

Award No. 11470

Docket No. PM-13151

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: For and in behalf of the sleeping car porters employed by the Chicago, Rock Island and Pacific Railroad Company generally and for and in behalf of Plouis Moore, Frank Curtis, Henry Lacy, and William Lockhart particularly, the four sleeping car porters operating on the extra list for the Chicago, Rock Island and Pacific Railroad Company.

Because the Chicago, Rock Island and Pacific Railroad Company did finally, through Mr. G. E. Mallery, Vice President-Personnel and last officer designated by Management to handle disputes of this character, deny the claim filed for and in behalf of the above-mentioned employes under date of September 18, 1961, in which it was contended that the Chicago, Rock Island and Pacific Railroad Company had through its officials in the Sleeping and Dining Car Department, violated the Agreement then and currently in effect for the sleeping car employes employed by the Chicago, Rock Island and Pacific Railroad Company in that it did not assign extra men to a vacancy in accordance with the rules of the Agreement as is set forth in the original letter of claim.

Further, for the claim above-mentioned to be allowed and the employes named therein to be compensated for such wage loss as occurred to them by reason of this Agreement violation.

EMPLOYES' STATEMENT OF FACTS: Your Petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is duly authorized to represent employes of the Chicago, Rock Island and Pacific Railroad Company classified as sleeping car porters, and in such capacity, it is duly authorized to represent the employes whose names are set forth in the original claim filed under date of September 18, 1961.

Your Petitioner further sets forth that under the above-mentioned date, September 18, 1961, a claim was filed with Mr. M. Bonesteel, Superintendent, Dining and Sleeping Car Department, Chicago, Rock Island and Pacific Railroad Company, in connection with a contended violation of the Agreement covering the sleeping car porters employed by the Chicago, Rock Island and Pacific Railroad Company, which was effective July 1, 1960 and is currently in effect.

2. An extra board for sleeping car porters is maintained at Kansas City, Missouri. Another extra board for sleeping car porters is maintained at Minneapolis, Minnesota.

3. During the month of August, 1961 the extra board at Kansas City became exhausted, and it was necessary that another board position be established to protect vacancies and extra service. The Assistant Superintendent, Dining and Sleeping Cars, handled with extra sleeping car porters, beginning with the oldest in seniority, to develop reaction as to desirability of being transferred to protect the extra board at that point. Mr. G. E. Bell, who is senior to the claimants, when contacted accepted the temporary transfer from the Minneapolis extra board to the Kansas City extra board.

4. From the Kansas City extra board Mr. Bell protected vacancies on Train No. 17, August 16, August 20, August 24, and August 28, all vacancies which the Kansas City extra board was entitled to protect and which the Minneapolis extra board had no rights to protect.

POSITION OF CARRIER: The Carrier's position is that the facts show clearly there was no rules' violation. Sleeping Car Porter Bell was transferred to the Kansas City extra board and from that extra board protected vacancies on a first-in, first-out basis which that extra board was entitled to protect. This has been done in the past and there was even conference agreement that the Carrier had the prerogative of transferring sleeping car porters to those points where their services were needed (Carrier's Exhibit "A").

The position of the Organization, while vague, seems to be that when the Kansas City extra board became exhausted, the vacancies which it normally would have protected should have been protected by the Minneapolis extra board on a first-in, first-out basis. This is absolutely foreign to what has been done in the past and this contention has absolutely no basis for support under any agreement rule. (Carrier's Exhibit "B") It is just simply that—contention.

Mr. Bell was not called from the Minneapolis extra board to fill a vacancy the Kansas City extra board should have protected. He was transferred from one extra board position to another extra board position to which his seniority entitled him and protected all vacancies his extra board position at Kansas City entitled him to protect, and which the claimants had no right to protect from the Minneapolis Board.

This claim is completely without rule support and, therefore, has no valid basis at all and the Carrier requests it be emphatically denied.

All matter contained herein has been the subject of correspondence or conference between the parties.

(Exhibits not reproduced.)

OPINION OF BOARD: On August 20, 1961 a vacancy occurred on an assignment from Kansas City, Missouri to Houston, Texas. The Carrier had no men available on the extra board in Kansas City so they sent the senior man on the extra board from Minneapolis. He made three trips. The Petitioner contends that he was only entitled to the first trip and that the Carrier should have sent the next senior man on the extra list at Minneapolis for the second trip and the third senior man for the third trip. This contention is based on the fact that the employes are on system wide seniority.

To require the Carrier to do as Petitioner requests would place undue hardships on the employes as well as the Carrier. To so hold would be an absurd interpretation of the Agreement. The Board does not believe this to be the intent of the parties.

For the foregoing reason, we find the Agreement was not violated.

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 Employes involved in this dispute are respectively Carrier and Employes 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 6th day of June 1963.

LABOR MEMBER'S DISSENT TO AWARD 11470 DOCKET PM-13151

The majority speaks of "extra boards" at Kansas City and Minneapolis and the record does disclose the contention by the Carrier that "extra boards" were established at various places on the system.

The fact (ignored by the majority) still remains that the Agreement between the parties specifically prescribes "System Seniority" and the fact also remains that the Agreement nowhere makes provision for the establishment of even an "extra board" let alone "extra boards".

Even conceding that such "extra boards" were in existence, the rules DO NOT provide for them, and in the absence of such provision it can only be concluded that "extra work" belongs to "extra men" on a system wide basis.

The rules of the Agreement are specific and the entire Agreement must be construed to obtain proper application.

Rule 14 provides:

"There shall be one seniority district and roster for employes covered by this Agreement." (Emphasis ours.)

Rule 18 provides:

“Extra employes when available, except as provided herein, shall be used first in, first out.”

Award 11470 is erroneous in attempting to provide provisions not present in the Agreement, which rend Rule 18 completely meaningless.

Dissent is hereby registered to Award 11470.

R. H. Hack
Labor Member