

12-21-58

C O P Y

Award No. 2  
Docket No. CL-6288

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 239  
(Clerks' Board, St. Louis, Missouri)

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES

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MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the Clerks' Agreement when it failed and refused and continued to refuse to compensate Mrs. Hazel De Wees, Clerk, Monroe, Louisiana, for the holiday Thursday, November 28, 1957, at the rate of the Chief Clerk at Monroe, Louisiana, rate \$22.55, the position she was occupying prior to and subsequent to the holiday, as a result of being moved to the Chief Clerk position by the Carrier under Rule (b) of the Clerks' Agreement. Instead, she was allowed the Steno-Clerk rate of \$18.24.
- (2) The Carrier shall be required to compensate Mrs. De Wees in the amount of \$4.31, which represents the difference between the Steno-Clerk rate, \$18.24, and the Chief Clerk rate, \$22.55, which rate she was entitled to receive under the provisions of Article II, Section 1 of the Agreement of August 21, 1954.

OPINION OF BOARD:

On principle this docket is distinguishable from the one covered by Award No. 1, only because the first docket involved a claim on behalf of a claimant who requested the move in the exercise of seniority, whereas, in this docket, Claimant was "forced" into the temporary vacancy.

Although the contended for distinction might be found to be controlling one way or another in a different climate, the moves in this and the earlier docket were both made as provided by Rule 9 and each was proper. Accordingly, we find no basis for laboring the Organization's contended for distinction between dockets as would have been necessary (without any probable difference in results as between the two dockets) if we had denied the claim in the first docket.

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Claim here will be sustained on the same principles as those enunciated in Award No. 1.

FINDINGS:

The Board, after oral hearing, and upon the record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as amended:

That jurisdiction over the dispute involved herein has been conferred upon this Board by special agreement; and

That the Agreement by and between the parties to this dispute has been violated.

A W A R D

Claim sustained by order of:

Special Board of Adjustment No. 239

A. LANGLEY COFFEY /S/  
A. Langley Coffey, Chairman

IRA F. THOMAS /S/  
Ira F. Thomas - Employee Member

F. E. GRIESE /S/  
Carrier Member

Dated at St. Louis, Missouri

this 17th day of January, 1959.