Award No. 2104
Docket No. PM-2060

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: For and in behalf of L. F. Holloman and G. Sessoms, who are now, and for a number of years past have been, employed by The Pullman Company as Porters operating out of the Hoboken Agency, Hoboken, New Jersey. Because The Pullman Company did, under date of December 8, 1941, deny the claim filed with the company for and in behalf of the above named employes on account of the violation of Rule 46 of the Agreement between The Pullman Company and its Porters, Attendants, Maids and Bus Boys in connection with the failure of The Pullman Company to assign the above named employes to a sleeping car operation out of said district to Chicago, Illinois, on October 22, 1941. And further, for said amounts of moneys set forth in claim due said employes on account of the above mentioned violation to be paid to Porters Holloman and Sessoms.

EMPLOYES' STATEMENT OF FACTS: Your petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is the duly designated representative of all Porters, Attendants, Maids and Bus Boys employed by The Pullman Company, as it is provided for under the provisions of the Railway Labor Act.

Your petitioner further sets forth that in such capacity it is duly authorized to represent L. F. Holloman and G. Sessoms, who are now, and for a number of years past, have been employed by The Pullman Company as porters operating out of the Agency of Hoboken, New Jersey.

Your petitioner further sets forth that on or about October 22, 1941 there was operated out of the Hoboken Agency as assignment known as an "in-charge assignment," "special-in-line service" on cars Sunbeam and Ridgeville, respectively, en route from Jersey City to Chicago on the Erie Railroad, returning "deadhead on pass," Chicago to Jersey City.

Your petitioner further sets forth that this was extra service being operated out of the Hoboken Agency and that the above mentioned employes were the two highest men on the extra list entitled to be assigned to that service under the rules of the contract between The Pullman Company and its Porters, Attendants, Maids and Bus Boys.

Your petitioner further sets forth that the respondent company did not assign the above mentioned employes to that extra service but in their stead assigned porters R. B. James and W. M. Walker, employes of the Hoboken Agency who were operating in regular assignment on Lines 1227 and 1226 respectively.

The application of the answer to question No. 2, as it appears in Rule 46, can, likewise, be used in the assignment of Porter James to the Pullman car SUNBEAM. This car, while containing one drawing room and two compartments, is mainly a lounge car, and for this reason had been assigned to this special train for use as a place of conference en route. It is to be noted that among the executives and directors who were using the lounge car were three railroad presidents—the two already mentioned, Mr. Brooke and Mr. Nuelle—and Mr. R. E. Woodruff, President of the Erie Railroad. The fact that this lounge car was assigned to this train because of its suitability for conferences, and that it was provided for the use of three railroad Presidents, as well as other men of equal prominence, offers conclusive proof that the assignment of Porter James to this car was in complete accord with the provisions of Rule 46.

During the conference held on February 6, 1942, between the representatives of the Company and those of the Brotherhood, Assistant Chairman Johnson alleged that the management showed favoritism in the assignment of Porters James and Walker to the Pullman cars on this special train. There is not the slightest reason for this supposition—Mr. Austin, the Pullman Agent, had had a specific request from Mr. Rogers, the General Passenger Agent of the Erie Railroad Company to "provide two regular line porters for this train"; and we again refer to Mr. Rogers' letter of October 20, 1941, photostatic copy of which appears as Exhibit A. The Pullman Company had, in light of the fact that compliance with this request would in no way transgress any rule of the Agreement, no other alternative than to accede to it. Notwithstanding, however, this Company feels very little responsibility in answering this accusation of favoritism, as, by the application of Rule 46 of the Agreement, it had every right to assign, in the most suitable manner, any porters necessary to fill this special assignment.

The Pullman Company contends that the assigning of Porters James and Walker to Pullman cars SUNBEAM and RIDGEVILLE on October 22, 1941, was precisely correct. The claim of the petitioner in favor of Porters Holloman and Sessoms is without any basis whatever, and should, therefore, be denied.

OPINION OF BOARD: Claimants base their claim upon a violation of Rule 46. The third exception to the "first in, first out" provision is found in Rule 46, as follows:

> "Use of employes, irrespective of seniority or assignment, in filling private car or unusual special service requirements."

An "unusual special service requirement" is defined by Answer 2 as,

> "A car provided for an individual or individuals of prominence, such as a Governor of a State, or a President of a Railroad."

The facts disclose that the service furnished by the carrier in cars RIDGEVILLE and SUNBEAM was for the Directors of the Erie Railroad which included presidents of two other railroads. Not only were these men Directors of the Erie Railroad, but they were men of prominence in other fields of endeavor. We think it clear that the facts disclose an "unusual special service requirement" within the meaning of Answer 2 to Question 2, found as a part of Rule 46.

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 no violation of Rule 46 is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 8th day of March, 1943.