

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John Day Larkin, Referee

PARTIES TO DISPUTE:

**ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN,
PULLMAN SYSTEM**

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors and Brakemen, Pullman System, claims for and in behalf of extra Conductor F. J. Byrne and other New York Central District extra Conductors, that:

1. Rule 10 (c) of the Agreement between The Pullman Company and its Conductors, effective January 1, 1951, was violated by the Company on July 15, 1954, when the Company failed to assign Conductor F. J. Byrne to handle, on the road, certain cars operated on New York Central Train No. 67 from New York City to Chicago, Illinois, Conductor Byrne having been assigned to receive for these cars on this date.

2. Rule 10 (c) of this same Agreement was similarly violated by the Company on subsequent dates (Saturdays excepted) in similar fashion in connection with other New York Central District extra Conductors.

3. Rule 31 is also involved.

4. Conductor F. J. Byrne and other extra Conductors, New York Central District, be additionally credited and paid the difference between credit and pay received for each Station Duty assignment herein involved and the credit and pay each would have received had he been assigned as required by the Agreement, namely, to handle on the road between New York and Chicago the cars for which he received.

EMPLOYES' STATEMENT OF FACTS:

I.

During the period preceding June 11, 1954, Pullman Conductors operating on New York Central Trains 67-68, the Commodore Vanderbilt, operating between New York and Chicago, were governed by Operation of Conductors forms dated April 23, 1954. Two New York Central District Conductors were assigned to this train each day on both the outbound and the inbound trips.

First, Conductors were assigned to the Commodore Vanderbilt by means of the Operation of Conductors form covering Line 5217. This Operation of Conductors form dated April 23, 1954 directed the first Conductor to

All data presented herewith in support of the Company's position have heretofore been submitted in substance to the employe or his representative and made a part of this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts of this case are undisputed. Prior to June 11, 1954, two conductors were assigned to receive passengers and handle the cars on Trains 67 and 68 (the Commodore Vanderbilt) between New York and Chicago. On June 10, 1954, the Carrier issued operation of conductors' form establishing Line 5217, effective June 11, 1954, which provided for two conductors on the eastbound run only. This form showed that the service to be performed by the regular conductor assigned to the Commodore Vanderbilt would include receiving in New York between the hours of 3:45 P. M. and 4:30 P. M. and the handling of ten cars (14 on Saturdays) from New York to Chicago. In short, the westbound run after June 11, 1954, had one regular conductor assigned.

But on July 15, and subsequently, the Carrier assigned an extra conductor to station duty in New York to assist the regular conductor, assigned to Train 67, in receiving—except on Saturdays, when two conductors operated on the westbound trip as they had done prior to June 11, 1954. The instant claim was filed with the contention that Rule 10 (c) requires that the conductor who receives at the station shall handle on the road the cars for which he receives. The parties, being unable to resolve the issue, have appealed to the Board for an interpretation of the pertinent rules.

Rules 10 (a) and 10 (c) have been cited. These provide that:

"(a) When an extra conductor is required to perform station duty, load trains, or when called and reporting for road service and not used, such time shall be credited on the hourly basis and paid for in addition to all other earnings for the month, with a minimum credit of 3:45 hours for each call, except as provided in paragraph (d) and Question and Answer 3 of this rule.

* * * * *

"(c) 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.**" (Emphasis added.)"

The Carrier contends that Rule 10 (a) and not Rule 10 (c) is controlling in the instant case. And it cites many instances of the use of extra conductors for station duty, including the receiving of passengers where other, regular conductors handle the cars on the road. But this is the point at which the sharp dispute arises. The Employees admit that there is a time and a place for the use of extra conductors for such service; but they claim that this must be where there is no regular conductor **available**. Claimant's argument is based upon the contention that, since the adoption of Rule 10 (c) in 1945, it has been the practice to permit extra conductors to receive for a regular conductor **only where the latter is not available**.

Three examples are given by the Employees to illustrate this undisputed practice. First, there is the situation where a train travels from station A, through station B, to station C. If there are extra Pullman cars to be picked up at station B, quite obviously someone may be assigned to receive passengers at B, since the conductor assigned to that run is **not available** at the latter station. The second illustration, cited by the Employees, is where the regular conductor for the run is not due to report in to receive passengers until 8 P. M. to 9 P. M., and for some reason it becomes necessary to have cars open for passengers before 8 P. M. In this case, as in the above example, the Employees concede that it is legitimate to assign an extra con-

ductor, as provided in Rule 10 (a). The third case in point is where only one Pullman is to go on a run, with Porter in charge, and no conductor is required. In such a case, admittedly, an extra conductor on station duty may receive for cars that he does not handle on the road. But, the Claimant contends that **only where the regular conductor is not available** is it permissible to use extra conductors to receive for cars which they are not to handle on the road.

It seems clear and undisputed that Rule 10 (a) applies to the assignment of extra conductors to station duty, or "when called and reporting for road service and not used . . ." This tells how such extra conductors must be paid for such calls.

It appears that Rule 10 (c) applies to regular conductors, who may be required either to lift transportation for cars other than those they will handle on the road, or **when they are available**, to receive for the cars they will handle on the road. The last sentence of Rule 10 (c) should not be taken out of context. It is but a part of the paragraph. And the purpose of this paragraph appears to be an explanation of how "conductors", not "extra conductors", may be used in the matter of lifting transportation. **When available**, these conductors will receive for the cars they will handle on the road. When they are not available, for whatever reason, obviously an extra conductor on station duty may be assigned to receive. But this does not mean that an extra conductor, assigned to station duty, must be sent out on a run with the passengers he has checked in at the gate.

Admittedly, extra conductors have received passengers for cars which they did not handle on the road, in various situations. The Employees have listed three such situations. At least two of these involved receiving at the point of the train's departure. The only issue here is whether an extra conductor, on station duty, may be assigned to assist a regular conductor in receiving passengers and then not be assigned to make the run. We see nothing in the language of Rules 10 (a) and 10 (c) which requires the Carrier to assign an extra conductor to road service at any particular time or place, regardless of what his station duty assignment may have been.

The claim is without merit.

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 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 4th day of April, 1957.