

**NATIONAL RAILROAD ADJUSTMENT BOARD****FOURTH DIVISION**

The Fourth Division consisted of the regular members and in addition Referee Harold M. Weston when award was rendered.

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**PARTIES TO DISPUTE:****RAILROAD YARDMASTERS OF AMERICA****THE ATCHISON, TOPEKA AND SANTE FE RAILWAY  
COMPANY — EASTERN LINES**

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

Yardmaster C. D. Hanson and C. W. Heaton, in that order of their seniority standing, as they would have stood to work, beginning April 6, 1961, and for each subsequent date so long as the violation exists, be allowed one day at the appropriate yardmaster rate on account of the abolishment of the yardmaster position at Chanute, Kansas, and the work turned over to others outside the scope of the Agreement.

**EMPLOYES' STATEMENT OF FACTS:** Prior to April 5, 1961, the yardmaster positions established around-the-clock, commencing tour of duty 6 A. M., 2 P. M., and 10 P. M.

Effective April 4 and 5, 1961, the yardmasters' positions were changed as indicated by Yardmasters' Advertisement No. 1 attached hereto as Exhibit "A," the net result of which was to eliminate one yardmaster position at Chanute.

**POSITION OF THE EMPLOYES:** The position of the Employees and the record of the handling of this dispute is evidenced by the exchange of correspondence on the property, reproduced as follows:

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe Local Lodge No. 50

April 6, 1961  
Oakwood Heights  
RFD #3  
Chanute, Kansas

Mr. L. Cena  
Superintendent Santa Fe Railway  
Arkansas City, Kansas

Dear Sir:

Due to the abolishment of the first trick yardmaster at Chanute, I am claiming a days pay for a yardmaster, starting April 6 and all

subsequent days, until trick restored. I claim this time in favor of C. D. Hanson and C. W. Heaton. Seniority permitting and for which one stands in line for it.

This is in violation of Article I Section 1-b of the yardmasters agreement. Also in violation of the Santa Fe Arbitration Agreement, 57, of March 6-21, 1946.

There is no basis for the abolishment of a yardmaster trick here. This station has had an increase in revenue all three months of this year over last. It is impossible to give the service to these industries, without a yardmaster on duty to handle the work.

I trust you will get behind this and get this yardmaster trick restored right away.

Respectfully yours,

/s/ Ralph E. Fleming  
Ralph E. Fleming  
Local Chmn. & Vice Gen. Chmn. of RYA

cc-Mr. E. P. Wine  
General Chairman RYA"

Letterhead of

RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe LOCAL LODGE No. 50

C O P Y

Office of Superintendent  
Arkansas City, Kansas

April 21, 1961  
TK 2787

Mr. R. E. Fleming  
Local Chairman RYA  
231 South Wilson  
Chanute, Kansas

Dear Sir:

Your letter April 6th regarding claims you are making in favor of C. D. Hanson and C. W. Heaton account of abolishment yardmaster's position at Chanute.

It is noted that you are claiming a violation of Article I, Section 1 (b) of the current yardmaster's agreement. Which section is from Arbitration award No. 57 of March 21, 1946 and identified by '(\*)' in the current yardmaster's Agreement.

Please advise in what particular you consider the above cited schedule provision was violated as obviously the reason given in your letter, viz.- '. . . increase in revenue all three months of this year over last.' Would constitute no basis for the claim.

Yours truly

/s/ L. Cena"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)  
"Santa Fe Local Lodge No. 50

April 25, 1961  
Oakwood Heights  
RFD #3  
Chanute, Kansas

Mr. L. Cena  
Superintendent Santa Fe Railway  
Arkansas City, Kansas

Dear Sir:

Your letter April 21 under file TK 2787. Please let's refrain from jokes in this matter. You know very well the increased revenue over last year, has not one single thing to do with the violation. I mentioned it to let you know that I know that there has been no lost time here to warrant pulling off a trick. What you have done is pull off a yardmaster and now have a clerk and agent doing the yardmaster's work. The clerk has become so harrassed and tense, over the work that he has resigned. These Yardmaster jobs are not easy. I have seen a lot of good men give them up over the years.

My claim is based on the violation of Article i, Section 1-b. This you are doing by having the Agent and clerk do yardmaster work, also abolishing a yardmaster trick. As far as the Arbitration award No. 57, You are using an agent at Chanute to do yardmaster work, also a yard foreman doing yardmaster work at Chanute, and claiming time for it. This is itself a violation of the Award No. 57. Claims are continuing from April 6, also subsequently until trick restored and satisfactory settlement made of claims.

If you would like a conference on this case, with the General Chairman and myself, please advise.

Respectfully yours,

/s/ Ralph E. Fleming  
Ralph E. Fleming  
Local Chmn. RYA"

Letterhead of  
THE ATCHISON, TOPEKA and SANTA FE RAILWAY COMPANY  
Eastern Lines  
Office of Superintendent  
Arkansas City, Kansas  
L. Cena, Superintendent

"May 5, 1961  
TK 2787

Mr. Ralph E. Fleming, Local Chairman RYA  
231 South Wilson  
Chanute, Kansas

Dear Sir:

Your letter of April 25 regarding the claims in favor of C. D. Hanson and C. W. Heaton in seniority order for one day starting April 6 forward, account abolishing yardmaster's position at Chanute.

I find no violation in Article I Section 1(b) of the Agreement and the claims are respectfully declined.

Yours truly,

Cena"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)  
"Santa Fe System LOCAL LODGE NO. 50

611 Glenwood Avenue  
Independence, Missouri

May 26, 1961

Mr. L. M. Olson, General Manager  
AT&SF Railway Company  
Topeka, Kansas

Dear Sir:

I have appealed to me for handling with your office claims in favor of yardmasters C. D. Hanson and C. W. Heaton of Chanute, Kansas, beginning April 6, for one day and for each subsequent day so long as the violation exists, these men in Seniority order as their seniority will or would permit them to work on each of these days, due to the abolishment of the yardmaster position at Chanute, Kansas, which formally worked 6:00 A. M. to 2:00 P. M. These claims from the adverse decision of Superintendent Cena, his file, TK 2787.

Article I, Section 1b, of the current Yardmasters Agreement states that, 'Other properly authorized representatives of the company, including General Yardmasters referred to in Section 2a of this Article I, may, incidental to their other duties, perform in any seniority districts duties performed by yardmasters so long as such performance does not result in the elimination of a yardmasters position.' By the elimination of the yardmaster position management has forced other representatives to do yardmaster work at Chanute. This violation is taking place daily among the clerks, the Agent, the trainmaster, etc. By the use of these other so called authorized representatives the management is maintaining the elimination of the yardmaster position at Chanute. This very maintenance of a yardmaster position at Chanute by the use of these so-called other authorized representatives, is a direct violation of Arbitration Award of March 11, 1950, wherein it was stated that, 'The use of others to perform yardmaster work which will not allow a yardmaster put on because of this work may be considered the same as the use of other representatives to eliminate a yardmaster position.'

There is a daily quantity of evidence in our possession, which will be presented to you upon your desire to settle this and reinstate a yardmaster position at Chanute and more being collected each day to the effect that others than yardmasters are doing yardmaster work and thereby maintaining the elimination of the yardmaster position.

Please handle these claims for immediate payment and reinstatement of the yardmaster position at Chanute.

Yours truly,

/s/ E. P. Wine,

cc: Mr. L. Cena, Superintendent AT&SF Railway Company, Arkansas City, Kansas

Mr. R. E. Fleming, Local Chairman, Oakwood Heights, RFD #3, Chanute, Kansas

Note: Mr. Cena please note this appeal.  
EPW/gac"

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
EASTERN LINES

L. M. Olson  
General Manager  
S. S. Rose,  
Asst. to General Manager  
M. H. Coble,  
Asst. to General Manager  
Henry Schulteis, Jr.  
Asst. to General Manager

J. B. Noe,  
Asst. General Manager  
Eastern District  
J. E. Lester,  
Asst. General Manager  
Western District

Mr. E. P. Wine,  
General Chairman, R. Y. of A.,  
611 Glenwood Avenue,  
Independence, Missouri.

"Topeka, Kansas,  
June 6, 1961  
YM-20.5-109

Dear Sir:

Referring to your letter of May 26, claims of Yardmasters C. D. Hanson and C. W. Heaton, Chanute, April 6, 1961 forward:

Concerning that contained in the last paragraph, page 1, of your letter, any evidence you have in your possession which you feel substantiates these claims should be furnished in order that a proper evaluation thereof may be made.

Yours truly,

/s/ L. M. Olson"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe System Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
June 10, 1961

Mr. L. M. Olson, General Manager  
AT&SF Railway Company  
Topeka, Kansas

Dear Sir:

In regards to your letter of June 6, 1961, recognizing claims of yardmasters C. D. Hanson and C. W. Heaton of Chanute, Kansas.

under your file, YM-20,5-109, and your request in the second paragraph of that letter. Following is a list of the activities known of those outside the yardmaster class performing yardmaster duties due to the abolishment of the yardmaster position at Chanute day-lights.

On April 6, 1961, the first day of the abolishment of the yardmaster position at Chanute, trainmaster Gibson put out the following circular, 'train and enginemen, trains 77 and 78; on arrival train 78 at AU junction you should call telegraph operator for check on first class trains and secure information as to what track you are to use. Signed M. W. Gibson, carbon copies to M. W. Mowrey and M. T. Phillips.' This quotation in itself and circular instructs daily violations of the yardmasters agreement as this had previously been handled by a yardmaster and though I will point out that it is a minor thing as to minutes involved concerned with the other evidence that I will furnish in this letter it is of an overall nature of other crafts handling yardmaster work. Again I want to point out that this is a daily violation.

On April 6, 1961, Agent Mowrey took orders for cement hoppers from Fordonia and left for the night yardmaster. This work had formally been done by the day yardmaster. On same date at 12:23 P. M. agent Mowrey sent message to number 85 to go track number 8. On the same date Agent Mowrey instructed switchman Speary at 8:30 A. M. to switch 14 cars off Mid American Refinery and Katy connection. At 10:30 A. M. clerk Oliphant instructed foreman Speary to spot 4 empty box and six hoppers at Pan and six box and 4 hoppers at cement plant. And to pull empty box at consolidated. At 10:20 A. M. clerk Oliphant gave switch list to conductor Speary instructing him to switch north end of 14 track, 20 cars after pulling plants at 2:30 P. M., Agent Mowrey, instructed switch foreman Riker to switch number 96 train, 19 cars. This work all formerly handled by daylight yardmaster there at Chanute.

On April 7, 1961, yard clerk Oliphant at 9:30 A. M. told engine foreman Speary to pull empty box off team track and take to AG. At 11:10 A. M. yard clerk Oliphant instructed foreman Speary to get six hoppers and 4-40 ft box to AG. At 11:55 A. M. yard clerk Oliphant instructed engine foreman Speary to take 9 cars to MKT connection. At 12:45 yard clerk Oliphant instructed engine foreman Speary to pull hoppers off the Y. At 1:00 P. M. agent Mowrey instructed engine foreman Speary to switch 14 cars off of train number 86 and marked up list. At 1:45 P. M. Agent Mowrey instructed yard foreman Speary to pull 11 cars from MKT transfer and pull into yard. At 2:30 P. M. upon going to duty engine foreman Riker was given by clerk Oliphant 19 cars listed to switch off of number 86, 7 cars listed to switch off of number 78, and 9 cars listed to switch off of MKT connection. Upon arrival to work 4:00 P. M. yardmaster was given turn over of yards by yard clerk Oliphant showing number 4 track with 2571 and 3057 and 2676. Track number 5 3647, track number 6, 458, track number 7, 2171, track number 8, 85 pull up and stop at north end. Track number 11, empty coal, track number 12, bad orders, track 13, empty box, and 2194, track number 14, empty covered hoppers, track number 15, 3106-38535-and 3128 block. Also left information that in the past was empty coal and empty stock, rip one and three were ok to pull and in the coach track there was a way car. All of this work on this date was

worked formally performed by yardmasters and in abundance supply for yardmaster to be on duty and keep busy.

On April 8, 1961, between the hours of 8:00 A. M. and 2:30 P. M., engine foreman Speary was instructed to take one car off of number 11, and two off of number 16, to the MKT, spot 12 empty coal cars at Ashgrove, and to pull three loads from Ash Grove, spot 1 empty from pocket to Neosho Fertilizer and bring back empty Sal 18224 and put on number 12. Also instructed foreman Speary to drag rip 4 and rip 3 and shove in number 5, set Wex 66413 and spot on six south track, get 33 bad orders off number 12 and set rip 1 and west wax, pick up dead engine and take to round house, to switch 16 cars off of north end of number 4 track giving complete list and marking list, and to switch five cars off of north end of number 16 track. Also at 2:30 P. M. the yard clerk instructed foreman Riker to pull Katy connection a total of 16 cars and switch. The yard clerk left turnover for 4:00 P. M. yardmaster showing consist of various tracks and also showing rip 1 set with 33 cars and rip 2 and 3 clear. All of this work is yardmaster work and formerly handled by that class and craft.

It is a known fact that the yard clerk Oliphant who was doing all of this work at that time on April 8, worked 50 minutes overtime and came in on Sunday and worked from 8:30 A. M. to 11:30 A. M. to catch up on his clerks work due to the yardmaster position having been abolished and the yard clerk doing the yardmasters work his own work was suffering. In so far as anyone knows this work was done free, overtime, and working his day off.

The above evidence was given on the first two or three days that the yardmaster job was abolished at Chanute and the idea might take place that this would stop. I will herewith give evidence showing that it is continuing by giving you days of a month or more later.

After completeing work that was left under instruction by the night yardmaster for the 6:30 A. M. engine following information and instructions was given to engine foreman Speary by yard clerk Diamond. At 11:40 A. M. on May 2, 1961, yard clerk Diamond instructed engine foreman Speary to switch 9 cars off rip number 4 and marking list. At 12:20 A. M. yard clerk Diamond instructed foreman Speary to switch 29 cars off north end of number 10 track and tracks wherein to put the cars at 1:00 P. M. on May 2, 1961 yard clerk Diamond instructed foreman Speary to switch 30 cars off of yard number 6. Upon going to work at 2:30 P. M. on May 2, 1961, engine foreman Riker was instructed by yard clerk and Agent on work to do before the yardmaster came to work at 4:00 P. M. which included pulling one car off of house number 3 and weighing, switching 7 cars off north end of number 11, switching number 78 train which consisted of 12 cars, and pulling 18 cars from the MKT connection and switching as list marked by the agent and yard clerk. All of this work is yardmasters work and formerly performed by that party.

On May 9, 1961, two extra trains were called and run between 6:00 A. M. and 2:00 P. M. and the board was marked up by the agent or the clerks, this work of calling the trains was formerly performed by the yardmaster. Also on that date clerk Crumrine marked up the board for yard and road work and marked off Mr. E. K. Condon by the authority of M. W. Gibson. Also on this same date May 9, 1961, yard clerk Diamond instructed engine foreman Speary in switching number

19 and number 2 and 11 track, placing a weight car 1735 and removal of 10 covered hoppers for 2095 from track 14, these instructions given at 9:00 A. M. Also on this same date yard clerk Diamond instructed the engine foreman Speary to switch 22 cars off north end of number 6, spot one car on north end of team track off of number 15, and to switch 12 cars off number 9 and spot CNW 74182 to consolidated. These instructions given 10:30 A. M. on this date. These instructions and work done is an substantial amount and was formerly done by yardmasters. As you can well see from this date by the calling of two extra trains which was formerly handled and is on the night and afternoon trick handled by the yardmaster and the various work supervised by yard clerk and agent, and trainmaster in this period of time was sufficient to require a yardmaster on duty.

