

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21692
Docket Number CL-21566

Robert W. Smedley, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(Canadian National Railways, St. Lawrence
(Region, Lines in the United States

STATEMENT OF CLAIM: Claim of the T-C Division System Committee of the Brotherhood (GL-8137), that:

1. Carrier violates the Agreement between the parties when, commencing Monday, April 21, 1975, it failed to call J. G. Pomerleau, Operator, South Paris, Maine, to perform work required on the rest day of his position which he normally performs during his work week, and instead called and utilized the Mobile Agent headquartered at South Paris, Maine.

2. Carrier shall now compensate J. G. Pomerleau a two-hour call at time and one-half rate for each Monday, commencing April 21, 1975, until the violation is corrected.

CARRIER DOCKET: 8005-552 COMMITTEE DOCKET 302-42

OPINION OF BOARD: At the time this claim arose Claimant, the operator at South Paris, Maine, was assigned a workweek with Sundays and Mondays as rest days and assigned hours from 0600 to 1400. Commencing Monday, April 21, 1975, the Carrier instituted a practice of having a Mobile Agent, with an assigned territory which included South Paris, accept a recurring call between the hours of 0600 and 0800 to protect the communications work normally assigned to the operator.

The claim is predicated on the violation of Article 13 (N) when the Mobile Agent was required to accept a call each Monday, one of the Claimant Operator's rest days, to perform work the Operator normally performed during his regular workweek.

"Article 13

(N) WORK ON UNASSIGNED DAYS
Where work is required by the Company to be performed on

"a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee."

We find Article 13 (N) controlling and, under the authority of Awards 11565 (Sempliner), 13618 (Mesigh), 14255 (Lynch), plus a host of others dealing with work on unassigned days, we will sustain the claim.

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

The Agreement was violated.

A W A R D

Claim sustained.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of August 1977.