

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11549
Docket No. 11236
88-2-86-2-82

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

(Brotherhood Railway Carmen of the United States
(and Canada
PARTIES TO DISPUTE: (
(Birmingham Southern Railroad Company

STATEMENT OF CLAIM:

1. That the Birmingham-Southern Railroad Company, hereinafter referred to as the Carrier, violated the Agreement when they arbitrarily and unilaterally changed the rest days of the assignment held by R. D. Gentry, hereinafter referred to as the Claimant, and thereby required him to work his first and second scheduled rest days and compensated him at straight time rate.

2. And accordingly, the Carrier should be ordered to additionally compensate Claimant for eight (8) hours at one-half time on his first rest day and eight (8) hours at straight time on his second rest day, or a total of twelve (12) hours at straight time rate, as the result of said violation.

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

The record developed on the property with respect to this Claim reveals that, on May 30, 1985, the Claimant was told that his off days would be changed from Monday and Tuesday to Wednesday and Thursday. The practical effect of this change was that the Claimant worked seven straight days at the straight time rate. He seeks twelve (12) hours additional pay citing Article 6 to support his Claim.

The Carrier for its part asserts that Article 1(1) permits it to change rest days as was done in the instant case.


The Board, based on the record developed on the property, agrees with the Carrier. Article 6, which had been relied upon by the Claimant on the property, does not lend support to his position. The record shows that the Claimant agreed that he did not change assignments. Under Article 1(1), relied upon by the Carrier, it may change a regularly assigned rest day after at least a seventy-two (72) hour advance notice. We find such a situation here. However, the Board also notes that this holding does not give a license to the indiscriminate changing of rest days.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest.


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 31st day of August 1988.