

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 EMPLOYEES

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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, on November 28, 1957, a holiday, it failed to utilize R. Leuchtman, incumbent of his Junction and Train Clerk position, 23rd Street Yard, St. Louis, Missouri, on authorized overtime work;
- (2) Clerk R. Leuchtman shall be compensated for eight hours at the punitive overtime rate of \$3.285 per hour, amount \$26.28, account Carrier's violation of Rule 25(b), Item 3.

OPINION OF BOARD:

Claim is made by R. Leuchtman, Junction Clerk, 23rd Street, for eight hours pay for holiday, November 28, 1957, when Carrier blanked his position. The contention is made that other employees performed claimant's regularly assigned work on the day in question.

We have here another dispute wherein Carrier insists that a holiday is not an assigned day. This, in turn, prompts the Organization, in support of the claim, to go to those other Articles of the Agreement that are designed to cover situations where work is required and performed on an overtime basis.

Carrier had a right to blank claimant's position on a recognized holiday specified in the Agreement and to pay him holiday pay in lieu of working him on one of his scheduled or assigned work days. It was under no obligation to use the claimant as long as regular employees entitled to perform the remaining work were able to absorb it. If it had been necessary to have assistance in the performance of the work, the Articles of Agreement relied upon by the Organization entitles the incumbent of the position to the work.

Under the facts and circumstances of record here, however, no work was performed on the holiday in question that was peculiar to incumbent's position. Also, no additional employee was used to perform exclusive work of claimant's position. His claim is not valid.

FINDINGS:

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

That the Carrier and 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 not been violated.

AWARD

Claim denied by order of:

SPECIAL BOARD OF ADJUSTMENT NO. 239

/s/ A. Langley Coffey  
A. Langley Coffey, Chairman

/s/ F. E. Griesse  
F. E. Griesse, Employer Member

/s/ Ira F. Thomas  
Ira F. Thomas, Employee Member

Dated at St. Louis, Missouri,  
this 30th day of June, 1959.