# MEMORANDUM OF AGREEMENT

#### between

### UNION PACIFIC RAILROAD COMPANY

and

## UNITED TRANSPORTATION UNION

# Switching Limits Extended at Spokane, Washington

It is agreed:

- 1. The north switching limit at Spokane, Washington is extended to Mile Post 13.
- 2. Final terminal delay point at Spokane shall be moved northward and will be Mile Post 13 for southbound trains.
- 3. This agreement does not extend terminal delay payments to any class of service not presently receiving same.
- 4. The twenty (20) and twenty-five (25) mile limits for servicing customers, relieving trains stopped because of the provisions of the Hours of Service Law, along with the 25 mile zone pool crews may receive their trains on the far side of the terminal and run on through to the scheduled terminal, will continue to be computed from the switching limits as they existed prior to this agreement taking effect (Mile Post 8.25).
- 5. There shall be no change in road miles as a result of this agreement.

This Agreement will become effective  $\_ \_ \_$  day of  $\underline{\textit{Nove-ber}}$ , 2001 and will remain in effect until cancelled or modified under the provisions of the Railway Labor Act as amended.

Signed this 14 day of Nove-ber, 2001.

FOR THE UNITED TRANSPORTATION UNION

D. L. Hazlett General Chairman-UTU

FOR THE CARRIER:

T. G/Taggart Director-Labor Relations

# 110 61 22 375

# MEMORANDUM OF AGREEMENT

between

## UNION PACIFIC RAILROAD COMPANY

and

# **BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

# Switching Limits Extended at Spokane, Washington

It is agreed:

- 1. The north switching limit at Spokane, Washington is extended to Mile Post 13.
- 2. Final terminal delay point at Spokane shall be moved northward and will be Mile Post 13 for southbound trains.
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- 5. There shall be no change in road miles as a result of this agreement.

This Agreement will become effective  $\frac{15^{-4}}{15}$  day of  $\frac{Hubust}{1000}$ , 2001 and will remain in effect until cancelled or modified under the provisions of the Railway Labor Act as amended.

Signed this 8 day of Hubust, 2001.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

T. J. Donnigan I General Chairman-BLE

FOR THE CARRIER:

T. G. Tag

Director-Labor Relations

#### AGREEMENT

#### between the

## UNION PACIFIC RAILROAD COMPANY (Northwestern District)

and

## BROTHERHOOD OF LOCOMOTIVE ENGINEERS ORDER OF RAILWAY COMDUCTORS AND BRAKEMEN BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN BROTHERHOOD OF RAILROAD TRAINMEN

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RECITALS

The present eastward limits of the switching district at Spokane, Washington are located and terminate at Mile Post 160.2 on the Spokane-Tekoa Line.

Dishman, Washington is a station on the Spokane-Tekoa Line and is situated at Mile Post 158.9. This station is presently served by road train crews in the matter of switching, spotting, pulling and setting cars to industries, warehouses and other businesses which utilize the Company's facilities and services.

The Organizations and the Company consider that the industries at Dishman, Washington can be more effectively and efficiently served with improved shipper satisfaction by yard crews now stationed and employed at East Spokane, Washington.

The several National Agreements between the Company and the Organizations representing train, yard and engine service employes provide procedures for the extension, i.e., changing of switching limits. These provisions for changing switching limits may be identified from the following National Agreements:

- (a) BRT: Paragraph (b) of Article 10, (Switching Limits), National Agreement of May 25, 1951.
- (b) ORC&B: Paragraph (b) of Article 10, (Switching Limits), National Agreement of May 23, 1952.
- (c) BLF&E: Paragraph (a) of Article 7 (Changing Switching Limits), National Agreement of May 23, 1952.
- (d) BLE: Paragraph (a) of Article 7 (Changing Switching Limits), National Agreement of May 23, 1952.

The Agreements identified stipulate in part that:

"The Carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding."

The parties have, through an exchange of correspondence, reached an accord on basic principles.

Therefore, IT IS AGREED:

<u>Section 1</u>. Effective January 1, 1962, the present switching district at Spokane, Washington shall be extended eastward a distance of four (4) miles from Mile Post 160.2 to Mile Post 156.2 on the Spokane-Tekoa Line.

<u>Section 2</u>. On and after January 1, 1962, yard crews stationed and employed at Spokane, Washington will perform all work within the enlarged and extended switching district, including all work at Dishman, Washington, and such work will be performed under yard service rules, rates and conditions.

Section 3. Road crews, on and after the effective date of this agreement, will perform no yard service within the extended switching district defined in Section 1 hereof, except as to such service as may be permissible within the framework of the respective road train service agreements.

Section 4. No further changes (extensions) of the Spokane switching district eastward from or beyond Mile Post 156.2 will be made, except such changes and/or extensions as may be agreed to through negotiations between all the parties signatory to this agreement.

Section 5. This agreement shall be effective January 1, 1962 and shall continue in effect until changed, altered or amended in accordance with the provisions of the Railway Labor Act, as amended, or as provided in Section 4 of this agreement.

Dated at Portland, Oregon this 28th day of November, 1961. FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

General Chairman

FOR THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

N. L. Cuddle

General Chairman

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN

General Chairman

FOR THE UNION PACIFIC RAILROAD COMPANY

Assistant to Vice President