As stated before there is an abundance of evidence meaning evidence for each day that this yardmaster job has been abolished showing that the yard clerk, the agent, the operator, and the Trainmaster are performing yardmaster work and this is a definite violation of Article I, Section 1b, of the Yardmasters Agreement. As stated before this evidence is complete and in my possession and will be shown to you at any time upon your desire to settle this claim and reinstate the yardmaster position at that point. I have given examples here of work done on days picked at random and not on heavy days, in fact you will notice that on the last two given with the abundance of work performed was on Tuesday which is commonly known as a light day of the week on the Santa Fe. Please handle for payment of these claims for all of these days and the establishing of a yardmaster position at Chanute.

Yours truly,

/s/ E. P. Wine  
E. P. Wine  
General Chairman

EPW/gac"

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
EASTERN LINES

L. M. OLSON  
General Manager  
S. S. ROSE,  
Asst. to General Manager  
M. H. COBLE,  
Asst. to General Manager  
HENRY SCHULTEIS, JR.,  
Asst. to General Manager

J. B. NOE,  
Asst. General Manager  
Eastern District

J. E. LESTER,  
Asst. General Manager  
Western District

"Topeka, Kansas,  
July 12, 1961  
YM-20.5-109

Mr. E. P. Wine,  
General Chairman, R. Y. of A.,  
611 Glenwood Avenue,  
Independence, Missouri.

Dear Sir:

Referring to your letter of May 26, claims of Yardmaster C. D. Hanson and C. W. Heaton 'in Seniority order as their seniority will or would permit them to work', April 6, 1961 forward:



These claims are not valid under Article V(a) of the Agreement of August 12, 1954.

Additionally, and without receding from the foregoing, it is desired to call attention to the fact there is only one engine on duty on the first trick at Chanute, and the work formerly performed by the yardmaster, not all of which was exclusive to those of the yardmaster craft, required only a small fraction of his time on duty. Therefore, the Carrier, in the exercise of its prerogative expressed in Section 1(a) of Article I of the Agreement, made the determination that there was and is not now sufficient yardmaster work at Chanute to justify maintaining the yardmaster position in question.

The claims are respectfully declined.

Yours truly,

/s/ L. M. Olson"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe System Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
August 2, 1961

Mr. L. D. Comer, Assistant Vice-President  
AT&SF Railway System  
80 E. Jackson Blvd.  
Chicago, Illinois

Dear Sir:

I am appealing to you, from the adverse decision of Mr. Olson, his file, YM-20.5-109, claims in favor of Yardmasters C. D. Hanson and C. W. Heaton of Chanute, Kansas, for one day each date for the senior man available to work of these two beginning April 6, 1961, and all subsequent dates until the restoration of the day yardmaster position at Chanute, Kansas.

Effective April 6, 1961, the yardmaster position on the daylight trick (6:00 A. M. to 2:00 P. M.) was abolished at Newton as per bulletin enclosed, and this work performed by the Agent and his forces meaning various clerks. After the appeal of this claim to Mr. Olson, he asked for evidence sustaining our claim and I furnished it for him of several days involved in April of 1961 showing that others than yardmasters were doing yardmasters work. I am enclosing a copy of that evidence issued to Mr. Olson and addressed to him to go a long with your files sustaining our position. I wish to add that I have in my possession and will forward at an early date evidence showing that each day, considerable work is being handled by the Agent and clerks of the yardmaster variety in instructing engines in the work to do, taking orders formerly taken by the yardmaster and various other details especially the marking of the board at Chanute which has been the yardmaster work for several years.

Mr. Olson in denying the claim states that the yardmaster work was not sufficient to keep a yardmaster on duty but the evidence enclosed and that which I will furnish will show that each day five or six hours a day is consumed by the Agent and clerks in doing yardmaster work, with possibly the trainmaster cutting in at times.

This claim is due to managements violation of Article I, Section 1b of the current yardmasters Agreement. Please arrange for payment and restoration of this yardmaster position at Chanute, Kansas.

Yours truly,

/s/ E. P. Wine  
E. P. Wine,  
General Chairman

cc: Mr. L. M. Olson, General Manager  
Mr. R. E. Fleming, Local Chairman"

Letterhead of

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY SYSTEM  
PERSONNEL DEPARTMENT

Railway Exchange, 80 E. Jackson Blvd., Chicago 4

"August 4, 1961  
170-1-2-41

W. L. MORE	Assistant Managers of Personnel:
VICE PRESIDENT	R. J. VANDERZYL
L. D. COMER	E. J. DROEGEMUELLER
ASST. VICE PRESIDENT	A. F. YOUNGBERG
A. D. STAFFORD	W. M. NOLAN
MANAGER OF PERSONNEL	L. P. RICKS

Mr. E. P. Wine, Gen. Chairman  
Railroad Yardmasters of America  
611 Glenwood Avenue  
Independence, Missouri

Dear Sir:

This will acknowledge receipt of your letter of August 2, 1961, appealing claim in behalf of Yardmasters C. D. Hanson and C. W. Heaton, Chanute, Kansas account alleged abolishment of 6:00 A. M. 2:00 P. M. yardmaster position effective April 6, 1961, and performance of such work by others.

After I have had an opportunity to obtain and review the facts in this claim, I shall communicate with you further.

Yours truly,

/s/ L. D. Comer"

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY SYSTEM  
PERSONNEL DEPARTMENT

Railway Exchange, 80 East Jackson Boulevard, Chicago 4

W. L. MORE	ASST. MANAGERS OF PERSONNEL:
VICE PRESIDENT	R. J. VANDERZYL
L. D. COMER	E. J. DROEGEMUELLER
ASST. VICE PRESIDENT	A. F. YOUNGBERG
A. D. STAFFORD	W. M. NOLAN
MANAGER OF PERSONNEL	L. P. RICKS

"August 22, 1961

Mr. E. P. Wine, General Chairman  
Railroad Yardmasters of America  
611 Glenwood Avenue  
Independence, Missouri

Dear Sir:

I have yours August 12 in which you request conference for the purpose of discussing the following claims, which I will merely identify by file numbers as you did in your letter:

170-1-2-36	170-4-5-B-4
170-60-6	170-1-2-40
170-1-3-6	170-1-2-41
170-2-6-37	170-1-2-42
170-1-2-35	170-1-3-7
170-1-3-4	170-1-2-43
170-1-3-5	170-1-2-45
170-1-3-3	170-1-2-44
170-1-2-34	170-1-2-39
170-4-2-E	

Both Mr. Vanderzyl (who will represent me if I cannot meet you personally) and I have been engaged to full capacity on other assignments. I have to suggest 10:00 A.M. Monday September 18, or if you prefer not to leave home on Sunday evening, Tuesday September 19 will do just as well.

Please advise.

Yours truly,

/s/ L. D. Comer"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe System      Local Lodge 50

611 Glenwood Avenue  
Independence, Missouri  
September 27, 1961

Mr. L. D. Comer, Assistant Vice-President  
AT&SF Railway System  
80 E. Jackson Blvd.  
Chicago, Illinois

Dear Sir:

As stated in my original claim to you for yardmasters at Chanute, Kansas, due to the abolishment of position at Chanute and the violation

of Article I, Section 1b, of the Yardmasters Agreement which case is now under your file, 170-1-2-41, I said at that time that I would furnish you evidence at a future date. This I will do in this letter and following correspondence.

On the working day of April 10, 1961, Agent Mowry instructed engine foreman Speary to pull the Wye to 14 track at 8:50 A.M. On the same date yard clerk Crumrine instructed engine foreman Speary at 10:30 A.M. to get 10 air dumps off of the north end of number 11 to the north end of number 5. On the same day at 9:20 A.M. agent Mowry instructed engine foreman Speary to deliver 4 cars to the Katy connection off the north end of 14 track and to pull and set the new trailer dock turning Santa Fe 90055 on table and setting back. On the same date at 11:50 A.M. yard clerk Crumrine instructed engine foreman Speary to set company sand on the north end of the pass and switch out Santa Fe 186495 to light way and restencil, also instructed engine foreman Speary to take the loads off the north end of number 8 to ash grove and to double 10 empty covered hoppers into the north end of 10 ahead of weight cars for the Fredonia turn. On the same date agent Mowry instructed engine foreman Speary to work to switch work extra off of number 2 track, extra 2862 marking tracks for placement of cars on the switch list instructing in the switching.

On the working day April 11, 1961, R. A. Sandage, extra switchmen deadheaded in from Tulsa on 212 marked on extra board by agent Mowrey. Also trainmasters clerk called switchman W. E. Day to dead head to Coffeerville to protect 1:30 P.M. trick account of switchman Hurst off sick. Also on the working day April 11, 1961, yard clerk Olivant gave switchman Speary a switch list of number 78 on number 2 track and marked the list up for the several tracks to put the cars into. On the same date agent Mowrey instructed at 9:30 A.M. switchman Speary to get 14 cement box off of number 13 and 10 empty cement hoppers off of number 14 for the Ash Grove plant. Agent Mowrey instructed Speary after spotting the Ash Grove to get a car pulled off of rip 1 and shift which had been bad ordered. Also on the working day April 11, 1961, switchman Speary was given a switch list off 30 cars of the rip track which he switched out before going home.

On the working day of April 12, 1961, yard clerk Olivant gave switchman Speary lists to get four box cars off of number 13 and 4 off of 14 and take the Ash Grove cement plant, 4 for the plant and 4 for the pass. Also on working day April 12, 1961, yard clerk Olivant gave switchman Speary list of number 18 track to get one car and spot to east store house. Also get new cars out of store house and put one to 12 and one to 11. Also switch the oil rack at the round house then getting empty box off of house three and putting it in north end of number 6 for Kansas City.

On the working day of April 13, 1961, yard clerk Olivant marked up switch list of number 78 train with 27 cars which were switched out and put away, list given to him at 11:30 A.M. On the working day of April 13, 1961, agent Mowrey gave a switchman Speary a list of 6 cars from the Katy which were put away in different tracks, also three cars from the North Refinery which were put away, also instructed to get 5 cement hoppers off of number 14 for the Fredonia turn on number 10 track. On the working day of April 13, 1961,

agent Mowrey instructed switchman Speary to get 2 cars off of north end of 11 and put to the south end of 11, also pull 6 cars off of number 2 track weight one and put the others into 4, 12 and number 3. On the same day yard clerk Olivant at 12:45 A. M. gave switchman Speary list of team track which was a switch out of number 5 and number 12. Also at the same time 12:45 P. M. switchman Speary was given list by yard clerk Olivant to weight three cars of company sand and unload on the pass and put the emptys in the north end of number 7 for Mulvane. On the same day at the same time 12:45 P. M. yard clerk Oliphant gave Speary lists to switch the north end of number 2 track and weigh one and put two cars into the number 10 for Humboldt.

On the working day April 14, 1961, yard clerk Oliphant gave switchman Speary a list of the rip track from the preceding day and to switch out 5 empty hoppers for Iola double in behind 1 on number 88 train. On the same day Oliphant yard clerk gave switchman Speary lists at 9:30 P. M. of number 78 train consisting of 7 cars to switch out and put away and spot the weight car in front of depot to load papers. On the same day yard clerk Oliphant gave switchman Speary at 21:50 P. M. lists to switch car off of number 2 and weigh. Also light weight an empty stock car off of north end of number 11. Also light weight an empty box car off of north end of number 17 spot the empty stock car on the pass to be sanded and the box car in the north end of 17 to restencil. Also at the same time switchman Speary was given a list of previous rip track by yard clerk Oliphant consisting of 20 cars which he switched out and put away before tying up.

On April 15, 1961, D. G. Statacost marked up to yard clerk Oliphant at 1:00 P. M. from coming in from being sick. On the working day April 15, 1961, switchman L. B. Wilson was given list of part of number 86 train by yard clerk Oliphant and was switched out and finished up making 86. Also at 12:45 P. M. switchman Wilson was given list by Oliphant of number 78 train consisting of 25 cars which he switched out and put away. On the same day switchman foreman Rodgers was given the following information from the yard clerk Oliphant. Put number 88 way car on the south end of 6 and four cement hoppers from Ash Grove put on the pass, get cars from Ash Grove including the shale cars and leaving in number 16 track, switch the Mid-America refinery and pull the Katys from the connection. Also pull 27 cars off of number yard 12 and spot rip number 3.

On April 17, 1961, yard clerk Oliphant at 12:10 P. M. gave switchman Speary list to get grain car off of south end of 19 and spot to the Browser Grain Company. Also bring two other grain boxes down and put on the north end of number 6 then get 5 cement boxes off of number 13, 5 cement hoppers off of number 14 and put on number 10 for Fredonia. Then bringing number 78 way car down and spotting on front of depot. On the same day trainmaster M. W. Gibson put out the following bulletin number 532, bulletin number 5 Cassel, Chanute trains arriving either from Fredonia or Gerard district must have registered check on the third district before occupying main track at AU junction. Registered check may be obtained from the operator at Chanute, telephone located near main track switch at AU junction, bulletin approved by L. Cena, Superintendent at Arkansas. Also on this day yard clerk Oliphant marked up the rip track number 1 list

consisting of 34 cars was given to 2:30 switch foreman Mr. George W. Rodgers.

On April 18, 1961, yard clerk Oliphant marked off extra brakeman H. Burgden at 10:20 A.M. On the same day agent Mowrey instructed switchman Speary to switch 151225 off of number 10 behind number 16 cars and take to Ash Grove Cement plant, also 10 cement boxes off of number 13 track and putting 4 on the pass and 6 in the plant, also getting 12 cement hoppers off of 14 putting 6 on the pass and 6 in the plants. On the same day yard clerk Oliphant instructed switchman Speary to get 15 cement hoppers off of the wye and put the number 14 in, also empty box and put the number 12. Also instructed switchman Speary to get grain box off of number 10 and take to the Browser grain company picking up one load 92, 38, and put into number 17 to be weighed. Also switchman Speary was instructed to get an empty coal car off of house 3 and spot to the main street dock for scrap loading then bring number 78s way car off of number 1 down to the coach track. Also at 12:25 P.M. Oliphant instructed switchman Speary to get two cars off of number 78 train putting one at north end of four and one in the north end of 12. Also on this same day yard clerk Oliphant instructed engine foreman Riker to take the cars off of number 9 down to the Katy connection, also pulled the Katy connection two cars putting in the north end of 13. Also instructed take engine 2250 to the house.

On the working day April 19, 1961, yard clerk Oliphant gave switchman Speary following lists. Get 7 empty cement hoppers off of number 14 for Humboldt and put on number 6 track. Get 9 cement hoppers off of wye and one off of number 14 for Ash Grove. 9 box cars off of north end of number 14 for Ash Grove putting 11 of the cars on the pass and 8 in the plant also pick up the empty shale cars and spot to Ash Grove pit. Same day at 12:40 P.M. yard clerk Oliphant gave switchman Speary a list of rip track from the previous day consisting of 28 cars which he switched out and put away, also gave list number 78 train consisting of three cars and a way car putting the three cars to number 6 and spotting the way car in front of the depot.

On the working day of April 20, 1961, Agent Mowrey instructed foreman Speary to get 6 covered hoppers for Humboldt 14, 28 empty box on 7 for Newton, 4 hoppers and four box for the plant and 6 hoppers and 4 box for the pass at Ash Grove plant. On the same date yard clerk Oliphant instructed engine foreman Speary to come down and weigh on number 15 and switch the cars 22 to 17, 3 to 5 and 1 to number 7. Also instructed engine foreman Speary to switch rip 3 11 cars. At 11:50 A.M. clerk Oliphant instructed engine foreman Speary to switch north end of number 6 rip cut from a previous day marking lists for tracks for him to put the cars into and placement of same. At 2:30 P.M. agent Mowrey instructed engine foreman Riker to switch house spur spot the car of fertilizer to Neosho Fertilizer Company and pull ash groves shale to number 16, get way car 1831 and put on number 5 and one car Santa Fe 92814 from trailer dock and put on 5 on top of the way car, switch 9 cars from the Katy and five cars from Mid-America Refinery. Left turn over for 4:00 P.M. yardmaster lining up cars of tracks in tracks and what was industries.

