

The Second Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
(Norfolk and Western Railway Company)

STATEMENT OF CLAIM:

1. That the Norfolk and Western Railway Company violated current agreements, Rule 21, December 11, 1973 and August 29, 1973 Memorandum Agreements relative to paying off employees of the Carmen's craft, when on or about the pay period of April 26, 1989 they arbitrarily changed the Payroll Agreement without benefit of negotiation as per the Railway Labor Act as stated in the August 29, 1973 Agreement.

2. That the Norfolk and Western Railway Company be ordered, because of such violation, to rescind its arbitrary action of changing the pay period system for Carmen from a ten (10) day "lag" and revert back to the provisions of the August 29, 1973 Agreement unless and until the matter is negotiated as per Railway Labor Act.

3. That the Norfolk and Western Railway Company be ordered, because of such violations, to compensate Carmen B. E. Dusenbery, et al., for the amount of days withheld from their pay periods from April 26, 1989 thru May 19, 1989 in the amount of two (2) to four (4) days as the pay records will indicate for each claimant.

4. That the Norfolk and Western Railway Company be ordered to cease from arbitrarily changing the existing agreements concerning pay period "lags" previously negotiated and to comply with the procedures of the Railway Labor Act concerning changing of existing agreements.

FINDINGS:

The Second 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 employees 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.

This dispute arose because the Carrier decided to adopt a uniform payroll system and to change its payroll process from a ten day lag time to one that had a fourteen day lag. The changes to the payroll system basically came about because of a number of problems which needed correction and, to provide greater assurance that the Carrier's employees would be paid properly and in a timely manner. These were the goals of the change, which the record suggests were not reached in the past in many instances.

Following a general briefing session for the representatives of its non-operating crafts, the Carrier, on July 6, 1988, wrote to all of its Unions and explained in great detail why the changes were being made and the benefits that would accrue to it as well as to individual employees. On April 17, 1989, the Carrier's Payroll Accounting Manager mailed a letter to all bi-weekly employees in which he also explained the conversion to the 14 day lag and he explained that the conversion would take place over four pay periods. Time reporting was advanced one day each pay period to minimize the financial impact that would have occurred if the four additional days had taken effect in one pay period. The existing Friday pay day was not disturbed.

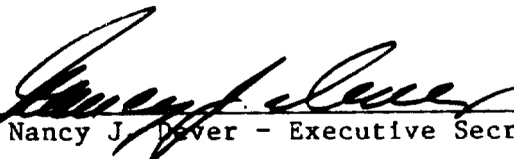
The Organization mainly contends that the Carrier's actions violated the Parties' August 29, 1973 Memorandum Agreement. The Board has carefully reviewed the record before us and we find no violation of that Agreement. The fact is that employees, under the Agreement of August 29, 1973, continue to be paid every other Friday and we find no language in that Agreement that places a restriction on a "lag" period. The burden to show a specific violation of the Agreement rests upon the Organization. It has not met that burden in this case.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of May 1991.