

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors, Pullman System, claims for and in behalf of the conductors holding seniority in the Dallas District, (1) that on April 3, 1946, the incumbent Dallas District conductors assigned to operate in Line 3107 on FWDC-C&S Train No. 2, Dallas to Amarillo, were improperly removed from that service by The Pullman Company and conductors holding seniority in the Denver District of The Pullman Company were assigned in their stead to operate in Line 3107 on FWDC-C&S Train No. 2; and (2) that conductors holding seniority in the Dallas District should be restored to operation of Line 3107, as herein described, and that all such conductors, who were adversely affected by the action of the Company, should be compensated for each trip that they have been denied the right to operate in this line from April 3, 1946, and thereafter.

We hold that this action of The Pullman Company was in specific violation of Rule 47 of the Agreement of September 1, 1945, between The Pullman Company and its conductors, and also in violation of Rule 25, and in disregard of Rules 65 and 66 of the same Agreement.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in its service bearing effective date of September 1, 1945. This dispute has been progressed up to and including the highest officer designated for that purpose, whose letter denying the claim is attached as Exhibit No. 1.

The rules of this current agreement between The Pullman Company and its conductors involved in this claim are:

"RULE 47. Reallocation of Runs.

Except as provided in Rules 43 and 44, runs assigned to a district or agency shall not be reallocated to another district or agency without conference and agreement between the management and the General Chairman."

(Rule 43 provides for disposition of conductors assigned to runs involved in "**Districts Discontinued.**"

Rule 44 provides for disposition of conductors affected by "**Runs Transferred to Another District**" in the same city through change in ownership of road over which operated, terminal facilities or otherwise.

Neither of these rules is involved in the instant case as no district was discontinued and no change of ownership of road or facilities took place.)

restored Pullman operations on these four trains to conform to operating practice prior to March 1, 1945, which change caused the Dallas District conductors to lose the run designated as Line 3107, operating on train No. 2 between Dallas and Amarillo. Management has not contemplated, and does not now contemplate reallocating Line 3107 to the Dallas District. Further, Management has not re-established the run under the jurisdiction of the Denver District on a basis of reallocation, as alleged by the Organization. **Rule 33. Re-bulletining Changed Runs** conclusively contains the provisions which enable Management to change operations in the manner hereinabove set forth.

The Company submits that the instant claim should be denied first, because the action taken by the Company on April 2, 1946 in reassigning the changed operation designated as Line 3107 to Denver conforms with Rule 33 of the current Agreement, effective September 1, 1945; and second, because the Organization has failed to show any violation of Rules 25, 47, 65 and 66 of the working Agreement.

EXHIBITS NOT REPRODUCED.

OPINION OF BOARD: The Order of Railway Conductors makes this claim in behalf of conductors holding seniority in the Dallas District and asks that they be restored to operation of Line 3107 on F.W.&D.C.-C.&S. train No. 2, Dallas to Amarillo, and that they be compensated for each trip they have lost since April 3, 1946. It bases the claim on the Company's assigning Denver District conductors to the run in this line from Dallas to Amarillo and the removal of the Dallas District conductors therefrom as of April 3, 1946.

Rule 47 of the parties' Agreement, insofar as here material, provides:

"* * * runs assigned to a district or agency shall not be re-allocated to another district or agency without conference and agreement between the management and the General Chairman."

Rule 25, insofar as here material, provides:

"The seniority of a conductor, which is understood in this agreement to mean his years of continuous service from the date last employed, shall be confined to the district where his name appears on the seniority roster."

Rule 33, insofar as here material, provides:

"The following changes shall constitute a new run and all positions thereon shall be bulletined as provided in Rule 31:

1. Any change of terminals.
2. Any addition to or reduction in the number of trains in an assignment.
3. Any substitution of one or more trains in an assignment for one or more of the trains in the assignment."

Rule 31, insofar as here material, provides:

"(a) New runs, temporary runs, each side of a run that has preferred sides, vacancies (except as provided in Question and Answer 1), and seasonal runs known to be of more than 31 days' duration shall be promptly bulletined for a period of 10 days in the district where they occur."

The record establishes that beginning on March 1, 1945, and remaining in effect on September 1, 1945, when the parties' present Agreement became effective, the conductor run between Dallas and Amarillo on F.W.&D.C.-C.&S. train No. 2 in Line 3107 was assigned to Dallas District conductors with their assignment providing for return in service from Amarillo to Dallas on F.W.&D.C.-C.&S. train No. 7.

The Company sets forth the history of Line 3107, and others, on F.W.& D.C.-C.&S. trains Nos. 1-8 and 2-7 between Denver and Dallas, via Amarillo, prior to March 1, 1945, together with the assignments of the runs therein. It seeks to justify what it did in regard thereto, effective as of April 3, 1946, as a re-establishment thereof and claims that what it did was not a reallocation within the meaning of Rule 47 of their Agreement. In this regard it should be remembered that although the Company may have had freedom to reallocate conductor runs prior to the effective date of their present Agreement, which is September 1, 1945, however, whatever runs were thereafter reallocated and moved to another district than that to which they were then assigned could only be done in the manner as in the Agreement provided.

Effective as of April 3, 1946, the Company changed the Pullman service on trains Nos. 1-8 and 2-7. The service on train No. 7, Denver to Dallas, was changed so that it could properly be operated with a porter-in-charge. As a consequence thereof no conductor service was required thereon from Amarillo to Dallas. The Company also assigned the run in Line 3107 on train No. 2 from Dallas to Amarillo to conductors from the Denver District. Other changes were made which are not material here as Line 3107 was retained on trains Nos. 1 and 2.

There is no question but what these changes, particularly the change of Pullman service on train No. 7, so that no conductor service was required thereon from Amarillo to Dallas, came within the provisions of Rule 33—1, 2 and 3, particularly subdivision 2. This required the bulletining of the run here involved under Rule 31 but did not authorize the removal thereof from the Dallas District as Rule 31 provides: "(a) New runs, * * * shall be promptly bulletined for a period of 10 days in the district where they occur." In this instance that was in the Dallas District. With the addition of Rule 47 to the present Agreement such reallocation of the run by its removal to the Denver District and the assignment thereto of Denver conductors could only be done by conference and agreement as therein provided, which the record establishes was never done.

It should also be here mentioned that the rebulletining of changed runs as required under Rule 33 does not make this run new service within the contemplation of Rule 46 for here the run was merely the continuation of the same service.

We find the Company violated the Agreement by reallocating this run by removing it from the Dallas District to the Denver District without conference and agreement, as provided by Rule 47, and because thereof the claim must be sustained.

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 the Company violated the Agreement.

AWARD

Claim sustained as to both one and two.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 26th day of March, 1948.