

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22565
Docket Number CL-22387

James F. Scarce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers
(Express and Station Employees
(
(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8504) that:

1. The Carrier violated the effective Clerks' Agreement when it assigned Ms. Angie Staat to Position GT-1162-R effective August 31, 1976, the rest day of that position, and thereby deprived her of work to which she would otherwise have been entitled.

2. The Carrier shall now compensate Ms. Staat for eight (8) hours' pay at the pro rata rate of Extra Position GT-572 for September 1, 1976.

OPINION OF BOARD: Ms. Staat was a furloughed employee who was performing extra work pursuant to the terms of Rule 19 of the parties' agreement. As the senior furloughed employee, Claimant was subject to assignment to bulletined positions which had not been bid by employees in service senior to herself. In August 1976, Bulletin No. 299 did not produce a bidder and Claimant was notified that she was assigned to the position advertised pursuant to the rule, effective August 31, 1976. August 31 and September 1, 1976 were rest days of the position; September 2, 1976 was the first scheduled work day. Ms. Staat did not work on September 1 because the Carrier considered her assigned to a regular position and no longer on the furloughed list performing extra work. Had Ms. Staat been considered in furloughed status and subject to extra work, she would have worked on September 1 as the senior extra employee. Because she did not work on that day, she is claiming a day's pay.

The organization argues that it is improper to assign an employee to a position on the rest days of the position. The carrier argues that the assignment was proper, the rules require prompt assignment, and to comply with this requirement it was necessary to make the assignment on a rest day.

Awards of this Board since the earliest decisions following the adoption of the 1949 40-Hour Week Agreement have uniformly held that the workweek of a position begins on the first workday of the position and not on one of its restdays. See early Award 6519 (Leiserson) and more recent decisions in Awards 19482 (Blackwell) and 19622 (Brent), plus a host of others in the period between those two awards. In Award 19622 we held, "The assignment of the claimant in this case to his new job on the rest day of that new position was a violation of the Agreement." The claim will be sustained.

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 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

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 16th day of October 1979.

