

Award No. 14231
Docket No. PC-15666

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Herbert Schmertz, 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 E. J. Spiers, Pittsburgh District, that:

1. Under date of September 15, 1964, there was an assignment on B&O train No. 10, Pittsburgh to Washington and return, with a reporting time of 8:15 P. M. The Company employed Conductor Laux on the morning of September 15th, and only gave him 6:00 hours' instructions and assigned him to B&O train No. 10 during the signout period of September 15th.

We contend that Conductor Laux was not eligible for this assignment. We hold that the Company violated Rule 62 of the Agreement between the Company and its Conductors.

2. Because of this violation, we now ask that Conductor Spiers be credited and paid for a trip Pittsburgh to Washington, reporting in Pittsburgh for B&O train No. 10 on September 15th.

Rules 38, 55 and 2 are also involved.

EMPLOYES' STATEMENT OF FACTS: There is an Agreement between the parties, bearing the effective date of September 21, 1957, revised January 1, 1965, 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.

I.

On September 15, 1964, the Company employed Mr. Laux, as a conductor.

Conductor Laux, thus employed, was placed under instructions for a period of 6:00 hours. At the end of this 6:00 hour period of instruction, he was placed on the Pittsburgh District extra board, with 90:00 assessed hours, in accord-

The record shows that hearing was held on the claim in the office of Superintendent Holland, Pittsburgh District, on November 17, 1964. A copy of the transcript of hearing is attached as Exhibit A.

Superintendent Holland rendered his denial decision under date of December 3, 1964, in which he stated that his study of the facts developed in the hearing on November 17, 1964, led him to conclude that no rule of the working Agreement was violated in the manner in which Conductor Laux was assigned to service on September 15, 1964 (Exhibit B).

Under date of December 23, 1964, General Chairman A. G. Wise progressed the claim in behalf of Conductor Spiers on appeal to the Company's Appeals Officer. General Chairman Wise alleged violation of Rule 62, Instruction Period of the Agreement. A copy of Mr. Wise's letter of appeal is attached as Exhibit C.

Following conference on appeal February 25, 1965, the Appeals Officer rendered his denial decision in letter dated March 4, 1965 (Exhibit D).

The Organization progressed the claim on appeal to the Third Division, National Railroad Adjustment Board, under date of July 12, 1965, alleging violation of Rule 62 and specifying Rules 38, 55 and 2 as also involved (Exhibit E).

OPINION OF BOARD: The Organization contends that the assignment of Conductor Laux after 6 hours of training constituted a violation of Rule 62 in that a training period of such duration was not "reasonable" as contemplated by that clause. The Organization further pointed out that the Carrier by assigning a supervisor to travel with Conductor Laux recognized his lack of qualification.

After a review of Rule 62 it is this Board's conclusion that no violation has occurred. Rule 62 in effect provides a dual protection — first to the Organization and employees by guaranteeing them a sufficient period to train and learn the job, and second to the Carrier by limiting the period he is obligated to train a person.

This case does not fall within either of these categories. Rather the claim in essence is that the grievant was denied a work opportunity because the Carrier prematurely assigned Conductor Laux.

Considering Conductor Laux's forty years of work in various capacities for the Carrier, we are unable to conclude that he could not qualify with 6 hours of training. This case may well be unique because of Laux's long work period, but based upon these facts, we cannot conclude that a violation resulted. Under Rule 62 the Carrier has the right to determine when a man is qualified with the proviso that he must be "placed under instruction for a reasonable period." Within the content of the facts of this case, we cannot conclude that 6 hours was unreasonable.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of March 1966.