

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

William M. Leiserson, 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 Railway Express Agency, Inc. and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective September 1, 1949, was violated at the Sacramento, California Agency on May 13 and 14, 1950, when Carrier made a run-around on call of regularly assigned employees K. King and H. Quint and utilized the services of W. S. Chambers, a furloughed employee;

(b) Furloughed employee W. S. Chambers shall now be compensated for the difference between the amount he was paid at the straight time rate and the amount he should have been paid at punitive rate for service performed on May 13 and 14, 1950; and

(c) K. King, the regular occupant of position titled Money Clerk (21-3) shall now be compensated for 18 hours, at rate of time and one-half, for May 13, 1950, at rate of \$261.00, basic per month, and

H. Quint, regular occupant of position titled Revision Clerk (47-2) shall now be compensated for 8 hours, at rate of time and one-half, for May 14, 1950, at rate of \$266.00, basic per month.

EMPLOYEES' STATEMENT OF FACTS: W. S. Chambers with a seniority date of July 11, 1947, was a furloughed employee on May 13 and 14 and as such was subject to call for extra, substitute and relief work. His "work week", as a furloughed employee, began on Monday, May 8, 1950. Beginning on that date and continuing through Friday, May 12 he substituted on vacancy on Position 37-2, and during this period worked five days of 8-hours each or a total of 40 hours.

A Relief Position (65-2) was bulletined as vacant on May 11. One of the positions which the occupant of Relief Position (65-2) relieved was that of Money Clerk (21-2) on May 12, and another was that of Revising Clerk (47-2) on May 13. Instead of calling and permitting the regular occupant of these positions (21-2 and 65-2) to work the respective positions on May 12 and 13, 1950, Carrier called and assigned Claimant Chambers to fill the Money Clerk's

such position was regularly scheduled to operate. It was work on days which were a part of a regular assignment and, as such, the Carrier was obliged to make the assignment in favor of furloughed employe Chambers under the provisions of Rule 19 pending the award of the position at the expiration of bulletin period.

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

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute arises out of a factual situation at the Sacramento, California, Agency, in which Claimant Chambers, who was the senior available furloughed employe, was used on Position No. 37-2, Monday through Friday, May 8 to May 12, inclusive, 1950, in the place of the regular incumbent of that job who was on vacation. On Saturday and Sunday, May 13 and 14, which were the regular rest days of Position 37-2, Chambers was used on Position 21-2 and Position 47-2. May 13 was one of the regular rest days of Claimant King and May 14 was one of the regular rest days of Claimant Quint.

Rules of the Agreement are found to support the claim of Chambers for compensation at the overtime rate of pay for service performed by him on the rest days of Position 37-2 which he was temporarily filling.

The claims of King and Quint will be sustained at the pro rata rate of pay because of the facts of record in this particular dispute.

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 Employes involved in this dispute are respectively Carrier and Employes 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.

AWARD

Claims sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 9th day of February, 1954.