

MEMORANDUM OF AGREEMENT  
BETWEEN  
BNSF RAILWAY COMPANY  
AND  
THE UNITED TRANSPORTATION UNION LOCAL  
#324

1. It is agreed per this Local Agreement that North Pool Conductors will go on and off duty at Everett, Washington. The line miles will be 215.8
2. Everett will not become the home terminal of North Pool Conductors. Interbay will remain the home terminal of North Pool Conductors. All investigations will be held at Interbay.
3. Dog catching will be paid miles from Interbay to the outlying point and then back to Interbay. If called for one (1) or more trips, Everett will be the starting point and miles will be paid to the outlying point and then back to Interbay. Example: Called for one or more trips, 1st trip Interbay to Bow back to Everett then Everett to Ferndale and back to Interbay. Mileage would be as follows: Interbay-Bow-Everett-Ferndale-Interbay. When called as shown above the Conductor would also due a basic day because of the G.N. Short-Turn around rule would have been violated because total mileage would be in excess of 100 miles.
4. When Interbay extra-board crews are called to protect vacancies on this pool, only mileage reimbursement will be paid if they elect to drive to Everett. Code 44 is not to be paid because the mileage for this Pool is bulletined to Black River.
5. When this Pool takes a run-through train to Interbay they will be paid a lap back to Everett of 30.5 miles.
6. This will not establish precedent by modifying Everett, Washington for UNASSIGNED service, and this will not be considered a permanent change, but will remain in place until this Local agreement is cancelled by either party signature here to.

7. The parties agree that this agreement is non-precedential and further agree that provisions of this agreement will not be progressed in any other form without the concurrence of all signatory parties.

8. This agreement shall become effective May 1, 2005 and is subject to cancellation upon fifteen (15) days written notice by either party to the other.

9. If this agreement is canceled by either party signatory here to, the North Pool shall revert to pre-existing agreements, but mileage will remain at 215.8.

UTU Local Chairman #324  
Division General Manager

Seattle, WA  
May 1, 2005