PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of J. C. Coughenour for Yardmaster's rate of pay while engaged as switchtender at West End of Connellsville Yard, from May 22, 1932, and subsequent dates when required to perform the duties of Yardmaster.

EMPLOYEES' STATEMENT OF FACTS: Prior to August 1st, 1921, two 12-hour trick Yard Masters were assigned at the West End of Connellsville Yard to take care of the entire 24-hour period, however, effective August 1st, 1921, the arrangement was changed and three 8-hour trick Yard Masters were assigned, which continued until Sept. 8th, 1930, when arrangements were made to cover the assignment with two split-trick yard master positions. This arrangement remained in effect until August 1st, 1931 when another Yard Master position was taken off, and since which time there has been but one Yard Master assigned with tour of duty from 6:00 P. M. to 2:00 A. M. There are three switchtenders also assigned at the West End of Connellsville Yard, one of which positions being held by J. C. Coughenour whose tour of duty is from 7:00 A. M. to 3:00 P. M. Mr. Coughenour being assigned to this position March 24th, 1920.

POSITION OF EMPLOYEES: We are quoting below statement of J. C. Coughenour to his lodge, under date of June 16th, 1936:

"The purpose of this grievance is to acquaint the members and the committee of this organization with the conditions which have existed at west end of Connellsville Yard since 1931, and are gradually getting worse.

"To the best of my knowledge herewith history of case since my entry in yard service 1916.

"At that time there was located at west end of yard two 12-hour shifts, each shift composed of one yard master and one asst. yardmaster. Some time later the Asst. Yardmaster's job was abolished and was filled by a switchtender. I was assigned as switchtender at the west end from 7:00 A. M. to 3:00 P. M. about 1920, and have held this assignment ever since, however, during this period until about 1931 I was used as yard master quite frequently, thereby giving me the experience necessary to enable me to successfully handle conditions which have and are existing at present time on this particular assignment. When I first came to west end of yard there were yard masters and switchtenders during full 24-hour period, and the day and night Genl. Yard Masters spent a great deal of their time at this point.

"This arrangement lasted until August 1st, 1931, when first trick yardmaster from 7:00 A. M. to 3:00 P. M. was abolished, however the
day Genl. Yard Master then spent most of his time at the west end, until consolidation of the West and East Yards, Yard Master's positions at east end of yard took place Oct. 25, 1931. The day General then began to drift away from the west end of the yard gradually account of extra duties which required his attention elsewhere, and on May 22nd, 1932, the first trick Yard Master at the East End of Yard from 7:00 A.M. to 3:00 P.M. was abolished.

"The following arrangements were then made. Yard Master at East End of Yard started at 3:00 P.M. and was relieved at 12:00 midnight, taking one hour for lunch period. Another Yard Master relieved him at midnight and worked until 9:00 A.M., also being given one hour for lunch period. The day General Yard Master then relieved said Yard Master until 3:00 P.M.

"The General Yardmaster reports at the west end each morning, gets his line up off the Yard Master at east end, adjusting the transfer book and doing any other necessary work requiring his attention up until a little after 8:00 A.M., then leaves for east end of yard to relieve the Yard Master at 9:00 A.M., thereby shifting all duties necessary to be done at the west end of yard to the switchtender on the first trick, approximately 6 hours 30 minutes daily since May 22nd, 1932, except on Sundays, when he is generally around the west end of yard approximately four hours, during the 7:00 A.M. to 3:00 P.M. period.

"Along about the latter part of 1931 or early part of 1932 I made complaint to this lodge about conditions at the west end, case was taken up with Genl. Chrmn., and was discussed with Mr. Blaser, Asst. Vice Pres., of the Railroad, but no final action was arrived at, for the reason that when case was thoroughly discussed, it was felt that this arrangement would be remedied as soon as business conditions grew a little better, however, instead of being remedied it has steadily grown worse, for later on the second Yard Master at the west end of the yard was abolished, and the one remaining Yard Master was finally assigned to duty from 6:00 P.M. until 2:00 A.M., the gap between 3:00 P.M. and 6:00 P.M. was filled by the day Genl. Yard Master and the gap between 2:00 A.M. and 7:00 A.M. was filled by the night Genl. Yard Master, however I have been advised by the second trick switchtender that the gap between 3:00 P.M. and 6:00 P.M. is gradually being handed over to the second trick switchtender.