On the working day of April 21, 1961, at 8:45 A.M. agent Mowrey had engine foreman Speary get a Iola Gyp out of the north end of

number 4 and line up for number 86. At 9:15 A.M. agent Mowrey instructed engine foreman Speary to line up two hoppers for Iola, 9 Humboldt, 4 for Fredonia and 6 for Ash Grove. Pull the clean hoppers off of the wye and switch out MKT hopper for the connection. And take 6 hoppers and four box to pass at Ash Grove if there is room, otherwise place them in the plant. 12:05 P.M. clerk Oliphant lined up engine foreman Speary to switch train number 78 extra 2657 and set caboose to spot.

On the working day April 24, 1961, yard clerk Crumrine gave switchman Speary a list of 78 trains and marked up making two pulls, switching a west stuff to 7 and Kansas Citys to 6, St. Joes to 5, and way loads to number 15, second pull consisted to 20 cars of shat and switched to track number 3, 1:15 P.M. switchman Speary was lined up by the yard clerk Crumrine to pull 10 cars off of the Katy connection switched out as follows. 9, 7, 13, 7, 13, 7 and 9, get the shale at the spot and leave in number 16 track, also get 5 box cars off of 13, 5 empty hoppers off of 14, and put in number 11 tracks for Fredonia. Switchman Speary then made a turnover to switchman for the 2:30 track, Mr. L. A. Allen.

On the working day of April 25, 1961, agent Mowrey lined up switchman Speary for the following work. Switch 50-ft. box car out of number 8 track, 13 from the north end for Ash Grove. Get 10—45 ft. box cars off of number 13 for Ash Grove putting 6 in the plant four on the pass, also 10 empty hoppers off number 14 putting 6 in the plant 4 on the pass spotting a high wide load for Ash Grove dock on high line. Also lining up three empty hoppers for the Iola on number 86. On the same working day A. O. Diamond yard clerk lined up switchman Speary at 10:05 A.M. to switch a rip track from the previous day consisting 33 cars making the pull in two different pulls and lining up in the pocket 13, 7, 8, pocket 7, 13, and so forth. On the same working day A. O. Diamond, yard clerk lined up switchman George W. Riker to switch number 78 train making its 7, 12, 13, 7, 6, 12, and 13, and spotting the way car on the coach track in front of the depot then gave Riker a list to pull rip number 3 at the south end of the yard and getting 18 cars off of the wye which was put away into number 13, number 7, number 6 for Kansas City, and 13.

On April 26, 1961, Speary was given a rip track and on the previous day consisting of 24 cars switching out this cut and taking four hoppers to the plant and 4 cement blocks to the plant for Ash Grove. Also on this same day Agent Mowrey ordered an 3:30 crew marking up the board as it then stood. On the same working day the yard clerk Oliphant lined up the 2:30 Switch engine to switch number 16 track making 4 cars to the Katy connection and 4 cement box to Ash Grove pass and pulling 5 cars from the MKG connection putting away number 13 and number 15. Also same day agent Mowrey instructed the 3:30 P.M. foreman Baily to switch 88215 out of the south end of 5 to use for shale loading and also put 280547 from the shale cars to number 12 and take the shale cars to the pit switched empty box car out of the old fertilizer company and put to the south end of number 12.

On the working day April 27, 1961, yard clerk A. W. Diamond gave switchman Speary lists of the wye to pull and switch out lining

up four hoppers for Humboldt putting three Frisco in number 15 and putting 6 clean hoppers in 14. On the same working day at 12:05 P. M. A. O. Diamond instructed switchman Speary to switch the north end of 11 putting some light wear into number 15, a 50-ft box for Ash Grove and switching a Katy into north end of number 13 taking 28 box to the wye to clean. Switchman Speary instructed to line up 8—40 ft box to Ash Grove putting 2 in the plant, 4 to the pass and 1—50 ft. box in the pass and two empty cement hoppers to the pass on return movement getting an empty hopper out of Meyers Ready Mix. On the same day yard clerk A. O. Diamond instructed the 2:30 Switch foreman to pull the trailer dock and get 92809 and put the north end of 3, also switch empty flat car out of the house 3 for number 12, also pull RG 12299 from the Self Service Grocery spot also getting Coffeyville 18850 off of the pocket and put to number 15 then pull the Mid-America Refinery one car and put to north end of three, also pulling the Katy connection in consisting of 8 cars at the same time and putting away. The 2:30 engine crew was instructed to light weight cars in 15 putting empty stock cars in the pass for sanding and 2 box cars in the north end of 17 for restenciling. Also on this same day agent called an extra 4:00 P. M. crew and marked up the board accordingly.

On the working day April 28, 1961, A. O. Diamond, yard clerk gave switchman Speary at 10:35 A. M. a list of number 11 track consisting of about 30 cars to switch a bunch of O.K.s out for Collinsville, a bunch of clean hoppers into 14 and a bunch of cleaners to switch out to the wye. At 12:15 P. M. same working day yard clerk Diamond gave switchman Speary a list of the team track to switch out also switching a Coffeyville and spotting up the oil spur at the round house. Also same working date at 1:15 P. M. switchman Speary was given list by A. O. Diamond of number 78s train extra 2754 consisting of 18 cars which were switched out and put away and spotting way cars to the coach track when tying up. On the same working day yard clerk Diamond instructed the 2:30 foreman George Riker to switch house one putting cars 6 to 19 and 1 to 12. Also was instructed to pull the Katy connection putting cars to number 11, number 7, and number 12. On the same working day Agent Mowrey marked W. E. McCoy off on account of miles and wrote down in the book at 11:10 A. M.

On the working day of May 1, 1961, yard clerk Crumrine gave switchman Speary the following instructions. Shove the Self Service Canned Goods to the north door, switch KCS empty flat car on east Newt to the bad order track number 12, get 5 dirty hoppers off of number 14 and go ahead on head engine of number 86 for Iola. Also on the same working day agent and yard clerk called an extra crew to make a Fredonia turn. A board was marked up accordingly. On the same working day A. O. Diamond yard clerk gave switch foreman George Riker a list of 78's train consisting of 19 cars to switch out and put away spotting the way car back to the stock in front of the depot. Riker was also then instructed to pull the Katy connection and switch the Wellingtons car into number 13 behind the cement box.

On the working day May 3, 1961, yard clerk A. O. Diamond gave the rip list consisting of 35 cars to switch foreman Speary at 11:50 A. M. consisting of 35 cars to switch out and put away. Also on this same working day the 2:30 yard engine was given a rip list from the previous day consisting of 28 cars which were marked up by the



yard clerk to switch out and put away. Also the same working day connection consisting of ten cars putting into 11, 7, 11, 7, 11, and 7, and 11.

On the working day May 4, 1961, yard clerk A. O. Diamond gave switchman Speary the following work, switch Self Service Warehouse number 2 putting empty box to number 12, pulling empty box car off of team track putting in number 12, switching three cars off of the north end of 11, putting 2 to 15 and 1 to 10. On the same day switchman Speary also given information from yard clerk A. O. Diamond to switch north end of rip 4 getting wheel car 109596 and putting in north end of number 5, also pulling trailer car off of the coach spur and lining up in the north end of number 4. On the same working day of May 4, 1961, yard clerk A. O. Diamond lined up the following work for the 2:30 switch crew, Mr. George Riker foreman lined up the following work for the 2:30 switch crew, Mr. George Riker foreman switching house 1 putting a toaster car to number 9 and spotting one car back, pulling a toaster coal car from the north end of 10 setting it to number 9, also switching a Mid-America Refinery getting one car off for Kansas City and 3 cars off of the Katy connection putting 2 to 11 and 1 to 14. Yard clerk Diamond then gave the 2:30 crew, George Riker foreman the list of number 78's train consisting of 29 cars switching some company chat to number 3, Fredonia cars to number 10, some Kansas City to number 6, Wichita to 7, Topeka to 5, and Humboldts to 11, and a bad order box to 12.

On the working day May 5, 1961, yard clerk marked off switchman George W. Riker and called an extra man in his place and marked up the board. Also on the working day yard clerk Diamond gave E. O. Anderson extra switch foreman a list of number 78's train consisting of 6 cars switching one to 12, 2 to 15 and a Kansas City to 6 and a way load to number 15 which he weighed and brought back to number 6, then spotting the way car 2066 in front of the depot. On the same working day yard clerk then gave E. O. Anderson instructions to pull a Katy connection and switch to Mid-America Refinery 2 cars for the west putting them to number 7 and cars from the Gate to 11, 7, 11, and 7.

On the working day May 8, 1961, agent Mowrey gave switch foreman Speary instructions to pull 25 cars off of the wye switching the clean cars to 14 and the bad orders to number 12. On the same working day switchman McElvy displaced E. A. Day off of 6:30 job at Coffeyville and the yard clerk Crumrine handed in the books. Switchman R. M. Barn has called in at 12:15 P. M. to yard clerk Crumrine and was marked on the board. Also same day extra switchman D. G. Miles was called to protect the Switch tenders job at Winfield, Kansas, driving to the job by auto. This was handled by trainmaster clerk. On the same working day several other bumps were handled by the trainmasters clerk and agent, G. E. Donovan displaced D. C. White, G. M. Nider displaced George W. Riker, White and Riker were notified by the agent, Riker went to the extra board and his conductor rights were restored.

On the working day May 10, 1961, instructions were issued to rent an extra turn to Independence, Kansas, and a list of 45 cars were given to switch foreman Speary by the yard clerk at 6:30 A. M. Also a list of the extra consisting of 38 cars which were lined up

for this extra Independence turn. Also instructions were issued at 1:30 P.M. to run a Fredonia turn when instructions were given to switch foreman Speary to line up hoppers and empty box cars and few loads for the Fredonia branch. Also same day an extra crew was called and ordered at 1:00 P.M. to deadhead to Winfield from Iola to protect train 92 and 91 under advertisement, crew would go on duty at 5:30 P.M. date agent Winfield would furnish caboose 2067 which 86's crew had left in Winfield the morning of May 5.

On the working day May 11, 1961, yard clerk A. O. Diamond gave switchman Speary number 87's list consisting of 51 cars which were marked up with instructions to switch out and put away. On the same working day May 11, 1961, a trainmasters clerk had an engineer called and a conductor called to deadhead to Tulsa by Iola to pilot a Frisco train from Tulsa to Cherryville. Also this same day a Fredonia turn was ordered for 1:30 P.M. worked train for 10:45 A.M. extra east for 11:10 A.M. number 86 extra east for 12:00 noon.

On the working day May 12, 1961, yard clerk Diamond gave the following instructions to switch foreman Speary switch a bad order tank 100318 from Mid-America Refinery take all of the cement boxes from number 13 track to Ash Grove also 16 empty hoppers to the Ash Grove plant, switching Iola car 32703 from the north end of 10 and giving Humboldt on number 86 up to 14 cement hoppers. Also same day switchman Speary was given list of the Ward Glass Company and industries to south edge of town consisting of 6 cars to switch out and bring into town.

On the working day May 14, 1961, at 9:00 A.M. agent Mowrey gave switch foreman Speary a list of 96 train consisting of 13 cars which were switched out to the proper tracks and put away. Also on the same working day at 9:00 A.M. Agent Mowrey gave switchman Speary a second list of the extra from the south 2744 which was lined up and put away and then the pickups were made for a train for the east. On the same day bids closed on the advertising of 95 and 6 and the men were notified by the Agent Mowrey between 10:00 A.M. and 12:00 P.M. The notification consisted of the notifying of 5 men.

On the working day of May 16, 1961, bids closing on a local 7778 the following crew was notified by the agent J. O. Provience, conductor, G. E. Donovan, Brakeman, G. M. Diver, being on 96 that night. On the same working day following work was received from A. O. Diamond yard clerk to switchman Speary getting an Iola car and a Humboldt car out of the pocket and coming up number 86. Getting a Katy car of paper and putting in number 13. Also at 12:10 P.M. was given rip list of the previous day consisting of 29 cars which were switched out and put away after instructions. Also the following lists at 12:10 P.M. of the same day from A. O. Diamond yard clerk Ash Grove wants 5-40 ft. box cars on the pass, 1-50 ft. box in the plant, 6 empty cement hoppers in the plant, 6 empty cement hoppers put on the pass, also CWX 40878 into north end of 13 take to Ash Grove. Continued with the same working day a list of work which was given earlier 9:15 A.M. and switched out and put away from the north end of number 8 track from Independence, to 15 and way, west load to number 10, the Kansas City load to number 6, Topeka load to number 3, Ottawa load to number 10 and a car of Kansas City papers to number 6.

On the working day of May 17, 1961, switchman Speary received from Yard clerk Diamond the following instructions, take 5 empty box cars off of north end of 13 to the plant, take 5 empty box cars off of 13 to the north end to the pass. At 11:10 A. M. received following lists from yard clerk Diamond and a list of previous rip track consisting of 31 cars which were marked up and switched out as per instructions. Also same date agent Mowrey had called an extra 2:30 yard crew and marked up the board.

On the working day of May 18, 1961, a list of number 86's train consisting of 66 cars was received from the yard clerk Diamond and lists marked up and switched according to instructions also instructions to put the head into 86's train together was done. Also continued with the same day at 12:45 P. M. the following instructions were received from yard clerk Diamond, 4 empty box cars on the pass for Ash Grove, 1-50 ft box on the pass for Ash Grove, 7-40 ft. box put in the plant. Also bring a bad order load out of Ash Grove plant and put on rip 2. And get a load of 9651 off of north end of rip 3 and set to the mill spur.

On the working day May 19, 1961, at 1:10 P. M. a list of extra 2855 was given to switchmen Speary by yard clerk Diamond at 1:10 P. M. consisting of 22 cars to switch out and put away. Also same working day at 1:10 P. M. a list consisting of 12 cars off of north end of number 8 was given to switchman Speary by Diamond switching way loads to 15 Molines to number 11, Cherryvilles to number 10, another way load to 15, and 3 cars to 11 and three more stock cars to 15 for light weighing. Also same day 1:10 P. M. extra east 2731 list of instructions by yard clerk Diamond consisting of 9 cars to switch out to the pocket number 7, and number 13. Also same working day the instructions received from Diamond of a train 2731 on number 10 track consisting of part of a train of 62 cars part of which was put away as instructed. Same working day agent Mowrey ordered an extra 2:30 crew and marked up the extra board.

On the working day May 20, 1961, switch foreman Wilson on the swing trick was given a list of number 4 track consisting of 13 Independences, and instructed by yard clerk Diamond to put into number 10. Also 9:00 A. M. instructions were given further to get 11 empty boxes off of number 14 and put to 10, 10 empty cement hoppers off of number 13 and put to 10. Then a weigh car 1731 and a water car 96615 was picked up off of number 1 and coupled on north end of number 10. At the south end of the yard number 18 track, Cherryville 137776 was coupled on the south end of number 10 for the head end of the extra south. On the same working day at 10:00 A. M. a list of 86's train consisting of 116 cars was given to switchman Wilson to line up for 86's train. At 12:00 P. M. a list of number 15 track was given by switchman Wilson for yard clerk Diamond consisting of 15 cars, 3 of which were weighed and switched out as follows: 3 to 15, 2 to 9, 1 to 10, 4 more Katys to 9, and 1 to 6.

