

**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 SANTA FE  
RAILWAY COMPANY — EASTERN LINES**

**STATEMENT OF CLAIM:** Claim and request of the Railroad Yardmasters of America that—Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, in seniority order as their seniority would have or will permit them to work, for two yardmaster days for September 9, 1961, and all subsequent dates until the condition complained of is corrected, on account of the abolishment of the two yardmaster positions at Chanute, Kansas, and the performance of the yardmaster's work by others outside the scope of the Agreement.

**EMPLOYES' STATEMENT OF FACTS:** This is a companion claim to those now before the Fourth Division covered by Dockets 1820 and 1821, and resulted from the further reduction of Yardmaster positions at Chanute, Kansas, effective September 9, 1961, Exhibit "A" leaving only one such position at that point, the starting time of which has been changed a number of times. During the hours in which there are no Yardmasters available the Carrier turned the Yardmasters' work over to other crafts.

Coincident with this latest abolishment the Carrier established "Foot-board-Yardmasters" as indicated by notice dated September 5, 1961, attached hereto as Exhibit "B", also changed the hours of Bill Clerk position from first shift to second shift, hours 2 P. M., to 10 P. M., indicated by attached notice dated September 5, 1961, (Exhibit "C"), to provide additional help on account of clerks absorbing the Yardmaster duties.

**POSITION OF EMPLOYES:** The position of the Employees is reflected by the exchange of correspondence in the handling of this dispute on the property, reproduced as follows:

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe System

Local Lodge No. 50  
Chanute, Kansas

September 16, 1961

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

Dear Sir:

We are claiming two days each date, beginning September 9, 1961, and all subsequent dates for unassigned yardmasters at Chanute, Kansas, due to the abolishment of yardmaster positions at that point. For the following men in seniority order, the two oldest men not working as a yardmaster on each date until these conditions are corrected. The names of the yardmasters follow:

Mr. R. E. Fleming, Mr. C. D. Hanson, Mr. C. W. Heaton.

The abolishment of the yardmaster position at Chanute, Kansas, as of September 8, 1961, and the distribution of these duties to other crafts and the degrading of the yardmaster position at that point is a violation. We are making these claims under managements violation of Article I, Section 1b, and Article IV, Section 4. Please arrange for payment of these claims and the correction of this condition.

Yours truly,

/s/ R. E. Fleming  
R. E. Fleming  
Local Chairman

cc: Mr. E. P. Wine, General Chairman  
611 Glenwood Avenue  
Independence, Missouri"

Letterhead of  
THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY  
Eastern Lines

Office of Superintendent  
Arkansas City, Kansas  
L. Cena, Superintendent

"September 21, 1961  
TK 2787

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

Dear Sir:

Your letter September 16 submitting claims for the two oldest men not working as a yardmaster on each date beginning September

9 until conditions are corrected due to abolishing yardmaster's position at Chanute, naming the yardmasters as follows:

Mr. R. E. Fleming  
Mr. C. D. Hanson  
Mr. C. W. Heaton

I find no violation of Article I, Section 1(b) or Article IV, Section 4, as referred to in your letter of the agreement and the claims are respectfully declined.

Yours truly,

/s/ L. Cena"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe System — Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
October 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, from the adverse decision of Superintendent Cena, his file, TK2787, for two yardmaster days beginning September 9, and all subsequent dates for Yardmasters R. E. Fleming, C. D. Hanson, and C. W. Heaton, in seniority order as their seniority would or will permit them to work until this condition is corrected.

The abolishment of the yardmaster position at Chanute, Kansas and the assigning of that work to others is verified in bulletin notice to other crafts outlining the former yardmasters work and the crafts that shall do this work in the place of the yardmaster. This is a definite violation of Article I, Section 1b, and has caused the elimination of a yardmaster position or positions.

Please arrange for payment of these claims.

Yours truly,

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

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,  
Assistant to General Manager  
M. H. COBLE,  
Assistant to General Manager  
HENRY SCHULTEIS, JR.  
Assistant to General Manager

J. B. NOE,  
Assistant General Manager  
Eastern District  
J. E. LESTER,  
Assistant General Manager  
Western District

"Topeka, Kansas,  
October 31, 1961  
YM-20.5-136

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

Dear Sir:

This will acknowledge receipt of your letter of October 26, claims of Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, September 9, 1961 forward, Chanute.

After our investigation has been completed we will write you further.

Yours truly,

/s/ L. M. Olson"

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

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

J. B. NOE,  
Assistant General Manager  
Eastern District  
J. E. LESTER,  
Assistant General Manager  
Western District

"Topeka, Kansas,  
December 19, 1961  
YM-20.5-136

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

Dear Sir:

Referring to your letter of October 26, 1961, claims of Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, Chanute,

Kansas, 'in seniority order as their seniority would or will permit them to work', for two yardmaster days each date, September 9, 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 each the first and second tricks at Chanute, and the work formerly performed by the yardmasters, none of which was necessarily exclusive to those of the yardmaster craft, required only a small fraction of their 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 positions in question.

The claims are respectfully declines.

Yours truly,

/s/ Y. M. Olson"

Letterhead of

RAILROAD YARDMASTERS OF AMERICA

(AFL-CIO)

"AT&SF System Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
January 24, 1962

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-20.5-136, claims of yardmasters R. E. Fleming, C. D. Hanson, and C. W. Heaton, of Chanute, Kansas, in seniority order as their seniority would have or will permit them to work beginning September 9, 1961, and all subsequent dates until this claim is settled.

We do not accept Mr. Olsons statement in his second paragraph declaring these claims not valid under Article V(a) of the agreement of August 12, 1954, and do continue these claims as valid and legal.

I am including with this letter a copy of instructions put out to the clerks at Chanute, Kansas, for them to do yardmaster work, which had been yardmaster work for many years in laying off and marking up of yardmen. This work at all times has been overseen by

the yardmaster, the yardmen previous to September 9, had been always informed that they had to lay off and mark up to the yardmaster and the calling of crews was ordered directly by the yardmaster which is now being handled by the clerks as the letter of evidence will show.

In addition of this we have records of which copies will be forthcoming showing the car count to be as great as it has in the past, showing the clerks instructing engines, and showing the agent instructing engines besides various other personal in the yard. This evidence will be written up and forwarded to you as it has in the past on the previous Chanute case. For these reasons we know that a violation of the agreement is in effect day by day and we expect our men to receive remuneration for that violation.

Please make arrangements for the payment of these claims and the correction of this condition by re-establishing the yardmaster positions at Chanute, Kansas.

Yours truly,

/s/ E. P. Wine

E. P. Wine, General Chairman

cc: Mr. L. M. Olson, General Manager, AT&SF Railway System,  
Topeka, Kansas

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

Note: Mr. Olson, please note this appeal."

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

"January 26, 1962  
170-1-2-54

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 January 24, 1962, appealing claim in behalf of Yardmasters R. E. Fleming, C. D. Han-

son and C. W. Heaton, Chanute, Kansas account alleged abolishment second trick yardmaster position September 9, 1961.

After I have 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  
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

"March 16, 1962  
170-1-2-54

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

Dear Sir:

This will serve as reply to yours January 24 in which you appeal from Mr. Olson's decision claim in behalf of Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, Chanute, for two yardmaster days each date September 9, 1961 forward.

I have been made acquainted with the facts in this case and have copy of Mr. Olson's letter to you of December 19. Mr. Olson has pointed out that the claims are not valid under Article V(a) of the August 12, 1954 agreement; and I am in agreement with him. Additionally, the simple facts are that the amount of yardmaster work at Chanute diminished to the point where it was necessary to abolish the 2:00 P. M. assignment at the close of work September 8, 1961. The abolishment was accomplished in strict compliance with the applicable rules of the Yardmasters' Agreement.

I find myself in complete agreement with all that Mr. Olson told you in his letter of December 19, 1961. His decision is sustained; your claim is denied.

Yours truly,

/s/ L. D. Comer"

Letterhead of  
RAILROAD YARDMASTERS OF AMERICA  
(AFL-CIO)

"Santa Fe System Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
September 4, 1962

Mr. O. M. Ramsey, Assistant Vice President  
AT & SF Railway System  
80 East Jackson Blvd.  
Chicago, Illinois

Dear Sir:

I wish to request an extension on the time limit on case at Channute, Kansas under your file 170-1-2-54.

According to my records this case is due to expire September 16, 1962. Please grant a sixty day extension and advise.

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

O. M. RAMSEY  
Assistant to Vice President

A. D. STAFFORD  
Manager of Personnel

Assistant Managers of Personnel:

R. J. VANDERZYL  
E. J. DROEGEMUELLER  
W. M. NOLAN  
L. P. RICKS  
G. C. NAREL

"September 6, 1962  
170-1-2-54

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

Dear Sir:

Answering yours of September 4, 1962 referring to claim of Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, Channute, for two yardmaster days each date September 9, 1961 forward, in which you request a sixty-day extension.



The present expiration date is September 16. Your request for an extension to November 15, 1962 is granted.

Yours truly,

/s/ O. M. Ramsey"

Letterhead of

RAILROAD YARDMASTERS OF AMERICA

(AFL-CIO)

"AT&SF System Local Lodge No. 50

611 Glenwood Avenue  
Independence, Missouri  
September 10, 1962

Mr. O. M. Ramsey, Assistant Vice-President  
AT&SF Railway Company  
80 E. Jackson Blvd.  
Chicago, Illinois

Dear Sir:

This is further evidence in connection with cases in Chanute, Kansas, under your file, 170-1-2-54, showing the complete taking over the yardmasters duties at Chanute by the agent, clerks, footboard yardmasters, etc.

On September 7, 1961, trainmaster M. W. Gibson put out the following circular.

'Effective Saturday, September 9, the second trick yardmaster position at Chanute will be abolished. Trainmen or yardmen desiring to lay off or mark up when no yardmaster on duty at Chanute may do so with the clerk on duty.'

(Signed M. W. Gibson.)

The following pages will demonstrate completely the work done by others than yardmasters which for years has been yardmaster work and the car count will show that the yardmaster work is still there.

On September 9, the foreman was given the check of the yard number 9 extra to Pawhuska for 8:00 A.M. number 8487 to switch number 7 to car for Moline, number 6 way car for number 86, number 5 is Humboldts, number 4 is 458's, number 3 was Topekas and Ottawas washers and empty boxes, Number 2 track was part 86' switch, number 15 was a cut away, number 10 was cut to switch and some for the KATY, all other tracks was the various cars, empty's from those for various places. This information was all given to the clerk on duty at that time. Car number 87's list consisted of 21 cars with switches for 6, 12, pocket and 6 or 7 other tracks involved in the cut and with one car to set to the team track and 2 for the KATY. Number 86's list consisted of 27 cars with a cut made for two

pulls most of them were for cars for the bad order track and cars for 6 for the Kansas City track. Then when making up these trains he had to pick up Topekas off of 3 track to 6, had to pick up Ottawas and put to 6, and on number 10 he had his Humboldts and Iolas with a cut to make and put some of these Hoppers to 14, and 7 others in on the train for Humboldt and Iola. After number 8, 6 was made up and the foreman spotted up the rip track and the south refinery and then he came back to the yard and received other information about taking cars to ash grove and various industries north of town.

On September 9, 1961, the following turnover was given to the afternoon foreman. Number 85 about 4:00 P.M. ash grove has four cars meant to come out, spot empty cement hoppers on wash track, stock train about 3:55 P.M. number 84 about 4:40 P.M. Number 86 will have two cars of cattle for Kansas City, change engine 2249 for the 2848. Number 1 track has 78 to switch, number 3 has washers and empty ballast, number 4 is a Kansas City track, number 7 has Winfield, Moline, Cherryville Friscos. On numbers 78 lists consisted of 8 cars and the way car, cars were put Cherryvilles to 7, Topekas for 5, empty boxes to 12, and another Topeka to 5, Ash Grove to 14, empty boxes to 12, and a Wellington load for 10, and the way car to the coach track. The list of the cement coming out of the Ash Grove Plant 5 cars, one for Kansas City, 4 for Topeka. Topekas to 5, and Kansas Citys to 6. Number 85 arrives at 5:30 with 24 cars and a way car. The foreman was instructed to switch the following cars making a cut coming off of Pittsburg for 11, and empty box for 12, Fredonia hoppers 14, 2fc for the coach track, for the pocket another box car for 12. The next cut consisted of the cars for 9, Winfield, Cherryville, 7, double box for 11, Coffeyville for 15, Winfield for 9, Pittsburg for 4, bad orders for 12, Tulsa for 8, and Cherryville for 7, Coffeyville for 15, and an empty hopper for 14. Extra 2711 arrived 6:45 and the conductors list was marked for the foreman accordingly making a three pulls off a train consisting of 59 cars and way car.

On September 9, 1961, 4:47 P.M. the following wire came to the yard office for several switchmen to be notified at outside points and one for Chanute to notify daily of his assignment on a certain job, all of this was handled by agent Mowery in lieu of yardmaster being pulled off.

On September 9, 1961, gave foreman Donald one car on the rip track for Emporia to put to north end of number 3, also 1 car to Mid-America to take to the KATY, empty box car to get off of the team track, empty box car to get Consolidated Oil for number 12, two cars to get at the storage compartment, one for North Kansas City, and the other is a DAF car to old, put at number 19. Also list of cars on number 3, consisting of several hoppers for the wash track and a grain car for the colony and one for Humboldt, and an empty ballast back no number 3. George W. Riker, Jr., marked up at 7:50 P.M. to yard clerk Mayhur which was handling the board.

