

Award No. 100

Docket No. 100

**NATIONAL RAILROAD ADJUSTMENT BOARD
FOURTH DIVISION**

The Fourth Division consisted of the regular members and in addition Referee Fred W. Messmore when award was rendered.

PARTIES TO DISPUTE:

**THE AMERICAN RAILWAY SUPERVISORS'
ASSOCIATION, INC.**

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Request that the C. & N. W. Ry. be required to reestablish the position of yardmaster in the West Yard at Clinton, Iowa, that was abolished on or about April 11, 1940, in violation of the agreement and compensate employes for wage loss sustained as the results of the violation, and further to establish positions of yardmasters at Clinton, Iowa, in lieu of other employes that are performing a preponderant portion of their assignment as yardmasters, said positions to be assigned as yardmasters and placed within the scope of the agreement covering same, and it is further requested that employes of the yardmaster class in the seniority district be compensated for wage loss they have sustained since January 21, 1941, while other employes other than yardmasters are performing the work of the yardmaster class at Clinton, Iowa.

EMPLOYES' STATEMENT OF FACTS: The yardmaster position assigned from 10:00 P. M. until 8:00 A. M., in what is known as the West Yard at Clinton, Iowa, was arbitrarily abolished at the close of the assignment starting 10:00 P. M., April 11, 1940, in violation of rule 10 (a) and the terminating clause of effective agreement embracing yardmasters between the parties. The duties of the yardmaster class existing after the date of the arbitrary abolition are as preponderant as prior to said date of abolition, the yardmasters' duties have been arbitrarily reclassified and assigned to other employes not covered within the scope of the effective agreement embracing the yardmaster class.

The claim herein presented arises out of and is based upon the provisions of Rule 10 (a) and Terminating clause contained in the last paragraph Rule 19 of agreement now in effect between the parties. Said agreement is dated and last amended effective January 1, 1941, and covers rules as to compensation and working conditions relating to yardmasters, the rules herein contended by employes to have been violated follow in their exact wording for ready reference:

RATES ESTABLISHED POSITIONS

10 (a) Positions coming within the scope of this agreement will not be reclassified for the purpose of establishing a less favorable rate or condition of employment.

(b) When a new position is created the rate of pay will be established in conformity with positions of similar character and responsibility.

The last paragraph of Rule 19:

AGREEMENT—CHANGES IN.

The foregoing rules constitute in their entirety an agreement between the Chicago and North Western Railway Company and The American Railway Supervisors' Association, Inc., and no portion thereof will be amended, revised, or annulled, except upon thirty days written notice by either party to the other, or by mutual agreement between the officer in charge of personnel for the railway company and the general committee for the association.

With reference to the part of the claim "and it is also requested yardmaster's positions be established at Clinton, Iowa, in lieu of other employes that are performing a preponderant portion of their assignment as yardmasters."

That part of the claim being added to the original claim after employes check as evidenced in employes Exhibit "E" and the joint check evidenced in employes Exhibit "J" disclosed that duties existed preponderantly of the yardmasters' class for the (24) hour period in the west yard at Clinton, Iowa, also during the period from 3:00 A. M. until 7:00 A. M. at Fifth Street yard and in the whole of the Clinton, Iowa, terminal that employes of a class not coming within the scope of the agreement covering yardmasters are vested with the responsibilities and duties of yardmasters.

POSITION OF EMPLOYES: Employes Exhibits "A," "B," and "C" serve to determine that duties exist preponderantly of the yardmaster class in the Clinton, Iowa, terminal and assignable districts thereto, therefore, the past practice of the carrier assigning yardmasters' duties to employes other than yardmasters prior to August 1, 1936, (effective date of agreement covering the yardmaster class), and at any time since the effective date of the agreement cannot be held to constitute a modification. (See Awards Nos. 1125, 1126, 1295, 1296, and 1300 issued by the Third Division of the National Railroad Adjustment Board.)

This claim is synonymous with Docket Numbers 85 to 89 inclusive that are properly filed with your Board involving the same class of employes, whereby the carrier has stretched credulity to the point that it is their prerogative to attempt any plan in their belief of bettering the requirements of the service regardless of keeping duties that are assignable to a particular class of employes within the scope of an effective agreement. Rules of agreement, duties properly assignable to employes by class set forth in recognized instructions of long standing cannot be disregarded arbitrarily in making adjustments of flexibility and proper distribution of the work between the several classes of employes on a railroad.

