

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26557
Docket Number CL-26205

Robert W. McAllister, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE: (

(The Belt Railway Company of Chicago

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-9974) that:

1. Carrier violated the effective Clerk's Agreement when on or after April 13, 1984, it established a position of switching information clerk of more than thirty (30) days' duration without bulletining and awarding such position in accordance with such Agreement;

2. Carrier shall compensate the senior furloughed employee eight (8) hours' pay at the straight time rate of a switching information clerk position for April 13, 1984, and for each and every day thereafter that a like violation occurs. Individual claimants to be determined by a joint check of Carrier records."

OPINION OF BOARD: In March, 1984, Carrier began to experience a dramatic increase in traffic and it became necessary to work additional Switching Information Clerk assignments. Between March 1 and July 11, 1984, the additional assignments were worked as extra positions and filled with employees from the Guaranteed Extra Board. In that period, over 100 additional assignments were worked. Effective July 11, 1984, by bulletin, Carrier established an additional position of Switching Information Clerk and, thereafter, this type of extra work was discontinued.

The Organization filed Claim contending that, when it is necessary to establish a position for thirty days or more, the Carrier is obligated by Rules 9 and 11 to bulletin the job and award the vacancy to the senior qualified bidder. The Carrier contends that the uncertainty of the work initially precluded this establishment of a permanent assignment, and, in these circumstances, it was proper to treat the work as extra work.

At issue is the interaction between several provisions of the Agreement. The Organization contends that Rule 9 and Rule 11 patently require that the position of Switching and Information Clerk be bulletined and not worked as extra assignments. Rules 9 and 11 read in pertinent part:

"Rule 9 (a). New positions or vacancies of more than thirty (30) calendar days duration will be promptly bulletined in agreed upon places accessible to all employees affected for a period of seven (7) calendar days"

"Rule 11. Positions or vacancies of thirty (30) calendar days or less duration shall be considered temporary and need not be bulletined. However, when found vacancy will extend beyond thirty (30) day limit, same shall be immediately bulletined showing, if practible (sic), expected duration of vacancy."

The Carrier contends that the Work on Unassigned Days Rule, which reads:

"Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available Extra or unassigned employe who otherwise would not have forty (40) hours or work that week; in all other cases by the regular employee."

and the provisions of the Extra Board Agreement, which reads:

"Extra employes may be required to protect vacancies on regular assigned positions of 30 days or less vacancies on positions while under bulletin and pending assignment and on extra work required which is not a part of any regular assignment on all positions at South Chicago, 87th Street, 22nd Street, Crew Board Office, Agent's Office and Car Operations."

allow it to work the additional assignments as it did.

A contract must be read as a whole. If this Board is to hold that the work on Unassigned Days Rule and the Extra Board Agreement control the application of Rules 9 and 11, we would, in effect, be allowing one Rule to negate another. A compatible reading of the Agreement, which allows the job to be worked as a temporary assignment, but requires it be bulletined after thirty (30) days, gives meaning and harmony to all of the contested terms.

Accordingly, it is our view that the Agreement was violated when Carrier failed to bulletin an assignment of Switching Information Clerk within thirty (30) days of the date the assignment commenced. Had the assignment been bulletined, as provided in Rules 9 and 11, at the latest it would have been filled in mid-April, 1984.

The Organization is seeking payment on behalf of the senior, furloughed employe beginning April 13, 1984. The compensation sought was a part of the original filing of the Organization. Their appropriateness was not challenged while the matter was handled on the property. We do not find the compensation sought to be speculative nor the Claimants to be unidentifiable so as to be improper. The Claim will be allowed for each date an extra Switching Information Clerk was used beginning with the date claimed, April 13, 1984, and ending July 5, 1984. The assignment was bulletined July 5, 1984, and the Agreement permits assignments under bulletin to be filled from the Extra Board. Additionally, only one payment per calendar day is required for those dates in which more than one extra Switching Information Clerk was worked because here, too, such additional assignments occurring on an irregular basis may have been filled from the Extra Board.

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 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

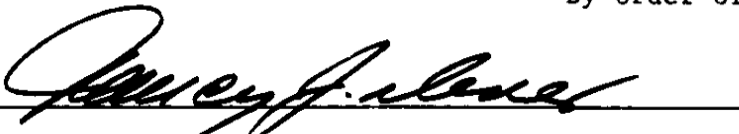
That the Agreement was violated.

A W A R D

Claim sustained in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1987.