

Award No. 6077
Docket No. CLX-6087

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

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

RAILWAY EXPRESS AGENCY, INC.

STATEMENT OF CLAIM: Claim of the District Committee of the Brotherhood that

(a) The Agreement governing hours of service and working conditions between the Railway Express Agency and the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employes, effective September 1, 1949, was violated at the New Orleans, Louisiana Agency in making a run-around on call of W. C. Crochet, Chauffeur, to work his regular assignment May 30, 1951; and

(b) He shall now be compensated for 8 hours' pay at time and one-half rates at the rate of \$356.93 basic per month.

EMPLOYEES' STATEMENT OF FACTS: W. C. Crochet, with seniority dating from April 22, 1941, is regularly assigned to position 156, group 91, "Chauffeur," hours of assignment 12:30 to 9:00 P. M., meal period 5:30 to 6:00 P. M., days of rest Saturday and Sunday, salary \$256.94 basic per month.

L. J. Labatut, with seniority dating from December 15, 1942, is regularly assigned to position 5, group 92, "Relief Chauffeur," salary \$256.93 basic per month. His assignment operates as follows:

Monday and Tuesday:	Relieve position 138, group 91, 12:30 to 9:00 P. M., meal period 6:00 to 6:30 P. M.
Wednesday and Thursday:	Extra, 3:00 to 11:30 P. M., meal period 8:00 to 8:30 P. M.
Friday:	Relieves position 66, group 91, 2:00 to 10:30 P. M., meal period 7:00 to 7:30 P. M.
Saturday and Sunday:	Rest Days.

Crochet's position (156-91) is required to handle transfer traffic between the several depots at New Orleans. In addition, a part of his regular assignment involves making pick-ups at the three warehouses of the Western

in which the holiday occurred without loss of pay. That is what happened in this case. If it had been necessary to work the employe on the holiday the Carrier would have been obligated to call him under the specific provisions of Rule 55 and pay him at punitive rate. The right to make such call is vested in the Carrier and the employe may not demand as a matter of right to be called on the holiday. The claim in behalf of Chauffeur Crochet is entirely without merit and should be denied.

All evidence and data have been considered by the parties.

(Exhibits not reproduced).

OPINION OF BOARD: This claim states that the Agency made a run around on call of W. C. Crochet, Chauffeur, to work his regular assignment May 30, 1951, and asked compensation at time-and-one-half rates, at the rate of \$256.93 basic per month.

The Employees state that Crotchet's regular assignment required that he handle the transfer traffic between the several depots at New Orleans and, in addition, as part of his regular assignment, he made regular pick-ups at the three warehouses of the Western Electric Company.

May 30, 1951 was Decoration Day and the Claimant was notified that May 30th being a holiday, he should not report for work.

The Claimant was regularly assigned to Position 156, Group 91 "Chaf-feur", hours 12:30 to 9:00 P. M., meal period 5:30 to 6:00 P. M., days of rest Saturday and Sunday, salary \$256.93 per month.

L. J. Labatut is regularly assigned to Position 5, Group 92, "Relief Chauffeur", salary \$256.93 basic per month. His assignment operates as follows:

Monday and Tuesday: Relief position 138, group 91, 12:30 to 9:00 P. M., meal period 6:00 to 6:30 P. M.

Wednesday and Thursday: Extra. 3:00 to 11:30 P. M., meal period 8:00 to 8:30 P. M.

Friday: Relieves position 66, group 91, 2:00 to 10:30 P. M., meal period. 7:00 to 7:30 P. M.

Saturday and Sunday: Rest days.

Labatut was notified that he should not report for work on May 30, 1951.

Agency contends that there was work for Relief Chauffeur Labatut on his regular assignment May 30th; that he was called and that as part of the work that day he made pick-ups at all of the three warehouses of the Western Electric Company. The Agency states, and it is not denied by the employees, that on Wednesday Labatut's assignment included unexpected calls at the Western Electric plants.

• Decision No. 2 of the 40-Hour Week Committee does not apply to this Agency because it was not a party to the committee hearings and the interpretation given by that Committee to Rule 45-A (j) is not binding upon the Agency or the Organization.

The Organization has shown that Labatut performed some work that the Claimant performed as part of his regular tour of duty, on May 30, but has failed to show that it was work that the Claimant had a preferential right to perform. Therefore, this claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole 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 approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agency did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 6th day of February, 1953.