

**A G R E E M E N T**

**Between the**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

**UNITED TRANSPORTATION UNION (C,T&E)**

**(Former Texas and Pacific)**

**TRAVELING SWITCHER (DODGER) ASSIGNMENTS**

In keeping with precepts set forth in Article VII of the October 31, 1985 UTU National Agreement, the parties signatory hereto agree the terms and conditions set forth herein shall govern establishment and operation of traveling switcher (Dodger) assignments in territories comprising the former Texas and Pacific, except as provided in Side Letter No. 1.

It is agreed the terms and conditions for establishing and operating traveling switchers (dodgers) are as follows:

Section (1) Traveling switcher assignments will be made with a regularly set starting time and with a regularly assigned on and off-duty point with a thirty-five (35) mile radius or sixty (60) miles in one direction mileage limitation on a five, six or seven-day per week basis.

**NOTE #1**

**In accordance with Side Letter #24 of the October 31, 1985 UTU National Agreement - "JOINT STATEMENT CONCERNING EFFORTS TO IMPROVE THE**

**COMPETITIVE ABILITIES OF THE INDUSTRY" - if business increases at an existing industry or a new shipper locates in close proximity to the established limits, the Carrier may service it with an existing road switcher by providing ten (10) days notice.**

**NOTE #2**

**Industries that are served by current TSE agreements and are beyond a thirty-five mile radius or sixty (60) miles in one direction, will not be affected by this Agreement.**

- Section (2) Traveling switcher assignments may be required to, without penalty, operate into, out of and through terminals of their run, or into, out of or through any point of their assignment, or over any part of their assignment as many times as may be required.
- Section (3) Pay provisions pertaining to initial and final terminal switching and/or delay and terminal switching will not apply to these assignments.
- Section (4) Employees in such service will be paid the five-day yard rate for the entire trip or day's work. Eight hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight hours' service. Miles run shall not be taken into account for pay purposes. In addition, those ground service crew members with a seniority date of October 31, 1985, or earlier shall be

entitled to air pay.

Section (5) The National Holiday Agreement shall apply to road switcher service without regard to mileage operated.

Section (6) An assigned road switcher crew who is required to work less than the bulletined number of days of the assignment will be paid a day's pay for each day not worked. If traffic is temporarily interrupted because of snow blockade, washouts, wrecks or similar obstructions, and it is impossible to perform regular service, the guarantee does not apply provided the crew is notified at least four (4) hours prior to going on duty.

Section (7) Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the UTU (former Texas and Pacific) and this Carrier.

This Agreement shall become effective immediately and shall remain in effect until revised or cancelled in accordance with the procedures prescribed by the Railway Labor Act, as amended.

Signed at Fort Worth, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

FOR THE  
UNITED TRANSPORTATION UNION:

FOR THE  
UNION PACIFIC RAILROAD COMPANY:

S. B. RUDEL  
General Chairman, UTU

S. A. BANNISTER  
Director Labor Relations  
Operating South

## QUESTIONS AND ANSWERS TRAVELING SWITCHER (DODGER) AGREEMENT

### Section (1)

1. Q. Does this Agreement give the Carrier the right to replace locals with TSE's?  
  
A. Yes, however, a TSE may not be designated as a local under Article 5(a), "Local Freight, Dodgers, Cane and Mixed Trains", of the applicable agreement.
  
2. Q. May the established starting time of a TSE (Dodger) be changed?  
  
A. Yes, but if over one (1) hour from time established on last bulletin, the job will be rebulletined. If less than one (1) hour, will be notified prior to end of previous shift.
  
3. Q. Is the off-duty point the same as the on-duty point?  
  
A. Yes.
  
4. Q. Are there any restrictions on TSE's at those locations where there are no yard crews assigned or on duty?  
  
A. A TSE can perform all duties a road crew can do at such locations under the applicable rules.
  
5. Q. Are there any restrictions on a TSE at those locations where a yard crew(s) is assigned and on duty?  
  
A. Yes. A TSE may perform any duties in connection with its own train. No general yard switching may be performed if a yard crew is on duty.

## Section (2)

1. Q. Is there any restriction on how many times a TSE may run back and forth over the limits of their assignment?
  - A. No, there is free movement over the territory of the assignment.
  
2. Q. Is there any restriction how often a TSE may operate into and out of or through terminals?
  - A. No, see the preceding answer.

## General

1. Q. What eating rule applies to TSE's?
  - A. TSE's are governed by paragraph 6 of the May 25, 1978 Memorandum of Agreement (Freight Crews Eating in Line, of Road).
  
2. Q. Will TSE's operating under existing agreements be abolished and/or re-established?
  - A. No, but it is understood the pre-existing agreements are superseded and the assignments will now be governed under the provisions of this Agreement.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



August 2, 1994

Side Letter No. 1

**MR S B RUDEL**

**GENERAL CHAIRMAN UTU(CTE)  
7817 CAMELOT ROAD  
FT WORTH TX 76134**

Dear Sir:

This is in reference to our discussions concerning the Traveling Switcher (Dodger) Agreement.

We hereby acknowledge the December 10, 1993, Livonia Switching District Agreement will remain in effect and is not superseded by any provisions herein unless the parties mutually agree to adopt this agreement at Livonia.

Yours truly,

**SHARON A. BANNISTER  
DIRECTOR LABOR RELATIONS  
OPERATING - SOUTH**

**AGREED:  
FOR THE  
UNITED TRANSPORTATION UNION:**

**S. B. Rudel, General Chairman**

**APPROVED:**

**A. M. Lankford, Vice President**

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



Side Letter No. 2

Files: (S) 1860.65-1  
(S) 1860-1

MR S B RUDEL  
GENERAL CHAIRMAN UTU (CTE)  
7817 CAMELOT ROAD  
FT WORTH TX 76134

Dear Sir:

This has reference to Traveling Switcher Agreement and need to address assignments which may operate over more than one seniority district.

It was agreed that in those instances where an assignment is established at a location and the limits, as set forth in Section 1 of the Agreement, will encompass more than one seniority district and it is to be operated on multiple seniority districts, the appropriate local chairmen will promptly determine the proration (within thirty (30) days of date job is established). Should they be unable to agree, the General Chairman and Director of Labor Relations will make the determination.

If the foregoing fairly sets forth our understanding regarding this matter, please so indicate by signing in the space provided below.

Yours truly,

A handwritten signature in cursive script that reads "Sharon A. Bannister".

SHARON A. BANNISTER  
DIRECTOR LABOR RELATIONS  
OPERATING - SOUTH

AGREED:  
FOR THE  
UNITED TRANSPORTATION UNION:

A handwritten signature in cursive script that reads "S. B. Rudel".  

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S. B. Rudel, General Chairman

Date of Signing: October 28, 1994

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