

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS
(Pullman System)

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims for and on behalf of Conductor D. B. Harmon, Seattle District, regularly assigned conductor in Line 613 on U. P. trains No. 458-401, Seattle-Portland, that:

(1) The Pullman Company violated Rules 10 and 22 of the Agreement between The Pullman Company and its Conductors, when on November 9, 1946, Conductor Harmon was required to perform station duty at Seattle, from 7:00 A. M., his normal release time as shown on Operation of Conductors form dated November 5, 1946, until 8:15 A. M., same day, and

(2) Conductor Harmon should be credited and paid seven hours and thirty minutes (7:30) as provided in paragraph B of Rule 10 of the Agreement, for this station duty service. Rules 4, 5, 6, 12, 13, 15, 16, 20, 23, 24 and 64 are involved.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in the service of The Pullman Company, effective September 1, 1945. This dispute has been progressed in accordance with the Agreement and the decision of the highest officer of The Pullman Company, designated for that purpose, denying the claim, is shown as Exhibit No. 1. The essential facts in this case are as follows:

Effective November 9, 1946, Operation of Conductors Form 93.126 was issued covering Line 613 between Seattle, Washington, and Oakland, California. Conductor Harmon operated a regular assignment in this Line between Seattle, Washington, and Portland, Oregon, which called for conductor service as follows:

OUTBOUND—UP TRAIN NO. 458.

Home Terminal (Seattle)

Report for duty	3:10 P. M.
Receive passengers	3:25 P. M.
Depart	3:50 P. M.

Opposite Terminal (Portland)

Arrive	8:50 P. M.
Released from duty	9:05 P. M.
Elapsed time	5:55
Relief enroute	None
Time on duty	5:55

that the service performed by Conductor Harmon upon arrival in Seattle on November 9, 1946, was service in regular assignment and properly should be credited under the provisions of Rule 6. Further, the Third Division of the National Railroad Adjustment Board has already determined that service such as that performed by Harmon is service in regular assignment. In Award 3844 rendered on the claim of Conductor G. E. Smith, the Board ruled that such service was necessarily incident to release from the conductor's regular assignment rather than station duty as contended by the Petitioner. Conclusively, the Organization's claim in behalf of Harmon is without merit and should be denied.

Exhibits not reproduced.

OPINION OF BOARD: This claim is based on the violation of Rules 10 and 22 of the Agreement and the interpretation of those rules in conjunction with the application of Rules 4, 5, 6, 12, 13, 15, 16, 20, 23, 24 and 64 as they apply to the situation created by the facts in this case.

The fact situation is as follows: Conductor Harmon was required to perform station duty at Seattle, Washington on November 9, 1946. It is contended that his normal release time on the day in question was 7:00 A. M. He was not released until 8:15 A. M., and under the alleged violation of the rules of the Agreement the claim is for seven hours and thirty minutes as provided in (b) of Rule 10, which provides as follows:

"(b) When a regularly assigned conductor is required to perform station duty, load trains, or when called and reporting for road service and not used, such time shall be credited on the hourly basis and paid for in addition to all other earnings for the month, with a minimum credit of 7:30 hours for each call, except as provided in paragraph (d) hereof."

The excepting paragraph (d) is not directly in issue in this controversy.

On the day in question Conductor Harmon had been on assignment, the run being designated as Line 613, Seattle, Washington, to Portland, Oregon, and return, on Union Pacific trains 458 and 401. In Pullman operation there are two kinds of service, regular and extra, relating to the matter as to whether or not the same are covered by assignments. On the run in question there was a vacancy caused by the conductor in Line 633 missing connections with Union Pacific train 401 at Portland. This conductor was to remain with the cars at Seattle until the parked cars were vacated at 8:00 A. M. By reason of this fact Conductor Harmon had to remain with the cars until 8:00 A. M. and was on duty to 8:15 A. M. on November 9, 1946. Therefore, Conductor Harmon was used in service outside his assignment. This constituted extra work. It is contended that by reason thereof he should be paid as provided in Rule 10 (b) on an hourly basis as established by Rule 22. Crediting under Rule 6 as contended by the Carrier is not the proper method by reason of the facts in this case.

A study of the record, rules and exhibits in this case reveal that the crediting of hours as used by the Carrier was not proper and that The Pullman Company violated the rules of the Agreement as alleged.

The claim is sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe 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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 20th day of December, 1948.