

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Albert L. McDermott, 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 Conductor H. E. Smith, Asheville Agency, that Rules 25, 38, and 64 of the Agreement between The Pullman Company and its Conductors were violated, when:

1. On June 8, 1957, Main 1476 and Main 1705, composed of Pullman Cars Elisha Gray, Lake Belanona, Glen Hope, Lake Cary, Centsoma, and Latrobe, in service, operating under lines special, were held in Charlotte, N. C., pending further movement, without the services of a Pullman Conductor.

2. Because of this violation we now ask that Conductor Smith be credited and paid, under the applicable rules, for a deadhead trip Asheville to Charlotte, for a station duty assignment in Charlotte, and for a deadhead trip to Charlotte to Asheville, or a total of 23:45 hours.

EMPLOYES' STATEMENT OF FACTS:

I.

There is an Agreement between the parties, bearing the effective date of January 1, 1951, and amendments thereto on file with your Honorable Board, and by this reference is made a part of this submission as though fully set out herein.

For ready reference and convenience of the Board, the pertinent parts of the Rules which are directly applicable to the dispute are quoted as follows:

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

“The mere fact that engines were changed could not be material. Nor would it be material that a different Railroad Company took up the operation of the train at this point.”

In the light of this well considered precedent we have no difficulty in reaching the conclusion that the two Pullman cars at Philadelphia continued “in service” until they were vacated by the occupying passengers at or before 8:00 A. M. The train of which these cars had been a part, on and before their arrival at Philadelphia, had proceeded on to its destination, which was New York. These cars had been dropped from the train at the 30th Street Station. Their subsequent movement to the Broad Street Station did not constitute a train or part of a train, within the meaning of the Rule as it has been interpreted.”

It is apparent from the above Award that the determination of whether or not conductors are entitled to assignment under Rule 64 to Pullman cars occupied by passengers at a given point depends upon whether the cars are part of a train and whether they are in service. In Award 4814, the Board found that the cars were in service but that they were not part of a train. The Board pointed out in particular that the cars could not be a part of train No. 108, which had carried the cars into Philadelphia, because that train had proceeded to its destination, New York. Similarly, in the instant dispute, the military cars could not be a part of a train since the “Augusta Special,” which carried the cars into Charlotte, had proceeded to its destination and “The Peach Queen” had not yet arrived.

CONCLUSION

The Company has shown that Rule 64 is the only rule in the working Agreement which sets forth the conditions under which conductors are entitled to assignment and that this rule did not require Management to assign a conductor to the military cars in Charlotte as contended by the Organization. Further, the Company has shown that Award 4814 of the National Railroad Adjustment Board supports its position in this dispute.

The claim should be denied.

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

(Exhibits not reproduced.)

OPINION OF BOARD: On June 8, 1957, six sleeping cars of a military movement known as Main 1476 and Main 1705 enroute from Augusta to Washington, D. C. arrived at Charlotte, N. C. between 6:55 and 7:22 P. M. (the exact time is in dispute) on Southern Railway Train No. 32. The six cars were cut out at Charlotte to await the arrival of Train No. 30 at 8:10 P. M. They were then attached to No. 32 and carried through to Washington. Pullman Conductors were in charge from Augusta to Charlotte and Charlotte to Washington. During the layover period at Charlotte the cars were without the services of a conductor. This factor gave rise to the instant claim.

Rule 64 of the effective Agreement provides in part:

"(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. . . ."

The claim is similar in all material respects to a claim recently before this Board. The claim in the latter case was sustained in Award No. 10307. It is not palpably wrong. That award governs the instant case.

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

That the parties waived oral hearing;

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 the Company violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February 1962.

DISSENT TO AWARD NO 10373, DOCKET NO. PC-10935

The Carrier Members have dissented to each of the Awards of the Division relied upon by the majority.

What we said in our Dissents to Award No. 10307 and the other Awards relied upon is applicable to Award No. 10373, and is, by reference, made a part hereof.

R. E. Black

R. A. DeRossett

W. F. Euker

G. L. Naylor

O. B. Sayers