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Award No. 22
Case No. 22

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.

"1. When on January 16, 1956 it removed various items of clerical work, as outlined in our Exhibit 'A', out from under the Scope of the Agreement and assigned it to a supervisory position not covered by the Agreement, one who holds no seniority rights under it, entitling him to perform said work.

"2. That Clerical Employee, Randal P. Gordon, the employee to whom the work should have been assigned and who is the claimant in this case, be compensated for one call, two hours at the time and one-half rate for January 16, 1956 and each and every day thereafter, Monday through Friday and in addition thereto, eight hours at the time and one-half rate for Saturday, January 21, 1956 and each and every Saturday thereafter that the violation continues."

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.

Prior to April 6, 1954, R. F. Ebner came under the Telegraphers' Agreement and worked at Allouez. During the winter months he performed all of the telegrapher duties at Allouez and also some clerical work which was incidental to his telegrapher duties, and during the ore season in the summer months his clerical duties were given to clerks, and then at the end of the ore season when the clerks' duties diminished he would again assume all of the duty at Allouez. On April 6, 1954 the carrier appointed Ebner as Agent at Allouez, which was an excepted position under the Telegraphers' agreement. He became a supervisory agent and he still continued to perform all of the telegrapher and clerical duties during the wintertime and delegated his clerical duties to clerical employees during the ore season. On or about January 16, 1956 the claimant clerk was put on the second shift at Allouez, and sometime thereafter the claimant filed a claim with the carrier, stating that the agent was performing at least two hours of clerical duty each day and was also performing some clerical duties on Saturdays.

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The Board finds that the employees have failed in their evidence to show that the agent has performed any clerical duties on the Saturdays in question, but finds that even though this agent as a telegrapher prior to April 6, 1954 was allowed to perform clerical duties which were incidental to his telegrapher duties, that when he became a supervisory agent on April 6, 1954 he could no longer perform these clerical duties.

When Ebner became a supervisory employee he could no longer do the clerical work that he had been allowed to do when he was under the Telegraphers' agreement. Therefore, this claim must be sustained as to a call for the claimant to perform the clerical duties now being performed by this supervisory agent on Mondays through Fridays.

A W A R D

Claim sustained in accordance with the opinion.

/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 11th day of September, 1957.

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INTERPRETATION NO. 1

The Employees state that a dispute has arisen between the parties involving application of this award and the payment of monies due thereunder to the involved employee and have filed a request for an interpretation, pursuant to Section 11 of the Memorandum of Agreement dated November 15, 1956, establishing Special Board of Adjustment No. 171.

The award as written contemplated that the claimant should be paid from January 16, 1956, for each and every day thereafter, Monday through Friday, for a call to the beginning of the ore season of 1956, and should be paid for a call for every day, Monday through Friday, from the end of the ore season of 1956 to the beginning of the ore season of 1957.

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

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

/s/ C. C. Denewith
Employee Member

Signed at St. Paul, Minnesota this 10th day of December, 1958.