Award No. 5149
Docket No. CL-5155

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Robert O. Boyd, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

ST. JOSEPH UNION DEPOT COMPANY

STATEMENT OF CLAIM: Claim of Frank Joe, C. F. Cooper and C. E. Osborn, that the Carrier violated the Agreement in abolishing positions of Stationmaster at St. Joseph Union Depot effective August 15, 1949.

EMPLOYES' STATEMENT OF FACTS: On August 15, 1949, Mr. G. F. Bridges, General Agent of the Union Depot Company, posted the following notice:

"St. Joseph, Mo., Aug. 12, 1949

NOTICE

Messrs: F. E. Joe
C. F. Cooper
C. E. Osborn
W. L. Ferrier

Effective Monday, August 15 all Station Masters positions are abolished, also switchtender position with hours 10:30 A.M. to 6:30 P.M. is abolished. Effective same date three (3) switchtender positions will be established with hours: 7:00 A.M. to 3:00 P.M.; 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. You may exercise your switchtender seniority and advise which position you desire.

These positions will handle switches at both ends of Union Depot property as is being done at present time.

G. F. Bridges,
General Agent

GFB.mb

cc: G.E.
BAS"

Prior to the posting of this notice switchtenders were stationed at the south end of the depot yard and stationmasters at the north end of the depot yard. The notice provides that on and after the effective date (August 15) the stationmaster's positions were abolished and switchtender's positions established in lieu thereof. Since that time switchtenders have been required to perform stationmaster's service at the north end of the depot yard in addition to performing switchtender's service at the south end of the yard.

the same station limits. No contention is made that the work of an agent or telegrapher must be confined to the depot or other building where located. The fact that such is not the case is a matter of general knowledge.

"* * * Carrier had the right under the agreement to consolidate this work with other work covered by the agreement and assign the work to employes qualified under the agreement to perform same and such other work. * * *"

A strikingly analogous situation formed the basis for dispute in First Division Award 1131 (BRT vs. Erie, no referee). That dispute involved claims of switchtenders whose positions were annulled and switches subsequently handled by car retarder operators who were included in the scope of the agreement applicable to yard conductors, yard brakemen, and switchtenders, and in accordance with past practice were used to perform any of the work performed by yardmen. These claims were denied.

In conclusion, the respondent company reiterates its contention that the abolishment of Stationmaster positions no longer needed because of a decrease in the amount of work to be performed, and the subsequent handling of all switches by switchtenders covered by the same identical schedule of rules agreement cannot possibly be construed as a violation of the agreement applicable to both Stationmasters and switchtenders. In the light of the record as contained herein and herewith, the claim in this case is completely devoid of contractual support and should be unequivocally denied.

(Exhibits not reproduced).

OPINION OF BOARD: The essential facts are not in dispute. Prior to August 15, 1949, the Carrier employed three stationmasters and one switchtender. The switchtender handled switches at the South end of the yard and the stationmasters handled the switches at the North end; and when the switchtender was not on duty, the stationmasters handled the South switches. On that day, August 15, 1949, the stationmasters' positions were abolished and three switchtender positions established. All of the employes held seniority on the seniority rosters of both switchtenders and stationmasters. The principal work of both classes had been tending switches, with the stationmasters performing "nominal" supervisory authority and some clerk's work. When the stationmasters' jobs were abolished, the supervisory work was transferred to higher management authority and the clerk's duties assumed by the clerical staff. Pertinent provision of the schedule is set forth in the submissions.

The contention of the Petitioners is that the Carrier violated the Agreement when it abolished stationmasters' jobs and required switchtenders to handle switches throughout the yard. In principle this contention was settled when this Board in Award 4873, with Referee Shake assisting, held that switchtending on this property was not limited to any geographical area. The record here shows that the substantial part of the work of stationmasters was tending switches.

A further question was raised on argument, and that was: Did the Carrier violate the Agreement when supervisory work of the stationmasters was transferred to others? This Board in Award 4992, Referee Carter assisting, adopted the principle that it is for the Carrier to determine the amount of supervision required, and such duties may be transferred to other supervisory officers who are entitled to perform it. It further appears from the submission that the establishment of the stationmaster classification was because such employes supervised the movement of trains. The Carrier now asserts, and it is not controverted, that because of lack of traffic no such duties are performed by these employes, and there is no supervision of the switchtenders by the stationmasters.

When the work which characterized the job of stationmaster no longer existed, the incidental clerk's work was properly transferred to the clerical staff of the Carrier. See Award 615. When only the work of switchtending remained, it was proper to assign such to switchtenders.

For these reasons we find that the Carrier did not violate the Agreement when it abolished the positions of stationmasters and assigned the work to switchtenders.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 15th day of December, 1950.