"In addition to facts stated the following work has been transferred to the west end of yard during the past three or four years. Time cards for all trains crews going west out of Connellsville are issued, time cards are issued for engine crews, if necessary, deadhead slips are issued both east and west when necessary, cut-off slips for Glenwood train crews relieved for 2 hours or more are issued, and when the B. & O. started to use the P. & L. E. R. R. tracks between McKeesport and New Castle couple years ago, General Order and General Notice boards were located at the west end for convenience of the crews on the Pittsburgh Div., west out of Connellsville. These are all trivial matters individually, nevertheless added to the already numerous duties of the switchtender, has a tendency to make his occupation that much harder to fill.

"It can be readily seen that continuation of practices which have existed, since abolishment of Yard Masters at west end of yard, can only eventually lead to one conclusion, that the duties performed formally by Yard Masters for past 20 years that I personally know of, and I am informed by older employees many years before that period, will become duties of switchtenders, and there is not one conceivable duty that is being performed by the one remaining Yard Master at west end
of yard that is not being performed by the switchtender working from 7:00 A.M. until 3:00 P.M. The only difference is that the Yard Master has the assistance of a switchtender and I don't. I will admit that the volume of business handled from 6:00 P.M. until 2:00 A.M. is possibly a little greater, but if this is a fact it will be found that necessary man power is furnished to handle it.

"Duties of switchtender at west end of yard from 7:00 A.M. to 3:00 P.M.:

"Required to handle 5 regular passenger engines daily except Sunday, namely, Nos. 140, 141, 66, 48, 42, and any other additional passenger engs. which are frequently used daily.

"Handles all main track movements between Connellsville and Green Jct., exclusive of first class trains.

"Handles all motor car movements between Connellsville and Green Jct.

"Handles all trains in and out of yard between Connellsville and Broad Ford.

"Keeps records of all trains in and out of yard between Connellsville and Broad Ford, also keeps record of passenger engs. handled.

"Have one yard crew entire period and for past several weeks an extra crew for several hours per day, several days per week.

"Take switching lists, line up yard crews and giving instructions as to building of trains, etc.

"Issue time cards, deadhead slips and cut-off slips."

From the above, you will note that Mr. Coughenour is performing the duties of Yardmaster in addition to his other duties for switchtender's rate of pay. Therefore, the Committee claims this is a violation of Article 1, paragraph (i), page 49, Trainmen's Contract, reading as follows:

"Car retarder operators, yardmen or switchtenders assigned to other than their regular duties will be paid the established rate for service performed, but in no case less than their regular rate except when used to relieve yardmasters, assistant general or general yardmasters they will take rate and working conditions applying to the position."

Inasmuch as the above quoted rule provides compensation for switchtenders performing the duties of Yardmaster, the Committee respectfully requests that Mr. Coughenour be paid the Yardmaster's rate of pay from May 22nd, 1932, and all subsequent dates, so long as he performs the duties of Yardmaster.

Oral hearing is desired.

