

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILWAY CONDUCTORS,
PULLMAN SYSTEM
THE PULLMAN COMPANY**

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims that The Pullman Company violated Rules 25, 31 and 64 of the Agreement between The Pullman Company and its Conductors, when

1. On March 5, 1948, and subsequent dates, two (2) Pullman cars in service were permitted to operate from 30th Street Station to Board Street Station, Philadelphia, without the services of a Pullman conductor.

2. We now ask that Conductor A. W. Whaler be credited and paid for the trip on March 5, 1948, and that the extra conductor entitled to each subsequent trip, during the bulletining and assignment period, be credited and paid, as provided in the rules, for each trip due him.

3. We also ask that at the expiration of the bulletining and assignment period the Philadelphia District conductor entitled to this run be credited and paid, as provided in the rules of the Agreement, for each trip he was denied the right to operate in this assignment.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in its service, effective September 1, 1945, Revised Effective January 1, 1948. Also, attached is copy of a "Memorandum of Understanding, Subject: Compensation for Wage Loss," dated August 8, 1945, as Exhibit No. 1. This dispute has been progressed up to and including the highest officer of the Carrier designated for that purpose, whose letter denying the claim is attached as Exhibit No. 2.

On March 5, 1948, and subsequent dates, two Pullman cars were operated together, in service, between 30th Street Station, Philadelphia, and Broad Street Station, Philadelphia, without a Pullman conductor in charge, as required by Rule 64 (a) of the Agreement reading:

"Conductor and Optional Operations (a) Pullman conductors shall be operated on all trains while carrying, at the same time, more than one Pullman car, either sleeping or parlor, in service, except as provided in paragraph (c) of this rule."

The two cars which were operated without a conductor were: Line 2357 (1) Washington Broad Street Station, Philadelphia, Line 2733 (1) Richmond to Broad Street Station, Philadelphia. These cars were operated from Washington, D. C., to 30th Street Station, Philadelphia, by the Pullman conductor

OPINION OF BOARD: The facts in this case do not appear to be in dispute. A Pullman car in Line 2373 operates from Richmond to Philadelphia in charge of a Richmond District Pullman conductor. Upon arrival at Washington this car is attached to P.R.R. Train No. 108, together with Pullman car in 2357, both cars having Philadelphia as their destination. P.R.R. Train No. 108 arrives at the 30th Street Station, Philadelphia, at 4:36 A.M., where the two cars above mentioned are removed from the train which continues on to New York with the Richmond District conductor in charge of its remaining Pullman cars.

The two cars in Lines 2373 and 2357 are handled by an electric switch engine from the 30th Street Station to the Broad Street Station, a rail distance of approximately three miles and requiring about 59 minutes. The cars are parked at the Broad Street Station at about 5:35 A.M. where they remain with permitted occupancy by passengers until 8 A.M.

The claim is predicated upon the operation of the two Pullman cars referred to above between the 30th Street Station and Broad Street Station without the services of a Pullman conductor.

The Organization bases its case on Rule 64 (a) of the current Agreement, the pertinent part of which reads as follows:

"Pullman conductors shall be operated on all trains while carrying, at the same time, more than one Pullman car, either sleeping or parlor, in service * * *."

The significant provisions of Rule 64 (a) are that it is limited in its application to at least two Pullman cars in service, and that such cars must be a train or a part of a train. This conclusion is supported by Award No. 3759, from which we quote:

"There is no question that the five cars were 'in service' while they were in Denver. Passengers were allowed to remain in the cars all of the time between arrival and departure, and were permitted to come and go from the cars while the cars were in the station. The personal effects and belongings of all the through passengers remained in the cars.

"If these cars were a train or a part of a train while they were in Denver the Carrier was required to have a conductor with them.

"The mere fact that engines were changed could not be material. Nor would it be material that a different Railroad Company took up the operation of the train at this point."

In the light of this well considered precedent we have no difficulty in reaching the conclusion that the two Pullman cars at Philadelphia continued "in service" until they were vacated by the occupying passengers at or before 8:00 A.M. The train of which these cars had been a part, on and before their arrival at Philadelphia, had proceeded on to its destination, which was New York. These cars had been dropped from the train at the 30th Street Station. Their subsequent movement to the Broad Street Station did not constitute a train or part of a train, within the meaning of the Rule as it has been interpreted.

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 Pullman Company did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 29th day of March, 1950.