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AWARD NO. 7
CASE NO. 7

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 September 9, 1955 they removed work covered by the Clerks' Agreement and had it performed by employees outside of the agreement.

"2. That the Carrier now be required to compensate the three senior checkers in the Freight House at Minot, North Dakota, who are affected by this violation, for five and one-half hours at the punitive rate of pay for September 9, 1955 and each and every day thereafter that the violation continues."

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 Employees state that sometime prior to September 9, 1955, the Carrier put into operation at the freight house at Minot, North Dakota, a revised method of handling LCL freight. That prior to the inauguration of this service shipments of LCL freight were handled in box cars and the shipments were loaded individually. That in establishing a new method the Carrier, at their various warehouses, loaded these individual LCL shipments into containers (piggy-back trailers) and then loaded these containers onto flat cars which were delivered onto freight platforms at various points and then these containers were picked up by so-called contract draymen and delivered to the various consignees. That each shipment was checked by these contract draymen from these containers to the individual consignee.

Prior to this operation the checkers in the freight house at Minot had always checked these individual shipments and delivered them to the consignee's agent at the platform. That the checking was discontinued on or prior to September 9, 1955.

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The Carrier states that this claim is without support of any rule in the Clerks' Agreement and is devised to bring work within the scope of the Clerks' Agreement which never before has been performed by the classes of employees covered by that agreement. That the particular service in dispute is performed after the freight has left the property of the Carrier and when it is subject to the control and responsibility of the contract motor transport company, and is performed independent of the railroad and is not in the strict sense a railroad service.

From the evidence submitted, the Board finds that the scope rule of the Clerks' Agreement does not describe this work as reserved exclusively to clerks. The Clerks state that prior to this operation they performed the checking of LCL freight in the freight house at Minot and they always checked these individual shipments and delivered them to the consignee's agent at the platform. At the present time there is no need to check the LCL freight at the freight house because the entire LCL shipment is picked up by the contract motor transport company and is now new work that has not heretofore been performed by any craft. Therefore, it cannot be successfully argued that the work in question has been customarily and traditionally performed by clerks.

Therefore, this claim must be 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 10th day of April, 1957.