

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Adolph E Wenke, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims for and in behalf of Conductor E. F. Snead, Pennsylvania Terminal District, that he was wrongfully suspended from active service for a period of seven days, from 9:30 A.M. January 19 to 9:30 A.M. January 26, 1946. It is requested that his record be cleared of this suspension and that he be compensated for any earnings lost during the period named.

OPINION OF BOARD: For rendering improper service to, and failing to show a proper consideration for passengers, the claimant employe, E. F. Snead, was penalized by a seven (7) day suspension and brings the record here for review.

Snead, who had entered the service of the Company on May 24, 1926, was a Conductor in charge of Pullman cars on the Pennsylvania Railroad. He was regularly assigned to Train No. 122, the "Sun Queen", running from New York to Miami.

On the train leaving New York on November 17, 1945, to which Snead was assigned, one of the regular cars, being a 10 section, 2 compartment and 1 drawing room type, was withdrawn because of mechanical trouble and in place thereof the railroad substituted a 12 section, 1 drawing room type.

Paul C. Debry had purchased the use of Compartment B in the regular displaced car for the use of he and his wife. They were an elderly couple and not in the best of health. They boarded the substitute car, the "Joseph Reed", at the Pennsylvania station.

On November 21, 1945, after reaching Palm Beach, Florida, Mr. Debry wrote the Pennsylvania Railroad of what happened after he boarded the train as it relates to Conductor Snead. In the letter he stated as follows:

"As per enclosed ticket, Mrs. Debry & myself boarded in the New York Pennsylvania Depot car SA 7 on the SUN QUEEN leaving November 17 at 10:45 A.M. for Palm Beach.

"Through some change of car at the last minute, our compartment B was not there, instead we found a section waiting for us. Being of mature years and not well, we asked the conductor for a transfer to some better accommodation.

"After making it appear a most difficult affair, he transferred us to the Drawing room of the same car.

"When he called, with another man, for the tickets, I suggested that we pay the difference between the compartment and the drawing room. He said he would look into it.

"He soon returned alone and stated that in view of the withdrawal of our original accomodation, he would not make such a charge; but whatever I would be willing to give him in view of all he did to help us, would be perfectly alright.

"Taken by surprise and not an expert at such transactions, I handed him what I had in small bills viz \$2.00 whereupon he showed his displeasure in the most obvious and rude manner."

Snead denied that he made it appear a most difficult affair to transfer the passengers; he also denied that he said he would not make a charge; and he further denied that he told Debry that whatever he would be willing to give him, in view of all that he had done to help them, would be perfectly all right.

With reference to what happended Snead states that Debry, after getting on the car and finding no compartment, came to him on the platform and called his attention to the trouble, advising they were elderly people, not well and wanted room accomodations. Snead says he had not at the time received the diagram of the substituted car showing what space had been assigned to outstanding tickets and therefore suggested to Debry that they seat themselves in the car until he could find out the space assigned to them.

Snead further states that after he obtained this information, by means of a letter and card attached to the diagram of the car, he went into the car and told Debry for them to occupy the drawing room and had the Porter place their bags therein. Snead admits he did not then, or at any later time, give Debry the card which is intended to be given to the passengers. This card would have informed Debry that the Pennsylvania Railroad had assigned to him the drawing room in place of Compartment B together with reasons therefor. Nor did he at that time advise Debry that there would be no extra charge for the transfer, although he then knew, from the letter, that there would be none.

After the train departed from the station Snead, accompanied by the Brakeman, picked up the tickets, including those of Debry. Debry then asked whether there would be any extra charges for the drawing room. Snead replied that he would see him a little later, although at that time he knew that there would be none. Snead later returned to the drawing room by himself. He says he then advised Debry there would be no additional charge and that Debry then said he would like to do something for him and gave him two dollars, for which Snead thanked him.

The statements of Debry and Snead are in conflict as to what happened but there are significant circumstances in connection with Snead's handling of the situation which support the Company's findings. It appears that at the time he had the Debrys moved to the drawing room, which was after he received his insructions, he failed then or at any later time to give Debry the card from the railroad. This card is intended for the passengers and would have informed Debry that the Pennsylvania Railroad had made the transfer and that it would not be difficult for the Conductor to make. Also, at this time, he failed to inform Debry there would be no extra charge, which fact he knew from his instructions. It further appears that after the train left the station when, in company with the Brakeman, he was collecting tickets that Debry asked him if there would be any extra charge. He then knew there would not be, as the instructions so informed him. Nevertheless, he did not advise the passenger to that effect but said he would return a little later. This he did and that is when most of what is complained of occurred.

Under this situation, where there is competent evidence to sustain the charge, it is the rule of this Board that it will not substitute its judgment for that of Management in cases of discipline unless, it can be said that the Com-

pany abused its discretion in the action taken. We find the record sustains the charge and that the discipline is not too severe.

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 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 rules of the Agreement have not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1947.