

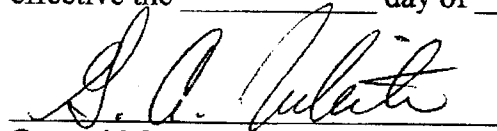
MEMORANDUM OF AGREEMENT
Between The
UNITED TRANSPORTATION UNION
And The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY

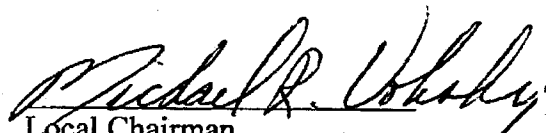
1. An Independent Herder position may be established at Phoenix, Arizona.
2. The rate of pay for this position will be \$215.00 per day, overtime on a minute basis at the rate of 1 and ½ times the established rate of pay.
 - 2.1 The rate provided for herein shall be subject to all future wage increases and COLA adjustments.
 - 2.2 If otherwise qualified therefore and earned, ETD pay will be allowed per the ETD Agreement.
 - 2.3 Air hose pay shall not be allowed this position..
3. The Independent Herder, without additional compensation, may be required to:
 - 3.1 Perform any duties normally performed by a Herder.
 - 3.2 Herd power, including making air hose couplings between the consist and the train, as well as "MU'ing" the consist.
 - 3.3 Attach to any road or yard job.
 - 3.3.1 When attached to a road or yard job the Independent Herder may only be attached to one job at a time.
 - 3.3.2 The Independent Herder shall notify the conductor or yard foreman when attached to the crew prior to commencing any duties with that crew. The conductor or yard foreman shall be responsible for assuring that the members of the crew understand that the Independent Herder is being attached to the crew.
 - 3.3.3 The Independent Herder shall notify the conductor or yard foreman when the work is completed and shall have an understanding that the Independent Herder is being detached from the crew. The conductor or yard foreman shall be responsible for assuring that

the members of the crew understand that the Independent Herder is being detached from the crew.

- 3.4 Assist in making pickups, setouts, including operating hand brakes, making couplings/uncouplings, and relaying and/or giving instructions via hand and/or radio signals.
- 3.5 Perform allowable work in the road/yard service zone while attached to a yard crew.
- 3.6 Line main track and yard switches.
- 3.7 Make air hose couplings.
- 3.8 Perform air tests.
- 3.9 Perform pilot duties.
- 3.10 Bleed railcars.
- 4. An Independent Herder attached to a conductor-only road crew shall not relieve the Carrier of the restrictions or penalties provided under the applicable Crew Consist Agreement.
- 5. Except as provided herein, all rules, practices and understandings remain in effect.
- 6. This Agreement is subject to automatic cancellation by the service of a 15-day cancellation notice by either party upon the other.

Signed at Phoenix, Arizona this 22 day of August, 2003 and effective the _____ day of _____, 2003.



General Manager


Local Chairman

Approved:

General Director Labor Relations

Approved:


General Chairman

BNSF



Gene L. Shire
General Director - Labor Relations

Burlington Northern Santa Fe

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Fort Worth, TX 76161-0030
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Mr. W.E. Young
General Chairman UTU
2110 East First Street
Suite 112
Santa Ana, CA. 92705-4095

August 18, 2003

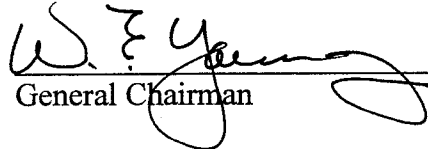
Dear Mr. Young,

This will serve to memorialize our understanding concerning the proposed agreement to establish a Herder position at Phoenix, AZ. Pursuant to a conversation we had on August 15, 2003 it is understood that the position established under this agreement will not be required to perform general yard switching.

If the foregoing accurately reflects our understanding, please sign in the space provided below and return an executed copy to the undersigned.

Sincerely,

I AGREE:


General Chairman