

Award No. 836

Docket No. 830

**NATIONAL RAILROAD ADJUSTMENT BOARD
FOURTH DIVISION**

The Fourth Division consisted of the regular members and in addition Referee Roscoe P. Conkling when award was rendered.

PARTIES TO DISPUTE:

RAILROAD YARDMASTERS OF AMERICA

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

STATEMENT OF CLAIM: Claim and request of the Railroad Yardmasters of America that:

- (1) Carrier violated the controlling Yardmaster Agreement December 4, 1951 through December 25, 1951 by assigning the work, duties and authority of the Yardmaster class to two Assistant Trainmasters, employes outside the scope of the effective Yardmaster Agreement, at Compton Avenue, St. Louis, Missouri in around-the-clock Yardmaster service.
- (2) Carrier reimburse the following regularly assigned Yardmasters at the punitive Yardmaster rates, and including rest day allowances, as indicated below:

WALTER LEONARD—December 4, 1951, to and including December 15, 1951, at the punitive General Yardmaster rate.

A. M. ADAMS—December 4, 1951 to and including December 25, 1951 at the punitive Assistant General Yardmaster rate.

JOHN MASON—December 4, 1951, to and including December 25, 1951 at the punitive Assistant Yardmaster rate.

C. T. BRIEN—December 16, 1951, to and including December 25, 1951 at the punitive Assistant Yardmaster rate.

EMPLOYES' STATEMENT OF FACTS: On account of increased business due to the Christmas rush the Carrier in this case established supervision at the Mail Dock, Compton Avenue, during the period December 4, to December 25, 1951, both dates inclusive, by assigning Assistant Trainmaster Marlowe to perform direct supervision of crews at this location on days, and by temporarily promoting a yardmaster to Assistant Trainmaster nights, to perform the same direct supervision during this period.

Due to their being no unassigned yardmasters with seniority standing, claims were presented due to failure to the Carrier to make this yardmaster work available to the regular assigned yardmasters.

POSITION OF EMPLOYES: Attached as exhibits A and B is the original claim of the General Chairman and the original denial of the Superintendent. The Superintendent admits that Assistant Trainmaster Marlowe was moved from his location at Jefferson Avenue in order to afford the necessary supervision and that the night Assistant Trainmaster was assigned to relieve him.

The Superintendent contended that—

“It was felt that someone with authority beyond that of Assistant General Yardmaster was necessary because, to break up jams, the yardmaster had to be made to do things he didn't want to do.”

The very nature of yardmaster responsibility and authority requires that he not only have the ability to break up jams, but also that he may sometimes have to do things he does not want to do and ordinarily would not do. Just what the jams were that an Assistant General Yardmaster could not break up or what things a yardmaster had to be made to do which he didn't want to do are not identified by the Superintendent. In fact, he does not even contend that any jams were broken up or that any yardmaster had to be made to do things he did not want to do.

Exhibits C and D evidence the further handling of this case by the General Chairman with the Director of Personnel. The Director of Personnel contended that—

“No work accruing solely to yardmasters was performed by the Assistant Trainmaster.”

The employes contend that by the Carrier's own statements, they performed work which accrues solely to yardmasters. He contends further that—

“No yardmaster positions were blanked nor did any yardmasters lose any time.”

The employes contend that it is self-evident that the work which was performed was additional yardmaster supervision made necessary solely by reason of the increase in holiday traffic and it is not necessary that there be any question of blanking of yardmaster jobs or loss of time by yardmasters.

The Director of Personnel further contends that Fourth Division Award No. 594 does not show circumstances similar in the least to the instant case; but no closer parallel could be found and no further argument is needed to establish that a favorable decision in this case is mandatory on the basis of the principle established by Award No. 594.

The claim should be allowed.

Oral hearing is requested.

CARRIER'S STATEMENT OF FACTS: Ranken Coach Yard lies approximately three-fourths mile west of Union Station. It is divided into two parts known as North and South Ranken. In the north yard passenger cars are serviced, repaired and made up in trains for the L.&N., C.B.&Q. and N.Y.C. lines. This same service is performed in the south yard for the Pennsylvania and Mo. Pac. lines. There is an Assistant General Yardmaster assigned on each shift at this location.

Jefferson Avenue Coach Yard lies approximately one-fourth mile west of the Union Station where passenger cars are serviced for the Cotton Belt, M.K.T., Wabash, Frisco, N.K.P. and I.C. lines. An Assistant Yardmaster is assigned on the first and second shifts at this location.

