

**Memorandum of Agreement**  
**Between**  
**The Burlington Northern and Santa Fe Railway Company**  
**and**  
**The United Transportation Union**

(Applicable only for Road Trainmen at San Bernardino; Richmond & Stockton, CA.)

This agreement supercedes all other exercise of seniority agreements applicable to road assignments governed by former Coastlines Agreements.

It is Agreed:

1. Road trainmen at San Bernardino, Stockton and Richmond CA may, after being assigned to the same assignment for a period of no less than thirty (30) days, be allowed to voluntarily relinquish their assignment and displace a junior employee on a preferred assignment.

NOTE 1: A 30-day bump may only be used within the same prior rights seniority district, and may only be used within ground service positions.

NOTE 2: This section does not apply to a supplemental extra board or a reserve board. An employee at an outlying point desiring to voluntarily relinquish his/her position must remain thereon until relieved under schedule rule.

NOTE 3: Any employee subject to "terminal" tie-down due to Primary Recall, may only use their 30-day bump within that terminal.

2. The Carrier's crew calling system will validate the employee's assignment history for the previous 30 days prior to granting the employee's request. Once the employee's request is verified, the employee will be moved immediately by the system to his/her new assignment, and the employee's previous assignment will be immediately bulletined. The bulletin will be awarded at noon on the fifth day. If the assignment should go "no bid", it will be force assigned in accordance with applicable rules.
3. Exercise of seniority may not take place within the same set of pools.
4. An employee giving up their assignment under this Agreement will not be allowed deadhead pay when released from an outlying assignment.

5. An employee who actually vacated an assignment after giving up the assignment under this Agreement will not be permitted to again give up an assignment for thirty (30) days from the date they are assigned to the new position. This does not preclude any other exercise of seniority in accordance with the working schedule.

This agreement may be cancelled by servicing a ten-day notice one party upon the other.

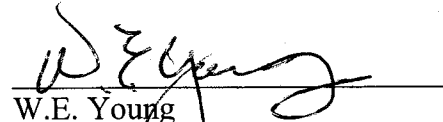
This agreement will become effective 8/16/2004.

For the Carrier:



Gene L. Shire  
General Director  
Labor Relations

For the Organization:



W.E. Young  
General Chairman  
UTU Coastlines