

Award No. 5936

Docket No. PC-5855

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul G. Jasper, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims that The Pullman Company violated Memorandum of Understanding Concerning Assignment of Extra Conductors, and Rules 10, 22, 25, 48 and 64 of the Agreement between The Pullman Company and Conductors in the service of The Pullman Company, when:

1. Under date of July 17, 1950, and each subsequent date, when two Pullman cars in service were taken off Rock Island Train No. 4, and were permitted to remain in the station at Kansas City, pending further movement in other trains, without the services of a conductor.

2. We now ask that the extra conductor who was entitled to the assignment be compensated for this station duty work on July 17, 1950 and each subsequent date.

The Preamble to the Agreement and Rules 65 and 66 are also involved.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in service of The Pullman Company, dated September 1, 1945, revised January 1, 1948. This Rules Agreement will be considered a part of this Statement of Facts; various rules thereof may be referred to herein from time to time without quoting in full.

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.

On July 17, 1950, two cars occupied by passengers arrived Kansas City on RI No. 4 at 3:35 A.M., and remained in the Kansas City terminal station pending further movement, without conductor services or supervision, until 7:00 A.M. of the same day.

Preamble of the Agreement reads:

"AGREEMENT—Between The Pullman Company and Conductors in the Service of The Pullman Company, Represented by the Order of Railway Conductors of America.

CONCLUSION

The record in this dispute supports the premise upon which the Company rests its case. Rule 64 is the only rule in the working Agreement which sets forth the conditions under which conductors are entitled to assignment. That Rule did not require Management to assign a conductor as contended by the Organization. The interpretation requested by the Organization would result in "featherbed" assignments since a conductor could not properly perform his duties on cars which are physically separated as were the cars of Line 244 and 230. The other rules cited by the Organization as allegedly violated or involved are either irrelevant to the question in dispute or only indirectly involved.

The Company has further shown that Awards of the National Railroad Adjustment Board support its position in this dispute. Awards 3759 and 4814 establish that conductors are entitled to assignment only to trains which carry more than one Pullman car in service. Since the cars of Lines 244 and 230 were not in joint service as a part of any train during the layover period in Kansas City, Rule 64 did not compel the assignment of a conductor to them. Therefore, the claim of the Organization is without merit and should be denied.

The Company affirms that all data submitted herewith in support of its position have heretofore been submitted in substance to the employe or his representative and made a part of the question of dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: At 3:35 A. M. July 17, 1950 two Pullman cars were switched out of a train at the Kansas City Terminal. The train from which they were switched was destined for Chicago. The one car was switched to track 18 in the Kansas City Terminal. The other Pullman car was switched to track 50. The first car was bound for St. Louis and the other for Minneapolis; these cars were approximately 650 feet apart. A third Pullman car was later switched out and placed on track 42. This car was included in the original claim, but was later dismissed. All the cars were occupied.

The claimant contends that an extra Pullman Conductor should be assigned to the two cars switched out of the Chicago bound train. That rules 10, 22, 25, 38 and 64 were violated. The contention as to the third car was dismissed by Claimant.

Rule 64 (a) provides as follows:

"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."

Under the last cited rule there can be no question but that the cars were in service.

Were they a train or part of a train while parked on different tracks and waiting to be attached to different trains as contemplated by Rule 64 (a)? To this question one must answer "No." If these two cars had remained coupled or together then they would have come within Award 3759. They would have been more than one Pullman car, in service, and would have been a train or **part of a train**. See Award 3759.

The cars in question were separated by 650 feet. Each car was separate and therefore there was not more than one Pullman car in combination as required by Rule 64 (a).

A single conductor could not have serviced both cars with the great distance between them as is contemplated by the Carrier and the rules.

We find nothing in the Rules that require the Carrier to call an extra conductor under the facts of this case. This case does not come within the rules as written. If single cars parked in a terminal are to be covered by the Agreement a rule must be negotiated under the Railway Labor Act.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 16th day of September, 1952.