

ARTICLE 27 - INTERCHANGE

(Article VII of the January 27, 1972
National Agreement, except as otherwise
specified)

Section A

Indicated

At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

Claim Settlement
B-3526
Letters of 5/1/74
& 5/22/74

Notes (FRISCO Agreements):

(1) When a Frisco road crew operates a train out of a foreign carrier's yard and it is found that the train contains a restricted "high and/or wide load" improperly in the train, or contains cars that for safety or governmental regulation reasons are improperly positioned in the train, the road crew may be required to stop their train after getting on Frisco trackage and while still within the terminal, for a yard crew (if one is on duty) to remove or reposition such cars, without any penalty payment.

Added Reference

(2) See Article 31, Section B in regard to computation of initial terminal delay and Article 31, Section C in regard to computation of final terminal delay, for such crews.

M/A eff.
11/21/75 Cdr-Bkm.

(3) Road crews operating a "solid train" from a foreign carrier shall be paid on the basis of (actual hours or) actual mileage from the point (or yard) where they take charge of their train on the foreign carrier to their destination on the Frisco. Road crews delivering their "solid train" directly to a foreign carrier shall be paid on the basis of (actual hours or) the agreed mileage then allowed crews on that Subdivision operating into the Frisco yard at that terminal, regardless of whether the actual mileage to the foreign carrier is more or less than the usual mileage allowed.

(Article 27, Cont'd)

Section B

Art. VII
Jan. 27, 1972
Nat. Med. Agr.

If road crews referred to in Section A of this Article are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section C

At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the Carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Note (FRISCO Agreement):

The Agreements and claim settlements on the Frisco have recognized this Carrier's "right to specify additional interchange tracks" except in isolated instances where there is a specific agreement designating specific tracks. Those Agreements and settlements also recognize this and other carriers' rights to designate "yards" (i. e., interchange points) rather than "tracks" as interchange receiving points, if they so elect.

Section D

If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

(Article 27, Cont'd)

Section E

Ditto

Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employes of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the Committees involved with data and other information that will assist in resolution of work equities.

Section F

The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Article. (See "FRISCO Agreement" under Section C, above.)

Section G

See employe protective conditions contained in Article 11.

Section H - Common Interchange Tracks (FRISCO Agreements)

For purposes of this Section H, a "common interchange track (or tracks)" is a track that is used by the Frisco and one or more other railroads for both receiving and delivering of interchanged cars moving between those carriers.

(Article 27, Section H Cont'd)

Adjustment Board Awards and claim settlements on this (Frisco) property have decided that in using such "common interchange tracks" the following requirements must be met:

Awd. 4A
SBA 234
& Interpretation

(1) The delivering Carrier must place cars on a common interchange track first-out to the receiving Carrier (i. e., placed so that the receiving Carrier's crew can couple directly to the interchanged cars). The delivery has not been completed on a common interchange track unless such cars have been placed first-out to the receiving Carrier.

Awd. 161
SBA 574

(2) If cars were placed first-out to a receiving Carrier by the delivering Carrier and later a crew of the receiving Carrier covers them (placing other cars on the common interchange track), it is permissible (without penalty) for another crew from the receiving Carrier to pick up the interchanged cars even though they are not first out.

Section I - Cars Interchanged In Error (FRISCO Agreements)

Adjustment Board Awards and claim settlements on this (Frisco) property have decided that:

Awds. Nos. 76
& 77, PLB 717
Awds. Nos. 26
& 31, SBA 234

(1) When a car is delivered in interchange in error (i. e., the car is not properly destined for, or accepted by, the Carrier to whom it is delivered), the proper way of returning it is for the receiving line to return the car via the normal interchange procedure to the line that delivered it in error, or to deliver it to the carrier to whom it should have been delivered if it had been handled correctly in the first instance.

Awd. No. 239
SBA 574

(2) When a car is delivered in interchange and is found to have a "penalty defect" (and governmental or interchange regulations prohibit such a car from being interchanged), the delivering Carrier can properly be required to recover the car from the delivery point. This constitutes an exception to Paragraph (1), above.