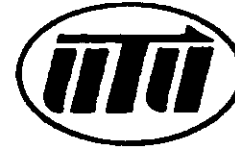


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united transportation union



GENERAL COMMITTEE of ADJUSTMENT GO-386
Burlington Northern Railroad

Of Counsel
M. M. WINTER

January 30, 1998

Byron Gohl
Superintendent Crew Management
Crew Management
2454 Occidental Ave. S, Suite 2D
Seattle, WA 98134

Re: Letter of Understanding of March
31, 1997 and Section 2(f) of
Memorandum of Agreement dated 28
July, 1994.

Dear Mr. Gohl:

In regards to the above references, recent handling indicates need for clarification and interpretation. The March 31, 1997 Understanding provides for fourteen (14) hours of rest for pool crews under certain conditions.

Section 2(f) of the Memorandum of Agreement (Vancouver/Portland-Pasco ID Run) provides for restoration of position at the home terminal and the establishment of a new position for a pool turn not rested for the next call at that home terminal.

In several instances a conductor in the Vancouver/Pasco Pool has booked fourteen (14) hours rest and then was not rested for the next call while the conductor second out was rested. The second out rested conductor was called and worked, however, upon arrival at Pasco to return to Vancouver, the conductor that booked rest was restored to position when he should have established a new position.

Example: Conductor "A", turn 1, arrives at the home terminal (Vancouver) and books fourteen (14) hours rest. Conductor "B", turn 2, arrives behind "A" but does not book fourteen (14) hours rest. Ten (10) hours after Conductor "A" starts rest, a crew is called. Conductor "B" who needed only eight (8) hours rest is rested. Conductor "B" is called and establishes a new turn, No. 1, in pool, Conductor "A" is still resting and establishes a new turn, No. 2, in pool.

Questions also exist with application of Section 12(c) with respect to Section 2(f) of the Memorandum of Agreement dated July 28, 1994. The above sections and subsections concern relief on multiple deadheads and

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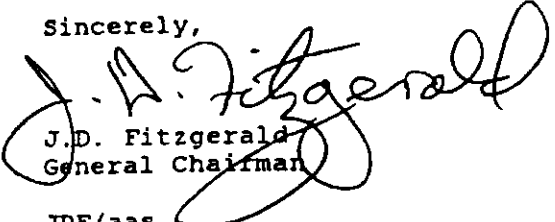
restoration of position when runaround en route. The following example makes clear, the proper interpretation and application of those sections and subsections.

Example: Conductor "B" is second out in Pasco and has not deadheaded in the present payroll period. Conductor "A" is first out at Pasco and has deadheaded previously in the payroll period. Conductor "B" is called to deadhead on arrival at Vancouver is placed back to the board. Conductor "A" is later called to work and on arrival at Vancouver, is placed to the board (restored) ahead of Conductor "B".

Subsequently, a call for work is made, however Conductor "A" is not legally rested, Conductor "B" is rested. Conductor "B" is called and establishes a new turn in pool.

The above examples correctly reflect the intent of the language in the above referenced understanding and agreement. Request this handling be implemented in the Vancouver/Pasco pool hence forth. Please acknowledge receipt.

Sincerely,



J.D. Fitzgerald
General Chairman

JDF/aas

cc: K.J. Johnson
M.M. Timberman

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