

OPS 106-02

-MEMORANDUM OF AGREEMENT
Between
The Burlington Northern and Santa Fe Railway Company
And
THE UNITED TRANSPORTATION UNION

This Agreement establishes a work/rest cycle pool for conductors/trainmen in the Denver to Sterling Pool headquartered at Denver, CO.

1. Employees permanently assigned to the Denver to Sterling Conductor's Pool will be allocated work/rest cycles by the Carrier. A work/rest cycle is defined as seven (7) consecutive days during which an employee is available for or performs work (the work cycle) followed by three (3) consecutive rest days (the rest cycle), which an employee in these pools may observe if he so desires.
 - 1.1 An employee who is permanently assigned to the Denver to Sterling Conductor's Pool will not be required to lay off during all or part of his rest cycle. However, an employee may voluntarily mark-off for all or part of his rest cycle at his own discretion pursuant to the terms of this Agreement.
 - 1.2 An employee who desires to lay off during his rest cycle must inform Crew Support of his desire to lay off not less the eight hours prior to the beginning of the employee's rest cycle.
 - 1.3 An employee can observe a personal leave day(s) or a single vacation day(s) during his rest cycle and must notify Crew Support so proper payment can be made.
2. Rest cycle days will begin and end at 7:00 a.m. An employee will be marked off at the beginning of his rest cycle or at the time requested in accordance with Section 1.2 of this Agreement and will be automatically marked up at the expiration of his rest cycle or requested time away, except that an employee may mark up earlier if he so desires. If an employee desires additional time off after the allocated rest days, permission for such additional time must be secured prior to expiration of the allocated layoff days.
 1. Layoffs taken outside the rest cycle (i.e., during the work cycle) may be granted under existing agreements and dependent upon manpower availability.
 2. The rotation for positions going on rest cycle and positions going on work cycle will be 7:00 a.m. of the day involved. Positions going on work cycle will be available for call for assignments that begin on or after the 7:00 a.m. cycle time. Positions going on rest

cycle will not be called to protect service on assignments which go on duty between 12:01 a.m. and 7:00 a.m. on the day the rest cycle is scheduled to begin. Employees whose duties cause them to work into their rest cycle will have their rest cycles automatically begin when they tie-up, and they will be automatically marked up seventy-two hours from the tie-up time, except as otherwise provided in this Agreement. This gives the employee a full three days off, if desired.

3. An employee who lays off completely within his assigned rest cycle(s) and stays marked up during his assigned work cycle, will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent. An employee who lays off for one day or less during his assigned work cycle will immediately trigger a 30-day "look forward" period during which that conductor's attendance will be monitored. If no other layoffs occur in the work cycle during the following 30 day period, the employee will maintain his position with respect to the attendance guidelines or attendance policies then in effect, as qualified above regardless of prior attendance. A subsequent lay off during the work cycle within the 30 day period will disqualify this employee from benefit of this provision and subject the employee to the then existing attendance guidelines or attendance policies for all absences, including those taken within the rest cycle. Currently, the employee would be treated as if in unassigned service. This provision is designed to allow for emergencies that arise from time to time.
4. In recognition that this is a trial program, issues and grievances will be handled in an expeditious manner between the General Chairman and Labor Relations. Either party may call a review meeting to cover specific problems that may arise.
5. This Agreement is made on a without prejudice basis.
6. Either party may cancel this Agreement by serving ten days' written notice on the other party.

Signed this 1st day of June, 2002, and effective on July 3, 2002.

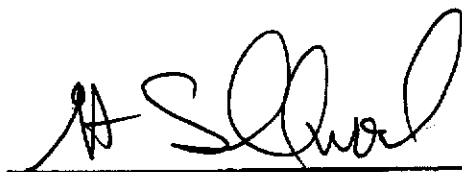
FOR THE UNITED
TRANSPORTATION UNION:

FOR THE BURLINGTON AND
SANTA FE RAILWAY COMPANY:

APPROVED



General Chairman



Assistant Vice President - Labor Relations