

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

H. Raymond Cluster, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

SOUTHERN PACIFIC COMPANY (Pacific Lines)

STATEMENT OF CLAIM: Claim in favor of each steward, Northern District, commencing June 23, 1953 and for all subsequent dates, operating in Coffee Shop Cars, Trains Nos. 9 and 10, Shasta Daylight, for earnings they would have made had they operated first day Oakland Pier to Portland on Train No. 10 and second day Portland to Oakland Pier on Train No. 9, in lieu of earnings made when operating first day Oakland Pier to Eugene on Train No. 10 and second day Eugene to Oakland Pier on Train No. 9.

EMPLOYES' STATEMENT OF FACTS: Under date of June 23, 1953, the Carrier posted the following Bulletin:

"Bulletin No. 18 Oakland Commissary—June 23, 1953
(Bulletin closes Noon 7-3-53)

SOUTHERN PACIFIC COMPANY—PACIFIC LINES

BULLETIN OF POSITIONS OPEN AND
ASSIGNMENTS THERETO

The following positions are open for which applications should be submitted in writing.

3. Dining Car Steward's positions are open for the following run:

(Coffee Shop)

DAY	TRAIN	REPORT	RELEASED
1	10	Oakland Pier 8:00 AM	Eugene 8:40 PM
2	9	Eugene 10:10 AM	Oakland 10:45 PM

Normal round trip time allowance 25 hours 15 minutes. 6
round trips each calendar month will be made by extra steward.

ALL TIME AS SHOWN IS PACIFIC STANDARD TIME.

All data herein submitted have been presented to the duly authorized representative of the employees and are made a part of the particular question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier operates Trains 9 and 10 between Oakland Pier, California and Portland, Oregon. This train carries a dining car and a coffee shop car and during most of the year one steward is assigned to each. In 1950, during the period of peak travel on this train—between June and September—Carrier assigned an additional steward to the coffee shop car for the entire round trip, Oakland to Portland and return. A similar assignment was made in 1951 and again in 1952.

However, for June to September, 1953, instead of bulletining a second coffee shop steward assignment from Oakland to Portland and return, the assignment was bulletined for Oakland to Eugene, Oregon, with a layover at Eugene from 8:40 P. M. until 10:10 A. M. next morning, when the steward rejoined the train as it came through Eugene en route from Portland to Oakland. Whereas the normal round trip time allowance Oakland-Portland-Oakland was 34 hours, the normal allowance Oakland-Eugene-Oakland was only 25 hours 15 minutes.

The claim is for the difference between earnings actually made by stewards on the Oakland-Eugene assignment and earnings they would have made had the assignment been all the way to Portland as in the three previous years.

Claimants cite **Rule 2, Hours of Service—Time Allowances, Rule 7. Bulletins—New Positions—Vacancies**, and various parts of the Rules and Regulations of Dining Car Service. All of these rules are set forth above in the Employees' Statement of Facts.

Although the record contains a great deal about the performance of steward duties by porters, we do not see that this has any relevance to the dispute before us; the conditions referred to existed all during that part of the year when there was no extra steward at all, and was not caused by the changed assignment. The pertinent arguments made by claimants are two—first, that the change in the assignment by the Carrier amounted to an arbitrary change in working conditions contrary to Section 6 of the Railway Labor Act; and second, that since the coffee shop car on Trains 9 and 10 operates through between Oakland and Portland, Eugene cannot be construed as a lay-over terminal under Rule 2 (d), and therefore the extra steward must be paid for continuous time from leaving Oakland until he would be released at Portland, which is the proper layover terminal. Neither of these contentions finds any support in the Agreement. The first contention would lead to the result that every time the Carrier wishes to change an assignment or bulletin a new one, it will have to serve thirty days' notice thereof to the Organization. This is patently incorrect. Specific assignments are not working conditions. The method of advertising them and the method of filling them are working conditions and covered by agreement rules. But the agreement nowhere specifies that the Carrier may not change assignments or institute new ones as its operations require.

Similarly, Rule 2 (d) does not specify how layover terminals are to be determined; it merely specifies how employees are to be paid for time released at such layover terminals. We can find no support in the language of the rule for claimants' contention that the layover terminal for this assignment could only be Portland, the terminal for the run. Nor is there evidence in the record to establish that "layover terminal" must be given this meaning. The Carrier had a right to determine that in 1953, an extra steward assignment was needed Oakland to Eugene, just as it had determined in 1950 that an extra steward assignment was needed Oakland to Portland. Having so determined, the Carrier bulletined the assignment in accordance with the rules,

it was filled according to the rules and the claimants were paid in accordance with the rules.

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 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: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois this 17th day of November, 1955.