

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.

united transportation union



GENERAL COMMITTEE OF ADJUSTMENT
INDIANA HARBOR BELT RAILROAD

FILE _____

January 7, 1960

ALL LOCAL CHAIRMEN AND
ALL LOCAL SECRETARIES

Dear Sirs and Brothers:

Enclosed is a copy of Award No. 1046, decided on March 14, 1979 by Special Board of Adjustment No. 195.

Note that this Award was SUSTAINED in our favor concerning cleaning of switches while under orders of the Carrier Officials. This is not part of our duties defined in Article III of our working agreements.

If you are ordered to perform duties other than your own an appropriate time claim should be made stating all facts as to WHO, WHAT, WHEN, WHERE, AND WHY it was a violation. All claims should be handled in the proper manner. Do not be insubordinate.

Please study this Award and handle accordingly.

Fraternally,

H. A. Urick

H. A. Urick
Gen. Chan.

HAC:bd

cc: File

*Know
agreed*

SPECIAL BOARD OF ADJUSTMENT 195

AWARD #1046

MEMBERS OF BOARD

R.M. Crago
Organization Member

D.M. Proctor
Carrier Member

JUDGE ARTHUR W. SEIDLINER
Chairman and Neutral

PARTIES TO DISPUTE UNITED TRANSPORTATION UNION (U)
 GRAND TRUNK WESTERN RAILROAD COMPANY

STATEMENT
OF
CLAIM

Detroit Yard Conductor H. Parahaugh and Yard Brakemen J. Weddle and F. Samul claim for basic day account of being required to clean switches at Detroit on January 21, 1978. UTU File: 1033-De78; LR File: 8335-13085.

Detroit Yard Conductor R. W. Nelson and Yard Brakemen Mills and R. Newman claim for basic day account of being required to clean switches at Detroit from 0730 to 1140 on January 21, 1978. UTU File: 1033-De78; LR File: 8335-13086.

FINDING:

The Board, upon the whole record and all the evidence, finds that:

The Carrier and Employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute and the parties involved herein, and the parties were given due notice of hearing.

FINDING:


Claimants, during snow storm, were required to clean switches in connection with their own movements. O→á↔↑á^\bÁ }æääÁ ~^Á ä|\JÁ WÍÁĜčÁ áÈ↑È and 7:30 a.m. respectively. At 11:40 a.m. Sectionmen arrived and began clearing the snow.

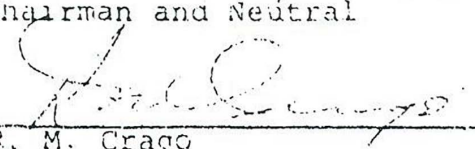
We have had a number of previous dockets involving claims for clearing switches of snow. In those claims, the carrier showed that section crews had worked long hours clearing snow, and at the time of claim, were at rest, or that every effort was made to have section men available.

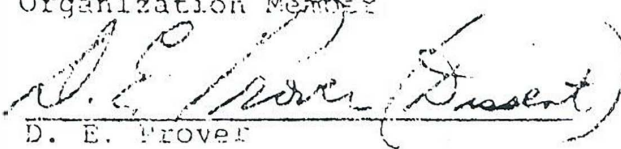
Here we have no showing of such effort by the carrier. Snow in Michigan is not unusual. Heavy snow and wind can be expected from time to time, and weather forecasts are quite accurate.

AWARD: CLAIMS SUSTAINED

ORDER: This award is ordered effective forthwith, and the Carrier is directed to make payment within thirty (30) days.


Judge Arthur W. Sempliner
Chairman and Neutral


R. M. Crago
Organization Member


D. E. Prover
Carrier Member

DATED: March 14, 1979
Pontiac, Michigan

ARTICLE XXXII

ADDING DUTIES

Mr. C. C. Kitts, General Chairman, BRT

September 27, 1943

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.

In order that this matter may have the status of a Memorandum of Agreement, will you please indicate your acceptance on the enclosed carbon copy of this letter and return same to me.

