

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Adolph E. Wenke, 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 Extra Conductor T. A. Harrop of the Philadelphia District, that The Pullman Company violated Rules 25 and 38 of the Agreement between The Pullman Company and its Conductors,

1. When, on December 28, 1947, Conductor A. M. Woodward of the Pennsylvania Terminal District was used to perform extra work out of the Philadelphia District on P.R.R. Train No. 31, and,

2. That by reason of this violation Conductor T. A. Harrop of the Philadelphia District who was entitled to and available for this service should be compensated for a service trip Philadelphia, Pennsylvania, to Indianapolis, Indiana.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in its service, effective September 1, 1945. Also a "Memorandum of Understanding, Subject: Compensation for Wage Loss", dated August 8, 1945, a copy of which is attached as Exhibit No. 1. This dispute has been progressed up to and including the highest officer of the Carrier designated for that purpose, whose letter denying the claim is attached as Exhibit No. 2.

On the date of this occurrence Pennsylvania Terminal District conductors were assigned to operate between New York and St. Louis in P.R.R. Train No. 31, westbound, and in P.R.R. Train No. 66 between St. Louis and New York, eastbound.

The assignment of these Pennsylvania Terminal District conductors as established by Operation of Conductors Form 93.126 dated December 6, 1947, was as follows:

Line 6524 (New York-St. Louis) between New York and St. Louis.

Outbound P.R.R. 31	Inbound P.R.R. 66
Report New York EST... 5:35 P.M.	Report St. Louis CT..... 8:45 A.M.
Receive Passengers 5:50 P.M.	Receive Passengers 9:00 A.M.
Depart 6:10 P.M.	Depart 10:00 A.M.
Arrive St. Louis CT..... 1:20 P.M.	Arrive New York EST... 8:00 A.M.
Released from Duty..... 1:35 P.M.	Released from Duty..... 8:20 A.M.
Elapsed Time 21 Hrs. 0 Mins.	Elapsed Time 22 Hrs. 35 Mins.
Less Relief En Route. 3 Hrs. 0 Mins.	Less Relief En Route 4 Hrs. 0 Mins.
Time on Duty..... 18 Hrs. 0 Mins.	Time on Duty..... 18 Hrs. 35 Mins.

Number of men in line— 5

Additional Relief at Home Terminal—None.

Although the above provision relates specifically to the application of **Rule 36. Continuance in Regular Assignment**, the Company maintains that the understanding reached with the Organization supports its position in this dispute. It will be noted from the above provision that a conductor scheduled to go out in service shall not be withheld from his assignment and a conductor of another district substituted merely because the train involved in the conductor operation is turned en route. Under such circumstances, the conductor scheduled to go out in service will go with his passengers in coaches or parlor cars to the point where he picks up his regular equipment and the trip in coaches or parlor cars is considered part of his regular assignment. Clearly, if the rules of the Agreement contemplate that a regularly-assigned conductor, whose assignment is specifically limited and defined by the rules of the Agreement and the Operation of Conductors Form 93.126, shall accompany his passengers in day coaches and such trips shall be considered a part of his regular assignment, it cannot logically be argued that the rules prohibit an extra conductor, whose assignment is not defined or limited by the rules of the Agreement, from being assigned to operate in a similar manner as a helper conductor.

CONCLUSION

The Company maintains that the facts of record support its position in this dispute. The assignment of Conductor Woodward on December 28, 1947, to operate in service as helper conductor from New York to Indianapolis was made in full conformity with the provisions of Rule 38 of the Agreement. Neither Rule 25 nor Rule 38, cited by the Organization in this dispute, required the Company to "chop up" that assignment and to give only the New York-Philadelphia portion of the trip to Conductor Woodward and the Philadelphia-Indianapolis portion to Philadelphia District Conductor Harrop. The assignment in question was a Pennsylvania Terminal District extra assignment, and Woodward properly was assigned to perform all of it.

The Organization's claim is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The record discloses that on December 28, 1947, the Pullman equipment on P. R. R. Train No. 30, St. Louis to New York, was stopped at Philadelphia and the passengers thereon were handled from there to New York in coaches, accompanied by the regularly assigned conductor. The reason for stopping the equipment at Philadelphia was that it could not be serviced in New York, due to a snow storm, and that it was equipment to be used in P. R. R. Train No. 31, ordinarily leaving New York that evening at 6:10 P. M. for St. Louis but which, on that date, left from Philadelphia.

That evening passengers having tickets on P. R. R. Train No. 31 were taken from New York to Philadelphia in coaches on P. R. R. Train No. 225 and there transferred to Train No. 31. Train No. 31 then proceeded to St. Louis. Due to heavy travel this train carried extra cars. Conductor Sands, regularly assigned to this run, was in charge of the passengers from New York and continued on to St. Louis on P. R. R. Train No. 31.

However, due to heavy travel and refunds being made to passengers, Conductor Woodward of the Pennsylvania Terminal District, was assigned to this run at New York as second Conductor, the assignment being to Altoona and return. Later, at Philadelphia, this was extended to Indianapolis.

Extra Conductor T. A. Harrop of the Philadelphia District makes this claim for compensation from Philadelphia to Indianapolis on the basis that the work, which Conductor Woodward performed, originated out of the Philadelphia District.

Rule 25 of the parties' effective Agreement, so far as material, provides:

"The seniority of a conductor, * * *, shall be confined to the district where his name appears on the seniority roster."

Rule 38, so far as here material, provides:

"All extra work of a district, * * *, shall be assigned to the extra conductors of that district when available, * * *."

The question here is, did this work to which Woodward was assigned originate in New York or Philadelphia?

The Organization also cites Rule 64 of the effective Agreement. Rule 64 relates to the minimum requirement when carrier must use conductors and to allocation of work between classes of employees. It does not relate to or control the situation here.

This situation is controlled by the Understanding of the Parties, in question and answer form, dated January 14, 1946, to the effect that when trains are turned en route both the Conductor returning home and the outbound Conductor will go with his passengers in coaches or parlor cars to complete the run. The understanding is that the outbound conductor will go with his passengers in coaches or parlor cars until he picks up his regular equipment and the trip in either coaches or parlor cars to be considered as part of the regular assignment.

By this understanding it is clear that the parties understood that any assigned Pullman operation should continue to and from its point of destination although the equipment in which it was assigned was stopped and turned enroute. Such being true then, if additional work is required in connection therewith help may be assigned thereto at the point where the needs therefor arises. The additional work on this assigned run having originated in New York, because of the heavy traffic and making of refunds, it was properly assigned to a Pennsylvania Terminal District Conductor under Rule 38 and the fact that the extra cars needed to take care of this heavy traffic could not, under the circumstances, be added until it reached Philadelphia is not controlling.

Also the fact that the assignment to Woodward was extended from Altoon to Indianapolis is, under this situation, immaterial as far as this claim is concerned.

For the reasons stated we find the claim to be without merit.

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 Employee 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 Company did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division.

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 30th day of June, 1949.