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AWARD NO. 15
CASE NO. 15

SPECIAL BOARD OF ADJUSTMENT NO. 171

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

V3

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.

"1. When, on April 26, 1956, they failed to call Richard Hirt, Check Clerk at Minneapolis Freight, to perform overtime work required on his regular assignment.

"2. That the Carrier now be required to compensate Richard Hirt, Check Clerk at Minneapolis Freight, for $2\frac{1}{2}$ hours at the overtime rate for April 26, 1956, and each and every day thereafter until June 19, 1956, when the Carrier changed the assignment of the Check Clerk position."

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 claimant states that in the year 1942 the Carrier started using lift trucks at Minneapolis Freight Station. The duty of operating these lift truck machines was assigned exclusively to Check Clerks up until November 10, 1955, when the Carrier bulletined a Tractor Driver position with duties of operating a lift truck; that this was the first time of record that the operation of lift trucks was assigned to a Tractor Driver position; that the organization protested the bulletining of the Tractor Driver position, and that several conferences were held with the Carrier; that the conferences continued up until April 25, 1956, when the Carrier declined every proposal made by the organization to settle the controversy; and that when no agreement was reached, this claim was filed, that the claimant operated a lift truck during his regular assignment, 10:30 A.M. to 7:00 P.M., and a Tractor Driver operated the lift truck during the hours of 7:00 P.M. to 9:30 P.M. The organization states that the Carrier violated the effective agreement and particularly Rule 37.

The Carrier states that the operation of fork lift trucks has always been regarded as falling within the classification of Tractor Driver and carries the Tractor Driver rate; and that, when the Carrier requires Checkers to operate fork lift trucks in the course of their other duties, the Checkers being in a classification that calls for a higher rate, even though they perform the lower rated work of Tractor Driver, they are paid the higher rate for such work. The Carrier further states that, when the volume of business has warranted, the Carrier has assigned the operation of fork lift trucks to Tractor Drivers and has applied the Tractor Driver's rate of pay. The Carrier further states that the organization did not question the Carrier's right to assign the operating of lift trucks to Tractor Drivers; that the organization was anxious that fork lift drivers not perform checking duties; and that, if checking duties were performed, then the work should carry the Checkers' rate.

From the evidence presented in this record, this Board can find no rule violation by the Carrier, and finds from the bulletins herein presented in evidence that both the Check Clerk and the Tractor Driver could operate the lift truck; 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

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

Signed at St. Paul, Minnesota, this 9th day of May, 1957.