We make reference to Employes Exhibit "C" wherein the approximate amount of business handled in Clinton, Iowa Terminal is briefly explained, and it also explained that in the operation of this terminal that there can be no doubt as to needing yardmaster supervision, as we have heretofore claimed in previous disputes analogous to this. Wherever there are yards and assigned districts thereto in operation the existing duties of the yardmasters' class should be performed by that class because any practice to the contrary is contravention of the effective agreement. Such position herein taken by employes is not inconsistent with the position taken by other classes of employes that are covered by their respective schedules and agreement on various railroads. (See Awards No. 3055, 3267, 4463, and 5120 issued by the First Division of the National Railroad Adjustment Board, also late Awards of the Third Division Numbers 1281, 1282, 1283 and 1284.)

We make reference to Employes Exhibit "D" in support of the employes' contention that the practice of the carrier over a period of years since July 17, 1923, has been to eliminate yardmasters' positions until approximately 50% of such positions have been eliminated, and it is certainly not a fact

that 50% of the work has gone, therefore, the answer is furnished by facts in evidence presented to your Board in these claims presented thereto, of continued disregard of employes rights to work by class and position in the continued reclassification of yardmasters' duties and assigning such duties to employes and officials that are not classed and titled as yardmasters so as not to bring them within the scope of the agreement governing yardmasters. Consequently Rule 10 (a) is being violated because the facts of evidence show that the yardmasters work has been **reclassified for the purpose of establishing a less favorable rate and condition of employment.** We arrive at the 50% figure in this statement as follows:

1st: Employes Exhibit "D" which in subject is DECISION No. 3218—DOCKET No. 3208 issued by the UNITED STATES RAILROAD BOARD, and said decision certifies that on July 17, 1923, there were 170 yardmasters employed by the carrier, and at that date the yardmasters all were assigned 12 hours.

2nd: On August 1, 1936, the parties entered into an effective agreement covering yardmasters, said agreement reduced the hours of assignment for yardmasters in Chicago, Ill., and Milwaukee, Wis., from 12 hours to 9 hours, and the approximate amount of yardmasters at these two points was the total of 35 before hours were reduced 3 hours daily, in making the reduction it should have added 13 positions to the 35 that existed making a total of 48.

It is not a fact that there were 135 yardmaster positions existing outside of Chicago, and Milwaukee, but we will use the figure to arrive at the percentage as above, this balance of 135 yardmasters had their hours reduced from 12 hours to 10 hours per day and as above figure was arrived at it would increase the amount of yardmasters to 162 making a total of 210 yardmasters by new reduced hours.

3rd: There are approximately 110 yardmasters assigned on the property prior to employes submitting the disputes involving the yardmaster class, therefore it partially substantiates the fact that after the hours were reduced through the results of effective agreement, the process and practice of the carrier of reclassifying the yardmasters duties continued, otherwise there would have been more positions of yardmasters and less positions of yard clerks and trainmasters.

It is not the intention of the employes herein affected to tell the carrier where and when to make economical force reductions in the supervisory ranks, neither is it assumed that the Fourth Division of the National Railroad Adjustment Board will do so, but the employes offer supporting facts and evidence that the past practice and arbitrary action since effective date of agreement has constituted a basis for their contended violation of rules of agreement, otherwise what benefit would be derived from having an agreement.

Employes Exhibits "F-1," "H," and "L" are furnished in support of employes contention that the carrier's action in this dispute was arbitrary and in contravention of the Rule 10 (a) and terminating clause of Rule 19 of the effective agreement. It is also evidenced in employes Exhibits "E" and "J" that duties existed preponderantly of the yardmaster class for the 24 hour period in the West Yard at Clinton, Iowa, and it cannot be consistently argued by the carrier or supported by evidence that a yardmaster three miles away could efficiently and in reality be supervising the West Yard, neither could it be properly argued that a yardmaster could go into a yard 1 hour out of his 10 hour assignment and line up all employes connected with the operation of a yard or assigned district for the other 9 hours that the yard is operating. Neither could it be supported by facts of evidence that a Terminal large as Clinton, Iowa, could be operating from 3:00 A. M. daily

until 7:00 A. M. daily with the amount of traffic passing through same that is evidenced in employes Exhibits without the existing need for yardmaster supervision. The need for and the work of the yardmaster class is there, but the carrier has other employes assigned to and performing same.

