



Award No. 14585
Docket No. CL-12950

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

THE PITTSBURGH & WEST VIRGINIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5022) that:

1. Carrier violated the current Clerks' Agreement, particularly Letter Agreement dated January 12, 1960, when it arbitrarily and unilaterally closed the Store Room at Rook, Pennsylvania on Holidays falling in the work week beginning Monday and ending Friday beginning November 24, 1960 and assigned the work thereof to employees of the Yard Office at Rook, Pennsylvania.

2. Mr. Carlos Jensen shall be compensated one (1) day's pay at the rate of time and one-half for November 24, 1960 and for each Holiday falling in the work week beginning Monday and ending Friday on which the Store Room is closed and supplies are distributed by employees of other offices.

EMPLOYEES' STATEMENT OF FACTS: When the current Clerks' Agreement, effective March 1, 1944, was signed by the parties, the Store Room at Rook, Pennsylvania was distributing and maintaining stock of supplies three (3) tricks per day, seven (7) days per week including Holidays. Clerical employees on these tricks worked under the supervision of the Purchasing Agent and his Chief Clerk.

By Memorandum of Agreement dated May 27, 1958 (Employees' Exhibit A), the Store Room was closed on the third trick and remained open two (2) tricks per day, seven (7) days per week, including Holidays. A notice (Employees' Exhibit B), notified all concerned that supplies would be issued by the Store Room employees and all concerned were instructed to obtain supplies from the Store Room during the hours it remained open. The Claimant in this case was used to maintain and issue supplies on Holidays.

As a result of conferences held by the Carrier with employee representatives, a Letter Agreement was entered into dated January 12, 1960 (Employees' Exhibit C) which provided the Store Room would be closed on the Second Trick and would remain open one (1) trick per day, seven (7) days a week and notice to that effect was posted by the Carrier (Employees' Exhibit D).

There is no rule in the current agreement between the parties hereto, nor in any agreement supplementary thereto, which requires that Claimant be allowed to work on a holiday. As a matter of fact, paragraph (a) of Rule 12, Guarantee and Basis of Pay, of the governing agreement was modified effective February 12, 1950, in conformance with the National 40-Hour Week Agreement to read:

"Nothing within this agreement shall be construed to permit the reduction of days for regularly assigned clerks covered by this agreement below five (5) per week, except that this number may be reduced in a week in which holidays occur by such holidays." (Emphasis ours.)

Claimant was not required to work on the holiday in question. The Carrier, exercising its management prerogatives, elected to forego all activities in the Stores Department on the holiday. Nevertheless, Claimant was compensated in accordance with the provisions of the Agreement of August 21, 1954, in effect between this Carrier and the Brotherhood of Railway and Steamship Clerks. Meanwhile, on the holidays in question, no materials were received or dispensed by the Store Room; no one entered the Store Room for any purpose whatsoever, and, in fact, the Store Room remain locked from the time the Head Storekeeper (Claimant here) locked the doors at the close of the last regular day of business prior to the holiday, until one of his assistants unlocked the same doors at the start of business on the first regular day of business after the holidays.

OPINION OF BOARD: The contents of Carrier's letter of January 12, 1960 to the Organization does not by its terms constitute an agreement that the storeroom would be maintained Monday through Friday including holidays.

Closing of the storeroom on holidays is affirmatively sanctioned by Rule 12(a) of the Agreement.

A denial award is required.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1966.

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