

Award No. 14757  
Docket No. PC-15372

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur Stark, Referee

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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 H. S. Hines, Norfolk Agency, that:

1. Rule 9 (a) of the Agreement between The Pullman Company and its Conductors was violated on June 14-15, 1964, when the Company, in proffering settlement for an assignment improperly withheld from Conductor Hines, declined to pay the full amount due him under the rules of the Agreement between The Pullman Company and its Conductors.

2. Because of this violation, we now ask that Conductor Hines be credited and paid 12:00 hours' held-for-service time under applicable rules of the Agreement in addition to the sums already paid to him in connection with the assignments improperly withheld from him on June 13, 1964.

**EMPLOYES' STATEMENT OF FACTS:** There is an Agreement between the parties, and amendments thereto, bearing the effective date of September 21, 1957, revised January 1, 1964, 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.

The basic facts in this dispute are as follows:

On June 13, 1964, two Pullman cars operated in service on Seaboard Railroad Train #9 from Hamlet, N. C. to Columbia, S. C.

Train #9 originates in New York City, and operates from New York to Washington, D. C. on the Pennsylvania Railroad as Train #155, at which point the train is delivered to the RF&P Railroad, which operates the train as its #9 from Washington, D. C. to Richmond, Va. The Seaboard Railroad then operates this train from Richmond to Miami, Fla.

On June 13, 1964, there was in effect a conductor run, identified for ac-

ductor Hines adjustment to represent compensation for a deadhead trip Norfolk-Hamlet, for an extra service trip Hamlet-Columbia, and for a deadhead trip Columbia-Savannah, in accordance with the provisions of paragraph (3) of the Memorandum of Understanding Concerning the Manner in Which Conductors Shall Be Paid When 2 or More Pullman Cars Operate in Service Without a Conductor, appearing on pages 59-60 of the effective working Agreement, excluding payment for any held for service (Exhibit A, p.p. 3 and 4).

Hearing was held on the claim on October 15, 1964, and copy of transcript of hearing is attached hereto as Exhibit A.

Under date of November 4, 1964, Agent-Foreman Cross rendered decision on the basis of the facts set forth in the transcript of hearing held before him on October 15, 1964. Mr. Cross stated that he could not agree that Conductor Hines was entitled to held for service time claimed but he would arrange an adjustment in behalf of Conductor Hines for deadhead and extra service amounting to 24 hours arrived at as follows:

Initial deadhead trip Norfolk-Hamlet	9:00 Hours
Extra service trip Hamlet-Columbia	6:00 Hours
Deadhead trip Columbia-Norfolk	9:00 Hours
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Total	24:00 Hours

Mr. Cross further stated that he could not accede to Conductor Hines claim for held for service time and that this portion of the claim was denied (Exhibit B).

Under date of November 24, 1964, General Chairman A. G. Wise progressed the claim for the 12 hours held for service time to the Company's Appeals Officer (Exhibit C).

Under date of January 4, 1965, Appeals Officer R. J. Wurlitzer wrote General Chairman Wise and stated that he found no merit to the reasons advanced in the conference held with the General Chairman on December 22, 1964, as to why Conductor Hines should be allowed payment for 12 hours held for service. The Appeals Officer stated that the position of the Company on the claim was found to be properly set forth in the hearing transcript, and he concurred in Agent-Foreman Cross' denial decision (Exhibit D).

The Organization progressed the claim on appeal to the Third Division, National Railroad Adjustment Board, in letter dated March 2, 1965 (Exhibit E).

(Exhibits not Reproduced.)

**OPINION OF BOARD:** The issue here concerns the appropriate compensation to be paid Claimant Hines as a result of the Company's failure to assign a conductor to S.A.L. Train No. 9 on June 13, 1964. The Organization contends that Conductor Hines should have been compensated for 30 hours; Management has awarded him 24 hours' pay.

