

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Bruce Blake, Referee

PARTIES TO DISPUTE:

THE ORDER OF SLEEPING CAR CONDUCTORS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: Conductors G. E. Langosch, H. C. Kohler, A. B. McCarte, et al., Chicago Central District, contend that New York Central Trains Nos. 2 and 3, coach sleepers, since Oct. 15, 1941, between Chicago and New York and vice versa, are being operated in violation of Rules 22, 25, 31 and 46 of the Agreement between The Pullman Company and Conductors in the service of The Pullman Company, effective December 1, 1936, by operating a man in full conductor's uniform who has no seniority rights in this District, to solicit fares and supervise services, which is conductors' work as specified in the Agreement.

EMPLOYES' STATEMENT OF FACTS: This case has been handled in accordance with the Agreement between The Pullman Company and Conductors in the service of The Pullman Company. Decision of the highest ranking officer designated for that purpose is shown in Exhibit "A." Rules 22, 25, 31 and 46 are involved and are shown in Exhibit "B." The facts and conditions are set forth in the minutes of the hearing with District Superintendent Langehennig, November 24, 1941, included under the heading "Position of Employees."

POSITION OF EMPLOYEES: The minutes of the hearing with District Superintendent Langehennig, November 24, 1941, outline the position of the employees and are shown in Exhibit "C."

CARRIER'S STATEMENT OF FACTS: As an experimental operation to test the feasibility of a new type car known as the Pullman Coach-Sleeper, a 60-day trial operation, from October 15th to December 15th, 1941, was provided for by agreement with the New York Central Railroad for operation of these cars on Coach Trains Nos. 2 and 3, known as the "Pacemaker," between Chicago and New York.

The cars used on this train represent an innovation in Pullman service. They are designed to provide Pullman service at a minimum of cost, only slightly in excess of the fare paid for travel in a railroad coach. (See Page 11—Exhibit A). Pullman cars used on this train are Coach-Sleepers Nos. 3 and 4 which have a passenger capacity of 42 persons each. The accommodations in these cars consist of 12 compartments which are entered from an aisle which runs along the side of the car. Berths in the compartments are in tiers of three. There are two types of compartments accommodating, respectively, 3 and 6 passengers. In each compartment which affords accommodations for three passengers there is one lower, one middle and one upper berth; in the 6-passenger compartments there are two lower, two middle and two opposite upper berths. The lower berth is formed by the seat back, as is the case in the bedroom of a standard car; the middle berth

SUMMARY

The operation here complained of has been shown to be a temporary experimental one lasting, in all, but 60 days. It has been shown that it was The Pullman Company's desire to gain the utmost in experience with this operation during that brief period. The sales instructors specifically referred to by the petitioner in its grievance, have been shown to be trained Passenger Department representatives who were placed on the cars to promote sales of space and to canvass passengers' reaction to the new service being offered. They were not assigned in lieu of conductors, nor did they function as such. Moreover, the service inspectors who performed a similar function, though not specifically complained of by the petitioner, functioned as representatives of the Office of the Superintendent of Car Service Employees, and were also not assigned in lieu of conductors. Furthermore, the wearing of conductors' uniforms by the sales instructors who possessed these uniforms as part of their regular equipment was without significance. The use of the uniform could not change the nature of the work being done nor the status of the employee. The service inspectors who performed an identical function on the Coach-Sleepers possessed no uniforms and therefore wore none.

It has been shown that for a portion of the period of the operation of the Coach-Sleepers on the New York Central "Pacemaker" neither the sales instructors nor the service inspectors were present on the cars. This fact in itself establishes that they were not doing conductors' work.

This case is identical in principle to the case involving Conductors Etnyre, Clark, Murtaugh, et al., which concerns the operation of Coach-Sleepers on the Pennsylvania railroad train "The Trail Blazer" and which dispute is simultaneously before the Board for consideration.

The claim of the petitioner that the operation here involved constituted a violation of the Agreement between The Pullman Company and the conductors in its service is without merit and should be denied.

OPINION OF BOARD: In all essential features the dispute in this case is identical with the dispute presented in Docket No. 1987. What was said in disposing of that case (Award No. 2151) is equally applicable to this.

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 the carrier violated the agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 9th day of April, 1943.