

Award No. 11853
Docket No. PC-13880

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

THE PULLMAN COMPANY

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

STATEMENT OF CLAIM: The Statement of Claim as expressed by the Order of Railway Conductors and Brakemen, Pullman System, in its letter of appeal, dated September 19, 1961, to the highest appeals office of The Pullman Company, is as follows:

"... claim of the Order of Railway Conductors and Brakemen, for and in behalf of Conductor H. N. Chancey, Penn Terminal District, in which we contend that The Pullman Company violated the rules of the Agreement between The Pullman Company and its Conductors when:

1. It failed to allow Conductor Chancey for performance of station duty in the Penn Terminal District under date of April 8, 1961.

Conductor Chancey's time sheet for the period ending April 11, 1961 shows an entry for the performance of station duty after he arrived in Penn Terminal Station on PRR train 106 and was required to perform station duty beyond his normal release time.

2. We now ask that he be credited and paid in accordance with Rules 10 and 22 of the Agreement.

CARRIER'S STATEMENT OF FACTS: In April, 1961 Conductor H. N. Chancey, Penn Terminal District, regularly operated in Line 6813, which is carried on "The Florida Special" between New York and Miami, Florida.

On April 8, 1961, "The Florida Special" arrived in New York with two conductors assigned to it in regular operation, Conductor Chancey in charge of the forward cars and Conductor C. H. Kincade, Penn Terminal District, in charge of the rear Pullman cars. According to the record, "The Florida Special" stopped short of the station at 11:09 P. M., April 8, and Conductor Chancey requested the Pennsylvania Railroad that the train be moved ahead to facilitate unloading the last two Pullman cars on the train.

The record is clear that Conductor Chancey was required to perform work in Penn Station after expiration of his established layover. He should be credited and paid as provided in Rules 10 (b) and 22.

The facts in this case, the rules of the Agreement, identical claims settled under the rules, and Awards referred to clearly and definitely require that the position of the Employees be sustained.

The claim should be sustained.

All facts submitted have been presented to the Carrier and made a part of this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was one of two conductors on "The Florida Special" which arrived in New York on April 8, 1961. The train was due to arrive in New York at 6:15 P.M. Instead, it pulled into the station at 11:09 P.M. The train stopped short so that the rear two cars did not reach the platform. Claimant and the other conductor notified the Station Master. The train moved forward after passengers and baggage had been unloaded from the cars that had reached the platform. That was about 11:45 P.M. and the train was released at 11:50 P.M.

Claimant contends that he is entitled to 6:50 hours pay under the provisions of Rule 10(b) because he was required to perform station duty from 11:09 P.M. when the train arrived in the station until 11:50 P.M. when he was released from service. Rule 10(b) reads 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 6:50 hours for each call, except as provided in paragraph (d) hereof."

Paragraph (d) of Rule 10 is not applicable.

The identical question involving the same parties (even the same Claimant), and the same Agreement was considered by this Division in Award 10995 (Hall) wherein we sustained the claim. We have carefully reviewed the facts and the applicable Rules of the Agreement and we are obliged to conclude that Award 10995 is not palpably wrong or erroneous in its interpretation.

The mere fact that there were two conductors on the train does not alter the situation. The record shows that Car Glen Cedar, assigned to Claimant, was the rear car of the train. At the hearing on August 16, 1961, Claimant suggested that the Company consult the copy of Form 220 Report submitted to the Pennsylvania Station in New York. The evidence is conclusive that Claimant was not released from service until 11:50 P.M.

For the reasons herein stated there is merit to the claim.

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 Company violated the Agreement.

AWARD

Claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1963.

CARRIER MEMBERS' DISSENT TO AWARD 11853
DOCKET PC-13880

Award 11853 is in error in sustaining the instant Claim under Rule 10(b), which rule, in plain and unambiguous language, applies to regularly assigned conductors required to perform station duty, load trains or when called and reporting for road service and not used, etc., whereas the trip of Claimant's regular assignment was not completed until the final stop which placed the last two cars of the train at the station platform.

For the foregoing reasons, among others, we dissent.

R. E. Black
R. A. DeRossett
W. F. Euker
G. L. Naylor
W. M. Roberts