

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION
Bruce Blake, Referee

PARTIES TO DISPUTE:

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

**GULF COAST LINES
INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY
SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY
SUGARLAND RAILWAY COMPANY
ASHERTON & GULF RAILWAY COMPANY
(Guy A. Thompson, Trustee)**

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that W. L. Knowles, regular assigned Window Teller in the Houston Freight Station, be paid eight (8) hours at the rate of time and one-half for February 22, 1941 account another employe being called to perform the Window Teller duties on that date."

EMPLOYEES' STATEMENT OF FACTS: "Mr. W. L. Knowles is regularly assigned to the Window Teller's position in the Houston Freight Station.

"On February 22, 1941, which was a holiday named in Rule 47 of the agreement, Mr. Knowles was not called or permitted to work.

"The Cashier at the Houston Freight Station was called on February 22, 1941, and paid at the rate of time and one-half. The Cashier performed the following duties on February 22, 1941, which are duties regularly assigned to and performed by Mr. Knowles:

- "1. Collected freight charges and delivered freight bills.
- "2. Wrote up Tellers Book.
- "3. Sorted and distributed all freight bills.
- "4. Received and filed shippers order bills of lading.
- "5. Handled payrolls of truck drivers and tie loaders.
- "6. Answered telephone and gave public necessary information.
- "7. Balanced cash at close of day's business."

The services of Mr. W. L. Knowles, Window Teller, for whom the claim has been made, account not having been called to work, were not needed and did not work."

POSITION OF CARRIER: "February 22, 1941, being Saturday, is normally a half holiday for most business concerns located at Houston, and also being a National holiday, all banks, Government offices, post office and all principal business concerns throughout the City, were closed, due to which facts the volume of work to be done in the Cashier's Department at Houston Freight Station, was very small, on account of which the services of all the employees assigned in that Department were not needed or required. Mr. Knowles is carried as one of the employees in the Cashier's Department with title of Window Teller. The Cashier, who is the highest rated employee in the Cashier's Department was called and worked the entire day, and performed duties which he performs on days of his assignment. He frequently handles the window when the Window Teller is busy with other work; in fact, the Cashier is in charge of the Office and assists the other employees in his Department from time to time.

"There are four employees assigned to the Cashier's Department; viz., Cashier; Bookkeeper; Window Teller and Collector. Rule 58, of current Agreement with Clerks' Organization, reads as follows:

'Only such employees as are in the judgment of the Management necessary to perform the business of the Carrier will be required to work on Saturday afternoon, and no deductions shall be made from pay of employees relieved.'

"It has been the practice, in order to relieve as many employees as possible from working Saturday afternoon, to rotate the four employees in the Cashier's Department, one employee to work Saturday afternoon in his turn. The one employee who works Saturday afternoon under the above arrangement does any work assigned to the Cashier's Department and there has been no complaint or protest made by the employees or their representative as to the one employee performing any or all of the work of the Department on the Saturday afternoon the employee works in his turn.

"It is the contention of the Carrier that its failure to call and require Window Teller W. L. Knowles to work February 22, 1941, is not a violation of the Agreement with the Clerks' Organization and your Honorable Board is respectfully petitioned to so rule."

OPINION OF BOARD: That the Cashier performed a very considerable amount of work regularly assigned to claimant as Window Teller is asserted by the System Committee and not denied by the Carrier. That claimant was entitled under Rule 45 (b) to preference for such work would seem clear.

The Carrier calls attention to Rules 37, 47, and 58. Whatever bearing these rules may have upon the dispute is favorable to claimant as hereinafter pointed out.

Likewise the fact, stressed by the Carrier, that February 22, 1941 fell on Saturday, in our opinion, strengthens rather than weakens position of claimant. Had the day been an ordinary Saturday claimant might, under the practice of rotating the employees on work of the office, have had the afternoon off with pay. Being a holiday, however, he was off without pay. The obvious purpose of Rule 45 (b) is to give the employee the right, when, on a holiday, there is work to be done assigned to his position, to decide whether he wants the day off without pay or prefers to work at the agreed wage rate of time and a half. In conclusion it might be observed that Rule 45 (b) is in complete harmony with Rules 37, 47, and 58. Read together they are obviously designed to enforce the observance, as far as practicable, of the eight hour day and a six day week. To deny the claim would violate not only the spirit of these rules but the express terms of Rule 45 (b).

Our conclusion is supported by decisions of this Division in Awards 60, 68, 420, 572, Docket CL-1675, Award 1630.

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 employe involved in this dispute are respectively carrier and employe 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 carrier violated the agreement as charged by the Committee.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 28th day of November, 1941.