

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Frank Elkouri, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: The Order of Railway Conductors and Brakemen, Pullman System, claims for and in behalf of Parlor Car Conductor A. J. Corbett, that:

1. Conductor Corbett was held off of his regular assignment from 9:45 A. M. November 23rd until 12 noon November 26, 1956, or 22:45 hours.

2. We now ask that Conductor Corbett be credited and paid as provided in Rules 8 and 20, for 22:45 hours.

Rules 35 (j) and 46 are also involved in this dispute.

EMPLOYES' STATEMENT OF FACTS:

I.

On November 21, 1956, Parlor Car Conductor A. J. Corbett of the Milwaukee Road was regularly assigned to trains 3-2 and 5-6 between Chicago, Illinois and Minneapolis, Minn. Conductor Corbett was scheduled to report in Chicago at the Union Station at 9:45 A. M. for train #5 on November 23rd.

Conductor Corbett was instructed by Management to report at 7:00 A. M. on November 23rd in the yards, for Dining Car #111. This Dining Car was scheduled to move out of Chicago on train #3 at 1:00 P. M. destined for Minneapolis, Minn. Dining Car #111 operated in service out of Minneapolis on November 24th for a trip Minneapolis to Madison, Wisconsin and return. Dining Car #111 then moved in deadhead service from Minneapolis back to Chicago.

II.

Conductor Corbett reported in the yards at 7:00 A. M. on November 23rd for Dining Car #111 as instructed. Train #5 to which Conductor Corbett was regularly assigned, was permitted to operate from Chicago to Minneapolis without the services of a Parlor Car Conductor in violation of Rules 24 and 52. Conductor Corbett was held off of his regular assignment and was used in another class of service in which he holds no seniority.

OPINION OF BOARD: The claim was filed "for and in behalf of" Conductor A. J. Corbett and it alleges that he "was held off his regular assignment" during the period stated in the claim. However, the Record establishes that Claimant Corbett in fact chose not to work his regular assignment as Parlor Car Conductor on Trains 5-6 and elected, desired and agreed instead to perform other service with the Carrier on a football special (which resulted in increased earnings on his part), namely, Dining Car Steward on Dining Car #111, which service was not covered by the Parlor Car Conductors Agreement. Though the Carrier was unable to find a replacement for Claimant on Train 5 it has paid the claim of regularly assigned Conductor Hockenbury under the Memorandum of Agreement of April 5, 1955, for the Parlor Car Conductor service which Claimant Corbett would have performed on Train 5 during the period in question had he not elected to leave his assignment to perform service under the Dining Car Stewards Agreement, and the Carrier has paid Conductor Michau for deadheading and for actually performing Claimant's assignment on Train 6 during said period.

Claimant Corbett was not "held off" his regular assignment as alleged and the present claim which was filed solely "for and in behalf of" Claimant Corbett must be denied.

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 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 for reasons stated in Opinion the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1961.