On September 11, 1961, in handling the crew board messenger received to dead head conductor to Kansas City qualified for the KCT to protect Mr. Loves place advising joint with Mr. Gosset at Kansas City was sent. This was handled by Agent Mowry, Mr. Roff being available. Also message was received to post in the book advertisements advertising of jobs place H. M. Bailey. This was handled by

the Agent Mowry. Also wire was received J. C. Hewitt displacing J. F. Barnett on helpers position 'B' field man, 9:30 P. M. trick Independence, and will protect Tuesday, September 12. Barnett notified at Chanute and is taking extra board. This handled by the trainmaster clerk Mr. Allison. Following wire received Switchmen Silor wants to lay off tonight account of sick (Signed) Morris. Mr. Sandage was called and drove his car to protect this was handled by Agent Mowry. Foreman O. R. Sperry received the following list of 20 cars from Agent Mowry at 9:20 A. M. These cars were to be switched out clean cars to 14, and the washers to be taken to the wash track. September 11, 1961, the agent gave foreman Donovan the following turnover, stock extra 3:45 P. M. KATY ABOUT 2:00 P. M. engine 2707 dead in train 88, tonight to Argentine, rip 1 to pull, rip 3 to pull, want 3 or 4 flour box for Coffeyville tonight, VENX 766 spot in the yard to load team track, car to get out for Pittsburg, bar KATY hopper for the rip track, Collinsville wants 5-100 cap Rf for brick loading. Want car number 78 in number 1 track to switch. A list was given to number 14 track consisting of about 15 cars, 87324 to Ash Grove for 10, the dirty hoppers were switched to 14, and the KATYs switched to number 10, empty ballast to number 3, and a car Katy to number 10. The pocket list consisted of 1 car for number 15, to be weighed, number 13 was four empty hoppers to put in the pocket to take to the wash track. A list of the rip track was also given to the foreman consisting of 29 cars which were switched out as marked. At that time the KATYS were also delivered and Mid-America was finally switched. On cars coming from the KATY consisted of 7 cars which were put to the following track, 13, 14, 13, and 14. The list of cement from the Ash Grove consisted of 18 cars which were switched accordingly, number 10 number 5, 3, 6, 7, 5, 1, 6, 7, 10, 1, 7, 13, and 3. Part of the list of extra 2711 was also given the foreman consisting of 18 cars which were instructed to switch out as marked. In lining up this foreman in the office at the beginning of work 1 hour was lost in this process.

On September 12, 1961, agent Mowry lining up foreman Geo. Riker for the following work 1½ hours in the yard office getting the dope. This give of number 78's train consisting of 32 cars which he just switched only part of it. List of number 15 track given of 10 cars which was de weighed and switched out. Also a list of number 11 track consisting of 21 cars to be switched as instructed by the agent. Also the foreman was instructed to switch the Mid-America refinery, and deliver the 5 KATYS and bring the Ash Grove cement in which consisted of 8 cars which were put away as instructed. Other information given instructions spot company scrap on north end of new man and blacksmith shop, Tulsa wants 15 empty solid bottom coal cars, Coffeyville wants all stock cars available, Fredonia wants 7 cement hoppers, 5 cement box. The yard office received the following wire Gibsons Y-45 account D. J. Mitchell on days off and in Chanute notify him at that point he has been displaced by J. H. Licas. This was handled by Agent Mowry and the trainmasters clerk. Also received Seibel reports for work 9:30 P. M. Thursday, his off days today and tomorrow. Notify Sandage at Chanute, handled by Agent Mowrey. 6:00 P. M. The following word received from the yard and the round house to the yard office and relayed to clerk Ward that Ashley (Engineer) doubling on 2:30 P. M. Trick. The following information given to Clerk Ward. D. J. Mitchell bumping George Barnett. 12 midnight job at Winfield. He will protect his job tonight.

On the crew board handling of September 13, 1961, switchman Brewer reported to yard clerk Maher 9:00 P.M. and G. W. Barnett was assigned to Tulsa handled by Maher clerk. Agent Mowrey ordered an extra 10:30 yard engine. Extra switchman Sandage reported to yard clerk Virgil Scott at 6:00 A.M. following wire received 5:24 P.M. Effective at once assignment of Trains 95-96 abolished. Clawson notify engine crews and Mowrey notify train crews, which the agent did. Following wire received at the yard office at 4:00 P.M. Effective at once assignment Trains 97-98 on Howard District abolished. Moline notify conductor Olson and Bkm Jones, Mowrey notify Bkm F. R. Brown and Clawson notify engine crew. Effective Monday Sept. 18 will assign Trains 97-98 operating as follows; Train 98 operating Moline to Emporia on Mondays and visa versa. These instructions forwarded to the crews by agent Mowrey. Other information of crew board handling received from Clerks H. J. Ranhoff reported to Alvis yard clerk 6:00 P.M. September 11. Alvis call R. A. Sandage to Dead head to Independence for the 9:30 P.M. yard trick September 11, J. F. Barnett reported to Agent Mowrey 2:00 P.M. September 11. George Riker reported to yard clerk Maher 7:50 P.M. September 10. Switchman Mitchell to someone September 10 in the afternoon. On September 13, 1961, continued with other switchmen given Foreman Sperry Clerk Ward gave the following lists at 1:35 P.M. on number 19 track consisting of 6 cars, 1 to switch out from Pittsburg, and 1 to switch out and take to the high line and spot with company scrape loading on the new main. On September 13, 1961, the following instructions were given to foreman Donovan and the agent inforces. Number 1 track 78 to switch, number 4 is rip to switch, number 6 is rip to switch, number 10 is Fredonias, number 11 is Independences, 13 is Katys, number 16 to cut to switch, number 17 to cut to switch, Coffeyville wants flour on side cars. The list was given to the pocket with 3 cars to the Mid-America Refinery, and one for the house of fur. A list of number 78's train was received consisting of 25 cars which was switched as marked according to instructions. The list was received to spot a load with Fertilizer from house 3 to the Neo. Fertilizer Company after 5:00 P.M. A list to number 17 track consisting of 10 cars were switched out of accordingly as mort, the list of number 16 track consisting of 22 cars was switched out according to instructions. The Mid-America refinery was spotted up and Katy connection pulled consisting of 10 cars which were switched and put away according to instructions. Ash Grove cement plant was pulled and switched consisting of 11 cars and were put away according to instructions received from the clerk and agent in forces.

The handling of the crew board and so forth on September 14, 1961, a wire was received 9:49 A.M. Chanute order an extra Independence on the call. Crew was called and train ran by clerks and agents forces. Also wire received Chanute order work on extra duty 7:30 A.M. September 14, get in 10 cars of chat and we'll work on Fredonia district in loading chat. This crew called and handled by agents and forces. Following wire G. W. Barnett assigned Helper Pos. A 4:15 P.M. trick Tulsa vice Bailey. Chanute notify Barnett and instruct him protect assignment Friday Sept. 15. This handled by Agent Mowrey. Wire received effective Friday, Sept. 15 assignment of Trains 68-67 impaired and reassigned to operate daily except Saturday Coffeyville to Chanute and return to Coffeyville on turn-around basis, performing local work at intermediate stations.

On September 13, 1961, lists of the rip consisting of 27 cars were received yard clerk Ward at 9:30 A.M. and instructed switchman R. O. Sperry to switch out as marked. On September 14, 1961, Foreman George Riker spent 1 hour and a half in the yard office receiving information from agent and forces regards to working his trick. This received to switch Mid-America consisting of three cars and put away as instructed. This information consisted of extra from the east about 3:30 P.M. fireman on the 2:30 P.M. trick has 8 hours to work, turn crew from extra east as quick as possible and give them all his tonnage, tonnage in the yard, blocking Ottawas, and 458's. Number 4 track consisted of Pittsburg and a cut from the rip, number 6 was Kansas Citys for 88 and cut from the rip number 16 was cut to switch in Coffeyvilles, number 14 track consisted of dirty and clean hoppers, number 13 consisted of cars to deliver to the KATY. Foreman Riker was given a list of number 78's train consisting of 18 cars to switch out and put away as instructed. A list was given to foreman of extra 2848 consisting of 56 cars and a way car and with instructions to switch out as marked.

Crew board of handling were received for Independence, to furnish switchmens to the 2:00 P.M. trick which was handled by the agent Mowrey. This was for September 15, 1961, September 15, 1961, instructions were given to the foreman from Clerk Ward of the condition of the yard, rip to switch to the number 2 track, number 3 was Ottawa, number was rip to switch number 5 was a cut to switch, number 9 was Tulsas, 10 was Coffeyvilles and Wellingtons, number 15 had up City and a Neo. Fertilizer, number 17 was a KATYS to deliver. 50 minutes was spent in the yard office getting this dope figured out from the clerk. This was received of three rip tracks to be switched out consisting of about 60 cars. KATYS were delivered, Mid-America Refinery switched, and cars pulled in from the Ash Grove consisting of 8 cars which were put away according to instructions from the clerk.

Also on September 15, 1961, the agent called an extra 2:30 yard trick consisting of Mitchell, Donavan, and Mullins and W. A. Day was called for the 10:30 P.M. trick.

On September 16, 1961, the agent called an extra 2:30 P.M. trick, consisting of Mitchell, Mullins, and Aday. Switchman Brewer was called for the regular 2:30 trick and doubled on the 10:30 P.M. regular job. Information was left by clerk to deadhead foreman to Tulsa on the 211 with the 6:30 A.M. trick. Also a helper on 47, Monday for the 4:15 P.M. trick. (Signed) Agent Mowrey. On September 16, 1961, foreman spent 1 hour and 10 minutes in the yard office getting dope from the clerk. A list was given of the rip track left over from 14 consisting of 26 cars to switch out as marked. Also a list consisting of about 25 cars left over from 87's train was instructed to switch out as marked. Also information to pull and spot the KATY connection, switch the Mid-America Refinery and pull the Ash Groves cement in was instructed by the clerk.

On September 17, 1961, agent called extra 2:30 trick consisted of W. E. Aday, D. E. Mullins and Sandage. Brewer was called to deadhead to Independence, and R. A. Sandage to Tulsa. September 17, 1961, 10:19 A.M. assignment of crews 97-98 F. R. Brown was notified at Chanute by the agent Mowrey. Following wire effective Monday September 18, will assign a 4:00 P.M. switch trick at

Chanute working daily except Saturday and Sunday effective Monday September 20, 10:30 P.M. switch trick Chanute reassigned to go on duty 12:00 midnight working daily. Effective Thursday, September 21, 6:30 A.M. switch trick Chanute reassigned to go on duty 8:00 A.M. working daily except Sunday. Effective Thursday September 21, 2:30 P.M. switch trick Chanute reassigned to go on duty 4:00 P.M. working daily. Following wire 11:15 A.M. September 17, effective close of work 9:30 P.M. switch trick Independence going on duty this P.M. is abolished. Morris see all members yard and engine crew notified. On September 17, 1961, Foreman Donovan spent 1 hour and 20 minutes in the yard office getting dope from the clerk and making up tracks on the list. A list of 96's train consisting of 89 cars was received switched according to instructions. A list of number 14 track consisting of 15 cars to switch out the clean and dirty hoppers was received. Also part of a list of number 86's train consisting of 28 cars was received to switch out number 86's train according to instructions. Also the list receiving number 1 train consisting of 15 cars to switch out accordingly as instructed.

On September 18, 1961, handling of the crew board agent Mowrey instructed D. F. Barnett to protect the 6:30 A.M. Trick Tulsa account of Brown on vacation. Switchman Mitchell reported to Clerk Alvis which was marked upon the board at 7:00 P.M. Agent Mowrey ordered an extra 8:00 A.M. trick Mullins, Aday and Sandage. Following wire received at Trainmasters office H. J. Rauhoff and K. E. Summers, Brakemen G. M. Niver, W. L. Johnson, K. E. Tucker and A. L. Chard assigned Trains 95-96. All men were notified by Agent Mowrey. Effective this date mark W. E. McCoy up on conductor's extra board and will leave at this board one man. Notified by agent Mowrey. Also effective this date you will mark up Brakeman G. W. Riker, Jr., up on chain gang car with Conductor Whitmer upon his arrival train 96 tonight. Handled by Agent Mowrey. Confirming phone with Pinegar. J. C. Hewitt displacing H. M. Parks Helper Pos. B. 4:15 P.M. trick Tulsa and will protect this p.m. Pos. B. 4:15 P.M. Pinegar notify Parks and advise what will take and when protect. A lot of crew men are being handled by the trainmaster and the office clerk W. A. Allison. Some of the switching work for the September 17, 18, 1961 a list of consisting of 10 cars received the agent at 8:00 A.M. to foreman R. O. Sperry to switch out Joplin to Pittsburg as lists was marked. Also Foreman Sperry received from clerk War at 10:30 A.M. a list of number 78's train which was instructed to switch out as marked. On the foreman going to work at 4:00 P.M. took 55 minutes in the yard office to get switch lists and marking up agent and clerk. Received a list of train left over from following day consisting of 50 cars which were instructed to switch out. So received a list of 7 cars in number 15 track to switch out accordingly. Also list of cars 14 of ten hoppers to switch out for Fredonia. Also a list to number 8 track consisting of 19 cars to switch out accordingly. Also a list of number 12 cars consisting of 15 cars to switch out accordingly consisting of Independence, Coffeyville, and bad orders for the rip. Also received list to switch Mid-American, deliver the KATYs, and pull the Ash Grove cement consisting of 17 cars which were listed up and switched out according to the clerks instructions.

On September 19, 1961, the crew board handling the phone with Agent Farher, E. Seibel displacing T. L. Williams on helper Pos.

