

SPECIAL BOARD OF ADJUSTMENT NO. 117

ORDER OF RAILROAD TELEGRAPHERS
and
MISSOURI PACIFIC RAILROAD COMPANY

Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad that:

1. Carrier violated the agreement between the parties when it failed and refused to properly compensate C. A. Kastner for September 6, 1954, (a holiday).
2. Carrier shall be required to compensate C. A. Kastner for 8 hours at the pro rata rate of pay applicable to the Second Shift Telegrapher-Clerk's position at Leoti, Kansas, for September 6, 1954 (a holiday).

OPINION OF BOARD: This dispute concerns the alleged failure of the respondent to compensate claimant for pay for a holiday not worked. Claimant was assigned to a temporary vacancy on a Second Shift Telegrapher-Clerk's position and had worked such assignment for at least several days prior to the holiday period in question. Under date of September 3, 1954, respondent notified the claimant that he was not to work on Monday, September 6, said Monday being the Labor Day holiday enunciated in the holiday provision of the effective agreement.

The Organization takes the position that claimant here, occupying a regular assignment, was entitled to pay for the holiday not worked and cited, in support thereof, Rule 1(a); Rule 2(f-1); Rule 8, Section 2(h); Rule 9, Section 2; and Article II, Sections 1, 3 and 5, of the August 21, 1954 Agreement.

The Organization took the position that the claimant here, an extra employe, was occupying a regularly assigned position in place of the incumbent and, as such, was entitled to receive pay for the holiday in question for the reason that Rule 2(f-1) requires that a position and not an employe be rated and that, under Article II of the August 21, 1954 Agreement, the claimant was entitled to an additional 8 hours' pay at the pro rata rate of the position, provided that the holiday fell on the work day of a work week of an individual employe, and that there is no distinction in the effective rules between an extra employe holding a regular assignment and an employe regularly assigned on a permanent basis.

The respondent took the position that the claimant here was properly notified not to work the holiday of September 6, as required by the rule, and that by virtue of such notification the claimant here was not entitled to pay due to the fact that he was an extra man who had no assigned hours on the date in question and that, within the meaning of Article II of the August 21, 1954 Agreement, he was not entitled to holiday pay since such provision pertains only to the regularly assigned employes.

It is apparent that the question to be resolved here is whether or not the claimant, as an extra employe filling what was normally a permanent assignment, is entitled to pay for a holiday not worked at the pro rata rate.

The claimant was working an hourly rated position on what was admitted by both parties to be a temporary vacancy.

We are of the opinion that pay for holidays, whether or not it be at the pro rata rate for a holiday not worked, is a mode of compensation which applies or attaches to the employe and not the position. In establishing holiday compensation, the rules make no mention of positions, as such, but, to the contrary, pertain only to employes.

We are of the opinion that the claimant was not entitled to pay for the holiday in question by virtue of the fact that, while he had met one requirement of the holiday rule, namely to work the day before and the day after the holiday, he did not meet the other requirement in that he was not a "regularly assigned" employe.

We are of the opinion that the agreement limits pay for holidays to regularly assigned employes and makes no provision for holiday pay to an extra employe who is temporarily filling a position.

FINDINGS: The Special Board of Adjustment No. 117, upon the whole record and all the evidence, finds and holds:

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

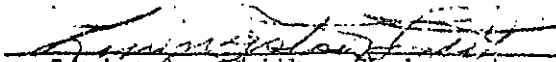
That this Special Board of Adjustment has jurisdiction over the dispute involved herein; and,

That the Carrier did not violate the effective agreement.

AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 117


Livingston Smith - Chairman


C. O. Griffith - Employe Member

St. Louis, Missouri
July 26, 1956




G. W. Johnson - Carrier Member