

Award No. 11243

Docket No. CL-10202

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

SACRAMENTO NORTHERN RAILWAY

STATEMENT OF CLAIM: This is a claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the rules of the Clerks' Agreement when it required the occupant of position of Rate, Bill, Train Desk, Yard Clerk and Janitor, at Yuba City and Marysville, California, to work until 2:00 A. M., California Daylight Savings Time, each day, beginning on or about July 2, 1956, and that

(b) Mrs. Juanita McBain and/or her relief or successor is entitled to and shall now be compensated for two hours at the rate of time and one-half, in addition to the amount they have received, for each day the assignment of Rate, Bill, Train Desk, Yard Clerk and Janitor was required to work until 2:00 A. M., CDST, beginning on or about July 2, 1956, and continuing until the violation was discontinued.

(c) The Carrier violated the rules of the Clerks' Agreement when it required the occupant of position of Bill, Rate and Train Desk Clerk at Yuba City to come on duty at 5:30 A. M., Pacific Standard Time beginning September 4, 1956, and

(d) Mr. F. J. Ellis and/or his relief or successors to the position of Bill, Rate and Train Desk Clerk at Yuba City, California are entitled to and shall now be compensated for one-half hour at the rate of time and one-half in addition to the amount they have received for each day the position of Bill, Rate and Train Desk Clerk was required to commence work at 5:30 A. M., PST, during the period September 4, through 30, 1956.

NOTE: The names of the relief and successors, as well as dates involved in these claims, to be determined from a joint check of the Carrier's timebooks, payrolls and other documents.

EMPLOYEES' STATEMENT OF FACTS: The Sacramento Northern Railway is a wholly owned subsidiary of the Western Pacific Railroad Company.

POSITION OF CARRIER: It is Carrier's position that the hours of assignment of the two positions here involved were established with due regard to the requirements of service, that the determination by Carrier that said hours of assignment were necessary to the requirements of service was neither arbitrary nor capricious, that your Board should not substitute its judgment for that of the Carrier where it has been shown that Carrier's exercise of its discretion was neither arbitrary nor capricious, and, consequently, that your Board should deny the instant claims in their entirety.

The second paragraph of Clerks' Rule 15 (quoted in Carrier's Statement of Facts) is the agreement provision involved in this dispute. This rule prohibits starting or ending times of shifts between the hours of 12 Midnight and 6:00 A. M. "Except where necessary to meet the requirements of service . . ." It is the Organization's position that there was no requirement of service that necessitated starting or ending either of the subject assignments within the prohibited hours.

Carrier in accordance with its discretion under Rule 15, made the original determination that it was necessary to the requirements of service that the hours of the subject assignments be established as they were. In the case of the position of Rate, Bill and Train Desk Clerk, it was determined that the assigned hours of this position should coincide with the hours of the second shift engine at Yuba City (5:00 P. M. - 2:00 A. M., CDST) in order that the occupant of that position might make an end-of-shift yard check for the use of the first shift clerk coming on duty next morning. In the case of the position of Bill, Rate, Train Desk Clerk it was determined that the starting time of this shift should be 6:30 A. M., CDST (5:30 A. M., PST) in order that the occupant of this position would have one and one-half hours before the first shift engine went to work (8:00 A. M., CDST) within which to make a yard check and prepare lists for that engine. This assignment of hours existed from September 4, 1956 through September 30, 1956, the height of the perishable shipping season at Yuba City. Because of the large amount of traffic during this period Carrier determined that it would take the clerk a good hour and a half to check the yard and make his lists.

It is thus seen that Carrier's determination that the hours of assignment of the subject positions were necessary to the requirements of service was based on considerations of operating efficiency. In each instance the hours of assignment were integrated with other operating requirements of the terminal. If Carrier is to discharge its obligation to operate efficiently, it must be able to coordinate and integrate all of its operations in such a manner as to produce a service to the shipping public that is efficient, swift and as inexpensive as possible. To the extent that Carrier is precluded from so integrating its whole operation, by that amount will its end product, service to the shipping public, suffer.

In conclusion, Carrier emphatically reiterates that, in integrating its services and operations at Yuba City, the specific hours of assignment here complained of were an essential and necessary part of the production of the efficient operation Carrier strives (and is obliged) to offer to the shipping public. Carrier's determination that said hours of assignment were necessary to the requirements of service was neither arbitrary nor capricious. Your Board is not disposed to overturn reasonable exercises of discretion by a carrier and accordingly, the instant claims should be denied in their entirety.

OPINION OF BOARD: This is a dispute between The Brotherhood of Railway and Steamship Clerks and The Sacramento Northern Railway Company.

The petitioner and Carrier had agreed that Daylight Saving Time would be the official time for clerical employees. The petitioner alleges that Carrier violated the Agreement when it established positions with the ending time of 2:00 A. M., C.D.S.T. The Carrier contends that the requirements of the service established a need for those hours of service.

We cannot substitute our judgment for that of the Carrier. We do not find that Carrier acted in bad faith or unreasonably.

Rule 15 of the Agreement authorized the Carrier to establish these hours of service if the needs of the service required.

For the foregoing reasons, we find the Agreement was not violated.

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 15th day of March 1963.