

Award No. 6064

Docket No. PC-6045

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: Claim of the Order of Railway Conductors, Pullman System for and in behalf of Conductor W. J. Remy, Philadelphia District, that:

1. On April 2, 1951, Conductor Remy was assigned to report at Philadelphia, 11:40 P.M. for service with three cars on Train No. 186, as second conductor Philadelphia to New Haven, whereas Conductor Remy was available and, under Rule 10 (c), should have been assigned to report to receive for the cars he would handle on the road at the normal reporting time of 9:35 P.M.

2. Conductor Remy be credited and paid under the applicable rules of the Agreement for two hours and five minutes, which is the difference between the normal and proper reporting time in this instance, and the time he was required to report.

EMPLOYEES' STATEMENT OF FACTS: On April 2, 1951, Conductor W. J. Remy was given an assignment, the pertinent parts of which required him to report Philadelphia at 11:40 P.M., departing 11:55 P.M. in charge of three cars on Train No. 186 as second conductor to New Haven. Conductor Remy carried out this assignment.

On that date the scheduled reporting time for the regularly assigned conductor to Train No. 186 was 9:55 P.M.

The three sleeping cars to which Conductor Remy was assigned operated regularly out of Pittsburgh on Pennsylvania Train No. 46 arriving Philadelphia 11:55 P.M. In Philadelphia these three cars became part of Train No. 186, departing at 12:25 A.M. (not at 11:55 P.M., as stated in the assignment to duty slip as given to Conductor Remy) and continued to their destination (Boston and Springfield).

The regularly assigned cars that originated in Philadelphia were in charge of the regularly assigned (Philadelphia) conductor. Conductor Remy's assignment was to perform the work on the three cars originating in Pittsburgh.

The Pullman Company required the regularly assigned (Philadelphia) Pullman conductor to lift Pullman tickets in the Philadelphia depot between the hours of 9:35 P.M. and 11:40 P.M. on the night of April 2, 1951, includ-

CONCLUSION

The Company submits that the facts of record support Management's position in this dispute. The assignment of Conductor Remy on April 2, 1951, to report at 11:40 P. M. was in full conformity with Rule 10, paragraph (c), of the Agreement. Further, neither Rule 10 nor any other rule of the Agreement requires the Company to assign a conductor to receive for passing cars which have not yet arrived at the point where the conductor takes charge of them and are not available for reception of passengers. The Organization's claim that Remy should have been assigned to report at 9:35 P. M., the time the regular conductors operating on train PRR 186 report in order to receive passengers for cars which are parked in the station, is without merit. Finally, Rule 10, paragraph (c), supports Management's position that conductors within the spread of their assignment may be required to lift transportation for cars other than those they will handle on the road without additional credit or pay. The claim of the Organization requesting that Remy should be credited and paid an additional 2:05 hours should be denied.

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

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is made on behalf of Extra Conductor W. J. Remy of the Philadelphia District. It arises in connection with the service to which he was assigned, commencing on April 2, 1951, on Pennsylvania Railroad Train No. 186, Philadelphia to New Haven. Claimant contends by reason of the provisions of Rule 10 (c) of the parties' effective Agreement, he being available, the assignment should have commenced at 9:35 P. M. and not at 11:40 P. M. He therefore asks an additional two hours and five minutes of pay.

The Company handled four cars in PRR Train No. 186, Philadelphia to Boston, leaving Philadelphia at 12:25 A. M. on April 3, 1951. A regularly assigned Philadelphia District conductor was in charge thereof and reported for duty at 9:35 P. M. on April 2, 1951. These four cars originated in Philadelphia and were placed on track so passengers could get on them commencing 9:50 P. M. The regularly assigned conductor started receiving for these four cars at 9:50 P. M.

This conductor, within the spread of his assignment and up until 11:55 P. M., lifted transportation for three cars originating in Pittsburgh. These cars were a part of PRR Train No. 46, Pittsburgh to Philadelphia, scheduled to arrive Philadelphia at 11:55 P. M., April 2, 1951. At Philadelphia these cars were transferred to and became part of PRR Train No. 186, two of them going to Boston and the other to Springfield. On April 2, 1951, Claimant was assigned as second conductor on Train No. 186 in charge of these three cars from Philadelphia to New Haven with reporting time fixed at 11:40 P. M.

Rule 10 (c) is as follows:

"A conductor, within the spread of his assignment, may be required to lift transportation for cars other than those he will handle on the road without additional credit or pay, but his responsibility therefor shall cease when released from receiving service. When conductors are available, they shall receive for the cars they will handle on the road."

The meaning of "lift transportation" and "receive for the cars they will handle on the road" are not synonymous. The duties covered by the latter are much broader than the former and include the duty of lifting transportation. What the rule means is that when the cars which a conductor will handle on the road are available so that all the duties of receiving can be

performed that then the conductor assigned thereto, if available, must be used for that purpose. On the other hand, if the cars are not available for that purpose the rule provides that a conductor on duty receiving for the cars that he will handle on the road may, while he is so receiving and within the spread of his assignment, lift transportation for such cars, that is, cars other than his own.

The latter is the situation here. The regular conductor assigned to the four cars originating Philadelphia was on duty receiving for those cars. The three cars from Pittsburgh were not scheduled to arrive until 11:55 P. M. Until they arrived at Philadelphia no passenger could be received thereon and the only duty in regard thereto that could be done was to lift their transportation. Consequently, it was proper, under the authorization of Rule 10 (c), for the regular conductor on duty to lift transportation of passengers traveling on these three cars while receiving for his own cars and within the spread of his assignment but not after 11:55 P. M. when the three cars originating Pittsburgh were scheduled to arrive at Philadelphia.

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 did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 30th day of January, 1953.