

Award No. 15948
Docket No. CL-16376

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

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

CHICAGO UNION STATION COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6038) that:

1. The Carrier violated the effective Agreement when it failed to call Mail Handler S. R. Glauch in to work on May 31, 1965, the Memorial Day Holiday, and also Mr. Glauch's regularly assigned rest day.

2. The Carrier shall be required to pay Mail Handler S. R. Glauch one day's pay, at the time and one-half rate for mail handlers, for the holiday, and one day's pay at the time and one-half rate for May 31, 1965, which was his regularly assigned rest day.

EMPLOYEES' STATEMENT OF FACTS: On May 31, 1965, the Memorial Day Holiday, which is one of the designated holidays covered by the Clerks' Agreement, and also Mail Handler Glauch's regularly assigned rest day, Mail Handler Glauch was registered for holiday and rest day work in accordance with the effective Overtime Agreement.

On May 31, 1965, the Memorial Day Holiday, B. E. Miller, an unassigned Mail Handler was used to perform mail handler duties. Mail Handler Glauch who was observing his regularly assigned rest day, was available, but was not called in to work.

CARRIER'S STATEMENT OF FACTS: Claimant S. R. Glauch is a regularly assigned mail handler with the Chicago Union Station Company and on Monday, May 31, 1965, the Memorial Day Holiday, Claimant Glauch was off on his rest day. Due to the fact that May 31, 1965 was claimant's rest day and a Holiday, Mail Handler B. E. Miller was assigned to work as it was not his day off and he had registered for holiday work. The Organization claims two days' pay at the overtime or penalty rate for May 31, 1965, basing the claim on Rules 45 and 39. Each will be quoted later in this submission.

The instant claim was presented to the Union Station Company under letter dated July 20, 1965 (Carrier's Exhibit No. 1) and denied by letter dated August 11, 1965 (Carrier's Exhibit No. 2). The claim was then appealed to the General Manager of the Chicago Union Station Company by letter dated October 1, 1965 (Carrier's Exhibit No. 3) and denied by him on November 24, 1965 (Carrier's Exhibit No. 4).

(Exhibits not reproduced.)

OPINION OF BOARD: The prevailing "overtime agreement" provides:

"Employees desiring to work overtime within their own zone will file written notice with their foreman signifying their desire for such work, whether daily, Holiday or Rest Day.

* * * * *

Rule 23 (a) provides that:

"An extra board may be maintained in the Baggage and Mail Departments under this rule for the purpose of performing such extra work which is not filled in accordance with other provisions of this agreement."

Claimant Glauch was assigned to a zone, and he exercised his right under Paragraph 3, of the Memorandum Agreement by asserting his desire to work overtime within his zone.

The Agreement clearly provides that when necessary to work employees overtime, the senior registered men in the zone will be given preference; and that regular registered employees will not be assigned until all other registered employees have been assigned.

The Agreement indicates that employees desiring to work overtime — whether daily, on a holiday or a rest day — within their own zone must file a written notice with their foreman indicating such desire.

It is the Organization's position that "only employees who are regularly assigned to zones and who have regularly assigned days of rest may register for and perform work after eight hours on any day, on holidays or on regularly assigned rest days."

We agree.

Claimant Glauch was regularly assigned to a zone and he should have been used.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of November 1967.