At Compton Avenue, adjacent to Ranken Yard on the east, there is a team yard where freight cars are loaded and unloaded by truck. Yardmasters are not assigned at this location.

This claim arose during the Christmas holiday season when large numbers of additional passenger trains plus mail and express trains tax our facilities to the limit, both at Union Station and in the various coach yards. One of the means resorted to in coping with the situation is handling of some cars of United States Mail in Compton Avenue Yard, thereby keeping them out of the Union Station. Between two of the tracks in that yard there is a car floor height platform some six-hundred feet long which is normally used for automobile unloading. During the Christmas season cars of United States Mail are placed at this dock for transfer into other cars across the platform or for trucking to the Union Station. Use of this facility for mail handling begins about December 5 and seldom runs beyond December 25.

Ranken Yard is ordinarily the bottleneck of passenger yard operations. Movements into and out of the yard are further complicated by movements through the car washer located between Jefferson and Ranken Yards, just east of the entrance to the latter. With the greatly increased passenger, mail and express traffic due to the season, overall supervision is necessary to integrate the work in the several yards and for several years regularly assigned Assistant Trainmasters have been stationed in the area during the period mentioned.

The same practice was followed during the period in question. An Assistant Trainmaster was assigned to the territory nights starting December 4, 1951, and, having no other Assistant Trainmaster that could be spared from their duties at the Union Station, the day Assistant Yardmaster at Jefferson Avenue Yard was assigned to the territory as Assistant Trainmaster days. This arrangement continued until December 16, when conditions at the Union Station made it necessary to return the Assistant Trainmaster working nights to that point. The third shift Assistant General Yardmaster at Ranken Yard was then assigned as Assistant Trainmaster nights to replace him. The positions of both yardmasters assigned as Assistant Trainmasters were filled by extra yardmasters.

Claim was made for the period December 4 to 25, 1951, that yardmasters should have been assigned on each shift at Compton Avenue Yard because of the activities of the Assistant Trainmasters, which was denied. There were no extra yardmasters which is evidenced by the claim for punitive rate for three regularly assigned yardmasters on the basis they should have been doubled over or worked 16 hours each day.

POSITION OF CARRIER: The amount of and the location of supervision is a managerial function because it is charged with efficiently and economically operating the property. The necessity for supervision over our coach yard territory, Ranken-Compton-Jefferson Avenue Yards, greater than that exercised by yardmasters during the period December 4 to 25, 1951, arose because of the increased number of trains and cars in trains, due to the holiday season, taxing our facilities to the utmost to keep the Union Station open for receipt and dispatching of trains. This overall supervision was needed to integrate the work in the various coach yards, overruling at times the judgment of the yardmaster on duty in the matter of accepting trains and cars.

The activities of the Assistant Trainmasters at Compton Avenue were incidental to and part of the overall supervision exercised by them. Many of the cars handled at that point were loaded with holiday mail which had arrived on inbound passenger trains and were part of the excess number of cars being handled during the holiday period, necessitating very close general supervision to keep the Union Station open.

From the situation as we have outlined it above, it can readily be seen that no work accruing solely to yardmasters was performed by the Assistant Trainmasters. No yardmasters' positions were blanked nor did any yardmaster lose any time. In fact yardmasters benefited by the arrangement because members of their class were used to man the Trainmaster assignments. The employes have cited Fourth Division Award 594 as supporting the claim but a review of that Award shows that the circumstances involved therein were not similar in the least to those in the instant case, leaving it without precedent value.

There is no valid basis for the claim and it should be denied.

All data submitted in support of Carrier's position has been presented to the duly authorized representative of the Employes and made a part of the particular question in dispute.

We desire to be present at the oral hearing.

(Exhibits are not reproduced.)

OPINION OF BOARD: The record reflects that during the period in question, December 4, 1951, to December 25, 1951, due to the holiday season increase in the number of trains upon all railroads using the Carrier's terminal facilities and the increased number of cars in trains and increased mail, express and parcel post carried, there arose in the Carrier's Ranken-Compton-Jefferson Avenue Yards and throughout its entire Terminal system a greatly increased necessity for overall supervision. At the above critical period the Carrier's facilities were taxed to the utmost and every effort had to be made to keep the Union Station tracks open for incoming and for loading and outgoing trains.

