

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

**ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN,
PULLMAN SYSTEM**

THE PULLMAN COMPANY

STATEMENT OF CLAIM: The Order of Railway Conductors and Brakemen, Pullman System, claims for and in behalf of Conductors S. C. Knuth, W. Jacobchick, W. K. Hunt, and certain extra Conductors, Denver District, that:

1. Rule 46, Question and Answer 5, of the Agreement between The Pullman Company and its Conductors was violated by the Company between June 27th and September 7th, 1954, inclusive, when the Company failed to permit Denver District Conductors to operate the re-established run on Santa Fe Trains 123-124 between LaJunta and Los Angeles.
2. Conductors S. C. Knuth, W. Jacobchick, and W. K. Hunt, who were entitled to this run, shall now be credited and paid under applicable rules of the Agreement for each trip lost.
3. Such extra Conductors, Denver District, as were entitled to relief service in this run be likewise credited and paid for each trip lost.

EMPLOYES' STATEMENT OF FACTS:

I.

For several years prior to June 5, 1954, a run was assigned to the Denver District consisting of Conductor service on Santa Fe Trains 141-14 and 13-130 between Denver and La Junta and on Santa Fe Trains 123-124 between La Junta and Los Angeles.

Effective June 5, 1954, Conductor service on a portion of this run, namely, from Denver-La Junta-Williams, was abolished.

Effective this same date Conductor service on the remaining portion of the run, namely, between Williams and Los Angeles on Trains 123-124, was

ment arose between Williams and La Junta, the Company followed proper bulletining procedure when it bulletined the conductor run La Junta-Williams in the Denver District as set forth in Rule 48, which Rule provides that the district whose extra conductors to the number required to man the run have the greater seniority shall be awarded the run. To have bulletined a run La Junta-Los Angeles in the Denver District would have violated the rights of Los Angeles District conductors who had bid into and been awarded the run Los Angeles-Williams.

CONCLUSION

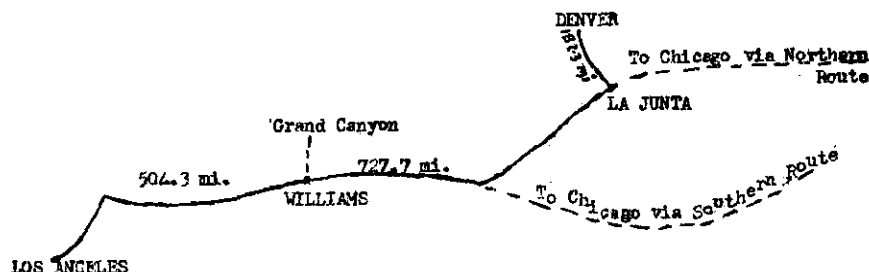
In this ex parte submission the Company has shown that **Rule 48. Runs between Outlying Points** is the controlling Rule in this dispute and that the Organization has improperly interpreted Q. and A. 5 of Rule 46 of the Agreement. Also, the Company has shown that the run La Junta-Williams was properly bulletined in the Denver District as provided in Rule 31 and awarded to the Denver District under the provisions of Rule 48. The claim that the Company violated Q. and A. 5 of Rule 46 when it did not permit Denver District conductors to operate on Santa Fe trains 123-124 between June 27 and September 7, 1954, is without merit and should be denied.

All data presented herewith in support of the Company's position have heretofore been submitted in substance to the employe or his representative and made a part of this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: This case must turn on the question: does re-establishment of a major portion of an abolished "run" constitute a re-establishment of the "run" itself?

The following sketch illustrates the run involved:



We will refer to the Denver-La Junta portion of the run as Leg A; the La Junta-Williams portion as Leg B and the Williams-Los Angeles portion as Leg C.

Effective June 5, 1954 the following changes in the run were instituted:

- (a) The Denver-La Junta portion (Leg A) was discontinued by assigning that portion of the run to other trains.
- (b) The La Junta-Williams portion (Leg B) was assigned to a Porter-in-Charge operation, there being but one Pullman car operated between those two points.

(c) A "new operation" was established for the Williams-Los Angeles portion (Leg C) of the run, and assigned to Los Angeles District conductors.

The parties are in agreement that these three changes just described were made in accordance with Agreement rules.

Thus, on June 5, 1954, the "run" (A, B and C) was discontinued, and Leg C was established as a new operation; on June 27th Leg B was re-established, but Leg A was not re-established.

It is argued on behalf of the Organization that the only difference between the run, as it previously existed, and on June 27 "was that the run was shortened a few miles to terminate at La Junta instead of Denver."

It is argued on behalf of Company that Leg A (Denver-La Junta is 183.2 miles not the "few miles" claimed in Organization's behalf.

Organization asserts that "the precise issue here involved has not been previously presented" to this Board.

Organization claims Company's action here violated Rule 46, Question and Answer 5, which reads:

"Q-5. Shall runs interrupted for a period of six months or less be considered new service under this Rule when re-established?

A-5. No."

Since the run was A, B and C; and only A and B were re-established, it is perfectly clear that the "run" was not re-established. It is equally clear that Carrier's reliance on Rule 48, in respect of the La Junta-Williams (Leg B) portion of the run, was correct.

A denial Award will be made.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 16th day of January, 1959.