



Award Number 17425

Docket Number CL-17831

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Murray M. Rohman, Referee

PARTIES TO DISPUTE:

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

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6468) that:

1. On February 4, 11, 18, 22, 25, 1967, and subsequent Saturdays and holidays, the Carrier required the Revising Clerk, an assigned 7-day position at Sioux City Freight Office, Sioux City, Iowa, to suspend work on his regular assignment and perform messenger work at about 11:00 A.M. and 3:00 P.M. which was regularly assigned to the Messenger five days per week; and
2. Therefore, the Carrier shall now be required to pay Arthur J. Thompson, Messenger, Sioux City Freight, two 2-hour calls at the punitive rate for Saturday, February 4, 1967, and the holiday, February 22, 1967, and each subsequent Saturday and holiday until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: For a good number of years, up to and including February 3, 1967, the Carrier maintained an office located at the stock yards in Sioux City, Iowa, for the purpose of servicing shippers. The shippers would bring the bills of lading covering shipments to the Stock Yard Clerk for receipt and processing.

Effective at the close of the shift on February 3, 1967, the Carrier closed its office at the stock yards, abolished the positions there, and transferred the work to the Freight Agent's Office which is located several miles away. The shippers were not happy with the prospect of traveling the additional miles to the Freight Agent's Office to submit the bills of lading for receipt and processing. To accommodate the shippers, the Carrier's representative told the shippers they should call the Freight Agent's Office when they had shipments, and a messenger would pick up the bills of lading at their office, returning them to the Freight Agent's Office for processing.

Arthur J. Thompson, the Messenger at Sioux City Freight, holding a 5-day position with Saturday and Sunday as rest days, was instructed by the Freight Agent to pick up the bills of lading from the shippers upon receiving their calls. Said calls were placed in a journal as they were received. With the instructions, the Messenger was given a list of approximately 21 shippers and their addresses.

Subsequently, on June 28, 1967, the organization submits a contention that this is a 6-day position and finally on April 19, 1968, allege violations of Rules 29, 36, 37, 38, 43, "as well as other rules of our agreement." (See Exhibits C-12 and C-13).

(Exhibits not reproduced)

OPINION OF BOARD: Despite the repetitious arguments included in the voluminous docket, a brief summary of the facts reveals the following:

On February 3, 1967, the Carrier closed its "branch office" at the stock yards in Sioux City, and transferred the work of processing bills of lading to the Freight Agent's Office, several miles away. In order to consummate such change, a number of positions were abolished at the stock yard office and new positions established at the Freight Agent's Office. Although a position of Revising Clerk existed in the Freight Agent's Office, it was redesigned to include a portion of those duties of the former stock yard clerk which was abolished. Bulletin No. 22, dated February 3, 1967, describes the duties of this position as, "Rating outbound carloads, revising all inbound livestock, handling piggyback equipment and reports." In order to accomplish its objectives, the Carrier found it necessary, as a result of closing its branch office at the stock yards, to dispatch a messenger to the offices of numerous industries to pick up the bills of lading and return them for processing to the Freight Agent's Office. On week days, Monday through Friday, the Messenger was exclusively assigned to pick up the bills of lading when notified by the shippers. However, on Saturdays and holidays, as required, the Revising Clerk was instructed to make the necessary pick ups of these bills of lading.

Thereafter, the instant claim was filed by the Organization alleging a violation of the effective Agreement in depriving the Claimant, the regularly assigned Messenger, of work properly within his assigned duties. The Carrier countered with numerous defenses, laches, time limits, damages and exclusivity.

In order to come to grips with the instant dispute, it is essential that we consider the pertinent facts as they developed following the rebulleting of positions on February 3, 1967. The duties of the Messenger, Monday through Friday, required him to pick up the bills of lading from the offices of the various industries and return them for processing to the Freight Agent's Office. No other employee performed this task on those days. It is undisputed that commencing with the effective date of closing the stock yard office, this was a requirement which was included in the Messenger's duties. Prior to this time, such function was not required. Thereafter, the Revising Clerk's duties in the Freight Agent's Office was rebulletined and some former duties of the stock yard clerk were included in the rebulletined Revising Clerk's duties. However, the February 3, 1967 bulletin does not contain the slightest mention of Messenger duties.

The Carrier concedes it instructed the Revising Clerk to pick up bills of lading, as necessary, on Saturdays and holidays, when notified by shippers. Despite Carrier's argument of lack of exclusivity in the performance of this task by the Messenger, nonetheless, such is a required function of his assignment and not of the Revising Clerk.

However, the Carrier augments its argument by denying that the Revising Clerk was required to perform such pick ups regularly on all Saturdays

and holidays. In support thereof, it submits instances where the Revising Clerk was not required to make such pick ups on various holidays. Under these circumstances, it is our view that the claim should be allowed only to the extent of the trips actually made by the Revising Clerk on the various Saturdays and holidays.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 violated.

A W A R D

Claim sustained to extent of actual trips made by the Revising Clerk on Saturdays and holidays.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of September 1969.