

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31108
Docket No. CL-31357
95-3-93-3-73

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

(Transportation Communications
(International Union
PARTIES TO DISPUTE: (
(Elgin, Joliet & Eastern Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of
the Union (GL-10926) that:

1. Carrier violated the agreement when, effective March 22, 1992, it established a six (6) day position and failed to assign it proper rest days as required by said agreement;

2. Carrier shall compensate the occupant of the position of ROUST 12 an additional four (4) hours' pay at the time and one-half rate for March 22, 1992, and for each and every Sunday thereafter until the violation ceased and shall further compensate Claimant eight (8) hours' pay at the straight time rate for March 24, 1992, and for each and every Tuesday thereafter until the violation ceased."

FINDINGS:

The Third 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 waived right of appearance at hearing thereon.

It is undisputed on the record that prior to March 23, 1992, ROUST 12 was a seven-day position with assigned rest days of Tuesday and Wednesday. On March 23, the assigned rest days were changed to Monday and Tuesday, and the position was relieved on

Tuesday only, thereby making it a six-day position. On April 14, Carrier became aware of the assignment of Tuesday as a rest day on the position and changed them to Sunday and Monday in compliance with the Agreement between the Parties (Rule 36 1/2 (c)). By letter of April 16, 1992, the Organization submitted the above claim. The claim was denied and subsequently progressed in the usual manner.

There is no evidence on the record before the Board to suggest that Carrier's erroneous scheduling of ROUST 12 was other than inadvertent. Moreover, there is no showing on the record that Claimant did not receive two rest days. Rather, the rest days assigned were incorrect -- an error corrected by Carrier within less than a month of committing it. Thus, there is no showing on this record that Claimant sustained any monetary loss. Accordingly, while the Board finds that Carrier did, however unintentionally, violate the Agreement between the dates of March 23 and April 14, 1992 Claimant is not entitled to any monetary payment therefor.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 1st day of September 1995.