B 8:00 A. trick Winfield and will protect Thursday September 21. Farher notify Williams and advise what will take and when protect. Following information D. E. Bailey assigned as pin puller 4:00 P. M. switch trick Chanute with rest days Sunday and Monday. Hull notify Bailey and instruct him protect new assignment tomorrow September 21. Chanute deadhead switchman to Bartlesville on 47 in A. M. protect 4:00 P. M. trick place Bailey. Handled by agents and clerks. D. G. Stauslaus instructed to drive. On September 19, 1961 Foreman Sperry received a list of 27 cars from the agent 9:55 A. M. and instructed to switch out accordingly. Also same date lists were received from Clerk Ward 9:55 A. M. lists of 1 Topeka, and 1 Ottawa car on number 9 track to put away as instructed, also a list of number 13 track consisting of 18 cars received from Clerk Ward at 9:55 A. M. to put away as instructed. Received lists from agent at 1:40 P. M. consisting of 3 cars on number 3 and 5 cars on number 17, to put away as instructed. Also received lists from Ash Grove 12:15 P. M. consisting of 10 cars of cement which were instructed to put away by the clerk. The 4:00 P. M. Foreman Lillton received instructions from Clerk Ward number 1 track 78 to switch, number 2 part of 96, number 3 78 to switch, number 4 68 to switch, number 5 was part of rip, number 6 is Independence, number 10 is 85's to switch, number 13 is Ash Grove and to deliver. G. W. Rikers foreman started with number 78's list consisting of 9 cars which were switched and put away accordingly to instructions. Received lists of 2 cars and number 13 one to put on number 4 for the head end of Ottawa turn and one for Winfield on number 9 to couple way car 1826 on number 7. Received list from Clerk Ward at 8:10 P. M. consisted of 30 minutes of marking up lists of wash track, 33 cars to switch out as instructed. Also received the list of the extra from the south consisting of 88 cars which were marked up and instructed to put away accordingly.

On September 20, 1961, the following assignments were made, Foreman H. M. Bailey helper R. O. Sperry, helper George Wilson on 8:00 A. M. all notified by the trainmasters clerk. 4:00 P. M. trick foreman G. W. Riker, pin puller L. A. Allen, Field Man L. W. Donovan all notified by agents and trainmasters clerk Allison. 4:00 P. M. Trick of Sunday and Monday E. O. Anderson foreman, D. E. Bailey helper, and G. W. Wrestler helper all notified by trainmasters clerk. 12:00 Midnight trick R. E. Fleming foreman, R. A. Sandage helper, C. W. Heaton, helper, notified by trainmasters clerk. Relief trick C. D. Hanson, foreman, Helper O. W. Ivins, and Helper D. D. Miles all notified by the trainmasters clerk. On September 20, 1961, along with other lists received by foreman Sperry at 10:30 A. M. a list of 75 cars was received from clerk Ward to switch out and put away according to instructions. The car count on the September for 16 days continued to increase to 10313 cars.

On September 21, the one yardmaster position was re-established at Chanute making a compliment of 2 yardmasters on duty. 8:00 A. M. to 4:00 P. M. and 6:00 P. M. to 2:00 A. M. These yardmasters were instructed to work and did work 12 hours a day to avoid putting on the third yardmaster trick. Each yardmaster working four hours at time and one-half thusly costing management instead of three days for each date, it cost four days for each date. This was continued intermittently until November 16, 1961, when the first trick yardmaster was abolished and the yardmaster position worked

6:00 P.M. to 2:00 A.M. only. Although we feel that it is not necessary to supply the day by day operation for each of these days when we are claiming yardmaster pay we have evidence on a daily basis to show the others than yardmasters are doing yardmaster work at Chanute and we are taking excerpts from various months showing this work.

On November 16, 1961, Clerk V. Hanson accepted a call from Switchman D. L. Mitchell to report for work and also called L. W. Donovan to work on the 4:00 P.M. trick, this formerly yardmaster work. On this same date November 16, 1961, yard clerk Ward instructed engine foreman Riker to switch 19, 14, 11, 7, and to do the rip work giving list of that work. In the afternoon of the same day Clerk V. Hanson instructed the afternoon foreman to switch extra 2889 and to switch north end of 15 track and north end of number 3 track.

On November 17, 1961, Yard Clerk V. Hanson notified Yardmaster L. E. Taylor that he was assigned to 6:00 P.M. Yardmaster position on same date Agent Mowrey under the instructions of M. W. Gibson, trainmaster, notified the crews on trains 95-96 of their assignments and when to report, and also to consult Brakeman Drybread and Wilson as to their desires to mark up on chain gang car with Conductor Witmer in place of Brakemen Adams and T. P. Jones. Agent and forces instructed foreman to switch extra 2731 23 cars and the switching of number 5 and 10 and gave complete turn-over to switchman of condition of yard and what to do.

On November 18, 1961, handling of the crew board Switchman R. M. Barnett reported to V. Hanson at 4:15 P.M. At 2:13 P.M. November 18, wire received from Shumakeer at Emporia to run extra Fredonia turn on duty 3:00 P.M. with what traffic to move. Crew call and train made up by yard clerks and agents forces. Clerk V. Hanson called Switchman H. M. Bailey for the 4:00 P.M. trick. D. G. Stanislaus reported to Hanson from Coffeyville at 3:40 P.M. R. M. Barnett reported to Clerk Maher for 4:15 P.M. V. Hanson called Witmer for extra west, Brakeman Aday reported from Moline to Clerk Maher at 5:00 P.M. Conductor New reported to clerk V. Hanson at 11:10 A.M. Switch foreman L. W. Donovan received instructions from Agent Mowrey to switch 5 clean hoppers out of 14 track and take to Ash Grove pass. Also was given list; to number 3 track to switch out light wears out and put in number 17 track and take 17 cars to the pass. Also had 17 cars in number 17 to light way.

In the handling of the crew board November 20, 1961, received the following wire from M. W. Gibson, cut G. C. Stanislaus, M. W. Thomas, R. M. Barnett off the switchmans extra board effective at once. These men were notified by clerk. Agent Mowrey had an extra 3:45 P.M. yard trick called B. E. Bailey, H. M. Bailey, and T. E. Mitchell. Also G. W. Barnett was regularly assigned job at Bartlesville and notified. W. Aday reported from Independence at 6:50 A.M. also called extra for Pawhuska district, 3:30 P.M. P. J. New conductor, Brakeman L. E. Lowe and Brakeman A. M. Benson. On November 20, 1961, Foreman George Riker received lists from Paul Ward to switch 6 cars out of number 11 track for Humboldt, Conley and Iola and line up for number 86's train. Also received



lists of number 13 track consisting of 80 cars to deliver to the connection, 1 car off of the team track for the self-service Grocery to be spotted. Riker was also given part of a list of 87's train consisting of 45 cars which he was instructed to put away and accordingly as marked. Foreman L. A. Allen on the 4:00 P. M. trick was given turn-over of yard by clerk and agent given lists of rip 1 to switch out consisting of 25 cars also Katy connection to pull and 15 cars cement to pull Ash Grove cement plant.

On November 21, 1961, clerk Paul Ward had Switchman W. Aday called for the 4:00 P. M. yard trick. Also R. E. Fleming bumped C. D. Hanson at 8:00 A. M. Hanson bumped Miles off the swing job at 8:00 A. M. Paul Hursh was sent to Coffeyville to protect the 6:30 A. M. Trick. Clerk Mayher had R. V. Wilson called to dead-head on number 48 to Kansas City to protect 47 in place of F. J. Roberts. On November 21, 1961, Clerk Paul Ward gave George Riker a check of a yard and gave him instructions on how to switch, list of 3 cars, number 15 to weight and line up for Kansas City, 1 car on the oil rack, to line up for Coffeyville, 2 cars in number 4 to line up for Humbolt, and a rip track from the day previous left in number 4 consisting of 26 cars to switch out. On November 21, 1961, Clerk Trumrine and Agent Mowrey gave L. A. Allen the following check of yard, coach track, way car 1826, lists of 2 cars to get out of the team track. Also list of 1 car on the Y to get in number 15 and later weigh, also 9 cars off of number 18 to switch out according to the list marked, also bring in rip 1 and switch out consisting of 24 cars as marked. Number 16 has 3 cars to switch out as lists marked, number 17 has 8 cars to line up for extra west. Pocket consists of 10 cars to line up to number 10, 3, 1, and 3. Also 2 cars in number 15 to take out to the store house.

On November 22, 1961, following instructions were received from M. W. Gibsons office to the yard office, effective at once, reduce chain gang crew to three crews. Please notify Conductor N. E. Whitmer and his two brakemen that they have been removed from the chain gang and they should exercise their seniority. These men notified by Clerk Paul Ward 10:45 A. M. Clerk Paul Ward called H. M. Bailey for the 4:00 P. M. yard trick. R. D. Wilson reported from Argeintine and then bumped at 12:30 P. M. L. W. Drybread bumped 1:45 P. M. Also Brakeman M. W. Wyse reported 9:55 A. M. This handled by Clerk Ward. November 22, 1961, following information given to foreman by Clerk Ward. Mid-American Refinery will load 2 cars of deisel oil, 1 car at the refinery now and one car on house spur to be spotted. Foreman L. W. Donovan also given lists to number 1 track consisting of 26 cars to hold and 3 cars to switch out instructed to switch out accordingly to the lists being marked. He was also given lists to 18 cars off of the Y to switch the clean cars to number 14 and the wash cars to number 18. Foreman L. A. Allen was given information by Clerk Mayher at 4:00, 10 minutes in the yard office getting this dope, coach track, way car 1828, couple on the south end of 5, pocket track 1 car for the ward-wax, 3 cars from the Mid-American for Kansas City, team track 2 cars to get out 1 of them to weibh, Katy connection has 1 car to set to the team track, piggy-back track has 1 2fc car to line up for Kansas City in the north end of number 11 empty coal car for 2026, and scrap car to get off of rip 4. After switching the north refinery, and pulling the KATY connections he is instructed to get the Ash Groves cement consisting of 8 cars which were switched according to lists being marked by clerks.

Clerk Ward called V. E. Mullins 4:00 P.M. trick November 24, 1961, also notified A. L. Caard, E. K. Wilson, R. F. Brown, and they were cut off the board. Clerk Scott marked up R. D. Wilson Kansas City, 3:20 A.M. K. A. Summers reported to clerk Paul Ward 2:15 P. M. Wm. D. Sperry laid off to Mayher at 5:30 P. M. Clerk Mayher called switchman D. E. Mitchell to deadhead to Independence, for the 9:30 P.M. trick. Clerk Paul Ward worked Riker turnover yard with list instructions to switch part of 96 train consisting of 28 cars also lists number 13 consisting of 15 cars line up for ash grove, KATYS and Wellington. Also instructed foreman to take delivery KATYS and Ash Groves to the plant and connection and pull the connection and switch number 78's train consisting of 20 cars.

Signing of the crews November 25, 1961, Switchman D. E. Mullins was called to deadhead on 2:11 to protect the 6:30 P.M. Tulsa in place of Culbertson. Clerk Ward called J. F. Barnett for the 4:00 P.M. trick also marked up L. W. Drybread in off 78 trains. Foreman L. W. Donovan received lists from Agent Mowrey on number 4 track consisting of 6 cars to couple up on the head end of number 86's train. Also was given lists for number 86's train consisting of 37 cars which were booked up by Clerk Ward. List of cement from Ash Grove was marked up consisting of 8 cars and put away according to clerks instructions.

Handling of the board 112761 D. E. Mullins deadheaded to Tulsa for the 6:30 Trick called by V. Hanson, T. E. Mitchell reported from Independence, 3:45 A.M. Clerk Crumrine marked up extra conductor for 3:00 P.M. On November 27, 1961, foreman George Riker was given lists by Clerk Paul Ward number 17 track consisted of 5 cars, 3 for the KATY, and 3 for Humbolt to line up number 86's train. Pocket track consisted of 1 empty tank to be delivered to the Mid-America Refinery and 6 hoppers to take to Ash Grove Pass, 3 box cars to put in the plant. Also part of number 96's list consisted of 24 cars were given and marked up to switch accordingly. Also list number 10 track consisting of 18 cars to switch out and line up as marked. Also list of rips from previous day consisting of 26 cars to switch out and mark up as marked. Also list of number 15 track consisting of 21 cars to switch out and line up as marked. Foreman Donovan was given lists from agents to get 9 cars from Ash Grove to switch out the Mid-America Refinery and pull the KATY connection, also was given a list of number 85's train consisting of 34 cars to switch out as marked.

Handling of the crew board, November 28, 1961, received wire from trainmasters office to deadhead switchman to Winfield by auto W. Aday was called by C. C. Crumrine to drive. Clerk P. Ward marked up at 10:15 A.M. Following wire received in trainmasters office. Please arrange deadhead brakeman qualified as brakeman to Kansas City on train 48 to protect number 47. W. Aday was called. Regards switch engine work received wire to place business car 404, Mr. Fish on the rear end of train 212. Other instructions given foreman G. W. Riker, list of 86's train consisting of 28 cars to put away as list marked. Also the list of the rip track consisting of 20 cars to switch out and put away. Also number 78's train consisting of 4 cars was wanted away and line up for Kansas City. Clerk C. C. Crumrine gave Foreman Anderson the following information. 2 cars to get off of rip 4, 1 for 6 and 1 for 7, bring in rip 3, and shove in

card number 5, 2 cars get out of ward-wax, 1 for Kansas City, and spot the other one. On the south track, get way car 1828 and couple up to south end of number 6, also get 3 cars out of Mid-America Refinery and cut north end of number 7. 5 cars off of the KATY connection and switch out according to marked lists. Also Foreman Anderson was given a list of the previous days rip track consisting of 29 cars and switch out according to marked lists. Clerk Mayher also gives Foreman Anderson another list of rip left from pervious day consisting of 20 cars to switch out also 3 cars from ward-wax to deliver from the KATY.

