

Claiming 8 hours pay in addition to any other compensation for the violation of the March 14, 1979 Board Award decided by Special Board of Adjustment No. 195. Award #1046.

(SEE ATTACHED EXHIBIT A)

Finding:

Claimants, during snow storm, were required to clean switches in connection with their own movements. Claimants were on duty 6:30 a.m. and 7:30 a.m. respectively. At 11:40 a.m. Sectionmen arrived and began clearing the snow.

We have had a number of dockets involving claims for clearing switches of snow. In those claims, the carrier showed that section crews had worked LONG hours clearing the snow, and at the time of claim, were at rest, or that EVERY effort was made to have section men available.

Here we have no showing of such effort by the carrier. Snow in Michigan is not unusual. Heavy snow and wind can be expected from time to time, and weather forecasts are quite accurate.

AWARD: CLAIMS SUSTAINED

While we are in Illinois, the snow and wind are not unusual as explained in this award, therefore there is no reason a crew should be expected to **maintain** the switches to conduct their movement. The Indiana Harbor Belt Railroad employs maintenance staff that should be provided to eliminate the need to require Switchman to perform duties other than those required of them.

Additionally, this is a violation of the following Agreements between The Indiana Harbor Belt Railroad Company and the United Transportation Union currently know as SMART Transportation Division.

ARTICLE XXXII-ADDING DUTIES OF THE GENERAL LABOR AGREEMENT (GOLD BOOK) **(SEE ATTACHED EXHIBIT B)**

As agreed by Mr. Payne and the undersigned at our meeting on September 22nd, we are agreeable to consulting with your committee in the event it is planned to add duties to yardmen, Telegraphers, or Operator-Switchtenders along the lines indicated in your letter of September 1st.

ARTICLE XVI-RULES CHANGES of the May 1, 1988 Agreement by and between The Indiana Harbor Belt Railroad Company and The United Transportation Union. **(SEE ATTACHED EXHIBIT C)**

ARTICLE V-WORK RULE CHANGES-INCIDENTAL WORK of the October 1, 1992 Agreement by and between The Indiana Harbor Belt Railroad Company and The United Transportation Union. **(SEE ATTACHED EXHIBIT D)**

The board alone would stand on its own merit, but agreements need to be read in tandem. ARTICLE XXXII of the GOLD BOOK clearly states that if The Carrier wants to "ADD DUTIES". The Carrier is to consult with the Committee (The United Transportation Union).

Work Rules and Rules Changes are examples of the results of "ADDED DUTIES". Sweeping Switches is not outlined in the scope of either EXHIBIT C or EXHIBIT D. Therefore, they are not duties that have been added through the CBAs and not the duties of yardmen on The Indiana Harbor Belt Railroad Company.