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Award No. 29
Case No. 29

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 current agreement,

"1. When on May 6, 1956 they removed overtime work from position held by Sam Goldberg, Yard Clerk at Superior, Wisconsin consisting of checking back tracks 20 and 30 consisting of 165 cars or more. Total time required in the checking is one hour thirty minutes. Work was performed by an employee by the name of Mr. Udeen who does not perform this work during the other days of his assignment. On Sunday May 13, 1956 the Carrier removed the same kind of overtime work from the position and had it performed by two employees, Mr. H. Udeen and Mr. F. O'Keefe. The time consumed totaled three hours. Each of these employees were instructed not to perform in excess of one hour thirty minutes of work each. The work was performed on these two Sundays that Employee Goldberg was not called but was regularly assigned to his position.

"2. That the Carrier now be required to compensate the regular employee Sam Goldberg who was exclusively affected by reason of this violation of the Agreement, for eight hours at the time and one-half rate for May 6, 1956 and each and every Sunday and holiday thereafter that this employee was not called as provided for in the Agreement."

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 is a regularly assigned yard clerk at Superior Yard. This position is a 6-day position working Monday through Friday. The position is relieved on Saturday by a regular relief employee and blanked on Sunday. The claimant's regular assigned duties, according to his bulletin, are to check incoming cars. The title of the position bid in by the claimant is Yard Clerk (incoming).

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On Sunday, May 6, 1956, Weighmaster Clerk Udeen was used to check some 165 cars on trains 20 and 30 in Superior Yard. These are incoming tracks and is work that is performed under the claimant's bulletined job on Monday through Friday, and work that is performed on Saturday by the claimant's relief, Frank O'Keefe. On Sunday, May 13, 1956, weighmaster clerk Udeen and Frank O'Keefe both checked incoming cars.

Mr. Udeen is assigned on a seven-day position, 4:00 PM to midnight, Tuesday and Wednesday rest days. The assigned duty of Mr. Udeen's position is weighmaster and helper's work. Mr. Frank O'Keefe is a regular assigned relief employee who relieves the claimant's position on Saturday, and the other four days of his relief position are assigned to other seven-day positions. On the Sundays of May 6 and 13, 1956, Mr. O'Keefe's assigned position was to check outgoing cars, and Mr. Udeen, beside his weighmaster duties, assisted O'Keefe.

Due to the fact that the carrier has bulletined the claimant's position as incoming yard clerk, he is entitled to a call for May 6th and May 13th because Udeen and O'Keefe performed work which belonged to this claimant under his bulletined job. Therefore, this claim will be allowed under Rule 38.

A W A R D

Claim allowed 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.