

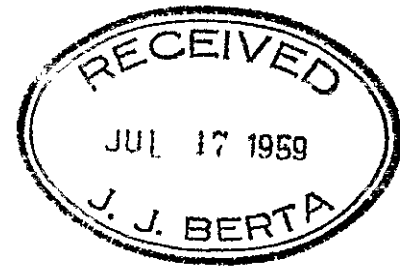
AWARD NO. 36
CASE NO. 36

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 August 24, 1956 after several previous conferences with respect thereto, the Carrier unilaterally and arbitrarily revised the status quo of various positions in their yard offices at Superior, Wisconsin.

2. That the Carrier now be required to compensate:

(a) F. B. Heinen, Chief Clerk, assigned hours 8AM to 4PM, for one day's pay at punitive rate for each of the dates of Saturday and Sunday, August 24 and 25, 1956, respectively, and each and every Saturday and Sunday thereafter that the violation continues.

(b) J. H. McGrath, Ass't Chief Clerk, assigned hours 8AM to 4PM, for the difference in rate of pay of his position \$16.03 per day, and that of Chief Clerk, \$17.53 per day, for both of the dates of Saturday and Sunday, August 25 and 26, 1956 respectively, and each and every Saturday and Sunday thereafter that this violation continues.

(c) B. Black, Relief No. 2, assigned hours 8AM to 4PM, for the difference in rate of pay of his position \$15.73 per day and that of Chief Clerk \$17.53 per day for the date of Sunday, August 26, 1956, and each and every Sunday thereafter that this violation continues.

(d) G. Schneible, Yard Clerk E, assigned hours 4PM to 12 Mid-night, for 1 day's pay at punitive rate, for each of the Sundays, August 26, September 2 and 9, 1956, and each and every Sunday thereafter that this violation continues.

(e) G. Silver, Yard Clerk G, assigned hours 4PM to 12 Midnight, for 1 day's pay at punitive rate, for each of the Sundays of August 26, September 2, 9 and 30, 1956, and each and every Sunday thereafter that this violation continues.

(f) S. Goldberg, Yard Clerk I, assigned hours 12 Midnight to 8AM, for 1 day's pay at punitive rate, for each of the Sundays, August 26, September 2, 9, 16, 23, 30, October 7 and 14, 1956, and each and every Sunday thereafter that this violation continues.

(g) All yard clerks, both in and outside employes, for an adjustment in rate to their positions, retroactive to August 24, 1956, to the extent of the rate mutually agreed upon.

FINDINGS:

After a careful consideration of the submissions of the Carrier and the Organization, and the arguments advanced by both of the parties, this Arbitrator ordered that a joint check be made at the yard office Superior, Wisconsin. Said joint check was made and data concerning the check was furnished to the Arbitrator.

From the submissions and the joint check, this Arbitrator finds that on August 24, 1956, after some conferences between the Organization and the Carrier, some changes were made unilaterally by the Carrier in titles, assignments, rates of pay, and days positions should be worked, and also some positions were abolished, effective 4:00 P.M., August 24, 1956, at the Superior, Wisconsin yard office.

The Arbitrator finds that a 7 day position, namely, that of Chief Clerk, was reduced to a 5 day position, but that duties of the Chief Clerk remained to be performed on the 6th and 7th days.

The Arbitrator further finds that a 6 day position, namely that of Chief Accountant, was reduced from 6 days to a 5 day position.

From a careful reading of the effective agreement, the Arbitrator finds that in reducing the 7 day position to a 5 day position, and the 6 day position to a 5 day position when work remained to be performed on these positions on the 6th day and on the 7th day, the Carrier violated Rule 29(c) of the Effective Agreement which states that "it is understood that 6 day positions will be filled 6 days per week except as provided in Rule 33", and 29(d) which states that "it is understood that 7 day positions will be filled 7 days per week." No regular relief assignment was made when the 7 day position was reduced to 5 days and the 6 day position was reduced to 5 days. However, the Carrier required the Assistant Chief Clerk to perform the duties of the Chief Clerk on Saturdays and the regular relief of the Assistant Chief Clerk was obliged to perform the Chief Clerk's duties on Sundays. There is no exception in either (c) or (d) with respect to the staggering of work weeks due to operational requirements of the Carrier.

