

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Livingston Smith, Referee

PARTIES TO DISPUTE:

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

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 rules of our Agreement when on May 11, 1951 it refused to assign to an employee under our Agreement work which we contend is properly assignable under our Agreement, and, that the Carrier:

Be required to compensate Lawrence Duret, an employee under our Agreement, who made claim for this work on May 11, 1951, and that he be paid the proper rate for the position for that day and each and every day thereafter that he was not allowed to perform service on the position.

EMPLOYEES' STATEMENT OF FACTS: Sometime prior to May 11, 1951, the Carrier saw fit to put into operation at the Allouez Yard, Allouez, Wisconsin, a machine which would perform the following functions: Punching mine waybills of ore cars going over the scales, copying car numbers on waybills, checking and writing in weights from the original mine waybills and billing. The Carrier assigned as operator of this machine a Bridge and Building Carpenter by the name of Andrew Osterheim. This employee performed the following duties: Punching mine waybills of ore cars going over the scales, copying car numbers on waybills, checking and writing in the weights from the original waybills, billing, inserting cards after punching, into electronic calculator; also cyphering and transcribing these punched symbols into tonnage figures on other waybills and cutting car numbers and tare weights on cars going over the scales.

This was all work in connection with the new machine installed and put into operation at the Allouez Station, and used in the performance of the above-mentioned work. This is the same identical work that is performed at this same station by weighmasters, assistant weighmasters and bill clerks.

As we understand this operation at Allouez, when an ore train arrives in the yard, a trainman brings in the bills for the train, approximately 180 cars, bills are lined up in train order in duplicate, with carbons. When this train is weighed, the weighmaster places the bill for each car in the automatic scale which stamps the gross weight on the bill while the car is in motion. He writes the light weight of the car on the bill. As the weighing of this car is

OPINION OF BOARD: We are here concerned with the claim of the Organization that the Carrier violated Rules 1 (b) and 49 when, for a period of less than one year, it permitted an employe not covered by the effective agreement to assist in the operation of an electronic weighing machine. Claim is made in behalf of a named employe for a day's pay for May 11, 1951, and each day thereafter said mechanism remained in operation.

The Locale of this dispute is the ore docks at Allouez, Wisconsin. During May, 1951, Carrier had installed a machine which weighed and automatically recorded the various information required.

The Respondent asserts that this installation was on an experimental basis and that the operation thereof, during the trial period was not a violation of the Scope or any other Rule of the effective agreement.

The Organization takes the position that this work comes within the Scope of Rule 1 (b) in that it concerns the operation of "other similar equipment" as mentioned therein, and that there can be no bona fide exception in that all such exceptions are enumerated in paragraph (j) of Rule 1.

The parties are in substantial agreement that during the period this electrically controlled weighing and recording mechanism was in use the old method was used simultaneously and that employes assigned to their (the old scales) operations continued to perform their normal duties in the customary manner and during the hours of their regular assignment. What this Board said in Award 4027 is peculiarly applicable here. Therein it was stated:

"While the Clerks are ordinarily entitled to such work under extraordinary as well as ordinary conditions, still when the purpose of making the * * * check, its use, the special circumstances which required it, * * * are all considered, we are of the opinion that the Agreement was not violated.

The Clerks performed their usual work without diminution. No work which they regularly, daily performed was taken from them. The work in question became no part of the usual permanent records compiled and kept by the Clerks. The work in question was work of a special nature used for exploring the accuracy of the very work the Clerks themselves were regularly performing.

Since we are of the opinion that such Special Duty Work, under the circumstances of this case and the conditions here existing, is not such customary work regularly performed by Clerks as contemplated by the scope rule, we must deny the claim."

We likewise in substance so held in Awards 1802 and 5329. This claim should be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the 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.

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of September, 1953.