

LOCAL MEMORANDUM OF AGREEMENT

(Applicable only on the Springfield and St. Louis Zones of the Midwest Seniority District)

IT IS AGREED:

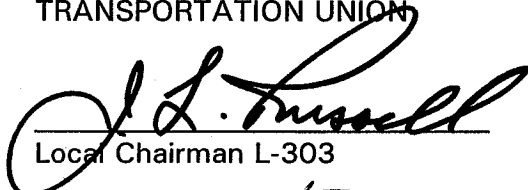
1. Interdivisional pool crews between Springfield and St. Louis will not be considered runaround when they depart a terminal on trains for which they are called. Crews will not be exchanged in a terminal to avoid a runaround, and when such runaround occurs, no penalty payment will be made. The Carrier may exchange crews in a terminal when, in the Carrier's opinion, one crew is being delayed to the extent that further delay would jeopardize the crew's availability under the hours of service law to complete the trip.
2. When these pool crews do not depart a terminal in the order in which they were called, account another crew departing ahead of them, or when runaround on line of road account being passed by another train or by another crew deadheading, they will be automatically restored to proper turn at the next terminal, unless a member of the crew requests not to be restored to turn by notifying the crew caller within one hour after registering off duty. If it is not possible to restore a crew to proper turn there account of rest, then they will be restored to proper turn at the next terminal where it is possible.
3. This Agreement has no application in instances where crews are not called in proper turn, and rules governing such instances are not changed.
4. This Agreement may be canceled by either party serving at least 10 days advance notice.

Signed and effective this 16th day of MARCH, 2002.

FOR: Conductors and Brakemen
Represented by the UNITED
TRANSPORTATION UNION

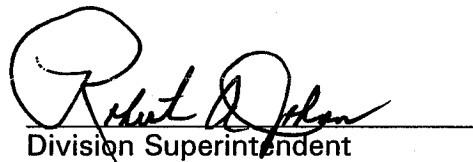
FOR: BURLINGTON NORTHERN
SANTA FE RAILROAD

By:


Local Chairman L-303


Local Chairman L-1388

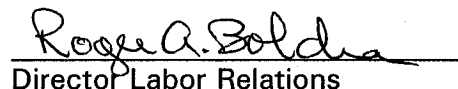
By:


Division Superintendent

APPROVED:

By:


General Chairman


Director Labor Relations