

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

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

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers' Express and Station Employees that the Carrier violated the Clerks' Agreement:

1. By requiring or permitting others than those covered by the Agreement in effect between the Great Northern Railway and the Brotherhood of Railway Clerks, Freight Handlers, Express and Station Employees Clerks to handle Storehouse material at Grand Forks, N. D. Storehouse and that such practice be discontinued, and

2. That Julius Marks and any other employe affected coming under the scope of the Clerks' Agreement at Grand Forks, N. D. be compensated for five hours of overtime each day non-employees were used to perform duties coming within the scope of the Clerks' Agreement subsequent to October 14, 1944.

EMPLOYEES' STATEMENT OF FACTS: There is located at Brand Forks, North Dakota, a Division Store which handles a general stock of railroad material. There is, also, located at Grand Forks a car shop for the purpose of repairing cars. The Division Store, at this point, carries in stock a general line of railroad car repair parts. Some of these car repair parts are stored in what we might call a sub-store which is located in the car repair shop. This so-called sub-store is equipped with shelves and platforms and is set aside as a systematic storage for such materials as is required by the Mechanical Department for repairing of cars. The stock is replaced from time to time as necessary by Storehouse employes. This material is strictly Store Department material carried in the Storekeeper's stock and stored in this so-called sub-store.

An employe covered by the Agreement between the Great Northern Railway and the Brotherhood of Railway and Steamship Clerks. Freight Handlers, Express and Station Employees works at this sub-store from 12:30 P. M. until 4:30 each day. He straightens up the stock so it will be in a neat and orderly manner.

Employees of the Mechanical Department when in need of material stored at this sub-store, enter the store and help themselves to the material. They leave no requisition or any record as to the amount of material they take.

The Store Department at the end of each month takes an inventory of the stock and subtracts this inventory from the original amount that was on hand and that was stored at this place during the last month, and whatever difference there is, is then charged out from the Storekeeper's stock.

ditional stock may be required, this employe sees to its unloading and placing and to the keeping of the space in question in a neat and orderly condition. There the responsibility of this employe completely terminates insofar as the material in question is concerned. Car Department employes help themselves from this stock as it is required by them—no form of requisition or record of any kind being used, and no one in the Stores Department being in any way held responsible for such material after it has been placed in this store room. Once a month inventory is taken by Stores Department employes and overall charges made on that base.

It is noted by the Carrier that in the Statement of Claim in this case, the employes claim a violation of the schedule by reason of Management "requiring or permitting others than those covered by the agreement in effect * * * to handle Storehouse material at Grand Forks, N. D. Storehouse". Frankly, the Carrier is totally at a loss to understand just wherein such a violation occurs. Storehouse employes deliver this material to the space provided in the car repair shop for the use of carmen. No responsibility for such material thereafter attaches to the Stores Department for what becomes of the material. So far as they are concerned it has been delivered to the Car Department, and in discussing the matter with the representative of the employes we have, at no time, been able to determine what rule in the agreement is considered as being violated. In effect, it would appear that what the employes are contending is that the Railway Company has no right to do what it sees fit with its own property. In other words, their position would appear to be that we do not have the right to advise Stores Department employes to deliver material for use by other departments and thereby terminate their responsibility for such material. It is the position of the Carrier that it has a perfect right to have material delivered by Stores Department employes to any point it sees fit, and that once delivery of such material has been made, the duties of such Stores Department employes relative thereto automatically terminate. As a matter of fact, in the case in question there is no real reason why the use of a Stores Department employe, either in making delivery of this material, arranging it on the shelves or having anything to do with it after it crossed the Stores' platform could not be discontinued without any violation whatsoever of Clerks' schedule rules. In other words, we do not believe there can be any question but that, if it were desired to so handle, Mechanical Department employes, using their own trucks, could accept delivery of such material at the Division Store and dispose of it as they saw fit once it had been delivered to them, since, as a matter of fact, it is not at all an unusual practice for Mechanical Department employes to so take delivery of material over Stores Department platforms or counters.

The Management, therefore, feels that the claim of the employes in this case is totally without basis, either from a standpoint of rule violation or equity and feels that your Board must so hold.

OPINION OF BOARD: Claimant contends that certain work being performed in what is termed a sub-store located in the Car Repair Shop at Grand Forks, North Dakota, belongs exclusively to the Clerks. The disposition of the claim made turns on this question.

There is at Grand Forks a Division Store which handles a general stock of railroad store material including railroad car repair parts. Some of the car repair parts are placed in the sub-store in the Car Repair Shop. The so-called sub-store contains shelves and platforms for the systematic storage of material required by the Mechanical Department for repairing cars. Storehouse employes (Clerks) deliver this material to the so-called sub-store. An employe covered by the Agreement works at this sub-store from 12:30 P. M. until 4:30 P. M. each day, being employed at the Division Store the balance of the day. He unloads material from cars and trucks and straightens up the stock to keep it in an orderly condition.

The record shows that employes of the Mechanical Department go to the sub-store as repairs are needed and help themselves to the material. No record is made of the material taken out by them. At the end of each month an inventory of the stock is taken and the amount thus shown to have been

removed is then charged out of the Storekeeper's stock. It is the contention of the Organization that as the bookkeeping records show the stock in the sub-store as being in the possession of the Storekeeper until the end of the month, that all work of handling during the period belongs under the Clerks' Agreement.

We think this record shows that when railroad car repair parts are placed in the sub-store, the Storekeeper has actually made delivery to the Mechanical Department. The mere fact that for convenience in bookkeeping, the amount used by the Mechanical Department is left undetermined until an inventory is taken, does not disprove that the material was actually delivered into the possession of the Mechanical Department when it was delivered and placed in an orderly manner in the sub-store. From that time on, Mechanical Department employees and not Storehouse employees, were charged with all material taken out. Mechanical Department employees helped themselves to the material in the same manner they would have done had they requisitioned and obtained the material at the Division Store and shelved it in the Car Repair Shop for their use as needed. The fact that the amount taken out was determinable from an inventory to be subsequently taken does not lessen the fact that the material was actually delivered to the Mechanical Department when it was placed on the shelves of the sub-store. We do not think any basis exists for an affirmative award.

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; and

That no violation of the current Agreement has been shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. JOHNSON
Secretary

Dated at Chicago, Illinois, this 23rd day of May, 1946.