

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE PULLMAN COMPANY

THE ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM

STATEMENT OF CLAIM: Local Chairman Paul Seeds of the Organization sets forth the following claim in a letter dated June 3, 1949, addressed to District Superintendent L. L. Weinbrenner, Fort Worth District:

"I respectfully ask adjustment of the following complaint.

The following was my assignment May 23-1949:

'Handle Line 3281 on Katy 25 to Waco, then handle line 3281 and extra cars on Katy 26 to Fort Worth, Time to be shown as continuous.'

I was instructed to show my time as continuous on my time sheet and I wrote it as instructed, however this is in violation of Rule 13 of the agreement between The Pullman Company and Conductors in the Service of The Pullman Company."

The Organization made this claim a part of a controversy concerning changes in rules governing working conditions of Pullman conductors by including it in the subject matter of a strike ballot distributed on March 18, 1950, by the Organization to Pullman conductors, as follows:

"Claim of the Order of Railway Conductors, Pullman System, for and in behalf of Conductor Paul Seeds of the Fort Worth District in which we contend that Rules 13, 14, 22, and 23 of the Agreement between The Pullman Company and its Conductors were violated when on May 23, 1949, he was given an assignment to operate on MK&T Train 25 with reporting time 9:15 P.M., departing at 10:40 P.M., to handle Line 3281, Fort Worth to Waco, Texas, and then handle Line 3281 and extra cars on MK&T Train 26 from Waco to Fort Worth, and instructed to show his time as continuous.

Conductor Seeds has been credited and paid 11 hours. We contend he should have been paid 7:30 hours, a minimum day, in each direction, or a total of fifteen hours. We now ask that he be credited and paid for four hours additional time.

The rules of the Agreement and National Railroad Adjustment Board, Third Division, Award 4659 supports the employees' position."

The Pullman Company contends that Rule 13 is inapplicable and that Rules 6, 14, 23 and 38 of the Agreement permit Management to couple extra road service trips outbound and inbound on a continuous time basis when

the terminals of the assignment are a district and an outlying point under the jurisdiction of that district, for which service a conductor is entitled to a minimum credit of 7:30 hours or actual hours worked in the event the assignment exceeds a minimum day.

FINDINGS: The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That no hearing thereon has been held, and under date of July 29, 1953, the complainant party addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case, which request is hereby granted.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 12th day of August, 1953.