

Referee Harold M. Weston

PARTIES Railroad Yardmasters of America
TO
DISPUTE: The Baltimore and Ohio Railroad Company

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

Extra Yardmaster J. P. Pappalardo be allowed one day's pay at the appropriate Yardmaster rate for July 8, 1969 and all subsequent dates until condition complained of is corrected account of abolishment of Yardmaster assignment at Painesville, Ohio, assigned 7:55 A.M. to 3:55 P.M.

OPINION OF BOARD: Petitioner contends that Carrier abolished the first trick yardmaster position at Painesville, Ohio, and thereafter had agents, dispatchers and trainmasters perform the work of that position.

The Carriers possess the right, in the absence of contractual commitments to the contrary, to determine the amount of supervision necessary for their operations and to eliminate positions when they decide, in their managerial discretion, that such action is required by the needs of the service, is well established (See Awards 1208, 1660, 2142 and 2521). Nothing contained in Carrier's Operating Rules nor in the Scope Rule, Rule 4 or any other provision of the Agreement limits that right in any material respect.

The real question here is whether Carrier assigned non-yardmasters to perform the work of the abolished position. That position was not eliminated until after the operation of the first trick yard engine had been discontinued and the Coal Dock at Painesville had been closed, the Staley Manufacturing Company plant had been moved from Painesville and Carrier's car interchange point had been transferred from Painesville to Youngstown. There is no evidence that the second trick yardmaster, who still continued on duty at Painesville after the first trick position was abolished, could not handle the considerably reduced quantity of work that remained at that location.

The only yard engine still operating at Painesville, Train 92-97, goes to work daily at 5:05 p.m. and operates a turn-around service to Youngstown, leaving at 11:59 midnight and arriving back at about 10 the following morning. The record indicates that its crew is called and it is made up under the supervision of the second trick yardmaster. There is no proof that any switching or making up or break up of trains takes place during the first trick and, under all the circumstances, it is not unreasonable that routine standing bulletined

orders govern the yarding of Train 97 upon its return.

We are not prepared to hold, on this record, that Carrier used non-yardmaster duties to discharge yardmaster functions and was unjustified in reducing the number of yardmaster positions at Painesville after the volume of work and number of yard engines at that location had been materially reduced. The claim will be denied.

FINDINGS:

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

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

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

The parties to said dispute were given due notice of hearing thereon.

The parties to said dispute waived right of appearance at hearing thereon.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST:

E. A. Killeen
E. A. Killeen
Secretary

Dated at Chicago, Illinois, this 5th day of November, 1971.