

Referee Milton Friedman

PARTIES Railroad Yardmasters of America  
TO  
DISPUTE: Union Belt of Detroit Railroad

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

Yardmaster Ralph Herman be paid 8 hours at yardmaster rate for March 16, and March 19, 1973 account being used as a Conductor on above dates and unable to work his own assignment as a Yardmaster.

OPINION OF BOARD: In its submission Carrier asserts that Claimant performed service as a Conductor "voluntarily at his option." The Organization rejected this contention, and throughout the handling on the property it maintained that Carrier had required Claimant, when he reported to his Yardmaster assignment, to work as a Conductor instead. There never was a denial of this on the property, and the letter of June 27, 1973, signed by the Chairman, Board of Managers, repeated Carrier's understanding that Claimant "reported for work as a Yardmaster...but was directed by Mr. Acton to perform conductor's duties."

Carrier relies on Rule 4-G of the Agreement, which provides how "regularly assigned yardmasters used in other service" are to be paid. But Rule 4-G does not authorize Carrier to require them to cross craft lines and to give up their regular assignments.

Fourth Division Award No. 2969 held that "Carrier cannot with impunity ignore a yardmaster's regular time for reporting for duty and require him to cover another assignment thereby precluding him from working his regularly bulletined position." Whether Carrier may or may not put a man on another Yardmaster assignment, interfering with his starting time on his bulletined assignment, it may not reassign him outside his craft when he reports to work. This certainly cannot be accomplished under a rule concerned only with the rate of pay, not with Carrier's authority to reassign outside the craft. Craft lines, sacred in this industry, would become meaningless blurs if carriers, in the absence of specific contractual undertakings, could shift employees from one craft assignment to another.

## 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.

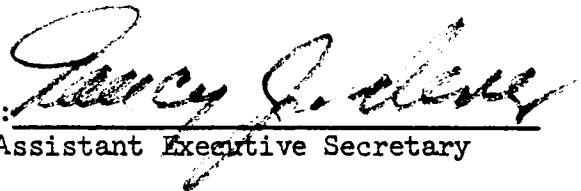
The parties to said dispute waived right of appearance at hearing thereon.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Fourth Division

ATTEST: Executive Secretary  
National Railroad Adjustment Board

By:   
Assistant Executive Secretary

Dated at Chicago, Illinois, this 9th day of October 1974.