

Public Law Board No. 3833

Parties to Dispute

Railroad Yardmasters of America)	
)	Case No. 3
vs)	
)	Award No. 3
Seaboard System Railroad)	

STATEMENT OF CLAIM

Extra Yardmaster D. R. Walters be paid one day's pay each for July 9, 10, 11 and 12, 1983 for violation of Rules 3(a)(c)(e) and 18 and Carrier letter of understanding in violation of off days subsequent to vacation, a sharpshooting practice.

FINDINGS

The instant claim alleges that the Carrier was in violation of Rules 3(a)(c)(e) and 18 of the current Agreement, as well as the Letter of Understanding signed by the Organization and the Carrier on July 12, 1983.

The claim originated when Yardmaster R. W. Brooks transferred back to his regularly assigned position in Corbin Terminal from a vacation position he was protecting. Brooks' return to his position bumped Regular Yardmaster B. M. Hensley back to his regular position. There is no dispute over these facts. According to the claim, these moves by Yardmasters Brooks and Hensley deprived Extra Yardmaster Walters of work on July 9 through 12, 1983.

The Rules and Letter of Understanding at bar read in pertinent part:

Rule 3(a): Two regular rest days each week, designated by the company, shall be assigned to each position.

Rule 3(c): The term "rest day" as used in this Agreement means that for a regularly assigned Yardmaster or Stationmaster seventy-two (72) hours...shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days.

2/

Rule 3(e): A regularly assigned Yardmaster or Stationmaster transferring from one regular position to another regular position assumes the rest days assigned to the latter position.

Rule 18: The right to make agreements covering rates of pay and working conditions and to interpret and apply them respectively, for the Management and the employees herein covered is retained by the parties signatory thereto.

Letter of Understanding, July 12, 1983:

It is agreed that in instances where vacations begin on the first day of the employee work week, the employee would be subject to call for service on the rest days immediately preceding the date vacation begins. On the other hand, the employee would not be subject to call for service on rest days immediately following the vacation period.

The denial of the claim on property rests primarily on a document identified in the record as Carrier's Exhibit A (or Employees' Exhibit B). Therein Yardmasters Brooks and Hensley assert that they returned to their regular positions only after clearing the move with the Local Chairman. They state that it was their understanding that "he concurred with (their) request". This letter also states that:

(b)e it further understood (that) in conversation with Mr. D.R. Walters he has informed both of us that he was requesting Mr. D. L. Fox (the Local Chairman) to withdraw the...claim...

This Board is not persuaded that the claim should be withdrawn because of the heresay evidence cited above. On the other hand, there reasonably appears to be substantial evidence of record that the Carrier and the Local Chairman were in violation of Rule 18 since the oral agreement to permit Yardmasters Brooks and Hensley to make the moves they did was not made by the parties having jurisdiction to do so. The Letter of Understanding of July 12, 1983 provides evidence of the proper parties to be signatory to agreements dealing with the interpretation and application of rules between these parties on this property.

3/


The Carrier does not deny in its disallowance of the claim that the Rules at bar and the Letter of Understanding had been violated. It only states that what occurred was a minor oversight of the application of the rules which does not justify a penalty. According to the Carrier, a narrow interpretation of the meaning and intent of the Rules and Letter at bar is contrary to the principle of good labor relations.

This Board is barred from either agreeing or disagreeing with the Carrier with respect to the general issue of the principle of good labor relations and it must limit its judgments to an interpretation of the language of labor agreements as so mandated by the Railway Labor Act. And this Board must do so on the basis of substantial evidence found in the record before it.

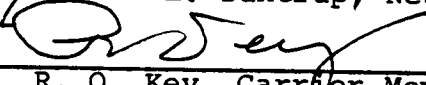
There is sufficient evidence of record to warrant the reasonable conclusion that the Carrier was in violation of the Rules and Letter of Understanding at bar. The only issue to be resolved is whether the damages claimed are justified. The claim does not say that the Claimant did not work on the days in question. It only says that he did not work as a Yardmaster. The Claimant shall, therefore, in accordance with the Findings be compensated for all time either not worked on the days in question, or the difference between the Yardmaster rate on the days in question and the rate of any other position he may have held.

AWARD

The claim is sustained in accordance with the Findings. All compensation due the Claimant shall be paid by the Carrier within thirty (30) days of the date of this Award.



Edward L. Suntrup, Neutral Member



R. O. Key, Carrier Member



D. R. Carver, Employee Member

Date: 8-22-85