

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 Extra Conductor C. W. Miller and other Extra Conductors, Chicago South District, that:

1. Pullman Conductors possess the exclusive right to perform certain work in connection with Pullman cars in service, including specifically the right to collect Pullman tickets, by virtue of Rule 25 and other provisions of the Agreement between The Pullman Company and its Pullman Conductors, except as to such of this work as is specifically exempted under Rule 64 of the Agreement.

2. The craft rights possessed by Pullman Conductors were violated by the Company on May 1, 1953, and subsequent dates when Pullman tickets were lifted by the second Illinois Central Train Conductor assigned to IC Train No. 5, the Panama Limited.

3. Extra Conductor C. W. Miller, who was entitled to assignment on IC Train No. 5 on May 1, 1953, be credited and paid not less than 7:00 hours for an extra service trip, Chicago to Champaign, and not less than 7:00 hours for a deadhead trip, Champaign to Chicago.

4. Each Chicago South District Extra Conductor entitled to compensation by virtue of the use of a (Second) Train Conductor to lift Pullman transportation on IC Train No. 5 subsequent to May 1, 1953, be likewise credited and paid.

EMPLOYES' STATEMENT OF FACTS:

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On May 1, 1953, Illinois Central Train Conductor George Sheehan lifted Pullman tickets on IC Train No. 5, the Panama Limited. (See Exhibit No. 1 attached.)

On subsequent trips various Illinois Central Train Conductors lifted Pullman tickets on this same train. (See Exhibits Nos. 2 and 3 attached.)

the part of Pullman conductors. Also, Third Division Award 3471 is not applicable to this dispute in that the Company has furnished a Pullman conductor to perform the work in question (Exhibit A, pp. 24-25).

CONCLUSION

In this ex parte statement the Company has shown that it has complied with the provisions of Rules 25 and 64 of the Agreement in that it assigned a Pullman conductor to operate on the "Panama Limited" between the points involved. Also, the Company has shown that the Organization improperly is attempting to limit Management's prerogative in the matter of assigning a second Pullman conductor to a train. Finally, the Company has shown that the Awards cited by the Organization do not support its contention in this dispute. The Organization's claim that extra Conductor C. W. Miller, Chicago Southern District, and other extra conductors of that district are entitled to be compensated not less than 7:00 hours for a service trip, Chicago-Champaign, and not less than 7:00 hours for a deadhead trip, Champaign-Chicago, May 1, 1953, and subsequent dates is without merit and should be denied.

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

(Exhibits not reproduced.)

OPINION OF BOARD: The general facts in this case are not in dispute. The historical background is as follows: For several years prior to June 16, 1952, two Pullman conductors were assigned to the Panama Limited out of Chicago. Effective as of June 16, 1952, one of these conductor assignments was discontinued; on December 3, 1952, the Illinois Central Railroad assigned a second train conductor on this train to operate between Chicago and Champaign, Illinois. It is alleged this second train conductor lifted all Railroad and Pullman tickets in certain cars and this situation brought into being these claims. Rules 25 and 64 are cited and discussed by the Parties and provide in part:

"Rule 25. Basic Seniority Date. The seniority of a conductor, which is understood in this Agreement to mean his years of continuous service from the date last employed, shall be confined to the district where his name appears on the seniority roster."

"Rule 64. Conductor and Optional Operations. (a) 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."

There seems to be agreement on the proposition that a train conductor did lift Pullman tickets at the time in question and this we deem to have been in violation of the Agreement. Also, there is injected into the record the proposition of placing an additional conductor on this train. We do not construe this to be a subject for decision on this record. The placing of sufficient conductor personnel on trains we deem to be a prerogative of the Carrier and if in the exercise of that right, it is contended the Agreement is violated, the Organization has a remedy thereunder.

We consider the question here to be determined relates to the contemplated duties of a Pullman conductor under this Agreement and we are of the opinion that the duties are those intended and contemplated by this Agreement and therefore belong to petitioners under the facts presented. Train conductors should not have performed these duties the work in question being that which is ordinarily and traditionally performed by Pullman conductors.

The principle stated in (1) of claim is deemed to be correct. Claim (2) should be sustained to the extent of specific dates on which the violation of Agreement occurred. Claim (3) sustained. Claim (4) is sustained only for specific dates on which violation of Agreement can be shown to have occurred.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties of 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 Carrier violated the Agreement as per Opinion.

AWARD

Claims sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 4th day of March, 1955.

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Interpretation No. 2 to Award No. 6909

Docket No. PC-6864

NAME OF ORGANIZATION: Order of Railway Conductors, Pullman System

NAME OF CARRIER: The Pullman Company

Upon application of the Organization involved in the above Award, this Division was requested to make a second interpretation the same by reason of an alleged dispute between the parties as to the meaning and application of Claim 4, as provided for in Section 3, First, (m) of the Railway Labor Act.

This request of the Organization for an interpretation of this Award is filed pursuant to Section 3, First, (m) of the Railway Labor Act, as amended, as follows:

"In case a dispute arises involving the interpretation of an award a Division of the Board upon request of either party shall interpret the award in the light of the dispute."

Award 6909 has been previously before this Board for an interpretation which interpretation was adopted on June 28, 1956.

It is alleged by the Organization that subsequent to Interpretation No. 1 to Award 6909 the Organization presented to the Carrier specified dates on which the violations did occur. These dates are in a letter from the General Chairman of the Organization directed to the Supervisor of Labor Relations of the Carrier under date of July 5, 1956. The record now made appears to be a sufficient compliance with Award 6909 and Interpretation of Claim (4) as stated in Interpretation No. 1.

Accordingly the request for payment made by the Organization is sustained that the claims should be paid.

Referee Le Roy A. Rader who sat with the Division, as a Member thereof, when Award 6909 was adopted and likewise served when Interpretation No. 1 was adopted, also participated with the Division in making this interpretation.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 20th day of September, 1957.