

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

H. Raymond Cluster, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When it failed and refused to compensate Clerk W. W. Gholson of Pinckneyville, Illinois, for the holiday, November 25, 1954 for a day's pay at straight time rate of \$14.06 per day, to which he was justly entitled within the intent and purpose of a proper application of Article II, Section 1 of the Agreement signed at Chicago, Illinois, August 21, 1954, it violated the provisions of that Agreement;

2. That the Carrier be required and directed by the Board to compensate Clerk Gholson for the day's pay improperly withheld from him in violation of the Agreement.

EMPLOYEES' STATEMENT OF FACTS: Clerk Gholson, who was an extra and unassigned Clerk, was required by the Carrier in the application of Rule 14 of the Clerks' Agreement to fill the temporary vacancy of Clerk at Pinckneyville, Illinois on November 2, 1954, which position was assigned to work five days per week, Monday through Friday, with rest days Saturday and Sunday, rate \$14.06 per day.

The vacancy at Pinckneyville was occasioned due to Clerk E. G. Kenon, the regularly assigned occupant of same, exercising his seniority rights under the provisions of Rule 9 (a) to a temporary vacancy on a clerical position at Gorham, Illinois (located on the same seniority district as Pinckneyville, Illinois) and Clerk Gholson worked this temporary vacancy on the position of Clerk at Pinckneyville, Illinois, November 2, 1954 to December 2, 1954, inclusive.

On Thanksgiving Day, Thursday, November 25, 1954, the Carrier blanked the position of Clerk at Pinckneyville occupied by Clerk Gholson since November 2, and Mr. Gholson filed a claim in writing for the day's pay under the provisions of Article II of the Chicago Agreement.

It cannot reasonably be gainsaid that the specification "regularly assigned" has a definite meaning. These are common English words. Your Board has repeatedly said that your function is to interpret rules by giving them their usual and ordinary meaning. See Awards 1242, 2765, 4259, 5369, 5438. There are many others of similar import. In nobody's English we ever heard of does assigned include the connotation of unassigned.

Since the Employees themselves say this claimant was unassigned and the record is clear that such is the fact, it is obvious he is not included in the provisions of Article II, Section 1, of the Agreement and is not entitled to the payment here claimed.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was an extra and unassigned clerk. On November 2, 1954, he was assigned to fill the temporary vacancy of Clerk at Pinckneyville, Illinois. This vacancy was occasioned due to the incumbent's exercising his seniority rights under the Agreement to a temporary vacancy on another clerical position. Claimant worked this temporary vacancy until December 2, 1954. Thanksgiving Day fell on a workday of Claimant's workweek during this temporary assignment. He was not required to work and received no pay for the holiday.

The claim is for a day's pay under Section 1 of Article II of the August 21, 1954 Chicago National Agreement, which reads:

"Section 1. Effective May 1, 1954, each regularly assigned hourly and daily rated employe shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employe: . . . Thanksgiving Day . . ."

We held in Award 7430 that unassigned employes temporarily assigned to fill regular positions were not "regularly assigned" within the meaning of the above cited rule, in circumstances similar to those of this case. For the reasons set forth in that Award, the claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 1st day of October, 1956.