

Form

NATIONAL RAILROAD ADJUSTMENT BOARD
FOURTH DIVISION

Award No. 2466
Docket No. 2360

Referee John Day Larkin

PARTIES Railroad Yardmasters of America
TO
DISPUTE: Missouri Pacific Railroad Company
 (Formerly Union Railway Company)

STATEMENT
OF CLAIM:

Claim and request of Railroad Yardmasters of America for:

Claim for one day's pay each for W. L. Foust, Yardmaster, one day each for April 29, May 8, 15, 22, 29, June 19, 26, July 3, 10, 16, 23, 30, 1966.

W. C. Wall, Yardmaster, for April 23, 30, May 7, 14, 21, 28, June 4, 11, 25, July 2, 9, 1966.

C. L. Parker, Yardmaster, for May 6, 13, 20, 27, 1966, June 3, 10, 17, 24, July 1, 8, 1966.

H. R. Allen, Asst. General Yardmaster, for June 5, 12, July 17, 22, 24, 1966.

J. D. Duncan, Asst. General Yardmaster, for July 31, August 5, 6, 7, 12, 13, 14, 19, 20, September 2, 3, 10, 23, 25, 1966.

W. T. Gibson, Asst. General Yardmaster, for August 26, 27, 28, September 4, 9, 11, 17, 18, 1966.

C. L. Houck, Asst. General Yardmaster for July 15, 29, 1966.

Claims account changes of starting time in violation of Rules 2(b) and 3(b) of Schedule Agreement.

OPINION
OF BOARD:

Before the Carrier established the three relief positions which led to the instant claim, the work on the seventh day of the Assistant General Yardmaster positions was covered by extra, or unassigned, yardmasters. This was done by using switchmen who had limited seniority as yardmasters. These unassigned yardmasters were called to fill the Assistant General Yardmasters' rest days, or other vacancies, if available. The same number of regular yardmasters worked after the rearrangement of assignments as before. What the rearrangement did was to have regularly assigned yardmasters, working approximately the same hours, protect the Assistant General Yardmaster rest day vacancies, instead of using switchmen to protect the vacancies. In

short, the Carrier merely made the three rest day vacancies of the Assistant General Yardmaster positions a part of the assignments of the three regularly assigned yardmasters. All Assistant General Yardmasters and Yardmasters work the same number of days as before. The Assistant General Yardmaster assignments were 7-day positions, and the yardmaster positions were 6-day positions. There were only three relief-day vacancies to be protected, the seventh day of the Assistant General Yardmaster positions.

This rearrangement permitted the Carrier to protect the 7th day vacancies on the lightest work day of the week, from 11:00 P.M. Friday to 7:00 A.M. Saturday, from 3:00 P.M. to 11:00 P.M. Saturday, and from 7:00 A.M. to 3:00 P.M. Sunday. This was done by using the regularly assigned yardmasters working the same tricks. The rest days of the yardmaster positions remained Saturday for one, and Sunday for two positions.

According to Rule 3 (d), the Carrier has reserved the right to fill an assignment on a regularly assigned yardmaster's day off by having the work absorbed by other yardmasters on duty at that time.

In rearranging the yardmaster assignments and having the positions covered by a regular yardmaster rather than an extra yardmaster to work the yardmaster rest day positions, the Carrier was exercising its reserved right to operate its business in the most economical and efficient manner. See Award 1879, with Referee Weston.

Another fact which we cannot ignore in this matter is that Claimants Parker, Wall and Foust each refused to work their new assignments on the relief days and laid off on each day for which claim is made. Therefore, if any loss was suffered by them, it was their choice, according to the Carrier's undisputed statement. Nor is there any evidence that the other claimants sustained any loss as a result of the rearrangement.

We find no proper basis for sustaining these claims. See Award 1382 with Referee Coburn.

FINDINGS:

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

The carriers and the 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 parties to said dispute waived right of appearance at hearing thereon.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST: *Muriel L. Humfreville*
Muriel L. Humfreville
Secretary

Dated at Chicago, Illinois, this 28th day of July, 1969.