

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES) Brotherhood of Maintenance of Way Employees
TO) and
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

"It is the claim of the Brotherhood that:

- "1. The Carrier violated the effective Agreement when it required Extra Gang No. 25; namely, Jerry Crossen, foreman, Laborers Charlie Brown, H.D. Cooks, W. Harris, G.A. Henderson, R.E. Johnson, Wayne Maxwell, J.P. Rogers and Machine Operators D.R. Hancock and Joe Heath, to change their regularly assigned hours of 7:00 AM to 4:00 PM to 9:00 AM until 6:00 PM.
- "2. The named Claimants, and/or their successors, members of Extra Gang No. 25, shall now be paid two hours, 7:00 AM to 9:00 AM, per day, each Claimant, at their respective straight time rate; and two hours, 4:00 PM, to 6:00 PM, per day, each Claimant, at their respective time and one-half time rate, beginning sixty (60) days from the date of this letter and continuing until Agreement complied with.
- "3. These named Claimants, and/or their successors, be likewise compensated for all such similar services rendered, and for the exact amount of time on each and every day, subsequent to the dates specified, and continuing until this violation of the Agreement ceases."

FINDINGS:

The question to be determined in this particular dispute is whether there was an agreement to change the starting times of Extra Gang No. 25 from 7:00 a.m. to 9:00 a.m.

Extra Gang No. 25, a spot tamper or surfacing gang and Extra Gang No. 21, a tie gang, were assigned to perform the tie renewal and surfacing on the territory between Texarkana and Mt. Pleasant during the summer of 1972. Extra Gangs No. 21 and No. 25 were

assigned to work in tandem with assigned work periods from 7:00 a.m. to 4:00 p.m. In its submission Carrier states that it was necessary to change the starting times of both gangs from 7:00 a.m. to 9:00 a.m. and that there was no objection by either gang.


In the handling on the property, the Organization's Vice Chairman in effect conceded that there was agreement with respect to Extra Gang No. 21, but denied that there was any discussion with respect to Extra Gang No. 25.

The Board is of the opinion that inasmuch as both gangs worked together in tandem it is illogical to assume that Carrier would not have discussed starting time changes with both gangs. It is also illogical to assume that the Organization would object as to Extra Gang No. 25 but agree as to Extra Gang No. 21.

Under the unique and particular circumstances of this dispute, the claim must be denied.

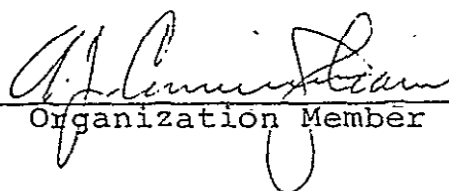
AWARD

Claim denied.


Neutral Member


Carrier Member

Date: March 18, 1977


Organization Member