

PUBLIC LAW BOARD NO. 2529

Joseph Lazar, Referee

AWARD NO. 36
CASE NO. 45

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
TO) and
DISPUTE) BURLINGTON NORTHERN RAILROAD

STATEMENT
OF CLAIM:

1. Claim of the System Committee of the Brotherhood of Maintenance of Way in behalf of the Members of Tie Gang No. 1 because of the Carrier's violation of the current Agreement, when on March 19, 1986 it extended the five (5) day advance written notice by one additional day.
2. The Carrier will now be required to compensate each member of Tie Gang No. 1 in an amount equal to two (2) days compensation because of the short notice.

FINDINGS:

By reason of the Memorandum of Agreement signed November 16, 1979, and upon the whole record and all the evidence, the Board finds that the parties herein are employe and Carrier within the meaning of the Railway Labor Act, as amended, that the Board has jurisdiction of the subject-matter, and that the parties were given due notice of the hearing held.

On March 14, 1986, at the beginning of the shift, Roadmaster R. M. Renner served notice of force reduction, reading:

"To all employes on Reg. Tie Gang #1. Consider this your five day notice of Gang abolishment. We will be loading machines and moving them to Dundee on the Abilene Line. We will be putting in ties between MP 27 and MP 44. I will see all of you at 8:00 AM, 3-17-86 at Dundee."

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Due to delays caused by malfunctioning equipment needing repairs, further notice was issued:

"3-19-86

For employees working on Regional Tie Gang No. 1, work will extend thru March 21st, 1986."

The Gang was abolished at close of work on March 21, 1986.

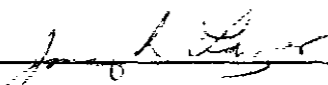
Rule 13 - Force Reduction, provides in pertinent part:

"Notice of Force Reduction (a): Except as otherwise provided in this section (a), positions will not be abolished nor will forces be reduced until the employees affected have been given at least five (5) working days advance notice."

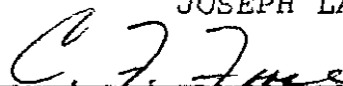
The notices of March 14 and 19, 1986, left no uncertainty as to time and date of gang abolishment. Members of the Gang were not in doubt as to time of completion of their work assignment, and their opportunity to exercise seniority was not prejudiced. This is in contrast to the facts and circumstances of National Railroad Adjustment Board, Third Division Award No. 17372 relied upon by the Employees here. In the facts and circumstances of the present case, the Board finds that Rule 13 was complied with.

A W A R D

1. The Carrier is not in violation of the Agreement.
2. The claim is denied.



JOSEPH LAZAR, CHAIRMAN AND NEUTRAL MEMBER



C. F. FOCSE, EMPLOYEE MEMBER



L. MARES, CARRIER MEMBER

DATED: 12/17/87