

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims for and in behalf of conductors of the Memphis District that the rules of the Conductors' Agreement were violated when conductors were removed from assignments in Lines 3339 and 3737, Missouri Pacific Train 225, departing Memphis on October 20, 1943, and subsequent dates, and persons holding no seniority as conductors were assigned to do conductor's work; and now ask that conductors be restored to their former assignments in these lines and be compensated for all time lost.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an agreement between The Pullman Company and Conductors in the Service of The Pullman Company dated December 1, 1936. This dispute has been progressed in accordance with the Agreement. Decision of the highest officer designated for that purpose, denying the claim, is attached as Exhibit No. 1.

This train handled between Memphis and Little Rock, Pullman cars assigned to Lines 3339, Memphis to Ft. Worth; 3737, Memphis to Alexandria; 3734, Memphis to Eldorado. On or about September 30, 1941, the Memphis-Eldorado car was discontinued, leaving two Pullman cars in this train to be serviced. Pullman conductors were removed from their assignments and their duties assigned to and thereafter performed by porters-in-charge.

The instant claim was filed locally October 20, 1943, and having been handled as provided in the Agreement, without a settlement being reached, is now referred to your Board for consideration and decision.

POSITION OF EMPLOYES: This is one of a number of similar claims which were pending and unadjusted at the time of negotiation and adoption of the current Agreement, effective September 1, 1945, which is also in evidence. Rule 64 of that Agreement reads:

"Conductor and Optional Operations. (a) Pullman conductors shall be operated on all trains while carrying, at the same time, more than one Pullman car, either sleeping or parlor, in service, except as provided in paragraph (c) of this rule.

(b) The management shall have the option of operating conductors, porters in charge or attendants in charge, interchangeably, from time to time, on all trains carrying one Pullman car, either sleeping or parlor, in service; except with respect to certain conductor operations as specifically covered in the Memorandum of Understanding signed at Chicago, Illinois, August 8, 1945.

claims. For the Board to allow this case to be considered at this late date in disregard of the agreement between Mr. Wise and the Company would be to undermine the Company's efforts to work out with the Organization on the property the solution to claims and would in the future discourage any attempt at the settlement of such claims.

Conclusively, the conductors' Organization should be held to its agreement with Management regarding the disposition of claims arising under the 1936 Agreement, and the instant claim should be dismissed by the Board.

Exhibits not reproduced.

OPINION OF BOARD: This is another claim over the substitution of porters-in-charge for Pullman conductors arising under the old Agreement of December 1, 1936. It was filed with Carrier on October 20, 1943 and denied by it after appeal on December 22, 1943.

Like the claim in Award No. 3920 this is one of the claims which was outstanding and undisposed of at the time of the negotiation and adoption of the current agreement of September 1, 1945 which the General Chairman inadvertently omitted from the list of similar claims presented for consideration and settlement at the conference between the parties on August 25, 1945. We decided in that Award that such failure to list the claim did not now bar its prosecution before the Board. See also Award No. 3846.

The contentions and issues are the same here as in Award No. 3920 and our decision there is equally applicable here.

Accordingly, we must reach the same conclusion that the claim should be sustained for the period the December 1, 1936 agreement was effective.

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 Carrier violated the Agreement.

AWARD

Claim sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 7th day of June, 1948.