

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED TRANSPORTATION UNION

AND

BURLINGTON NORTHERN SANTA FE RAILWAY

Agreement not to supersede rather modifies and clarifies Paragraph 1 of February 25, 1976 agreement. This agreement is a local agreement provided under TRIP RATE provisions and not to be deemed a material change.

- 1. Work trains will be manned per agreement of allocation per Local 426**
- 2. Short turnarounds IE: extra local service will be manned by nearest source of supply off extra board with division station of work Paha.**
- 3. Straight away dog catching of through freight trains under hours of service will be called in this manner.**
- 4. There will be no short turnaround dog catching called out of pool service either at Hauser or Pasco unless in emergency, unless defined by this agreement. Emergency being defined as service interruption, derailments or as defined below.**

A: Westbound trains by Hauser based pool crew, deadheading to train taking train to Pasco then under automatic tie up rule to tie up and be placed in rotation at away from home terminal. Crew may be flipped to home terminal. Pay will be Flip Rate if deadheaded home on arrival at Pasco. If turned enroute back to Hauser flip rate will be paid.

B: Dog catching will be done from away from home terminal crews in this manner.

- 1) If in event there is not sufficient manpower on the Pasco extra board to dog catch Westbound trains, and service demand is such that Hauser based crews with time constraints are unable to dog catch train(s). Pasco away from home terminal crew called may be called short turnaround service, payment will be Flip Rate for each train brought into Pasco terminal. Crew will then be deadheaded to Hauser, payment one trip rate. Crews at away from home terminal will not be entitled to board runaround under automatic tie up rule.**

C: If necessary account insufficient crews or time constraints, Hauser extra board will be called as temporary set up pool crew to dogcatch Eastbound train(s), Flip Rate for each train brought into terminal, crew placed back to extra board at Hauser upon tie up.

D: Crew is defined as Conductor only or Conductor and Brakemen.

This agreement to remain in effect until ten (10) days after one signatory party having served a notice of cancellation upon the other party.

General Chairman UTU

Carrier Representative

Date: _____ **2006**