

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

**ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims for and in behalf of Conductor R. T. Adams and ten other Milwaukee Sleeping Car Conductors named below, that:

1. Rules 52 and 24 of the Agreement between the Milwaukee Railroad and its Sleeping and Parlor Car Conductors were violated on September 27, 1953, and subsequent dates, when Conductor R. T. Adams and ten other Milwaukee Sleeping and Parlor Car Conductors were denied the right to operate two or more Milwaukee Railroad owned sleeping cars on Trains Nos. 15-16, Chicago, Illinois, to Tacoma, Washington, and return.
2. As a result of this improper action Milwaukee Sleeping and Parlor Car Conductors R. T. Adams, T. J. McDonald, C. R. Gebhardt, G. E. Day, D. R. Becker, W. J. Snip, R. M. Costello, S. M. Mundy, T. W. Forby, R. E. Michau, and E. T. Snyder were deprived of their regular assignments.
3. Each of the above named eleven Milwaukee Sleeping and Parlor Car Conductors be compensated at their respective established rates for the period during which each were thus improperly deprived of a regular assignment because of this violation.

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EMPLOYES' STATEMENT OF FACTS: On April 30, 1947, M. R. Hays, then Local Chairman, Milwaukee District, Division No. 715, ORC-Pullman System, wrote to B. J. Shilling, Superintendent of Sleeping and Dining Cars, Milwaukee Road, informing them that the Organization held that its contract with the Milwaukee Road required the employment of Milwaukee Sleeping Car Conductors on the projected train, the Olympian Hiawatha. The pertinent portions of this letter are reproduced in Exhibit No. 1 attached hereto.

On June 29, 1947, the Olympian Hiawatha, Trains Nos. 15-16, was placed in service. The consist of this train included three Milwaukee-owned sleeping cars and two Pullman-owned sleeping cars.

It is the Carrier's position that with the operation of only one Milwaukee sleeping and parlor car on Train 15 between Minneapolis, Minnesota and Tacoma, Washington and on Train 16 between Tacoma, Washington and Chicago, Illinois there is no basis for the claim which the employes have presented in this case for the use of a Milwaukee conductor on those trains between the points mentioned, and we respectfully request that it be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: On this record we are of the opinion that there has been a technical violation of Rule 52 (a) which provides:

"RULE 52—CONDUCTORS AND OPTIONAL OPERATIONS.

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

However, this rule is modified to some extent by Rule 38, providing:

"RULE 38. NEW SERVICE ACQUIRED FROM PULLMAN COMPANY.

"When sleeping or parlor car service is taken over by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company from the Pullman Company, the conductors taken over with such service shall retain their seniority rights in the lines acquired and shall begin to accumulate seniority rights, as provided in Rule 24, as of the date taken over by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company. Conductors carried on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company roster at the time of transfer shall begin to accumulate seniority rights over the service acquired as of the date of transfer."

A long delay has occurred in processing this claim to this Board and in view of that fact, and the extenuating circumstances shown by this record to exist, claims for pay will be denied.

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 was violated as per Opinion.

AWARD

Claim 1 sustained and Claims 2 and 3 denied in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois this 4th day of March, 1955.