

SPECIAL BOARD OF ADJUSTMENT No. 498

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

PARTIES:

VS.

GREAT NORTHERN RAILWAY COMPANY

AWARD IN DOCKET No. 8

STATEMENT

OF CLAIM: "Claim of the System Committee that:

(1) The Carrier violated the effective Agreement by assigning the Section crew at Wahpeton, North Dakota to complete a Bridge and Building assignment in the replacing of side-walk planking at Second and Third Streets on Wednesday, October 25, 1961.

(2) That Bridge and Building employees Bernard Ehlert, Silas Keeney, Louis Jones and Michael J. Swan, Minot Division be now compensated at their respective pro rata rates for a proportionate share of the 16 hours of time consumed by this Section Crew on October 25, 1961 in performing this work referred to in part one of this claim."

FINDINGS: It appears that section crews have repaired and replaced cross-walks when done in connection with track work or when the B and B crew was working at some distant point. Here the employees contend that the claim should be allowed because the B & B crew had been at Wahpeton on October 19th and made preparation for or started work on the replacement of the cross-walks involved.

It was certainly the right of the Carrier to plan and assign the work of the B & B Crew, so the question of whether the work to which it was moved on Thursday, October 19th, was emergency work is not relevant. The fact is it was moved to perform other planned work about 100 miles away.

Thereafter on Sunday, October 22nd, some residents of Wahpeton complained to the roadmaster about the condition of the walks and he instructed the section foreman to replace them. The work was performed on October 24th or 25th. This was simply essential work performed while the B & B crew was working at a distant point and entirely within the established practice.

There is no rule nor any showing of a practice which requires that work be completed by the employees to whom it is first assigned. Thus

the claim could be sustained only if the work claimed was shown to belong exclusively to the claimants. Under the prior practice the claim is without merit.

AWARD: Claim denied.

(s) Dudley E. Whiting
Dudley E. Whiting, Referee

(s) A. J. Cunningham
A.J. Cunningham, Organization Member

(s) T. C. DeButts
T. C. DeButts, Carrier Member

Dated at St. Paul, Minnesota,
this 6th day of August, 1963.