

AWARD NO. 49
CASE NO. 49

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. At Minneapolis Freight on various dates by blanking freight handlers' positions and failing to utilize the services of available extra list employees and
2. That the Carrier now be required to compensate each of the following named extra list employees one day's pay at pro rata rate for each of the dates listed

January 6, 1958

David J. Simondet
Ronald S. Rajcic
Chester Pogodzinski
Carl J. Lindberg
Edward Riley
Carl R. Stewart

January 7, 1958

David J. Simondet
Ronald S. Rajcic
Chester Pogodzinski
Carl J. Lindberg
Edward Riley
Carl R. Stewart

January 8, 1958

David J. Simondet
Ronald S. Rajcic
Chester Pogodzinski
Edward Riley
Carl R. Stewart
Harold D. Davidson

January 9, 1958

David J. Simondet
Ronald S. Rajcic
Edward Riley
Carl R. Stewart

January 10, 1958

David J. Simondet
Ronald S. Rajcic
Carl J. Lindberg
Edward Riley
Carl R. Stewart
Harold D. Davidson

January 13, 1958

Edward Riley
Carl R. Stewart

January 14, 1958

Carl J. Lindberg
Edward Riley

January 16, 1958

Carl J. Lindberg
Edward Riley

January 17, 1958

Howard Streeter
Brian Moliter

FINDINGS:

The employees state that at the Minneapolis Freight Station on various dates the Carrier violated the Effective Agreement by blanking freight handlers' positions and failing to utilize the services of available extra list employees. That these vacancies were created due to illness, and so forth, and that the vacancies occurred on five day positions and were blanked in a number equal to the number of employees who are making claims for the dates of January 6, 7, 8, 9, 10, 13, 14, 16 and 17, 1958.

The employees state that the Carrier has violated a number of rules of the Effective Agreement, but particularly rely upon Rule 33 which states "regular positions shall not be assigned to less than five days per week".

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The Carrier states that at the Minneapolis Freight House, which is the largest freight handling operation of the Carrier, approximately 90 regular assigned jobs are maintained at this facility and that the vast majority of these positions are regular positions; that an extra list is maintained at Minneapolis which protects extra work at the Freight House and that this dispute involves what amounts to a guarantee to employees on the extra list to fill the regular five day position when the incumbent is voluntarily absent. That sometimes when the regularly assigned employees request and are granted permission to lay off due to illness or for personal reasons, that the vacancy thus created is filled and sometimes the vacancy is not filled, depending upon the requirements of the service.

The Board finds that Rule 33 reads as follows:

"Rule 33. FIVE DAY WEEK. Except as provided for by Rule 31, regular positions shall not be assigned to less than five (5) days per week, except that this number may be reduced in a week in which holidays occur within the five days constituting the work week by the number of such holidays."

That the provision contained therein that "regular positions shall not be assigned for less than five days per week", refers to the regularly assigned employees and is not a guarantee that if the regular assigned employee does not report to work for reason of illness, or any other reason, that there is a guarantee by the Carrier that an extra man will be used. This is distinguished from our Award No. 30, which was based upon the interpretation of the added words to Rule 3(d) which compelled the Carrier to fill 7 day positions 7 days a week. Rule 33 does not compel the Carrier to fill the 5 day assignment with extra employees when the regular employee fails to report to work.

A W A R D

Claim denied.

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

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

I dissent

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

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