

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

J. Glenn Donaldson, 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 Clerks' Agreement:

1. When on May 5, 1952, and subsequent days, they removed work from the Clerks' Agreement and had said work performed by an employe outside the Agreement at Allouez, Wisconsin.
2. That the Carrier now be required to compensate employe George Miller, Assistant Weighmaster at Allouez, for two hours at the time and one-half rate for May 5, 1952 and each and every day thereafter that this work was performed by an employe outside of the agreement.

EMPLOYEES' STATEMENT OF FACTS: There is located at Allouez, Wisconsin, what is known as an Agent's Office. Certain train tracks are located directly in front of this office and running over an automatic scale which is operated by a clerk carrying the title of Clerk-Weighmaster. These employes handle the scale in the front part of the Agent's Office. Trains of ore are brought from the mines and are pushed very slowly over these scales by a switch engine and are automatically weighed by the clerks. These scales are operated principally in the summer months from approximately the first of April until sometime in November when shipping on the Lakes is discontinued account of freeze-up. These ore trains, consisting of many cars, are graded at the mine. Train reports and grade messages are received by Weighmasters or Assistants either direct from the ore dock or by telephone. The train reports are then graded from grade messages and the train list is furnished the Yard Department, and waybills are graded. The car checkers then make out tags from the information on this train list and waybills.

On the dates involved in this dispute, the Yardmaster took these grade messages and train reports direct, and from the information received, he then proceeded to mark up and grade the train, furnishing the taggers the information so that the train was completely graded as far as the Yard Department was concerned. By doing this, the Carrier removed work from our Agreement and had it performed outside of the agreement. Inasmuch as the Assistant Weighmaster performed eight hours of service that day, it would have necessitated his working overtime to perform the additional work.

placed on certain tracks in the classification yard and stored there until ordered up by the dock foreman.

When the ore is desired on the Dock, the dock foreman calls the Sheet Yardmaster and informs him of his requirements. The Sheet Yardmaster then checks for the tracks on which he has ore with the block number specified, and in the order specified, and makes up shove slips for the switch foreman, instructing him to shove such selected cars on a certain track to the Dock.

On May 5 the dock foreman ordered ore of a certain block number to complete the loading of a boat and none was shown on the sheet as being in the classification yard, and the Dock Foreman was so advised. He then advised the Sheet Yardmaster that this ore was in a train that just came in and was in the receiving yard, and that he needed it at once. The moving of the requested ore from this train in the receiving yard to the dock can be done in two ways; if the ore needed is close to either end of the train and only a few cars needed, it will be switched out and weighed individually and shoved to the dock. If the ore requested is scattered through the train, the entire train is weighed, and the cars cut and moved to the dock at once. This method of handling only occurs when the ore is needed to complete a boat load. The telephone conversation between the dock and Sheet Yardmaster permitted the yard to weigh half the train by the time the partially graded up train report was ultimately received at the scale by messenger. This telephone conversation did not take over five minutes, and greatly reduced the delay in completing the loading of the boat. We wish to impress on your Board that the telephone conversation in no way eliminated or in any way changed the work performed by the clerical force. They were required to do exactly what they would have done and no work whatsoever was removed from the clerical forces. This telephone conversation was held while this claimant was on his rest day and not working. It required less than five minutes and it eliminated from one to two hours' delay to this boat. The advance information given to the Sheet Yardmaster over the phone permitted him to initiate the movement, but in no way relieved the clerical force from the responsibility to handle the reports and complete the grading. Had this telephone conversation not been made, the clerical force at the yard would have to wait until the messenger brought the reports from the dock, and then do their work before the cars were made ready to move to the dock, and the dock would be delayed in finishing loading the boat. The use of a telephone belongs to no special group or class. No one lost time by this simple telephone call. The Sheet Yardmaster did no clerical work. He moved the cars before the clerical force started to work the train. They, however, started their work before the entire train was weighed, and had completed their work in a regular routine way.

It is the Carrier's Position that the claim in question should be denied for the following reasons:

- (1) That there has been no rule of the current agreement violated.
- (2) That the simple use of a telephone in the instant case does not belong exclusively to the Clerks' Organization.
- (3) That no work was lost or taken away from the clerical force by the telephone call.

It is hereby affirmed that all data herein submitted in support of Carrier's position has been submitted in substance to the Employee Representatives and made a part of the claim.

OPINION OF BOARD: This is a scope rule case, the Organization contending that their work was infringed upon by a Sheet Yardmaster at an ore boat loading point on the Great Northern Railway Company lines at Allouez, Wisconsin.

The gist of the alleged violation is that information concerning needed cars of ore of a certain grade—their availability and location—was transmitted by telephone to the Yardmaster by the Ore Dock Foreman, the source of such datum. Such information ordinarily was transmitted by messenger, as was later done in this case. The short cut in procedure but not of work, occurred at the height of the loading season and expedited the loading of a boat.

A reading of the docket fails to reveal wherein this advance information received via telephone by the Sheet Yardmaster deprived the Organization of a single minute of work or constituted a threat to do so. Following the call, the messenger operating in his usual manner, brought the same information to the same place when it was processed along the clerical line as if no telephone call had been made. It simply enabled the Yardmaster to cull out of an arriving train the needed cars and expedite their movement rather than to do the same thing after a messenger had reached his office sometime later.

The Organization asserts that Clerks were available who could have taken this information over the telephone. So, but we have never recognized that the use of the telephone was restricted to any single bargaining organization and its use here was well within the scope of the Yardmaster's duties of supervising the movement and handling of trains. Further, having received the information the available clerk would have had no authority to take the needed steps to forward the cars in question.

Award 6347 is clearly in point and arose between the same parties at the same point. Decision therein came after the within case was processed to this Division. We there denied the Agreement was violated when a carpenter, a B&B employee, was used to operate an experimental scale, saying:

"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 employees 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:

" * * * * "

"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. * * *"

Cited awards dealing with the abolishment of work of a position are not in point here, where nothing was taken away from any position and the clerical work involved was incidental to the Sheet Yardmaster's duties.

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 the Agreement was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 9th day of July, 1954.