

Award No. 6476  
Docket No. PC-6277

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Edward M. Sharpe, 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 Pullman Conductors T. A. Plaisance, J. D. Lawless and J. G. Schwartz, New Orleans District, that:

1. The Pullman Company violated Rules 25, 46 and 31 of the Agreement between The Pullman Company and its Conductors when on or about June 16, 1951 St. Louis District Conductors were assigned to operate between Carbondale, Illinois, and New Orleans, Louisiana on IC Trains 5-6.
2. Rules 25, 46, and 31 require that the conductor run on IC Trains 5-6 between New Orleans and Carbondale be bulletined in the New Orleans District for conductor operation.
3. The extra conductors of the New Orleans District entitled to operate this run during the bulletining and Award period be credited and paid for each trip they are denied the right to operate on Trains 5-6 between New Orleans and Carbondale during the bulletining and award period.
4. Conductors T. A. Plaisance, J. D. Lawless and J. G. Schwartz of the New Orleans District, who are entitled to this run on the basis of their seniority, be credited and paid for each trip they are denied the right to operate on IC Trains 5-6 between New Orleans and Carbondale from the expiration of the bulletining and award period until they are assigned to these trains in accordance with the rules of the Agreement.

**EMPLOYES' STATEMENT OF FACTS:** I. Illinois Central Trains 5-6, the Panama Limited, operated prior to the period in dispute between Chicago and New Orleans via Carbondale, Illinois. During the period in dispute IC Trains 5-6 have continued to operate between Chicago and New Orleans via Carbondale.

Illinois Central Trains 205 and 16 operated prior to the period in dispute between St. Louis and Carbondale, this branch line connecting with IC Trains 5-6, the Panama Limited at Carbondale. During the period in dispute IC Trains 205 and 16 have continued to operate between St. Louis and Carbondale this branch line connecting with the Panama Limited at Carbondale.

**OPINION OF BOARD:** Prior to June 16, 1951 a conductor assignment operated on trains 5-6 between Chicago and New Orleans on designated Line 51-5—at the same time a conductor assignment operated between St. Louis and Carbondale with two Pullman cars in service. This assignment designated as Line 3158, operated trains 205-16. The cars in Line 3158 were handled on trains 5-6 between Carbondale and New Orleans by the Chicago conductor on Line 515.

During the summer of 1951, the number of cars operated on trains 5-6 from Chicago to Carbondale were reduced, requiring only one conductor, but because of handling the cars from St. Louis to Carbondale on trains 5-6 from Carbondale to New Orleans necessitated the assignment of a second conductor in both directions. Effective June 16, 1951, the carrier discontinued the conductor assignment in Line 515 and at the same time extended the St. Louis conductor assignment in Line 3158 from Carbondale to New Orleans on trains 205-5 and 6-16 between St. Louis and New Orleans.

It is the position of the employees that the change in service, effective June 16, 1951, was merely a curtailment of the previous Chicago-New Orleans run to operate between Carbondale and New Orleans, which was service accruing to either Memphis or New Orleans conductors; that since New Orleans conductors had greater seniority, Rule 46 required that the curtailed run be bulletined in the New Orleans District. It is the position of the carrier that "new service" includes extended runs and that Rule 46 was properly applicable when the terminal of the run between St. Louis and Carbondale was changed from Carbondale to New Orleans.

The issue in this case is whether that portion of the former run designated as Line 515 operating between Carbondale and New Orleans could be combined with the run designated as Line 3158 operating between St. Louis and Carbondale and this entire run be considered as new service and assigned in accordance with the provisions of Rule 46.

It is a matter of record that the carrier abolished the second conductor run from Chicago to Carbondale and this act of the carrier is not an issue in this case. The record also shows that prior to and after June 16, 1951 a Pullman Conductor continued to operate on trains 205-16, St. Louis and Carbondale and on the above dates a second Conductor continued to operate on Trains 5-6 between Carbondale and New Orleans.

The carrier urges that it "extended" the established St. Louis-Carbondale run to New Orleans, thus establishing "new service" from St. Louis to New Orleans.

The employees urge that the Carrier did not 'abolish' the Carbondale-New Orleans portion of the run, but merely shortened the Chicago-New Orleans, 2nd Conductor run to a Carbondale-New Orleans run.

There is no provision in the Agreement that defines 'new service', therefore each case must be decided upon the facts in that case. In Award 4647 it was held that the term 'new service' cannot be applied to that portion of a run which has previously been operated—under the above ruling the St. Louis-Carbondale portion of the alleged 'new service' cannot be deemed 'new service' as it was a previously existing and established service before the attempted consolidation. What actually happened was a curtailment of the Chicago-New Orleans run to a Carbondale-New Orleans run. The curtailment could no longer be assigned to the Chicago District, hence, it follows that the assignment should have been made to the New Orleans District.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the 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 Carrier violated the Agreement.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 9th day of February, 1954.