

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22923  
Docket Number CL-22945

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and  
( Steamship Clerks, Freight Handlers,  
( Express and Station Employees  
(  
(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 No. 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 employee 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 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

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