

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Walter L. Gray, 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 the senior extra conductor of the Cincinnati District, as of July 11, 1958 (record to be checked to determine the senior extra conductor as of this date) that The Pullman Company violated Rule 31 of the Agreement, when:

1. The Company failed to bulletin the conductor run on "The Northern Arrow", Pennsylvania Railroad trains 519 and 520, between Cincinnati, Ohio and Mackinaw City, Mich.

2. We now ask that the senior extra conductor of the Cincinnati District be credited and paid in accordance with the applicable rules of the Agreement between The Pullman Company and its Conductors, for each trip that he was denied the right to operate on The Northern Arrow between Cincinnati and Mackinaw City and return, on July 11th and subsequent dates, until such time as the seasonal run was discontinued.

It is further requested that in applying the applicable rules of the Agreement to this claim the Memorandum of Understanding Concerning Compensation for Wage Loss, found on page 99 of the current Agreement, be employed.

EMPLOYEES' STATEMENT OF FACTS:

I.

There is an Agreement between the parties, bearing the effective date of September 21, 1957, and amendments thereto, on file with your Honorable Board, and by the reference is made a part of this submission the same as though fully set out herein.

1958, and that extra conductors were assigned to each of these trips. The Company has also shown that the trips made by the "Northern Arrow" between July 11 and September 5, 1958, occurred on a once-a-week basis and that there is no obligation on the part of Management to bulletin such an operation as a regular run under Rule 31, which was intended to apply to daily operations. The Company has shown further that the Organization recognizes the fact that Rule 31 does not apply to once-a-week operations since it has not contended in the past that similar once-a-week operations should be bulletined in accordance with that rule. Finally, the Company has shown that Rule 61 is applicable only after it is first ascertained that Rule 31 is applicable, but that neither rule is applicable in this case.

The claim in behalf of an unidentified Cincinnati extra conductor should be denied.

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

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute involves the application of Rule 31 in the Agreement between the Order of Railway Conductors and Brakemen, Pullman System and The Pullman Company which reads as follows:

"RULE 31, Bulletining of Runs. (a) 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.

Conductors desiring to bid for such runs or assignments shall file their applications with the designated official within the 10-day period they are posted, and awards shall be made prior to the start of the signout period on any day within 5 days (120 hours) 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."

We must be bound by the clear and concise meaning of Rule 31. We cannot read into the record something that is not there.

It is the contention of the Petitioner that Respondent violated the provisions of Rule 31 when it failed to Bulletin the Pullman Conductor assignment as a regular position.

The language in Rule 31 definitely requires that seasonal runs of more than 31 days duration must be bulletined. There are no exceptions in Rule 31 to this provision. The record itself clearly shows that the time was from July 11 to September 8 and this is more than 31 days. There would be a

distinction is the seasonal run was less than 31 days duration but such is not the case here.

This Board has held that the Carrier is required to do what it has contracted to do, even though that may not be the easiest or most economical manner, which is directly in point in the instant dispute.

We are not in a position to discuss the question of justification of the action of the Carrier, but we are concerned only with the question of the requirement of the rule. There is no mention in Rule 31 as to the frequency of a run being a part of the Agreement.

We must hold that any run of more than 31 days duration and of a seasonal nature must be bulletined in accordance with Rule 31. The Carrier having failed to bulletin the runs as required by Rule 31 violated the conditions as set forth therein and we must sustain the claims of the Petitioner.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employee 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1961.