

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Eugene Russell, 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 J. K. Schumacher, Cleveland District, that The Pullman Company violated the rules of the Agreement between The Pullman Company and its Conductors, with special reference to Rule 25, when:

1. Under date of August 1, 1959, a special train consisting of nine Pullman cars in service was operated from Cleveland, Ohio to Louisville, Kentucky, without the services of a Pullman conductor.

2. Because of this violation we now ask that Conductor Schumacher be credited and paid just as though he had operated on this special train, for an extra service trip Cleveland to Louisville and for a deadhead trip from Louisville back to Cleveland; also for 13:40 hours' held-for-service time in Cleveland after returning from the deadhead trip.

Rules 6, 22, 24, 7, 9 and 64 are also involved.

I.

EMPLOYES' STATEMENT OF FACTS: There is an Agreement between the parties, bearing an effective date of September 21, 1957, and amendments thereto on file with your Honorable Board, and by this reference is made a part of this submission the same as though fully set out herein.

II.

At 9:45 P. M., August 1, 1959, a special train consisting of nine Pullman sleeping cars was placed in service at the East 55th Street Station, Cleveland, Ohio. These sleepers were occupied by National Guard Officers and enlisted men who were destined for Henderson, Ky., via Louisville, Ky. This military movement was scheduled to depart from Cleveland at 12:01 A. M., EST, August 2nd. For military identification, was designated as Mains 1178 and 1209.

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 this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between the Order of Railway Conductors and Brakemen, Pullman System and The Pullman Company.

The Organization claims specific violation by the Carrier of Rule 64 A and in support of its claim relies upon Rules 6, 7, 9, 22, 24, and 25 of the effective agreement between the parties.

The facts are important for informative purposes for a proper understanding of the issues involved, hence they are briefly summarized herein as follows:

At 9:45 P. M., August 1, 1959, a special train consisting of nine Pullman sleeping cars was placed in service at the East 55th Street Station, Cleveland, Ohio. These sleepers were occupied by National Guard Officers and enlisted men who were destined for Henderson, Kentucky, via Louisville, Kentucky. This military movement was scheduled to depart from Cleveland at 12:01 A. M., EST, August 2nd. For military identification, was designated as Mains 1178 and 1209.

Since a military movement of this nature is classified as extra service, extra Conductor C. F. Ruth was assigned to this movement at the scheduled signout period of August 1st by the Cleveland District Office. Conductor Ruth's assignment to this PRR special train instructed him to report at 9:45 P. M., August 1, 1960, at the East 55th Street Station in Cleveland.

At about 11:25 P. M., August 1st, or 1 hour and 40 minutes after scheduled reporting time, a Mr. Northern, Pennsylvania Passenger Representative, phoned Superintendent Duffey at his home and reported that the nine sleepers at the East 55th Street Station were without the services of a Pullman conductor.

Superintendent Duffey then tried, by phone, to contact Conductor Ruth at his home, but without success. He next phoned regular Conductors Schumacher and Keller, in that order, and both for the same reason of not enough time to make the train before departure, were unable to fill the assignment. Superintendent Duffey again phoned Conductor Ruth and this time he contacted him. Conductor Ruth, in reply to Mr. Duffey's inquiry as to why he had failed to cover his assignment, stated that he had overslept.

Superintendent Duffey's next move was to call The Pullman Company's Agent, Mr. Soucie, at Indianapolis, Indiana. Mr. Soucie replied to Mr. Duffey's request that he would be unable to furnish a conductor for the nine sleeping cars (military special) when it reached Indianapolis. Consequently, these sleeping cars of National Guard Officers and enlisted men were without the services of a Pullman conductor from Cleveland, Ohio to Louisville, Kentucky.

From a careful and thorough study of this record, the briefs filed by the respective parties and prior awards of this Board we find it necessary to deny the claim of Conductor J. K. Schumacher for unworked time claimed as the result of the absence of a Pullman conductor on the special train here involved.

We are of the opinion that the Carrier did all that was reasonably possible to provide for the operation of a conductor on this special train from Cleveland, Ohio to Louisville, Kentucky on August 1 and 2, 1959 and although we agree that Carrier must do more than just assign a conductor to a train in order to comply with the agreement it is our opinion from this record that the Carrier did all reasonably possible under the circumstances in this case and we therefore necessarily find no violation of the agreement. (see Award Number 10723 — Moore, and Award Number 3918 — Douglas, between these same parties)

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 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of November 1962.