The subject matter contained in this submission of dispute has been handled in accordance with instructions set forth in Section 3, First, Paragraph (i) of The Railway Labor Act of 1934.

Oral presentation is desired.

CARRIER'S STATEMENT OF FACTS: As a result of reduction in business and consequent reduction in service requirements yardmaster position assigned to West Yard, Clinton, Iowa, was abolished April 11, 1940, and the handling of work in that yard placed under jurisdiction of yardmaster who had charge of work in 5th Street Yard, Clinton. The position was re-established four days per week, September 11 to 24, 1940, inclusive, and daily September 25 to November 7, 1940, inclusive. The position has not been reestablished since its discontinuance effective November 8, 1940.

POSITION OF CARRIER: The question here involved is whether under rules in agreement between the railway company and the American Railway Supervisors' Association, Inc., the carrier is obligated to maintain yardmaster positions at points where established after the service requirements no longer warrant their continuation.

The employes in their submission to the railway company, contending the railway company could not abolish position of exclusive yardmaster, West Yard, Clinton, predicated their contention on rules 10 (a) and (b), supervisors' agreement, reading:

"10 (a) Positions coming within the scope of this agreement will not be reclassified for the purpose of establishing a less favorable rate or condition of employment."

"(b) When a new position is created the rate of pay will be established in conformity with positions of similar character and responsibility."

The provisions of rules 10 (a) and (b) above quoted are not applicable to the facts and circumstances in this case for the reason there was no position established in lieu of yardmaster's position under a different classification for the purpose of establishing a less favorable rate or condition of employment.

The employes further contend that since position of exclusive yardmaster was discontinued at West Yard, Clinton, work formerly assigned to that position has been assigned to yard clerks.

The classification of yardmaster, as established under provisions of Rules for Reporting Information on Railroad Employes as to classification, etc., issued by the United States Railroad Labor Board and approved by the Interstate Commerce Commission, applies to a position in which the preponderant duties thereof are to supervise work of employes engaged in breaking up, making up and handling trains and general yard switching within a railroad yard or an assigned district of a large railroad yard, and to perform related work. Yard clerks at West Yard, Clinton, are not assigned nor required to perform duties as described as those requiring classification of yardmaster, but are required to take care of certain routine service, such as is generally required of employes carrying classification of yard clerk and it cannot consistently nor properly be argued that such duties are properly those of a yardmaster, even though under certain conditions a yardmaster may perform some of such duties.

There are two regularly assigned yardmasters at Clinton with assigned hours as follows:

7:00 A. M. to 5:00 P. M.
5:00 P. M. to 3:00 A. M.

At the time position of yardmaster assigned at West Yard, Clinton, was discontinued in November, 1940, the following instructions were issued:

“Effective November 8, 1940, the yardmaster’s position working 9:00 P. M. to 7:00 A. M. will be discontinued. With this position eliminated it will be necessary that the yardmaster assigned to work in the 5th St. Yard 5:00 P. M. to 3:00 A. M. will take over the supervision of the duties of yardmaster in the West Yard up to 3:00 A. M. and line up the work at that time so that it can be carried on until the day yardmaster goes to work at 7:00 A. M.”

The day yardmaster at Clinton had jurisdiction over 5th St. and West Yards prior to and subsequent to abolishment of the yardmaster position in West Yard, November 8, 1940.

The present arrangement which provides adequate supervision of the work in West Yard, Clinton, is not in violation of any schedule rules or agreements. There are no rules or agreements that restrict the district over which a yardmaster may be assigned.

It is the position of the railway company that the employes’ contention that yard clerks are performing in West Yard, Clinton, service of a class that any schedule rules or agreements require must be handled only by employes classified as yardmasters is not based on facts of evidence.

All data in support of the railway company’s position in this case has been submitted to the duly authorized representative of the employes involved and made a part of the particular question in dispute.

OPINION OF BOARD: Claimant requests the reestablishment of a yardmaster position in the West Yard at Clinton, Iowa, which prior to April 11, 1940, was maintained between the hours of 10:00 P. M. and 8:00 A. M., with the further request that yardmaster position be established at Clinton in lieu of other employes who are performing a preponderant portion of their assignment as yardmasters and in addition requests that employes of the yardmaster class in seniority district be compensated for wage loss sustained since January 21, 1941, while employes other than yardmasters were performing the work of yardmasters.

The claim presented is based upon provisions of Rule 10 (a) of agreement in effect between employes and carrier covering rules as to compensation and working conditions relating to yardmasters.

