

Award No. 11998
Docket No. PC-13950

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN
(Pullman System)

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors and Brakemen, Pullman System, claims for and in behalf of Conductor R. W. Main, Chicago District, that:

1. Rule 38 of the Agreement was violated when, on May 12, 1961, St. Louis District Conductor E. J. Reinhold was given an assignment on IC train No. 3 to report in Chicago at 6:45 P.M., for a service movement from Chicago to St. Louis via Carbondale, Ill.
2. Because of this violation, we now ask that Conductor Main be credited and paid just as though he had been properly assigned, i.e., for a service trip Chicago to St. Louis, and for a deadhead trip St. Louis back to Chicago.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement between the parties, bearing the effective date of September 21, 1957, and amendments thereto, 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.

1.

Under date of May 12, 1961, extra St. Louis District Conductor E. J. Reinhold was in Chicago. Therefore, he was, in Pullman parlance, a foreign district conductor in Chicago.

Under the same date, the Chicago District gave extra St. Louis District Conductor Reinhold an assignment to report in Chicago, at the IC Station, at 6:45 P.M., for an extra road service trip on IC train 3, from Chicago, Ill., to Carbondale, Ill., thence to St. Louis, Mo.

IC train 3 is scheduled to handle one Pullman car in service between Chicago and Memphis, via Carbondale. On May 12, an additional car was added to IC train 3, thus making two Pullman cars to be handled on train 3.

Conductor Reinhold reported in Chicago at 6:45 P. M. and was released in St. Louis at 7:30 A. M. the following morning. The record also shows (Exhibit A, p. 8) that the only overnight train service between Chicago and St. Louis was on IC trains 3-16 via Carbondale. Thus, the Company was not prohibited from using a foreign district conductor in the only through Pullman service available on the Illinois Central Railroad between the points in question. The record does not deny that the routing of Conductor Reinhold was in accord with the through Pullman service principle of Rule 38. Instead the Organization argues mileage and elapsed time as being proof that it has a valid claim. The fact remains nevertheless that the principle of through Pullman service is the controlling factor in this dispute and establishes the correctness of the assignment of Conductor Reinhold on the date in question.

The direct route principle has been before the Board in a number of previous cases. In Third Division denial Award 6009 (Messmore) the Board stated that in cases of this kind a reasonable interpretation of the rules is required. This line of reasoning was reiterated in Third Division Award 10788 (Mitchell). The Company submits that a reasonable interpretation of Rule 38 requires a denial award in this dispute.

CONCLUSION

In this ex parte statement, the Company has shown that the route on which St. Louis District Conductor Reinhold was operated on the assignment in question was a through Pullman service route as defined in Rule 38 of the Agreement. Also, the Company has shown that Awards of the National Railroad Adjustment Board in similar cases point to the requirement of a reasonable interpretation of the Agreement where the direct route principle is the issue.

The claim that Conductor Main should be paid for a service trip Chicago-St. Louis via Carbondale and for a deadhead trip St. Louis-Chicago is without merit and should be denied.

All data submitted herewith in support of the Company's position have heretofore been submitted in substance to the employe or his representative and made a part of this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts of the instant case are as follows: On May 12, 1961, extra St. Louis Conductor Reinhold was a foreign district conductor in Chicago. Reinhold was given an assignment to IC Trains 3 and 16 from Chicago to St. Louis via Carbondale. Under the provisions of Rule 38 of the Agreement between the parties, the Carrier had the right to assign him to a service trip moving in a direct route toward his home station. Petitioner states that this assignment was not on a direct route to his home station and therefore the claim was filed for and on behalf of R. W. Main, an extra board conductor in the Chicago District.

Petitioner takes the position that the Carrier violated Rule 38(e) when it assigned the St. Louis conductor to an extra service movement, Chicago to St. Louis, via Carbondale which it alleges is an indirect route. The Carrier maintains that foreign district conductor Reinhold was properly assigned under Rule 38 and that no adjustment is due to Conductor Main.

The determination of this dispute turns on the interpretation of Rule 38(a) and (e) especially as these provisions are amplified by question and answer 1 and the examples thereunder. In pertinent part Rule 38 states as follows:

“Rule 38(a)

. . . all extra work of a district, including work arising at points where no seniority roster is maintained, but which points are under the jurisdiction of that district, shall be assigned to the extra conductors of that district when available, except as provided in paragraphs (d) and (e).”

Paragraph (d) is not applicable.

“(e) This Rule shall not operate to prohibit the use of a foreign district conductor out of a station in service moving in a direct route toward his home station or to a point within a radius of 50 miles of his home station.

“Q-1. What is the meaning of the word ‘direct’ as used in paragraph (e) of this Rule?

“A-1. ‘Direct’ means a direct rail route between two given points.

“Example 1: A St. Louis District conductor available in Chicago may be used on any railroad having a direct rail route or through Pullman service between these points.”

The Carrier contends that the trip from Chicago to St. Louis, via Carbondale is a through Pullman service route between the two points. The Petitioner states that this is incorrect in that through Pullman service is not service on which it is possible to find connections from one point to another. The petitioner defines through Pullman service as the kind of service which makes it possible for a passenger to board a train at point A and get off at point B without having to make any changes en route.

By referring to the Railway Guide it appears clear that where through sleeping car service is provided, it shows the sleeping car service between the points involved. The IC Railroad does not have through Pullman service between Chicago and St. Louis, via Carbondale. Nor does it have through Pullman service via Springfield, its only direct route between Chicago and St. Louis because it discontinued such service in 1958. However, if the service trip here involved had been routed via Springfield, the direct route, it would have been permissible in accordance with Rule 38 (e) supra.

It would appear that there is no through Pullman service on the IC between Chicago and St. Louis via Carbondale. In view of the above the Carrier violated Rule 38(e) when it assigned the St. Louis conductor to a service trip over that route. Under the circumstances in the instant case the assignment given to Conductor Reinhold was not on a ‘direct route’ nor was it on a ‘through Pullman service’ route as required by Rule 38(e).

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 Carrier violated the Agreement.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1963.