

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Dudley E. Whiting, 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 Conductor C. R. Christy, and all other conductors who held seniority in the Kansas City District as of February 17, 1948, that:

1. The Pullman Company violated Rules 27 and 47 of the Agreement between The Pullman Company and its Conductors when on February 17, 1948, the Company consolidated the Wichita conductors' seniority roster with the Kansas City, Missouri, conductors' seniority roster.

2. The names of the Wichita Agency conductors now be removed from the Kansas City District conductors' seniority roster and any Kansas City District conductor who was deprived of any trip between Kansas City, Missouri, and Wichita, Kansas, on Santa Fe Trains 11-15-65 and 66-16-12 on March 1, 1948, and subsequent date, be credited and paid for such trip because of this violation.

(Rules 25 and 31 are also involved.)

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in its service, effective September 1, 1945, revised effective January 1, 1948. Also a "Memorandum of Understanding, Subject: Compensation for Wage Loss", dated August 8, 1945, a copy of which is attached as Exhibit No. 1. This dispute has been progressed up to and including the highest officer of the Carrier designated for that purpose, whose letter denying the claim is attached as Exhibit No. 2.

Prior to February 17, 1948, a separate seniority roster was maintained at Wichita, Kansas, with three conductors shown thereon. The seniority of these three conductors as shown on roster posted under date of January 15, 1948, was as follows:

B. R. Morgan, Seniority date March 29, 1920
J. A. Nevin, Seniority date February 9, 1921
R. E. Taylor, Seniority date March 26, 1948

Prior to February 17, 1948, a separate roster was maintained at Kansas City, Missouri, and the claimants, C. H. Christy and others, held seniority on the Kansas City roster.

OPINION OF BOARD: The first and basic issue to be determined in this case is the validity of the consolidation of the Wichita and Kansas City seniority districts. The only provision of the contract relating thereto is Rule 27, reading as follows:

“RULE 27. Consolidation of Seniority Rosters. When conductors' seniority rosters are consolidated, the conductors affected shall be allowed full seniority on the consolidated roster. Runs in existence shall not be bulletined as new runs at the time of consolidation.”

Certainly that rule does not require concurrence by the organization for a consolidation of rosters or districts. It merely specifies the effect of such consolidation upon the seniority of the employes affected and prohibits bulletining of existing runs as new runs. In fact the organization does not contend that concurrence is required. It contends that there must be a mutuality of service between the districts so that each contributes service to the consolidated operation to permit of a merger, and that the seniority and welfare of the employes should be considered.

The absence of any requirement for concurrence by the Organization simply means that such action is one of the prerogatives of the Company and unless such action is arbitrary, discriminatory or contrary to the other rules of the agreement, it must be sustained.

The Organization has not shown any authority in the contract or otherwise for its claim that a merger may only be made between districts having mutual service. That and the other matters alleged by it are undoubtedly factors to be considered in deciding upon a consolidation or in determining whether to sustain the Company's decision to consolidate districts but they are not the only factors and cannot always be controlling in the absence of any agreement thereon.

The reason given by the Company for its action was the imminent discontinuance of the Wichita-Dallas run which was the only service operated by the Wichita District and that supervision of and the furnishing of extra conductors for the Wichita District had been done by the Kansas City District since the abolition of the Wichita Agency in 1932. Certainly a discontinuance or change to another terminal of the only service operated by a seniority district is a proper reason for discontinuance of the district.

The Organization also alleged that the action taken by the Company constituted a reallocation of a run from one district to another without agreement contrary to Rule 47. That rule clearly applies to the reallocation of runs from one existing district to another and excepts from its provisions the provisions of Rule 43. That rule concerns the transfer of runs “when a district is discontinued”, which is the case here.

The Organization also alleged that the Wichita-Dallas run was “frozen” under the Memorandum of Understanding Regarding Conductor and Optional Assignments of August 8, 1945, but since that Agreement contains provisions contemplating discontinuance, lengthening or shortening of such runs it does not bar the action of the Company herein. Likewise there is no contractual limitation upon the right of the Company to discontinue the Wichita-Dallas run or to change it to a Kansas City-Dallas run.

It appears that the Company decided upon a Kansas City-Dallas run instead of maintaining the Wichita-Dallas run and adding a Kansas City-Wichita run for the reason that it would effect an operating economy. It is a responsibility of management to operate efficiently so its action cannot be termed unreasonable.

The decision upon this aspect of the case renders unnecessary any discussion of part 2 of the claim.

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 did not violate the Agreement.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of September, 1949.