The foregoing rules are set out with particularity in other awards and we again set them out here:

“RATES ESTABLISHED POSITIONS

Rule 10 (a) Positions coming within the scope of this agreement will not be reclassified for the purpose of establishing a less favorable rate or condition of employment.

Rule 10 (b) When a new position is created the rate of pay will be established in conformity with positions of similar character and responsibility.”

The last paragraph of Rule 19:

“The foregoing rules constitute in their entirety an agreement between the Chicago and North Western Railway Company and The American Railway Supervisors’ Association, Inc., and no portion thereof will be amended, revised, or annulled, except upon thirty days written notice by either party to the other or by mutual agreement between the officer in charge of personnel for the railway company and the general committee for the association.”

With reference to the jurisdictional question raised, we are confronted with the scope agreement before us and with that only which requires a consideration of the evidence pertinent to a decision.

Rules for the government of the Operating Department:

“YARDMASTERS

890. Yardmasters report to and receive their instructions from the superintendent or trainmaster, and will comply with instructions from the chief train dispatcher.

891. They will have charge of the yards located in their territory, of the men employed, the movements of trains and engines, and the distribution of cars therein. See that trains are made up and leave at the designated time; that proper slips or waybills accompany each car; that doors of all loaded cars are properly secured and sealed; that doors of all empty cars are closed and secured; that trains are made up in the order designated.

892. Keep a record of all trains and cars, note all irregularities, and see that reports of same are made to the proper officer.

893. See that yards are kept in good order; that opportunity is given for the proper inspection of cars; that such inspections are made and that cars requiring repairs are properly placed or sent to the shops as the case may require.

When necessary to move cars in bad order, men doing the work should be notified so that proper care will be exercised in handling them.

894. Report all cars arriving without proper waybills, and cars of freight received in damaged condition, or improperly loaded.”

Excerpts taken from the Rules of Reporting Information on Railroad Employes, relative to classification, etc., issued by the United States Railroad Labor Board, and approved by the Interstate Commerce Commission:

“YARD MASTER GROUP
Symbol (Sym)

This group includes positions in which the preponderant duties of incumbents are to supervise or to assist in supervising the work of employes engaged in the making up, breaking up and movement of trains within a yard.

This group includes the following distinctive classes of positions:

Grade	Class of Position	Symbol
Grade 1:	Assistant Yard Master	Sym-11
Grade 2:	Yard Master	Sym-21

Grade 1—Yard Master Group
Symbol (Sym-1)

Distinctive Class of Positions:

ASSISTANT YARD MASTER

Symbol
Sym-11

DESCRIPTION OF CLASS:

The above class includes positions in which the preponderant duties of incumbents are to assist in supervising the work of employes engaged in breaking up, making up and handling trains and in general yard switching over a small yard or an assigned district of a large railroad yard; and to perform related work.

Grade 2—Yard Master Group
Symbol (Sym-2)

Distinctive Class of Positions:

YARD MASTER

Symbol

Sym-21

DESCRIPTION OF CLASS:"

The same as before stated with the exception: "and handling trains and general yard switching within a railroad yard or an assigned district of a large railroad yard; and to perform related work." The word "large" denoted the difference.

Clinton, Iowa, is a terminal where all passenger and freight trains change crews from the Iowa Division to the Galena Division or vice versa. The exhibit sets forth the scheduled passenger trains both west and eastbound. All of the trains listed are through trains in charge of road crews and need no supervision. Five of these trains run one day out of six, two of them run one day out of three and there would apparently be no supervisory duties of a yardmaster in this respect. Two trains are local trains, one departing at 6:15 A. M. and another arriving at 8:50 P. M. when a yardmaster is on duty.

