

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13463

Docket No. 13366

99-2-98-2-55

The Second Division consisted of the regular members and in addition Referee Robert L. Hicks when award was rendered.

**(Brotherhood Railway Carmen, Division of Transportation
(Communications International Union**

PARTIES TO DISPUTE: (

(The Springfield Terminal Railway Company

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Springfield Terminal Railway Company violated the terms of our current agreement, in particular Rule 5 when they failed to provide regularly assigned carman Henry J. Satrowsky a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each as set forth in our collective agreement.**
- 2. That, accordingly, the Springfield Terminal Railway Company be ordered to compensate Carman Henry J. Satrowsky with eight (8) hours at the straight time rate of (129.04). This is the amount he would have been entitled had the carrier followed the guidelines provided in this rule.”**

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Claimant was working a five day assignment that was abolished Monday, January 27, 1997. His workweek was Tuesday through Saturday, rest days Sunday and Monday.

Following the abolishment, Claimant displaced upon a position with Friday and Saturday rest days. He thus was off Sunday and Monday, the rest days of his old assignment, worked Tuesday, Wednesday and Thursday on his new assignment, and then was off Friday and Saturday, the rest days of his new assignment.

Claimant did request of local supervision to work his rest days at straight time and was permitted to work one of the two days at straight time. When Carrier's Labor Relations discovered this fact, they promptly arranged to pay Claimant the difference between eight hours at the time and one half rate and what he was paid.

The Organization's argument that Rule 5 guarantees each employee a 40 hour workweek is misplaced. The 40 Hour Workweek Rule goes to positions obligating the Carrier to establish positions that are assigned to work no less than 40 hours, thus precluding the Carrier from establishing a 24 or 32 hour per week position.

When the rolling process takes place either because positions are added or abolished, unless each position has identical rest days, the employee may work more than five consecutive days at the straight time rate or less than five consecutive days. The only time Carrier would be in violation of Rule 5 is if it attempted to establish a position working only 24 or 32 hours per week. As far as this Board is concerned, there is no evidence that the position Claimant displaced on was scheduled to work less than 40 hours per week. Rule 5 has not been violated.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 28th day of September 1999.