

Award Number 5547
Docket Number MW-5376

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Alex Elson, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

NORTHERN PACIFIC RAILWAY COMPANY

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

(1) That the Carrier violated the effective agreement when they assigned Sectionmen Martin Bambick and S. P. Baxter to render Saturday service, effective September 10, 1949, and on subsequent Saturdays thereto, and compensated them at their straight time rate of pay;

(2) That the Carrier violated the effective agreement when they denied Sectionmen S. P. Baxter and Martin Bambick the right to fill their regular assignment on each Monday, effective September 12, 1949, and continuing each Monday until the present time;

(3) That Sectionmen S. P. Baxter and Martin Bambick be paid the difference between what they have received for Saturday service at their regular straight time rate of pay and what they should have received at their time and one-half rate of pay during the period referred to in part (1) of this claim;

(4) That Sectionmen Martin Bambick and S. P. Baxter be paid at their regular pro rata of pay eight (8) hours each day for each Monday subsequent to September 12, 1949 they have been denied the right to fill their regular statement.

EMPLOYES' STATEMENT OF FACTS: Effective September 1, 1949, the employees employed on Section 203 at Auburn, Washington, were assigned a work week of 5 eight (8) hour days, Monday through Friday, with Saturday and Sunday as rest days.

The claimants involved in this dispute are members of Section Crew employed on Section 203 at Auburn.

On Saturday, September 10, 1949, and on each Saturday subsequent thereto, Sectionmen Bambick and Baxter were called for service and directed to clean cars, and were compensated for this Saturday service at their straight time rate of pay.

6. Sectionmen Bambick and Baxter have been assigned to work in conformity with Rule 26-1 (a) and (c) and therefore there is no rule that would sustain a claim for payment of eight hours at straight time rate for work not performed on Mondays, or for payment at time and one-half rate for work performed on Saturdays.

The claim covered by this docket should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue in this case is whether the Carrier may stagger work weeks of employees where admittedly six-day positions are involved without first attempting to establish relief assignments under Rule 26-1 (c) of the rules.

We have stated the applicable principles in Award No. 5545. We believe the principles apply with equal force in this case and that the claim must accordingly be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

The Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 8th day of November, 1951.