On the working day May 23, 1961, at 9:13 P. M. instructions were given to agent Mowrey to call crew to deadhead by Otto to Molene. Crew was called and board marked up by the agent. On the same working day at 8:30 P. M. a list of number 86 and instructions to switch out to make up the train 86. On the same working day at 9:45 A. M. instructions were given by yard clerk Diamond to switchman

Speary to take a 50-ft. box car to the pass at Ash Grove, 8-40 ft. box to the plant, 6 empty cement hoppers to the pass, not room on the pass otherwise put in the plant. On the same working day instructions were given to switchman Speary by yard clerk Diamond to switch number 17 track a cut of about 20 cars. The cars were switched out to 16., house 3, 13, 16, 18, pass, 16, and 7.

On the working day May 25, 1961, a list of number 17 track was given to switch foreman Speary by yard clerk Diamond to switch out as follows. Katys to the river, way cars to put on the coach track, and one on the Burlington spur, empty Dallas cars to number 3, Mid-America cars to the pocket, Iolas cars for 86, and a Katy car for the north end of number 11. Continued with the same instructions given by Diamond he was instructed to put 6 cement hoppers into the Ash Grove plant 8-40 ft. boxes in the plant, 4-40 ft. boxes on the pass, and 6 empty cement hoppers on the pass. He was also instructed to switch the wye, switching the clean hoppers into number 14, and the dirty ones back to number 17. Also was instructed to give Humboldt 2 cement hoppers on the head end of number 86.

On the working day of May 26, 1961, yard clerk Diamond gave switch foreman Speary lists of number 7 track to switch the Cherry-villes cars out and put number 3. Then take 6 empty hoppers to the Ash Grove cement plant 6 empty box cars to the plant. At 10:10 A. M. on this same working day yard clerk Diamond gave switchman Speary a big list of 86's train and a big list of 96's train which was instructed to switch out and make up the train. 12:50 P. M. same date Diamond instructed Speary to switch number 78's train putting cars to 13, 14, 11 and spotting caboose in the depot. Also 12:50 A. M. Diamond instructed Speary to weigh number 15 track consisting of 2 cars put one to 13 and one to number 9. On same date agent Mowrey called an extra 2:30 P. M. yard switch crew and marked up the board

On the working day May 27, 1961, yard clerk Diamond gave following instructions to switch foreman Wilson, 4 cars off of the pocket, 2 to 18, 1 to 11, and another Pittsburg to 18, also get an empty coal car for Fredonia. Also continue with work Diamond instructed Wilson to switch number 17 track putting stock cars to the north end of the pass to sand, car oiled to the oil rack and 5 cars on the south end of wash track to be washed. Continued with the same working day Diamond instructed Wilson to pull spray of oil off of the chute track and put 5 cars to 7, 2 to 16, and another car to 7 for Newton. On the same working day a list was given to the wash track to switchman Wilson by yard clerk Diamond to switch the bad orders to the 12 and the clean hoppers to number 12. Also get a rear ended car for the west Wichita shop for rip 4, and put to number 16 track. On the same working day a long list of number 11 track was given to switch foreman Wilson by yard clerk Diamond making 3 pulls switching coal cars to number 11 and Dallas cars to number 2. On the same working day instructions were issued to run a Pawhuska District train about Noon which was called by the yard clerk and train ranned.

On the working day May 28, 1961, instructions were put out from Arkansas City to run a Pawhuska District train at 10:30 A. M. which was called and marked up by the yard clerk. Also sent April 6, 1961, the agent and yard clerk had been calling number 86 train every day from that time.

On the working day May 29, 1961, instructions were put out from Arkansas City to run a work train to the Fredonia district, crew was called by C. C. Crumrine yard clerk and marked up this date. On the same day instructions had been put out to annul the 10:30 P. M. trick, trainmasters and clerks called the round house and put out instructions that the job would work as usual and the 10:30 P. M. trick that night.

On the working day May 31, 1961, yard clerk Paul Ward gave switchman Speary the following work list of the rear end of 87's train and MTC tank for decil loading put into the house a car of paper for the Neosho Products Company Spot, a car of reek for the Ash Grove cement plant an empty box car for the 12, a car refrigerator for the Hardware company and empty cement hopper for the work team, and a way car 1831 spot at the coach track in front of the depot. Also instructions were given to set 5 cement boxes to Humboldt on the head end of 86, 5 for Fredonia on an extra, and 10 hoppers to Ash Grove. Also continuing with the work day 14 head cars off of 96 train was given to switchman Speary to switch out and line up as instructed. Containing also a list of rip track consisting of 29 cars was marked and lined up by the yard clerk for Speary to switch.

On the working day May 30, 1961, yard clerk Ward at 9:15 A. M. gave foreman Speary instructions to switch the rear end of train 87 putting box cars to 12, cement hoppers to 14 Pittsburg to 15, dirty hoppers to 14, and feed hoppers to 10, and dirty cars to 14 to take to the wye for cleaning. At 10:30 A. M. on the same day a rip list consisting of 31 cars was given by switchman Speary, marked up by yard clerk Ward to be switched out and put away according to instructions. Also at 10:30 P. M. a list of wash track was given by Ward to switchman Speary to be put away in number 14 track and number 15 track. On the same day conductor W. D. Speary marked up to yard clerk Ward who was put on the board.

On the working day June 1, 1961, rip tracks lists from previous day consisting of 35 cars was given to Speary, switchman by yard clerk Ward at 12:10 P. M. and switched out according to instructions. Also at 12:10 P. M. a list of number 8 track was given to switchman Speary by yard clerk Ward a scrap car for pocket, Pittsburg for 19, A Dallas car for 18, and Erie for 19, and Fredonia for the south end of 10. Also same day switchman Riker marked up to yard clerk Ward also called switchman for the 2:30 P. M. trick and the board marked up. Also Yard clerk Ward left orders that Fredonia wanted 10 empty hoppers, this information was taken on the telephone.

On the working day June 2, 1961, list was given to Speary of the rip track from the previous day which was switched out according to instructions and put away. Also at 12:25 P. M. another rip track from previous day was marked up by yard clerk Ward and given to switchman Speary to switch out and put away consisting of 31 cars. On same day yard clerk received instructions by telephone that Fredonia wanted 10 empty hoppers, also switchman George W. Riker reported to yard clerk Ward and was marked up on the board.

On the working day June 3, 1961, a list of number 4 track at 8:15 A. M. was given to switchman Wilson to switch out spare car for

number 15 and a ottaway for number 5, Independence for number 14. Also a car of company oil was switched out of house 3 for Ottaway, car number 99369 up to number 4. Same working day 5 cars were taken to the Katy connection, the shale cars were switched out of Ash Grove plant and taken to the pit, bad order 88214 was cut out. Also 99090 was picked up off of number 10 and cut in its place. The same day 10:15 A.M. number 17 list was given to Speary by and instructed by Ward by the way of Cherryville and put to number 9, way of Katy put out number 13, and an empty coal car for number 9. On the same day instructions from yard clerk to Wilson get load to pocket take to team, 10 empty cars off of three and put to number 12, Pittsburg off of pocket and shove to number 16, take engine up to the house. Same working day a rip track list from the preceding day consisting of 27 cars was marked up by yard clerk and switched out according to instructions. Also two bad order loads were got off of the rip number 2, one of them which weighed and both cars were put in the north end of number 7. Same day switchman Riker layed off Saturday 12:00 noon, extra man was called for the 2:30 P.M. trick and handled by yard clerk Ward and marked up on the board.

On the working day June 5, 1961, Agent gave switchman Speary a list of number 8, track consisting of several stock cars to take to the pass to spot for sanding. Also the same day list to number 13 given to Speary Agent Mowrey consisting of Katy cars and Ash Grove which was taken to the connection and to the Ash Grove plant. Also same day list number 12 given to switchman Speary by agent Mowrey of number 12 track to switch out several cement cars that were mixed in among the bad orders. Also 6:30 A.M. a list of the wye was given to the switchman Speary by the agent Mowrey consisting of about 20 cement hoppers and a cement box which was put to 13 to clean hoppers to 14, and 2 bad orders switched into number 12. Continuing on the same day part of number 87 train left in number 16 was switched out to 8, 10, 14, pocket 14, pocket 5, pocket in 5. Continuing on the same day a list of pocket track was given to switchman foreman by agent Mowrey which was switched out, a bunk car to 21, Pittsburg to 18, and empty coal car to 19, Pittsburg to 18, and empty C tank for the house spur and a Dallas car and Pittsburg for 18, and a storehouse car to take out and spot. Continuing same day L. A. Allen, switchman marked up to yard clerk Crumrine at 11:30 A.M. which was marked up on the board.

On the working day June 7, 1961, at 10:15 A.M. yard clerk Ward marked up 2 rip tracks from the previous day and instructed switchman Speary to switch out and put away accordingly. Same day at 12:50 P.M. switchman Speary received lists marked up from yard clerk Ward, consisting of 19 cars which was switched out and put away according to instructions. On the same working day at 1:00 P.M. yard clerk Ward instructed switchman Speary to get two cars out of number 18 putting 1 car to 12 and a DF box to 17 for Coffeyville. Also same day conductor E. J. New layed off at 10:30 A.M. to yard clerk Ward. Also same date Paul Ward yard clerk received instructions from Fredonia on the phone that to order 5 empty hoppers on the extra west that night.

On June 9, 1961, switchman H. M. Bailey marked up at 12:50 A.M. to yard clerk Ward. Continuing same working day yard clerk Ward marked up the rip track list from the preceding day consist-

ing of 22 cars and instructed switchman Speary to put away accordingly. Also another rip track from previous day consisting of 26 cars was marked up by yard clerk Ward and instructed switchman Speary to switch out and put away accordingly. On the same working day 12:10 P.M. number 78's train consisting of 7 cars and way cars was marked up by yard clerk Ward and switchman Speary instructed to switch out to number 12, 5, 13, 5, and 12, caboose spotted at the depot.

On the working day June 12, 1961, extra brakeman A. L. Chard was laying off from instruction by the trainmaster at reported at 10:00 A.M. and was O.K. by the trainmaster to be marked up. On the same working day a list of the wye was received by switchman Speary by the agent Mowrey to switch out as follows, clean hoppers to 14, bad orders to 12. Also same date list of the 78 track was given to switchman Speary and marked up by yard clerk Crumrine at 12:15 P.M. and switched out according to instructions, train consisted of 33 cars. 11:45 A.M. extra 2794 list was marked up by yard clerk Crumrine and given to switchman Speary cars were put away as follows, number 12 track, number 11, and the caboose spotted to the coach track.

On the working day June 13, at 7:06 A.M. notice was received A. L. Ketner due out on 86 that date was laying off sick and was instructed to use brakeman off of number 88 as conductor for 86. Argentine deadhead extra brakeman to Chanute on number 211 date to protect no 88 from Chanute. This change handled and made by the agent Mowrey in Newton, Kansas. On the same working day list of number 4 received by yard clerk Ward to switchman Speary marked up cars to 14, 11, and 14, also to line up Coffeyvilles in south end of 11 on top of Cherryvilles cars, switch house 4913 for Ash Grove. Also continued same day rip track lists were received from preceding day consisting of 26 cars was marked up by yard clerk Ward and given to Switchman Speary to switch out according to instructions. Also same working day June 13, 1961, time 8:55 A.M. another tracks list received by Paul Ward being marked up by him and instructed switchman Speary to put away accordingly.

On the working day June 14, 1961, eastern division re-established an Iola switcher going on duty about 11:30 A.M. daily except Sundays. The agent and yard clerk is handling the crew and making up this train every day. At 10:30 A.M. on the same day yard clerk Ward gave the south refinery wax company lists to be spotted and switched out putting wax in the north end of 6, and Odessa to number 4. The same day continuing a list of number 87's train was given to switchman Speary that had previously been handed to Allen foreman on the 10:30 trick marked up by the yard clerk to put away as instructed. At 8:20 A.M. on this same date list of cars given to switchman Speary by the agent was instructed to spot in the south end of rip 1. At 10:50 A.M. on this same day yard clerk Ward instructed switchman Speary to take six empty hoppers to Ash Grove pass 1-50 ft. box car to pass, 4-40 ft. box cars to pass. 6-40 ft. box cars to the plant. At 8:30 A.M. lists of the wye consisting of clean hoppers given to switchman Speary to switch out and order to 12, and the clean ones to number 14 track.

On the working day June 15, 1961, at 1:55 A.M. lists of number 8 track was given to switchman Speary consisting of 12 cars to switch

out as follows, 14, 13, 7, 6, south end of 11, 13, and 6. Also rip track lists of previous days given to switchman Speary by Paul Ward being marked up by him and switched out accordingly to instructions at 11:55 A. M. On the same working day L. E. Lowe brakeman was reported to Paul Ward and was marked up at 9:25 A. M. Switchman B. E. Mullins reported in to the agent at 6:30 A. M. and was marked up on the board by the agent.

On the working day June 16, 1961, switch list of previous day rip track consisting of 33 cars was marked up by Paul Ward and given to switchman Speary and was switched out and put away according to instructions. Also same working day at 12:10 P. M. instructions to switch number 78 train consisting of 8 cars and the caboose, one to the north end of 11, 14, 13, pocket for Mid-America, 12, 13, and a wayload to 15, and the caboose in front of the depot. On the same date Glen Cassity was laying off on personal business by Paul Ward at 12:05 P. M. 6-16-61.

On the working day June 17, 1961, Paul Ward yard clerk marked up number 96's list and given to switchman L. B. Wilson to switch out as follows, Wichita for the rip track, for wheels and team track load, the Consolidated Oil load, car of wheat for 10, Katy to 13, a Pittsburgh for 18, 2 Fredonia for north end of 11, way car to the coach track. Also on number 13 track was instructed to take the Katy down to the Katy connection and set the Ash Grove shale cars and turn 5 of the empty shale cars on the wye. Also same working day instructions were given to L. B. Wilson to take 3 cars off of south end of 13, spot 2 of them to the wash track and 1 to the store house and pull all of number 12 track and spot rip 1, take a dead engine to the house on the way. On the same date June 17, 1961, E. J. New layed off at 1:20 P. M. handled by Paul Ward, yard clerk, also George Riker layed off at 11:15 A. M. extra man called and board marked up by yard clerk Ward.

On the working day June 19, 1961, instructions received at 8:30 A. M. from yard clerk Crumrine to get 15 cement hoppers off of number 16 and line up for Iola. Same day 12:40 P. M. instructions received from yard clerk Crumrine to switchman Speary to pull 20 cars off of the wye put clean cars to 14, and the bad orders to number 12. Also 12:40 P. M. on the same date Crumrine marked up 78's list and instructed switchman Speary to handle as follows, 11, 13, 11, 5, 11, bad orders to 12, Kansas City to 6, and company chat to 5, and Wichita to 11, Caboose to the coach track. On the same day brakeman George Riker reported to yard clerk at 10:50 A. M. On the same day L. W. Drybread reported to Wilbur Allison trainmasters clerk and he called in at 9:00 A. M. to have the yard clerk put him on the board. Same working day June 19, 1961, trainmasters clerk left note to mark F. D. Nielsen up on brakeman's extra board.

On the working day June 20, 1961, yard clerk Ward marked up the rip track from the preceding day consisting of 35 cars and instructed switchman Speary to put away according to instructions. Also 8:50 A. M. a rip track from the preceding day was given to switchman Speary marked up by Paul Ward and put away. On the same day at 12:15 A. M. 78's list was marked up by yard clerk Ward given to switchman Speary and switched out as follows, 1 to number 12, and the rest to number 11, caboose to the coach track.



12:15 P. M. yard clerk Ward marked up lists of the pocket given to switchman Speary to put away as follows, Pittsburgh to 18, Coffeyville to 11, bad orders to 12, drop back to 18, wash cars to 17, two cars to rip 4, and 4 cars to 11, Independence to 16, and wash cars to 17. On the same working day switchman George Riker reported to yard clerk Ward who was marked up on the board at 10:00 A. M.

