

Org. file 133-43-161
Co. file TRN 24-199

DECISION No. 3229
CASE No. 90-ORC&B (Condr-Train)
Supplemental List No. 10

SPECIAL ADJUSTMENT BOARD NO. 18
(Train and Yard Service Panel)

PARTIES TO DISPUTE: Order of Railway Conductors and Brakemen
Southern Pacific Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of Shasta Division Conductor F. R. Holcomb, and Brakemen R. B. Davison, G. L. Huck and E. P. Wiggs, for 100 miles, 1 hour 45 minutes initial switching; 1 hour 25 minutes final terminal delay; and 4 hours 05 minutes account unloading cinders, at the applicable rates of pay, in lieu of allowance made, November 14, 1956.

STATEMENT OF FACTS: Conductor F. R. Holcomb, Brakemen R. B. Davison, G. L. Huck and E. P. Wiggs, hereinafter referred to as claimants, operating on Klamath Falls-Alturas pool freight assignment 233, were brought on duty at Alturas, at 7:15 AM, November 14, 1956, for train Extra 6171 East, departed 9:10 AM, arrived Klamath Falls 5:00 PM, and went off duty at 6:25 PM.

Subsequent to reporting for duty at Alturas at 7:15 AM on date involved, claimants performed switching until air was tested on their train at 9:00 AM.

While en route from Alturas to Klamath Falls on date involved claimants unloaded cinders at Milepost 473 for two hours from 10:00 AM to 12:00 Noon, and at Milepost 509 for 2 hours 5 minutes from 1:45 PM to 3:50 PM; thus they were engaged in work train service a total of 4 hours 5 minutes.

For the above-described service performed on pool freight assignment 233, claimants were allowed 100 miles, 3 hours 10 minutes at overtime rate and 55 minutes at through freight rate of pay for the conductor and work train rate of pay for the brakemen.

Insofar as conductors are concerned, through freight rate of pay is higher than work train rate of pay in the territory between Klamath Falls and Alturas while the work train rate for brakemen operating in that territory is higher than through freight rate.

Petitioner has handled with carrier claim in behalf of claimants for 100 miles, 1 hour 45 minutes initial terminal switching, 1 hour 25 minutes final terminal delay, and 4 hours 5 minutes account unloading cinders, all at the applicable rates of pay in lieu of allowance made for service performed November 14, 1956.

DECISION: Insofar as the claim of Conductor F. R. Holcomb is concerned, the parties to the agreement have agreed to waive NOTE appended to Article 43, Section (a), Conductors' Agreement, and permit this Board to render a decision on the merits of the claim as the facts relate to the agreement provisions involved.

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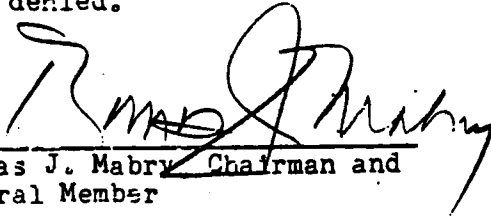
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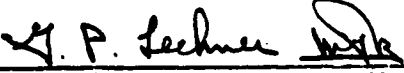
As we understand the language, and the examples thereunder, as contained in said Section (a), Article 43, Conductors' Agreement, also Article 39, Section (a), Trainmen's Agreement, if conductors and trainmen in through freight or passenger service earn overtime under the computations provided for under the governing rules of the Conductors' and Trainmen's Agreements, then any segregated payment made for another class of service performed en route would be reduced by an amount of time equal to the amount of overtime earned.


In the instant case the claimants were properly allowed 100 miles, 3 hours 10 minutes overtime for the tour of duty, independent of the work train service performed. This being true, the carrier would be entitled to deduct 3 hours 10 minutes from the 4 hours 5 minutes consumed performing work train service en route, leaving a segregated payment of 55 minutes, which has been paid.


Since the claimants have been compensated in accordance with what is stated above, the claim presented is not valid.

The claim is denied.


Thomas J. Mabry, Chairman and
Neutral Member


G. P. Lechner, Employee Member


H. A. Teal, Carrier Member


J. J. Concoran, Employee Member


J. D. Lawson, Carrier Member

San Francisco, California
December 31, 1960