

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Nathan Engelstein, Referee

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**PARTIES TO DISPUTE:**

**ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN**

**THE PULLMAN COMPANY**

**STATEMENT OF CLAIM:** The Order of Railway Conductors and Brakemen, Pullman System, claims for and in behalf of Conductor R. E. Collins, Cincinnati District, that the Agreement between The Pullman Company and its Conductors was violated, with especial reference to Rule 38, when:

1. On February 1, 1966, Conductor Collins was not assigned to report for deadhead service on C&O train No. 2, Cincinnati, Ohio, to Huntington, West Virginia, for the purpose of filling the regular Pennsylvania Terminal conductor operation, identified for accounting purposes as Line 6277, Huntington, West Virginia, to New York, New York.

2. We now ask that Conductor Collins be credited and paid just as though he had made the trip in question.

**EMPLOYES' STATEMENT OF FACTS:** There is an Agreement between the parties, and amendments thereto, bearing the effective date of September 21, 1957, revised January 1, 1964 and March 16, 1965, 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.

**I.**

The facts in this case are relatively simple. There is a Pennsylvania Terminal conductor operation between New York, New York, and Huntington, West Virginia, identified for Pullman Company accounting purposes as Line 6294-6277 operating, outbound on PRR-C&O 175-3 and, inbound, on C&O-PRR 2-172. The conductor operating in this line leaves New York the first day; arrives Huntington the second day; leaves Huntington the second day; arrives back in New York the third day, and is then released.

Huntington, West Virginia, is an outlying point under the jurisdiction of the Cincinnati District, per Rule 66.

**II.**

On January 31, 1966, the regularly-assigned conductor, operating on PRR train 175, was delayed reaching Washington, D. C., because of a severe snow-

Pullman Conductor Woodruff was released at Washington, D. C. and was used in extra service back to New York, leaving Washington on a made-up PRR train 108 at 2:00 A. M., February 1.

Further, according to the record, at 8:45 A. M., February 1, the Washington District office sent a teletype message to the Cincinnati District office instructing Cincinnati to arrange to protect return portion of Pullman Conductor Woodruff's run out of Huntington, West Virginia, which point is under the jurisdiction of the Cincinnati District.

Finally, according to the record, the teletype message was received in the Cincinnati office at 11:30 A. M. on February 1, 15 minutes after the beginning of the Cincinnati District signout period which is between 11:15 A. M. and 12:00 P. M. On that date there was only one conductor requirement; namely, to fill the regular relief in Line 6278, Cincinnati-Charlottesville and return, with a reporting time of 9:15 P. M. the same day. The first Pullman conductor to be assigned was R. E. Collins, who received the round trip in Line 6278. The Washington District teletype message was received at 11:30 A. M., and that assignment was given to Cincinnati District Conductor R. B. Walder who dead-headed to Huntington to protect the run from Huntington to Washington, D. C., where the cars were terminated account of the storm, from which point he was returned deadhead to Cincinnati.

Under date of March 18, 1966, Local Chairman J. R. Hendry filed claim with Superintendent G. P. Johnson, Cincinnati District, alleging that Conductor Collins should have received the assignment for service in Line 6277 out of Huntington on February 1, 1966. The claim in behalf of Conductor Collins was for a deadhead trip Cincinnati-Huntington, a service trip Huntington-New York in Line 6277 on February 1-2 on C&O train 2 and a return deadhead trip, New York-Cincinnati. A copy of Local Chairman Hendry's claim, dated March 18, 1966, is set forth on pages 1 and 2 of the Company's Exhibit A.

Hearing on the claim was held in the office of Superintendent Johnson on April 25, 1966 (copy of transcript of hearing is attached as Exhibit A), and Superintendent Johnson rendered his denial decision based on facts developed in the hearing in letter dated May 13, 1966 (Exhibit B).

In letter dated June 1, 1966, General Chairman H. N. Chancey progressed the claim in behalf of Conductor Collins on appeal to the Company's Appeals Officer (Exhibit C).

Following conference on appeal on July 6, 1966, the Company's Appeals Officer denied the claim on appeal (Exhibit D).

