

ARTICLE 16

ROAD SWITCHER SERVICE

- (a) Road switcher assignments may be established on a turnaround basis within a radius not exceeding twenty-five (25) miles from the terminal of the assignment, measured in actual main track rail miles, on either main or branch line in any direction from the on-duty or tie-up point.
- (b) Spur tracks, not in excess of two miles in length, the connections to which are within the specified limits of the road switcher assignment will be a part of the assignment. For the purpose of this Article 16, spur tracks in excess of two miles in length will be considered as branch line tracks in determining limits specified in Section (a).
- (c) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.
- (d) The work days of five-day assignments reduced or established pursuant to Section (c) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section (a) of this Article. Assignments reduced pursuant to Section (c) shall be compensated in accordance with the provisions of Section (e).
- (e) If the working days of an existing assignment as described in Section (c) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this agreement. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.
- (f) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.
- (g) Road switcher assignments hereunder are limited to switchers that perform the greater part of their tour of duty in the performance of switching service.

NOTE 1: The term "road switcher" as used herein does not include pusher, helper, mine run, belt line, transfer, work, wreck, construction, local or mixed service.

(PLB 1431 Award 7: The provision just quoted does not prevent Carrier from using a road switcher assignment to perform incidental work train service to the limited extent in question here. Paragraph (g) merely requires that a road switcher assignment devote "the greater part" of the tour of duty to switching service and the note to that provision makes it clear that in determining what portion of the tour is spent in road switching, such items as "pusher, helper, mine run, belt line, transfer, work, wreck, construction, local or mixed service" will not be included.)

NOTE 2: This Agreement does not prohibit turnaround assignments in road switcher service not provided for herein, arrived at by mutual agreement between the Carrier and the Organization representative.

- (h) (1) Crews regularly assigned in road switcher service may be run in, out of, and through their regularly assigned terminals and/or district chain gang terminals without regard for First-in, First-out Rule and/or rules defining completion of trips, this also to apply to road switchers while under advertisement. The first sentence of Section (h) does not permit assigning road switchers to operate through a chain gang home terminal unless agreed to, as provided for in Note (2) of Section (g). Time to be computed continuously from time required to report for duty until released from duty at the tie-up point, except when tied up under Article 41 of the Agreement.

Switcher assignments called ahead of assigned on-duty time will be allowed 100 miles at the switcher rate but may be called later if notified as prescribed below. The payment of continuous time applies regardless of the nature, number, or direction of the moves made during the tour of duty.

- (2) Road switcher crews brought on duty subsequent to starting time as specified in the bulletined assignment, will be paid from starting time as specified in bulletined assignments, unless notified at least one hour, thirty minutes in advance of the starting time, as specified by bulletin assignment that their services will not be required until a specified time, or until called. If so notified and placed on duty more than two hours (within same calendar day) after their starting time as specified in bulletin, their pay will start two hours after bulletined starting time.

NOTE 1: The above paragraph will have no application where Hours of Service Law prevents earlier on-duty time than that for which the conductor-trainmen are called.

NOTE 2: This will not preclude Carrier placing conductors/trainmen on duty as much as three hours (within the same calendar day) after the time specified in the bulletin assignment when it is necessary to hold for a connection having livestock for their assignment, or when an emergency, such as storm, washout, wreck or bridge burned, all within the limits of the crew's assignment, makes it impractical to call the crew for its regular starting time as specified in the bulletin assignment. In such instances pay will start at the time crew is placed on duty, but not later than three hours after the time specified in the bulletin assignment.

- (i) Crews will be paid miles actually run, with a minimum of 100 miles, and overtime will begin at the expiration of 8 hours; if mileage run exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2. Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate. Crews required to go beyond limits of assignment will be allowed for each such move a minimum of 100 miles at the rate for the class of service performed. Time so consumed will be excluded in computing overtime worked on the regular assignment.
- (j) Assignment of employees to road switcher service will be made by bulletining vacancies and new runs. Bulletins shall specify on-duty and tie-up point, limits of assignment, starting time and days of the week assignment will work. Service performed by employees will be subject to the terms

of this Article 16 only when assigned as a road switcher, or the service is under advertisement as such.

- (k) Employees in road switcher service will be paid the applicable road switcher rate and car scale rate per Article 1, Rates of Pay.
- (l) Crews in irregular or assigned freight service and in local freight service performing one hour, thirty minutes ("30") or more station switching as defined by the Local Freight Conversion Rule within the limits of a road switcher assignment will convert to the road switcher rate of pay. This not to affect application of the Local Freight Conversion Rule when the road switcher rate is not paid.
- (m) Crews in road switcher service will not be tied up where suitable accommodations for sleeping and eating are not available.
- (n) Switching at initial and final terminals, Article 29, does not apply to crews assigned to road switcher service.
- (o) Road switcher crews required to perform in excess of four hours work train service during any tour of duty will be allowed 100 miles in addition to all other earnings for the day or trip.
- (p) Road switcher crews will not be required to relieve a crew account of the hours of service.

ROAD SWITCHER SERVICE - CALDWELL, TEXAS

IT IS AGREED THAT:

- (1) The road switcher assignment may be established at Caldwell, Texas, in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the entire territory from Cameron to Brenham, or any portion thereof, as the service is required. The distance from Caldwell to Cameron is 30.2 miles and the distance from Caldwell to Brenham is 31.8 miles, thereby exceeding 25 miles in each direction.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to conductors and trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Amarillo, Texas, this 25th day of October, 1976, will become effective November 1, 1976, and will remain in effect whenever the road switcher is assigned at Caldwell, or until changed in accordance with the Railway Labor Act, as amended.

ROAD SWITCHER SERVICE - ARDMORE, OKLAHOMA

IT IS AGREED THAT:

- (1) The road switcher assignment established at Ardmore, Oklahoma may serve the entire Ringling District or any portion thereof, as the service is required.

- (2) Trainmen protecting this road switcher assignment will be allowed a basic day at pro rata as holiday pay, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during tour of duty. It is understood this is only applicable to the road switcher assignment at Ardmore, Oklahoma, and is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

ROAD SWITCHER SERVICE – AVONDALE LA.

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Avondale, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Avondale to Raceland on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Avondale to Raceland is 30 miles, thereby exceeding the 25 mile limit in each direction.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Avondale, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

ROAD SWITCHER SERVICE – SCHRIEVER LA.

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Schriever, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Schriever to Berwick and from Schriever to Avondale on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Schriever to Berwick is 28 miles and from Schriever to Avondale is 43 miles, thereby exceeding the 25 mile limit in each direction.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

- (3) This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Schriever, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

ROAD SWITCHER SERVICE - LAFAYETTE, LA.

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Lafayette, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Lafayette to Midland on the Avondale Subdivision, or any portion thereof as the service is required. The distance from Lafayette to Midland is 29 miles, thereby exceeding the 25 mile limit.
- (2) The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Lafayette, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

**ROAD SWITCHER SERVICE - LAFAYETTE TO
LAKE CHARLES, LA.**

IT IS AGREED:

- (1) Road switcher assignment(s) may be established at Lafayette, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Lafayette to Lake Charles on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Lafayette to Lake Charles is 72 miles, thereby exceeding the 25-mile limit.
- (2) It is understood that pay for this assignment will be assigned miles with overtime being paid after eight (8) hours even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
- (3) This agreement, signed at Houston, Texas this 31st day of August, 1998, will become effective on September 1, 1998 and will remain in effect whenever the road switcher is assigned at Lafayette, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.