The yard handling of the crew board, November 29, 1961, Clerk Mayher marked up switchman D. E. Mullins for 4:30 P. M. Clerk Paul Ward marked up G. M. Niver at 9:55 A. M. Clerk Ward run a Pawhuska extra for 7:00 A. M. consisting of C. L. O'Brian conductor, G. E. Barnby, brakeman, M. M. Wise, Brakeman. Regards to switching on November 29, 1961, Clerk Mayher lined up Switchman Anderson with the following work, number 2 78 to switch, number 4 Kansas Citys for 88, number 5 is rip track to switch, number 7 is Fredonias and Buxtons, number 9 is Tulsas. Also Switchman Anderson given the list of pockets tracks to line up for Kansas City and Winfield. Also Switchman Anderson had a list of number 15 track to way cars to Pawhuska to put away.

Handling of the crew boards on November 30, 1961, agent Mowrey ordered a Fredonia turn consisting of Conductor Sperry, Brakeman M. L. Anderson, and Brakeman E. J. New. Clerk Ward ordered an extra 4:00 P. M. trick, J. F. Barnett, H. M. Bailey and D. E. Mullins as the crew. T. E. Mitchell marked up at 2:30 P. M. to Clerk Ward. G. W. Riker reported for Tulsa 5:30 P. M. L. W. Donovan reported to Paul Ward at 10:00 A. M., Brakeman L. E. Walker laid off to Clerk Ward at 12:35 P. M. W. E. Aday assigned to end field notified by Clerk Ward. In other words switching November 30, 1961, Clerk Ward gave Foreman George Riker lists to make up 86 on number 2 and number 4 Ottawas off of number 3 to put on. Gave lists of number 86 switch inbound to switch consisting of 24 cars. Also gave car lists to 87 train consisting of 17 cars to switch and put away. Also lists of number 78's train consisting of 24 cars to switch, 1 to put in number 15 and way. Clerk Mayher made turnover of switching to H. M. Bailey, foreman on the 4:00 P. M. trick, 3 consisted of 458's for 88, 4 is Ottawas, Topekas, 5 is rip track to switch, number 6 was Ottawas, Coffeyvilles is number 10, Pawhuskas is number 15, light weighers is number 16. Also gave Foreman Bailey a list of the rip from previous days consisting of 30 cars to switch out as marked. Also gave him list of rip track of the same day consisting of 23 cars to switch out and put away. In addition to that rip track work he switched to north refinery and pulley Katy connection and Ash Grove Cement plant. The car count remained high in the month of November totalling 5619 cars for that month. So that this sampling of evidence will go from one time to another we will move here to May 15, 1962.

Handling of the crew board May 15, 1962, clerk Ward called Ernie Seibel switchman for the 3:00 P. M. trick. He called number 86 for 11:00 A. M. marked D. W. Wrestler off 12:35 P. M. marked up L. A. Allen, 7:35 A. M. Marked up E. O. Anderson to 5:00 A. M. V. Scott marked up H. M. Bailey 6:17 A. M. V. Scott marked up G.

M. McKelvy 6:40 A. M. Clerk V. Hanson marked up T. L. Williams 6:00 P. M. Clerk V. Hanson marked up T. A. Tucker at 6:15 P. M. The car count for May 15 was 425 cars. On May 15, 1962, Clerk Ward lined up the foreman at 7:00 A. M. the following work. Car number 87 lists consisting of 19 cars. Car number 88 list consisted of 18 cars. A continued list of numbers 88 train consisting of 15 cars. Received a list of number 17 track consisting of 14 cars. Received another list part of a list of 96's train consisting of 10 cars. Received a list of number track with two cars Iola a list of pocket track with a bunk car to spot number 20 and the ballast car for 3. Also lists number 13 track with 2. Katys to deliver. The 12:25 P. M. clerk gave foreman at the north end of the Denver lead to switch consisting of 10 cars. 12:25 P. M. clerk gave foreman a list of number 78's train consisting of 11 cars and a way car to be put away, bad order car to set south end of rip 3. At 2:15 received lists from clerk to get 2 cars oil for Kansas City out of the Mid-America and 2 loads from the KATY connection. Also in the work received at 12:25 had a list of the wash track consisting of 20 cars which was to shove in number 8. 3:30 A. M. Clerk gave Switchman Foreman Donovan list of about 25 cars on rip 3 to shove rip 1 into yard number 5 then spot the rest of the cars in number 12 on Number 1, also pull 15 cars off of south end of wash track. Also was given list to switch 13 cars remaining off of 96's train. The 3:00 P. M. foreman lined up the switchman to pull rip 3 consisting of 27 cars to put away as listed and marked. Also had four cars behind engines which were dropped to put into number 6 track. Also received lists of Ash Grove cement consisting of 15 cars which were marked up and put away according to lists.

Handling of the crew board May 16, 1962, Clerk Ward called 86 for 11:00 A. M. Marked Switchman Aday up to 10:45 A. M. Called H. M. Bailey for 3:00 P. M. trick, marked G. W. Wrestler up at 3:30 P. M. marked T. L. Williams up on the 7:45 A. M. marked G. W. Riker, Jr., up at 1:30 P. M. Car count for May 16 was 401 cars. Lists of work received for 7:00 A. M. May 16, 1962, car number 88's train consisting of 12 cars to switch out and put away and make up 88, part of 87's tran consisting of 9 cars to put away. Number 6 track consisted of three Iola's for the head end of number 88's train. Number 11 track at 1 Ash Grove gyp to be delivered. The rip track from the previous day in number 6 track consisted of 28 cars to switch out put away as marked. Also number 10 track consisting of 20 cars mostly hoppers and Fredonias, etc. Received lists of number 78's train at 12:05 P. M. consisting of 5 cars which were to be put away as marked and one way load to put in number 15 and weigh and bring back for number 6. Clerk Ward lined up the 3:00 foreman as follows, number 6 is Kansas Citys for 88, number 9 is a cut to switch, 11 is Iolas, Coffeyvilles, 15 is Wellingtons, 18 is Fredonias, Longtons and Arkansas City's, empty shale cars at the plant to be spotted. Clerk also gave foreman 2 cars to get from Mid-America for Kansas City, 1 for the KATY, and one off of hourse spur to spot Mid-America, list of 4 cars on the KATY connection to pull and put away, 1 car on the refinery leave scrape to weigh and line up for Kansas City. List of number 9 track consisting of dirty hoppers to shove out into the pass to be cleaned. Also list to rip 3 marked up to put away with 28 cars.

The handling of the crew board, May 17, 1962, clerk Ward called 86 for 11:00 A. M. Clerk Ward called Seibel for the 3:00 P. M. switch

engine, Clerk V. Hanson marked up Miles at 5:54 P.M. V. Hanson clerk marked up Walker at 6:10 P.M. Car count for May 17, 1962, was 474 cars. Regard to switching on May 17, 1962, 7:00 A.M. foreman was lined up as follows number 13 track, 5 KATYS to be delivered, number 6 track with a colony and a superior for the head end of number 88's train. The rip track from the previous day in number 4 track consisting of 27 cars were all marked up and to be put away as marked. Number 10 track consisting of 9 cars to switch out and put away, 8 cars to follow the team track car number 87's train in number 8 track consisting of 23 cars to put away. Also received list of empty cars to be taken to the Ash Grove. The following work to be given to the foreman by clerk Ward 3:00 P.M. 1 KATY coal car to get off of the star track, 2 company oil to pull out of the Mid-America Refinery, 1 Bartlesville to get to the store house. List of rip 1 track consisting of 9 cars to pull and put away as marked list of rip 3 consisting of 26 cars to pull and switch out as marked. Also deliver the KATY, pull the KATY connection and switch the Ash Grove Cement Plant.

Handling of the crews for May 18, 1962, Ward called number 86's train for 11:00 A.M. Ward called H. M. Bailey for the 3:30 P.M. switch trick. Car count for May 18, 1962, consisted of 329 cars. Switching received from clerk for foreman to May 18, 1962, number 13, two Iolas for the head end of 88, number 7 track 1 Ash Grove for Ash Grove and 1 Cherryville for the Frisco, number 8 track has a car self service soap to be spotted and a car of bales for the Gypsum to be spotted. Also received lists of the north end of 13 consisting 6 KATYS to be delivered to the connection. Received lists number 4 track 2 Topeka for number 8, and 10 cars of company oil to be taken to the round house. Number 5 list consisted of 10 Ottawas to be put on number 88's train. List of the pocket consisted of an empty seat car for the Mid-America Refinery and 1 company oil to hold. Received lists of number 17 track consisting of cement and box 8 cars to be switched out and delivered to Ash Grove part of which was going to Iola, and 2 empty hoppers to be switched out for Independence. At 12:45 received lists for number 78's train consisting of 9 cars and a way car to put away, also at 12:45 received lists of the extra 2848 consisting of 7 cars to switch out and put away.

Handling of the crew board May 19, 1962, Ward called number 86 for 10:00 A.M. V. Scott called McKelvy for 7:00 A.M. Scott also Switchman Sieble for the 3:00 P.M. Ward marked McKelvy up at 3:04 P.M. Ward marked someone off at 11:40 P.M. Ward marked Johnson up at 12:30 P.M. Car count for May 19, 1962, was 412 cars. Clerk Ward also lined up Foreman Anderson to switch number 78's train consisting of 13 cars and a way car to put away as marked, also number 85's train consisting of 12 cars to be put away as marked. Also gave list of shale cars at the pit to be pulled a KATY Connection was to be pulled and Ash Grove Cement Plant to be switched.

Handling of the crew board May 20, 1962, C. C. Crumrine called Cascade to deadhead to Kansas City. R. R. McGretie marked Switchman Aday up at 10:20 A.M. V. Hanson called Wrestler to deadhead to Independence 5:50 P.M. Hanson also marked E. J. New up at 5:00 P.M. Car count for May 20, 1962 179 cars. Clerk Mayher gave Switchman Donovan at 4:00 P.M. the following list. Number 1 a way

car 2249 for 95 to be put on the coach track, number 3 was to Moline, Number 4 is Joplin, number 10 is Jarard and Eries, number 11 was a cut to switch. List number 14 consisted of 25 cars the dirtiest to be switched out and taken to the Y and the washers to be taken to the wash track. Also list number 13 track a car of Gyp rock to be taken to the Ash Grove and a KATY connection to be pulled and Mid-America refineries switched also getting 15 cars of cement at Ash Grove.

Handling of the crew board May 21, 1962, C. C. Crumrine called 86 for 11:00 A.M. V. Scott marked G. W. Wrestler up at 3:15 A.M. Clerk Scott also marked up Brakeman Aday at 4:00 A.M. C. C. Crumrine marked E. J. New up 11:55 A.M. C. C. Crumrine marked E. K. Wilson up at 11:55 A.M. R. R. McCretie called H. M. Bailey to deadhead to Independence at 5:50 P.M. Continuing of the crew board May 21, 1962 R. R. McCretie marked up Brakeman Johnson at 6:25 P.M. Car count for May 21, 1962, 262 cars. The yard clerk lined up the 7:00 A.M. yard foreman May 21, 1962, a list of number 5 track consisting of Humboldt, Iolas, to be put on the headend of number 88's train about 8 cars. Also list of pocket track consisting of 3 cars to be set at Mid-America Refinery. This number 15 track consisting of 3 cars to weigh, one for Coffeyville and 1 for Kansas City, and the other empty box coal car for scrap loading. Also received list of the Y track consisting of 18 cars to shove in to number 14 track. Also received list of number 78's train consisting of 9 cars and way cars switched out and put away. Received list for the Mid-America Refinery and the KATY Connection. Also received information and dope to unload one car of shat in the yard 88262. Clerk Crumrine lined up the 3:00 P.M. yard Foreman L. W. Donovan as follows. A continued list of 78's train consisting of 29 cars to switch out and put away and run the way car to the coach track. Also a list of rip 1 to pull and switch consisting of 27 cars. Then was given instructions to pull the Mid-America Refinery and the Ash Grove Cement plant.

Handling of the crew board May 22, 1962, Clerk Ward called number 86 for 11:00 A.M. Also marked up George Riker at 7:55 A.M. Marked up W. E. Aday at 9:40 A.M. Marked up R. D. Wilson at 9:40 A.M. Virgil Scott marked up H. M. Bailey at 5:10 A.M. Clerk C. C. Crumrine called G. W. Wrestler to deadhead to Independence. Car Count for May 22, 1962, consisted of 323 cars. Yard to switching on May 22, 1962, Clerk Ward was lining up 7:00 A.M. foreman as follows. Number 5 consisted of Iolas and Humboldts to put on the head end of 88, also number 6 track consisted of 1 Topeka for the number 88's train. Also received lists of north end of 13 and 1 KATY to be delivered to the connection. Received list number 96's train consisting of 40 cars to switch out and put away as marked. At 9:00 A.M. clerk gave foreman a list of rip track from the previous day consisting of 23 cars to switch out and put away as marked. At 12:40 P.M. clerk gave foreman list of 78's train consisting of 5 cars, 12:40 P.M.