The Organization progressed the claim on appeal to the Third Division, National Railroad Adjustment Board in letter dated October 4, 1966. Exhibit E.)

(Exhibits not reproduced.)

**OPINION OF BOARD:** On January 31, 1966, L. Woodruff, regularly assigned conductor operating on PRR-C&O train 175-3 and C&O-PRR 2-172 with assignment from New York to Huntington, West Virginia and return, failed to reach Washington, D. C. in time to meet his connecting train C&O 3 because of a storm. His passengers were informed that they would depart the following day and Mr. Woodruff was assigned to other service.

Assistant Superintendent Rogers, realized that there would be no Conductor in Huntington, West Virginia on February 1, 1966 to perform the duties in the return assignment on PRR-C&O train 2-172 because Mr. Woodruff was given another assignment. He therefore called the Cincinnati District Office between the hours of 2:00 A. M. and 6:00 A. M. to arrange for a conductor to service that train on its return run out of Huntington, West Virginia. Failing to reach the Cincinnati Office before going off duty the Assistant Superintendent left the message to be sent from the Washington District Office when it opened at 8:00 A. M. on February 1, to the Cincinnati District Office. The teletype message was sent at 8:45 A. M. and reached the Cincinnati District Office at 11:30 A. M.

During the sign-out period between 11:15 A. M. and 12:00 Noon on February 1, 1966, Conductor R. E. Collins at 11:15 A. M. was instructed to report for a service trip at 9:15 P. M. between Cincinnati and Charlottesville, Virginia. At 11:30 A. M., when the teletype message was received in the Cincinnati District Office, another Conductor, Mr. R. B. Walder was given the assignment to report at 5:40 P. M. for deadhead service to Huntington, West Virginia, on the vacancy on PRR-C&O train 2-172.

Mr. Collins contends that he should have been assigned to report for this deadhead service to Huntington, West Virginia, to protect the run on its return to Washington, D. C. He relies upon Rule 38 to support his position and argues that as the conductor available in Cincinnati and the first conductor out with the least number of credited and assessed hours during the sign-out period, he should now be paid for the trip.

Carrier urges that the claim be dismissed because Claimant did not cite any rule of the Agreement that was violated in his submission of the original claim as prescribed by Rule 51 of the controlling Agreement. On the merits of the case this party maintains that it complied with Rule 38 by properly assigning the Huntington trip as early as was reasonably possible during the sign-out period on February 1, 1966. It states that the assignment of Conductor Collins was correct because it was the first known assignment of the day and this employee was the available conductor with the least number of credited and assessed hours. It explains that the failure to receive the information that a Pullman conductor would be required out of Huntington, West Virginia, was due to overloading of the teletype wires arising from a storm situation which constituted an emergency. When the message was received at the Cincinnati District Office Carrier states that it was acted upon properly in accordance with Rule 38 by assignment of the next available man, Conductor Walder.

With respect to the procedural issue of whether Claimant in his original claim failed to identify a specific rule violated, as is required in Rule 51, we find that Rule 38 was the subject of conference and discussion and the parties were aware that this rule was the basis for the claim. We therefore hold that the claim is properly before this Board.

In examining this dispute on its merits, it is necessary to determine the responsibility for the delay in the receipt of the message concerning the need for a conductor out of Huntington, West Virginia, because if that message had arrived at the beginning of the sign-out time in Cincinnati, the assignment would have been available to Mr. Collins.

The delay in sending the message between 2:00 A. M. and 6:00 A. M. was due to the fact that no one was available to receive it at the Cincinnati District Office. Further delay of sending the message forty-five minutes after the Washington Office was open and the length of time it took to reach the Cincinnati Office may have been the result of the failure of the personnel at the Washington Office to recognize the urgency of the message or may have been due to the heavy volume of messages resulting from a storm in another area. There is no evidence that the storm disrupted other communication facilities as the telephone. At any rate, no means other than the teletype was used to send the message. We therefore find that Carrier was responsible for the delayed delivery of the message in time for its proper use by the Cincinnati District Office at the beginning of the sign-out period. For this reason we hold that the Agreement was violated and Conductor Collins should be credited and paid for the trip to which he was entitled under the terms of Rule 38 (c).

**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 violated.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of December 1967.