

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**GREAT NORTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** 1. Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that Carrier violated the agreement when on July 1st, 1939, it abolished two positions of Yard Clerks, rate \$5.37 per day, and established two new positions of Car Checkers at \$5.22 per day.

2. That on same date a part of the duties consisting of weighing cars was removed from these two positions of Yard Clerk and assigned to Switchmen and Yardmasters in further violation of the agreement.

3. That the two positions of Yard Clerk be restored and that all employees involved from July 1st, 1939, be paid the difference between \$5.22 and \$5.37 per day.

**EMPLOYEES' STATEMENT OF FACTS:** Prior to July 1st, 1939, there were three positions in the Yard Office at Great Falls, Montana, with the title of and performing the duties of Yard Clerks at the rate of \$5.37 per day.

On July 1st, 1939, two Yard Clerk positions were abolished and two new positions created with the title of Car Checkers at the rate of \$5.22 per day.

At the same time, all the duties which had been assigned to the two Yard Clerks were assigned to the two new positions of Car Checker, with the exception of the weighing of cars which was assigned to the Yardmasters and Switchmen.

**POSITION OF EMPLOYEES:** This dispute arises out of and involves the application of the following quoted rules of the Clerks' Agreement:

"Rates—Rule 62. Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules."

"Date Effective and Changes—Rule 80. This agreement, with present rates, shall be effective as of October 1st, 1925, and shall continue in effect until it is changed as provided herein or under the provisions of the Transportation Act, 1920.

"Should either of the parties to this agreement desire to revise or modify these rules, 30 days' written advance notice, containing the

It is entirely evident from the above that the use of the scales is very far from being a clerical assignment. Where scales are adjacent to available clerical force, a clerical employe, either scheduled or excepted from the schedule, may be used; when the scale is remote from offices, or where clerical force is not easily available, whatever responsible employe is available, is qualified to perform that intermittent and incidental service. There is nothing about the operation of a track scale which is essentially clerical service, nor station service. The handling of cars onto and off of the scale by means of motive power is, of course, yard transportation service; the actual manipulation of the scale arm is rather a mechanical performance; the actual recording of the weight figure may be either mechanical or clerical; and the noting of the tare weight of the car is a checking operation. In other words, the actual work of a "weighmaster" is an incidental operation, requiring only literacy and honesty, as false weighing is a penal offense under Federal law.

The position of "weighmaster," or the work of weighing cars are nowhere mentioned in the Clerks' schedule, either in the scope rule or elsewhere. That the "weighmaster" actually records certain figures is admitted, but so does a dispatcher, a telegrapher, a mechanic, a switch foreman, or a dozen other craftsmen, as a part of, or incidental to, their usual work. The recording of scale weights is no different from the incidental use of a pencil by any employe, supervisor or officer. Until the present case arose, the duties of a "weighmaster," a position which does not exist as an exclusive assignment, has neither been discussed or questioned by the Clerks' Organization, although the situation herein described has existed for the entire 20 or more years that such organization has existed, and for years prior to such existence. Their claim is not for a violation of any rule, agreement, interpretation or practice, but for a change in working conditions and representation, which this Board has no jurisdiction to authorize, and which involves not only railway employes not here represented, but also employes of other than this Carrier.

The Board's attention is called to the fact that the Carrier did not merely transfer work from a clerical employe to some other employe; it rearranged its yard office work, put on an additional clerical employe at increased cost, and assigned the clerical employes to duties confined strictly to the classification of each. There is in such action nothing contrary to any schedule rule; and assuming that weighing cars is not a duty of clerks exclusively, as above shown, there were no clerical duties, nor any work of the yard clerks, transferred to any but other clerical employes. Certainly, it cannot be held that the Carrier is prohibited from rearranging duties to conform to classifications when it increases force. The simple facts are that two car checkers were being paid yard clerk rates because of the performance of a limited amount of work of a higher rate, and a limited amount of unscheduled work not associated with their usual duties. When such higher rated work was transferred to higher rated scheduled clerical employes, and the employe was relieved of the unscheduled work, the positions simply reverted to their original classification of car checker and were so bulletined and filled.

As above shown, weighing of cars by other than clerical employes has been customary for forty or fifty years, and the Carrier has, at no time, negotiated, agreed, or otherwise indicated that it was exclusively a prerogative of clerical employes, nor have such employes heretofore either asked that it be done, or indicated that they desired to so negotiate.

**OPINION OF BOARD:** The record shows that both before and after July 1, 1939 there were established rates of \$5.37 for yard clerks and \$5.22 per day for car checkers at Great Falls.

The right of the Carrier to establish new positions and the basis for fixing wages of such positions as contemplated by rule 66 is recognized.

On July 1, 1939 two positions titled yard clerk at \$5.37 were discontinued and two positions titled car checker at \$5.22 per day were declared estab-

lished. Based on the facts and circumstances of this particular case, the Board holds that the proper rate of pay of these two positions on and after July 1, 1939 should have been \$5.37 per day.

In view of this holding the Board finds it unnecessary to pass on part 2 of the claim.

**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 employees involved in this dispute are respectively carrier and employees 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;

That the correct rate of pay for each of these two positions on and after July 1, 1939 is \$5.37 per day.

#### AWARD

Claim sustained to extent indicated in Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 21st day of May, 1942.