

Referee Harold M. Weston

PARTIES Railroad Yardmasters of America
 TO
DISPUTE: Union Pacific Railroad Company

STATEMENT Claim and request of Railroad Yardmasters of America that: -
OF CLAIM:

Regular Yardmasters H. N. Wood, T. R. Pipes and G. H. May be allowed one day's pay at appropriate Yardmaster rate for six (6) assigned working days per week, commencing May 1, 1969, and until corrected. Also three (3) assigned relief days per week in behalf of extra Yardmaster L. G. McMahon, all of LaGrande, Oregon Terminal. These claims present violation of Rule 1 - (Scope) - Rule 2(c) and Rule 3(j) of the effective Agreement between the Union Pacific Railroad Company and the Railroad Yardmasters of America, dated June 1, 1958.

OPINION The critical issue is whether employes outside the scope
OF BOARD: of the Yardmasters' Agreement have performed substantial
 yardmaster duties at the LaGrande, Oregon, Terminal.

The fact that Carrier abolished the yardmaster positions on all three tricks at LaGrande and at the same time created a terminal trainmaster position at that location and put yard conductors on footboard yardmaster pay may provide some inference in Petitioner's favor but is not sufficiently compelling, in and of itself, to warrant the conclusion that the claim should be sustained. To prevail in the present case, Petitioner must also establish by persuasive evidence that Carrier actually used non-yardmasters to discharge responsibilities that belong to yardmasters.

Petitioner has not come forward with the necessary proof, although Carrier has consistently denied its contention that ineligible employes performed yardmaster duties and maintained that yardmaster work at LaGrande has been virtually eliminated due to reduced traffic, pooling of cabooses, operational improvements and other changes. There is no evidence that such an appreciable volume of traffic exists at LaGrande as would warrant the assignment of a yardmaster at that point.

On the basis of this record, we have no alternative but to deny the claim.

FINDINGS:

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

The carrier 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 3rd day of February, 1971