Handling of the crew board for May 23, 1962, Clerk Ward called number 86 for 11:00 A.M. R. R. McCretie marked D. A. Bailey up at 7:00 A.M. Ward marked Mullins off at 11:50 A.M. Ward marked McCoy up at 9:15 A.M. Mayher marked Nyre up at 5:45 P.M. Car count for May 23, 1962, was 309 cars. May 23, 1962, clerk lined up

7:00 A. M. foremans as follows. Number 6 track 1 to Ottawa, for the head end of 88 train, number 13 track 8 Iolas and 1 Humboldt for 88's train, pocket is 1 empty stock car not sanded to put in number 19 track. Number 1 track is two Company Oil to be spotted to the rack. 12:40 P. M. received list of number 78's train consisting of 12 cars and way car to be put away as marked 1 bad order to be taken to rip 2. Clerk Ward lined up the 3:00 P. M. foreman as follows. Katy connection consisting of 6 cars to be pulled and put away 1 to put in number 15 and way for Kansas City. Also a list of the rip track consisting of 31 cars to pull and switch out according lists being marked Number 85 was to be in at 6:00 P. M. Mid-America refinery be ready to pull at 4:30 P. M.

Handling of the crew board May 24, 1962, R. R. McCretie marked D. W. Wrestler up 4:30 A. M. McCretie also marked Seibel up at 7:00 A. M. Ward called 86 for 11:00 A. M. Ward marked McCoy up 12:10 P. M. Ward marked Whitmer up 11:00 A. M. Ward marked Lowe up at 10:10 A. M. Ward marked Benson up at 11:10 A. M. Car count for May 24, 1962, consisted of 339 cars. 7:00 A. M. foreman was lined up on May 24, 1962, a list of number 6 track consisting of Emporias and Iolas for the head end of 88's train. List of number 13 track consisting of 2 KATYS and one dirty car to be delivered to the wash track. Number 11 track 1 ash grove cement to be delivered. Also foreman was given list of part of number 96's train consisting of 16 cars to be put away as marked. Also given list of number 15 track consisting of 12 cars to be switched as lists marked. Clerk Ward give the 3:00 P. M. foreman the following lists car merchandise in the pocket to be set to the house. List of 8 cars on the KATY connection to be pulled. 4 cars coming out of the Mid-America Refinery to be pulled and Oklahoma City cars to store house to be pulled and brought in and put in number 10 track. Also a list of rip number 1 consisting of 22 cars to switch out and put away as marked then go to Ash Grove and switch the cement plant.

Handling of the crew board May 25, 1962, Clerk Ward called 86 for 11:00 P. M. Ward called V. W. Tasky to deadhead to Moline. Ward marked R. E. Jones off of 9798. Mayher called G. W. Riker, Jr., at 6:15 P. M. Mayher marked W. E. McCoy up in on 78. Car count for May 25, 1962, consisted 718 cars. May 25, 1962, 7804 received lists from clerk number 3 track consisting of Iolas and Topekas, and Humboldts to the head end of number 88's train, also list number 13 consisting of 3 KATYS to be delivered, also a list of number 9 consisting of 1 car for the Ash Grove, and the pocket track consisting of 4 cars of company chat for Ketsinger, also number 8 track consisting of part of 87, 8 cars to be switched out and put away as marked, also rip track from previous day in number 8 given this list 12:30 P. M. consisting of 20 cars, also a list of part of 78's was switched consisting of about 20 cars. Also received list of 7:00 A. M. from clerk of part of number 88's train consisting of 20 cars to be switched out and put away as marked. 3:00 P. M. foreman received lists from the clerk, 1 KATY to get out of the star track and 1 car for house 1, 4 cars to pull from the KATY connection, 1 head end car on the north end of 6 to put in the south end of 19, 1 Iola to pull of the team track, 1 empty box car to get from Consolidated Oil for 12 track. Also information that 5 empty hoppers and 5 box were to be given Fredonia extra. Also Tulsa wanted 15 cross hoppers. There is 6 on the Phelps Spur to get out and 13 hoppers on the Denver

lead to line up. List of one car on the wash track to be lined up for New Salem, also rip 2 consisting of 26 cars to switch out and put away as marked. Also part of number 96's list consisting of 11 cars. Also in yard number 9 consisting of the previous rip 29 cars to be switched out and put away.

Handling of the crew board for May 26, 1962, Clerk Ward called 86 for 10:00 A. M. Marked V. Whitmer up at 8:30 A. M. Marked E. K. Wilson up at 8:30 A. M. Called W. E. Aday for 3:00 P. M. Called E. E. Bailey for 3:00 P. M. Marked George Riker, Jr. off at 11:45 A. M. Marked G. W. Wrestler up at 3:00 P. M. Called Wrestler for 7:00 A. M. Virgil Scott clerk did. Clerk Mayher marked B. W. Caskie up at 5:30 A. M. Mayher marked R. D. Wilson up 6:00 P. M. Mayher marked McCoy off at 6:00 P. M. Car count for that date 399 cars. Clerk Ward lined up the 7:00 A. M. foreman, list part of number 96 on number 2, part of number 97 on number 8, number 9 was a cut from the rip, also list number 17 consisting of 18 cars to be put away, 6 of them are no bills also a list of cement at 1:00 P. M. consisting of 5 cars. 3:00 P. M. foreman was lined up for the following work part of number 87 consisting of 29 cars number 78's list consisting of 7 cars and a waycar KATY connection had 2 cars for number 13 for Wellington, horse spur is a company spur to be turned on the table number 18 is 7 cars first out for the Wash track from Mid-Americas 3 cars and 1 oil for the KATY, number 85's train consisted of 7 cars and a way car given to the clerk at 6:30 P. M. Also at 3:00 the clerk gave a foreman a list to get 1 at the scrap dock to weigh and put number 6 for Kansas City.

May 28, 1962, Crumrine called number 88's for 11:00 A. M. Crumrine marked W. E. McCoy at 12:00 P. M. Crumrine called H. M. Bailey for 3:00 P. M. Crumrine marked G. M. McKelvy for Independence up. Virgil Scott marked K. A. Tucker up at 6:55 A. M. Virgil Scott marked up L. E. Walker 7:20 A. M. R. R. McCretie marked L. A. Allen 8:55 P. M. Car count for May 28, 1962, 384 cars. 7:00 A. M. Foreman received clerk lists number 6 track consisting of 4 Iolas and a way car for number 88, number 4 track consisting of 8 Humboldts, for number 88, list number 13 track consisting of 1 car for the KATY connection to be delivered, received list of a 20 cars over on the Y to be brought in and shoved in to number 14 track, also at 12:40 P. M. received lists of number 78's train consisting of 14 cars to be switched out and put away as marked.

May 29, 1962, Handling of the crew board Ward called number 86 for that 11:00 A. M. Ward marked McCoy up at 11:30 A. M. Ward marked P. B. White up at 12:15 P. M. Ward marked Geo. W. Riker up at 8:00 A. M. Clerk Crumrine marked L. E. Lowe off at 6:00 P. M. Crumrine called D. W. Wrestler for the 11:00 P. M. switch trick. Car count for May 29, 1962, 317 cars, 7:00 A. M. foreman received lists from clerks at number 15 track two St. Joe to put away and on the head end of number 88's train, also list of number 88 inbound train consisting of 15 cars to switch and put away, also remaining list of number 96's train consisting of 25 cars to switch and put away. Also 12:15 P. M. received number 78's list consisting of 18 cars to switch out and put away, also 12:15 P. M. received list of Pawhuska extra 10 cars to switch out and put away. 3:00 P. M. foreman received the following list from the clerk, 5 cars into pocket, 4 for 19, and 1 for 16 to be moved to Adrian, also number 11 2 cars for number



10 to be moved on the extra west house 3 consisted of Tulsa to lined up number 9, number 20 to Ottawas to be put down number 4 track, A list of the high line to get one car off for Topeka and put in south end of number 10, also information of 85 being about 6:00, number 84 about 5:00. Engineer Wagner doubling on 3:00 P.M. trick. Also of list rip 1 to bring in and switch out consisting of 26 cars, also list of the wash track consisting of 25 cars to bring in and switch out and KATY connection to pull and Ash Grove cement plant to pull.

Crew board handling for May 30, 1962, Ward called 86 for 10:00 A.M. marked D. E. Bailey off 8:00 A.M. Ward called McKelvy to deadhead to Tulsa. Ward marked E. J. Mitchell 3:40 P.M. Car count for May 30, 1962, was 256 cars. The switch list received from clerk by the 3:00 P.M. foreman at 3:20 P.M. lists number 15, 3 cars, 2 to way and 1 for number 10, and number 6 and Cherryvale for 7. Lists number 13 track car of stone for Ash Grove and 1 to deliver to the KATY connection, pocket track a way car to set to the store house. Turn engine 2848 in and get 2676, spot 1720 way car to the store house, cut number 17 from the south end switch number 9 from the south end, number 9 was a cut from the rip track consisting of 18 cars, number 17 track consisting of cars of number 87, consisting 9 cars for 14 and 12. Car of chat to get off the star dale track and spot on the south end of the wash track 3 car lengths from the car shed.

Crew board handling for May 31, 1962, Ward called 86 for 11:00 P.M. R. R. McCretie marked switchman Aday up at 7:00 A.M. Ward marked R. L. Hoy up at 12:30 P.M. Ward marked V. W. Taskamp at 1:00 P.M. Ward marked Taskiv off at 1:10 P.M. Mayher called H. M. Bailey to deadhead to Tulsa.

Mayher marked T. E. Mitchell up at 4:30 P.M. Mayher marked H. M. Parks up at 4:30 P.M. Mayher notified D. E. Bailey assigned Winfield, Mayher marked switchman Summers at 6:00 P.M. Car count for May 31, 1962, 313 cars. May 31, 1962, foremans received lists number 13 track consisting of 8 cars to be delivered to the KATY connection and 1 of them for the ASH Grove Cement Plant. Also received lists of pocket track consisting of car sand to spot, a car of company rail for the new main, car on the house 1 for number 12 and if have time pull 40 empty ballast cars in to the pass. At 1:00 P.M. received list of number 78's train which switched part of it switching off 15 cars. The 3:00 foreman received from the clerk at 3:15 P.M. the list of rip 3 to switch out and put away consisting of 26 cars also a list of rip 1 consisting of 28 cars to switch out and put away. Also to pull the KATY connection and get the Ash Grove Cement.

Car count continued high and comparative to 1961 and previous years was 10,185 cars.

To show the full import of the crew calling situation at Chanute which was taken from the yardmasters and given to other employes by order of trainmaster M. W. Gibson, which letter and order is part of this report I will give the following on crew calling.

On June 1, 1962, clerk called a 2 man crew for number 86's train at 11:00 A.M. Clerk Ward called Snider at \*;20 A.M., marked Chard

up at work for 10:50 A. M., marked New up for work at 11:50 P. M. and the agent Mr. Morey marked Aday up at 6:20 P. M. in lieu of no yardmaster on duty.

On June 2, 1962, Ward called Lawler at 8:20 A. M., called the crew for 86 consisting of 3 men at 10:00 A. M., marked McCoy off at 11:00 A. M., marked Parker up at 3:05 P. M. On this same date Agent Mowrey marked Sherry up at 4:30 P. M. and also Andrews and Aday and called Aday to dead head 4:58 at 5:20 P. M.

On June 3, 1962, Clerk Crumrine called Parker for 3:00 P. M. job, marked Aday up at 9:00 A. M., marked McKelvy up 1:45 P. M. Marked McCoy up at 2:00 P. M. and on this same date Agent Mowrey marked Lowe up at 5:55 P. M. and called Birdy at 6:45 P. M. and Aday at 3:25 P. M.

On June 4, 1962, Clerk Scott called work extra consisting of 3 man crew for 7:20 A. M., and marked up Bailey at 4:10 A. M., Also clerk Crumrine called number 86 consisting of a 3 man crew for 11:00 A. M., marked up Helen for 10:00 A. M. and marked up Mitchell at 11:00 A. M. On this same date Agent Mowrey called Helen for RY job at 3:25 P. M. and marked Parker up at 3:55 P. M.

On June 5, 1962, Clerk Scott ordered work extra for 7:15 A. M. consisting of a 3 man crew and called the men. Clerk Ward ordered number 86 and called the 3 man crew for 11:00 A. M. and Ward marked up McCoy at 10:30 A. M. On the same date Clerk Crumrine marked up Hanley at 4:00 P. M. and R. D. Wilson at 4:00 P. M., and Marked up A. L. Chard at 6:15 P. M. and told Switchman Parks to show up for 11:00 P. M. yard trick.

On June 6, 1962, Clerk Ward marked up Tucker at 9:40 A. M., called number 86's train for 11:00 A. M. and called the crew and marked up Seible from Coffeyville at 3:00 P. M. On this same date Clerk McCretie marked up Parks at 7:00 A. M. and Clerk Mayher called McKelvy to deadhead to Tulsa at 6:30 A. M. trick and marked up Aday from Tulsa at 5:30 P. M. Also Ward marked McCoy up at 9:30 A. M.

On June 7, 1962, Clerk Ward called number 86 and the crew for 11:00 A. M. Agent Mowrey marked H. M. Bailey up at 7:00 A. M. Clerk Ward marked Wrestler up at 2:20 P. M. and then at 2:25 P. M. marked Wrestler off, marked Bailey up at 4:00 P. M. and Wilson up at 11:55 A. M. Agent Mowrey marked Edwards off at 5:45 P. M. and Paulsy up at 5:45 P. M.

On June 8, 1962, Clerk Ward called number 86 and 3 man crew for 11:00 A. M., marked McCoy up at 11:55 A. M. marked Donovan up at 2:00 P. M. and Aday up at 1:50 P. M.

On June 9, 1962, Clerk Ward called number 86, and the 3 man crew for a 10:00 A. M. marked up McCoy at 10:45 A. M. and Hanley at 10:45 A. M. and called Aday for 3:00 P. M. Agent Mowrey marked up McKelvey at 5:20 P. M.

