

The Second Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: ( Brotherhood Railway Carmen of the United States  
( and Canada  
(  
( Norfolk and Western Railway Company

DISPUTE: CLAIM OF EMPLOYES:

1. That the Norfolk and Western Railway Company violated the controlling Agreement when it abolished Carman Leader Job No. 114, 7:00 a.m. to 3:00 p.m., Monday through Friday, Saturday and Sunday rest days, effective April 25, 1980, and created, through advertisement dated April 18, 1980, Carman Leader Job No. 116, 7:00 a.m. to 3:00 p.m., Tuesday through Saturday, Sunday and Monday rest days, effectuating the change in rest days of Carman W. J. Rindos at Buffalo Junction, Buffalo, New York, beginning April 26, 1980.
2. That the Norfolk and Western Railway Company be ordered to compensate Carman W. J. Rindos in the amount of eight (8) hours at the time and one-half rate for every Saturday worked, beginning with Saturday, April 26, 1980, until corrected.

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.

Prior to April 26, 1980, Claimant held a Lead Carman position at the Carrier's Buffalo Junction Yard with a first shift, Monday through Friday assignment. In addition to Claimant's position, the Carrier had maintained a carman's position and a carman helper position at this particular location. Pursuant to appropriate notice given on April 18, 1980, all three positions were abolished. On the same day, the Carrier advertised one new carman position and one new helper position at Buffalo Junction. The new carman position, to begin on April 26, 1981, was a lead carman position on the first shift with a scheduled work week of Tuesday through Saturday. Claimant bid for and was awarded the newly created Lead Carman position.

Claimant urges this Board to award him eight hours of pay at the time and one-half rate for each Saturday he has worked since April 26, 1980. According to the Organization, the practical effect of the Carrier's unilateral decision to abolish his former position and establish a new position (at the same location and with the same duties) was to change his rest days from Saturday and Sunday to Sunday and Monday. The Organization argues that the Carrier must provide Claimant with a Monday through Friday work schedule under Rules 2(a), 2(b) and 2(f) of the applicable Agreement.

The Carrier contends that economic conditions warranted reducing forces at Buffalo Junction. Furthermore, the primary purpose of maintaining a carman and a helper at Buffalo Junction was to inspect and service cars interchanged at the Ford Motor Company plant. Inasmuch as the Carrier received cars from Ford on Tuesday through Saturday mornings it was logical to establish positions based on the customer's schedule.

Rules 2(a), 2(b) and 2(f) state:

"(a) General

This carrier will establish, effective September 1, 1949, for all employees represented by the organization or organizations signatory hereto, subject to the exceptions contained in this rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with this carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) Five-day Positions

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

\* \* \* \* \*

(f) Deviation from Monday-Friday Week

If in positions or work extending over a period of five days per week, and operational problem arises which this carrier contends cannot be met under the provisions of Paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if this carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement."

There is no dispute concerning the Carrier's method of rearranging forces at Buffalo Junction. The Carrier properly abolished Claimant's former position and created a new position by advertisement. The new position was awarded by seniority bid. On the surface, it appears as if the only effect of the Carrier's actions was to change Claimant's rest days. However, the record is clear that the Carrier established the position to meet the specific requirements of an important customer. If necessary work cannot be reasonably handled on a normal

Monday through Friday position, the Carrier may establish a Tuesday through Saturday position. Second Division Award No. 6208 (Simons). The Organization relies on Second Division Award No. 7041 (Eischen) to support its claim. However, Award No. 7041 is inapplicable to this case because, among other reasons, forces were reduced and new positions established to accommodate the specific demands of an important shipper.

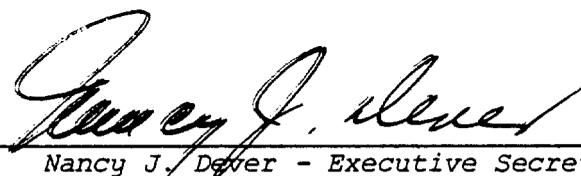
While we recognize that Claimant would prefer to fill a position having Saturday and Sunday rest days, his choice must be subordinated to the Carrier's demonstrated operational need to have Tuesday to Saturday assignments at Buffalo Junction. Thus, the Carrier did not violate Rule 2.

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 14th day of December, 1983

