## Letter Of UNDERSTANDING #2105160079

between the

## UNION PACIFIC RAILROAD COMPANY

## For the territory OREGON DIVISION NORTHWEST DISTRICT

## and the UNITED TRANSPORTATION UNION

In order to provide service to the customers in the area wherein Eugene is the source of supply in a manner that will best meet the goals of the Company to be customer responsive in this territory, the parties agree as follows:

1. Traveling Switcher Assignments may be established at Eugene, Salem, and Albany providing all such service is performed within a zone not exceeding 35 miles in each direction from the Home Terminal.

Note: Switching performed at Main Line District Terminals (Eugene) where Yard crews are employed and on duty shall be governed by the applicable National and Implementing Agreements.

- 2. Traveling Switcher Assignments may be established as working five (5) or six (6) days per week.
- 3. Relief Traveling Switcher Assignments may be established in order to protect Road Switchers assigned days off. Such assignments may be established to work five (5) or six (6) days per week even if there is insufficient number of assigned days off to fill the week. The starting time rules as provided in Rule 13 as amended are waived for "relief" Traveling Switcher Assignments in order to assure Company commitments.

4 Where, in the application of this Agreement, the total daily earnings, from all sources under the basic day, mileage, overtime, and other rules of the effective agreement, including any and all special and arbitrary allowances, do not produce 125 miles per days, trainmen assigned or working the traveling switcher assignment established under this Agreement shall be guaranteed not less than 125 miles for each day service is performed on the assignment or for each day such trainmen are held for service.

Note: It is not intended to offset the 125 mile per day guarantee with the special Allowance Payments under modified Crew Consist or the arbitrary hour payment made to Conductors under Item (f) of the Traveling Switcher Agreement of October 23, 1987, Such allowances and arbitraries will be paid over and above the 125 mile guarantee.

- 5. Except as otherwise provided herein, the traveling switcher assignment will be governed in all other respects by the terms and conditions of the Agreement of October 23, 1987.
- Assignments established pursuant to this Traveling Switcher Agreement shall be 6. subject to the Personal Leave provisions of the Northwest Crew Consist Agreement. Employees observing Personal leave day will be compensated 100 miles at the basic Conductor (Foreman), Brakeman (Yardman) Yard rate. Provisions of Rule 6(a) (guarantee-assigned freight service) of the October 1, 1975 Agreement, will not be applicable for assignments annulled on a recognized Holiday.

This Agreement shall be effective May 16, 2000, and thereafter, subject to the condition that it shall automatically terminate and be of no further force or effect fifteen (15) days after written notice is served by either party upon the other of a desire to do so. In the event of termination, rules or practices changed hereby will be restored in their entirety.

Signed this 16 that

FOR THE UNITED TRANSPORTATION UNION:

L. L. Nelson

General Chairman, UTU C&T

RAILROAD COMPANY:

FOR THE UNION PACIFIC

T. Gary Taggart Director Labor Relations

D. L. Andreason

Local Chairman, UTU Local 471