Award No. 1006
Docket No. PM-1060

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

THE BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: "In behalf of the Brotherhood of Sleeping Car Porters because the Pullman Company did violate certain rules of the contract in connection with the operation of certain sleeping car lines on trains No. 22 and No. 26, New York, New Haven and Hartford Railroad, between New York City, New York and Boston, Massachusetts, these trains being known as the Yankee Clipper and Merchants Limited respectively. The organization maintains that in the operation of the above referred to sleeping car lines with relief in Boston, Massachusetts, that the lay over in the home terminal of these runs—New York City—does not comply with the minimum lay over required of all runs as provided for under Rule 24 of the aforementioned contract. And, further, for the home lay over of the lines above referred to, to be adjusted to comply with the above-mentioned rule and for the payment of any time lost by any porter or porters by reason of these lines having been operated in violation of the above mentioned rule."

EMPLOYES' STATEMENT OF FACTS: "Your petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is the duly designated and authorized representative of all Pullman porters, attendants and maids employed by the Pullman Company in the United States of America and Canada under the provisions of the Railway Labor Act.

"Your petitioner further represents that by reason thereof, it is duly authorized under Rules 57 and 58 of the contract now in force between the Pullman Company and the porters, attendants and maids in the service of the Pullman Company to initiate the claim in the instant case for violation of Rule 24 of the aforementioned agreement.

"Your petitioner further represents that the respondent Company is now operating lines between New York and Boston known as Lines No. 5470 and No. 5471 on the Yankee Clipper and Lines No. 1481 and No. 5477 on the Merchants Limited.

"Your petitioner further sets forth that the employes who at the present time operate these lines are porters and attendants on the seniority roster of the New York Central District of New York City; and that the designated home terminal of these employes as well as the lines involved is the New York Central District of New York City.

"Your petitioner further sets forth that the lines above referred to at the present time have their relief or lay-over days in Boston, Massachusetts.

"Your petitioner further submits that the relief or lay-over time on the above-mentioned lines in New York, the designated home terminal, is not sufficient to comply with Rule 24 above referred to; and that on neither of these lines, according to the present operation can the employes operating

"Rule No. 39 conclusively names the 'designator' of operation schedules:

> **'Operating Schedules.** Schedules of regular lines shall be prescribed by the management and posted in places accessible to those affected or concerned.'

That the Management alone can designate the home terminal for a given line is proved by the following. Though most lines operate out of one terminal to another, not all do. For instance, Line No. 2371, filled by Norfolk District porters, operates out of Roanoke, Va., west to Bluefield, W. Va., northeast (through Roanoke) to New York, N. Y., and south-west to Roanoke. Numerous lines operate between terminals of which neither is the district in which seniority is accumulated. For example, Line No. 1147 is operated by employes from the Detroit District between Toledo and Cincinnati.

"The porters, and attendants, of the New York District now operating on the disputed sides of the lines in question have the following seniority. Attendant C. A. Wentworth, twenty-eight years, eight months, fourteen days; Attendant R. A. Lee, thirty-two years, eight months, nine days; Porter W. W. Perry, thirty-seven years, eight months, five days; Porter E. C. Roundtree, forty-five years, eight months, nineteen days; Porter F. D. Wright, forty-six years, two months, eight days. All of these men, though of the New York District, have lived and maintained homes in Boston for more than twenty-six years (see copies of the men's statements, pp. 4, 5, 6 and 7, Exhibit E.) With the exception of the period June 6th to September 21st, 1938, previously mentioned, they have operated the disputed sides of the trains in question as follows: the 'Merchants Limited,' since The Pullman Company assumed the sleeping, and parlor-car service on the New York, New Haven and Hartford Railroad in 1913; and the 'Yankee Clipper,' since its inception in 1930.

"To grant the petitioner's claim would entail great hardship to these men which the Company earnestly seeks to avoid. The porters, and attendants, now operating the disputed sides of these runs would be compelled to abandon their present homes in Boston, move their entire households to New York, and obtain other runs there. Proof of the Company's willingness to be entirely fair with its employes in the assignment of runs is to be found in its promise to assign the disputed runs to the Boston Districts as soon as they are abandoned through retirement, or for any other reason, by the New York employes presently assigned (see the backs of Exhibits A, B, C, and D, and Exhibit I.)

"Further light, if it were needed, on the question of what constitutes 'designating a terminal' is to be found in Rule No. 22:

> **'Layovers in Regular Assignments.** Specific layovers at each terminal shall be designated in operating schedules for regular assignments.'

In other words, specific layovers and reliefs, as required by the Agreement, shall be **designated in operating schedules** for regular assignments. The operating schedules, for the sides of the lines in dispute, each designate Boston as the home terminal (see Exhibits A, B, C and D, for photostatic copies of those schedules.)

"Under no possible interpretation can Rule No. 24, specifying that certain long layovers or reliefs be received at the 'designated home terminal,' be held to authorize the transfer of a run from one district to another, yet the petitioner requests just this. No rule in the Agreement describes 'home terminal' as anything but that so designated."

OPINION OF BOARD: The record shows that, as now operated, New York is the home terminal for one side of Lines 5470 and 5471 on Train 22, and for one side of Lines 1481 (Car 80 only) and 5477 on Train 26.

The other sides of the above described lines are now operated with New York District man, viz: three porters and two attendants, whose home terminal has been regarded as Boston. If the Carrier elects to continue the present operations with New York District porters and attendants, they shall be given their "Days Off Duty" at New York instead of Boston in accordance with the provisions of Rule 24.

The facts and circumstances do not justify claim for time lost and it should 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;

That, if the Carrier elects to continue the present operations with New York District porters and attendants, they shall be given their "Days Off Duty" at New York instead of Boston, in accordance with the provisions of Rule 24; and

That claim for time lost is denied.

AWARD

Claim sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 8th day of December, 1939.