

Referee Robert M. O'Brien

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

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

Time claim for regular assigned yardmaster J. W. Willington who stands to do the extra yardmaster work on account of being the senior man signed up for extra service. This claim is for September 13, 1971, 11:00 PM to 7:00 AM and for all subsequent dates until condition complained of is corrected.

OPINION OF BOARD: The present claim arose when effective September 13, 1971 Carrier abolished the third trick yardmaster position at Pittsburgh Yard. It is the Organization's contention that after the assignment was abolished yardmaster duties remained to be performed which work was divided among other crafts, employes, and Carrier officers, in violation of the applicable Scope Rule.

Petitioner maintains that prior to September 13, 1971 all work assignments were made and handled by the yardmaster at Pittsburgh. Such work involved initiating orders, directing that crews spot cars for unloading, issuing switching instructions, preparing switch lists, instructing train and yard crews, preparing record and reports etc. Now however, this yardmaster work is being performed by the T.O.F.C. Agent, the B&O Agent, clerks, Car Inspectors, the Trainmaster and others. The gravamen of Petitioner's argument is that ineligible employes are originating orders, placing them in a box for the foreman, and then sending a copy to the yardmaster at Glenwood, 6 miles away. The Glenwood yardmaster, Petitioner insists, is not directing the work at Pittsburgh but is merely receiving a copy of orders previously issued by non-yardmasters.

Carrier denies that any yardmaster work is being performed by non-yardmasters. Since full time supervision was not needed on the third trick at Pittsburgh, Carrier abolished the yardmaster position and transferred the duties thereof to the Glenwood yardmaster, Glenwood and Pittsburgh yards being in the same seniority district. Other than this, Carrier maintains that all work at Pittsburgh is being performed in the same manner as it was performed prior to the abolishment in question.

It is a well established principle of this Board that barring a contractual prohibition to the contrary, Carrier may abolish a position when it determines that said position is no longer necessary. Yet in so doing, Carrier cannot remove work belonging to a craft and require others to perform it. Thus

to prevail herein, the Petitioner must prove by substantial evidence that Carrier used non-yardmasters to discharge responsibilities that belong to Yardmasters after the third trick yardmaster position at Pittsburgh was abolished. To support its position, Petitioner has presented a plethora of exhibits which indicates, it claims, that non-yardmasters are issuing instructions to crews, supervising work, preparing switch lists, and otherwise performing work previously performed by the third trick yardmaster.

The record reveals that prior to September 13, 1971 the yardmaster at Pittsburgh issued instructions to the yard crew based on switching orders furnished him on Forms 707 prepared by Carrier's Freight Agent and T.O.F.C. Agent, and from switch lists, Form 150 M and yard checks prepared by a clerk from a physical check of the yard. However, since September 13, 1971 the Freight Agent, T.O.F.C. Agent and clerks transmit to the yardmaster at Glenwood by use of the Datafax System the Forms 707 and 150 M, and such other information as they previously gave to the yardmaster at Pittsburgh. In addition, copies of such forms are placed in a box adjacent to the telephone normally used by the yard crew at Pittsburgh Yard.

We cannot agree with Petitioner that subsequent to abolishment of the yardmaster position, the Freight Agent, T.O.F.C. Agent, clerks, Car Inspectors, the Trainmaster and others at Pittsburgh were performing duties reserved to yardmasters. They were merely determining what work was required to be done in the yard. They had prepared such information prior to abolishment of the yardmaster position and the fact they now transmitted it to the Glenwood yardmaster and placed a copy in the box for the yard foreman does not indicate they are now performing the duties of the yardmaster. These employees do not supervise the work to be performed, they do not tell the yard foreman how to accomplish the work to be performed, they do not issue orders or instructions to yard or train crews, nor do they perform supervisory functions previously carried out by the Pittsburgh yardmaster.

Rather the yard foreman reports to the yardmaster at Glenwood for instructions and directs the work based on these instructions. Furthermore, since April 10, 1972 the yard crew also reports for duty at Glenwood, receives instructions from the Glenwood yardmaster and then proceeds to Pittsburgh Yard under the directions of the Glenwood yardmaster. It was within Carrier's managerial rights to determine that its operations at Pittsburgh Yard were such that full time supervision of the one yard engine operating there was not necessary and that such engine could properly operate under the supervision of the yardmaster at Glenwood Yard. And Petitioner cannot complain that the Glenwood yardmaster is located six miles from the Pittsburgh Yard as it is Carrier's right to determine the amount and nature of supervision required. Since the yardmaster duties are now being performed by the yardmaster at Glenwood we can find no violation of the Scope Rule and must deny the claim.

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: Executive Secretary
National Railroad Adjustment Board

By *Raymond J. Jones*
Assistant Executive Secretary

Dated at Chicago, Illinois, this 9th day of August, 1973.