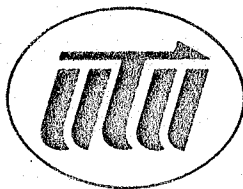


united transportation union



J. W. REYNOLDS
General Chairman

227 EAST SUNSHINE, SUITE 101
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

May 9, 1985

Mr. J. J. Ratcliff
Assistant Vice President
Burlington Northern Railroad Company
3000 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

Dear Mr. Ratcliff:

This is in reference our conference discussions of May 6, 1985, concerning application of the crew alternation (blocking) provisions of the Four Territories; Tulsa, Madill, Fort Worth; Memphis, Birmingham; and Kansas City, Springfield Interdivisional Service Agreements. All the Agreements contain similarly worded requirements for crew alternation under various section numbers.

We discussed three specific situations, and the following examples were formulated to express our mutual understanding of the requirements of the Agreements:

1. An interdivisional pool crew is called at its home terminal (A) to work A to B and, in the normal crew rotation, stands for the third train scheduled to operate from B back to A. All concerned expect that the crew will arrive at B in time to secure its rest and stand for the proper block. Because of operational delays en route, the crew does not arrive at B in time to protect the block.

We agreed that the Carrier is not required to deadhead another crew from the home terminal to protect a block when such unforeseen circumstances are involved. The Agreements allow the use of a crew from the other district to protect that block, with an offsetting adjustment required as soon as rested crews are available.

2. An interdivisional pool crew is first-out at its home terminal (A) and, in the normal crew rotation, stands for the third train scheduled to operate from the away-from-home terminal (B) back to A. If the crew is deadheaded A to B to protect the proper alternation at B, it will result in the disruption of the normal crew rotation at A, i. e., there will not be sufficient crews remaining at A to protect the business and maintain proper blocking.

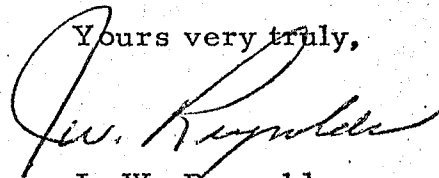
We agreed that it is not necessary to deadhead the crew to protect the alternation at B in this instance, since doing so would only create an identical problem at A.

3. The facts are the same as cited in example 2, except that there are sufficient crews at A to protect the business and maintain proper crew alternation, and there is an available means to deadhead the crew to B.

In this instance, we agreed that the crew should be deadheaded A to B to protect the proper crew rotation at B.

If the above correctly recites our understanding of the requirements of the Agreements, please confirm our understanding by signing the duplicate copy of this letter and returning it to me for my files.

Yours very truly,



J. W. Reynolds
General Chairman

AGREED TO:

J. J. Ratcliff by L. C. Burt
Assistant Vice President