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AWARD NO. 10
CASE NO. 10

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 May 30, 1955 they denied Jack Horne, an employee at Helena, Montana, payment for the holiday at the straight time rate as provided for in the agreement signed at Chicago, Illinois on August 21, 1954.

"2. That the Carrier now be required to compensate Jack Horne for one day's pay at the straight time rate for May 30, 1955."

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 claimant was denied a holiday payment at the straight time rate for May 30, 1955, as provided in the Agreement of August 21, 1954.

The Carrier states that the claimant was an extra list employee at Helena, Montana. That he filled a temporary vacancy on a regular assignment of Clerk-warehouseman Janetski from May 26 through June 15, 1955, while Janetski was enjoying his assigned vacation.

The Holiday Agreement of August 21, 1954, states as follows:

"Effective May 1, 1954, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee: ***"

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From the evidence submitted the Board finds that this is a claim for holiday pay for an extra man filling a temporary vacancy on a regular assignment. That Article II, Section 1 of the Holiday Pay Agreement provides as follows:

*** each regularly assigned hourly and daily rated employee ***."

Thus, the Agreement limited payment to regularly assigned employees and does not provide for payment to an employee who is temporarily filling a position.

This claim is without merit and must be denied.

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.