

A G R E E M E N T  
between the  
UNION PACIFIC RAILROAD COMPANY  
(Northwestern District - Oregon Division)  
and the  
UNITED TRANSPORTATION UNION - C & T Divisions

FIRST SENIORITY DISTRICT  
TRAVELING SWITCHER ASSIGNMENT - ALBINA

Pursuant to the provisions of Rule 13 - Traveling Switcher Assignments - of the Agreement between the Company and the United Transportation Union - C & T Divisions, effective October 1, 1975, traveling switcher assignments may be established out of any location except Argo, Albina, The Dalles, Hinkle, La Grande, Huntington or Spokane.

To facilitate the handling of traffic between Albina and Vancouver and north thereof on the First Seniority District, and as an exception to Rule 13(a) --

IT IS AGREED:

Section 1. Effective with the date of this agreement the Company may establish a traveling switcher assignment out of Albina, Oregon, on the First Seniority District.

NOTE: Should the volume of traffic require the assignment of more than one traveling switcher out of Albina, additional assignments shall be subject to and covered by the terms and conditions of this agreement.

Section 2. Such assignment shall be bulletined to operate between Albina, Oregon and Kalama, Washington (mile post 39.43).

Section 3. (a) The assignment, whose primary purpose will be to handle Vancouver traffic, shall be limited, outside the 25-mile zone, to transporting grain cars, loads and empties.

NOTE 1: In the event the crew of the traveling switcher is required to exceed the provisions of Section 3(a), the crew members shall be paid a penalty of 100 miles.

NOTE 2: The handling of other cars in order to effect a pick-up and/or setout of grain cars shall not be considered a violation of Section 3(a).

(b) The assignment may, without penalty, pick up and/or set out at both Kenton and Albina; however, service at those locations shall be confined to picking up and/or setting out cars handled by or to be handled by the traveling switcher assignment.

Section 4. The assignment will not be used outside the bulletined territory of its assignment, except in emergency, in which event the provisions of Rule 13(c) of the Schedule Agreement shall be applicable.

Section 5. Conductors and brakemen on the traveling switcher assignment with Albina as the on and off-duty point shall be compensated at the standard traveling switcher rate of pay as provided in Rule 13.

Section 6. In consideration hereof, where the total earnings from all sources under the basic day, mileage, overtime and other rules of the effective agreement, including any and all special, penalty and arbitrary allowances, do not produce 131 miles per day, trainmen assigned or working on the traveling switcher assignment with Albina as the point for going on and off duty shall be guaranteed not less than 131 miles for each day service is performed on the assignment or for each day such trainmen are held for service.

NOTE: In determining time and mileage allowances under Section 6 of this agreement, where the miles run do not exceed 100 miles, overtime will, in that event, start to accrue at the expiration of 8 hours.

Section 7. The guarantee provisions of Section 6 of this agreement shall not apply to trips made out of the home terminal (Albina/Kenton) after the crew has been on duty eight hours or after having run one hundred (100) miles and to trips made pursuant to Section (c) of Rule 13.

Section 8. In consideration of the guarantee established pursuant to Section 6 of this agreement, the traveling switcher assignment established at Albina may be bulletined to operate on a five, six or seven-day basis. If established on a five-day basis, the layover days shall be consecutive.

Section 9. Notwithstanding the provisions of Section 6 of this agreement, trainmen who would otherwise qualify for holiday pay under the National Holiday Pay Agreements shall not be deprived of holiday pay, but nothing herein shall be construed or interpreted so as to prohibit the

annulment or abolishment of said traveling switcher assignment by the Company in the manner prescribed in the effective schedule agreement or as provided in the national agreement relating to paid holidays.

Section 10. Except as specifically set forth herein, nothing in this agreement shall be construed or interpreted so as to change, modify or amend any of the provisions of Rule 13 of the Schedule Agreement of October 1, 1975.

Section 11. This agreement shall be effective November 18, 1982 and thereafter, subject to the condition that it shall automatically terminate and be of no further force or effect thirty (30) days after written notice is served by one party upon the other of its desire to so terminate.

Dated at Portland Oregon this 18th day of November, 1982.

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:

  
General Chairman, C&T Divisions

  
Director of Labor Relations, N W D

  
Local Chairman



UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



December 21, 1995

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Mr. L. L. Nelson  
General Chairman  
United Transportation Union  
811 S.E. Stark Street  
Portland, OR 97214

Dear Mr. Nelson:

This has reference to the Carrier's correspondence dated November 30, 1995 and our recent telephone conversations concerning the rate of pay provided to employees assigned to road (traveling) switchers working on the Oregon First Seniority District.

The issue pertaining to the rate of pay afforded crewmen assigned to First District road switchers was recently raised by the Carrier and focused on the fact the rate presently being paid exceeds that which is being paid pursuant to existing Agreement covenants. Specifically, employees working as a Conductor or Brakeman on First District road switchers are presently paid a daily rate of \$139.67 and \$128.84, respectively. The present five-day yard rate for Foreman and Helper positions is, however, \$133.80 and \$128.04 per day, respectively. In light of this difference, the parties have jointly investigated applicable records and agreements regarding compensation for employees assigned to road switchers on the First Seniority District. In addition, the parties have attempted to accurately identify the reason underlying the above-referenced rate differentials.

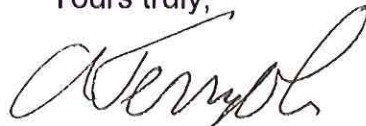
The compensation afforded employees assigned to road switchers on the Oregon Division is governed in part by Section (a) of the "Traveling Switchers" Agreement, dated October 23, 1987. This Section provides that employees assigned to road switchers " . . . will be paid the five-day yard rate for the entire trip of day's work." Although records pertaining to this matter are limited, it would appear it was the parties intent in October, 1987 to include the air pay additive (allowance) to the basic rate for these particular road switcher assignments. Accordingly, and based thereon,

the rate differential referenced above would appear to be a result of a direct incorporation of the air pay allowance, or some portion thereof, to the rate of pay for road switchers on the First District.

In light of the foregoing, this letter shall serve to confirm the parties' understanding that the rate of pay presently provided to employees assigned to road switchers on the First Seniority District is correct and reflects proper application of all involved Agreements. In that regard, it is agreed there is no need to modify existing rates of pay for these positions, nor shall this letter of interpretation serve as a foundation for any claims regarding the rate of pay to be assigned to such positions. In addition, it is agreed the compensation as set forth herein is made without prejudice to either parties' position(s) and shall not serve in any manner as a foundation for adjusting any other rate of pay on any other road switcher, or any other position(s), or for determining the propriety of paying the air pay allowance. Finally, it is agreed the provisions herein shall not be cited by either party for any reason, except as pertaining specifically to First Seniority District road switcher assignments, in any future forum or proceeding.

If the foregoing properly reflects our understandings regarding this matter, please so indicate your concurrence by signing your name in the space provided below.

Yours truly,



A. Terry Olin  
Director - Labor Relations

**AGREED:**



L. L. Nelson  
General Chairman, UTU