

Award No. 5668

Docket No. CLX-5597

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Hubert Wyckoff, 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 and Steamship Clerks, Freight Handlers, Express and Station Employees, effective September 1, 1949, was violated at the Springfield, Missouri Agency through failure and refusal to compensate employee C. L. Johnson for 8 hours' pay at time and one-half rates on January 1, 1951; and

(b) Johnson shall now be compensated for 8 hours' pay at time and one-half times the rate of \$241.93 basic per month for Monday, January 1, 1951.

EMPLOYEES' STATEMENT OF FACTS: C. L. Johnson possesses seniority rights in the Springfield, Missouri Terminal District dating from December 31, 1940. Bulletin No. 27 was issued July 28, 1950, advertising position 1, group 51, titled "Relief", with the following schedule:

Sat.	5:30 to 9:30 AM—10:00 AM to 2:00 PM	Vehicleman-Clerk
Sun.	12:00 to 4:00 AM—4:30	to 8:30 AM Express Handler
Mon.	8:00 to 12:00 PM—1:00	to 5:00 PM Vehicleman-Express Handler
Tues.	12:00 to 4:00 AM—4:30	to 8:30 AM Depot Clerk
Wed.	12:00 to 4:00 AM—4:30	to 8:30 AM Depot Clerk

(Days of rest Thursday and Friday)

Johnson was assigned to this position by appointment notice No. 27 dated August 7, 1950. It will be noted that Johnson was assigned to work on calendar Mondays without exception, performing the joint duties of Vehicleman-Express Handler. In accordance with his scheduled assignment, Johnson reported for duty January 1, 1951, and took up his work at 8:00 A. M., but after working approximately 30 minutes, he was notified by his Foreman that his services were not required on that day and he was released.

January 6, 1951 Vice Chairman W. W. Watson addressed General Agent E. E. Taylor, claiming pay in Johnson's favor for a minimum of 8 hours at time and one-half rates, due to the fact that in the absence of instructions

All evidence and data set forth have been considered by the parties in correspondence.

(Exhibits not reproduced.)

OPINION OF BOARD: This case presents the question whether a regularly assigned employee is entitled to be paid for reporting for work on a holiday in the absence of instructions not to report for work. Since he worked for 20 or 30 minutes before he was observed by his foreman and told to discontinue work, the claim is for 8 hours' pay under Rule 47 (Reporting and Not Used).

There was some work being performed on this holiday, but no claim is made that some other employee performed any work to which Claimant had a preferential right.

Claimant was regularly assigned by bulletin Saturday through Wednesday; and the holiday fell on a Monday. The assignment does not, in so many words, say that holidays are not working days; but such is the ordinary understanding of what a holiday is. Since the Agreement establishes holidays, Claimant's assignment did not require him to report for work within the meaning of Rule 47; and he was not entitled to give himself a call under Rule 55.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 29th day of February, 1952.