On the working day June 21, 1961, received instructions from Paul Ward, yard clerk, to switchman Speary to take six empty hoppers to Ash Grove pass, six empty hoppers to the plant, 6 empty box to the plant. Also received instructions from yard clerk Paul Ward to take 16 empty cement hoppers to the Katty connection at 10:45 A. M. Also at 9:20 A. M. with the other work a rip list from a previous day consisting of 34 cars was marked up by yard clerk Ward and given to Switchman Speary. Empty tank 101170 bad order was put on the north end of rip 4. On the same day Switchman V. E. Brewer reported to agent Mowrey at 7:00 A. M. and was marked on the board. The same day at 9:07 A. M. instructions were received from Arkansas City to run a work extra on the Pawhuska district and crew was called and marked up by the agent and the yard clerk on duty.

On the working day June 23, 1961, instructions were received from Paul Ward to switchman Speary to take six empty hoppers to the Ash Grove plant, six empty hoppers to the pass, and 6 empty hoppers to the Katy connection, also get empty cross hopper 184108 from Beyers and put to north end of 5. At 12:15 A. M. same working day rip track list from previous day was marked up by yard clerk Ward and given to switchman Speary and instructed to put away accordingly, also at 12:15 another short rip on the previous day was given to switchman Speary by Yard clerk Ward consisting of 7 cars which was put away to 13, 6, 11, 6, and 11. Same working day instructions received from Arkansas City at 11:14 A. M. to run a switcher to Liberty giving them grain cars and switching elevators according to instructions, crew was called and marked up by the agent Mowrey.

On the working day June 26, 1961, instructions put out from trainmasters office to reduce conductors extra board one man and trainmasters clerk had instructed G. W. Riker, Jr. and K. E. Tucker to exercise their seniority. Riker bumped on a chain gang car and marked up by agent Mowrey. L. W. Drybread marked up on the bump board by the agent Mowrey. Instructions received on the same day from Emporia to run a Fredonia switcher on duty at 10:00 A. M. if possible, crew called and marked up by agent Mowrey. On the same day instructions received from Arkansas City to run a wheat switcher at 11:30 A. M. give them single unit grain cars for different places and do switching as instructed 2 ordered by agent Mowrey and board marked up. On this same date agent Mowrey called an extra 2:30 P. M. yard crew. Had a foreman called that was on day off and did not need because regular helper on trick was entitled to be foreman. The man went back home and later on made claim for the day as a foreman on the trick.

On the working day June 27, 1961, agent Mowrey gave switchman Speary a list at 12:30 P. M. to switch 17 empty box cars out of number 3 for Pueblo behind Ottawa company chat. On the same day agent Mowrey marked up switch lists number 15 track consisting of about 32 way loads for switchman Speary to weigh and put away accordingly, 4, 5, 4, 5, 4. On same day June 27, 1961, brakeman

Wilson reported to agent Mowrey at 9:55 A.M. and was marked on the extra board.

On the working day June 28, 1961, agent Mowrey called and marked up on the board an extra 2:30 P.M. yard crew.

On the working day June 29, 1961, agent Mowrey give instructions to switchman Speary to take 6 box cars to the plant 1-50 ft. box on the pass, 6 hoppers on the pass. Spot 2 load of trucks on the west end of main line at plant someone will be there to instruct you. 4 empty box cars on north end of number 11, to apply to Ash Grove order. Also at Ash Grove Rock Island 90372 bad order bring into yard put into number 12. Received yard clerk Ward at 10:45 A.M. instructions to spot 72653 car post for Ward on the Denver lead so can drive the car. Also the same working day at 11:30 A.M. received a switch list from the previous day consisting of 18 cars marked up by agent and instructed to switch out accordingly. Also at 11:30 A.M. same date list of rip 1 of previous day was marked up by agent and instructed switchman Speary to switch out accordingly.

On the working day June 30, 1961, conductor C. L. Obrien layed off to P. Ward, 12:55 P.M. date. Also agent Mowrey called extra 2:30 P.M. yard crew and marked up the board. Also on the same date a list was given to morning yard clerk of the duties required of that job, weight cars make requisition for supplies for yardoffice, answer messages and cars tracers, make 85 report, make interchange report, make 89 and 90 report, check switch lists in in bound trains line up way bills and wheel reports for outbound trains, wheel train number 86 make 219 b report, make switching bills and keep record of switching, take interchange reports to Katy every other week, keep switch lists of yards listed up formerly done by the yardmaster, make Forp reports, call Humboldt, Iola, Fredonia Topeka for car line up and amount of cars on the end and receive instructions from Topeka formerly done by the yardmaster, make 403 reports of interchange to MKT, keep records on loads and empties into Ash Grove, Keep temperature report.

On working day July 1, 1961, list of number 86's train given to switchman Speary by Paul Ward consisting of 36 cars instructed to switch out according to instructions and make up the head end of number 86. Then pick up all of the cars on number 5 and couple 6, turn extra yard engine into round house. On the same working day the raining list of 87's train consisting of about 45 cars was marked up by yard clerk Ward and given to switchman Wilson and cars put away according to instructions. Also at 12:50 P.M. a list of number 58 track consisting of about 15 weigh loads was given to switchman Speary marked up by yard clerk Ward cars to be weighed and switched out according to instructions. On the same date instructions received from Emporia to run 72 Iola switcher at 11:00 A.M. today only. Crew was called by agent and yard clerk Paul Ward. Also same date yard clerk Paul Ward, V. B. Brewer from Winfield to work on a 2:30 P.M. trick. Also same date trainmasters clerk Wilbur Allison marked off R. M. Barnett to Winfield job and B. E. Mullins was called to deadhead in his place. Also Mr. Allison marked H. J. Ranhoff off from his regular turn on 956.

On the working day July 5, 1961, instructions received from agent Mowrey given to switchman Speary to switch 86's train and make up

86 out. Also 6:30 A. M. list of number 13 from agent Mowrey given to switchman Speary a list of change in Ash Groves to take connection an to the plant. Also list received from the agent at 6:30 A. M. a car of pipes to spot for the city on the east new also car in the pocket to spot for the Pioneer Hardware, to Gerard cars in number 15 to put in the south end of 18. Also same date extra switchman T. E. Mitchell was called for the 2:30 P. M. trick and marked up by yard clerk Ward.

On working day July 6, 1961, extra switchman W. E. Aday was called for the 2:30 P. M. yard trick and board marked up by yard clerk Ward. On the same date notice was put out that effective end of trick Friday A. M. of 10:30 P. M. trick would be discontinued signed Gibson.

On the working day July 7, 1961, instructions received from yard clerk Paul Ward to take 10 cement hoppers out of 14 and put on 86 for Iola, also 5 hoppers out of 14 put on number 10 for Fredonia. Also make up the headend of number 86 and take the Katy cars down to the connection. Also same date L. W. Donovan bumped L. B. Wilson, foreman and will protect 7:00 A. M. L. B. Wilson bumped D. E. Miles on the swing trick Miles notified. These men were notified by yard clerk Paul Ward. L. A. Allen bumped on the 2:30 P. M. trick in place of L. W. Donovan to protect his P. M. Paul Ward. C. W. Heaton bumped G. W. Wrestler off 10:30 P. M. trick and will protect this P. M. Miles bumped R. A. Sandage off of swing trick and will protect Saturday July 8. Continuing on this same date yard clerk Ward had extra switchman called for 2:30 P. M. yard trick and marked up the board. Also on this date agent Mowrey put out the following wire, G. W. Wrestler displacing J. F. Barnett and will protect Saturday the 8th. J. F. Barnett to be notified at Chanute, Mowrey.

On the working day July 9, 1961, switchman L. W. Donovan given list to switch head end of train 86, and couple up north end of 4. And then drop way car 1731 to the coach track. Car of sand off of north end of 14 and spot to the consolidated Oil Company. Then pull 28 cars off of yard number 12 into rip number 3 and spot up. Then pull rip 1 and shove all in yard number 5. 2 empty tanks out of number 15, and drop in to south end of number 19. Continuing with this same date list marked up by yard clerk given to the switchman Donovan number 17 track and empty hoppers to 14 and 4 Katys to switch out and deliver to the connection.

July 10, 1961, extra brakeman L. W. Drybread reported to agent Mowrey at 9:20 A. M. Brakeman K. E. Tucker to agent Mowrey at 10:55 A. M. Both men were marked up on the board. Fredonia extra crew was called on duty at 10:45 A. M. agent had made up train in order crew and marked up the board. On the same working day rip track lists from previous day was marked up and given to foreman T. E. Mitchell and switched out according to instructions. Agent Mowrey instructed switchman T. E. Mitchell to take 5 hoppers line up for Fredonia 5 empty box cars to line up for Fredonia. Instructions were given to get 8 empty box off of number 13 for the Iola Switcher also get a load 21378 off of team track for the Iola switcher. Also list number 8 track given to switchman to switch out the steel for the Triple Grain Company and put on the pass, consisting of 5 loads.

Also 23 cars left off of number 86 was given to switchman to put away according to instructions. Instructions given to switch foreman at the north end of 13 had 6 Katys which were instructed to take to the Katy connection. Also instructions given foreman yard clerk on the north end of 1, 2 cars for the Ash Grove plant, 1 car for Fredonia and another car of Gyp for the Ash Grove, drop the way car in the coach track. Instructions to get way car 1731 off of the coach track and couple up to north end of 11 during the Fredonia turn. Coming from Ash Grove at 2 empty hoppers for six and an empty cement hopper for the north end of 14 from Beyers.

The above evidence is conclusive and very strongly substantiates our claims. Also the fact remains that in the first 8 months of 1960, day car handling at Chanute was 91,459 cars and in the same period of 1961, the car handling was 88,161 cars which is a very minor difference and does not substantiate the abolishment of the yardmaster position at Chanute.

The work of clerks in marking the board and calling crews which has continually been that of the yardmaster (in 1958 yardmaster was called to investigation and an attempt was made at discipline due to the fact that he did not mark the board properly) the making of switch lists of track of the yard and keeping the yard check which has continuously been done by the yardmaster for many years, the taking of telephone orders from the various plants which has been the work of the yardmaster and they and only they the yardmaster talked to the plants and took their orders and supplied those needs, this work now being turned over to the clerks and handled by them and the agent, the activity of the agent and the clerks in going on to the lead instructing the switchman in the exact moves to be made which has always been the work of the yardmaster all of these things and many more are a direct violation of Article I, Section 1b, of the current Yardmasters Agreement and has by managements use of other crafts and other personal abolished a yardmaster position at Chanute, Kansas.

At this writing the business at Chanute is so heavy that since September 20, 1961, it has been necessary for the trainmaster to work the two yardmasters 12 hours each day and thusly are paying 4 days pay at the present time where they could get by 3 days pay if this yardmaster position was reinstated. It is proven that the work cannot be done by the trainmaster, the agent, and the clerks, and the yard at the present time is in such bad condition that it is necessary to work two yardmasters 12 hours each, each day.

Due to this evidence and much more available to you from this office we request the re-establishment of the yardmaster position at Chanute, Kansas and the payment of these claims for all of these days claimed for Mr. Hanson, and Mr. Heaton.

Yours truly,

/s/ E. P. Wine,  
E. P. Wine  
General Chairman

EPW/gac''

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY SYSTEM  
PERSONNEL DEPARTMENT

Railway Exchange, 80 East Jackson Boulevard, Chicago 4

W. L. MORE  
Vice President  
L. D. COMER  
Assistant Vice President  
A. D. STAFFORD  
Manager of Personnel

Assistant Managers of Personnel:

R. J. VANDERZYL  
E. J. DROEGEMUELLER  
A. F. YOUNGBERG  
W. M. NOLAN  
L. P. RICKS

"September 25, 1961  
170-1-2-41

Mr. E. P. Wine, General Chairman,  
Railroad Yardmasters of America,  
611 Glenwood Ave.,  
Independence, Missouri.

Dear Sir:

Answering yours of August 2nd in which you appeal from Mr. Olson's decision claims in behalf of Yardmasters C. D. Hanson and C. W. Heaton, April 6, 1961 forward, account abolishment of the 6:00 A. M. yardmaster position at Chanute on April 5, 1961:

In his of July 12th Mr. Olson points out that in failing to name specific claimants on specific dates your claim is not valid under Article V(a) of the August 12, 1954 Agreement. I agree with him.

Mr. Olson points out further, and in this I find myself in agreement with him also, that the yardmaster work on the 6:00 A. M. assignment decreased to the point where the position was no longer justified. Its abolishment was in strict accord with Section 1(a) of Article I of the Agreement which preserves to the Carrier the right and duty to determine whether a yardmaster position shall be 'established, maintained and abolished.'

I find no violation of the Yardmaster Agreement and must sustain Mr. Olson's decision. Your claim is denied.

Yours truly,

/s/ L. D. Comer"

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY SYSTEM  
PERSONNEL DEPARTMENT

Railway Exchange, 80 East Jackson Boulevard, Chicago 4

W. L. MORE  
Vice President  
L. D. COMER  
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Assistant Managers of Personnel:

R. J. VANDERZYL  
E. J. DROEGEMUELLER  
A. F. YOUNGBERG  
W. M. NOLAN  
L. P. RICKS

"October 16, 1961  
170-1-2-41

Mr. E. P. Wine, General Chairman,  
Railroad Yardmasters of America,  
611 Glenwood Ave.,  
Independence, Missouri.

Dear Sir:

On September 26 we discussed, among others, your claim in behalf of Yardmasters C. D. Hanson and C. W. Heaton, April 6, 1961,

forward, account abolishment of the 6:00 A. M. yardmaster position at Chanute on April 5, 1961.

We discussed this at some length and you handed me a letter which is dated September 27 (although we talked on the 26th) which lists the work done by the yard crew each date on information furnished by station force. I do not believe this necessarily yardmaster work and am unable to agree that abolishment of the 6:00 A. M. yardmaster position constituted a violation of the agreement. My denial of your claim as contained in my letter September 25 is confirmed.

Yours truly,

/s/ L. D. Comer"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"AT&SF System      Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
November 7, 1961

Mr. L. D. Comer, Assistant Vice-President  
AT&SF Railway System  
80 E. Jackson Blvd.  
Chicago, Illinois

Dear Sir:

Further in connection with claims for yardmaster C. D. Hanson and C. W. Heaton of Chanute, Kansas, beginning April 6, 1961, and all subsequent dates which are under your file 170-1-2-41.

I think that I should inform you that all subsequent dates under this claim include all dates up to and including September 8, 1961, wherein management saw fit at that time to abolish another yardmaster position at Chanute at the close of work September 8, 1961. We have instituted other claims and are processing them with management from September 9, 1961, and all subsequent dates for two days each date. The evidence in those claims are substantially the same only more of it and they will be progressed to you under a different file.

Yours truly,

/s/ E. P. Wine  
E. P. Wine,  
General Chairman"

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY SYSTEM  
PERSONNEL DEPARTMENT  
Railway Exchange, 80 East Jackson Boulevard, Chicago 4

W. L. MORE  
Vice President  
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R. J. VANDERZYL  
E. J. DROEGEMUELLER  
A. F. YOUNGBERG  
W. M. NOLAN  
L. P. RICKS

"January 25, 1962

170-60-6	170-1-2-41
170-1-2-39	170-1-2-44
170-1-3-7	170-1-2-42
170-1-2-40	170-1-2-35

Mr. E. P. Wine, General Chairman,  
Railroad Yardmasters of America,  
611 Glenwood Ave.,  
Independence, Missouri.

