

Referee Harold M. Weston

PARTIES Railroad Yardmasters of America  
TO  
DISPUTE: Lehigh Valley Railroad Company

STATEMENT OF CLAIM: Claim and request of Railroad Yardmasters of America that: -  
Yardmaster Alfred Feuerstein be allowed one day's pay at the appropriate Yardmaster time and one-half rate for July 25, 26, 27, 28 and August 1, 1970 account ineligible employe used to fill Yardmaster vacancies.

OPINION OF BOARD: This dispute concerns the use of John Hedmeck, a trainman who had relinquished yardmaster seniority in 1968, to fill yardmaster vacancies on five claim dates during the summer of 1970. No extra yardmaster was available at the times in question and Petitioner maintains that Claimant, a regularly assigned yardmaster, was entitled to perform the work.

Rule 8(g) of the Yardmasters' Agreement provides that "When extra yardmasters (or other classes of employes used to perform extra yardmaster service) are not available to work at straight time rate to fill a yardmaster vacancy, first consideration in filling such a vacancy will be to use regularly assigned yardmasters in the order of their seniority at the point where the vacancy exists, and when so used on their days or on days on which they work their regularly assigned position also, they will be paid at the time and one half rate."

Since no extra yardmasters were available on the claim dates, Claimant as the regularly assigned yardmaster would be entitled to fill the vacancies in line with his seniority unless an employe belonging to "other classes of employes used to perform extra yardmaster service" was available.

The critical question is whether Hedmeck may be considered to be a member of any of such "other classes of employes." The rules do not define those "classes of employes" but Award 2260 involving the same issue, Agreement, parties and property specifically held that a trainman who had relinquished his seniority as a yardmaster and not performed yardmaster service since that time is not to be considered a member of one of the "classes of employes" mentioned in Rule 8(g).

In National Railroad Adjustment Board practice, there is much to recommend the principle of following a prior Award, particularly where it involves precisely the same issue, property and agreement as are concerned in the case under consideration. Such a policy helps to dispose of issues, avoid a multiplicity of claims and provide stable labor relations guidelines for the parties.

Award 2260 meets those tests and does not appear to be unreasonable or palpably in error since, unlike employees ordinarily seeking to establish yardmaster seniority under Rule 7(b), the trainman involved in that case, like Hedmeck, affirmatively relinquished his seniority.

The rule, as interpreted by Award 2260, has been clearly violated and this appears to be an appropriate case for enforcing the Yardmasters Agreement by sustaining the monetary provisions of the claim. Moreover if Claimant had been assigned the disputed work, he would have received time and one-half compensation and Carrier's argument that damages do not lie since Claimant was employed five days a week is unpersuasive.

The claim will be sustained in its entirety.

**FINDINGS:**

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

The carrier and the employe 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 sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Fourth Division

ATTEST:

*E. A. Killeen*

E. A. Killeen  
Secretary

Dated at Chicago, Illinois, this 22nd day of September, 1972.