Award No. 47
Docket No. CL-9229

SPECIAL BOARD OF ADJUSTMENT NO. 170

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
versus
ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: (1) Claim of the System Committee of the Brotherhood that the Carrier violated the rules of the Clerks' Agreement at its South Water Street freight agency, Chicago, Illinois, when it failed to compensate:

D. Daly	A. W. Williams
J. Young	E. Sercye
W. Clifford	W. Wilburn
C. Speziale	A. Barnes
G. Dickey	F. Plesetz
P. Donlan	G. Washington
P. Creed	E. Griffin
V. Gilbert	C. Sutton
M. O'Leary	F. Mitchell
N. LeBlanc	J. Paine
W. Schultz	D. Douglas
J. Gerrity	E. Winchester
C. M. White	J. Bruton
J. Simpson	M. J. Gillen
S. Tishey	W. White
D. Swedberg	M. Mostowy

at rate of time and one-half for services rendered on Monday, February 13, 1956, the seventh day of their work week.

(2) That Carrier shall now be required to compensate the Claimants the difference between the pro rata rate they received and the rate of time and one-half they should have been paid for services rendered on February 13, 1956.

OPINION: Claimants were the regularly assigned incumbents of positions in the South Water Street freight agency warehouse at Chicago, Illinois. Their assignment or working hours were from 9:00 a.m. to 6:00 p.m. with a work week Tuesday through Saturday with Sunday and Monday as rest days. On February 8, 1956, the Carrier notified the Claimants on the bulletin board that effective February 13, 1956, their rest days would be changed from Sunday and Monday to Saturday and Sunday, and that their work week would be Monday through Friday.

It is the position of the Carrier that it can change the rest days of its employes to suit its convenience in the best interests of management.

It is the position of the Employes that the Claimants' work week commenced Tuesday, February 7, 1956, and extended seven days through Monday, February

13, 1956, and that during this period they worked six days, that they were not allowed two consecutive rest days and are, therefore, entitled to compensation at the penalty rate for the sixth day of work.

There should be no dispute over the fact that a "work week" consists of five working days to be followed by two consecutive rest days. It is also a fact that there is no rule in the agreement which limits the Carrier as to when it can make a change in assigned rest days effective, but this right of the Carrier is conditioned on the provisions of Rule 37, which provides that work in excess of 40 straight time hours in any "work week" shall be paid for at one and one-half times the basic straight time rate.

In the case at bar, Claimants worked six days during the regular work week and should be compensated accordingly.

Claim allowed as to Claimants who rendered six days of service during the work week commencing February 8, 1956.

FINDINGS: The Special Board of Adjustment No. 170, after giving to the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act;

That the Special Board of Adjustment No. 170 has jurisdiction over the dispute involved herein; and

That the agreement was violated.

AWARD: Claim sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/s/ Edward M. Sharpe
Edward M. Sharpe - Chairman

/s/ R. W. Copeland
R. W. Copeland - Employe Member

/s/ E. H. Hallmann
E. H. Hallmann - Carrier Member

Chicago, Illinois

June 17, 1959
(Date)