

Award No. 12601
Docket No. TE-11383

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railroad, that:

1. The Carrier violated the parties' Agreement when, in changing the assigned rest days of C. L. Wolfe, regularly assigned to the 1st shift Telegrapher's position at Hartman, Indiana, it suspended him from work on Saturday, November 22, 1958.

2. The Carrier shall, because of the violation set forth above, compensate C. L. Wolfe, for one additional day's pay at the straight time rate of the position occupied.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties to this dispute effective September 1, 1955, and as amended.

C. L. Wolfe, claimant, as the regularly assigned occupant of the first shift telegrapher's position at Hartman, Indiana, had a work week of Tuesday through Saturday, Sunday and Monday rest days.

On or about November 19, 1958, the Carrier advised the Claimant that effective November 21, 1958, his rest days would be changed from Sunday and Monday to Saturday and Sunday.

In the transitional work week during which his rest days were changed, the Claimant worked as follows:

Old Work Week		New Work Week	
Tuesday	Nov. 18 Work day	Friday	Nov. 21 Work day
Wednesday	Nov. 19 Work day	Saturday	Nov. 22 Rest day
Thursday	Nov. 20 Work day	Sunday	Nov. 23 Rest day

"Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists."

or in Rule 5, paragraph (d), which are the only provisions of the agreement cited by the Employees.

The claim should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was a regularly assigned telegrapher at Hartman, Indiana. He was scheduled to work from 6:30 A. M. to 2:30 P. M., Tuesday through Saturday, with rest days Sunday and Monday. On November 16, 1958, Carrier notified Claimant that effective at 2:59 P. M. on November 21, 1958, his rest days would be Saturday and Sunday. Claimant worked Tuesday through Friday, November 18 through 21. Carrier suspended the Claimant from work on Saturday, November 22, 1958.

Claimant is seeking eight hours' straight time pay for Saturday, November 22, 1958, because that day was part of his old workweek.

Carrier contends that Saturday, November 22, was part of Claimant's new workweek and, as such, was his rest day.

This issue has been before this Board on numerous occasions. It is a well established principle that an employe is entitled to be compensated for work which the Carrier caused him to lose because Carrier changed his rest days. See Award 5129, 7324, 8103, 8144, 8145, 8868, 10289, 10517, 10875, 11460, 11474, 11990, 11991 and 11992, among others.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of June 1964.