

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25179
Docket Number SG-25116

Martin F. **Scheinman**, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Burlington Northern Railroad Company
(Former St. Louis-San Francisco Railroad)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on Burlington Northern Railroad Company.

Carrier violated the Signalmen's Agreement by unilaterally changing the established working hours of Signal Maintainer B. C. Alexander on December 14, 1981. Claimant Alexander should be allowed five hours additional compensation at his overtime rate, beginning December 14, 1981, for each day of the violation and continuing until his established working hours are restored. (General Chairman file: F-81-291. Carrier file: **SI 82-4-17A**).

OPINION OF BOARD: Claimant, **B. C. Alexander**, held the position of Signal Maintainer in Weber Groves, Missouri. Prior to this dispute, Claimant's hours of service were 12:00 noon to 8:00 p.m. with rest days of Wednesday and Thursday.

A Second Signal Maintainer position existed at Weber Groves. **Its** hours of service were 7:00 a.m. to 3:00 p.m. with rest days of Saturday and Sunday.

On or about November 14, 1981, the incumbent of 7:00 a.m. to 3:00 p.m. position was promoted. Thereafter, on December 8, 1981, Claimant received notice that his hours of service were being changed to 7:00 a.m. to 3:00 p.m. His rest days remained constant.

The Organization contends that Carrier's unilateral change of **Claimant's** hours violates Rules 15, 20 and 36. The Organization seeks 5 hours overtime pay for each day that Claimant worked these changed hours.

Carrier, on the other hand, denies that it violated the Agreement. It also asserts that the Rules cited by the Organization are not apposite. Rather, in Carrier's view, a mere change in hours, when it determined that two Maintainers were no longer needed, does not constitute an occasion which requires **rebulletining** of the position. It also insists that no vacancy was created in the instant case.

There is no question that a Carrier has broad discretion to assign work in accordance with its business requirements (see Award No. 13802). This discretion may be limited only by an explicit agreement rule.

Here, Carrier determined that its interests would be **served** by having a single Signal Maintainer working 7:00 a.m. to 3:00 p.m. Nothing in the Agreement precluded Carrier from exercising this discretion. Thus, Carrier's action was not improper.

As to the argument that a new bulletin was necessary because of the change of hours, this contention is also without merit. Rule 41 specifies the events which obligate Carrier to **rebulletin** a position. They are a change in rest days, location of headquarters, pay basis, or a material alteration of territorial limits. Obviously, **none** of these triggering events occurred here. As such, the Organization's attempt to require a **rebulletining** of the position must also fail.

Accordingly, and for all of the foregoing reasons, the claim must be denied.

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;

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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:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 14th day of December 1984.

