

ARTICLE 31 - TERMINAL SWITCHING AND DELAY-FREIGHT

Section A - Terminal Switching

Art. 17  
Sec. G (1) Bkm  
Art. 28  
Sec. A Cdr  
Art. 17  
Sec. G (2) Bkm  
Art. 27  
Sec. A Cdr  
M/U signed  
6/24/55 Bkm  
M/A signed  
6/24/55 Cdr  
M/U signed  
5/8/62 Bkm  
'53 Med. Agr/U  
(3000-51) Bkm  
M/A eff.  
10/15/74 Bkm  
M/A eff.  
11/21/75 Bkm/Cdr  
App. Item 23 Cdr  
App. Item 24 Cdr  
REVISED

(1) Conductors and Brakemen in freight service shall be paid for all switching, bedding cars, loading or unloading stock or icing cars at initial terminal at 1/8 of the daily rate; less than 30 minutes not to be counted; over 30 minutes and less than one hour will be counted as one hour. At final terminal this work will be paid for at 1/8 of the daily rate when performed prior to time road overtime begins, if road overtime has commenced the rate will be 3/16.

(2) In calculating the time engaged in switching under the rules, regulations or practices which are retained under the above paragraph, it is understood that the time will be continuous from the time the work is begun until it is completed and their train is coupled together.

(3) Time consumed in switching will be deducted from total time on duty in computing road overtime.

(4) This Section does not apply to crews in mine, work, transfer or road switcher service.

Examples for application of this Section A:

- (a) Required to report at A . . . . . 7:00 A.M.  
Switches at A until . . . . . 7:30 A.M.  
Runs A to B, 100 miles, and  
Arrives at B . . . . . 4:30 P.M.  
Switches one hour at B and  
Relieved at B . . . . . 5:30 P.M.  
Compensation--100 miles plus one hour  
initial switching at former rates, one hour road  
overtime and one hour final switching, both at  
3/16 of the daily rate.
- (b) Required to report at A . . . . . 7:00 A.M.  
Switches at A, 7:30 until . . . . . 8:00 A.M.  
Leaves A . . . . . 8:00 A.M.  
Runs A to B, 100 miles, and  
Arrives B . . . . . 4:30 P.M.  
Switches at B until . . . . . 5:00 P.M.  
Relieved . . . . . 5:00 P.M.  
Compensation--100 miles plus one hour  
switching at A, former rates, one hour road  
overtime at 3/16 and one hour switching at B  
at former rates.

(Article 31, Section A, Cont'd)

Ditto

- (c) Run of 100 miles.  
 Required to report at A . . . . . 7:00 A.M.  
 Leaves A at , . . . . . 7:25 A.M.  
 Arrives B . . . . . 2:45 P.M.  
 Switches until . . . . . 3:25 P.M.  
 Relieved at B . . . . . 3:25 P.M.  
 Compensation under the rule one hour's pay is allowed for switching at final terminal and as one hour's pay equals 40 minutes at time and one-half, the one hour terminal switching at pro rata rate will be paid in addition to the 100 miles.
  
- (d) If in a similar case the switching at final terminal consumed one hour and the crew is released at 3:45 P.M., one hour after arrival, they would receive one hour at pro rata, or overtime on the actual minute basis after 8 hours on duty at 3/16 of the daily rate per hour, whichever is the greater.

In computing time under these examples, preparatory time is not included.

(5) Where, under any schedule rules, it has been the practice to allow the special payments and in addition calculate the road overtime for the trip from the time required to report for duty until final release at end of day, the duplication of time is eliminated and compensation for the trip will be calculated on the basis shown in the foregoing examples.

Reference Added

Notes (Other rules affecting the application of this Section A):

- (i) When a crew makes one additional stop for Company Mail to be loaded on and/or unloaded from their locomotive or caboose, such time may affect the computation of terminal switching - see Article 39, Section C.
  
- (ii) When Conductors or Brakemen make statements or reports on a continuous time basis with a trip, at the request of an Officer of the Carrier, their terminal switching allowance may be enlarged as provided for in Article 50, Section B (3).

(Article 31, Cont'd)

Section B - Initial Terminal Delay

(Article 5 of the National Agreement of May 25, 1951, applicable to Trainmen and Article 5 of the Conference Committee Agreement of May 23, 1952, applicable to Conductors)

Indicated

(1) Initial terminal delay shall be paid on a minute basis to Conductors and Brakemen in freight service for all time in excess of 75 minutes computed from the time of reporting for duty up to the time the train leaves the terminal at  $1/8$  of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Note: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

This rule does not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

Note: The question as to what service constitutes a "mine run" as that term is used above shall be determined on each individual railroad by management and the appropriate General Committees. (For Frisco Agreement, see Article 32, Section C.)

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of 75 minutes after which initial terminal delay payment begins.

