

Award No. 8570
Docket No. PC-8665

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Arthur W. Sempliner, 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 Extra Conductor A. W. Hyatt, San Antonio District, that:

1. Rule 22 of the Agreement between The Pullman Company and its Conductors was violated by the Company in auditing Conductor Hyatt's Time Sheet for the first half of July, 1955, specifically in connection with payment for hours credited under date of July 2, 1955. Rules 6, 12 and 14 are also involved.

2. Conductor Hyatt's Time Sheet for the second half of July, 1955, be recomputed and this Conductor paid 40 minutes under Rule 22 in connection with his release of less than one hour at his home terminal, Odem, Texas, on July 2, 1955.

EMPLOYES' STATEMENT OF FACTS:

I.

On July 2, 1955, Conductor Hyatt was an Extra Conductor working in a part time regular assignment in Line 3641. This assignment was covered by an Operation of Conductors form which specified that the Conductor perform the following round trip:

Report Odem (home terminal)—2:55 A.M.
Release Brownsville (away-from-home terminal) 8:05 A.M.
Report Brownsville (away-from-home terminal) 7:30 P.M.
Release Odem (home terminal) 12:50 A.M.

It will be noted that the scheduled release at the home terminal between round trips was from 12:50 A.M. to 2:55 A.M., or 2:05 hours.

On July 2, 1955, however, Conductor Hyatt (because of late train arrival) was not released at his home terminal, Odem, until 2:15 A.M. He again reported for duty at Odem at the scheduled reporting time of 2:55 A.M.

by the Organization. The Organization's claim obviously is an attempt to change the function of Rule 14 from a "nondeduction" or "crediting rule" to a "pay" rule.

The Company affirms that all data presented herewith and in support of its position have heretofore been presented in substance to the employe or his representative and made a part of this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant on July 2, 1955, was an extra conductor working part time on a regular assignment with required:

Report Odem (Home Terminal) 2:55 A.M.

Release Brownsville (opposite terminal) 8:05 A.M.

Report Brownsville (opposite terminal) 7:30 P.M.

Release Odem (home terminal) 12:50 A.M.

The time between round trips as scheduled 12:50 A.M. to 2:55 A.M. was 2:05 hours. On July 2, 1955, because of late train arrival, the claimant was not released until 2:15 A.M. leaving but 40 minutes until he was to again report.

Rule 14 reads—

"Release Less than One Hour. When release from duty is less than one hour, no deduction shall be made from the continuity of time."

The Organization claims that payment for the forty minutes above described and earned under Rule 14 should be paid for separate and distinct from the round trips under Rule 22 which reads:

"Conductors shall be paid at their respective established hourly rates for all hours credited each month for extra road service, deadhead on cars, deadhead on passes, extended special tours, station duty, witness duty, held for service, called and not used and all other non-road service. Time credited in excess of 220 hours each month shall be paid for at the rate of time and one-half."

The Organization's position is that Rules 6, 14 and 22 would, if considered jointly, require this forty minutes of credited time to be considered as separate non-road service time, as if claimant had been assigned station duty or other work, and compensated accordingly.

The claimant's argument is not convincing. The 40 minutes in dispute takes its inception from Rule 14. Rule 14 uses the word **continuity** as its key. ("No deduction shall be made from the continuity of time".) The word continuity has a flow so that it is defined as a quality of being continuous. It implies a sequence, or connection. Here, the only sequence or connection is with the road service just completed or the road service to begin. Which one is of small consequence. If the train had been an additional forty minutes later than it was, the question would have been avoided as the time involved would have been part of the preceding trip. Rule 14 still makes it so, and the claimant having been so credited for the time the claim must fail.

Award 6566 does not apply as the facts, while similar in some respects, are materially different in others. In Award 6566 the claimant completed one

assignment and was released. He was then given a new assignment. In the instant case, the claimant's assignment was known well in advance and all part of the same operation form. The arguments advanced in the opinion of Award 6566 are not convincing to us, and it contains no explanation of the syntax of Rule 14 on which the award is necessarily based.

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 Employee involved in this dispute are respectively carrier and employee 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: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December, 1958.