Memorandum of Agreement Between The Burlington Northern and Santa Fe Railway Company and

The United Transportation Union (CT&Y) (Coast Lines)

Article 10(k)(10) and Article 10(k)(11)(c) of the Coastlines Schedule Governing Yardmen are hereby modified to read as below (changes in bold):

VOLUNTARY TRANSFER ROAD TO YARD OR VICE VERSA WHEN CUT OFF IN OTHER SERVICE

Article 10(k)(10) When a dual rights employe, coming within the scope of this agreement, is cut off of a road extra board, he may transfer to some other point, seniority permitting, and continue in road service, or he may exercise his seniority as a yardman on any assignment held by a junior yardman, i.e., engine foreman or helper, at any terminal, except that prohibited below.

Likewise, a dual right employe cut off a yard extra board has the same right to protect road service or yard service at other terminals, his seniority permitting.

When a yardman voluntarily transfers from one yard to another, and prior to the completion of the **thirty (30) days period** that he is required to remain in the yard to which transferred, transfers to road service, he will, in the event he can no longer hold an assignment or the extra board in road service, be required to return to the yard from whence he came to complete the **thirty (30) days period**, the time in road service to be applied toward the **thirty (30) days period**.

TRAINMEN-YARDMEN DESIRING TO TRANSFER TO REMAIN IN SERVICE TO WHICH TRANSFERRED FOR **THIRTY DAYS**

Article 10(k)(11)(C) Trainmen-yardmen voluntarily transferring from road to yard, or vice versa, in accordance with Item (11) hereof will be required to remain in the service to which transferred for a period of **thirty (30) days** unless unable to hold a regular assignment or the extra board in the service and/or at the terminal to which transferred, in which event he will be subject to the above Paragraph (B). (See Appendix 11 Letter of September 23, 1974.)

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

This agreement will become effective Opic 15, 2003.

For the Carrier:

Gene L. Shire General Director **Labor Relations**

For the Organization:

General Chairman
United Transportation Union