

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26287
Docket Number MW-25715

John B. LaRocco, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(Southern Pacific Transportation Company
((Eastern Lines)

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

(1) The Carrier violated the Agreement when it arbitrarily reduced the work week of Track Laborers B. Johnson, D. A. Alonso and L. E. Zeigler by denying them work on April 11 and 12, 1983 (System File MW-83-44).

(2) Because of the aforesaid violation, Track Laborers B. Johnson, D. A. Alonso and L. E. Zeigler shall each be allowed sixteen (16) hours of pay at their respective straight time rates."

OPINION OF BOARD: In early April, 1983, Claimants Johnson and Zeigler were regularly assigned Track Laborers on Extra Gang 225 at Wharton, Texas. Their rest days were Saturday and Sunday. Claimant Alonso was working a Monday through Friday laborer position on Extra Gang 215. Claimants were the successful bidders for three track laborer vacancies on Extra Gang 235 headquartered at Houston. The Extra Gang 235 positions were Wednesday through Sunday assignments. By two bulletins dated April 5, 1983, and April 7, 1983, the Carrier notified Claimants that their assignments as Track Laborers on Extra Gang 235 were effective Monday, April 11, 1983. On Friday, April 8, 1983, Claimants were informed that they could no longer work on their respective gangs since they were assuming the Extra Gang 235 positions as of the following Monday. Claimants reported to Extra Gang 235 on April 11, 1983. However, the Carrier prevented them from performing service until Wednesday, April 13, 1983.

The relevant excerpt from Article 11, Section 1(1) of the March 19, 1949 National Agreement reads: "Beginning of Work Week: The term 'workweek' regularly [sic] assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work..." The advertisements in this instance clearly showed that the assignments on Extra Gang 235 commenced on a Wednesday. Since it was the first day of the assignment, Wednesday constituted the first day of the occupant's workweek. The Carrier was precluded from changing the start of the workweek by placing Claimants on their new positions on a designated rest day (Monday). The Rule does not permit the workweek to begin on a rest day. Third Division Award No. 19622. The Carrier could have easily filled the Extra Gang 235 positions as well as the resulting vacancies on Gangs 215 and 225 in an orderly fashion according to the requirements of the Agreement. Third Division Award No. 21235.

Claimants should have been permitted to work their prior assignments until the first day their new assignments were bulletined to work. Each Claimant is entitled to sixteen hours of pay at the straight time rate in effect on April 11 and 12, 1983.

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

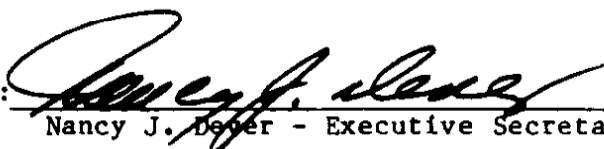
That the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 24th day of April 1987.