Exhibit J discloses a joint check made by a trainmaster and the Vice President of the A. R. S. A., Inc., for the purpose of determining the duties performed by yard clerks in the West Yard at Clinton, Iowa, from 7:30 P. M. January 17, 1941, to 7:30 A. M., January 18, 1941. This check shows the arrival of freight trains in the West Yard of the Galena Division, designating six trains carrying 470 cars and, in addition to these freight train arrivals from the Galena Division, a transfer of 30 cars was brought from 5th Street to the West Yard at 12:30 A. M. During the same period, five freight trains departed from the West Yard carrying 409 cars. During the 12-hour period, two switch engines were working in the West Yard up to 11:00 P. M. and after 11:00 P. M. there was one engine assigned. A yardmaster assigned from 5:00 P. M. to 3:00 A. M. in the Clinton terminal came to the West Yard at 11:30 P. M. and remained there until 12:30 A. M. During this time he analyzed the condition of the yard and secured information from the Galena Division as to the trains that were enroute and instructed yard clerk on duty with reference to yarding of trains, as well as the switching to be performed and the fill-outs to be placed on different trains. He also instructed the yard clerk as to the ordering time of the trains to be run when definite information was received from the Galena Division as to the time the trains would arrive. During the period this check was made, a yard clerk on duty prior to midnight and another yard clerk on duty after midnight booked all the trains in and out, marked switch lists and conveyed the information to switch foreman on duty as to manner in which trains would be switched and yarded in accordance with instructions received from the yardmaster (as hereinbefore stated). In addition, the yard clerks gave information to the operator at East Clinton tower showing the arrival and tie-up time of all trains arriving from the Galena Division. The yard clerks also gave departure of freight trains from the yard to the Iowa Division dispatcher at Boone, Iowa. These clerks also maintained a record of time freight movements for trainmaster at Clinton, this report showing information as to arrival time, time inspection completed, time train was ready, engine on train and time of departure. The yard clerks answered telephone inquiries from car repairers, switchtender, round house forces and forces at 5th Street yard concerning arrival of westbound trains, as well as ordering time and tracking of these trains, and informed the Iowa Division outgoing crews of the location of their train and if it was necessary for trains to double over where their double over was located.

There are two regularly assigned yardmasters at Clinton, one works at the 5th Street yard from 7:00 A. M. to 5:00 P. M. and the other works at the 5th Street yard from 5:00 P. M. to 3:00 A. M. During the period 3:00 A. M. to 7:00 A. M. there is no yardmaster assigned. This is a four-hour period.

The conditions at the terminal for the remaining 12 hours of the 24-hour period not checked are approximately the same with the exception that the ordinary operation is to only have one switch engine assignment on each shift in the West Yard.

A report of the total number of cars handled through the Clinton terminal from September 1939 to January 16, 1941, is as follows:

September, 1939	—79,373
October	“ —83,907
November	“ —71,012
December	“ —68,617
January 1940	—68,195
February	“ —68,874
March	“ —68,086
April	“ —64,289
May	“ —65,525
June	“ —64,705
July	“ —68,733
August	“ —74,425
September	“ —84,556
October	“ —91,759
November	“ —75,888
December	“ —87,474
January 1941	—38,436 (16 days)

The contention of the carrier is that as a result of reduction in business and consequent reduction in service requirements position of yardmaster at West Yard, Clinton, Iowa, was abolished April 11, 1940, and the handling of work in that yard placed under the jurisdiction of yardmaster who had charge of the 5th Street Yard, Clinton. The position was reestablished four days per week September 11th to 24th, 1940, inclusive, and daily September 25 to November 7, 1940, inclusive, and has not been reestablished since its discontinuance effective November 8, 1940; that the classification of supervisory duties of yardmaster within the concept of the United States Railroad Labor Board and approved by the Interstate Commerce Commission applies to position the preponderant duties thereof being to supervise work of employes engaged in breaking up, making up and handling trains and general yard switching within a railroad yard or an assigned district of a large railroad yard, and to perform related work and that the yard clerks at the West Yard, Clinton, are not assigned nor required to perform duties described as those requiring classification of yardmaster but are required to take care of certain routine duties generally required of employes carrying classification of yard clerk.

Employes contend the yard was not closed, there was no change in the assignment of switch engines and no evidence offered that the running of trains had been discontinued in the yard, that what actually took place was that the cars handled in the entire terminal district decreased from 68,086 to 64,289 but was not all confined to one yard, the decrease amounted to 126 cars per day compared to 2,140 cars per day; that it is approximately two to three miles between the 5th Street Yard and the West Yard. The passenger station is at 3rd Street adjacent to the 5th Street Yard and the work done in and around the passenger station comes under the jurisdiction of the yardmaster at the 5th Street Yard. The handling of industrial work by two and sometimes additional switch engines is also under the jurisdiction of the 5th Street yardmaster. The entire traffic handled in the West Yard was formerly handled in the East Clinton Yard, said yard was in operation 24 hours daily and had yardmasters assigned for the same period. Prior to the agreement covering yardmasters, the East Clinton Yard was closed and work was handled in the West Yard but yardmaster supervision was not assigned over the yard 24 hours, instead three special rated yard clerks' positions were created. With reference to the 91,759 cars handled in October 1940, the position of yard-

master was reestablished for four days per week from September 11th to 24th, 1940, and daily September 25 to November 7, 1940, covering the period in October.

