

AWARD NO. 50  
CASE NO. 50

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 and that

1. The Carrier now be required to compensate Margaret A. Score, Stenographer, Superior Freight for one day's pay at the pro rata rate of her position of stenographer for the date of December 25, 1957 (a holiday).

FINDINGS:

The employees state that on October 21, 1957, the Carrier advertised on Circular "S73" the position of Stenographer at their Superior Freight Station. That on October 30, 1957, the Carrier made an assignment of this permanent position to Margaret A. Anderson, who is also known as Margaret A. Score. That upon being displaced from this position which had been permanently assigned to her, Margaret Anderson, under date of December 27, 1957, made written request to be placed on the extra list effective as of December 30, 1957. That she was the regular assigned occupant of the position of stenographer and continued to hold the permanent position of stenographer up to and including Friday, December 27, 1957, and was displaced from the position effective with the date of Monday, December 30, 1957, and that this being so that Margaret Anderson, who was the regular assigned occupant of the position of stenographer was entitled, under Article 2, Section 1, to the pro-rata rate of her position for the holiday, namely December 25, 1957.

The Carrier states that between December 4, 1957 and December 29, 1957, Margaret Anderson was a clerk on the extra list at Superior, and filled a vacancy on the stenographer position to which another employee, Ruth Bolger, was assigned during this period. That Ruth Bolger during the period was filling a short vacancy on still another job. That on December 25, 1957, Christmas Day, Margaret Anderson performed no service for the Carrier and that she was not a "regularly assigned hourly and daily rated employee" as specified in Article 2 of the Agreement of August 21, 1954, but that Ruth Bolger was the regularly assigned hourly and daily rated employee of this position, and she received the holiday pay at the pro-rata rate for December 25, 1957, although she was not actually occupying the position at that time.

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The Carrier states that on December 4, 1957, while working a short vacancy as claim clerk, Ruth Bolger was advised that she had been displaced from her own regular assignment as general clerk and that she immediately filed in writing to displace the claimant Margaret Anderson on the stenographer assignment. Under the provisions of Rule 18(a), Ruth Bolger was compelled to do so if she desired this position, but, although Ruth Bolger held a regular assignment to the stenographer position she continued to fill the short vacancy on the claim clerk's assignment and this was her right under Rule 14. That on December 4, 1957, Margaret Anderson, the claimant, was informed that she had been displaced from the stenographer's position by Ruth Bolger and Margaret Anderson, not having sufficient seniority to displace anyone, she reverted to the clerk's extra list. Due to the fact that Ruth Bolger was still filling a short vacancy as claim clerk, another short vacancy in turn occurred on the stenographer position to which Margaret Anderson was assigned and she did fill this short vacancy until December 29, 1957, when Ruth Bolger's short vacancy position terminated and Ruth Bolger was given holiday compensation because she held a regular assignment on the stenographer's position.

From the evidence produced at the hearing and from the submissions and the arguments, the Arbitrator finds that under Article 11, Section 2, Ruth Bolger being the regularly assigned hourly and daily rated employee of the position of stenographer she was entitled to the holiday pay even though she was not actually occupying the position at that time.

A W A R D

Claim denied.

/s/ Thomas C. Begley  
Thomas C. Begley, Chairman

/s/ C. A. Pearson  
C. A. Pearson, Carrier Member

I dissent /s/ C. C. Denewith  
C. C. Denewith, Employee Member

Signed at St. Paul, Minnesota this 10th day of February, 1959.