/s/ T.L. Green, General Manager

Accepted: /s/ C.C. Kitts, Chairman, General Committee, BRT

ARTICLE XVI - RULES CHANGES

Section 1 - Work Train

Commencing with the effective date of this agreement, any additional pay or special allowance provided to employees for performing work described in Article XXIX "Work Train", found on pages 28 and 29 of the General Labor Agreement between IHB Railroad and UTU(T), and identified as "Memorandum Of Agreement Between The Indiana Harbor Belt Railroad And UTU(T) Covering Work Train Service Performed By Transfer Crews In Their Own Seniority District During Their Regular Day's Work", March 2, 1943, is hereby eliminated.

Section 2 - Wrecking Crane

Commencing with the effective date of this agreement, any additional pay provided to employees for performing work described in Article XXX (Wrecking Crane) of General Labor Agreement by and between IHB Railroad and UTU(T) is hereby eliminated.

Section 3 - Transfer Crew Work: Doubles

Commencing with the effective date of this agreement, the "Memorandum Of Understanding Between The IHB Railroad And Its Yardmen Concerning Work Which Can Properly Be Required Of Crews In Transfer Service" found in the section entitled "Transfer Crew Work" of the General Labor Agreement between IHB Railroad and UTU-T is hereby modified to the extent that paragraph 1A, 2B, 3B, 3D and 5A shall permit Transfer Crews to make two (2) doubles when so required.

Section 4 - Transfer Crew Work: Bad Orders

Commencing with the effective date of this agreement, the "Memorandum of Understanding Between The IHB Railroad And Its Yardmen Concerning Work Which Can Properly Be Required Of Crews In Transfer Service" found in the section entitled "Transfer Crew Work" of the General Labor Agreement between IHB Railroad and UTU(T) is hereby modified to the extent that at any location, Transfer Crews may be required to switch out defective or bad order cars from their own train regardless of when discovered.

Section 5 - Preferred (Specific) Cut

Commencing with the effective date of this agreement, if the number of cars being delivered to an IHB yard by an Outer Belt Transfer crew exceeds the capacity of the first track used to yard the train, the crew may be required to make one (1) preferred (specific) cut and double that portion of their train to another track. When a preferred (specific) cut has been made, it shall not be necessary that any one track be filled to capacity, however, the minimum number of tracks necessary to hold the train shall be used.

*Specific cut
only when train exceeds
capacity of first track
used to yard train*

ARTICLE V - WORK RULE CHANGES - INCIDENTAL WORK

IHB Yardmen may perform the following items of work in connection with their own assignment(s) without additional compensation.

Section 1 - Removing Yard Air Line(s)

- (a) IHB Yardmen may be required to remove yard air line(s) on trains at yards where yard air line(s) are utilized.
- (b) IHB Yardmen shall only be required to remove yard air line(s) on cars and/or trains that are intended to be advanced, handled and/or moved by that train crew.

NOTE 1: IHB Yardmen shall not be required to affix yard air line(s) on trains for any reason.

NOTE 2: The provisions as contained in Section 1 of this Article are not intended to infringe on the work rights of another craft as established.

Section 2 - Restoring Main Line Switch(es)

IHB Yardmen may be required to restore main line switch(es) to their normal position, as instructed by the Carrier, in behalf of any train crew operating on the Indiana Harbor Belt Railroad.

Section 3 - Preferred (Specific) Cut

ARTICLE XVI - RULES CHANGES, Section 5 - Preferred (Specific) Cut as contained in the May 1, 1988 Agreement between the Indiana Harbor Belt Railroad and the United Transportation Union (y) is hereby abrogated and the following shall apply in substitution thereof.

IHB Yardmen may be required to make one (1) preferred (specific) cut on a train and double that portion of their train to another track within the confines of that yard. When a preferred (specific) cut has been made, it shall not be necessary that any one track be filled to capacity.

NOTE: The aforementioned rule shall apply to trains being delivered to an IHB yard as well as a foreign yard by IHB Yardmen.

Section 4 - Miscellaneous Duties

IHB Yardmen may be required to engage in the use of communication devices; copy and handle train orders, clearances and/or other messages.