

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Paul G. Jasper, Referee

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**PARTIES TO DISPUTE:**

**ORDER OF RAILWAY CONDUCTORS, PULLMAN SYSTEM**

**THE PULLMAN COMPANY**

**STATEMENT OF CLAIM:** Claim of the Order of Railway Conductors, Pullman System, for and in behalf of Conductors W. D. McDermott, E. E. Cape and J. W. Wilson, Norfolk District, that The Pullman Company violated Rule 33 of the Agreement between The Pullman Company and its Conductors, when:

1. Under date of October 25, 1949, the conductor run on Seaboard Air Line Trains Nos. 17-7 Southern Trains 111-14-13-1-8-112, and Seaboard Air Line Trains 8-18 designated as Pullman Lines 6777-6854 and 2674 between Portsmouth - Raleigh - Greensboro - Winston Salem was changed to operate on SAL Trains Nos. 17-18, and on Southern Trains Nos. 18-1-8-16 between Portsmouth and Norlina, and between Raleigh - Greensboro - Winston Salem, and the senior conductors holding assignment in the run, up to the number required, were not permitted to continue in their assignments.
2. We now ask that Conductors McDermott, Cape and Wilson, the three senior conductors in the run, be credited and paid for each trip they lost.

**EMPLOYES' STATEMENT OF FACT:** There is in evidence an Agreement between The Pullman Company and Conductors in the service of The Pullman Company dated September 1, 1945, revised effective January 1, 1948. This Rules Agreement will be considered a part of this Statement of Facts. Various rules thereof may be referred to herein from time to time without quoting in full.

There is also a Memorandum of Understanding Concerning Compensation for Wage Loss, copy attached as Exhibit No. 1.

This dispute has been progressed in accordance with the Agreement. Decision of the highest officer designated for that purpose, denying the claim, is attached as Exhibit No. 2.

The facts necessary to a determination of this dispute are as follows:

**OPINION OF BOARD:** On October 25, 1949, in compliance with the Interstate Commerce Commission Order 843 Trains 111 and 112 were discontinued. On November 21, 1949 the trains were restored.

The two trains discontinued were part of a pool run which operated with 5 conductors. The runs as changed by the Southern Railway were ordered operated from the extra board.

The Claimants contend that the pool of runs was changed and the new runs should have been bulletined. That the Claimants, McDermott, Cape, and Wilson were the three senior conductors and should have been permitted to continue in their assignments during the bulletining, as provided by Rule 33.

The Carrier contends that Rule 33 was not violated because Rule 31 was controlling.

Rule 31 (a) provides:

"New runs, temporary runs, each assignment in a run that has preferred assignments, vacancies 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. Conductors desiring to bid for such runs or assignments shall file their applications with the designated official within the time during which they are posted, and awards shall be made within 5 days thereafter on the basis of seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail. Conductors bidding on more than one bulletined run or assignment shall specify in their applications their first choice, second choice, etc."

Rule 33 provides:

"Any one of the following changes shall require runs to be re-bulletined and all assignments therein 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 a run.
- "3. Any substitution of one or more trains in a run for one or more of the trains in the run.
- "4. Alteration of total home layover in excess of 10 per cent thereof.
- "5. Any change in a run that creates or eliminates a preferred assignment.

"Where runs are changed for any cause, the senior conductors holding assignment in the run, up to the number required for the new operation, shall be privileged to continue in their assignments until awards are made under the new bulletin, except as provided in Question 2 and Answer 2 of this rule. A conductor continuing in a run during the period of bulletining, in accordance with this paragraph, who does not bid for the run or an assignment in the run shall not be privileged to displace into the run until 30 days have elapsed from the date of the award, unless displaced through no fault of his own."

The record reveals that there was a reduction in the number of trains as shown by the telegram received on October 22, 1949 by G. T. Hines, District Superintendent, from F. L. Jenkins, General Passenger Traffic Manager, Southern Railway. This reduction of trains came within the provisions of Rule 33, No. 2. Since the rebulletining must be under Rule 31 we now

look to its provisions. If a temporary run, a seasonal run, or a vacancy is known to be of more than 31 days' duration then it must be bulletined. If this was a temporary run and it was not known to be of more than 31 days' duration, then it need not be bulletined. Was this reuction of runs a temporary reduction. The facts show that the reductions in trains were in connection with the coal shortage caused by the coal strike then in process. The reduction in trains was to continue while the coal shortage lasted and until the expiration of I.C.C. Order 843. There were no dates given in the record as to the time the Order was to be in effect and no time given as to the period of time the reduction of trains would be in effect. There can be no question but that the reduction in trains was temporary and temporary runs were set up.

Rule 31 (a) requires that temporary runs must be bulletined if they are known to be of more than 31 days' duration. In the instant case it was not known that these temporary runs would be of more than 31 days' duration and in fact the temporary runs were not of more than 31 days' duration.

Under the rules it was not necessary for the Carrier to rebulletin the temporary runs.

It is necessary under the facts of this case to read and apply Rule 31 in conjunction with Rule 33.

Rule 33 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: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 16th day of September, 1952.