

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Martin I. Rose, Referee**

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**PARTIES TO DISPUTE:**

**ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY**

**STATEMENT OF CLAIM:** The Order of Railway Conductors and Brakemen claims for and in behalf of Conductor E. C. Fallon, in which the Organization contends that Rules 35 and 33 of the Agreement between The Milwaukee Road and its Parlor Car Conductors were violated when:

1. On June 1 and 2, 1957, a person holding no seniority as a Parlor Car Conductor was used to perform Parlor Car Conductor work on trains 15 and 2 between Chicago, Illinois, and Minneapolis, Minnesota.

2. We now ask that because of this violation, Conductor E. C. Fallon be credited and paid for a service trip, Chicago to Minneapolis, on train 15 on June 1, and for a service trip, Minneapolis to Chicago, on train 2 on June 2, or a total of 2½ days, under the applicable rules of the Agreement.

**EMPLOYES' STATEMENT OF FACTS:**

**I.**

There is an Agreement between the parties, bearing the effective date of January 1, 1951 on file with your Honorable Board and by this reference is made a part of this submission the same as though fully set out herein.

For ready reference and convenience of the Board, the most pertinent parts of Rules which are directly applicable to the dispute are quoted as follows:

**"RULE 35. OPERATION OF EXTRA CONDUCTORS**

**"(a) All extra work, including work arising at points where no seniority roster is maintained, shall be assigned to the extra conductors when available."**

1957 he performed service to which he was entitled under the Dining Car Stewards' Agreement as an extra dining car steward and beginning June 6, 1957 he performed service to which he was entitled under the Dining Car Stewards' Agreement as a regularly assigned dining car steward. While performing service as dining car steward to which he was entitled under the Dining Car Stewards' Agreement and which he voluntarily accepted, he was not available and could not have been available for service as a parlor car conductor and we cannot agree, if he did properly retain his seniority rights as parlor car conductor during the period he performed service as dining car steward after recall to service in that classification, under the Dining Car Stewards' rules, that any provision of the Parlor Car Conductors' Schedule gave employe Fallon any right to service as parlor car conductor or pay in lieu of such service performed for which he was not available by reason of accepting other service to which he was properly entitled under the Dining Car Stewards' Agreement.

The absurdity of the claim is clearly evident. It is not supported by schedule rules and we respectfully request a denial award.

All data contained herein has been presented to the employees.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Although different claim dates are involved, this claim which was also filed by Petitioner "for and in behalf of" E. C. Fallon, presents the same dispute as in Award 10447.

As a result, the reasons explained in that award for the denial of the claim in that case are applicable to this claim.

**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;

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

That the Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of March 1962.