

Award No. 15642
Docket No. CL-16037

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

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

**SOUTHERN PACIFIC COMPANY
(Pacific Lines)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5880) that:

(a) The Southern Pacific Company violated the Clerks' Agreement by refusing to accept and honor a proper displacement tendered by Billy R. Thompson; and,

(b) The Southern Pacific Company shall now be required to allow Billy R. Thompson eight (8) hours' compensation at the rate of Assistant Chief Clerk Position No. 15, Bakersfield Local Freight, in addition to any other earnings, from date displacement was to be effective, May 15, 1961, and continuing thereafter for each date that position was worked by a junior employee.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement bearing effective date October 1, 1940, reprinted May 2, 1955, including revisions (hereinafter referred to as the Agreement), between the Southern Pacific Company (Pacific Lines) (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (hereinafter referred to as the Employees) which Agreement is on file with this Board and by reference thereto is hereby made a part of this dispute.

On April 26, 1961, Billy R. Thompson (hereinafter referred to as the Claimant) submitted application for Relief Position No. 48 under provisions of Rule 34(c) and was permitted to occupy the position on April 27.

Assignment and Vacancy Notice No. 10, dated May 1, 1961 (Employees' Exhibit A), indicated Relief Position No. 48 had been vacated by E. V. Salcido and was posted to relieve assignments as follows:

Thurs-Fri	25 - Car Svc. Dem.	1:00 PM- 5:00 PM	5:30 PM-9:30 PM
Sat-Sun	10 - Car Clerk	8:00 AM-12:00 N	12:30 PM-4:30 PM
Monday	8 - Bill Clerk	4:30 PM-12:30 AM	
Tues-Wed	Rest Days		

I wish to displace Dale P. Hemphill, Junior Employee, working Position No. 15-Assistant Chief Clerk, effective 4:15 P.M., Monday, May 16th.

Displacement right accrued under provision of paragraph (a), page 96 of Clerks' Agreement: 'When positions to be relieved are changed so that assigned relief employee is required to relieve or perform work on a position other than the positions included in the assignment at the time he became assigned thereto, either by Bulletin or Displacement.'

My seniority date is April 11, 1947."

On May 12, 1961, claimant was advised that his request to displace on Position No. 15 (Assistant Chief Clerk), could not be accepted, that Relief Position No. 48 had been incorrectly advertised and was cancelled, and that it would be readvertised on May 16, 1961. He was also advised that effective May 16, 1961, that Position No. 48 would relieve positions as advertised on Bulletin No. 10.

Relief Position No. 48 was readvertised on May 16, 1961, and the relief assignment was changed to the extent that the hours of Position No. 25 (Car Service Clerk) relieved on Thursday and Friday were changed from 1:00 P.M. to 9:30 P.M. to 2:00 P.M. to 10:30 P.M.

On May 24, 1961, claimant was assigned to position of his first choice, Position No. 37, Industrial Clerk. He did not bid on Relief Position No. 48 as readvertised on May 16, 1961.

5. By letter dated June 13, 1961 (Carrier's Exhibit A), Petitioner's Division Chairman submitted claim to Carrier's Division Superintendent in behalf of claimant for:

"... eight hours' pay each day in addition to any other earnings for Position No. 15 Assistant Chief Clerk, Bakersfield Local Freight commencing on Monday, May 15, 1961 and for each day that position is worked until claimant has been placed on Position No. 15, account not allowed to displace on that position when his displacement rights had accrued."

By letter dated August 8, 1961 (Carrier's Exhibit B), Carrier's Division Superintendent advised Petitioner's Division Chairman that since claimant had not been assigned to Relief Position No. 48, he had not acquired a displacement right, and denied the claim.

By letter dated October 6, 1961 (Carrier's Exhibit C), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by letter dated May 31, 1962 (Carrier's Exhibit D), the latter denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: It is a prerogative of management to correct errors that appear in bulletins, if no bad faith is involved. The Brotherhood recognizes this general rule.

In this case, we find that the error in Notice No. 10 was bonafide, and, having so concluded, we further find that the Agreement was not violated by the Carrier when it corrected it.

Since this decision is based on the issue of good faith, we do not reach other argumentation presented by and in behalf of the respective 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 Employees involved in this dispute are respectively Carrier and Employees 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 16th day of June 1967.