

Award No. 6080

Docket No. CLX-6090

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

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

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 and Station Employees, effective September 1, 1949, was violated at the Springfield, Missouri Agency, November 23, 1950, and January 1, 1951, respectively, in making a run-around on call of E. V. Rhoten, Depot Clerk, to work his regular assignment; and

(b) He shall now be compensated for 8 hours at time and one-half rate at \$246.93 basic per month, for November 23, 1950, and January 1, 1951, respectively.

EMPLOYEES' STATEMENT OF FACTS: E. V. Rhoten, with seniority dating from November 1, 1924, is regularly assigned to position 6, group 9, titled "Depot Clerk," hours of assignment 6:00 A. M. to 2:30 P. M., meal period 10:30 to 11:00 A. M., days of rest Saturday and Sunday, salary \$246.93 basic per month.

November 22 and December 31, 1950, Rhoten was notified that his position would not work November 23 (Thanksgiving Day) and January 1 (New Year's), account of legal holidays; hence should not report for work on those dates.

Investigation developed the fact, however, that November 23, 1950, furloughed employee C. R. Whitman was called and worked, 8:40 A. M. to 5:10 P. M., and while paid at the Money Clerk's rate of pay (\$251.93 basic per month), performed all of the duties attaching to position 6, group 9. January 1, 1951, furloughed employee J. J. Strom was called and worked, 7:00 A. M. to 3:30 P. M. He too was paid at the Money Clerk's rate of pay (\$251.93 basic per month), and performed all of the duties attaching to position 6, group 9.

January 4, 1951, Vice Chairman W. W. Watson filed claim with General Agent E. E. Taylor in Rhoten's favor for 8 hours' pay at time and one-half rate, for November 23 and December 25, 1950, and January 1, 1951, respectively, setting forth the fact that position 6, group 9, worked on those dates. However, Rhoten, the regular incumbent, was denied the right to perform

as a Money Clerk on November 23, 1950, and furloughed employe Strom worked as a Money Clerk on January 1, 1951.

As a result of this one position being worked on these Holidays we have claims in favor of two employes for a full day's pay on each of the Holidays in question, namely the employe covering the Cashier's position and the employe covering the Depot Clerk's position.

The Money Clerk on duty on the Holidays performed all the work necessary to be performed on the Holidays. There was no necessity or justification for working the positions of Depot Clerk and Cashier. It was necessary for the Money Clerk's position to be worked. Aside from checking out the Messengers for Trains 6, 20 and 104, consuming approximately fifteen minutes, the extra Money Clerk on the Holidays, November 23, 1950, and January 1, 1951, performed some, not all, of the work attaching to the position of Depot Clerk, but the same nature of work is also performed by two regular Money Clerks daily during their assigned hours.

Employes have completely failed to establish that furloughed employes Whiteman and Strom on November 23, 1950, and January 1, 1951, substantially performed the duties of a Depot Clerk. The claim for a full day's pay at time and one-half rate for Depot Clerk E. V. Rhoten on the dates in question is entirely without merit, unsupported by the facts, and should be denied.

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

(Exhibits not reproduced).

OPINION OF BOARD: This claim is that the money clerks who worked on November 23, 1950 (Thanksgiving) and January 1, 1951 (New Years) performed Depot Clerk work and that the Claimant should have been called to perform this work, his regular assignment.

Decision herein is governed by our Award 6078, Docket CLX-6088.

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 Employee involved in this dispute are respectively Carrier and Employee 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 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.