The carrier denies that yard clerks were required to assume duties and responsibilities of yardmasters in Clinton terminal, the yardmaster assignment being: day—8:00 A. M. to 6:00 P. M.; night—7:00 P. M. to 5:00 A. M. Before the day yardmaster goes off duty at 6:00 P. M., he leaves instructions as to work that is to be handled until the night yardmaster comes on one hour later. The night yardmaster, before he goes off duty at 5:00 A. M., lines up the work to be performed between that time and 8:00 A. M., a period of three hours, when the day yardmaster reports for service. During the periods that yardmasters are not assigned, their instructions with reference to the work to be performed are relayed and, when necessary, by yard clerks to all concerned in the same manner as they relay yardmasters' instructions during the period the yardmasters are on duty.

With reference to the joint check, Exhibit J, the fact is yardmasters assigned at Clinton terminal supervise the work at the West Yard. The carrier predicates its defense on the proposition that the reduction was made necessary by service requirements.

It is well settled by many decisions of the First and Third Divisions of this Board and other predecessor boards "that as an abstract principle a carrier may not let out to others the performance of work of a type embraced within one of its collective agreements with its employes. * * * This conclusion is reached not because of anything stated in the schedule but as a basic legal principle that the contract with the employes covers all the work of the kind involved, except such as may be specifically excepted; ordinarily such exception appears in the Scope Rule, but the decisions likewise recognize that there may be other exceptions, very definite proof of which, however, is necessary to establish their status as a limitation upon the agreement. Mere practice alone is not sufficient." (See Third Division Award 757.)

"This board, and others, have held, in many decisions, that work of a class covered by the agreement belongs to the employes upon whose behalf it was made and cannot be delegated to others without violating the agreement." (See Third Division Award 604.)

The scope rule and other rules of agreement define both the character of work that is to be rendered by the employes and the conditions under which that work is to be performed and apply when a classification of work is changed and by which a less favorable rate of pay or condition of employment is established.

The foregoing authorities establish that employes are entitled to all of the work of their distinctive class of positions embraced in the scope of agreement, this includes the yardmaster class of employes; also that the scope and other rules of the agreement are to be considered. Basically the carrier defined such duties of the yardmasters in Rules 890 to 894, inclusive, *supra*, to its satisfaction. The scope rule does not define them. The scope rule without consideration of such duties would be meaningless in an attempt to adjudicate disputes of this nature if the rules of the carrier should not be considered in conjunction therewith. Consequently, rules of the carrier affecting this supervisory position are applicable. Yardmasters are supervisory employes. Their duties are many and varied. A specific line of demarcation as to the limitations of such duties has never been adequately presented. In considering any given case, it is proper to consider the requirements of the service with reference to the need of employes, based upon the amount of business transacted and if the record discloses there is not need for given employment due to such conditions and that the supervisory duties of the yardmaster are negligible, then the carrier may properly dispense with such employment. All concerned recognize the necessity for economy on all railroad properties and the continuous adjustments from time to time must be made as an absolute necessity

for the successful existence of the industry but where it appears that supervisory duties of yardmasters have been eliminated and the yards or stations have remained open in existence and business transacted as usual and has not been substantially reduced, then the abolition of the yardmaster position would be arbitrary and unwarranted.

In view of the evidence and the circumstances and the precedents heretofore established and as here set out, we hold that the carrier violated the scope agreement and that the position of yardmaster in the West Yard at Clinton, Iowa, should be reestablished; that the record is not clear as to the other requests and to say the least the manner in which they are presented makes them irrelevant to the direct issue presented which has to do with the West Yard, therefore, other requests except that noted are denied.

FINDINGS: The Fourth Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes 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.

Claim is sustained in part as appears in the Opinion.

AWARD

Sustained as to reestablishment of position in the West Yard, Clinton, Iowa.

Compensation with reference to this yardmaster for wage loss and any seniority rights affected thereby to be worked out between the carrier and employes.

Requests of petitioner in all other respects denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST: R. B. Parkhurst
Secretary

Dated at Chicago, Ill., this 30th day of June, 1941.