Dear Sir:

I have yours January 17 dealing with so many matters and so many files I have had some difficulty getting the files into proper grouping.

Taking the first group: I want to remind you there is no "automatic 60 day extension". Each extension must be properly negotiated.

It seems you are a little premature on most of these cases because the expiration date is presently the latter part of March, but rather than prolong the correspondence I am agreeable to a 60-day extension with respect to the eight cases in this group and will list them as follows:

<b>Our File</b>	<b>Brief Description of Claimants</b>	<b>Present Ex- piration Date</b>	<b>Hereby ex- tended to</b>
170-60-6	Woolson, Meehan (Los Angeles)	2- 7-62	4- 8-62
170-1-2-39	Bullard, Dawes (Ponca City)	2-16-62	4-17-62
170-1-3-7	L. C. Smith ( Kansas City)	3-25-62	5-24-62
170-1-2-40	Keaton (Chanute)	3-25-62	5-24-62
170-1-2-41	Hanson, Heaton (Chanute)	3-25-62	5-24-62
170-1-2-44	Various Yardmasters (Newton)	3-25-62	5-24-62
170-1-2-42	Saunders (Kansas City)	3-25-62	5-24-62
170-1-2-35	Sullivan (Streator)	2- 1-62	4- 2-62

I will make separate replies to cover the remaining portions of your letter.

Yours truly,

/s/ L. D. Comer"

In his letters dated June 10, 1961, to General Manager Olson, and also in his letter dated September 27, 1961 to Assistant Vice-President Comer, General Chairman Wine detailed specially for a large number of days the manner in which the yardmaster work, subsequent to the abolishment of the position, was being performed by others outside the scope of the Agreement.

Notwithstanding this volume of evidence, which was not denied, the Carrier refused to allow the claims with the contention that the Agreement was not violated and an apparent misunderstanding that the Employes on whose behalf the Agreement was made do not have an exclusive right to the work involved and that Article 1 of the Agreement gives the Carrier the unilateral right to discontinue positions as they see fit and transfer the work without regard to the rights of those possessing seniority.

Awards too numerous to mention have established otherwise, and we quote from Third Division Award No. 5872:

"The clear indications of these observations is that the Scope Rule in and of itself is a grant of rights to the employes covered by the Agreement which rights are secured to them so long as Agreement is in force, and any infringement amounts to a violation. This as a general attitude toward the Scope Rule is supported by numerous Awards. It appears to be a correct analysis."

We also quote from Fourth Division, Award No. 1343:

"The Carrier admits that yardmaster work was performed by 'various officers and clerks and other classes of employes' (ltr. Sept. 4, 1957. Supt. to Gen'l Chrmn.). And in its Submission to this Board, Carrier says, 'The record shows that duties of this nature have been performed by others for many years'. Apparently these statements purport to show that yardmasters do not enjoy an exclusive right to yardmaster work because the custom and practice on this property was to permit others to perform that work.

We do not agree with this theory. Here there is a contract between the Carrier and the representative of the yardmasters. It contains a Scope Rule which does not define the duties to be performed by yardmasters but must be construed to cover work belonging to that craft. To hold otherwise would render the whole agreement nugatory. As was said in Award No. 757 of the Third Division:

'It is well settled by many decisions of this and the First Division of this Board and predecessor Board, 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. See awards of this Division, 180, 323, 521 and 615, of the First Division, 351 and 1237. 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, for as often held, repeated violations of a contract do not modify it.'

(See also Fourth Division Award 445.)

\* \* \* \* \*

Carrier attempts to bar the claim on a contention that it is not valid under Article V(a) of the August 12, 1954 Agreement. With this we cannot agree. Claim was made on behalf of the individual in the order of their seniority and it can easily be determined from Carrier's record the proper party who would have worked. We are supported by numerous prior awards on the very issue here raised.

By its action Carrier violated Article 1 and 2 of the controlling Agreement, and claim must be sustained.



All data used in support of this claim has been presented to the management and made a part of the particular question in dispute.

**CARRIER'S STATEMENT OF FACTS:** At Chanute, Kansas, prior to April 5, 1961, there were three yard engine assignments in effect, one on each shift, going on duty at 6:30 A.M., 2:30 P.M. and 10:30 P.M., and three yardmaster assignments, going on duty at 6:00 A.M., 2:00 P.M. and 10:00 P.M.

As a result of decrease in the amount of supervision required, there being only one yard engine around the clock in service, effective with the close of work April 5, 1961 the 6:00 A.M. yardmaster position was abolished and, effective April 5, the on-duty times of the two remaining yardmaster positions were changed to 4:00 P.M. and 12:00 P.M.

Yardmaster L. E. Taylor, assigned to the 6:00 A.M. position when that position was abolished, displaced Yardmaster C. D. Hanson from the 12:00 P.M. position, and Yardmaster Hanson, in turn, displaced as engine foreman on the 10:30 P.M. yard engine. The other claimant, C. W. Heaton, prior to, on and after April 5 was regularly assigned as a helper on the 10:30 P.M. yard engine, and held seniority as a yardmaster.

Effective May 8, 1961 the on-duty times of the two yardmasters positions, Chanute, were changed back to 2:00 P.M. and 10:00 P.M. and remained so assigned through September 8, 1961.

From April 5 through September 8, 1961 there remained three yard engine assignments in effect, one on each shift, with the exception that from May 16 through July 6 when an additional 10:30 P.M. engine was assigned, five days per week.

Claim reading as follows dated April 6, 1961 was received by the Carrier's Superintendent at Arkansas City, Kansas from Local Chairman Ralph E. Fleming:

"April 6, 1961  
Oakwood Heights  
RFD #3  
Chanute, Kansas

Mr. L. Cena  
Superintendent Santa Fe Railway  
Arkansas City, Kansas

Dear Sir:

Due to the abolishment of the first trick yardmaster at Chanute, I am claiming a day's pay for a yardmaster, starting April 6 and all subsequent days, until trick restored. I claim this time in favor of C. D. Hanson and C. W. Heaton. Seniority permitting and for which one stands in line for it.

This is in violation of Article I Section 1-b of the Yardmasters' Agreement. Also in violation of the Santa Fe Arbitration Agreement 57 of March 6-21, 1946.

There is no basis for the abolishment of a yardmaster trick here. This station has had an increase in revenue all three months of this

year over last. It is impossible to give the service to these industries without a yardmaster on duty to handle the work.

I trust you will get behind this and get this yardmaster trick restored right away.

Respectfully yours

/s/ Ralph E. Fleming  
Local Chmn. & Vice Gen. Chmn. of RYA"

Under date of April 21, 1961 Superintendent Cena queried Local Chairman Fleming as follows regarding the claim:

"April 21, 1961  
TK 2787

Mr. R. E. Fleming  
Local Chairman, RYA  
231 South Wilson  
Chanute, Kansas

Dear Sir:

Your letter April 6th regarding claims you are making in favor of C. D. Hanson and C. W. Heaton account of abolishing Yardmaster's position at Chanute.

It is noted that you are claiming a violation of Article I, Section 1(b) of the current Yardmen's Agreement, which section is from Arbitration Award No. 57 of March 21, 1946 and identified by '(\*)' in the current Yardmasters' Agreement.

Please advise in what particular you consider the above cited schedule provision was violated as obviously the reason given in your letter, viz.—' . . increase in revnue all three months of this year over last.' would constitute no basis for the claim.

Yours truly,

/s/ L. Cena"

to which Local Chairman Fleming replied as follows under date of April 25, 1961:

"April 25, 1961  
Oakwood Heights RFD #3  
Chanute, Kansas

Mr. L. Cena, Superintendent  
AT&SF Railway  
Arkansas City, Kansas

Dear Sir:

Your letter April 21 under file TK 2787. Please lets refrain from jokes in this matter. You know very well the increased revenue over last year has not one single thing to do with the violation. I mention it to let you know that I know that there has been no lost time here to warrant pulling off a trick. What you have done is pull off

a yardmaster and now have a clerk and agent doing the yardmaster's work. The clerk has become so harrassed and tense, over the work that he has resigned. These Yardmasters jobs are not easy. I have seen a lot of good men give them up over the years.

My claim is based on the violation of Article I, Section 1(b). This you are doing by having the agent and clerk do yardmaster's work, also abolishing a yardmaster trick. As far as the Arbitration award No. 57, you are using an agent at Chanute to do yardmaster work, also a yard foreman doing yardmaster work at Chanute, and claiming time for it. This is in itself a violation of the Award No. 57. Claims are continue from April 6, also subsequently until trick restored and satisfactory settlement made of claims.

If you would like a conference on this case, with the General Chairman and myself, please advise.

Respectfully yours,

/s/ Ralph E. Fleming  
Local Chmn. RYA"

Superintendent Cena declined the claim in letter dated May 5, 1961 as follows:

"May 5, 1961  
TK 2787

Mr. Ralph E. Fleming, Local Chairman RYA  
231 South Wilson  
Chanute, Kansas

Dear Sir:

Your letter of April 25 regarding the claims in favor of C. D. Hanson and C. W. Heaton in seniority order for one day each day starting April 6 forward, account abolishing yardmaster's position at Chanute.

I find no violation in Article I of Section 1(b) of the Agreement and the claims are respectively declined.

Yours truly,

/s/ L. Cena"

General Chairman Wine then appealed from Mr. Cena's decision in letter dated May 26, 1961 to the Carrier's General Manager, L. M. Olson, which is reproduced below:

"611 Glenwood Avenue  
Independence, Missouri  
May 26, 1961

Mr. L. M. Olson, General Manager  
AT&SF Railway Company  
Topeka, Kansas

Dear Sir:

I have appealed to me for handling with your office claims in favor of yardmasters C. D. Hanson and C. W. Heaton of Chanute, Kansas, beginning April 6, for one day and for each subsequent day so long as the violation exists, these men in Seniority order as their

seniority will or would permit them to work on each of these days, due to the abolishment of the yardmaster position at Chanute, Kansas, which formally worked 6:00 A.M. to 2:00 P.M. These claims from the adverse decision of Superintendent Cena, his file TK2787.

Article I, Section 1b, of the current Yardmasters Agreement states that, 'Other properly authorized representatives of the company, including General Yardmasters referred to in Section 2a of this Article I, may, incidental to their other duties, perform in any seniority districts duties performed by yardmasters so long as such performance does not result in the elimination of a yardmaster position.' By the elimination of the yardmaster position management has forced other representatives to do yardmaster work at Chanute. This violation is taking place daily among the clerks, the Agent, the trainmaster, etc. By the use of these other so called authorized representatives the management is maintaining the elimination of the yardmaster position at Chanute. This very maintenance of a yardmaster position at Chanute by the use of these so called other authorized representatives, is a direct violation of Arbitration Award of March 11, 1950, wherein it was stated that, 'The use of others to perform yardmaster work which will not allow a yardmaster put on because of this work may be considered the same as the use of other representatives to eliminate a yardmaster position.'

There is a daily quantity of evidence in our possession, which will be presented to you upon your desire to settle this and re-instate a yardmaster position at Chanute and more being collected each day to the effect that others than yardmasters are doing yardmaster work and thereby maintaining the elimination of the yardmaster position.

Please handle these claims for immediate payment and reinstatement of the yardmaster position at Chanute.

Yours truly,

/s/ E. P. Wine

cc: Mr. L. Cena, Superintendent  
AT&SF Railway Company  
Arkansas City, Kansas  
Mr. R. E. Fleming, Local Chairman  
Oakwood Heights, RFD #3  
Chanute, Kansas

Note: Mr. Cena please note this appeal."

General Manager Olson under date of June 6, 1961 wrote General Chairman Wine regarding the claim, as follows:

"June 6, 1961  
YM-20.5-109

Mr. E. P. Wine,  
General Chairman, R. Y. of A.,  
611 Glenwood Avenue,  
Independence, Missouri

Dear Sir:

Referring to your letter of May 26, claims of Yardmasters C. D. Hanson and C. W. Heaton, Chanute, April 6, 1961 forward:

Concerning that contained in the last paragraph, page 1, of your letter, any evidence you have in your possession which you feel substantiates these claims should be furnished in order that a proper evaluation thereof may be made.

Yours truly,

/s/ L. M. Olson"

to which General Chairman Wine replied as follows under date of June 10, 1961:

"611 Glenwood Avenue  
Independence, Missouri  
June 10, 1961

Mr. L. M. Olson, General Manager  
AT&SF Railway Company  
Topeka, Kansas

Dear Sir:

In regards to your letter of June 6, 1961, recognizing claims of yardmasters C. D. Hanson and C. W. Heaton of Chanute, Kansas, under your file, YM-20.5-109, and your request in the second paragraph of that letter. Following is a list of the activities known outside the yardmaster class performing yardmaster duties due to the abolishment of the yardmaster position at Chanute daylights.

On April 6, 1961, the first day of the abolishment of the yardmaster position at Chanute, trainmaster Gibson put out the following circular, 'train and enginemen, trains 77 and 78; on arrival train 78 at AU junction you should call telegraph operator for check on first class trains and secure information as to what track you are to use. Signed M. W. Gibson, carbon copies to M. M. Mowrey and M. T. Phillips.' This quotation in itself and circular instructs daily violations of the yardmasters agreement as this had previously been handled by a yardmaster and though I will point out that it is a minor thing as to minutes involved concerned with the other evidence that I will furnish in this letter it is of an over-all nature of other crafts handling yardmaster work. Again I want to point out that this is a daily violation.

On April 6, 1961, Agent Mowrey took orders for cement hoppers from Fordonia and left for the night yardmaster. This work had formally been done by the day yardmaster. On the same date at 12:23 P.M. agent Mowrey sent message to number 85 to go track number 8. On the same date Agent Mowrey instructed switchman Speary at 8:30 A.M. to switch 14 cars off Mid American Refinery and Katy connection. At 10:30 A.M. clerk Oliphant instructed foreman Speary to spot 4 empty box and six hoppers at Pan and six box and 4 hoppers at cement plant. And to pull empty box at consolidated. At 10:20 A.M. clerk Oliphant gave switch list to conductor Speary instructing him to switch north end of 14 track, 20 cars after pulling plants at 2:30 P.M., Agent Mowrey, instructed switch foreman Riker to switch number 96 train, 19 cars. This work all formally handled by daylight yardmaster there at Chanute.

On April 7, 1961, yard clerk Oliphant at 9:30 A.M. told engine foreman Speary to pull empty box off team track and take to AG.

At 11:10 A.M. yard clerk Oliphant instructed foreman Speary to get six hoppers and 4-40 ft. box to AG. At 11:55 A.M. yard clerk Oliphant instructed engine foreman Speary to take 9 cars at MKT connection. At 12:45 P.M. yard clerk Oliphant instructed engine foreman Speary to pull hoppers off the Y. At 1:00 P.M. agent Mowrey instructed engine foreman Speary to switch 14 cars off of train number 86 and marked up list. At 1:45 P.M. Agent Mowrey instructed yard foreman Speary to pull 11 cars from MKT transfer and pull into yard. At 2:30 P.M. upon going to duty engine foreman Riker was given by clerk Oliphant 19 cars listed to switch off of number 86, 7 cars listed to switch off of number 78, and 9 cars listed to switch off of MKT connection. Upon arrival to work 4:00 P.M. yardmaster was given turn over of yards by yard clerk Oliphant showing number 4 track with 2571 and 3057 and 2676. Track number 5 3647, track number 6, 458, track number 7, 2171, track number 8, 85 pull up and stop at north end. Track number 11, empty coal, track number 12, bad orders, track number 13, empty box, and 2194, track number 14, empty covered hoppers, track number 15, 3106-38535-and 3128 block. Also left information that in the past was empty coal and empty stock, rip one and three were ok to pull and in the coach track there was a way car. All of this work on this date was worked formally performed by yardmasters and in abundance supply for yardmaster to be on duty and keep busy.

