

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42515
Docket No. SG-42531
17-3-NRAB-00003-140170 (Old)
17-3-NRAB-00003-160751 (New)**

The Third Division consisted of the regular members and in addition Referee Sidney Moreland when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of R. S. Humphries and R. J. Rich, for payment at their respective time and one half rates for all hours they are required to work a Y5 calendar work cycle and payment at their respective straight-time rates for all hours of their assigned Y6 calendar work cycle positions they are denied the opportunity to work beginning on January 22, 2013, and continuing until this dispute is resolved, account Carrier violated Rule 38, when it arbitrarily changed the Claimants’ assigned Y6 calendar work cycle to a Y5 calendar work cycle. Carrier’s File No. 1580499. General Chairman’s File No. UPGCW-38-1813. BRS File Case No. 14982-UP.”

FINDINGS:

The Third 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 employee 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 were given due notice of hearing thereon.

The Carrier moved the two Claimants from a four day/ten hours per day work schedule with three scheduled days off; back to an eight day/ten hours per day work schedule with six scheduled days off.

The Organization claims the move changes the Claimants' work schedule from a Y5 calendar to a Y6 calendar, and the Carrier's unilateral calendar change violates Rule 38, which states:

"RULE 38-BULLETINS

Bulletins will contain the following information:

- 1. Title and position**
- 2. Location (Headquarters and assigned territory)***
- 3. Hours of Service**
- 4. Rest days**
- 5. Rate of pay**
- 6. Permanent or Temporary**
- 7. Vacated by**
- 8. Instructions as to when bids must be received and to whom they must be addressed.**

***The assigned territory need not provide a detailed description. The above position can be met by providing the main line territory assigned to the position.**

In the event an employee's headquarters is changed, Carrier will note such change by bulletin."

The Organization alleges that Rule 38 restricts the Carrier from changing the schedule of the Claimants' Zone Gang. The Organization claims the change, in effect, changed the Claimants' assigned rest days, as referenced in Rule 38, supra. The Organization avers that the Carrier must re-advertise the positions as Y5 positions by bulletin and simultaneously abolish the positions as Y6 positions by bulletin. The Organization cites a similar situation from 2010 when the Carrier attempted to change Y6 calendar positions to Y5, but instead abolished/re-advertised the positions after complaint from the Organization.

The Carrier asserts that the Claimants were originally Y5 calendar positions that were temporarily changed to the Y6 calendar positions pursuant to the work schedule language of Rule 26, and that nothing in Rule 38 circumvents the Carrier's Agreement

rights to make such changes without having to abolish the positions. Rule 26 states that the gangs “will work a schedule of either eight (8) days on and six (6) days off or twelve (12) days on and nine (9) days off” Since the Claimants were originally working a Y5 schedule and the parties had invoked the language of Rule 5(J)(1) to temporarily deviate from the standard Rule 26 schedule, the Carrier has exercised its managerial right to simply revert the Claimants back to their Rule 26 “8&6” work schedule.

An analysis of the facts, arguments, and submissions presented, reflects that the Claimants were originally assigned to work an “8&6” work schedule (Tuesday through Tuesday). At some point prior to this complained of incident, the Claimants unanimously elected to work a “4&10” work schedule (Monday through Thursday). The Carrier returned the Claimants back to an “8&6” schedule, which the Organization admitted that the Carrier possessed the managerial right to do.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 11th day of January 2017.