

C
O
P
Y

AWARD NO. 9
CASE NO. 9

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 February 22, 1955 they denied Arthur Breiland, Window Washer and Janitor at Minneapolis Passenger Station, 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 Arthur Breiland for one day's pay at the straight time rate for February 22, 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 on February 22, 1955, the Carrier denied the claimant, a window washer and janitor at Minneapolis Passenger Station, payment for the holiday at straight time rate as provided for in an agreement signed at Chicago, Illinois on August 21, 1954.

Carrier states that the claimant was in no sense a "regularly assigned" employee on Washington's Birthday, 1955. Instead he was an extra list employee who had worked on a short vacancy.

From the evidence submitted, the Board finds that the Holiday Agreement entered into between the parties on August 21, 1954, sets forth in Article II, Section 1 that:

"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. ***"

Award No. 9

The above language indicates that unassigned employees temporarily assigned to fill regular positions are not "regularly assigned" within the meaning of the above cited rule.

Therefore, this claim is without merit.

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.