

PUBLIC LAW BOARD NO. 2143

AWARD NO. 496

SEABOARD COAST LINE RAILROAD CO.

VS.

UNITED TRANSPORTATION UNION (E)

STATEMENT OF CLAIM: Claim of Retarder Operator C. J. Anderson, Ticket No. 5 dated December 7, 1982: Claim Extra Day at Footboard Yardmaster's rate as per Article I, Section A; Article I, Section B; Article II, and Article 9, Section A, account past practice Retarder Operators did not have to receive calls from switchmen at Yard "B" to block out tracks.

ORGANIZATION'S STATEMENT OF FACTS:

On November 29, 1982, a radio was placed in the retarder tower for use by the Retarder Operator to receive calls from switchmen at Yard "B" to block out tracks. Before radio was placed in retarder tower, switchmen would call the Yardmaster at Yard "A" to have a track blocked out. After the Yardmaster received the call, he would then instruct the Hump Conductor and the Retarder Operator to block out said track. All of this is now being done by the Retarder Operator. Since the Retarder Operators have assumed some of the duties and responsibilities of the Yardmaster at Yard "A", the below listed Articles are contractual basis for said claim.

Contractual support for the claim is: Article I, Section A, Article I, Section B, Article II and Article 9, Section A. Account past practice Retarder Operators did not have to receive calls from switchmen at Yard "B" to block out tracks.

CARRIER'S STATEMENT OF FACTS:

On November 6, 1982, "bowl control" was instituted for the classification yard at Hamlet, N.C. On this date, a portable radio was placed at retarder tower in order that Retarder Operator could monitor this feature. The portable radio was replaced by a base set on

November 29, 1982 for the continuing monitoring in a more efficient manner of this "bowl control" by the Retarder Operator.

POSITION OF THE ORGANIZATION:

The duties of the Car Retarder Operator as an established practice for more than twenty-eight years has been to retard cars and take changes on hump list as Yardmaster reviews list. To block out any and all tracks when so ordered by the Yardmaster. This practice has worked well for more than twenty-eight years.

The switchmen at Yard "B" have, for the past twenty-eight years or more, always called the Yardmaster at Yard "A" to have a track or tracks blocked out. After the Yardmaster at Yard "A" would receive a call to have certain track or tracks blocked out he would then notify the Hump Conductor and Car Retarder Operator to block out said tracks.

A radio has now been placed in the Retarder Tower and the Car Retarder Operator now has to receive all calls from the switchmen at Yard "B" to have a track or tracks blocked out. The Retarder Operator, after he has received a call from the switchmen at Yard "B" to have a certain track or tracks blocked out, instructs the Hump Conductor to block out said track or tracks. After this is done the Retarder Operator then blocks out the tracks on his desk. The Car Retarder Operator then calls the switchman who requested the track or tracks to be blocked out and notifies him that said track or tracks are blocked out for him.

When the crew using a track that has been blocked out completes their work in said track they must then call the Retarder Operator and give up said track. After this is done the Retarder Operator will then notify the Hump Conductor and Yardmaster at Yard "A" that said track or tracks are unblocked. All of this being done while the Car Retarder performs his job of retarding cars, taking changes on Hump List, handling switches on North End of classification yard when a Hump Engine is trimming tracks.

ARTICLE 1, SECTION B - Footboard Yardmasters: If a Yard Conductor performs any of the responsibilities of a Yardmaster, he will be paid not less than two-thirds of one hours pay in excess of the Yard Conductor's rate.

Since the Retarder Operator has assumed some of the duties and responsibilities of the Yardmaster at Yard "A" as per UTU Yard agreement, Article 1, Section B, Article 9, Section A, and since it has been an established practice for more than twenty-eight years of the Yardmasters' receiving calls from switchmen to have a track or tracks blocked out.

The agreement was violated and claimant C. J. Anderson's Time Ticket No. 5, dated December 7, 1982, should be placed in line for payment.

POSITION OF THE CARRIER:

Until November 6, 1982, bowl engines worked the classification tracks live. The only time that a track was blocked out was when track was full, when Yardmasters wanted to keep a track clear, or when a switchman had to put his body inside the track to adjust drawhead or something similar. Yardmaster "A" blocked the tracks out to the retarder operator and hump conductor on these occasions and still does for anything other than the so called "bowl control".

At the request of the FRA, Mr. R. D. Spence issued instructions on November 6, 1982 that, effective immediately, the hump yards on the SCL would no longer work bowl tracks live. Any track that was to be removed from classification would be blocked out. In connection with this, Hamlet Terminal Bulletin #118 was issued and distributed on November 6, 1982. "Bowl Control" had been in effect on the L&N all the time and this bulletin is a duplicate of the instructions on that property which makes these instructions standard on SBD.

Around the first of December, 1982, the UTU-Y began making claims for a footboard Yardmaster day for each tour of duty, citing for support - Article I, Section A; Article I, Section B; Article 2; Article 9, Section A and Past Practice. None of the mentioned articles are relevant and as far as past practice, there was none, as these were entirely new instructions required by the FRA. By no stretch of the imagination can it be claimed that Retarder Operators took Yardmaster duties account no one had these duties prior to November 6, 1982. The Yardmaster continues to block out tracks to hump conductor and retarder operators for any other reason.

FINDINGS: Article 1, Section A, provides for rates of pay. Section B is quoted above.

Article 2 is the Basic Day Rule.

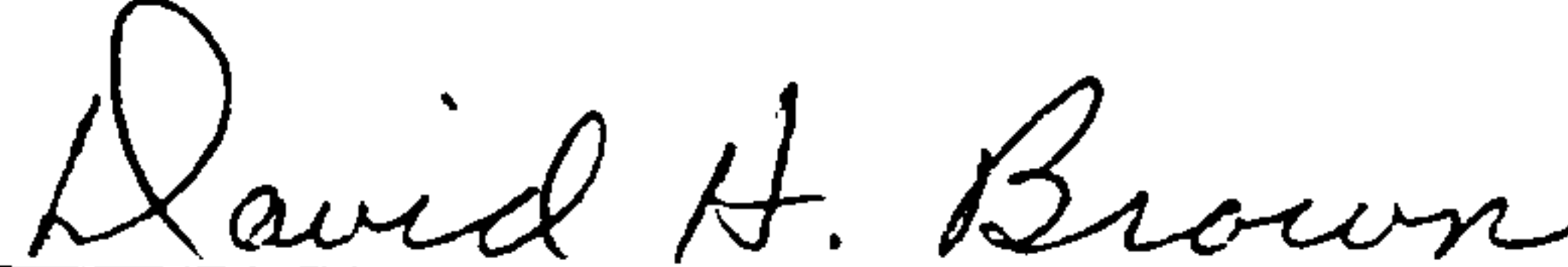
Article 9, Section A, provides for arbitraries and special allowances.

None of these rules relied on by the organization supports a sustaining award herein. Nor does more than 28 years of past practice dictate a sustention of Mr. Anderson's claim. The change in method of communication did not constitute a transfer of work which was, under


the terms of the agreement, under the exclusive jurisdiction of yardmasters. Article 1, Section B, is not applicable.

The agreement was not violated.


AWARD: Claim denied.



DAVID H. BROWN, Neutral Member



R. O. KEY, Carrier Member



J. M. HICKS, Organization Member

FEB 15 1985