On June 10, 1962, Clerk Crumrine called Pawhuska extra and the 3 man crew for 10:20 A. M. marked Anderson up at 1:00 P. M. and

marked Bailey up at 10:00 A. M. On this same date Agent Mowrey called McKelvey for Pittsburge at 6:50 P. M. and marked Mitchell off at 5:20 P. M.

On June 11, 1962, Clerk Scott marked McKelvey up at 3:15 A. M. Clerk Crumrine called number 86 and 3 man crew for 11:00 A. M., marked Bailey to 11:00 A. M. and marked Bernia up for 11:00 A. M. and McCoy at 12:30 P. M. On the same date Agent Mowrey marked Parker up at 4:30 P. M., called D. J. Mitchell for regular job at Winfield and McKelvey for deadhead at Winfield 4:20 P. M., also notified McCory of regular job on number 47.

On June 12, 1962, Clerk Ward ordered number 86 and called 3 man crew for 11:00 A. M., marked K. E. Summers up 2:45 P. M. marked M. L. Anderson up at 12:30 P. M., and marked E. J. New up in on 78. 10:30 A. M.

On June 13, 1962, Clerk Steele called number 86 and 3 man crew for 11:00 A. M. Agent Mowrey marked Bernia up for 2:55 P. M. and Aday for 4:00 P. M. and called McKelvey to deadhead Pittsburge at 6:00 P. M.

On June 14, 1962, Clerk Ward called number 86 and the 3 crew for 11:00 A. M. and called Seible up at 1:40 P. M. On this same date Agent Mowrey marked McKelvey up at 11:30 A. M. and called Stanislaus to deadhead to Winfield at 4:20 P. M.

On June 15, 1962, Clerk Ward called number 86 and 3 man crew for 11:00 A. M., marked New up at 3:30 P. M., marked Mitchell at 8:20 A. M., marked Mann at 10:30 A. M., marked Bailey up at 12:00 Noon, and marked G. W. Barnett up at 2:45 P. M. This same date clerk Scott marked Parker off at 6:00 A. M. and marked Seible up at 6:20 A. M.

On June 16, 1962, Clerk Ward called extra local and the 3 man crew at 10:45 A. M., called number 86 and the 3 man crew for 11:00 A. M., marked New at 11:30 A. M., and called Bailey for 3:00 P. M. Clerk Scott marked McKelvey at 7:30 A. M., marked Mitchell 5:45 A. M., and marked Aday 5:45 A. M.

On June 17, 1962, Clerk Scott called extra south for a 3 man crew for 8:30 A. M., and marked Wrestler up at 5:15 A. M. On this same day Agent Mowrey marked up McKelvey at 9:45 A. M., marked H. M. Bailey up at 10:10 A. M., called Whitman deadhead at 4:50 P. M., called Aday to deadhead to 5:24 P. M. and called G. W. Barnett to deadhead to Pittsburge at 3:15 P. M.

On June 18, 1962, Clerk Crumrine called number 86 at 3 man crew for 11:00 A. M., marked up Tucker at 1:40 P. M., marked up Wise at 8:30 P. M., and marked Donovan off at 1:00 P. M. On this same date Agent Mowrey called Switchman Aday to deadhead Pittsburge at 6:00 P. M. and called Seible to deadhead to Winfield at 4:55 P. M.

On June 19, 1962, Clerk Ward called extra 4:00 P. M., switch trick and crew of Bailey, Seible, and D. E. Bailey, marked Parks off at 9:00 A. M., marked Riker up at 7:50 A. M., marked Holly up off of number 78, and marked up Walker at 10:00 A. M.

On June 20, 1962, Agent Mowrey marked Wrestler at 7:00 A. M. Clerk Crumrine called 86 and 3 man crew for 11:00 A. M. marked

Riker off 7:55 A. M., marked Riker up at 8:50 A. M., and marked Tucker up at 11:45 A. M. On this same date clerk Crumrine marked Sherry off at 4:50 P. M.

On June 21, 1962, Clerk Mayher marked 80 up at 6:00 A. M. marked McKelvey 6:20 A. M., marked Tucker up at 6:30 A. M., and marked Bailey up at 7:00 A. M. On this same date Clerk Ward called number 86 and 3 man crew for 11:00 A. M., marked D. E. Bailey off at 11:55 A. M., and marked H. Bailey off at 2:40 P. M. On this same date Agent Mowrey called Seible to deadhead to Pittsburg at 6:00 P. M., marked Fleming up at 5:00 P. M. and marked Sherry up at 5:45 P. M.

On June 22, 1962, Clerk Ward called New to deadhead to Kansas City at 8:20 A. M. marked Benson off at 10:25 A. M. called 86 and 3 man crew for 11:00 P. M., marked D. E. Bailey up at 10:10 P. M., called Chard O. K. at 8:20 A. M.

On June 23, 1962, Clerk Ward called 86 and 3 man crew for 10:10 A. M., marked Riker off at 12:10 A. M., marked Snider up at 9:10 A. M., called Bailey for Local at 3:00 P. M. along with McKelvey and Parker. On this same date Agent Mowrey marked Riker up 4:00 P. M., marked Wilson up at 4:00 P. M., and marked Brenkridge up at 5:00 P. M.

On June 24, 1962, Clerk Crumrine marked Tucker up at 1:00 P. M., marked Wrestler up at 10:00 P. M., and marked Mitchell up at 1:15 P. M. On the same date Agent Mowrey called H. M. Bailey to deadhead Pittsburg 6:00 P. M.

On June 25, 1962, Clerk Scott marked H. M. Bailey up at 5:00 A. M. Clerk Crumrine called 86 and 3 man crew for 11:00 A. M., called Mitchell to deadhead to Winfield at 2:45 P. M. Also on this date Clerk Maher called Aday to deadhead to Pittsburg 6:00 P. M.

On June 26, 1962, Clerk Ward ordered number 86 and 3 man crew for 11:00 P. M. marked Riker up 7:40 A. M., and marked Anderson up 9:00 A. M. On the same day Clerk Maher marked Benson up at 4:30 P. M.

On June 27, 1962, Clerk McCretie called Extra South and called the 3 man crew for 8:30 A. M. Clerk Ward called 86 and the 3 man crew for 11:00 A. M., and marked Turner off 2:05 P. M. Also on this date Clerk Mayher called Fredonia turn and called the 3 man crew for 4:45 P. M.

On June 28, 1962, Clerk Ward called number 86 for 11:00 A. M., also called the 3 man crew for number 86, marked Mitchell up at 10:15 A. M., and marked McKelvey up at 9:50 A. M. On this same date Clerk Mayher called Pass to deadhead to Winfield for 12 midnight trick.

On June 29, 1962 Clerk Ward called number 86 and called the 3 man crew for 11:00 A. M., marked Turner up 7:35 A. M. marked Minor off at 10:00 A. M., and marked Parks up for 10:20 A. M. The same date Clerk Scott marked G. W. Wrestler up at 7:00 A. M.

On June 30, 1962, Clerk Ward marked Hally up at 9:15 A. M., called number 86 and called 3 man crew for 10:00 A. M. marked Riker off at 1:30 P. M., marked Wrestler up at 12:05 P. M., and marked McKelvey at 3:00 P. M., and called Parks for 3:00 P. M. trick. On the

same date Clerk Scott marked Mitchell up 7:00 A. M., and marked Aday at 5:30 A. M. On this same date Clerk Mayher marked Aday off at 4:30 P. M. because of illness.

On July 1, 1962, Clerk Crumrine called G. L. McKelvey for 3:00 P. M., trick, marked Aday at 8:30 A. M., marked L. E. Walker up 3:00 P. M. On the same date Clerk Scott marked M. E. Whitmer on vacation 3:30 A. M., marked Mitchell 7:00 A. M., and marked Aday up 3:30 A. M. On the same date Clerk Maher deadheaded Switchman Parks to Independence at 9:30 P. M., trick. On the same date Clerk Bonnie marked up Daly at 10:00 A. M., and marked up Riker at 10:30 A. M.

On July 2, 1962, Clerk Scott marked up A. L. Chard from Coffeyville 5:45 A. M., marked Pash from Independence at 6:10 A. M. and marked D. E. Bailey at 7:00 A. M. On the same date Clerk Crumrine called number 86 and called the 3 man crew for 11:00 P. M. marked Riker up at 9:00 A. M., deadheaded Mitchell to Coffeyville for a trick, called Aday for 3:00 P. M. trick marked Wrestler up at 10:00 A. M., and called an extra train for Fredonia and the 3 man crew. Also on this date Clerk McCretie marked Summers up at 4:20 P. M. and called Bailey to deadhead to Independence.

On July 3, 1962, Clerk Scott marked McKelvey up at 7:00 A. M. Clerk Ward called number 86 and called 3 man crew for 11:00 P. M., marked Hally off for 3:30 P. M., marked Tucker off at 11:20 A. M., marked Walker off at 2:55 P. M. and marked Mitchell up 3:35 P. M. Also Clerk Crumrine marked Parks up at 5:00 P. M.

On July 4, 1962, Clerk Ward called number 86 and called 3 man crew for 10:00 A. M., and Clerk McCretie marked D. E. Bailey up at 7:00 A. M.

On July 5, 1962, Clerk McCretie marked up Bailey at 5:50 A. M. On same date Clerk Ward ordered number 86 and called the 3 man crew for 11:00 A. M., marked Hally up for 12:40 P. M. marked Tucker up 1:10 P. M., and marked Walker up at 10:50 A. M. Also on this date Clerk Mayher deadheaded Pash to Independence and marked Aday up at 6:00 P. M.

On July 6, 1962, Clerk Scott marked Seible up 7:00 A. M. Also Clerk Ward called number 86 and called the 3 man crew for 11:00 A. M., and marked Riker up at 11:25 A. M.

On July 7, 1962, Clerk Scott called Aday for 7:00 A. M. trick, marked Parks up at 6:50 A. M. and marked Wrestler up at 7:00 A. M. Also Clerk Ward called number 86 and called the 3 man crew for 10:00 A. M., marked Riker off 11:45 A. M., marked Walker off 9:35 A. M., Marked Lowe off 9:45 A. M., marked Turner off 2:15 A. M., and marked Walker off 2:25 P. M. Also Clerk Maher called Fredonia turn for 4:25 P. M. and called the crew of Hawley, Riker, Jr., and Benson, also marked Mitchell up 5:30 P. M.

On July 8, 1962, Clerk Scott Aday up 3:00 A. M. called Brinkmyer to deadhead to Coffeyville, and marked Parks up 7:00 A. M. Also Clerk Hanson marked Bailey up 8:00 A. M. and marked H. M. Bailey at 10:00 A. M., and marked Riker up at 12:15 P. M. Also Clerk

Maher marked Sperry 4:00 P. M. and called Aday to deadhead to Independence, 9:30 P. M. trick.

On July 9, 1962, Clerk Scott called Pash for 7:00 A. M. trick, marked Aday 4:45 A. M., marked McKelvey 7:00 A. M. Also Clerk Hanson called Bailey for 3:00 P. M. trick, marked Parks up 3:00 P. M., marked Turner up 10:00 A. M. Also clerk McCretie marked up Walker for 5:45 P. M.

On July 10, 1962, Clerk Scott marked up Parks for 8:00 A. M. Marked D. E. Bailey, H. M. Bailey, G. W. Wrestler and G. L. McKelvey, also Clerk Steele marked H. Parks up and called Aday for 212 deadhead to Kansas City, marked Johnson on vacation. Also Benson marked off to Clerk Hanson at 6:10 P. M.

On July 11, 1962, Clerk Maher called Parker for 8:00 A. M. job. Clerk Steele called 86 and called the 3 man crew for 11:00 A. M. and Agent Mowrey marked Parker for 4:00 P. M.

On July 13, 1962, Clerk Scott marked McKelvey at 6:00 A. M. Also Clerk Steele marked McKelvey at 6:00 A. M. Also Clerk Steele marked 86 up and called the 3 man crew for 11:00 A. M. and marked Walker for 4:50. Agent Mowrey marked D. E. Bailey up.

On July 14, 1962, Clerk Scott called McKelvey for 8:00 A. M. job. Clerk Steele called 86 and called 3 man crew for 10:00 A. M. and called Bailey for 4:00 P. M., and marked Riker off at 8:15 A. M. The same date Agent Mowrey marked McKelvey up at 4:00 P. M., Marked H. M. Bailey off at 5:10 P. M., marked Wrestler and Aday off at 5:45 P. M., marked Wilson, Chard, and Riker, Jr., off at 5:20 P. M.

On July 15, 1962, Clerk Scott called an extra for 9:15 A. M. and called the 3 man crew for that job. Agent Mowrey marked up New, Wilson, Chain, and Mitchell for 9:15 A. M. and called McCretie to deadhead to Pittsburg for 6:00 P. M. Also Clerk Hanson called Parks for 4:00 P. M.

On July 16, 1962, Clerk Scott marked Seible off sick at 5:00 A. M., called Mitchell for 8:00 A. M. trick, and marked McKelvey up at 6:00 A. M. The same date Clerk Hanson called number 86 and called the 3 man crew for 11:00 A. M., called Switchman Parks for 4:00 P. M. trick, marked H. M. Bailey up at 8:00 A. M., marked Mitchell up at 8:00 A. M., marked Aday 3:45 P. M., deadheaded V. W. Tasche to Moline for 97-98, and marked Edwards off at 11:00 A. M.

On July 17, 1962, Clerk Scott called Mitchell for 8:00 A. M. and marked McKelvey up at 8:00 A. M. The same date Clerk Hanson marked Mitchell up for 4:00 P. M. marked H. M. Bailey up for 4:40 P. M., marked Edwards up 4:35 P. M., marked Tucker off 4:32 P. M. Also Clerk Steele called 86 and called the 3 man crew for 11:00 A. M. Clerk Scott marked Riker, Sr., up at 7:35 A. M.

