

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

STATEMENT OF CLAIM

Claim is made for the additional compensation at the appropriate applicable rate of pay on any/all working days yardmaster J. L. Sides performed service as general yardmaster R.T.C. Union Station.

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.

This claim on behalf of General Yardmaster Sides, the Claimant, is based on the alleged violation of Article 3, Section III (d) which states:

"(d) Effective December 16, 1982, all General Yardmasters working in RTC will have the same rate of pay, that being the General Yardmaster's rate plus one (1) hour at the pro rata rate (\$125.90 + \$15.74 = \$141.64). All future raises to be adjusted accordingly."

The Claimant contends that on the days in question, he performed service as a General Yardmaster, RTC, Union Station or Job Assignment 27.

The Carrier's position is that the General Yardmasters moved to Union Station are not working in RTC nor are they performing the duties of the RTC Yardmaster. In addition, the Carrier extensively details the parties' actions and proposals which it believes establishes the Organization is attempting to obtain, by claim, that which it was unsuccessful in obtaining by negotiation. It is the Carrier's contention Article 3, Section III (d) provides the higher rate only for the General Yardmaster of RTC.

The initial claim is dated April 1, 1985, and identifies the contested assignment as #27 GYM RTC. A later submission indicates Job 27 was created under Bulletin 1046. A correction to Bulletin 1046 reads:

Thursday	works GYM 37	10:00 P.M. Rusk Ave.
Fri & Sat	works GYM 27	2:45 P.M. RTC Union St
Mon & Tues	off days	

All else is the same.

On April 17, the Carrier acknowledged receipt of an April 16, 1985, Organization letter and indicated it was not sure what was being claimed, but assumed that under Article 3, Section III (d), it was for travel pay. The remainder of the letter addressed itself to prior negotiation history, which the Carrier characterized as unsuccessful by the Organization. Subsequent correspondence on May 8, 1985, addressed this same background. This may very well be an accurate assessment of the events. Nevertheless, the Board is constrained to remind the parties that historically the several Divisions have consistently held neither party will be permitted to introduce evidence which goes behind the language of an agreement, which, on its face, is clear and unambiguous. If the intentions of the parties can be ascertained from the plain meaning of the language itself, this intention should be given full effect without resort to parol evidence. Additionally, if a document incorporates prior oral or written understandings and the resultant language is clear and unambiguous, this language will be deemed to constitute the entire agreement, and the Board will not entertain proffered evidence which is offered to alter the agreement.


Article 3, Section III (d) clearly and unambiguously states:

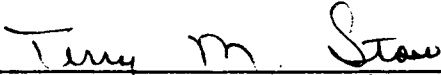
"All General Yardmasters working in RTC
will have the same rate of pay."

Bulletin 1046 establishes the Claimant worked Friday and Saturdays at RTC, Union Station. The Carrier has offered no on-the-property evidence to rebut this fact. The Claimant is a General Yardmaster. His bulletined position established he worked in RTC two days a week. The language, as already indicated, clearly refers to all, not one, General Yardmasters working in RTC. These are the facts established in the record by the Organization. The Carrier's submission cannot serve as the vehicle to rebut these circumstances.

AWARD

Claim sustained.


Robert W. McAllister, Chairman and
Neutral Member


Terry M. Stone, Carrier Member


D. R. Carver, Employee Member

April 28, 1986
Date