On April 8, 1961, between the hours of 8:00 A.M. and 2:30 P.M., engine foreman Speary was instructed to take one car off of number 11, and two off of number 16, to the MKT, spot 12 empty coal cars at Ashgrove, and to pull three loads from Ash Grove, spot 1 empty from pocket to Neosho Fertilizer and bring back empty Sal 18224 and put on number 12, Also instructed foreman Speary to drag rip 4 and rip 3 and shove in number 5, set Wex 66413 and spot on six south track, get 33 bad orders off number 12 and set rip 1 and west wax, pick up dead engine and take to round house, to switch 16 cars off of north end of number 4 track giving complete list and marking list, and to switch five cars off of north end of number 16 track. Also at 2:30 P.M. the yard clerk instructed foreman Riker to pull Katy connection a total of 16 cars and switch. The yard clerk left turnover for 4:00 P.M. yardmaster showing consist of various tracks and also showing rip 1 set with 33 cars and rip 2 and 3 clear. All of this work is yardmaster work and formally handled by that class and craft.

It is a known fact that the yard clerk Oliphant who was doing all of this work at that time on April 8, worked 50 minutes overtime and came in on Sunday and worked from 8:30 A.M. to 11:30 A.M. to catch up on his clerks work due to the yardmaster position having been abolished and the yard clerk doing the yardmasters work his own work was suffering. In so far as anyone knows this work was done free, overtime, and working his day off.

The above evidence was given on the first two or three days that the yardmaster job was abolished at Chanute and the idea might take place that this would stop. I will herewith give evidence showing that it is continuing by giving you days of a month or more later.

After completeing work that was left under instruction by the night yardmaster for the 6:30 A.M. engine following information and instructions was given to engine foreman Speary by yard clerk

Diamond. At 11:40 A. M. on May 2, 1961, yard clerk Diamond instructed engine foreman Speary to switch 9 cars off rip number 4 and marking list. At 12:20 A. M. yard clerk Diamond instructed foreman Speary to switch 29 cars off north end of number 10 track and tracks wherein to put the cars at 1:00 P. M. on May 2, 1961 yard clerk Diamond instructed foreman Speary to switch 30 cars off of yard number 6. Upon going to work at 2:30 P. M. on May 2, 1961, engine foreman Riker was instructed by yard clerk and Agent on work to do before the yardmaster came to work at 4:00 P. M. which included pulling one car off of house number 3 and weighing, switching 7 cars off north end of number 11, switching number 78 train which consisted of 12 cars, and pulling 18 cars from the MKT connection and switching as list marked by the agent and yard clerk. All of this work is yardmasters work and formally performed by that party.

On May 9, 1961, two extra trains were called and run between 6:00 A. M. and 2:00 P. M. and the board was marked up by the agent or the clerks, this work of calling the trains was formally performed by the yardmaster. Also on that date clerk Crumrine marked up the board for yard and road work and marked off Mr. E. K. Condon by the authority of M. W. Gibson. Also on this same date May 9, 1961, yard clerk Diamond instructed engine foreman Speary in switching number 19 and number 2 and 11 track, placing a weight car 1735 and removal of 10 covered hoppers for 2095 from track 14, these instructions given at 9:00 A. M. Also on this same date yard clerk Diamond instructed the engine foreman Speary to switch 22 cars off north end of number 6, spot one car on north end of team track off of number 15, and to switch 12 cars off number 9 and spot CNW 74182 to consolidated. These instructions given 10:30 A. M. on this date. These instructions and work done is an substantial amount and was formally done by yardmasters. As you can well see from this date by the calling of two extra trains which was formally handled and is on the night and afternoon trick handled by the yardmaster and the various work supervised by yard clerk and agent, and trainmaster in this period of time was sufficient to require a yardmaster on duty.

As stated before there is an abundance of evidence meaning evidence for each day that this yardmaster job has been abolished showing that the yard clerk, the agent, the operator, and the Trainmaster are performing yardmaster work and this is a definite violation of Article I, Section 1b, of the Yardmasters Agreement. As stated before this evidence is complete and in my possession and will be shown to you at any time upon your desire to settle this claim and re-instate the yardmaster position at that point. I have given examples here of work done on days picked at random and not on heavy days, in fact you will notice that on the last two given with the abundance of work performed was on Tuesday which is commonly known as a light day of the week on the Santa Fe. Please handle for payment of these claims for all of these days and the establishing of a yardmaster position at Chanute.

Yours truly,

/s/ E. P. Wine,  
General Chairman"

Mr. Olson declined the appeal in letter dated July 12, 1961, which is quoted below:

"July 12, 1961  
YM-20.5-109

Mr. E. P. Wine,  
General Chairman, R. Y. of A.,  
611 Glenwood Avenue,  
Independence, Missouri.

Dear Sir:

Referring to your letter of May 26, claims of Yardmaster C. D. Hanson and C. W. Heaton 'in seniority order as their seniority will or would permit them to work', April 6, 1961 forward:

These claims are not valid under Article V(a) of the Agreement of August 12, 1954.

Additionally, and without receding from the foregoing, it is desired to call attention to the fact there is only one engine on duty on the first trick at Chanute, and the work formerly performed by the yardmaster, not all of which was exclusive to those of the yardmaster craft, required only a small fraction of his time on duty. Therefore, the Carrier, in the exercise of its prerogative expressed in Section 1(a) of Article I of the Agreement, made the determination that there was and is not now sufficient yardmaster work at Chanute to justify maintaining the yardmaster position in question. The claims are respectfully declined.

Yours truly,

/s/ L. M. Olson"

General Chairman Wine then appealed the case to the final appeal officer of the Carrier, L. D. Comer, Assistant Vice President, Chicago, Illinois, in letter dated August 2, 1961, as follows:

"611 Glenwood Avenue  
Independence, Missouri  
August 2, 1961

Mr. L. D. Comer, Assistant Vice-President  
AT&SF Railway System  
80 E. Jackson Blvd.  
Chicago, Illinois

Dear Sir:

I am appealing to you, from the adverse decision of Mr. Olson, his file, YM-20.5-109, claims in favor of Yardmasters C. D. Hanson and C. W. Heaton of Chanute, Kansas, for one day each date for the senior man available to work of these two beginning April 6, 1961, and all subsequent dates until the restoration of the day yardmaster position at Chanute, Kansas.

Effective April 6, 1961, the yardmaster position on the daylight trick (6:00 A.M. to 2:00 P.M.) was abolished at Newton as per bulletin enclosed, and this work performed by the Agent and his forces meaning various clerks. After the appeal of this claim to Mr. Olson, he asked for evidence sustaining our claim and I furnished it for him of several days involved in April of 1961 showing that others



than yardmasters were doing yardmasters work. I am enclosing a copy of that evidence issued to Mr. Olson and addressed to him to go a long with your files sustaining our position. I wish to add that I have in my possession and will forward at an early date evidence showing that each day, considerable work is being handled by the Agent and clerks of the yardmaster variety in instructing engines in the work to do, taking orders formally taken by the yardmaster and various other details especially the marking of the board at Chanute which has been the yardmaster work for several years.

Mr. Olson in denying the claim states that the yardmaster work was not sufficient to keep a yardmaster on duty but the evidence enclosed and that which I will furnish will show that each day five or six hours a day is consumed by the Agent and clerks in doing yardmaster work, with possibly the trainmaster cutting it at times.

This claim is due to managements violation of Article I, Section 1b of the current yardmasters Agreement. Please arrange for payment and restoration of this yardmaster position at Chanute, Kansas.

Yours truly,

/s/ E. P. Wine  
E. P. Wine, General Chairman

cc: Mr. L. M. Olson, General Manager  
Mr. R. E. Fleming, Local Chairman

Note: Mr. Olson,  
Please note this  
appeal"

Mr. Comer declined the appeal, as presented, in letter dated September 25, 1961, as follows:

"September 25, 1961  
170-1-2-41

Mr. E. P. Wine, General Chairman,  
Railroad Yardmasters of America,  
611 Glenwood Ave.,  
Independence, Missouri.

Dear Sir:

Answering yours of August 2nd in which you appeal from Mr. Olson's decision claims in behalf of Yardmasters C. D. Hanson and C. W. Heaton, April 6, 1961 forward, account abolishment of the 6:00 A. M. yardmaster position at Chanute on April 5, 1961:

In his of July 12th Mr. Olson points out that in failing to name specific claimants on specific dates your claim is not valid under Article V(a) of the August 12, 1954 Agreement. I agree with him.

Mr. Olson points out further, and in this I find myself in agreement with him also, that the yardmaster work on the 6:00 A. M. assignment decreased to the point where the position was no longer justified. Its abolishment was in strict accord with Section 1(a) of Article I of the Agreement which preserves to the Carrier the right and duty to determine whether a yardmaster position shall be 'established, maintained and abolished.'

I find no violation of the Yardmaster Agreement and must sustain Mr. Olson's decision. Your claim is denied.

Yours truly,

/s/ L. D. Comer"

Conference was subsequently held between representatives of the Carrier and the Organization and under date of October 16, 1961 the following letter was written General Chairman Wine by Assistant Vice President Comer:

"October 16, 1961  
170-1-2-41

Mr. E. P. Wine, General Chairman  
Railroad Yardmasters of America  
611 Glenwood Avenue  
Independence, Missouri

Dear Sir:

On September 26 we discussed, among others, your claim in behalf of Yardmasters C. D. Hanson and C. W. Heaton, April 6, 1961, forward, account abolishment of the 6:00 A. M. yardmaster position at Chanute on April 5, 1961.

We discussed this at some length and you handed me a letter which is dated September 27 (although we talked on the 26th) which lists the work done by the yard crew each date on information furnished by station force. I do not believe this is necessarily **yardmaster** work and am unable to agree that abolishment of the 6:00 A. M. yardmaster position constituted a violation of the agreement. My denial of your claim as contained in my letter September 25 is confirmed.

Yours truly,

/s/ L. D. Comer"

General Chairman Wine's letter referred to in the second paragraph of the foregoing has been reproduced and is attached hereto, identified as Carrier's Exhibit "A".

Under date of November 7, 1961 General Chairman Wine addressed letter reading as follows to Assistant Vice President Comer:

"611 Glenwood Avenue  
Independence, Missouri  
November 7, 1961

Mr. L. D. Comer, Assistant Vice-President  
AT&SF Railway System  
80 E. Jackson, Blvd.  
Chicago, Illinois

Dear Sir:

Further in connection with claims for yardmaster C. D. Hanson and C. W. Heaton of Chanute, Kansas, beginning April 6, 1961, and all subsequent dates which are under your file 17C-1-2-41.

I think that I should inform you that all subsequent dates under this claim include all dates up to and including September 8, 1961,

wherein management saw fit at that time to abolish another yardmaster position at Chanute at the close of work September 8, 1961. We have instituted other claims and are processing them with management from September 9, 1961, and all subsequent dates for two days each date. The evidence in those claims are substantially the same only more of it and they will be progressed to you under a different file.

Yours truly,

/s/ E. P. Wine  
E. P. Wine, General Chairman"

Carrier, under date of January 25, 1962, granted the Organization an extension of time to May 24, 1962 for submission of this case to the Board.

The following agreement rules are in effect between the Carrier and its yardmasters, represented by the Railroad Yardmasters of America (Agreement effective April 1, 1946) :

**Article I — (\*) Section 1-a.** "This Agreement shall govern the rates of pay, hours of service and working conditions of yardmasters. The Management retains the right to establish, maintain and abolish yardmaster positions in any seniority district. Except as otherwise provided in this Article I, the term 'Yardmaster' as used in this Agreement shall include General Yardmasters, Assistant General Yardmasters, Yardmasters, Assistant Yardmasters and Relief Yardmasters, but shall not include Agent-Yardmasters or Footboard Yardmasters."

**Article I — (\*) Section 1-b.** "Other properly authorized representatives of the Company including General Yardmasters referred to in Section 2-a of this Article I, may, incidental to their other duties, perform in any seniority district duties performed by Yardmasters so long as such performance does not result in the elimination of a Yardmaster's position."

**POSITION OF CARRIER:** Initially, it is the Carrier's position that the instant claim should be dismissed for the reason that it does not constitute a valid claim under Article V of the Agreement of August 12, 1954 between the Eastern, Western and Southeastern Carriers and the Railroad Yardmasters of America, commonly referred to as the time limit rule, reading in part as follows:

"All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 calendar days from the date of the occurrence on which the claim or grievance is based. \* \* \*"

The Board's attention is directed to the vague and indefinite claim in favor of two men, C. D. Hanson and C. W. Heaton, for April 6, 1961, and all subsequent dates, **without designating a specific claimant on any specific date**, with no showing whatever as to the specific dates on which each of the named individuals it is claimed would have been entitled to work as yardmaster. The claim, as filed by the Organization, apparently contemplates that each of the two named individuals shall be paid a minimum day at yardmaster's rate for April 6, 1961 and all subsequent dates, although only one day's service daily as yardmaster would have been available had the yardmaster position not

been abolished. Claimant C. D. Hanson was the regular occupant of a yardmaster position at the time the one here in question was abolished, and Claimant Heaton was a relief or extra yardmaster eligible to protect such relief or extra yardmaster service as was available to him. This claim has been filed for a minimum day's pay in favor of two individuals without any showing whatever as to their eligibility or availability for the service for any specific date for which pay is claimed.

Article V of the August 12, 1954 Agreement clearly contemplates that a claim must designate a specific claimant for a specific date or dates which the Employees have failed to do, and the claim, therefore, falls short of the conditions imposed by the time limit rule. In this respect, the awards of the various Adjustment Boards have consistently adhered to the principles that the Carrier may not be required to check its records to develop the validity of claims, the burden of proof resting upon the Employees. The Carrier therefore asserts that the claim as filed fails to comply with the requirements of said Article V(a) of the August 12, 1954 Agreement and should be dismissed.

It is also the position of the Carrier that claim for "all subsequent dates" is improper in that the Organization has presented claim on the theory that work belonging under the scope of the Yardmasters' Agreement has been delegated to others not covered by the Agreement. This, then, cannot be considered a continuing claim as referred to in Article V(d) of the August 12, 1954 Agreement. Rather, it must be shown on each and every date that work exclusively reserved to yardmasters is being performed by others in an amount such as would place the Carrier in violation of the rule and the only dates that can properly be considered are those for which proof is furnished to substantiate the general claim. As is stated in Opinion of Board in Award 793 of this Board:

"If it is the purpose of the Organization to present a claim on the theory that work belonging under the scope of the Yardmasters' Agreement has been delegated to others not covered by the Agreement, then the claim should so state, and proof thereof submitted for the date or dates for which such claim may be made.

"We have concluded, therefore, that the claim must be dismissed."

Additionally, attention is directed to the fact that the claim referred to in Assistant Vice President Comer's letter dated January 25, 1962, mentioned in President Schoch's notice of intent to the Fourth Division, National Railroad Adjustment Board, covers only the period April 6 to and including September 8, 1961, as evidenced by General Chairman Wine's letter to Mr. Comer dated November 7, 1961, quoted in Carrier's Statement of Facts. Thus claims for dates subsequent to September 8, 1961 are not properly before the Board for consideration.

Without prejudice to or receding from its position as heretofore set forth, the Carrier further asserts that on the merits the claim should be denied. Exercising the right specifically reserved to it in that portion of Section 1-a, Article I, of the current Yardmasters' Agreement reading:

"The Management retains the right to establish, maintain and abolish yardmaster positions in any seniority district."

the 6:00 A.M. yardmaster position at Chanute, Kansas was abolished effective with the close of work April 5, 1961.

