

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern and Santa Fe Railway Company

And

The United Transportation Union

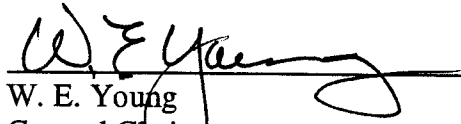
1. Conductors and Brakemen in road service with the home terminal of Los Angeles, California, have the option of protecting, or not protecting, extra service.
2. Remaining in the calling order for extra service requires no action on the employee's behalf and the employee will remain in the established calling orders until Crew Support receives notification under the provisions of Section 3 of the Agreement.
 - 2.1. Employees who elect to protect extra service will continue to receive calls for extra service in compliance with their schedule agreements.
 - 2.2. Failure to protect calls for extra service will not result in discipline.
3. Employees who take the option to not protect extra service will notify the Crew Support Center electronically on their tie up screen. If notification takes place between trips, the employee will provide the electronic notification through the Voice Response Unit (VRU) or their employee information screen.
 - 3.1. Employees who elect to not protect extra service will forfeit all rights to claims or penalties for not receiving extra service calls.
4. This Agreement does not apply to employees assigned to extra boards, demoted engineers, temporary transfers, reserve boards, yard service or activities employees must perform to maintain service qualifications.
5. Either party may cancel this Agreement by serving ten (10) days' written notice upon the other.

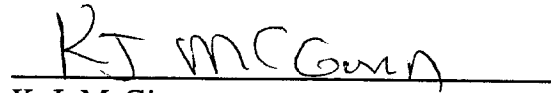
Signed this 20th day of May 2004 and effective at 10:00 AM on June 1, 2004.

FOR THE UNITED
TRANSPORTATION UNION:

FOR THE BURLINGTON NORHTERN
AND SANTA FE RAILWAY COMPANY:

APPROVED:


W. E. Young
General Chairman
United Transportation Union


K. J. McGinn
Asst. Vice President Labor Relations
Burlington Northern and Santa Fe
Railway Company