

Award No. 10709

Docket No. PC-11411

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

Robert J. Wilson, Referee

PARTIES TO DISPUTE:

**ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN,
PULLMAN SYSTEM**

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors and Brakemen, Pullman System, claims for and in behalf of Conductor T. E. Rood, Indianapolis Agency, that the Company violated Rules 9, 15, 36, 38 and 61 of the Agreement between The Pullman Company and its conductors, when:

1. On October 19, 1957 Conductor Rood, who was regularly assigned to PRR trains 20-40-574 outbound and PRR trains 59-31-21 inbound, was held in Washington, D. C. from the time he was released, beyond his proper scheduled layover which would have been 3:30 P. M. same date, until 3:30 P. M. Sunday, October 20, and then returned from Washington to Indianapolis, Ind., on another side of the run, which was outside of his assignment.

2. We now claim held-for-service time in Washington from 3:30 P. M. October 19 until 3:30 P. M. October 20, under the terms of Rule 9.

3. We further contend that when Conductor Rood arrived in Indianapolis on October 21 he was outside his assignment and was due held-for-service time in Indianapolis, under the provisions of Rule 9.

Rules 21, 33 and the Memorandum of Understanding Concerning Annulment of Runs are also involved.

EMPLOYES' STATEMENT OF FACTS:

I.

There is an Agreement between the parties, bearing the effective date of September 21, 1957, and amendments thereto on file with your Honorable Board, and by this reference is made a part of this submission the same as though fully set out herein.

OPINION OF BOARD: Claim was made for and on behalf of conductor Rood, Indianapolis Agency that Rules 9, 15, 36, 38 and 61 between The Pullman Company and its Conductors were violated on October 19, 1957.

The rules or pertinent parts thereof involved in this case read as follows:

"RULE 9. Held for Service. (f) A conductor used in a regular assignment for a one-way trip to an away-from-home station, which however is the home terminal of that assignment, may be held at such station not to exceed 13:40 hours without credit or pay, after which, if not used in road service, held-for-service time will accrue as provided in paragraph (b).

"Q-4. Shall a regularly-assigned conductor who has been held at the away-from-home terminal of his assignment and who consequently does not return to his home station on his scheduled train be credited and paid held-for-service time, as provided in paragraph (a), starting immediately upon being released at his home terminal?

"A-4. Yes, provided the train on which he was scheduled to return carried Pullman equipment in service.

"Q-9. Shall a regularly-assigned conductor be credited and paid held-for-service time on return to his home station, as provided in paragraph (a), when completing only a portion of the return trip of his regular assignment?

"A-9. Yes, because there is no layover in the home station for incompleting regular service."

"RULE 15. Layovers in Regular Assignment. Specific layovers shall be prescribed in operating schedules for regular assignments."

"RULE 31 (a) * * * Known details of regular assignments, such as service hours, length of layover periods at home station and at away-from-home station and train numbers, shall be shown in bulletins at the time runs are posted for bid."

"RULE 36. Continuance in Regular Assignment. A conductor operating in regular assignment shall not be used in service outside his assignment except in emergency and as provided in paragraph (d) of Rule 38.

"Q-1. May a conductor who is operating in regular assignment, who has missed his return trip at his opposite terminal, be used in service toward his home terminal as provided in Rule 38?

"A-1. Yes, provided the uniform release time has expired. However, he shall not be used in a regular assignment operated by the away-from-home district.

"Q-2. Shall a conductor who is operating in regular assignment, who arrives at his opposite terminal after the scheduled reporting time for his return (inbound) trip, be permitted to return in his regular assignment?

"A-2. Yes, provided the uniform release time for the outbound trip expires before departure of his train.

"Q-3. May a conductor who is operating in regular assignment be used out of his assignment at his opposite terminal on a train departing before his specified layover expires?

"A-3. No, except in an emergency.

"MEMORANDUM OF UNDERSTANDING CONCERNING
ANNULMENT OF RUNS.

"It is hereby understood and agreed by and between The Pullman Company and its conductors represented by the Order of Railway Conductors and Brakemen, Pullman System, that Management shall not annul a run which is discontinued for any reason for only one day (24 hours).

"If an assignment in a run or a run does not operate for any reason for only one day, the conductor shall be credited and paid held-for-service time as provided in Rule 9.

"It is, however, further understood that Management shall not annul a run which is discontinued for only two days (48 hours) because of any of the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. If an assignment in a run or a run does not operate because of annulment on any of the holidays above listed for only two days, the conductor or conductors shall be credited and paid held-for-service time as provided in Rule 9.

"Re-executed at Chicago, Illinois, this 21st day of September, 1957."

"RULE 61. Posting 'Operation of Conductors Form, (Form 93.126), shall be posted in places accessible to those affected and a copy of each such form shall be furnished to the General Chairman of the Organization at the time posted. A run covered by an 'Operation of Conductors Form' (form 32.126) shall remain in effect until canceled by bulletin."

The Indianapolis operation designated as Line 6584 was operated between Indianapolis and Washington on Trains 20-40-572 outbound and Trains 59-31-21 inbound. The Conductors Form showed trains outbound 20-40-574 operating daily except Saturday and inbound Trains 59-31-21 daily except Saturday.

On the Conductors Form under remarks it notes 24 hours additional layover each week due to non-operation on Saturday.

The Conductor who arrives on Saturday is required to remain in Washington for an additional 24 hours.

The Carrier takes the position that since Line 6584 did not operate on Saturday the regularly assigned Indianapolis Agency Conductor received a 24 hour layover in addition to the layover time away from home accruing to the trip.

Claim was filed that Conductor Rood was held beyond his proper layover and was used outside his regular assignment in violation of the Agreement.

The record in our opinion reveals that Train 59 carrying Line 6555 operated daily not withstanding the fact that it was stated in the Conductors Form as operating daily except Saturday.

It appears that Train 59 has been bulletined to carry two Conductors, one Conductor run being operated by Indianapolis Agency Conductors and the other by Chicago West Conductors.

It also appears to us that Conductors are assigned to trains rather than lines alone.

We do not believe that the fact that under remarks in the Conductors Form that the Carrier made the notation that there would be a 24 hour layover would negate the fact that Conductor Rood's assignment did operate on a daily basis. We believe the form was improper.

It is our conclusion that under the facts and circumstances of this case that the Agreement was 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 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of July 1962.