

PARTIES TO DISPUTE:

- * THE WESTERN RAILWAY SUPERVISORS ASSOCIATION
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- and-
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- * THE SOUTHERN PACIFIC TRANSPORTATION COMPANY
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STATEMENT OF CLAIM:

Claim in behalf of Los Angeles Yardmaster J. H. Reich for an additional day's pay at the highest pro rata rate, January 3, 4, 5, 1979.

FINDINGS:

That this Board, upon the whole record and all the evidence, finds as follows:

That the parties were given due notice of the hearing;

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Board has jurisdiction over the dispute involved herein.

On January 3, 4 and 5, 1979, the Claimant Yardmaster was assigned to Position No. 032, 7:30 a.m. to 3:30 p.m., at the C-Yard Tower. On each claim date, the Claimant was required to send a Los Angeles yard crew, under his supervision, beyond the terminal limits of Los Angeles Yard to Milepost 455.5, Gemco Yard. At Gemco Yard the Claimant was required to supervise switching movements conducted by the crew. That supervision included the relaying of instructions from the clerk or assistant trainmaster at Gemco Yard to the Los Angeles yard crew performing service at the General Motors plant.

The Organization maintains that Article 1(b) of the controlling Agreement is applicable to the instant claim. Article 1(b) states, in part, as follows:

"The agreement includes and applies to all yardmasters at yards on the Southern Pacific Company (Pacific Lines) at which one or more crews of yardmen are employed. . ."

The Organization asserts that C-Yard in Los Angeles Terminal falls within the meaning of Article 1 of the Agreement. That is, yard engines are employed at the C-Yard, while no yard engines are employed at Gemco Milepost 455.5. Thus, it is the position of the Organization that the

Claimant was required to perform supervisory duties beyond the terminal limits of his yard as that term is used in Article 1(b). The Organization finds support for its position in Rule 842, Rules and Regulations of the Transportation Department of the Southern Pacific Transportation Company; and Award No. 2928, Docket 2879, National Railroad Adjustment Board, Fourth Division. The Organization suggests that the Carrier is attempting to broaden the scope of the Yardmaster's duties and responsibilities, thereby changing the provisions of the existing Agreement without regard for the process outlined in the Railway Labor Act.


The Carrier denies that the Claimant performed any service other than his normal supervisory duties. Since the Claimant is a Los Angeles Yardmaster, and the crew in question herein was a Los Angeles yard crew, the relaying of instructions to the yard crew from the clerk or trainmaster by the Claimant was an intergral part of his supervisory duties, the Carrier insists. It is not important, in the Carrier's view, that the yard crew was required to perform industrial switching in road territory. The yard crew was still under the Claimant's jurisdiction and responsibility. Thus, the Agreement was not violated, the Carrier maintains. Since the Organization has not introduced any provision of the Agreement which restricts a Yardmaster from supervising a yard crew beyond the switching limits of the yard, it is the position of the Carrier that the Organization has failed to support its claim. For the foregoing reasons, the Carrier requests that this Board deny the instant claim.

In the opinion of this Board, the position of the Carrier is unacceptable. The fact that the yard crew in question performed industrial switching outside the yard limits indeed has bearing on this case, notwithstanding the Carrier's position to the contrary. In the instant case, the Claimant Yardmaster was required to perform supervisory duties in Gemco Yard while he was regularly assigned to Los Angeles Yardmaster Position No. 032. Clearly, the Claimant did not have authority to supervise a yard crew outside the switching limits of Los Angeles Yard. In our view, the Organization's position is persuasive. Since the Carrier required the Claimant to perform duties outside the scope of the collective bargaining Agreement, the claim for an additional day's pay must be allowed. The supervision of a Los Angeles yard crew performing industrial switching in Gemco Yard, is not, as alleged by the Carrier, an intergral part of the Claimant's supervisory duties as a Yardmaster at Los Angeles Yard.

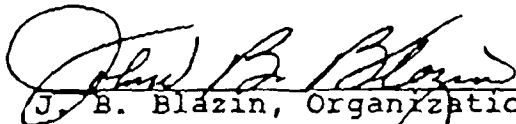
For the foregoing reasons, we find that the Carrier acted contrary to the dictates of the collective bargaining Agreement. The Claimant Yardmaster was improperly required to perform Yardmaster duties outside the yard limits. Accordingly, the instant claim shall be sustained.

AWARD:

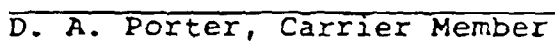
Claim sustained.



Robert M. O'Brien, Chairman and Neutral Member



J. B. Blazin, Organization Member



D. A. Porter, Carrier Member

Dated this 31st day of January, 1983