Award No. 18293
Docket No. CL-18535

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

THE ALTON & SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6714) that:

(a) The Carrier violated the Clerks' Agreement beginning September 30, 1968, when it arbitrarily discontinued the long established practice of a seven hour and forty-five minute work day assignment with eight hours' pay for employes in the General Office at East St. Louis, Illinois, and established for them a work day assignment of eight hours with eight hours' pay, thereby changing the working conditions of the employes without agreement with the Organization.

(b) Carrier shall now be required to reinstate the past practice of many years' standing of a seven hour and forty-five minute work day assignment with eight hours' pay for the General Office Employes, the same as was in effect just prior to September 30, 1968.

(c) The Carrier shall now be required to compensate each of the following named claimants, and/or their successors, for fifteen minutes at the punitive rate of their positions for September 30, 1968, and continuing for each work day subsequent to September 30, 1968, until the past practice of a seven hour and forty-five minute work day assignment with eight hours' pay is reinstated for the employes in the General Office at East St. Louis, Illinois:

Ruth Coates	Meta Kronmiller
Jule Johnson	W. Miller
R. Henke	C. Doettling
J. Fowler	K. Schneider
R. Schneider	R. Kassing
T. Jotte	F. J. Wohlrab
O. L. McCracken	V. A. Ruff

untary and unilateral, it remained subject to revocation by Carrier. Carrier cancelled the policy in the same manner it was established effective September 30, 1968, and thereafter assigned employes to be on duty eight hours for eight hours' pay in accordance with Rule 2, providing:

'Eight (8) hours, not including meal period, shall constitute a day's work, except as otherwise provided herein.'

The agreement includes no provision or rule which could be construed as an exception to Rule 2. It is well settled that the expression of one exception precludes the inference of any others.

Rule 4, 'Overtime and Calls', provides for the allowance of overtime **only** for work in excess of eight hours, exclusive of the meal period. The fifteen minutes' overtime claimed was for being on duty in excess of seven hours and forty-five minutes — not in excess of eight hours; consequently, Rule 4 does not support the claim.

Carrier insists upon its right to unilaterally promulgate and terminate policies in the exercise of its inherent managerial prerogatives so long as its action does not violate some rule of the agreement. In this instance, Carrier has a contractual right under the clear and unambiguous terms of the applicable agreement to assign clerks to an eight-hour day.

There was no violation of the parties' agreement and your claim is denied.

Yours truly,

/s/ O. B. Sayers
O. B. Sayers,
Dir. of Labor Relations"

8. The claim was discussed in conference by the parties on June 27, 1969, which was confirmed by letter of July 21, 1969 (Carrier's Exhibit B), to which the General Chairman responded by letter of August 5, 1969 (Carrier's Exhibit C).

9. The parties were unable to settle the dispute and Carrier is in receipt of the Organization's notice of intent to file the claim with your Board.

(Exhibits not reproduced.)

OPINION OF BOARD: For a period of years, employes at the Carrier's facilities in East St. Louis, Illinois, had a work day of 7 hours and 45 minutes. That practice was discontinued by the Carrier, and a full eight hours required.

It is the contention of the Organization that the Claimants should be compensated for the 15 minutes until Carrier returns to its original practice.

Rule 2 of the Agreement between the parties says:

"(a) Eight (8) hours, not including meal period, shall constitute a day's work, except as otherwise provided herein."

We find no rule in the Agreement to support the Claim and the cited Rule to be contrary.

Many awards of this Board, including 15380 (Ives), have held we do not have authority to amend such Rules. This rule is clear and unambiguous, and must be followed, as in Award 12821 (Yagoda).

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 Employes involved in this dispute are respectively Carrier and Employes 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1970.

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