



ORT FILE: 1850
AWARD NO. 3
CASE NO. 3

SPECIAL BOARD OF ADJUSTMENT NO.266
THE ORDER OF RAILROAD TELEGRAPHERS
vs.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the General Committee of The Order of Railroad Telegraphers on The Delaware, Lackawanna and Western Railroad Company that C. W. Radcliff, agent, Nazareth, be paid eight (8) hours at straight time rate for April 24, 1954 when and because he was denied work on this date with the result that his work week of 40 hours was reduced to 32 hours.

OPINION OF BOARD:

Prior to April 10, 1954 Claimant Radcliff occupied a six day Agent position at Nazareth, his assigned rest days being Saturday and Sunday. On April 5, 1954 Carrier notified the Claimant that effective April 10 (Saturday) his rest days were being changed to Sunday and Monday. Radcliff therefore worked Saturday, April 10, which represented six continuous days of work beginning the previous Monday. The Carrier first compensated Claimant on a straight time basis for work performed on April 10 but after claim was filed, Radcliff was granted overtime pay for this day.

On Tuesday, April 13, 1954 Carrier advised the Claimant that effective Saturday, April 17, 1954, his rest days would be changed back to Saturdays and Sundays, but these instructions subsequently were altered to indicate that the effective date of this change would be Saturday, April 24. The result was that for the work week beginning Tuesday, April 20, Claimant was permitted to work only four days, or thirty-two hours. Carrier considered that Saturday, April 24 and Sunday April 25 were his newly established rest days.

Claim is made that Carrier violated the Agreement by denying Radcliff

ORT FILE: 1850
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the right to work a full work week of forty hours beginning Tuesday, April 20. The Carrier denies that any violation occurred. It points to the established fact that the rest days of the Claimant's assignment were changed after giving the advanced written notice prescribed in Article 8 (1) of the Agreement and asserts there is no Agreement rule or practice on this property which guarantees employees forty hours of work per week. Management further contends that Claimant in effect left his old assignment on Saturday, April 17, 1954 and entered upon his new assignment and worked on Tuesday, April 20 through Friday, April 23, or four days in the work week - - the next two days being his newly established rest days.

When an employee's rest days are changed, his new work week does not begin until the first work day of said new work week. In the instant case, the Claimant's new work week did not begin until Monday, April 26. Prior to that time he was assigned to a work week of Tuesday through Saturday, with Sunday and Monday as rest days. Thus Saturday, April 24 was a work day for the Claimant. He is entitled to a day's pay for this date in accordance with Article 24 of the Agreement. The claim must be sustained.

A W A R D:

Claim sustained.

s/ LLOYD H. BAILER
Lloyd H. Bailer, Neutral Member

s/ W. I. CHRISTOPHER
W. I. Christopher, Employee Member

s/ F. DIEGTEL
F. Diegtel, Carrier Member

New York, New York
July 7, 1959