During the above period, to facilitate the handling and transfer of mail and to prevent clogging the Union Station with mail and express cars, some of the mail cars were handled in the Compton Avenue yards where dock facilities were available for speedy transfer of mail to other railroad cars and to trucks. Yardmasters are not regularly assigned to Compton Avenue. Passenger cars for ten large railroad systems are serviced at the north and south Ranken coach yards and the Jefferson Avenue coach yards, all lying immediately adjacent to the Compton Avenue yards. During this period Ranken Coach yard was badly congested and became a bottle-neck and traffic was slow and difficult due to above seasonal conditions. The need for overall supervision was great.

To meet the exigencies of the above situation, and to furnish the required overall supervision necessary to keep the entire terminal and all of its yards operating efficiently, an Assistant Yardmaster and an Assistant General Yardmaster were assigned by the Carrier to the Compton Yard as Assistant Trainmasters, and vested, of course, with authority of the latter positions. The positions of those temporarily so assigned as Assistant Trainmasters were filled by extra Yardmasters and, during the period, all Yardmasters were working. No Yardmaster positions were blanked.

The Organization contends that the men assigned during the above period to Compton Avenue as Assistant Trainmasters did not function as Trainmasters but largely did Yardmaster work; that the Trainmaster work done by them was incidental to the Yardmaster work they did, and that, instead of establishing additional Assistant Trainmaster positions the Carrier should have established additional Yardmaster positions at Compton and used regularly assigned Yardmasters to fill such positions in addition to filling their regular assignments. The claimants worked 8 hours on the days involved but the Organization contends they should have been permitted to work 16 hours, and in the capacity of Yardmasters. We do not agree and the record does not show that the Trainmaster work done at

Compton was only incidental. The record shows that during this period the Yardmasters at Ranken Yard "shut off the Union Station from dispatch of any more trains" under the belief no more trains could be there accommodated. But on those occasions with their overall supervisory powers the Yardmaster orders were countermanded by the Assistant Trainmaster at Compton and the jams were broken up. Coordination of all train movements to or from the west and south into or from the Union Station was obtainable only from one in a supervisory capacity vested with Trainmaster authority. And if Yardmasters had been used the territory of their authority would have been limited to the Compton Yards and there would have been no existent authority for overall supervision.

While the Carrier may not, in violation of the effective Agreement, remove the work, duty and authority of the Yardmaster class and assign such work to a person outside the scope and coverage of the effective Agreement, that was not done in this case. A careful review of this record indicates the instant facts are unlike those presented in Awards 594, 729, 730 and 766 relied on by the Organization and cited in its brief.

At the hearing the Organization claimed that the Carrier had violated Rule 4 of the effective Agreement. But close examination of Rule 4 and of the entire Agreement discloses no provision which these instant facts violate, either in letter or spirit.

Being charged with the efficient operation of its property, the amount of supervision needed and where it was needed were matters the Carrier had the right to determine. It appears that while the Yardmaster has control only "over enginemen, firemen, trainmen, yardmen and all other employes in the yard district assigned him," the Trainmaster (in addition to Yardmaster authority) "has charge of the movement of traffic * * * general charge of clearing the railway," etc.

From this record we are compelled to conclude that the work done by the two men when they were assigned to Compton as Assistant Trainmasters was not work which under the effective Agreement was contracted solely to the Yardmaster class, and that it does not here appear that the named Yardmasters were deprived of anything to which the effective Agreement entitles them. The claim must be denied.

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

The carrier and the 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST: R. B. Parkhurst
Secretary

Dated at Chicago, Illinois, this 10th day of October, 1952.

DISSENT OF LABOR MEMBERS TO AWARD NO. 836, DOCKET NO. 830

The majority errs in finding that the work and responsibility, responsible for this claim, was "overall supervision" (emphasis ours): The evidence of record and brought out at the hearing by employes of long experience with this particular operation showing the opposite to be true has been disregarded. Particularly pertinent was the evidence that the Assistant Trainmasters—so called—did not roam the general area, but that on the contrary they spent not less than 10½ of their 12 hour tours at Compton Avenue.

It is also clearly shown that the work they performed at Compton Avenue was Yardmaster work, pure and simple, and that they functioned there just as Yardmasters function at other points on this property.

R. A. WALTON

M. G. SCHOCH

W. J. RYAN