSP East Oakland Yard shall be 212.
4. If by operation of this agreement a road crew is obligated to operate additional miles, such additional actual miles shall be added to the miles of the assignment.
5. For employees who are otherwise entitled to payment of final terminal delay, the FTD activation point for the Oakland Intermodal Gateway is the switch located at or near milepost 4.2.
6. For employees who are otherwise entitled to payment of final terminal delay, the FTD activation point for the UPSP East Oakland Yard is the switch at or near milepost 9.8.
7. BNSF does not presently intend to establish an additional on/off duty location for yard service within the expanded terminal and recognizes that it does not have the right to establish multiple on/off duty locations for pool freight service within the expanded terminal.
8. BNSF will work and cooperate with the United Transportation Union's representatives in order to qualify groundmen (both road and yard) over the new territory being incorporated into the Richmond Terminal pursuant to this agreement.
9. Where existing agreement provisions require the filling of a yard vacancy from an extra board, such vacancies in the expanded terminal will be filled from the existing Richmond yard extra board.

10. This Agreement does not contemplate that crews employed by Richmond Pacific Railroad will perform work within the expanded terminal other than delivering or receiving traffic and other work as they currently perform.
11. Road crews who expire under the Hours of Service Law shall be relieved by either a BNSF road crew or BNSF yard crew.
12. Except as modified by this agreement, all other agreements applicable under the Coast Lines UTU Road and Yard Schedules remain in effect.

Signed this 8th day of MAY, 2002 and effective _____, 2002.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY:

M. Howard Segele/ALS
Assistant Vice President Labor Relations

[Signature]
General Director Labor Relations

FOR THE UNITED
TRANSPORTATION UNION:

[Signature]
General Chairman