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Award No. 28
Case No. 28

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 current agreement,

"1. When on July 4, 1956 they failed to properly compensate Employees Randall P. Gordon and Genevieve Janicki, Assistant Weighmasters at Allouez Freight Station.

"2. That the Carrier now be required to compensate said employees for one day each at the time and one-half rate for July 4, 1956."

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.

This claim concerns holiday pay for July 4, 1956 to claimants R. P. Gordon and G. Janicki who had been regularly employed as assistant weighmasters at Allouez, Wisconsin. On the holiday, the claimants' previous assignments were not in existence due to a steel workers' strike which commenced on July 1, 1956. Their positions had been abolished by the carrier. Claimant Janicki's position was abolished at the close of her shift on July 2, 1956, and claimant Gordon's position was abolished at the close of his shift on July 3, 1956.

The carrier informed their employees at Allouez that due to the steel strike their forces were to be reduced in connection with ore handling as soon as possible and that the employees who so requested could draw vacation pay if they had not had a vacation, with the understanding that their vacation would be discontinued if the strike was settled and then the remainder of their vacation would be granted during the assigned vacation period. The claimants complied with the carrier's notice that permitted them to immediately start their vacation.

The Organization contends that due to the fact that the claimants could have been called back from their vacation if the steel strike was settled, that the claimants were available for duty on short call and the claimants were still assigned to their positions and would return to said positions if the strike were terminated.

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The carrier states that Article 2, Section 1 of the National Agreement of August 21, 1954 states that an employee must be a regularly assigned hourly and daily rated employee to receive the benefits of the vacation agreement.

The Board finds that these claimants on July 4, 1956, were not regularly assigned hourly and daily rated employees due to the fact that their assignments had been abolished due to the steel strike. Section 3 of Article 2 of the agreement of August 21, 1954 states that regularly assigned hourly and daily rated employees are qualified for holiday pay and that these conditions must be met by the employees in order to receive the benefits of this agreement. These claimants had no regular assignment on July 4, 1956 due to being furloughed and are not eligible for holiday pay for that day.

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 11th day of September, 1957.