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SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 10
Case No. 17

PARTIES TO DISPUTE: Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood:

(1) That Carrier violated Rules of Agreement when it required Earl B. Dougan, regularly assigned to Job 18, Stores First Helper-Counter-man, Kansas City, to observe three days; namely, Friday, November 11, Saturday, November 12 and Sunday, November 13, 1955, as his rest days following completion of his work week starting Sunday, November 6, 1955.

(2) That Carrier shall compensate Dougan for the day's wage loss for Sunday, November 13, 1955."

FINDINGS: The 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.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

Friday, November 11, and Saturday, November 12, 1955, were the rest days scheduled for Job 18 for the work week which had commenced on Sunday, November 6, 1955. When, effective November 12, the rest days for the incumbent thereof were programmed for Saturday and Sunday instead of for Friday and Saturday as per the former routine, the rest day of Sunday, November 13, became chargeable to the succeeding work week of which Monday, November 14, was the first day on which the assignment was bulletined to work. Thus, it cannot be said that the change in rest days had the effect of subjecting claimant to take three consecutive days off in a single work week.

The circumstance that the effective date of the new work week coincided with the last day of the old work week did not in anywise diminish the five-day work opportunities which were afforded claimant in each of the two work weeks here involved. In other words, claimant did not lose a day's pay as a result of the aforesaid change in rest days.

AWARD: Claim denied.

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/s/ Harold M. Gilden, Chairman
/s/ A. J. VanDercreek, Carrier Member
/s/ C. F. Bignall, Organization Member
(Employee Member dissenting under the
principle laid down in Award 7319.)

Omaha, Nebraska
March 24, 1958