

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, 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 on behalf of Conductor B. R. Sands of the Pennsylvania Terminal District, that the Pullman Company violated Rules 8 and 22 of the Agreement between The Pullman Company and its conductors, when:

1. On November 9, 1947, Conductor Sands made a trip from New York to Oakland, California, reporting in New York at 2:50 P. M., released in Oakland November 13, 4:00 P. M., and this trip was not confined to the party, as provided in Rule 8, and the time made by Conductor Sands on this trip was computed as an extended tour.
2. We now ask that Conductor Sands be credited and paid for this trip as extra service as provided in Rule 22.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and conductors in its service, effective September 1, 1945. This dispute has been progressed in accordance with this Agreement. The decision of the highest officer, designated for that purpose, denying the claim, is attached as Exhibit No. 1.

Conductor Sands was given an assignment to operate special cars occupied by members of the National Tavern Association, New York to Oakland. This assignment was covered by regular Assignment to Duty Slip, Form 93.1376, dated November 9, 1946, showing Conductor Sands assigned to report for duty at Pennsylvania Terminal at 2:50 P. M. to operate as follows: "PRR 2/5—Special Party (Tavern Party)—Extended Spl. Tour to Oakland". Destination of this train was shown as Oakland.

This special train arrived at Ogden, Utah, at about 6:25 P. M., November 12, 1946. It consisted of eight standard sleepers, and one tourist sleeper in dormitory service. At Ogden, there were incorporated in this train nine express and mail cars and tourist sleeper 1632 occupied by 19 railroad employees deadheading under orders of the railroad company.

Conductor Sands was required to supervise the operation of this tourist car between Ogden and Oakland and make the required reports covering that operation.

Rule 8 of the Agreement reads as follows:

"Extended Special Tour Service. A special service movement (except military or C.C.C. movements) of 72 hours or more, elapsed

CONCLUSION

In conclusion, the facts of record support the Company in this dispute. It has been shown that the Company complied with the provisions of Rule 8 of the Agreement in compensating Conductor Sands for the trip of November 9-13, 1946, on the extended special tour basis inasmuch as that trip was, in fact, an extended special tour as that service is understood in Pullman operations. It has also been shown that the term "confined to the party making the trip" has reference to revenue passengers only. The admissions of the Organization's representative in the hearing on the claim clearly support the Company's contention in this respect. Since Conductor Sands picked up no revenue passengers on the trip in question other than members of the National Tavern Association tour, the service was confined to the party making the trip. Finally, the Company has shown that it has compensated Conductor Sands for all hours credited to him for service performed during the month of November, 1946. Clearly, the Organization's claim in behalf of Sands is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was assigned to extended special tour service, New York to Oakland, California. The cars making the extended special tour were chartered by members of the National Tavern Association. At Ogden, Utah, a Pullman sleeping car enroute deadhead to Richmond Shop at Richmond, California, was attached to the train. Eighteen employees of the Southern Pacific Railroad being deadheaded under orders of the railroad were permitted to ride in this car. The Organization contends that this action converted the character of the service from that of an extended special tour to extra service and that claimant is entitled to have his compensation calculated as such. A determination of the character of the service performed resolves this dispute.

The controlling rule of the Agreement reads:

"A special service movement (except military or C.C.C. movements) of 72 hours or more, elapsed time, from reporting time at point of occupancy to the time cars are released from the special service movement, and confined to the party making the trip, shall be classified as an 'extended special tour'. Conductors operating in extended special tours shall receive credit of 15 hours for each 24-hours period from the time required to report, and actual time up to

15 hours for less than a 24-hour period." Rule 8, current Agreement.

It is not disputed that the service rendered in the present case is extra service if it does not fall within the foregoing rule. Carrier contends that the attaching of the deadhead car and the transporting of the eighteen deadhead employees does not change the trip as an extended special tour. The Organization contends that it does.

Question and Answer 2 and 3 to Rule 8, we think, clearly indicates the intention of the parties. The effect of these interpretations is that the words "confined to the party making the trip" contemplates other cars used by persons of the same party may be picked up in route but that passengers or cars of other tours may not be so picked up. This means simply that an extended special tour is one where all the revenue of the trip comes from the party making the tour. The word "passengers" as used in the interpretative questions and answers to Rule 8 means a passenger for hire and not an employee travelling deadhead on the Carrier's orders.

The Organization asserts that the fact that claimant was required to make reports and diagrams on this deadhead car and its occupants cause the extended special tour to be no longer "confined to the party making the trip." We point out that the controlling factor is whether all revenue passengers are confined to the party making the trip and not the duties which the Pullman Conductor performs. Deadhead employees travelling on the Carrier's orders must be considered in the same classification as other employees on the train. This is not only the interpretation placed upon the rule by the

interpretative questions and answers to Rule 8, but it appears to have been an interpretation long followed by the Carrier without complaint by the Organization until the present dispute arose. No basis exists for an affirmative award.

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

The Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of December, 1948.