

Referee Harold M. Weston

PARTIES Railroad Yardmasters of America
TO
DISPUTE: Norfolk and Western Railway Company (Lake Region)

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

1. Claims of J. S. Taylor, Yardmaster Frankfort, Indiana for an eight hour day at pro rata rates for September 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 29 and 30, 1969, because while he was assigned to the Yardmaster position Eastbound Yard, Frankfort, Indiana, on these dates, he was required to further assume and supervise the operation in the Westbound Yards for which the yardmaster positions were arbitrarily abolished on September 2, 1969.
2. Claims of J. O. Zerfas, Yardmaster, Frankfort, Indiana, for an eight hour day at pro rata rates on September 3, 4, 5, 6, 7, 10, 11, 16, 20, 24, 26, 27 and 30, 1969, because while he was assigned the Yardmaster position Eastbound Yard, Frankfort, Indiana, on these dates he was required to further assume and supervise the operation in the Westbound Yards for which the yardmaster position in the Westbound Yard was arbitrarily abolished on September 2, 1969.
3. Claims of George Nance, Yardmaster, Frankfort, Indiana, for an eight hour day at pro rata rates for September 2, 3, 11, 12, 13, 14, 15, 20, 21, 22, 23 and 28, 1969, because while he was assigned to the Yardmaster position, Eastbound Yard, Frankfort, Indiana, on these dates, he was required to further assume and supervise the operation in the Westbound Yards for which the yardmaster position in the Westbound Yard was arbitrarily abolished on September 2, 1969.
4. Claims of W. L. Monroe, Yardmaster, Frankfort, Indiana, for an eight hour day at pro rata rates on September 16, 17, 18, 19, 20, 21, 26, 27, 28, 29 and 30, 1969, because while he was assigned the Yardmaster position, Eastbound Yard, Frankfort, Indiana, on these dates he was further required to assume and supervise the operation in the Westbound Yard for which the Yardmaster position in the Westbound Yard was arbitrarily abolished on September 2, 1969.
5. Claims of G. S. Reed, Yardmaster, Frankfort, Indiana, for an eight hour day at pro rata rates for September 8 and 9, 1969, because while he was assigned to the Yardmaster position Eastbound Yard, Frankfort, Indiana, on these dates, he was further required to assume and supervise the operation in the Westbound Yard for which

Yardmaster position in the Westbound Yard was arbitrarily abolished on September 2, 1969.

6. Claims of J. O. Zerfas dated September 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28 and 30, 1969, for an eight hour day each at pro rata rates because of the Carrier arbitrarily abolishing their regular assigned yardmaster position of Westbound Yardmaster, Frankfort, Indiana, on September 2, 1969.
7. Claims of George Nance dated September 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29 and 30, 1969, for an eight hour day each at pro rata rates because of the Carrier arbitrarily abolishing their regular assignment of yardmaster Westbound Yard, Frankfort, Indiana, on September 2, 1969.

OPINION OF BOARD: For many years, yardmaster positions were maintained in two different sections of the Frankfort, Indiana, Yard designated the Eastbound Yard and the Westbound Yard. On September 1, 1969, the first, second and third trick, and relief Westbound yardmaster positions were abolished and their duties reassigned to Eastbound yardmasters. It is Petitioner's position that Carrier violated the Yardmasters Agreement by assigning Westbound work to Eastbound yardmasters and by permitting General Yardmaster Kaylor, who is excluded from that Agreement and its definition of "yardmaster", to perform yardmaster work.

The use of Eastbound Yardmasters for Westbound yard work is not violative of the Agreement. The territories they are called upon to cover are within the same switching and seniority district and about 1000 feet apart. No rule in the Agreement imposes any limitation on territories assigned to yardmasters' positions and Rule 3 appears to imply that a yardmaster may work in more than one location since its provisions regarding location of work are limited to the requirement that "Regularly assigned yardmasters shall have a designated time and starting point for going on duty, and unless otherwise mutually agreed will be relieved at the starting point."

There is no indication that Carrier has breached Rule 3 or any provision regarding compensation or overtime and we do not regard the use of yardmasters for yardmaster work within the same seniority and switching district as a change in their working conditions merely because they are required to cover a more extensive area in the same general location, the Frankfort Yard, in which they have always been employed. Our conclusion might be different if it were shown that the additional territory was more distant and difficult to reach or that the coverage of the extended area prejudiced Claimants

in any material respect or was unduly burdensome. In its present posture, the record does not establish that Claimants are required to fill two positions in this case.

The evidence pertaining to General Yardmaster Kaylor is also unpersuasive. It concerns incidents that occurred on September 5, 10, 16 and 19, 1969. On two of the dates, September 5 and 16, he delivered lists to an engine foreman and on one occasion rescinded an order but this was done, according to the uncontroverted evidence, at the insistence of a yardmaster. The duties in question on September 10 and 19 appear to be in line with Kaylor's supervisory functions. On the 10th he started the 3 p.m. shift when the yardmaster scheduled to do so did not arrive on time; there is no showing that another yardmaster could have been used in time to start the shift. The work involved on September 19 took place at a Swift & Company plant, concerned delivery and discussion of lists prepared by Swift and does not appear to have been handled by Carrier's yardmasters either before or after July 1, 1969. These incidents, so far as the record shows, do not establish any substantial trespass upon yardmaster rights.

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:

E. A. Killeen
E. A. Killeen
Secretary

Dated at Chicago, Illinois, this 27th day of July, 1971.