

MEMORANDUM OF AGREEMENT

Between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

And The

UNITED TRANSPORTATION UNION

(Coast Lines Divisions)

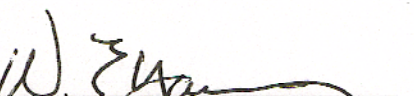
1. An Independent Herder position may be established at Gallup, New Mexico.
2. The rate of pay for this position will be \$215.00 per day, overtime on a minute basis at the rate of 1 and ½ times the established rate of pay.
 - 2.1 The rate provided for herein shall be subject to all future wage increases 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 coupling 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 the crew. The conductor or yard foreman shall be responsible for assuring 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 coupling/uncouplings, and relaying and/or giving instructions via hand and/or radio signals.

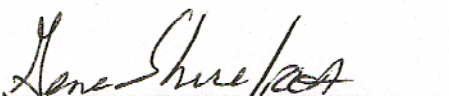
- 3.5 Perform allowable work in the road/yard service zone while attached to a yard crew.
- 3.6 Line main track and yard switches.
- 3.7 Make air hose couplings.
- 3.8 Perform air tests.
- 3.9 Perform pilot duties.
- 3.10 Bleed railcars.
4. An Independent Herder attached to a conductor-only road crew 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 understanding 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 this 9th day of July, 2004 and effective the 9th day of July, 2004.

Agreed: Local Chairman
United Transportation Union

General Manager
For the Carrier


Approved: General Chairman


General Director Labor Relations