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AWARD NO. 20
CASE NO. 20

SPECIAL BOARD OF ADJUSTMENT NO. 174

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employees
TO
DISPUTE The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) Carrier violated the rules of the Clerks' Agreement when it reduced Mr. J. L. Pisel's work week to 4 days; and,

(b) Mr. J. L. Pisel shall now be compensated for 8 hours at pro rata Caller's rate for February 20, 1954, when such violation of agreement occurred.

FINDINGS: Special Board of Adjustment No. 174, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

Claimant held a regular assigned position with rest days Sundays and Mondays. On February 17 he was notified that, effective at the close of work on February 19, his assigned rest days were changed to Saturdays and Sundays.

The assigned rest days during February are shown by the following table in which the rest days are placed in parentheses:

S	M	T	W	T	F	S
	(1)	2	3	4	5	6
(7)	(8)	9	10	11	12	13
(14)	(15)	16	17	18	19	(20)
(21)	22	23	24	25	26	(27)
(28)						

The notice of the change in assigned rest days given by the Carrier satisfied the 48-hour advance notice requirement of Article VI Section 10-j of the Supplemental Agreement dated May 7, 1949 (Forty Hour Week Agreement); and the Carrier contemporaneously with the giving of notice on Wednesday February 17 declared the assignment vacant at the close of work on Friday

February 19 and rebulletined the position for bids as required by Article VI Section 6-b which also provided that

"the former incumbent may be required to remain on the position until so filled."

Claimant remained on the position during the period of its readvertisement until the close of bulletin on Tuesday February 23 when he was declared the successful bidder.

Claim is made for a day's pay because Claimant failed to work the fifth day of the third calendar week of February.

First. Under the rules the Carrier may change the assigned rest days and hence the work week, provided proper notice is given under Article VI Section 10-j; and it stands admitted that proper notice was given.

And while Article VI Section 6-b declares that a position shall be declared vacant when the rest days are changed, the Section does no more than to declare the position vacant, and the action taken by the Carrier did not abolish the position.

Second. Article VI Section 10-i provides that a work week for regularly assigned employees shall mean "a week beginning on the first day on which the assignment is bulletined to work."

Since this Section does not authorize the establishment of a work week to start on a rest day and since Section 6-b does not authorize anything more than the declaration of a vacancy in the old position, it follows that the new position did not come into effect until Monday February 22, the first day it was bulletined to work; and that the day under claim, Saturday February 20, was therefore a work day under the old position which Claimant was improperly denied the right to work.

Third. Under both the old and the new assignments Sunday February 21 was not a day bulletined to work under either assignment and there is therefore no possible basis for claim as to this day, and no such claim is made.

This conclusion is reached after examination and upon consideration of Awards 5854, 5998, 6211 and 6281 submitted by the Carrier and Awards 6519, 7319, 7324, 8077, 8103 and 8104 submitted by the Organization.

A W A R D

Claim sustained.

/s/ Hubert Wyckoff
Chairman

/s/ F. D. Comer
Carrier Member

/s/ W. Ray Clark
Employee Member

Dated at Chicago, Illinois, October 9, 1959.