

Award No. 11303
Docket No. PM-12127

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Roy R. Ray, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: * * * for and in behalf of M. Williams, W. McNece, J. C. Meredith, H. W. Byers, F. J. Forest, J. Russell, J. E. Wiggins, and E. W. Green, who are now and for some years past have been employed by The Pullman Company as porters operating out of Chicago, Illinois.

Because The Pullman Company did, through Superintendent R. C. Duffy, deny the claim filed for and in behalf of the above-mentioned employees under date of January 19, 1960, wherein the Organization contended that The Pullman Company did, in violation of the Agreement, deprive the above-mentioned employees of a certain assignment from Chicago to Toronto, Canada, and return in violation of the rules of the Agreement governing the wages and working conditions of the above-mentioned class of employees.

And further, for The Pullman Company to be directed to sustain the claim and to pay the above-mentioned employees such sums of money they lost as a result of being deprived of the right to operate on the particular assignment named in said claim, which was denied them in violation of the rules of the Agreement governing the wages and working conditions of the class of employees of which the above-mentioned porters are a part.

EMPLOYEES' STATEMENT OF FACTS: Your Petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is duly authorized to represent all employees of The Pullman Company classified as Porters, Maids, Attendants and Bus Boys, as it is provided for in the Railway Labor Act, and in such capacity, it is duly authorized to represent Morris Williams, W. McNece, J. C. Meredith, H. W. Byers, F. J. Forest, J. Russell, J. E. Wiggins, and E. W. Green, who are now, and for some time past have been, employed by The Pullman Company as sleeping car porters operating at the time this claim was filed out of the Chicago Southern District.

Your Petitioner further sets forth that in the contract currently in force, and which was in force at the time of this claim, between The Pullman Company and its Porters, Attendants, Maids and Bus Boys, represented by the Brotherhood of Sleeping Car Porters, provisions are made for the operation of these employees out of the various districts in the City of Chicago and other cities throughout the nation. Each of these employees, under this Agreement, are assigned to seniority rosters in the various districts, and as employees in the

(Exhibits not reproduced.)

OPINION OF BOARD: On November 10, 1959, the Toronto Agency contacted the Regional Manager of Carrier in Chicago and requested the loan of nine porters to fill service requirements departing Toronto on November 12, 1959. The Chicago office decided to loan the Toronto District nine porters from the Chicago Western District because the extra porters of that District had greater layovers than those in the Chicago Southern District. After all assignments had been filled in the Chicago Western District and during the sign out period on November 11, 1959, nine extra porters were selected from that District. They were ordered to deadhead on Grand Trunk Train 14 from Chicago to Toronto, and to pick up their assignment to duty slips and transportation upon reporting for the deadhead trip at the Dearborn Street Station from which the Grand Trunk Train was to depart. Upon arrival in Toronto the porters were placed on the extra board in that District. Seven were given one way extra service assignments back to Chicago and two were given one way extra assignments to St. Louis.

The Petitioner contends that these assignments originated in the Chicago Southern District and that Claimants, extra porters on the seniority roster in that District, were entitled to the assignments. In support of its position Petitioner relies upon Rules 25, 26 and 46 of the Agreement.

Carrier denies that these assignments originated in the Chicago Southern District. It maintains that the deadhead trip Chicago to Toronto was not part of a round trip assignment Chicago-Toronto and return but was a deadhead trip by means of which Chicago Western District porters who had been borrowed by the Toronto Agency were being forwarded to Toronto for service out of that point. Carrier asserts that there is no rule of the Agreement which stipulates the district which shall furnish porters when they are borrowed for extra service by another district or agency.

Although the claim as originally made was for loss of assignments from Chicago to Toronto deadhead and return to Chicago, by its Rebuttal Statement Petitioner conceded that Claimants had no rights to the assignments made by the Toronto Agency for service out of that District. The issue is, therefore, narrowed to the deadhead assignments out of Chicago to Toronto. Were Claimants entitled to these assignments which Carrier gave to porters from the Chicago Western District?

None of the rules relied upon by Petitioner appear applicable to the issue in this case. Rule 25 and 26 are Seniority Rules. There is no dispute here that Claimants had seniority in the Chicago Southern District but the question is whether Carrier was required to select them as the porters to be loaned to Toronto for service out of that Agency. Rule 46 deals with the manner of assignment of porters within their own district. Neither of these rules purports to deal with the problem involved in this case, i.e. from what district shall porters be selected to be loaned to another district?

In support of its contention that the deadhead trip originated in the Chicago Southern District Petitioner points to the following: the porters were instructed to report to Dearborn Station to obtain assignment to duty slips and transportation from Chicago to Toronto; the instructions were issued by the Chicago District Office; and the train which they took to Toronto left from Dearborn Station. In our view these facts do not determine where the deadhead assignments originated. The fact that the train left from a station in the Chicago Southern District is immaterial since the porters were not performing

duties on that run. The fact that the porters picked up their assignment slips at Dearborn Station cannot be controlling on the issue since this was a mere clerical function and for the convenience of the porters. The service requiring the borrowing of porters originated in the Toronto District. This was the cause of the porters being deadheaded out of Chicago. The porters from the Western District who were selected for this service were contacted by and assigned by the Sign-out Clerk of the Chicago Western District during the regular sign out period on November 11, 1959. We think, therefore, it may fairly be said that the deadhead trips originated in the Chicago Western District.

We can find no rule of the Agreement which prohibits the Company from selecting porters from any particular district as it sees fit to be loaned to another district. Except where it has restricted itself by the Agreement the assignment of work necessary for its operations is within the Carrier's discretion. Since we find no such restriction in this case we hold that Petitioner's claim is without merit.

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 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 there was no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of April 1963.