

SPECIAL BOARD OF ADJUSTMENT NO. 498

PARTIES: BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

and

GREAT NORTHERN RAILWAY COMPANY

AWARD IN DOCKET NO. 11

STATEMENT OF CLAIM: The claim in dispute has been identified by the Organization as follows:

"Claim of the System Committee that:

1. The Carrier violated the effective Agreement on July 25, 1961, by assigning to the Flathead Motor Sales of Whitefish, Montana the work of repairing Carrier-owned Truck No. GN 1089-A, 1953 Chevrolet.

2. The Carrier violated the effective Agreement on August 4, 1961, by assigning to the Harlow Chevrolet at Whitefish, Montana the repair work on Carrier-owner Truck No. GN 1951-A, a 1961 International Truck.

3. The Carrier violated the effective Agreement on August 15, 1961, by assigning to the Manion Company of Kalispell, Montana the work of repairing Carrier-owned Truck No. 1268-A.

4. That Assistant Motor Car Repairman William L. Yeats be now compensated, account of the Carrier's violation of the Agreement, in the following manner:

Part 1 of this claim	\$49.25
Part 2 of this claim	\$39.50
Part 3 of this claim	\$97.50."

FINDINGS: Rule 40 (j) provides that the work reserved to motor car shop employees is that customarily performed previously. The prior practice as to repair of highway vehicles does not show it to be in the exclusive work of such employees.

In connection with the Mediation Agreement of October 11, 1933, the Employees contend that this work could have been performed by the shop employees within standard working hours, but concede that doing so would have resulted in deferral of other work. Whether such other work could have been appropriately deferred was a business decision which was a responsibility of the management, not of the employees.

AWARD: Claim denied.

Dated at St. Paul, Minn., this 26th day of November, 1963.

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

(s) A. J. Cunningham
Organization Member

(s) T. C. DeButts
Carrier Member