Award No. 5482
Docket No. PC-5387

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

J. Glenn Donaldson, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims in behalf of Conductor J. E. Dollar, Asheville Agency, that Rules 18 and 38 of the Agreement between The Pullman Company were violated when—

1. On or about October 20, 1949, Conductor Dollar was entitled to be assigned to the relief in Line 2681 between Charlotte, North Carolina, and Columbia, South Carolina, operating on Southern Trains Nos. 23 and 24.

2. We now ask that Conductor Dollar be compensated for six round trips in Line 2681, the relief that is provided for Line 2681, and compensated for a deadhead trip from Asheville to Charlotte, prior to the start of the relief days, and for a deadhead trip, Charlotte to Asheville, on completion of the relief trips in Line 2681.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in the service of The Pullman Company, dated September 1, 1945, Revised January 1, 1948.

This dispute has been progressed in acocrdance with the Agreement. Decision of the highest officer designated for that purpose, denying the claim, is attached as Exhibit No. 1.

Copy of Memorandum of Understanding, subject: "Compensation Wage Loss" dated August 8, 1945, is attached as Exhibit No. 2.

Minutes of hearing held in connection with claim in behalf of Conductor Dollar in Asheville, on January 12, 1950. Messrs. T. I. Walsh, Clerk-Stenographer, O. A. Urbon, Assistant to Supervisor of Industrial Relations representing The Pullman Company, and Mr. C. P. Luther, Local Chairman, representing the employes, is attached as Exhibit No. 3.

The Conductor run on Southern Trains Nos. 23 and 24, designated as Line 2681, between Charlotte, N. C., and Columbus, S. C., is under the jurisdiction of the Asheville Agency, and was established in acocrdance with the provisions of Rule 31 of the Agreement. Copy of "Operation of Conductors" Form 93.126 dated February 1 (effective February 15) 1946, is attached as Exhibit No. 4. This form was issued in compliance with Rule 15 of the Agreement, which reads, as follows:

compared with a 3½-man run, a preferred side operation. Special provisions are made in the Agreement with respect to one-night round-trip runs, as is evident from Rule 18, and other special provisions are made in the Agreement for preferred side runs. To attempt to establish an identity between these different type runs without recognizing the essential differences in the runs is a useless procedure and no valid conclusions can be drawn therefrom.

CONCLUSION.

The Company submits that the facts of record support its position in this dispute. **Rule 18. Relief Periods on One-Night Round-Trip Runs** is the controlling rule in this dispute. **Rule 33. Re-bulletining Changed Runs** is also involved. The Organization claims that Management violated Rule 18 by changing the relief days in the run designated as Line 2681, although the run had not been bulletined. The Company has shown, however, that the Organization's claim is based on a misinterpretation of the provisions of Rule 18. Instead of supporting the claim of the Organization, the rule clearly establishes the correctness of the position of the Company. The Organization's claim in behalf of Conductor Dollar is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Line 2681 is a Pullman conductor operation on Southern Railway trains between Charlotte, North Carolina, and Columbia, South Carolina. The conductor is scheduled to make 24 round trips over a period of 24 days, following which he receives 6 days' relief. During his relief period, the run is filled by an extra conductor. The 30-day cycle was interrupted through exercise of seniority by another conductor after 10 round trips of the cycle had been completed by the junior occupant of the position. The question arises whether under applicable rules the displacing conductor should merely complete the cycle commenced by his predecessor and then make way for an extra conductor during the 6-day relief period, as the Organization contends, or whether he commences a new cycle of his own making 24 round trips before taking 6 days' relief, as the Company handled it. The Organization alleges violation of Rule 15, 18 and 38. These rules are set forth in the submission and need not be repeated here.

The final sentence of the Example in Rule 18 provides that relief days shall not be changed unless the run is rebulletined. Because the displacing conductor was not required to take 6 days' relief at the time the displaced junior conductor would have taken it had he remained on the run, the Organization concludes that the Company changed the relief days on Line 2681 in violation of the above. The Company scheduled 6 days' relief at the time of bulletining the run, but did not rebulletin the run when the displacement, before mentioned, occurred. The Company denies that it changed the relief days, contending that a change of relief days within the meaning of the quoted sentence from Rule 18 is a change in method from one 24-hour relief period after 4 consecutive round trips, to the permissive, alternative method, that of 6 consecutive 24-hour relief periods after 24 consecutive round trips, or vice versa. This not being the case, no need arose to rebulletin the position and the handling was proper, it concludes.

We feel compelled to accept Carrier's interpretation of Rule 18. The question and answer upon which the Organization's case relies, in the main, is directed solely to Rule 18 and does not have the standing of a separate rule. The sentence contained in the answer portion of Rule 18 must be considered in relation to the subject to which it refers and the language which precedes it, and not out of context. Under Rule 18 and the interpretation following, either of two methods of handling relief are provided for where the home lay-over of a run is at an outlying point. The sentence in question was intended, we believe, to prevent the Company from switching from one such method to another, willy nilly, to the inconvenience of the conductor. It should be noted that such a change in

methods would not be prohibited by Rule 33. That rule relates to the rebulletining of changed runs and subsection 4, thereof, applies only when the change results in the alteration of the total home lay-over to an extent in excess of 10% thereof. A switchover of the sort here permitted would not alter the total home lay-over time, hence Rule 18 serves a definite purpose by filling a void in this connection.

Rule 18, as interpreted by the parties by the question and answer following, has no counterpart in the Agreements presented to us in the Awards cited.

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 the Agreement has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 27th day of September, 1951.