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AWARD NO. 1
CASE NO. 1

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 December 25, 1954 and January 1, 1955 certain accumulative relief positions were not worked and employes on these positions, working in accumulative service, were required to suspend work on later dates to absorb the relief work of December 25, 1954 and January 1, 1955,

"2. That the Carrier now be required to compensate the following employees for eight hours at the overtime rate for December 25, 1954 and January 1, 1955, and any other employees who may be affected whose claims are a matter of record with the Superintendent of the division on which the violations occurred.

Forrest Athey
Wallace Kronberg
Richard Lovdal
Michael Wasiluk
Russell Rose
Allen Petersen
Anthony Blaha
Fred Wilson

Joseph Beck
Arthur Vig
Harold Samuelson
Gilbert Bunker
Leonard Derheim
Harry Gildmeister
Oscar Akre
Oscar Ronglien'

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 the claimants involved were assigned 5 days per week Monday through Friday, with Saturday and Sunday as rest days, but under the Memorandum of Agreement with the Carrier, entered into with the Employees July 30, 1949, the Employees agreed to work 6 Saturdays at straight time on an accumulative basis and after working those 6 Saturdays they would lay off 6 days to absorb the rest days as provided in the agreement.

The Employees state, in the claim before the Board, Christmas and New Years day, holidays under their agreement, fell on Saturday, the rest days of the claimants, and that Christmas and New Years, therefore, were not holidays that fell within the regular work week of these claimants. The Carrier blanked these positions on the Saturdays (Christmas and New Years) in question and then later required the employees involved to lay off for 6 days contending that they had accumulated 6 rest days.

The Employees state that the compensation paid these claimants was not under the accumulative agreement but was, in part, payment that was provided for under the August 21, 1954 Agreement.

The Employees further contend that the claimants herein involved are not assigned under the Agreement of September 1, 1950, to 6-day positions, that they are assigned to 5-day positions and this sixth day that these claimants work is work performed under the accumulative agreement of July 30, 1949.

The Carrier states that the positions in question herein were 6-day positions and that, therefore, under the provisions of Rule 29(c) such positions could legitimately be blanked on any or all of the specified holidays which are set forth in Article II, Section 1 of the Agreement of August 21, 1954, and that, therefore, the blanking of such positions on the dates in question, namely December 25, 1954, and January 1, 1955, in no way constitutes a violation of any of the schedule rules. Carrier further states that in a letter dated April 4, 1955, addressed to it by General Chairman Emme he stated:

"* * * I agree 100% that they are six-day positions and I also agree that any day except Saturday on which the holiday fell, the position could be blanked. However, I am not willing to agree that you can blank the accumulated day and then hold him out of service six days contending that he had accumulated six Saturdays. * * *"

Carrier further states that the claimants were paid 8 hours at the pro rata rate for such Saturdays (Christmas and New Years) and that such payment constituted the fulfillment of its obligation provided in the Agreement of August 21, 1954.

From all the evidence submitted at the hearing the Board finds that the Carrier and the Organization entered into an agreement dated July 30, 1949, which reads in part:

"It is agreed that in cases where it is not practicable to provide relief by the establishment of a relief assignment, as contemplated by Paragraph (e) of Section 1, Article II of the March 19th, 1949, agreement, such rest time may be accumulated, with the understanding that such accumulation will be limited to ten (10) days."

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The Board further finds that December 25, 1954, and January 1, 1955, were not worked by these claimants but that they were paid at the pro rata rate as if they had worked on these days; that there is no wording in the accumulative agreement which makes it mandatory to work employees on a holiday in order to accumulate the required rest time. The only restriction in the July 30, 1949, Agreement is that rest time may be accumulated with the understanding that such accumulation will be limited to ten (10) days.

The Board finds that the Carrier has properly compensated these claimants and that the Carrier has properly applied the holiday rule and the Agreement of July 30, 1949.

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.