NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21752
THIRD DIVISION Docket Number SG-21359

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Robert W. Blanchette, Richard C. Bond and
(John H. McArthur, Trustees of the property
(of Penn Central Transportation Company, Debtor

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Pennsylvania Railroad Company:

System Docket 1006
Central Region - Allegheny Division Case 16/1-74

(a) Claim that the Carrier violated the current Agreement and particularly Article 4, Section 22(a) (2) and Article 2, Section 8(b) when on or about January 6, 1974, all employees on Seniority District 16, were verbally ordered by Carrier officials to report for work at 8:00 AM (D.S.T.) instead of at their regularly advertised starting time at 7:00 AM (D.S.T.), without their positions being abolished and readvertised as called for in the above stated rule,

(b) Claim that this action was taken in an arbitrary manner, without cause or reason and without the consent of this organization and by so doing, the end of the tour of duty was extended from 3:30 PM to 4:30 PM. Thereby placing these employees on overtime status under the provisions of Article 2, Section 8(b).

(c) Claim that each and every employee affected he paid one (1) hour at the time and half rate of pay, for each assigned working day beginning with January 7, 1974 and continuing until such time that this illegal practice is discontinued.

OPINION OF BOABD: Our review of the record before us shows that the instant dispute grows out of the same set of circumstances described in our recent Award 21476 involving these same parties, to wit:

> "pursuant to Federal law passed in response to the energy 'crunch' during the Winter of 1973-74 the Nation went on mandatory year-round Daylight Savings Time (DST) in January 1974; rather than, as had been customary, in April through October. We take arbitral notice of the fact that the days are shorter in January than in April and recall, for example, school children wending their

"way to classes and awaiting buses in darkness during the late Winter of 1973-74. Likewise, the change to D.S.T. in January affected many workers who thereby found themselves traveling and reporting to work in the dark pre-dawn hours.

The employes herein involved were employed in Carrier's Signal Department and, prior to January 6, 1974 their assigned hours were 7:00 am to 3:30 pm Central Standard Time (C.S.T.). Effective January 6, 1974 by the 'Daylight Savings Time Act of 1973' Standard Time was advanced one hour thus giving Claimants' assigned hours of 7:00 am to 3:30 pm Central Daylight Savings Time (D.S.T.). The net effect of the legislature was no change in 'clock time' for Claimants but a one-hour earlier 'solar time' for reporting to work. (i.e. Clock time of 7:00 am DST was the equivalent of a solar time of 6:00 AM). Because at 6:00 am solar time (7:00 am DST) it was still dark in January 1974, Carrier on January 4, 1974 gave oral instructions to Claimants to report at 8:00 am D.S.T. beginning January 7, 1974."

Also it should be noted that the affected employes in Seniority District 16 were notified by written notice dated March 22, 1974 that, effective March 25, 1974, their starting time of 8:00 a.m. (D.S.T.) would revert to 7:00 a.m. (D.S.T.). Therefore, the 8:00 a.m. (D.S.T.) starting time was in effect from January 7, 1974 to March 24, 1974 and the claim period is so restricted.

So far as we can determine the sole substantive difference between our earlier Award on this subject and the instant case is reliance by the Organization upon different Agreement provisions herein. Specifically, the Organization alleges in the present case violations of Article 2, Section 8(b) and Article 4, Section 22(a) (2); and in the earlier case it sought to prove violations of Rules 5 and 30(d). As we view the matter, however, the central question in this case, as in Award 21476, was whether the change from 7:00 a.m. (D.S.T.) to 8:00 a.m. (D.s.T.) was a "change in starting time caused by the adoption of Daylight Savings Time." If so, then by the express language of the sole exception in Article 4, Section 22 it "shall not be considered cause for advertisement of the position." We are persuaded that the phrase "caused by the adoption of Daylight Savings Time" when given its plain and ordinary meaning must cover the change of starting times which affected Claimants in January 1974. That change therefore was within the clear exception to

the readvertising requirement of Article 4, Section 22. Nor is there any basis, therefore, for the derivative allegation that Carrier violated Article 2, Section 8(b). We conclude that there is no Agreement support for this claim and it 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 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. Paulus
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1977.