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Award No. 20
Case No. 20

SPECIAL BOARD OF ADJUSTMENT NO. 171

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
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 during the period July 25 to August 3, 1956, both dates inclusive, the Carrier increased and decreased positions at will regardless of the Schedule Agreement.

"2. That the Carrier now be required to compensate employees as follows:

July 25, 1956	The 4 senior employees from the furloughed list for 8 hours at the straight time rate for the 2nd shift of duty.
July 26, 1956	The 4 senior employees from the furloughed list for 8 hours at the straight time rate for the 1st shift of duty.
July 27, 1956	The 8 senior employees from the furloughed list for 8 hours at the straight time rate, 4 for the 1st shift and 4 for the 3rd shift of duty.
July 30, 1956	The 12 senior employees from the furloughed list for 8 hours at the straight time rate, 4 for each of the 1st, 2nd and 3rd shift of duty.
July 31, 1956	The 4 senior employees from the furloughed list for 8 hours at the straight time rate for the 3rd shift of duty.
August 1, 1956	The 10 senior employees from the furloughed list for 8 hours at the straight time rate, 6 for the 2nd shift and 4 for the 3rd shift of duty.
August 2, 1956	The 2 senior employees from the furloughed list for 8 hours at the straight time rate, for the 2nd shift of duty.
August 3, 1956	The 6 senior employees from the furloughed list for 8 hours at the straight time rate for the 2nd shift of duty."

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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.

This claim arises due to the fact that there was a steel strike which affected the Ore Docks at Allouez, Wisconsin. On or about July 1, 1956 the carrier commenced reducing its force at the docks because of the strike. The carrier, however, maintained a force of some men on the first shift and, when it was necessary, positions were filled on the second and third shifts.

The union contends that the carrier violated Rule No. 15 of the effective agreement and also violated a Memorandum of Agreement dated April 15, 1950.

The carrier states that it complied with the terms of the agreement when it was forced to reduce its force at Allouez, and that the only employees who worked during the strike were the employees that were necessary from time to time to load an occasional ore boat which would arrive at Allouez and also do a small amount of work such as cleaning the docks. The carrier states that it did comply with Rule No. 11(a) of the effective agreement.

From all the evidence, the Board finds that the carrier did not violate Rule No. 15 of the effective agreement and that the Memorandum of Agreement which the employees rely upon which was signed on April 15, 1950 was signed by Division Chairman Charles C. Denewith and by T. J. Greene (JME), Superintendent at Allouez. This agreement was never approved by the General Chairman of the Brotherhood nor by the proper officer of the Carrier. Therefore, it has no force and effect. For these reasons this claim is 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 11th day of September, 1957.