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AWARD NO. 6
CASE NO. 6

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 August 12, 1954 the Carrier abolished three roundhouse positions at Kelly Lake and the work in its entirety was turned over to and performed by roundhouse foremen.

"2. That the Carrier now be required to compensate Margaret Busha, an employe whose position was abolished working 3 PM to 11 PM, Donald Forrest working 11 PM to 7 AM and Mabel Johnson whose relief position was abolished working four days per week 3 PM to 11 PM and 11 PM to 7 AM covering the relief days of the two positions referred to above, for eight hours at the straight time rate of the positions for August 12, 1954 and each and every day thereafter as long as this violation continues.

"3. That all other employes adversely affected by reason of this violation be compensated for wage loss suffered."

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 on August 12, 1954, the Carrier abolished three roundhouse positions at Kelly Lake, Minnesota, and the work in its entirety was turned over to and performed by roundhouse foremen.

The positions which were abolished were for a claimant who was assigned as roundhouse clerk at Kelly Lake with assigned hours of 3:00 P.M. to 11:00 P.M.; for a clerk at Kelly Lake with assigned hours from 11:00 P.M. to 7:00 A.M.; and for a relief clerk with assigned hours from 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M. The Employees state that all the work that was performed by these claimants was clerical work which was turned over to foremen and that the foremen had no right under the clerks' agreement, and that for 30 years the work performed by the claimants has been assigned each and every year for the duration of the ore

season and they have performed the duties of answering phones, marking up daily ore sheets, accepting and answering all messages, marking up the engineers' and firemen's board, lining up crews and relaying crews to be called by callers.

The Carrier states that it has the prerogative of reducing forces when the volume of work so warrants and that it is not required to maintain positions for which there is little or no work. That in May, 1942, the three positions of the claimants were put on at Kelly Lake roundhouse and were continued until August 12, 1954. That prior to May, 1942, the second and third shift roundhouse foremen were answering their telephones, marking up the boards and performing the work that was later to be performed by these claimants. That business and work loads allowed the foremen to remain in their offices and to perform these duties which roundhouse foremen have always performed in the past, but later due to heavy increase in business and an increase in the mechanical forces, these roundhouse foremen were, of necessity, required to be outside their offices and supervising activities where the mechanical force was working, and in order to facilitate matters and to provide a more efficient operation of the roundhouse, it was decided to put a clerk on each of the second and third tricks and in addition a relief clerk to answer the telephones, mark up the board, and call the crew caller to line up train and engine crews. That in 1954 the Mesabi Range was completely dieselized and when the Carrier ceased to use steam locomotives, the mechanical forces at Kelly Lake roundhouse were radically reduced. As the result of this changeover in motive power, the roundhouse foremen's supervising activities outside their offices were very visibly reduced.

From evidence submitted the Board finds that the clerical work performed by these claimants had previous to 1942 been performed by foremen and that when the foremen's duties increased they needed assistance and clerical jobs were put on to assist them in some of their work.

After August 12, 1954, the foremen's work load decreased and they no longer needed the assistance of these claimants. Therefore, they could perform the clerical work which was incidental to their foremen's work without the assistance of these claimants and this work ebbed back to them, and when the foremen performed such work by the direction of the Carrier, they did so without violating the Clerks' Agreement.

Therefore, this claim 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

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

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