Award No. 6375
Docket No. PC-6468

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Emmett Ferguson, 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 Conductor C. J. Lattimore, Chicago Central District, that:

(1) Paragraphs (e) and (a) of Rule 38 of the Agreement between The Pullman Company and its Conductors were violated by the Company on February 12, 1952, when the Company improperly assigned Conductor L. I. Ate, Seattle District, to an operation Harrisburg to Chicago via PRR, Chicago to Denver via CRI&P, thence from Denver to Portland via UP, and finally Portland to Seattle via NP.

(2) Conductor C. J. Lattimore, Chicago Central District, the Conductor properly entitled to the trip Chicago to Seattle be paid under the Memorandum of Understanding Concerning Compensation for Wage Loss shown on page 85 of the Agreement for this assignment improperly withheld from him.

EMPLOYES' STATEMENT OF FACTS: I On February 12, 1952, the Company issued the following assignment in extra road service to Conductor L. I. Ate, Seattle District, then at Harrisburg, Pa.:

Harrisburg to Chicago via PRR;
Chicago to Denver via CRI&P;
Denver to Portland via UP;
Portland to Seattle via NP.

Conductor Ate performed this assignment.

II

On February 12, 1952, Conductor L. I. Lattimore, Chicago Central District, was available for assignment.

III

The following Rules are involved in this dispute and are here quoted in full:

"Rule 38. Operation of Extra Conductors. (e) This Rule shall not operate to prohibit the use of a foreign district conductor out of a station in service

should be paid the amount he would have earned in the event he had been permitted to make the trip. In this dispute, as in the instant case, the Organization contended that the Company was not returning the foreign district conductor by a direct rail route, i.e., the shortest route, as provided in Rule 38, paragraph (e). On the other hand, the Company took the position that the difference in mileage, both as to actual mileage and percentagewise, was insignificant.

In denying the claim the Board made reference to Award 5763, previously referred to and quoted in part in this ex parte submission, and stated as follows:

> "We have taken cognizance of Award 5763, this Division, involving the same parties, cited by the Carrier, and also the case settled on the property, cited by the Employes, and the contentions of the parties in each case. It is apparent in both cases the mileage factor was taken into consideration in the application of Rule 38 (e). While some controversy exists between the parties with reference to the percentage of mileage, that is, whether it is so insignificant in fact that it would make no particular difference insofar as the direct route is concerned, as contended for by the Carrier, or as contended for by the Employes where there must be no leeway in percentage of mileage.
>
> As stated previously in the opinion, Rule 38 (e) contains none of the factors contended for by either of the parties in this case. We believe that a reasonable interpretation of the rule requires us to hold that when Conductor R. C. Lansberry deadheaded from Denver to San Antonio by way of Dallas, Dallas was an intermediate point on a direct route. Rule 38 (e) does not specify the most direct route, or the shortest direct route. The hour of arrival in any event would be the same as shown by the record. We believe under the circumstances that Rule 38, paragraph (e), was substantially complied with by the Carrier."

CONCLUSION

In this submission the Company has shown that the assignment given to Conductor Ate to operate in service on a direct route to his home station was proper under the provisions of Rule 38, with especial reference to paragraph (e), Question and Answer 1. No provision of Rule 38, which Rule the Organization alleges has been violated in this dispute, prohibited Management from assigning a Seattle District conductor to Seattle by the route in question. Further, Awards 5763 and 6009 of the Third Division, National Railroad Adjustment Board, support the Company's position in this dispute.

The claim that Conductor Lattimore is entitled to be paid for the trip Chicago-Seattle is without merit and 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 the question in dispute.

(Exhibits not reproduced)

OPINION OF BOARD: In this docket it must be determined whether or not the rule has been violated, which permits the use of a foreign district Conductor in a direct route toward his home station.

The routing from Chicago to Seattle via Denver appears to have been substantially longer both in point of time and of miles. Our findings rest on this substantial difference and we are of the opinion that in this instance there was a deviation from a direct route so great as to constitute a violation of the rule.

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 Employes involved in this dispute are respectively Carrier and Employes 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 violated in making the assignment via a route substantially longer both in miles and in time.

AWARD

The claim is sustained in conformity with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 19th day of October, 1953.