

Award No. 6622

Docket No. PC-6606

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

LeRoy A. Rader, 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. R. Condit, Fort Worth District, that The Pullman Company violated Rule 38 of the Agreement between The Pullman Company and its Conductors when —

1. Under date of July 19, 1952, Conductor Condit was given an assignment deadhead on pass on MK&T Train No. 25 to Waco and to handle Line 3281 and extra cars on MK&T Train No. 26 to Fort Worth.

The destination of these extra cars was Wichita, Kansas, and they moved from Fort Worth on Train Santa Fe No. 6 with Line 3281.

2. We contend that Conductor Condit should have been given an assignment from Waco to Wichita, the destination of the cars.

On July 19, 1952, Conductor J. M. Beverlin of Kansas City District, was given an assignment from Kansas City to Denison, Texas and thence to deadhead Denison to Fort Worth.

Fort Worth District gave Conductor Beverlin an assignment on Santa Fe Train No. 6 Fort Worth to Wichita in violation of Rule 38.

3. We now ask that Conductor Condit be credited and paid for a service trip Fort Worth to Wichita, and for a deadhead trip Wichita to Kansas City.

EMPLOYES' STATEMENT OF FACTS: I. On July 19, 1952, Conductor J. M. Beverlin, Kansas City District, was given an assignment in extra road service Kansas City to Denison, Texas, thence deadheading Denison to Fort Worth.

o Kansas City
o Denison
o Fort Worth

On July 19, 1952, Conductor C. R. Condit, Fort Worth District, was given an assignment to deadhead Fort Worth to Waco and thence to per-

having jurisdiction over that outlying point. If the outlying point is under the jurisdiction of more than one district, the district having jurisdiction over the railroad on which the conductor arrived at the outlying point will be the district involved."

* * * * *

The Memorandum of Understanding has no direct application to the instant dispute inasmuch as it deals solely with the operation of two or more cars without a conductor. However, it clearly shows the intent of the parties signatory thereto and establishes that the Organization concedes it is necessary to move a conductor whose service trip terminates at an outlying point into the foreign district having jurisdiction over that point for further instruction and assignment.

Rules 66 and 38 (a), previously quoted, and the above-mentioned Memorandum clearly recognize that a district or agency is not confined to the point at which the headquarters of that district or agency are located, but is a geographical area embracing outlying points over which the district or agency has jurisdiction. Rule 66 provides that there shall be no revision of the Book of Maps of May 16, 1949, captioned **THE JURISDICTION OF DISTRICTS AND AGENCIES Over Conductor Assignments at Outlying Points**, affecting the seniority rights of conductors of a given district or agency to work arising at outlying points without conference and agreement between Management and the General Chairman of the Organization. Rule 38(a) sets forth that the extra work arising in a district or agency is not confined to the headquarters of that district, but encompasses extra work arising at outlying points in the geographical area comprising the district. Thus, the rules clearly contemplate that a district is a geographical area for assignment purposes. The requirement that a foreign district conductor who has been deadheaded from one district to another shall not be used in service before all available extra conductors of that district have been used is not applicable to a situation in which a conductor is dead-headed for assignment purposes between points which are embraced in the geographical area comprising his home district. Finally, the Memorandum of Understanding establishes that the Organization recognizes that conductors usually are dead-headed from outlying points to the headquarters of the district for further assignment.

CONCLUSION

In this ex parte submission the Company, having conceded that if Company practice had been followed Condit would have been assigned to operate in service, Waco-Wichita, has shown that Conductor Condit was properly credited and paid for the work to which he was entitled and which he actually performed. Also, in this submission The Pullman Company has shown that the assignment given to Conductor Beverlin at Fort Worth on July 19, 1952, was proper under the applicable provisions of Rule 38. No provision of Rule 38, which Rule the Organization alleges has been violated in this dispute, prohibited Management from assigning Kansas City District Conductor Beverlin to operate in extra service from Fort Worth to Kansas City, which route was a direct route toward his home station. The claim 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.

OPINION OF BOARD: The facts, citation of rules and awards relied upon in support of the respective positions taken by the parties are set out in detail in the record and will not be reviewed in this Opinion.

The question to be decided is: Was the assignment given Conductor Beverlin at Fort Worth permissible under the provisions of Rule 38 (e) ?

In our opinion the answer must be in the affirmative for the following reasons: Paragraph (a) of Rule 38 deals with extra work arising in districts; paragraph (e) is an exception to (a) and gives a foreign district conductor preference over local district extra conductors to service moving in a direct route toward his home station or to a point within a radius of 50 miles of his home station. And this despite the availability of a local extra conductor.

Under facts here presented the assignment of Conductor Beverlin, a foreign district conductor, available at Forth Worth, was properly made under Rule 38(e) as he was assigned service moving in a direct route towards his home station at Kansas City and therefore Carrier had the right to so assign him and in so doing did not violate the Agreement.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That both parties to this dispute waived oral hearing thereon;

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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 there was no violation of the Agreement hence claim denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 14th day of May, 1954