(2) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(Article 31, Section B Cont'd)

Ditto

(3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

Notes (FRISCO Agreement rules affecting the application of this Section B):

(i) Conductors or Brakemen making statements or reports at the beginning of their trip, at the request of an Officer of the Carrier, will be paid in the manner provided for in Article 50, Section B(2).

(ii) Article 29, Section A provides that pool crews can qualify for payment of initial terminal delay after 30 minutes instead of the 75 minutes mentioned above.

(iii) When a Frisco road crew operates a "solid train" out of another carrier's yard under the provisions of Article 27, Section A, the Conductors and Brakemen on that crew will have their initial terminal delay computed until their train starts moving on the other carrier's track.

(iv) When a crew makes one additional stop (after commencing their departure) for Company Mail to be loaded on and/or unloaded from their locomotive or caboose, such time will affect the computation of initial terminal delay. See Article 39, Section C.

Section C - Final Terminal Delay

M/A eff.  
5/1/77 Bkm/Cdr  
Art. 27  
Sec. B Cdr  
Art. 17  
Sec. G Bkm.

(1) At each terminal, the Local Committee or Local Chairman in conjunction with the Superintendent in charge of the territory, shall fix a point from which incoming terminal delay shall be computed.

(2)(a) These persons shall conduct jointly a series of tests to determine what is a reasonable normal running time from point fixed in Paragraph (1), to tie-up point.

(b) The words "tie-up point," as used in this Paragraph (2), mean the off-duty point(s) (normally the register room) of members of the train crew. The "reasonable normal running time," as used in this Paragraph (2), shall not be less than 15 minutes. So far as practical, tests made in the future shall be conducted using only trains that are yarded on a yard track and the locomotive taken to a tie-up track. Where the members of the train crew tie up at 2 different points (e. g., the Head Brakeman ties up at the diesel shop and the Conductor and Rear Brakeman tie up at the yard office), the "reasonable normal running time" shall be computed until all members of the train crew have arrived at their tie-up point.

Ditto  
Modified  
(Obsolete sentence removed)

(c) Each 5 years commencing June 1, 1982, the Local Chairman or the Superintendent may make a written request, provided he does so within that month of June, for a new "series of tests" to determine a new "reasonable normal running time" at any particular point, and in such event, such tests and determination will be made within 60 days after the date of such request. These tests and determinations shall be made upon the basis of the other provisions of this Paragraph (2).

(3)(a) The Carrier will pay Conductors and Brakemen final terminal delay on a minute basis for all time consumed between their train's arrival at the point fixed in Paragraph (1) and their arrival (or the time that the last member of the train crew arrives, if members of the train crew tie up at more than one tie-up point) at their tie-up point, that is in excess of the normal running time, determined as set forth in Paragraph (2). Except as otherwise provided below, all members of the train crew will be allowed the same amount of final terminal delay time.

(Article 31, Section C Cont'd)

Ditto

Exception:

See Article 50, Section B which provides for the continuation of the computation of final terminal delay on an individual basis if the crew or any member of it is required to make a statement or report or attend an investigation after arrival at the tie-up point.

(b) Final terminal delay for train crews who deliver their "solid train" to a foreign carrier under the provisions of Article 27, Section A, shall be computed in the usual manner, i. e., from time of arrival at the designated point until the train crew arrives at their tie-up point(s), less agreed running time. However, if the crew did not pass the designated point en route to the foreign carrier's yard, the computation of such delay shall be commenced at the time the train stops on the foreign carrier's track (completing the delivery of the train) and continue until the train crew arrives at their tie-up point(s). That time, less the agreed running time at that terminal, shall be paid as final terminal delay (subject to extension under the above EXCEPTION).

(c) When an inbound crew (after arriving at the "designated point") makes a stop to spot their locomotive or cabooses so that Company Mail can be loaded and/or unloaded, such time is included in the computation of final terminal delay. See Article 39, Section C.

(4) Computation of time, as outlined above, begins on the arrival of the train at the designated point as outlined in Paragraph (1). As an illustration: Train arrives at point from which terminal delay is to be computed as indicated in Paragraph (1) at 4:00 P. M.; the agreed running time to tie-up point, as per Paragraph (2), is 15 minutes; the last member of the train crew arrives at his tie-up point at 4:30 P. M.; 15 minutes' final terminal delay will be paid. It is understood that when crew arrives at point designated in Paragraph (1), if they are on overtime, the computation will be on the basis of the applicable overtime rate of pay; if they are not on overtime, the computation will be on the basis of the rate of 1/8 of the daily rate.

(5) Time paid for as final terminal delay will be deducted from total time on duty in computing road overtime.

(Article 31, Section C Cont'd)

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Ditto

(6) In case the crew qualifies for a final terminal switching allowance and for final terminal delay, both will not be paid; but, instead, whichever results in the greater earnings will be paid.

(7) This Section C does not apply to train crews in mine, work, transfer or road switcher service.