The Arbitrator finds that Claim (a), the claim of F. B. Heinen, Chief Clerk, should be allowed at the pro-rata rate for each of the dates of Saturday and Sunday, August 25 and August 26, 1956, and each and every Saturday and Sunday thereafter that the Carrier continues to violate Rule 29(d) of the Effective Agreement.

The Arbitrator finds that Claim (b), the claim of J. H. McGrath, Assistant Chief Clerk, be allowed the difference in rate of pay of his position, and that of the Chief Clerk for the dates of Saturday, August 25, 1956 and all Saturdays thereafter that the Carrier continues to violate Rule 29(d), this difference in pay to be paid under Rule 51(b) of the Effective Agreement, as the joint check shows that 125 minutes of Chief Clerk work was performed on Saturdays and 190 minutes of

Chief Clerk work was performed on Sundays. If the claimant, J. H. McGrath, Assistant Chief Clerk, worked on Sunday, August 26, 1956, or on any subsequent Sunday that this violation occurred, he should be paid under Rule 51(b) for the work he performed on Sundays.

The Arbitrator further finds that Claim (c), the claim of B. Black, Relief No. 2 for the Assistant Chief Clerk, who performed the duties of the Chief Clerk on Sundays, should be paid the difference between his rate and the Chief Clerk's rate for the time consumed in performing the duties of the Chief Clerk under Rule 51(b). The joint check shows that 1 hour and 90 minutes was consumed on this work on Sundays.

The Arbitrator finds that Claim (d), Yardman E, the position held by G. Schneible, is a 6 day position which was regularly relieved on Mondays and that the Carrier blanked this position on Sundays. Under Rule 29(c) this position will be filled 6 days per week. On Sundays the duties of this position were performed by Yard Clerks D and H, and the duties consumed 2 hours and 50 minutes. Therefore, the evidence shows that there were duties of this position which required 6 days per week under Article 29(c). This claim will be allowed at the pro-rata rate for August 26, September 2 and 9, 1956, and each and every Sunday thereafter that this violation continues.

The arbitrator finds that Claim (e), the position of G. Silver, Yard Clerk G, is a 6 day position and that this position was blanked on Sundays and Yard Clerk H performed the duties of Yard Clerk G on Sundays. This is in direct violation of Article 29(c) and the claimant or occupant of the position of Yard Clerk G should receive one day's pay at the pro-rata rate for each and every Sunday, August 26, September 2, 9 and 30, 1956, and each and every Sunday thereafter that the Carrier continues to violate Article 29(c). The time consumed by Yard Clerk H in performing Yard Clerk G's duties as shown by the joint check on each Sunday was 2 hours and 30 minutes.

The Arbitrator finds that Claim (f), the position of S. Goldberg, Yard Clerk I, is a 6 day position which was regularly relieved on Mondays and the Carrier blanked this position on Sundays. Under Rule 29(c), this position will be filled 6 days per week. On Sundays Yard Clerk J performed the duties of Yard Clerk I, for 2 hours and 45 minutes. Therefore, this claim will be allowed at the pro-rata rate for Sundays, August 26, September 2, 9, 16, 23, 30, October 7 and 14, 1956, and each and every Sunday that the Carrier continues to violate Article 29(c) of the Effective Agreement.

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The Arbitrator finds that Claim (g), which asks that all yard clerks, both in and outside employees, receive an adjustment in rate of pay for their positions retroactive to August 24, 1956, is too indefinite and will be denied. This is not to say that the Carrier would be restricted from making 5, 6 and 7-day assignments of such positions as Manifest Clerks, Checkers, etc. where the duties of such are common with each other.

A W A R D:

Claims a, b, c, d, e and f, will be sustained in accordance with the Opinion, Claim (g) is denied.

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

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

/s/ C. C. Denewith
C. C. Denewith, Employee Member

Signed at St. Paul, Minnesota this 10th day of February, 1959.