

Award No. 6475

Docket No. PC-6253

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward M. Sharpe, 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 J. C. Torrie, S. A. Magaw and G. C. Shaver, Columbus Agency, that:

1. Conductors Torrie, Magaw and Shaver were required to relinquish supervisory and other duties properly performed only by these conductors, these duties being performed by other Pullman employes not possessing seniority rights to perform Pullman Conductors' work.

2. This deprivation of work rights was in violation of Rule 64 (e) of the Agreement between The Pullman Company and its Conductors, effective Jan. 1, 1951, and in further violation of Rule 25 of this same Agreement.

3. This loss occurred as a result of the Operation of Conductors Form 93.126 issued by the Pullman Company, Columbus, Ohio Agency, August 22, 1951, effective August 15, 1951, governing conductor operations on Pennsylvania Railroad Trains Nos. 202-203 between Columbus, Ohio and Pittsburgh, Pa., designated as Line 6602.

4. Conductors Torrie, Magaw and Shaver be credited and paid under appropriate rules of the Agreement for all time so lost between the hours of 7:30 A.M. and 8:20 A.M. daily from the effective date of the above order to the date when these job rights are restored to these conductors.

5. Conductors Torrie, Magaw and Shaver be credited and paid under Rule 24 for such work as they have been required to perform on such "relief days" as they have been deprived of as a result of the improper issuance of an Operation of Conductors Form 93.126 effective August 15, 1951; and further credited and paid held for service time as provided in Rule 9.

6. The extra conductors, Columbus Agency deprived of making the trip on PRR Trains Nos. 202-203 on such "relief days" be credited and paid for each such trip lost subsequent to August 15, 1951.

a new rule for the parties. The Board, however, lacks the authority to write rules. Clearly, the above-quoted Awards of the Third Division support the Company's position in this dispute and establish that the Organization's claim that the Company was required to have the conductors operating in Line 6602 remain on duty until the arrival of train No. 32 in Pittsburgh is without merit.

CONCLUSION

The record in this dispute supports the premise upon which the Company rests its case. The Company has shown that the rules cited by the Organization in this dispute do not require the Company to keep the conductors operating in Line 6602 on duty after arrival in Pittsburgh in order to turn the car of Line 6602 over to the conductor of PRR train No. 32 upon arrival of the latter train in Pittsburgh. The Company has further shown that awards of the National Railroad Adjustment Board support its position in this dispute. In order for the Board to sustain the claim of the Organization and to hold that the Company was in error in changing the operation of conductors in Line 6602, the Board in effect would have to write a new rule into the Agreement between the parties. This the Board is without authority to do. 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 presented in substance to the employees or their representative and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves an interpretation of Rule 64 (e) which reads as follows:

"When passengers are permitted to occupy a car or cars in charge of a conductor beyond the scheduled arrival time at the foreign or home terminal of the conductor, he shall not be released from duty until the scheduled time the car or cars are to be vacated."

The facts in this case are as follows: During the period July 8, 1951 to August 15, 1951, conductors of the Columbus, Ohio Agency operated regularly in the conductor operation designated as Line 6602 between Columbus, Ohio and Pittsburgh, Pa. on Pennsylvania Railroad trains Nos. 202-203. The conductors assigned to the run designated as Line 6602 from Columbus to Pittsburgh handled the Pullman cars of Lines 6602, 2364 and 2379 which terminated at Pittsburgh. The conductors also handled the car on Line 2335 destined for New York City. Train No. 202 arrived in Pittsburgh at 7:00 A. M. and the conductor remained with the car of Line 2335 after arrival in Pittsburgh until 7:50 A. M. at which time Train No. 32 on which car of Line 2335 was carried from Pittsburgh and New York City arrived and the conductor of that train took charge of the car on Line 2335. Thereafter at 8:20 A. M. the conductors operating on Line 6602 were released from duty in Pittsburgh.

Effective August 15, 1951 the conductor operation on Line 6602 was changed and under the new operating schedule conductors were no longer required to remain on duty after arrival in Pittsburgh and were not required to turn over the car of Line 2335 to the conductor of Train No. 32. The conductors were released from duty at 7:30 A. M.

The Employees contend that the Carrier violated the rules when it changed the conductors' operation in Line 6602, effective August 15, 1951, so that the conductors in that assignment no longer remained on duty in charge of the car of Line 2335 in Pittsburgh until the arrival of Train No. 32 at that point and that Rule 64 (e) requires that conductors be continued on duty in charge of the New York car until 7:50 A. M. which is the scheduled

arrival time of Train 32 after which the established release time of thirty minutes is to be observed making the proper release from duty at 8:30 A. M.

The Employes also urge that 64 (e) specifically provides and requires that a conductor be continued on duty to perform certain duties and assume responsibility for supervising an occupied through car after arrival in Pittsburgh until the arrival of the train to which it is to be connected and to continue in responsibility until it is possible to turn over this responsibility to someone entitled under the Agreement to perform Pullman conductor work.

The Carrier contends that when the car was cut off of Train 202 and lays over at Pittsburgh to be picked up by Train 32 with ultimate destination New York City, the Carrier has the option under Rule 64 (d) of assigning other than conductors at such points, unless two or more cars "are being loaded at the same time in the same station prior to attachment to through trains on which Pullman cars are operated" in which event a conductor must be assigned.

This case requires an interpretation of Rule 64 (e) which reads as follows:

"When passengers are permitted to occupy a car or cars in charge of a conductor beyond the scheduled arrival time at the foreign or home terminal of the conductor, he shall not be released from duty until the scheduled time the car or cars are to be vacated."

In the instant case a Pullman conductor was required on the train for the reason that the train carried more than one Pullman car as required by Rule 64 (a). Under such circumstances a Pullman conductor, being required to serve as a Pullman conductor from Columbus, Ohio to Pittsburgh, Pa., has the right to be in charge of the Pullman car until his duties can be transferred to someone who possesses seniority rights to perform Pullman conductors' work. However, this ruling only applies when the train is occupied with passengers as in the case at bar.

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 Carrier violated the Agreement.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 9th day of February, 1954.