

Award No. 9198
Docket No. PC-9073

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, 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 Conductor A. D. Fowler, Chicago East District, that:

1. Rule 31 (a) of the Agreement between the Company and its Conductors was violated by the Company on January 8, 1956, when the Company awarded the assignment to Santa Fe Trains 1 and 2 to the successful bidder, Conductor, Fowler, on that date instead of making this award either on January 11th or 12th as required by the Rule.

2. Conductor Fowler be credited and paid for three days at the proper rate in compensation of time lost as a result of this violation of the Agreement.

EMPLOYES' STATEMENT OF FACTS:

I.

Rule 31 (a) of the Agreement reads as follows:

"New runs and each assignment (side) in a run that has preferred assignments (sides) shall be promptly bulletined for a period of 10 days (240 hours) in the district where they occur. Any of the following runs known to be of more than 31 days' duration shall be promptly bulletined for a period of 10 days (240 hours) in the district where they occur:

1. Temporary runs.
2. Seasonal runs.
3. Vacancies.

CONCLUSION

In this dispute the Company has shown that Management fully complied with the provisions of **RULE 31. Bulletining of Runs**, the controlling Rule in this dispute. Also, the Company has shown that the Rule does not, as contended by the Organization, limit the right of the Company to any specific date or dates during the 5-day award period. Finally, the Company has shown that Third Division Award 7141 supports the Company's position in this dispute.

The claim that Conductor Fowler is entitled to be paid three days in connection with his assignment to Santa Fe trains 1 and 2 on January 8, 1956 is without merit and should be denied.

All data contained herein 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: Three vacancies that existed in Lines 1240, 4024 and 4509 on December 28, 1955, were duly bulletined for a period of ten days, as required by Rule 31 (a) of the applicable Agreements. At the times material to the issues of this claim, Rule 31 (a) also prescribed that awards on bids for bulletined vacancies "shall be made prior to the start of the signout period on any day within five days (120 hours)" after the posting had been completed.

The Carrier awarded the three positions on January 8, 1956, which was the end of the first day following the completion of the posting period, assigning Claimant to the Line 4024 vacancy. His complaint is that Carrier chose a day to announce the awards that caused him to lose five days credit and pay. It is Claimant's contention that under the controlling Agreement, it was mandatory for the Carrier to make the awards not only within the prescribed five days but also on the day that would result in the least lost time to Claimant. The latter alleged requirement is undoubtedly desirable from the Claimant's standpoint but an examination of the Agreement discloses no such obligation.

The only provision as to when an assignment to a vacancy is to be made in Rule 31 (a)'s mandate that it must be made within five days after the close of the bidding period. There is nothing vague or indefinite about that language—it clearly means that the award shall be made on any one of the five days within the five day limit. In view of the provision's unambiguity, there is no valid basis for referring to any evidence of past practice and custom in seeking a solution to the problem at hand.

Accordingly, to sustain Claimant's contention would be tantamount to rewriting Rule 31 (a) by interpretation in order to add a qualifying requirement that is not actually there. As this Board many times has had occasion to hold, we are required to apply the rules as they have been written by the contracting parties. There is no question but that Carrier complied with the plain requirements of Rule 31 (a) and we have no authority to add to or supplement these obligations by interpretation or otherwise. See Awards 8219, 7498 and 6828. Cf. Awards 7141 and 9110.

The claim will be denied.

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 has not been violated.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD,
By Order of THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of January, 1960.