There is no schedule requirement that the Carrier maintain a yardmaster's position when there is no need for it. It is and always has been the prerogative of Management to determine the amount and kind of supervision necessary in connection with its yard operations. Section 1-a of Article I specifically reserves to the Carrier the right to determine when to "establish", when to "maintain" and when to "abolish" a yardmaster position. The validity of this rule and the right thus preserved to the Carrier has already been upheld in this Board's Award 829 in the following language:

"\* \* \* under awarded section 1-a of the effective Agreement, the Carrier was awarded the right and prerogative to itself determine the amount and kind of supervision necessary in its yard operations \* \* and had the absolute right to 'establish, maintain and abolish Yardmaster positions in any seniority district.'"

Going now to the specific claim as quoted in Statement of Claim, it is alleged Yardmasters C. D. Hanson and C. W. Heaton are entitled to an additional day each date at the yardmaster rate "on account of the abolishment of the yardmaster position at Chanute, Kansas, and the work turned over to others outside the scope of the Agreement".

Most if not all of the work listed by the Employees is **not** work belonging exclusively to those of the yardmaster class, although some of this work may have been performed by the occupant of the 6:00 A. M. yardmaster position when assigned at Chanute, Kansas, incidental to and in conjunction with his supervisory duties. Most of the work listed is **work that is regularly and normally performed by other than yardmasters** and cannot be considered exclusive yardmaster work.

It is and always has been the function and responsibility of an engine foreman to secure information and arrange the work for his own engine. In order to accomplish this he must obtain certain information from the Agent and others in the office and must exercise his own judgment as to the manner in which the work is performed. That obviously is the function and duty of any engine foreman.

The Employees allege that the Agent and others instruct the switchmen as to exact moves to be made. This is not a fact. The Agent and others do furnish the engine foreman information and/or lists of work to be performed but the engine foreman arranges his own work and tells the Agent how the switching will be accomplished so the clerical force will have this information to change the yard lists accordingly and compile the necessary reports concerning disposition to be made of the cars.

Complaint is also made because clerks handle the crew board and call crews. While such work **may** be performed by yardmasters when and where employed, it is also performed by clerks at many locations and is not a supervisory function belonging exclusively to yardmasters.

Considerable is also said regarding industry work. In this regard, telephone requests for switching service and orders for cars are taken by the clerks and others who advise the engine foreman of the requests. The engine foreman then tells the clerk what equipment will be furnished and when the switching will be performed. This information in turn is passed on to the industry.

Furnishing engine foremen lists showing work to be performed and keeping yard check on basis of information furnished by the engine foremen, order-

ing, releasing and handling of trainmen and yardmen, relaying information to engine foremen as to work desired by industries, and all other work set forth on individual days by the Employees and as quoted in Carrier's Statement of Facts and Carrier's Exhibit "A" is certainly not work reserved exclusively to those of the yardmaster class but is also regularly performed by clerks, agents, engine foremen and others. In fact, an analysis of the "evidence" submitted reflects it is, in the main, merely a report of the work done by the yard crews upon information furnished by the station force.

While having no bearing on this claim, which as heretofore set forth does not include any dates subsequent to September 8, 1961, in order to set the record straight as concerns that contained in the last paragraph, page 20, of General Chairman Wine's letter of September 27, 1961 (Carrier's Exhibit "A") reading:

"At this writing the business at Chanute is so heavy that since September 20, 1961, it has been necessary for the trainmaster to work the two yardmasters 12 hours each day and thusly are paying 4 days pay at the present time where they could get by 3 days pay if this yardmaster position was re-instated. It is proven that the work cannot be done by the trainmaster, the agent, and the clerks, and the yard at the present time is in such bad condition that it is necessary to work two yardmasters 12 hours each, each day."

the Carrier desires to state that the Fourth District of its Oklahoma Division was washed out by high water which resulted in all traffic being routed through Chanute at this particular time. In addition, the Missouri Pacific, M-K-T and Frisco Companies were experiencing difficulties from high water and diverted a considerable amount of their traffic to the Santa Fe, which also was handled through Chanute. As a result additional yard engines—one on each track—were being worked in the Chanute yard and the Carrier established, on a temporary basis, an 8:00 A. M. yardmaster position, effective September 21, 1961, to assist in the handling of the increased traffic through Chanute. After track conditions returned to normal and the backlog of cars in Chanute yard moved out there was no longer any need for this second yardmaster assignment and it was abolished October 7, 1961.

As previously stated, there is only one yard engine regularly in service around the clock at Chanute. At many points on this property where only one or two yard engines are employed on a shift we do not have yardmasters assigned. Obviously, then, other employees perform the work, which the Employees claim belongs exclusively to the yardmaster class, at those points, just the same as is done at Chanute since the abolishment of the 6:00 A. M. yardmaster position.

Just what is yardmaster work? This Board has said (Awards 1228 to 1233, for example) that the work of yardmasters does not lend itself to being spelled out or described in definite terms as does the work of many other classes of railroad employees. The work of a yardmaster is basically the work of planning and supervising the work of other employees. The question of how much supervision is required must of necessity be one of managerial discretion to be decided by the Carrier and which rule has reserved to the Carrier. This Board encountered this same difficulty in describing yardmaster duties in its recent Awards 1580 and 1584.

Without receding from the foregoing, if it is the position of the Employees that certain of the work forming the basis for this complaint is yardmaster

work, it is only necessary to direct the Board's attention to Section 1-b, Article I, of the current Agreement, heretofore quoted in Carrier's Statement of Facts, which specifically provides that other than yardmasters may, incidental to their other duties, perform duties performed by yardmasters.

Section 1-b, Article I, as will be noted from the asterisk (\*) designation, is a part of the Arbitration Proceedings, National Mediation Board, Docket No. A-1848, Arbitration 57, Award dated March 21, 1946, and is a section on which it was subsequently necessary to request an interpretation. Interpretation of Arbitration Award, National Mediation Board, Docket No. A-1848, Arb. 57, dated at Chicago, Illinois, March 11, 1950, contains the following question and answer concerning this section:

**"QUESTION 2:**

Is the Carrier correct in its position that Article I, Section 1-b, of the Arbitration Award permits 'other properly authorized representatives of the Company, including General Yardmasters, referred to in Section 2-a \* \* \* ' to perform yardmaster duties incidental to their other duties so long as such performance does not result in the elimination of an existing yardmaster position, or is the Organization correct in its position that the incidental performance of yardmaster duties by 'other properly authorized representatives of the Company, including General Yardmasters' in connection with their other duties amounts to a failure and refusal by the Carrier to establish a yardmaster position, and is a violation of that portion of the arbitrated rule reading ' \* \* \* so long as such performance does not result in the elimination of a yardmaster position.'

**"ANSWER:**

The question propounded presents the problem of whether 'elimination' also includes 'failure to establish'.

'Elimination' may, under certain circumstances, include 'failure to establish.' These circumstances may involve volume and character of the work performed. However, the controlling test is whether such work when performed by 'other properly authorized representatives' is or is not incidental to their other duties."

Based on the foregoing, the Carrier has the right to utilize "other properly authorized representatives of the Company" to perform yardmaster work, **incidental** to their other duties. From the work listed by General Chairman Wine and quoted in Carrier's Statement of Facts and in Exhibit "A" it can readily be observed that should any of such work be considered yardmaster work, **such work could only be considered as incidental to the other duties of the Agent and others and such performance of work did not result in the elimination of a yardmaster's position or in failure to establish a yardmaster position** — rather, it was the result of reduction in the amount of supervision deemed necessary by Management. The work simply was not there and there was no longer justification for continuing the yardmaster position. As previously stated, **there were only three yard engine assignments in effect, one around the clock.**

The incidental performance of yardmaster duties by employees other than those of the yardmaster class has been held not to be in violation of the rights of yardmasters by the Fourth Division, National Railroad Adjustment Board, in numerous awards, i.e.:

#### **Award 406**

"We are not required in every case to grant affirmative relief where it may be shown that a clerk, agent or other employe exercises some minor or incidental supervision over yard switching, in connection with the discharge of his other duties. We have recently held in several cases that such violation must be substantial in nature. See Awards of this Division numbered 358, 359, 363, 365, 367 and 396."

#### **Award 497**

" \* \* \* Undoubtedly when it abolished a shift as it did on June 12, 1947, and reduced its yardmaster positions from three to two, some of the minor supervisory work of that position was performed by a foot-board yardmaster, who is a foreman covered by the Trainmen's Agreement. This did not constitute a breach of the current agreement. For the right to abolish a position is undoubted when there is not sufficient work to justify its continuance. It is true that the abolishment of a position does not give to the carrier the right to assign the work of that position to employes not covered by the Scope Rule of the Agreement. Yet the work may be of such a nature, and it may be the apparent purpose of the Agreement that a rigid exclusion of all others from the performance of it is not intended. Such is the case here, and what the carrier did was not a violation of the rule. Award 482 is an authority for a denial of this claim."

#### **Award 1299**

"Singularly absent from the North Fond du Lac Yard picture here presented is any clear showing either of the existence of such a substantial volume of traffic as would reasonably warrant the assignment of a yardmaster at this location, or of the prevalence of a significant amount of supervisory duties uniquely associated with the Yardmaster's Craft.

\* \* \* \* \*

Taking cognizance of the fact that only three yard engines are regularly assigned at North Fond du Lac, one on each shift, and giving further consideration to the extent and range of yard and road activity engaged in at this point, the asserted intrusion upon the Yardmaster's work sphere is not discernible."

#### **Award 1499**

" \* \* \* It is apparent from this record that the basic work of a Yard Clerk is receiving and transmitting orders and keeping records; and the record in this case does not show that the Yard Clerks are acting as supervisors or that they have the responsibilities of supervisors, as is asserted by the Organization. The record shows that Yard Clerks do pass information or instructions to Foreman, but they do not undertake on their own initiative or in their own judgment to determine or instruct how a Foreman shall accomplish his assigned task or what movement shall be accomplished by the Foreman. \* \* \* "

Awarded Section 1-b, Article I, of the Agreement provides that employes, other than yardmasters, may, incidental to their other duties, perform duties



performed by yardmasters. In order to prevail the Employees must conclusively show that work **exclusively reserved to yardmasters** is being performed by others in an amount such as would place the Carrier in violation of the rules. This they cannot do!

The Carrier reserves the right to make such additional reply as it may conclude is required upon receipt of the Employees' ex parte submission.

All that is contained herein has been available to the Employees or their representatives.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This is another in a long series of claims that proceed on the theory that work has been removed from a collective bargaining agreement by an employer's unilateral action and assigned to persons outside the scope of the agreement. The success or failure of such claims is governed in large measure by the parties' factual presentation and while numerous claims of the present type have been denied for want of proof (see, e.g., Awards 1156, 1660, 1663 and 1740), a sufficient showing has been made in other cases (such as Awards 1343 and 1835) to require sustaining awards, in the judgment of the Board.

In the present case, Petitioner submitted to Carrier, while the claim was being considered on the property, facts showing in some detail, that after the first trick yardmaster position at Chanute, Kansas, had been abolished, certain designated agents and clerks discharged yardmaster functions at specified times, dates and places. In this setting, confronted with a specific showing in support of the claim, it was incumbent upon Carrier to explain away the charges and present information in defense or rebuttal. It is the responsibility of the parties to present the facts and this must be done while the claim is still under discussion on the property so that both sides may exchange views, meet arguments and if possible settle the controversy.

However, Carrier did not question the quality of Petitioner's proof, deny the facts Petitioner had submitted or present information that might possibly constitute a valid defense to the claim. There is nothing to establish that the duties in question were theretofore performed by non-yardmasters and indeed the only comment Carrier made on the property regarding that point was that "not all" of that work was exclusive to the yardmaster craft. No rule of the controlling Agreement permits non-yardmasters to discharge yardmaster functions in this situation.

The pattern and circumstances of the instant case are substantially similar to those considered in Award 1835. We have reexamined that Award and find it eminently sound and fair. The principles expressed in Award 1835 are applicable to both the substantive and procedural issues of the present case, and we are satisfied that Petitioner has established that a substantial amount of yardmaster duties were performed by ineligible employees on the following dates in 1961: April 6, 7, 8, 10, 11, 15, 18, 25, 26 and 27, May 1, 2, 4, 8, 9, 12, 23, 26 and 27, as well as June 3, 7, 9, 17, 19, 21, 23, 26 and 29, and July 7 and 10.

Accordingly, the claim will be sustained for the dates just mentioned, subject to deductions for earnings received by Claimants for work performed on those days.

We do not agree with Petitioner that this record requires that the entire claim be sustained, although we recognize that that result has been reached in a number of cases. The difficulty here is that the record is not

sufficiently clear or complete to persuade the Board that, because of consistent performance by ineligible of substantial yardmaster functions, this is an appropriate case for an award of such sweeping proportions. Certain claim dates will not be included in the sustaining award since the facts pertaining to them fail to show that the duties they concern were more than routine or clerical in nature. On the other hand, weight has been given to facts indicating that non-yardmasters instructed crews regarding the making and breaking up of trains and handling of cars; if such facts were not all they purported to be, Carrier should have explained them away or mentioned the true circumstances.

In view of the large volume of claims of the instant nature that have come before this Division, it would not seem inappropriate to reemphasize that the responsibility for developing facts at the proper time — while the claim is being explored on the property — rests on the parties. After the case has reached the Board, it generally is too late for very able briefs to mend all the defects caused by inadequate presentation on the property. And it clearly is no answer to say, as parties occasionally do, that anyone familiar with railroad operations ought to reach a desired result. It is an elementary principle, applauded at various times by both parties, that this Board is not at liberty to indulge in conjecture or assumption as to what the true facts are, but is restricted to a consideration of the record as developed by the parties and to the applicable agreement. The wisdom of this principle is particularly apparent when the many shadowy areas in cases of the present category are considered.

We have found that Carrier has engaged in violations by its use of ineligible employees to perform yardmaster work on certain specified dates in 1961. As heretofore mentioned, the claim will be sustained as to those dates subject to deductions for earnings received by Claimants for work performed on those days.

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

The carrier and the employees involved in this dispute are respectively carrier and employee 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 waived right of appearance at hearing thereon.

The Agreement was violated.

#### AWARD

Claim sustained to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of FOURTH DIVISION

ATTEST: Patrick V. Pope  
Secretary

Dated at Chicago, Illinois, this 29th day of January, 1964.

**CARRIER MEMBERS' DISSENT TO THE FOLLOWING AWARDS:**

Award No. 1897, Docket No. 1821 — RYA vs. AT&SF

Award No. 1898, Docket No. 1843 — RYA vs. AT&SF

"Carrier Members dissent."

**C. A. Conway**

**A. H. Deane**

**J. R. Wolfe**

**OPINION OF LABOR MEMBERS WITH RESPECT TO AWARDS 1897  
AND 1898, DOCKETS 1821 AND 1843 — RYA vs AT&SF**

While we certainly agree with the determination which recognizes the violations of the Agreement, there was no sensible or logical basis for sustaining the claims only for the days on which specific evidence was produced to prove the infractions.

These claims were processed subsequent to the abolishment of yardmaster positions, and requested payment for an initial specific date and all subsequent dates, to require the Carrier to correct the conditions which gave rise to the dispute.

Certainly, the violations as indicated on the large number of dates was adequate to prove a regular and continuing disregard for the rights of the Employees to the work involved.

This award will contribute to an eventual demise of what have been known as "continuing claims", long recognized by the various Divisions of the National Railroad Adjustment Board, specifically provided for in negotiated Agreements; will force the Employees to submit multitudinous claims for specific dates, thereby, further over-burdening the various Divisions and adding to the backlog of cases now a matter of serious concern.

Claims should have been sustained as made.

**LABOR MEMBERS**

**R. H. Wachowiak**

**J. P. Tahney**

**W. J. Ryan**