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SPECIAL BOARD OF ADJUSTMENT NO. 171

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
vs
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 the current agreement, effective September 1, 1950,

"1. When on November 27 and 28, 1954, they abolished the Third Trick Position at Allouez Yard of Classification Clerk and the work was turned over and performed by yardmasters, employees not covered by clerical agreement.

"2. That the Carrier now be required to compensate Ray Owen for two days' pay for November 27 and 28, 1954 at the pro rata rate account his position abolished and work performed by others."

FINDINGS: This Special Board of Adjustment upon the whole record and all the evidence, finds that:

The Carrier and the employee or employees in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Special Board of Adjustment has jurisdiction over the dispute involved herein.

The Employees state that the claimant was a third-trick classification clerk at Allouez Yard and had been performing the duties of transcribing the number of cars moved to various tracks, kept track of the block number, the grade of the ore, the space to which the car should be assigned on the ore docks, made out shove slips for crews moving ore to the ore docks, etc. That he had been performing these duties during the entire ore season, but on November 26, 1954, his position was abolished, two days before the actual closing of the ore season. That cars of ore still remained to be handled on November 27th and November 28th, and that the work that had been performed by this claimant was performed by yardmasters on November 27th and 28th.

Carrier states that the claimant's position was known as classification clerk and his major assigned duties were to assist the yardmaster. That it is the prerogative of management to abolish bulletin positions when the work situation is

such that no longer is a position justifiable relative to need, and that the work performed by the yardmaster at Allouez varies within his normal range of work responsibility and performance, and that when the yardmaster no longer needs the assistance of the classification clerk, the position may be abolished. That at the time the classification clerk's position was abolished, the last of the ore to be shipped during the 1954 ore season had already been moved in, weighed and classified. Thus, there was no further need for a classification clerk and any future movements of ore were the responsibility of the yardmaster and that this responsibility had been his for many years, and that he only required assistance when ore movements were heavy.

From the evidence submitted the Board finds that the work performed by this claimant was not exclusively clerks' work and that it could be performed as incidental work by the yardmaster. The Board has held many times that the duties of a yardmaster are varied and that essentially their work is supervisory, and that as an incident to their supervisory duties yardmasters of necessity perform some clerical work.

When this classification clerk's position was bulletined, the bulletin did not state, as some bulletins have stated in the past, that this position would be for the duration of the ore season. Therefore, the Carrier could abolish this job on November 26th, two days before the close of the ore season.

This claim is without merit and must be denied.

A W A R D

Claim denied.

/s/ Thomas C. Begley
Thomas C. Begley, Chairman

/s/ C. A. Pearson
C. A. Pearson, Carrier Member

/s/ F. A. Emme
F. A. Emme, Employee Member

Signed at St. Paul, Minnesota, this 10th day of April, 1957.