

PARTIES) HOUSTON BELT & TERMINAL RAILWAY COMPANY
)
TO) And
)
DISPUTE) RAILROAD YARDMASTERS OF AMERICA

STATEMENT OF CLAIM

Claim is made for and in behalf of Yardmaster T. O. Thomas for (1) penalty days pay at the appropriate applicable rate for March 21, 1985.

FINDINGS

This Board upon the whole record and all the evidence, finds that the employees and the carrier involved in this dispute are respectively employees and carrier within the meaning of the Railway Labor Act as amended and that the Board has jurisdiction over the dispute involved herein.

On March 21, 1985, the incumbent of Yardmaster Assignment 27 marked off. The Carrier was unable to cover the vacancy after its resort to the Extra Board and overtime. The starting time for Assignment 27 was 2:45 P.M. At 2:00 P.M., Yardmaster T. O. Thomas, the Claimant, reported to work on his regularly assigned job, Position 20, at Rusk Avenue. At 2:34 P.M., He was instructed to leave Rusk Avenue and work at Union Station.

The Organization asserts the controlling Agreement provides for the shifting of a yardmaster from one position to another only if the affected yardmaster is agreeable. The pertinent language of Article 4 dealing with short vacancies reads:

"(d) Short vacancies (those not covered by (c) above) will be filled by assigning the senior available extra yardmaster with the understanding that in filling such vacancies, the Company may shift regular yardmasters, if agreeable with the regular yardmaster. When an extra yardmaster is called to fill a short vacancy, he will remain on that vacancy, except a senior extra yardmaster who becomes available may displace him off such vacancy."

The Carrier argues the Claimant was not shifted on March 21, 1985, and, in fact, performed the duties normally assigned to his position plus additional duties. These additional duties are acknowledged by the Carrier to be a position of duties of the vacant Position 27. The Carrier, in its submission, contends Position 27

is assigned switch engines at South Yard and piggyback engines at Settegast while the Claimant's position involves supervision of industry switch engines. It is also alleged he continued to perform these duties as well as some of 27's at Union Station.

The problem with this information is that it is raised for the first time in Carrier's submission. Examination of on-the-property handling indicates the initial claim stated:


"Claim 1 penalty day at the appropriate rate for March 21, 1985, account I was instructed by Officer Box to go to Union Station to work Job 27. I was not agreeable to the shift in assignment and my regular assignment (Job 20) was blanked."

While the Carrier's April 9, 1985, response denies a shift and raises the alleged distribution of Job 27 duties to other yardmasters, it did not then or subsequently respond to what instructions Officer Box assertedly issued on March 21, 1985, or the claim that Job 20 was blanked. The Organization's claim is specific as to time, place and events. The Carrier's general denial is not coupled with any evidence. The record shows the Grievant was, in fact paid eight (8) hours for Job 27.

The Carrier's general contentions have merit. Notwithstanding, without developing supportive facts and circumstances in the on-the-property record, they cannot serve to effectively rebut the Organization's claim. Herein, the Organization has introduced sufficient, unrebuted, probative evidence to support its claim.

AWARD

Claim sustained.


Robert W. McAllister, Chairman and
Neutral Member

Terry M. Stone
Terry M. Stone, Carrier Member

D. R. Carver
D. R. Carver, Employee Member

April 28, 1986

Date