Award No. 511

Docket No. PM-517

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur M. Millard, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: "The particular question herein involved is the denial to John Howell of his seniority rights in the Detroit, Michigan, District, by The Pullman Company."

EMPLOYES' STATEMENT OF FACTS: John Howell is shown on the porters' seniority roster for the Detroit District with a seniority date of December 8, 1923.

On April 1, 1925, The Pullman Company acquired certain parlor car service from the Pere Marquette Railway and with this service took over three porters including C. Grayson whose name appears on the Detroit District roster with a seniority date of May 1, 1901, the date he was employed as porter by the Pere Marquette Railway.

On October 22, 1936, after being displaced from his regular assignment by Porter W. R. Brownlee whose seniority date is December 5, 1923, Porter John Howell claimed seniority over Porter C. Grayson and claimed the right to displace him on Line No. 1850 but was denied.

There is in evidence a revised agreement between the parties bearing effective date of June 1, 1929, the following rules of which are cited as having a bearing on this case:

"RULE 4 (a)

"The principle of seniority is sound and should be adhered to. It should be so applied as not to cause undue impairment of the service.

"The seniority of a porter or maid which is understood in this agreement to mean his or her years of continuous service from the date of last time employed, shall be confined to the district where he or she is employed.

"(b) When such employes are permanently transferred from one district to another, their seniority in the district to which transferred will begin with the date of transfer and they will lose all seniority in the district from which transferred. Employes will not be compelled to accept a permanent transfer to another point.

"(d) Separate rosters showing seniority of the respective classes of employes covered by this agreement will be revised and posted in

any agreement between the Company and its porters. Porter Howell's seniority continued to be shown as December 8, 1923 on each succeeding roster posted annually in the Detroit District.

Effective April 1, 1925, The Pullman Company, upon request of the Pere Marquette Railway, took over the operation of parlor car service on certain of the railway company's trains between Detroit and Grand Rapids and substituted Pullman parlor cars for the railroad parlor cars previously operated thereon. At the same time, The Pullman Company took over from the Pere Marquette Railway Company at Detroit porters C. Grayson, T. S. Jefferson and W. H. Starks, who had been in service on the railway parlor cars between Detroit and Grand Rapids for many years, and it was understood and agreed that those porters would be retained in the service in which they had operated and would be given credit by The Pullman Company for their periods of employment by the railway company since the dates of their last employment respectively, the same as though they had been in the service of The Pullman Company from such dates.

OPINION OF BOARD: The question involved in this claim is based upon the taking over by the Pullman Company on April 1, 1925 certain parlor car service formerly operated by the Pere Marquette Railway, and with this service several porters including porter C. Grayson with a seniority date of May 1, 1901, the date he was employed as porter by the Pere Marquette Railway.

At the time the Pere Marquette parlor car service was taken over by The Pullman Company, the employes taken over with the service were permitted to retain the seniority date they had earned with the Pere Marquette Railway, and this was carried over into the Detroit District, into which the service had been incorporated, in the seniority roster posted in that District in 1926.

On October 22, 1936, porter Howell, the claimant in this dispute, and having a seniority date of December 8, 1923, was displaced from his assignment by a porter holding greater seniority, and in turn attempted to displace porter Grayson of the same district, on the claim that the carrier was in error in allowing the transfer of the seniority rating earned by Grayson with the Pere Marquette Railway into the seniority roster of the Pullman Company, as evidenced by the seniority roster posted currently in the Detroit District since 1926.

Rule 11 has no bearing on the question at issue. Rule 4 paragraph (a) is intended to establish the basis of seniority and its limitations, while Rule 4, paragraph (b) is to establish the seniority of porters who of their own violition, or by their own act and desire, transfer their services from one established district to another, either to secure a change of location, a betterment of employment, or for other conditions incident or necessary to the welfare and contentment of the individual; and does not apply to porters or employes who, along with the line or carrier in which their seniority was primarily earned, are transferred, merged or absorbed into the line or organization of another as a reward for service rendered, but through causes beyond their individual control.

In the application of the rules cited as they apply to the question at issue in this instant claim, no transfer of porters was made according to the proper application and interpretation of the agreement between the parties, and such change as was made was an absorption or merger of one line into another by the action of the carrier in which none of the rules of seniority or transfer contained in the agreement were changed or affected.

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 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 under the conditions outlined in this claim the carrier was justified in denying porter Howell the right to displace porter Grayson in the seniority roster of the carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary.

Dated at Chicago, Illinois, this 7th day of October, 1937.