

NATIONAL RAILROAD **ADJUSTMENT BOARD**

**THIRD DIVISION**

Award **Number** 22923  
Docket Number CL-22945

Martin F. **Scheinman**, Referee

(Brotherhood of Railway, Airline and  
( Steamship Clerks, Freight **Handlers**,  
( Express and Station **Employees**

**PARTIES TO DISPUTE:** (

(St. Louis-San Francisco Railway Company

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (**GL-8810**)  
that:

1. Carrier violated the agreement between the parties when by notice dated August 28, 1978, it advised clerical employee C. S. Crabtree, that the hours of her regular assigned position No. **7C**, Chief Claim Clerk at Kansas City, were being changed from 8:00 a.m. to **4:30** p.m. to **10:30** a.m. to 7:00 p.m., effective September 6, 1978.

2. Carrier shall **now** be required to allow **Mr. E. L. Flake** (who was improperly displaced by clerk Crabtree) an **additional** day's pay at the rate of Cotton Clerk Position No. 4 at West Memphis, Arkansas, beginning September 25, 1978, and continuing each and every day thereafter until such time as this situation is corrected.

3. This claim is in addition to any other earnings **Mr. Flake** may have during the period September 25, 1978, until the violation is corrected.

**OPINION OF BOARD:** On August 28, 1978, Carrier announced that effective September 6, 1978, the hours of Chief Claim Clerk Position No. 7 at Kansas City, Missouri would be changed from 8:00 a.m. to **4:30** p.m. to **10:30** a.m. to 7:00 p.m. C. S. **Crabtree** was the regularly assigned incumbent of that position. On September 5, 1978, **Crabtree** advised Carrier that due to the change of hours of Chief **Claim** Clerk Position No. 7, she was exercising her seniority rights and displacing Claimant E. L. Flake on the Cotton Clerk Position at West Memphis, September 14, 1978.

The Organization claims that Carrier violated Rule 17 of the Agreement by changing the hours of assignment on Chief Claim Clerk Position No. 7. It contends that Carrier's reason for altering the hours of that position were not **due** to service requirements or operational **reasons**.

Instead, the **Employees** argue **that** the **change** in hours was solely to allow **Crabtree** to exercise her **seniority** rights and **bump** into **Claimant's** position so that she could move to Memphis along with her husband, General Car Foreman, **J. W. Crabtree**. Effective September 1, 1978, **Mr. Crabtree** was transferred by Carrier from Kansas City to a General Foreman position in Memphis, Tennessee.

Carrier disputes the Organization's contentions. **It** maintains that its actions were appropriate on **two grounds**. First, the Agreement between the parties does not require that the hours of **assignment** on a position be changed for service reasons. Secondly, the hours of assignment on Chief **Claims** Clerk Position Wo. 7 were changed due to service requirements.

**Rule** 17 is the primary rule cited by the Organization as having been violated. It states:

#### STARTING TIME

**Rule** 17. (a) Except as **otherwise** provided in **Rule 36½(e)**, regular assignments shall have a fixed **starting time** and the regular starting **time** shall not be changed without at least thirty-six hours' notice to the **employees** affected. When the established starting **time** of a regular position is changed one hour or more for more than five consecutive work days, or when either or both assigned rest days are changed, or where headquarters of a position is moved to a different station, the incumbent may, within ten days thereafter, upon thirty-six hours' advance notice, exercise seniority rights to any position held by a junior **employee**. Other **employees** affected may exercise their seniority rights in the **same** manner.

This language **is** clear and unambiguous. Its import is readily ascertainable. The only requirement when changing a starting time **is** that it "not be changed without at least thirty-six hours' notice to the **employees** affected." There is nothing which may be construed to restrict Carrier to changing starting **time** only for service reasons. The language of **Rule 17** does not suggest any limitation on the reasons why a change may be instituted.

It is undisputed that **Mrs. Crabtree** was given proper **advance** notification. For this reason, we must conclude that Carrier complied **with** the dictates of **Rule 17**. That is, we are persuaded that the manner **in** which

Carrier gave Mrs. **Crabtree** a bump is not prohibited by the Agreement. Therefore, we will dismiss the **claim** in its entirety.

**One** last point. The rules of the Agreement are intended to be interpreted in a uniform and consistent manner. Evenhandedness is the rule. The Agreement is not intended to be applied to advantage one **employe** over another. While we have concluded above that Carrier's actions do not contravene any specific provision of the Agreement, we feel obliged to note that Carrier's actions appear sharp and **may** not foster the harmonious labor relations desired by both parties.

**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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A.W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of July 1980.