Award No. 13565
Docket No. TE-11944

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Burlington & Quincy Railroad that:

1. Carrier violated the agreement between the parties when it changed the starting time of the position of Operator at Canton, Illinois, from 6:00 A. M. to 5:00 A. M. effective April 30, 1959.

2. Carrier shall be required to compensate G. A. Wilcoxen in the amount of a call payment (2 hours at overtime rate) on each work day required to report for duty before his proper starting time commencing on April 30, 1959 and ending with October 23, 1959.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

Canton, Illinois is a station on the Galesburg Division of this Carrier. At the time cause for this claim arose there was one position under the agreement at that station, the position of Operator with assigned hours of 6:00 A. M. to 3:00 P. M. (one hour meal period), and assigned rest days of Saturday and Sunday, position not represented on rest days.

The City of Canton adopted Daylight Saving Time, beginning on Sunday, April 26, 1959, and ending on Sunday, October 25, 1959.

Carrier issued Operating Bulletin No. 20, April 29, 1959, over the signature of J. E. Hamer, Division Superintendent, reading as follows:

"Effective April 29, 1959, on page 6 of the Buda and Vermont Subdivision of the Galesburg and Beardstown Divisions Time Table No. 6 office hours at Canton, Illinois, will be as follows:

Office open week days except Saturday 5:00 A. M. to 2:00 P. M.	Office open Saturday and Sunday Closed"

is, perhaps, Carrier's sole, or at least major, reason for maintaining a station force at Canton. The Harvester plant's busiest season runs from April through September, and in order to serve that plant and other industries properly and efficiently, and to comply with state statutes and city ordinances, it is necessary for Carrier to operate its station forces on Daylight Saving Time at Canton and other cities that have adopted that time.

In conclusion, Carrier asserts that:

1. There is nothing in Rule 3 or any other rule in the agreement, to preclude Carrier from requiring its employes to work on Daylight Saving Time in communities where such time is in effect.

2. Claimant's assigned hours are established as 6:00 A. M. to 3:00 P. M., as set forth in notice given him in writing, and such assigned hours are strictly in conformity with the provisions of the agreement.

3. The question of Daylight Saving Time versus Standard Time was settled by the Third Division in Award 1246 and by the Second Division in Award 388 twenty years ago. It must remain settled.

4. If Petitioner desires to change the agreement to provide that all starting times be on Standard Time, the remedy therefor is negotiation, and not the filing of nuisance claims.

In the light of all of the facts and circumstances, there can be no decision in this case except denial of the claim in its entirety.

OPINION OF BOARD: When the City of Canton, Illinois adopted Daylight Saving Time in 1959, Carrier notified its employe, G. A. Wilcoxen, that his hours would be 6:00 A. M. to 3:00 P. M. Daylight Saving Time effective April 30, 1959. The General Committee points out that under Rule 3 (b), the starting time is 6:00 A. M. Standard Time. It argues that when the starting time was changed to 6:00 A. M. Daylight Saving Time (which is 5:00 A. M. Standard Time), Mr. Wilcoxen was required to report for duty before his assigned starting time, and therefore, under Rule 5 (f), he should be paid overtime with a minimum of two hours. This party also contends that since the operation of trains is on Standard Time, the provision for starting time in Rule 3 (b) must be interpreted as 6:00 A. M. Standard Time. In addition, Claimant maintains that inasmuch as Standard Time continued to be used in the operation of train schedules, Carrier violated the Agreement when it unilaterally changed Employe Wilcoxen's starting time without payment for a call under Rule 5 (f).

The Agreement is silent as to whether Standard or Daylight Saving Time should be observed as the starting time. In support of the claim, attention was directed to a number of Agreements of other Carriers in which the parties negotiated rules to meet conditions produced by Daylight Saving Time. The existence of such rules in other Agreements does not convince us that Rule 3 (b) must be interpreted as meaning Standard Time. These rules may have resulted from the parties' recognition that the existing rules did not clearly designate Standard or Daylight Saving Time.

Although Claimant argues that the time of operation of the trains, Standard Time, determines that the starting time of Employe Wilcoxen must

also be interpreted as Standard Time under Rule 3 (b), we find of significance other factors. This employe was not a member of the train crew. He functioned in the station and serviced the public as well as the trains. These considerations, coupled with the silence of the rule on the designation of Standard or Daylight Saving Time, lead us to the conclusion that it was not unreasonable for Carrier to notify Claimant that his starting time would be Daylight Saving Time, the time adopted by the community.

In Award 1246 involving three shifts, the claim was presented on the same theory and under the same type of rule as that under consideration. In that opinion, the Board stated the rule failed to indicate whether Standard and/or Daylight Saving Time should control. In Second Division Award 388, the Board held that problems arising from a change from Standard to Daylight Saving Time are matters for negotiation. We too, find that the Agreement holds no restrictions upon the use of local clock time. Carrier did not violate the Agreement.

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

The Agreement of the parties 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 30th day of April 1965.