CARRIER'S STATEMENT: This case was first discussed in conference at Pittsburgh, Pa., July 6th, 1936, between Superintendent J. D. Beltz, representing the Carrier, and Local Chairman A. Blasey, representing the Brotherhood of Railroad Trainmen. At that time, the following statement of facts was jointly agreed upon:

"Prior to August 1st, 1921, two 12-hour trick Yardmasters were assigned at the west end of Connellsville Yard to take care of the entire 24-hour period, however, effective August 1st, 1921, the arrangement was changed and three 8-hour trick Yardmasters were assigned, which continued until Sept. 8th, 1930, when arrangements were made to cover the assignment with two split-trick Yardmaster positions.
This arrangement remained in effect until August 1st, 1931 when another Yardmaster position was taken off, and since which time there has been but one Yardmaster assigned with tour of duty from 6:00 P.M. to 2:00 A.M. There are three switchtenders also assigned at the west end of Connellsville Yard, one of which positions being held by J. C. Coughenour whose tour of duty is from 7:00 A.M. to 3:00 P.M. Mr. Coughenour being assigned to this position March 24th, 1920."

Abolishment of the two yardmaster positions referred to in the joint statement of agreed upon facts was necessary account of decreased traffic and there not being sufficient business to warrant the continuance of these positions. During the period from 1920 to 1936, Coughenour has frequently been used as relief yardmaster to fill vacancies caused by the regular yardmasters at west end of Connellsville Yard laying off and he is quite familiar with the duties of yardmaster position.

Coughenour is performing the same duties now that he always did and while the duties he performs as switchtender are precisely the same as those required of switchtenders at various other points, there have been times, due to Coughenour's familiarity with the duties of yardmaster, when he took it upon himself to perform some duties that had previously been taken care of when yardmasters were assigned to all three tricks, but this was not required of him by anyone in authority. Coughenour has been on this position as switchtender for many years and naturally, many yard and road moves are made daily in the same manner, and the handling of certain trains and such moves are made as a routine matter, without specific instructions for each move, whether yardmaster is stationed at west end or not. If this switchtender, on his own initiative, made certain moves or assumed the duties of yardmaster, he did so without authority from the General Yardmaster, and there was no necessity for him to do so, as a Yardmaster or General Yardmaster was available by telephone at all times, and the switchtender could and should have received the necessary instructions from the Yardmaster or General Yardmaster. The General Yardmaster spends considerable of his time at the west end of the yard supervising the operations and when not at that location, frequently communicates with Coughenour by telephone, directing him as to just what is to be done and what moves it is desired to make, which information Coughenour simply relays to the yard crews. In doing this, Coughenour assumes no responsibility other than that carried by his position as switchtender.

At the time this case was presented, there was but one yardmaster on duty at west end Connellsville Yard, hours from 6:00 P.M. to 2:00 A.M. Switchman Coughenour is assigned from 7:00 A.M. to 3:00 P.M. At the present time, we have two yardmasters assigned at the same point, one from 11:00 A.M. to 7:00 P.M. and the other from 7:00 P.M. to 3:00 A.M.

Coughenour is performing the same duties now as when there were three trick yardmasters on duty at the west end of yard, and the same duties as are required of switchtenders on the other two tricks. He distributes time cards to both road and yard crews; the other two switchtenders at the west end also do this. Coughenour does direct the movement of trains in and out of the yard; instructs outbound crews (the head brakeman) where he is to get his train. He also gives instructions concerning various yard movements and handles the switches for these moves. However, in the handling as above, he receives instructions from either the Yardmaster or General Yardmaster on duty at the time, and is not required to make any move on his own initiative. Conditions at the west end of Connellsville Yard are subject to change at any moment and in view of which, it is necessary to frequently change instructions which are issued to Coughenour by the General Yardmaster or Yardmaster on duty at east end of yard, and Coughenour, in turn, simply relays these instructions to the crews and sees to it that the movements are carried out.
As Coughenour is not required to perform any other duties than those performed by any of the other switchtenders in Connelsville Yard, there is no legitimate basis for this claim and we respectfully request your Honorable Board to deny same.

Oral hearing is desired.

FINDINGS: The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The agreement in evidence does not contain any rule providing for combining the duties of yardmaster with that of switchtenders and paying for same applying the higher rate; therefore, it is held the claim made is not valid.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

ATTEST: (Sgd.) T. S. McFarland
Secretary

Dated at Chicago, Illinois, this 3rd day of March, 1939.