

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BNSF RAILWAY COMPANY**  
**And The**  
**UNITED TRANSPORTATION UNION**  
**(Coast Lines)**

IT IS AGREED:

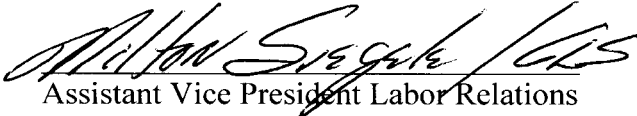
Employees accepting training and work as train dispatchers shall retain their seniority standing and all other rights in train/yard service. However, if they accept a train dispatcher assignment (including a full-time extra board) they shall be permitted to exercise their train/yard rights only in the event they are unable to hold any position or assignment in train dispatching service or are involuntarily disqualified.

Extra train dispatchers working under more than one agreement in any calendar year will be assigned a vacation in accordance with the vacation agreement under which they met qualifications.

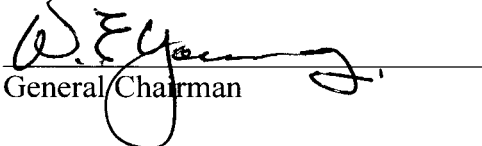
Employees meeting the qualifications under more than one agreement may elect to take the vacation under the agreement they prefer. If they do not have a sufficient number of days to qualify under any one agreement, their vacation qualifying service under all agreements will be combined and a vacation will be assigned under the agreement in which the preponderance of service was performed.

Signed at Fort Worth, Texas and effective this 1<sup>st</sup> day of July, 2005.

FOR THE BNSF RAILWAY COMPANY:

  
Assistant Vice President Labor Relations

FOR THE UNITED  
TRANSPORTATION UNION:

  
General Chairman