

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of employes that operation of coaling station at Calumet, Minnesota be assigned to employes coming within the jurisdiction of the Maintenance of Way Agreement. Further, that employes who suffered monetary losses because of reassignment of this coaling station, May, 1937, to the Mechanical Department, be reimbursed for losses sustained."

EMPLOYES' STATEMENT OF FACTS: "In May of 1936, a coaling station was re-opened at Calumet, Minnesota. Under date of May 19, 1936, a bulletin was issued for an operator of that plant, Andrew Barsness being assigned as the senior applicant. The coaling station was operated until at the close of the ore season, when its operation was discontinued.

"With the resumption of operation of this coaling station in the spring of 1937, bulletin was issued under date of April 27th, for assignment of an operator. Andrew Barsness was again assigned as the senior applicant and assumed the duties as operator of the coaling station. Under date of May 15th, instructions were issued by the Management to discontinue the services of Andrew Barsness as operator of the coaling station and to assign its operation to an employe in the Mechanical Department."

POSITION OF EMPLOYES: "The work of employes operating coal chutes or coaling stations of this Carrier, regardless of the nature of construction of such coaling chutes or stations, or the method of operation, comes within the scope and jurisdiction of the Agreement between the Carrier and the Brotherhood of Maintenance of Way Employes. This class of employes are recognized as a part of the B. & B. sub-department and are listed under the caption 'Bridge and Building Department' on page 24 of the printed Agreement. We, therefore, maintain that the assignment of operation of the Calumet Coaling Station to an employe of another department not governed by the Maintenance of Way Agreement was a violation of that Agreement.

"For a number of years the Calumet Coaling Station has been operated only during the ore hauling season. In 1936, the station was changed from a crane and bucket rig and equipped with an electric driven conveyor. Andrew Barsness, regular coal station operator, was continued, and properly so, in the operation of the station until it closed with the closing of the ore hauling season. When time came for re-opening this coaling station in the spring of 1937, bulletin was spread advertising for bids for an operator. Andrew Barsness, who had operated the station in 1936, bid, and was assigned as operator of the Calumet Coaling Station April 27, 1937. Barsness con-

their own. They do not appear on the B. & B. crew rosters. They are not eligible to perform track work, under the provisions of schedule rule 3. Note that employees' statement of claim is to the effect that work should be assigned to 'employees coming within the jurisdiction of the Maintenance of Way Agreement.' This is entirely too broad a statement. Rule 3 specifically limits seniority rights to three sub-departments. Under no circumstances could even coal chute work be claimed by any Maintenance of Way employee outside of the B. & B. Department. Under the rosters as issued, it would be further limited to employees on the B. & B. Coal Chute roster. Not only is there no coal chute, but there, likewise, is no B. & B. work or employees assigned at Calumet; so that there would be no possibility of combining this thirty minutes of service with any other work which by any stretch of imagination could be conceived of as being subject to any seniority rights of the coal chute employees, either as such, or as members of the B. & B. Department.

"Finally, this claim very evidently is an attempt to place a groundwork for extension of Maintenance of Way service to work outside of such department. There are many points on the railroad where one or two engines tie up, and there is no coal chute; in fact, such condition exists on most of the branch lines. At such points, there usually is assigned an engine watchman or foreman-hostler, who looks after the engines while tied up, and sees that they are supplied with coal and water. Where movement of the engine is necessary, a foreman-hostler is provided; where no movements are necessary, an engine watchman is employed. In either case, such employee handles the coaling operations, either by hand or by bucket. Calumet is exactly the same as all such other points, apart from the fact that the actual placing of the coal on the tender is electrically controlled; and there are at least two other points where an electric conveyor has been in operation and no claim in regard thereto has ever been in evidence. Such actual conditions, which have existed for many years, clearly shows that at no time has there existed any claim for coal chute employees unless there was a coal chute, and reduces the basis for claim to the fact that a coal chute employee was once employed at Calumet when the work involved necessitated an employee to do such work exclusively. The work at various locations in the iron ore territory vary greatly from year to year, and as above shown, the present condition involves no such necessity. In fact, if the position at Calumet had not been bulletined at the start of the ore season, before the actual requirements were known, the carrier doubts that any claim would have originated. When it was found there was no need for such service, the position very properly was abolished."

OPINION OF BOARD: The substance of the claim here is that the operation of coaling stations should be assigned to employees coming within the jurisdiction of the maintenance of way agreement. The scope of that agreement makes no reference to coaling stations or to handling coal. The only place where coal is mentioned is in the wage schedules, which include (by insertion some years after the agreement was first made) "coal chute foremen" and "coal chute and bridge and building laborers."

It is conceded by the carrier that the employees so designated have the right to operate coal chutes. But the electric conveyor at Calumet is not a coal chute. Presumably in recognition of this fact, the employees claim that the operation of "coaling stations" generally, falls within the scope of the agreement. No such conclusion can be drawn from the language of the agreement.

Apart from that the record shows that there are several different types of coaling stations, some using clam shells, some hand shoveling, and some buckets and hoists; as well as coal chutes, which are not in dispute, and electric conveyors, as in the present case. Maintenance of way employees have never in practice been assigned exclusively to any of these operations (except coal chutes), and some of the operations have been assigned exclusively

or frequently to employes covered by other agreements. Nothing in the agreement between the parties makes this practice improper.

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 carrier did not violate the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 21st day of July, 1939.