

**Memorandum of Agreement
Between The
Burlington Northern and Santa Fe Railway Company
And The
United Transportation Union (Coast Lines)**

It is agreed:

1. Subject to the provisions of this agreement, a Second District Conductors' Short Pool may be established to protect all turnaround service out of Winslow on the Second District.
 - 1.1 This service shall operate conductor-only, pursuant to the restrictions and conditions contained in the applicable Crew Consist Agreement.
 - 1.2 A sufficient number of short pool freight turns, to be designated by the Local Chairman and the Burlington Northern Santa Fe Railroad Company, will be established to protect all turnaround service out of Winslow on the Second District for points east of, but not including, Penzance and short of Gallup and will be known the "short pool."
 - 1.3 Crews shall operate within this pool on a first-in / first-out basis.
2. Crews in this service shall not be tied up en-route except in cases of emergency.
3. Crews in this service shall not stand to protect temporary vacancies within this pool.
4. Hours of service relief concerning crews in this service shall be performed by the Winslow combination extra board employees.
 - 4.1 There may be times when combination extra board is depleted, and it is understood it will be BNSF's prerogative to use big pool crews to protect this work
5. Employees in this service who are otherwise eligible to receive ETD pay shall be likewise eligible for that payment when performing service pursuant to the terms of this agreement, including when they are required to handled ETDs in transport service.
6. Employees in this service shall not be required to perform work, wreck or construction service.

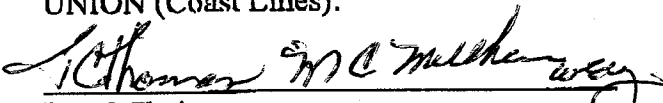
- 7. It will be the responsibility of the conductors involved and the UTU to furnish the crew clerk with the proper information in writing as to where they should be placed on the board and to assist in keeping the employees in the proper place on the board so that the Company will not be penalized or presented with time claims as a result of this agreement.
- 8. This agreement is subject to automatic cancellation by the service of a fifteen (15) day notice of cancellation by either party upon the other party. In the event a cancellation notice is service under the terms of this Section, the parities agree to meet and discuss the issues that led to the service of said notice in an effort to resolve those issues prior to the agreement being extinguished.

Signed this 15th day of August, 2004 and effective at 12:00 pm
August 7, 1, 2004.

FOR THE BURLINGTON NORTHERN
 AND SAN'TA FE RAILWAY COMPANY:

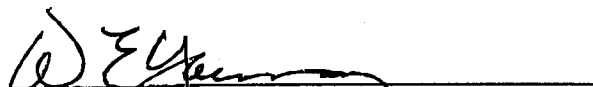

 General Manager

FOR THE UNITED TRANSPORTATION
 UNION (Coast Lines):


 Local Chairman

APPROVED:


 General Director Labor Relations


 General Chairman