On July 18, 1962, clerk Maher called McKelvey for 8:00 A. M. Clerk Hanson marked New 10:55 A. M., called 86 train and 3 man crew for 11:00 A. M., and marked Tucker up 11:45 A. M.

On July 19, 1962, Clerk Maher called McKelvey for 8:00 A. M. marked Riker, Jr., for 5:50 A. M. Clerk Hanson marked D. E. Bailey

up at 8:30 A. M., marked Seible up 3:20 P. M. marked Riker, Jr., up at 5:50 P. M. and marked Wilson up 1:10 P. M., and called 86 and called the 3 man crew for 11:00 A. M. Agent Mowrey on this same date marked Aday up 4:50 P. M.

On July 20, 1962, clerk Scott called McKelvey for 8:00 A. M. Job. Clerk Hanson marked V. E. Bailey 8:00 A. M., marked Hanson 7:40 A. M., called 86 and called the 3 man crew for 11:00 A. M., marked McKelvey up at 4:00 P. M. Also agent Mowrey on this date marked Parker up at 5:30 P. M.

On July 21, 1962 Clerk Scott marked D. E. Bailey up at 8:00 A. M. Clerk Hanson marked Seible up at 3:45 P. M., marked Parker up 3:15 P. M., and called number 86 and the 3 man crew for 10:00 A. M. On this same date Agent Mowrey marked Bailey up 4:00 P. M. and marked Turner up at 6:00 A. M.

On July 22, 1962, Clerk Scott marked D. E. Bailey at 8:00 A. M. Also on this date Clerk Crumrine marked Seible off at 1:30 P. M. called Parker for 4:00 P. M. job, also called Bailey, McKelvey, Aday, D. E. Bailey and Mitchell 4:00 P. M. Jobs and marked New off 3:00 P. M. and called number 86 and 3 man crew for 11:00 A. M. Also on this date Clerk Maher marked Mitchell up 11:00 A. M.

On July 24, 1962, Clerk Scott called Edwards for 7:00 A. M. Pilot, called Wilson for number 77, and called H. M. Bailey for 8:00 A. M. On this same date Clerk Hanson called number 86 and called 3 man crew for 11:00 A. M., marked R. D. Wilson up 10:50 A. M., marked Edwards up 3:14 P. M., called McKelvey for 4:00 P. M. job. Also on this same day Clerk Crumrine marked Seible 5:45 P. M. marked Tucker up 4:25 P. M. and marked Aday up regular job 4:15 P. M.

On July 25, 1962, Clerk Mayher called Seible for an 8:00 A. M., and Walker for work extra at 7:00 A. M. On this same date Clerk Hanson marked Parker 8:00 A. M. and Barnett up at 9:05 A. M. Called 86 and called the 3 man crew for 11:00 A. M., marked H. M. Bailey and D. E. Bailey up for 3:15 P. M. called McKelvey for 4:00 P. M., marked Seible for 4:00 P. M. marked R. D. Wilson up 9:55 A. M., and marked Tucker up at 1:05 P. M., and marked Riker off 4:00 P. M. Also on this same date Agent Mowrey called extra for 2095 for a 7:00 P. M. calling crew of New, Lowe and Benson.

On July 26, 1962, Clerk Maher called Wrestler for 8:00 A. M. and Hanson for 8:00 A. M. Clerk Hanson called Parker 4:00 P. M. and called 86 and called the 3 man crew for 11:00 A. M. Also Agent Mowrey marked Wrestler up 4:00 P. M. and marked Hanson up 4:00 P. M. and marked Wilson up 5:00 P. M.

On July 27, 1962, Clerk Scott called Parker and Wrestler for the 8:00 A. M. job and marked H. M. Bailey up at 8:00 A. M. Also Clerk Hanson called 86 and called the 3 man crew for 11:00 A. M., marked Sherry up 10:30 A. M. Marked Hawley up 10:30 A. M., marked Walker up at 10:00 A. M. Also Agent Mowrey marked Parker up at 4:00 P. M. and Wrestler at 4:00 P. M.

On July 28, 1962. Clerk Hanson marked Bailey up at 8:00 A. M., called 86 and called 3 man crew for a 10:00 A. M., marked Rinkenbaugh up at 11:30 A. M., marked Bailey up at 12:40 P. M., and marked

Tucker off 12:00 Noon. Also Agent Mowrey marked Parker up at 4:00 P. M. and marked Seible up 4:30 P. M.

On July 29, 1962, Clerk Scott marked Wrestler up at 8:00 A. M. Clerk Crumrine called Barnett for 4:00 P. M. Job and D. E. Bailey for 4:00 P. M. job and called 86 and called 3 man crew for 10:00 A. M. Clerk Boreen marked Mitchell up 10:30 A. M. Also Agent Mowrey marked H. M. Bailey to deadhead to Pittsburg at 6:00 P. M. marked Tucker up for 6:15 P. M.

On July 30, 1962, Clerk Scott marked Bailey up at 6:15 A. M., from Independence, marked G. W. Barnett up at 6:30 A. M. from lay off board, marked Brinkmeyer up 6:45 A. M. from Coffeyville, marked Jones 7:00 A. M. off on vacation. Also Crumrine called number 86 and called the 3 man crew for 11:00 A. M., called Wrestler for 4:00 P. M. trick and marked up E. K. Wilson for 1:45 P. M. on number 78. Clerk McCretie marked Mitchell off at 5:30 P. M.

On July 31, 1962, Clerk Scott marked H. M. Bailey up at 8:00 A. M. Also clerk Ward called 86 and called 3 man crew for 11:00 A. M. and marked Miller off at 3:00 P. M. Also Clerk Crumrine called Barnett to deadhead to Pittsburg at 5:00 P. M., marked Tucker off at 5:45 P. M. and marked Sherry off at 6:15 A. M.

The above 2 months of crew calling by the clerks and the agent or others is direct result of the removal of the yardmaster positions at Chanute and the order of M. W. Gibson to take away from yardmasters work which had been performed by them for 40 years. Award 1494 and Award 1495 of the Fourth Division rules on this and in favor of the yardmasters. Please accept this evidence as such and if you desire to talk about it I will be glad to do so.

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  
O. M. RAMSEY  
Assistant to Vice President  
A. D. STAFFORD  
Manager of Personnel

Assistant Managers of Personnel:  
R. J. VANDERZYL  
E. J. DROEGEMUELLER  
W. M. NOLAN  
L. P. RICKS  
G. C. NAREL

"November 14, 1962  
170-1-2-54

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

Dear Sir:

Your letter of November 13, 1962, seeking a further extension of time, which was due to expire on November 15, 1962, in the claim



involving Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, Chanute, for two yardmaster days each date September 9, 1961 forward:

I am willing to go along with your request and grant you another 60-day extension, or until January 14, 1963.

Yours truly,

/s/ O. M. Ramsey"

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

January 10, 1963  
611 Glenwood Ave.  
Independence, Mo.

Mr. O. M. Ramsey, Assistant Vice President  
Atchison, Topeka and Santa Fe Railway System  
80 East Jackson Blvd.  
Chicago, Illinois

Dear Sir:

In regards to discussion held in your office this date with Mr. Vanderzyl, concerning claim under your file 170-1-2-54.

I would like to call your attention to listed footboard Yardmasters and Agent Yardmasters furnished by Mr. Mahoney, General Superintendent of Transportation for Santa Fe Railway Company at the time of Santa Fe Arb. 57, March 6-21, 1946 (Copies of Submitted lists enclosed). I would like to point out that Chanute, Kansas does not appear on either of these lists and thereby our case is substantiated by management's own evidence.

If no further consideration is given by your office on this matter, it will be necessary to give this to the Grand Lodge for consideration before the Fourth Division.

Yours truly,

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

It is clear from evidence produced and presented to the Carrier on the property that the work formerly performed by the Yardmasters at Chanute, Kansas has been parceled out to Footboard Yardmasters, who as such receive what is referred to as a differential rate due to the performance of certain Yardmaster work, to clerks and others.

When this claim was initiated Superintendent Cena simply denied same in the terms—"I find no violation of Article I, Section 1(b) or Article IV, Section 4,"—and when the dispute was appealed to General Manager Olson,

the latter further expanded and contended—"These claims are not valid under Article V(a) of the Agreement of August 12, 1954."—but he did not say why they were not valid, nor did the then Assistant Vice-President Comer in his declination.

Carrier is under an erroneous impression that the Employees on whose behalf the Agreement was made possess no exclusive rights to the yardmasters' work and it may assign such duties to others as it sees fit. The intent of Article I, of the Agreement is clearly evidenced by volumes 6 and 7, Transcript of Proceedings of the Arbitration Board, National Mediation Board Docket No. A-1848, Arbitration 57, which culminated in the present controlling Agreement between the parties, dated April 1, 1946, and we attach hereto as Exhibits "E" and "F", lists of Footboard Yardmasters and Agent-Yardmasters, submitted by the Carrier in connection with those proceedings. It will be noted that Chanute, Kansas, was not included as one of the points where Footboard Yardmasters or Agent-Yardmasters were permitted to perform Yardmaster work.

In a long line of Awards the various Divisions of this Board have held that work embraced within the scope of an Agreement may not be removed therefrom and assigned to others without violating the terms thereof. In this connection we quote from the following:

"Third Division Award 731—

In an equally long line of cases the Board has held that the carrier does not have the right, under the guise of abolishing a position, to transfer the duties of the position to someone else not under the agreement.

Third Division Award 1061—

The principles which govern the disposition of proceedings of this character have been frequently enunciated by this Board. It is well established that the carriers have a right to abolish positions included in agreements when there is no longer work to be performed in these positions; but that where work does remain in connection with these positions, such work is subject to the agreement and must be performed by the class of employees to which the agreement applies. In other words, a position is abolished only when the duties incident thereto are in fact abolished; it is not abolished through the mere transfer of such duties, or some portion thereof, to employees not covered by the agreement, and the work involved under the circumstances continues to be subject to the agreement."

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

**CARRIER'S STATEMENT OF FACTS:** At Chanute, Kansas, prior to April 5, 1961, there were three yard engine assignments in effect, a 6:30 A. M., daily except Sunday, and a 2:30 P. M. and 10:30 P. M., daily, and three yardmaster assignments, a 6:00 A. M., daily except Sunday, and a 2:00 P. M. and 10:00 P. M., daily.

As a result of decrease in the amount of supervision required, there being only one yard engine around the clock in service, except on Sundays when

there was only a 2:30 P.M. and 10:30 P.M. engine, 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. 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. The other claimant, R. E. Fleming, prior to April 5 was regularly assigned as yardmaster on the 2:00 P.M. assignment and effective April 5 was regularly assigned as yardmaster on the 4:00 P.M. assignment.

Effective May 8, 1961 the on-duty times of the two yardmaster 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 only the three yard engine assignments as set forth in the first paragraph of Carrier's Statement of Facts in effect, with the exception that from May 16 through July 6 there was an additional 10:30 P.M. yard engine assigned, five days per week, Monday through Friday.

Claim as a result of the abolishment of the 6:00 A.M. yardmaster position, Chanute, Kansas, effective with the close of work April 5, 1961, covering the period April 6, 1961 to September 8, 1961, has already been presented to your Board and has been given Docket No. 1821.

Effective with the close of work September 8, 1961 the 2:00 P.M. yardmaster assignment, Chanute, was abolished. On and after September 9, 1961 there was in effect at Chanute a 10:00 P.M. yardmaster assignment, daily, and the three yard engine assignments previously referred to, the 6:30 A.M., daily except Sunday, and the 2:30 P.M. and 10:30 P.M., daily, the 6:30 A.M. and 2:30 P.M. engines being protected by a footboard yardmaster.

Claim reading as follows dated September 16, 1961 was received by the Carrier's superintendent at Arkansas City, Kansas from Local Chairman R. E. Fleming:

"We are claiming two days each date, beginning September 9, 1961, and all subsequent dates for unassigned yardmasters at Chanute, Kansas, due to the abolishment of yardmaster positions at that point. For the following men in seniority order, the two oldest men not working as a yardmaster on each date until these conditions are corrected. The names of the yardmasters follow: Mr. R. E. Fleming, Mr. C. D. Hanson, Mr. C. W. Heaton.

"The abolishment of the yardmaster position at Chanute, Kansas, as of September 8, 1961, and the distribution of these duties to other crafts and the degrading of the yardmaster position at that point is a violation. We are making these claims under managements violation of Article I, Section 1b, and Article IV, Section 4. Please arrange for payment of these claims and the correction of this condition."

Under date of September 21, 1961 Superintendent Cena declined the claim as follows:

"Your letter September 16 submitting claims for the two oldest men not working as a yardmaster on each date beginning September 9 until conditions are corrected due to abolishing yardmaster's position at Chanute, naming the yardmasters as follows: Mr. R. E. Fleming, Mr. C. D. Hanson, Mr. C. W. Heaton:

"I find no violation of Article I, Section 1(b) or Article IV, Section 4, as referred to in your letter of the agreement and the claims are respectfully declined."

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

"I have appealed to me for handling with your office, from the adverse decision of Superintendent Cena, his file TK 2787, for two yardmaster days beginning September 9, and all subsequent dates for yardmasters R. E. Fleming, C. D. Hanson, and C. W. Heaton, in until this condition is corrected.

"The abolishment of the yardmaster position at Chanute, Kansas and the assigning of that work to others is verified in bulletin notice to other crafts outlining the former yardmasters work and the crafts that shall do this work in the place of the yardmaster. This is a definite violation of Article I, Section 1(b), and has a cause the elimination of a yardmaster position or positions.

