

Award No. 6649  
Docket No. PC-6696

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Norris C. Bakke, Referee

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**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 P. Strong, Kansas City District, that:

1. Rule 38 of the Agreement between The Pullman Company and its Conductors was violated by the Company on February 20, 1952, when Conductor W. B. Goff, San Francisco District, was given an assignment out of Kansas City on Santa Fe train 2/23 to Pittsburg, California;
2. Conductor Strong be credited and paid under the applicable Rules of the Agreement for the time made by Conductor Goff, i.e., service trip Kansas City to Pittsburg, California, and deadhead trip Pittsburg, California to San Francisco, California.

**EMPLOYEES' STATEMENT OF FACTS:** I. Conductor Goff, San Francisco District, arrived in Service in Main 1668 at Camp Chaffee at 4:00 P. M. on February 18, 1952. Subsequent to his release at that point Conductor Goff was deadheaded to Fort Smith, Arkansas, a point 11 miles west of Camp Chaffee on a direct route to his home station.

Fort Smith is a station on the Frisco (St. Louis-San Francisco) Railway. From Fort Smith, the direct route to San Francisco runs southwest to Dallas via the Frisco and thence west to San Francisco via the Santa Fe Railroad.

Frisco train 9-709 departs Fort Smith at 7:10 A. M. This train connects at Paris with Santa Fe trains 68-3-97-23-61 arriving at San Francisco at 5:25 P. M. on the third calendar day.

Fort Smith is 2206 miles from San Francisco via the Frisco-Santa Fe route and the scheduled elapsed time between these two points by this route in February 1952 was 59:15 hours.

Fort Smith is also a station on the Missouri Pacific Railroad—164 miles from Little Rock and 361 miles from Kansas City.

Instead of dispatching Conductor Goff by this direct route to his home station, the Company held him ten minutes beyond the departure of Frisco train 9-709 and then deadhead him via MoPac to Little Rock.

In denying the claim in Award 6009, the Board made reference to Award 5763, previously referred to and quoted in part in this ex parte submission, and stated as follows:

"We have taken cognizance of Award 5763, this Division, involving the same parties, cited by the Carrier, and also the case settled on the property, cited by the Employes, and the contentions of the parties in each case. It is apparent in both cases the mileage factor was taken into consideration in the application of Rule 38 (e). While some controversy exists between the parties with reference to the percentage of mileage, that is, whether it is so insignificant in fact that it would make no particular difference insofar as the direct route is concerned, as contended for by the Carrier, or as contended for by the Employes where there must be no leeway in percentage of mileage.

As stated previously in the opinion, Rule 38 (e) contains none of the factors contended for by either of the parties in this case. We believe that a reasonable interpretation of the rule requires us to hold that when Conductor R. C. Lansberry deadheaded from Denver to San Antonio by way of Dallas, Dallas was an intermediate point on a direct route. Rule 38 (e) does not specify the most direct route, or the shortest direct route. The hour of arrival in any event would be the same as shown by the record. We believe under the circumstances that Rule 38, paragraph (e), was substantially complied with by the Carrier."

#### CONCLUSION

In this submission the Company has shown that the assignment given to Conductor Goff to operate in service from an intermediate point (Kansas City) on a direct route to his home station (San Francisco) was proper under the applicable provisions of Rule 38, with especial reference to paragraph (e), Question and Answer 2. No provisions of Rule 38, which Rule the Organization alleges has been violated in this dispute, prohibited Management from assigning San Francisco District Conductor Goff to operate in extra service from Kansas City to Pittsburg, California, which route was on a direct route to his home station.

The claim that Conductor Strong is entitled to be paid for a service trip, Kansas City-Pittsburg, and a deadhead trip, Pittsburg-San Francisco, is without merit and should be denied.

The Company affirms that all data submitted herewith in support of its position have heretofore been presented in substance to the employe or his representative and made a part of the question in dispute.

(Exhibits not reproduced).

**OPINION OF BOARD:** This is a claim presented for and in behalf of Kansas City Seniority District Conductor P. Strong, that the Carrier violated the provisions of Rule 38 of the Agreement between the parties, effective January 1, 1951, when on February 20, 1952 it assigned Conductor W. B. Goff of the San Francisco Seniority District to a trip Kansas City to Pittsburg, California, then deadhead to San Francisco; that because of this violation Conductor Strong is entitled to be credited and paid for the earnings of the trip he lost.

The contention of Petitioner may be briefly stated as being that Conductor Goff was not eligible for the assignment given him at Kansas City on February 20, for the reason that Kansas City is not on a direct route between Little Rock, Arkansas, and San Francisco. Hence, the available Kansas City extra conductor was entitled to the trip.

Carrier, on the other hand, contends that paragraphs (a) and (e) support management, alleging that Kansas City is on a direct route from Little Rock toward Goff's home station in San Francisco.

The Carrier makes a very plausible argument to the effect that a direct route need not necessarily be the shortest route geographically, a contention that may be acknowledged as being correct, nevertheless, this Division has limited its application, and resolved the problem apparently on the basis of percentage of deviation from the most direct route. Respondent Carrier puts it this way, "However, if the differences between the route and other routes to the conductor's home district are not significant in proportion to the length of the trip, the assignment is considered to be on a direct route to the conductor's home district and is given to him."

The parties are agreed on the percentage of deviation in the case figured both on a mileage and hourly basis, viz., 15% and 49%, respectively, which we think is "significant in proportion" according to the Carrier's own theory and that this claim is good.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing thereon;

That the Carrier and the Employees 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 Carrier violated the Agreement.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 25th day of May, 1954.