At the time this grievance arose, the Washington District customarily assigned one of its extra conductors to S.A.L. Train No. 9 whenever extra cars were operated out of Washington to Columbia, S. C. On June 13, 1964 two

Pullman cars in military service operated together without a conductor on S.A.L. Train No. 9 from Hamlet, N. C. to Columbia, S. C. They had been handled into Hamlet by a regular Pennsylvania Terminal District conductor from New York. The Washington District neither protected the situation out of Washington (as was normally the case) nor did it notify the Norfolk Agency (which has jurisdiction over work arising at Hamlet) to deadhead a Norfolk conductor to Hamlet to cover the Hamlet-Columbia trip.

Local Chairman Hines, Norfolk Agency, was the regular conductor on layover in Norfolk on June 12. No extra conductors were available that day. Mr. Hines submitted a claim for compensation, based on the Company's violation of Rule 64 (a) ("Pullman Conductors shall be operated on all trains while carrying, at the same time, more than one Pullman Car \* \* \*"). The claim:

Deadhead Norfolk to Hamlet	9 Hours
Extra Road Service, Hamlet to Columbia (Minimum Day)	6 Hours
Deadhead Columbia to Norfolk	9 Hours
Held for service Norfolk, 7:20 A. M. June 14, until 4:30 P. M., June 15	12 Hours
Total	36 Hours

The Company agreed to pay Claimant Hines for 24 hours, but refused to pay for the 12 hours representing held-for-service time. The dispute before us is limited to the claim for those 12 hours.

The Organization contends that Mr. Hines is entitled to receive what he would have earned had he been given the extra road service on June 13. Had he received the Hamlet-Columbia assignment he would have returned to Norfolk and been released on June 14 at 7:20 A. M. Consequently, he would have missed his regular assignment and not reported back on it until 4:30 P. M. on June 15. Had this occurred, Mr. Hines would have received 12 hours' pay under Rule 9 (a):

"A regularly assigned conductor held at home station by direction of Management beyond expiration of layover shall be allowed hourage credit and pay up to 6:00 hours for each succeeding 24 hour period \* \* \*"

The Organization cites Awards 4562, 7067 and 7665 in support of its contention.

Carrier asserts that Rule 9 (a) is not in point since, in fact, Mr. Hines was not held at his home station beyond expiration of a layover and he did report for duty at 4:30 P. M. on June 13.

The decision here, in our judgment, turns on the application of the parties' Memorandum of Understanding Concerning Compensation for Wage Loss, which declares in its second paragraph:

"Similarly, it is understood that if a Pullman conductor presents a claim that he was not given an assignment to which he was entitled under the applicable rules of the Agreement, effective Septem-

ber 21, 1957, and that claim is sustained, he shall be paid for the trip he lost in addition to all other earnings for the month."

The key question, then, is whether the word "trip" includes held-for-service time in the case at hand. Interestingly, in Award 4562 the Board stated that the word "trip" in the Memorandum cited above "must be considered as synonymous with work or assignment \* \* \*" In Award 7067 the Board said that the Memorandum, properly construed, "requires that a conductor who has been wrongfully deprived of an assignment shall be paid a sum equal to that earned by the conductor who was improperly given the assignment." In Award 13768 the Board ruled that held-for-service time is not part of a "trip".

There is no doubt that held-for-service time was not part of the assignment which Claimant Hines lost. Thus, an extra conductor receiving the assignment would not have been entitled to payment for such time. (There is no evidence, incidentally, that the Norfolk Agency deliberately ignored Mr. Hines; rather, the record indicates, it was unaware of the need to assign a conductor. It cannot be said, therefore, that the Company failed to assign Mr. Hines simply to avoid paying for held-for-service time which, if true, might place a different complexion on this case).

Under all these circumstances, and notwithstanding the Findings in Award 7665 (which, the record indicates, has not been followed in subsequent proceedings), the claim should be denied.

**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 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.

#### A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 16th day of September, 1966.

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