"Please arrange for payment of these claims."

Mr. Olson declined the appeal in letter dated December 19, 1961, which is quoted below:

"Referring to your letter of October 26, 1961, claims of Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, Chanute, Kansas, 'in seniority order as their seniority would or will permit them to work', for two yardmasters days each date, September 9, 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 each the first and second tricks at Chanute, and the work formerly performed by the yardmasters, none of which was necessarily exclusive to those of the yardmaster craft, required only a small fraction of their 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 positions in question.

"The claims are respectfully declined."

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 January 24, 1962, as follows:

"I am appealing to you from the adverse decision of Mr. Olson, his file, YM-20.5-136, claims of yardmasters R. E. Fleming, C. D.

Hanson, and C. W. Heaton, of Chanute, Kansas, in seniority order as their seniority would have or will permit them to work beginning September 9, 1961, and all subsequent dates until this claims is settled.

"We do not except Mr. Olsons statement in his second paragraph declaring these claims not valid under Article V(a) of the agreement of August 12, 1954, and do continue these claims as valid and legal.

"I am including with this letter a copy of instructions put out to the clerks at Chanute, Kansas, for them to do yardmaster work, which had been yardmaster work for many years in laying off and marking up of yardmen. This work at all times has been overseen by the yardmaster, the yardmen previous to September 9, had been always informed that they had to lay off and mark up to the yardmaster and the calling of crews was ordered directly by the yardmaster which is now being handled by the clerks as the letter of evidence will show.

"In addition of this we have records of which copies will be forthcoming showing the car count to be as great as it has in the past, showing the clerks instructing engines, and showing the agent instructing engines besides various other personal in the yard. This evidence will be written up and forwarded to you as it has in the past on the previous Chanute case. For these reasons we know that a violation of the agreement is in effect day by day and we expect our men to receive remuneration for that violation.

"Please make arrangements for the payment of these claims and the correction of this condition by re-establishing the yardmaster positions at Chanute, Kansas."

Mr. Comer declined the appeal, as presented, in letter dated March 16, 1962 as follows:

"This will serve as reply to yours January 24 in which you appeal from Mr. Olson's decision claim in behalf of Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton, Chanute, for two yardmaster days each date September 9, 1961 forward.

"I have been made acquainted with the facts in this case and have copy of Mr. Olson's letter to you of December 19. Mr. Olson has pointed out that the claims are not valid under Article V(a) of the August 12, 1954 agreement; and I am in agreement with him. Additionally, the simple facts are that the amount of yardmaster work at Chanute diminished to the point where it was necessary to abolish the 2:00 P. M. assignment at the close of work September 8, 1961. The abolishment was accomplished in strict compliance with the applicable rules of the Yardmasters' Agreement.

"I find myself in complete agreement with all Mr. Olson told you in his letter of December 19, 1961. His decision is sustained; your claim is denied."

Under date of September 10, 1962 General Chairman Wine addressed another letter to the final appeal officer of the Carrier, O. M. Ramsey, Assist-

ant to Vice President—Personnel, who had replaced Mr. Comer, Assistant Vice President, setting forth certain work allegedly performed on various dates which he contended supported his claim, copy attached and identified as Carrier's Exhibit "A".

Carrier granted the Organization extensions of time to January 14, 1963 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."

In reference to the rules of the agreement, it will be observed the carrier and the employees have agreed, in Article I, (\*) Section 1-a, that:

"\* \* \* the term 'Yardmaster' as used in this Agreement \* \* \* shall not include Agent-Yardmasters or Footboard Yardmasters."

Positions referred to as "Footboard Yardmasters" come within the scope of Agreement between the carrier and the Brotherhood of Railroad Trainmen, and in reference to such positions the agreement with the Brotherhood of Railroad Trainmen contains the following:

"Article III

Foreman Acting as Yardmaster

Nothing in Article II shall prevent the Foreman from acting as Yardmaster should it be decided by the Superintendent that he can perform those duties in connection with his other duties; provided, that in such cases he shall have two helpers.

The wages for yard foremen who also act as yardmasters will be not less than two-thirds of one hour's pay in excess of the yard foremen's daily rate. The same rules for the basic day and overtime shall apply to such employees as applies to other yardmen."

The above, with the exception of that portion relating to the amount of the differential, was a provision of the Agreement between the Carrier and

the Brotherhood of Railroad Trainmen at the time agreement was first made between the Carrier and the Railroad Yardmasters of America, and since such positions came within the scope of agreement with the Brotherhood of Railroad Trainmen, the Board will understand the reason and necessity for including in Article I, Section 1-a of agreement with the Railroad Yardmasters of America the specific provision that:

“\* \* \* the term ‘Yardmaster’ as used in this Agreement \* \* \* shall not include Agent-Yardmasters or Footboard Yardmasters.”

**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:

“(a) All claims or grievances must be presented in writing by or on behalf of the employee 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 three men, R. E. Fleming, C. D. Hanson and C. W. Heaton, for September 9, 1961, and all subsequent dates, **without designating specific claimants 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. This claim has been filed for **two minimum days'** pay in favor of three 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."

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 and the 2:00 P. M. yardmaster position was abolished effective with the close of work September 8, 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.' "

Section 1-a, Article I, heretofore quoted in Carrier's Statement of Facts, 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 subsequently was deemed necessary to request an interpretation. The 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 which is relevant to this case:

"QUESTION 1:

Is the Carrier correct in its position that Article I, Section 1-a, of the Arbitration Award permits it to continue the use of agent-yardmasters and footboard yardmasters, as it has in the past, to perform yardmaster duties in conjunction with their other duties as agents and yard foremen (switchmen), or is the Organization correct in its position that Article I, Section 1-b, of the Arbitration Award applies and prohibits the Carrier from abolishing a Yardmaster position when there is no longer need for such a position and assign the remaining yardmaster duties to an agent-yardmaster or footboard yardmaster, to be performed in connection with their other duties.

"ANSWER:

Section 1-a by the specific non-inclusion of agent-yardmasters and footboard yardmasters contemplates their continued use as such. However, with respect to the establishment, maintenance and abolish-



ment of yardmaster positions, the parties are not hereby deprived of their rights under the Railway Labor Act."

The Carrier thus has the right, under Section 1-a, Article I, to utilize a footboard yardmaster to perform yardmaster duties whenever the amount of supervision necessary does not warrant the establishment or maintenance of a full-time yardmaster position.

The inclusion of the reference to "Agent-Yardmasters or Footboard Yardmasters" in Section 1-a, Article I, of the Yardmasters' Agreement was for the specific purpose of recognizing the right of such classes of employes to function as such without violence to the Yardmasters' Agreement.

The foregoing is supported by that contained in the "Opinion of Board", Award No. 829, Fourth Division, involving a somewhat similar dispute on the Coast Lines of this Carrier, where it is stated:

"But under the interpretation the Mediation Board also ruled, in answer to Question Number 1 that, awarded section 1-a, of the Agreement, 'by the specific non-inclusion of Agent-Yardmasters and Footboard-Yardmasters, contemplates their continued use as such.'"

as well as by the following awards:

#### **Award 482, Fourth Division**

"It appears that on April 21, 1947, the Yardmaster position on the third or night shift at Idaho Falls, Idaho, was abolished, and that on June 19, 1947 this position was reestablished. During the intervening period a Footboard Yardmaster supervised the single switch engine crew operating on this shift. The petitioner contends that the performance of this supervisory work by the Footboard Yardmaster constituted a violation of the controlling agreement, effective November 16, 1946, and it requests that the employe adversely affected by this alleged violation be compensated for all wages lost by him.

"Rule 16 of the agreement expressly safeguards 'the carrier's right \* \* \* to discontinue established positions'; and Rule 1 expressly excludes Footboard Yardmasters from the scope of the agreement. These provisions furnish a definite basis for the carrier's procedure. The discontinuance of positions because of the changing needs of the service, does not require the assent of the employes; and the very exclusion of Footboard Yardmasters from the scope of the agreement constitutes a recognition of their existence on this property and of their performance of yardmaster work in conjunction with their duties as engine foremen. No evidence was submitted to show that the Footboard Yardmaster performed any work other than that of his own classification, as recognized in agreements of long standing between the carrier and the Brotherhood of Railroad Trainmen, and no valid grounds were adduced for considering the abolition and subsequent reestablishment of the position of Yardmaster, under the circumstances of this proceeding, as constituting a violation of the Yardmasters' Agreement."

#### **Award 486, Fourth Division**

"\* \* \* Finally, no violation of the agreement resulted from the use of a Footboard Yardmaster during the four-hour night period when no Yardmaster was on duty. See Docket No. 476, Award No. 482, decided by this Board concurrently with this proceeding."

## Award 967, Fourth Division

"We find nothing in the rules cited to us which requires the carrier to maintain a position of yardmaster at the point involved, in the event any yardmaster duties are required. Rule 16 (e) specifically provides: 'This agreement shall not be construed as an obligation to maintain or establish yardmasters' positions, nor as restricting the Company's right to discontinue yardmaster positions now or hereafter established.' The scope rule together with the Memorandum of Understanding of April 18, 1946 particularly permits 'yardmaster duties' to be performed by certain classes of employees who are not yardmasters. That memorandum of agreement is quoted in full in Award 734 (page 11) and by reference in Award 793 (page 13) and again is quoted in Award 797 (page 6). It is again quoted here: 'Confirming verbal understanding reached in conference at St. Louis, Missouri today, it is understood paragraph (c) of Rule 1, agreement effective September 11, 1945, which reads: "This agreement does not change present practice of officers of the Railway, agent-yardmasters or footboard yardmasters, directing or supervising switching or yard service" applies to instances where officers of the railway, agent-yardmasters or footboard yardmasters are required to perform certain yardmaster duties after effective date of the agreement signed at St. Louis September 11, 1945 and effective September 16, 1945, as well as instances where this was being done at the time the agreement was signed. Signed at St. Louis, Mo., April 18, 1946.'"

Going now to the specific claim as quoted in Statement of Claim, it is alleged Yardmasters R. E. Fleming, C. D. Hanson and C. W. Heaton are entitled to two additional days each date at the yardmaster rate "on account of the abolishment of the two yardmaster positions a Chanute, Kansas, and the performance of the yardmaster's work by others outside the scope of the Agreement".

While, as heretofore stated, the Carrier, under the Agreement, has the right to utilize a footboard yardmaster to perform yardmaster service, attention is directed to the fact that 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 yardmasters when assigned at Chanute incidental to and in conjunction with their 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. With only one yard engine assigned around the clock at Chanute all movement of cars and information pertaining thereto naturally affects the work of the yard engine crew in some manner.

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 the Agent and 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 others 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 (cars) 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, ordering, 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 as quoted in 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, such work has been performed by other than yardmasters each and every Sunday, the 6:00 A. M. yardmaster position having been "blanked" on Sundays. 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.

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. and 2:00 P. M. yardmaster positions.

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 the 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 work forming the basis for this complaint is yardmaster work—and, as to that performed by the footboard yardmasters, that the Carrier does not have the right, under awarded Section 1-a, Article I, to utilize footboard yardmasters to perform such 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 also a part of the Arbitration Proceedings, National Mediation Board, Docket

No. A-1848, Arbitration 57, Award dated March 21, 1946, and likewise 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 Exhibit "A" it can be readily observed that should any of such work be considered yardmaster work, **such work could only be considered as incidental to the other duties of those performing the work and such performance of work did not result in the elimination of the yardmaster positions or in failure to establish yardmaster positions** — rather, it was the 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 positions. As previously stated, **there were only three yard engine assignments in effect, one around the clock**, except on Sundays when there was only a 2:30 P. M. and 10:30 P. M. engine.

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 employee 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 footboard 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 employees 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-a, Article I, of the Agreement provides for and permits the use of footboard yardmasters to perform yardmaster duties and Awarded Section 1-b, Article I, of the Agreement provides that employees, 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:** The gist of this claim is that employes outside the scope of the Yardmasters' Agreement performed yardmaster duties at Chanute, Kansas, on September 9, 1961, and thereafter.

While the claim was being considered on the property, Petitioner submitted to Carrier a statement of facts, some of which showed in detail that substantial yardmaster duties had been performed by non-yardmasters on certain dates while no yardmaster was on duty. At no time while the claim was under discussion on the property did Carrier deny facts, question the quality of the proof or present any information that would rebut and explain away the charges.

The pattern and circumstances of the case are substantially the same as those before this Division in Award 1897 (Docket 1821) which concerns the same issues, location, Agreement and contracting parties. What we had to say in that award is equally applicable to the present situation and no valid basis is perceived for following a different course in this case. Accordingly, the claim will be sustained for certain dates, specifically the following:

September 9, 12, 13, 14 and 15 as well as November 16, 17, 18, 21, 22, 24 and 29, all in 1961.

The claim will be sustained for the dates just mentioned, subject to deduction of any earnings realized by claimants for work performed on those days.

Many of the claim dates in this case have not been included in the sustaining award since Petitioner's factual presentation failed to establish that substantial yardmaster functions were discharged on those days. In such instances, the facts were either too vague and indefinite, or insufficient to establish, in the absence of additional evidence, that anything more than clerical duties were involved. If Petitioner desires a more sweeping award embracing a longer claim period, it must present further details, possibly in the form mentioned in Award 1745. This is particularly necessary where such work as marking up the board, receiving information and transmitting switch lists is concerned. See Award 797. Petitioner must first establish its case before we can begin to determine the adequacy of Carrier's reply.

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

The carrier and the employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute 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 for the days on which specific evidence was produced to prove the infractions.

These claims were processed subsequent to the abolishment of yard-master 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

Champlin-Shealy Co., Chicago, Ill.

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