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Award No. 30
Case No. 30

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 14, 1956 the Carrier blanked two positions which had been bulletined as seven day positions under the schedule agreement, and continued to blank on days following the date of May 14, 1956 with the variation of from one to five positions per day.

"2. That the Carrier now be required to compensate C. C. Denewith, B. Larson, P. Ozaer, H. Mormon and R. Kastern for each and every day that these positions were blanked in the order outlined in our Exhibit "A" which is made a part of this submission, up to and including July 1, 1956 and any continuing days thereafter that might have been blanked since that date."

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 organization and the carrier entered into the 40-hour work week agreement effective September 1, 1949. This agreement contained the work week rule which was agreed upon nationally. However, on May 7, 1951 this carrier and organization amended Rule No. 3(d) by adding to it the wording "seven-day positions will be filled seven days a week."

This claim is based upon the interpretation of the added words to Rule 3(d). The organization states that these words mean that the carrier will fill seven-day positions seven days a week and that, therefore, the carrier cannot blank these positions for any reason whatsoever. The carrier states that for certain reasons, employees at the ore docks at Allouez absent themselves from work due to sickness, vacation or leave of absence. The employees state that due to this rule the carrier is obliged to fill the positions when the employee

is off by calling extra employees or furloughed employees, and if there are no extra or furloughed employees available, that regular employees must be called to double, and when they are called they must be paid the punitive rate. The employees state that up to the first part of May, 1956 they had no trouble with the carrier in filling these positions but that after that time the employer's representative took the position that these positions could be blanked.

The addition of the words "seven-day positions will be filled seven days per week" to Rule 3(d) does not appear in any other agreement, and from a strict interpretation of this wording it can only mean that seven-day positions will be filled seven days a week and, therefore, the carrier may not blank these positions but must fill them by calling employees from the extra board, or furloughed employees, or by using regular employees by doubling them and paying them the punitive rate. Therefore, this claim must be allowed.

A W A R D

Claim allowed.

/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.