

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Adolph E. Wenke, 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 on behalf of Conductor R. E. Stevenson, San Francisco District, who under date of February 12, 1948, was a regularly assigned conductor in Line 301, between Oakland, California, and Chicago, Illinois, in S. P.—U. P.—C. & N. W. trains Nos. 24 and 23, that:

1. The Pullman Company violated Rules 10, 12 and 22 of the Agreement between The Pullman Company and its conductors when they failed to credit and pay Conductor Stevenson 7:30 hours when, on February 12, 1948, he was required to report for duty at the San Francisco District Office to receive special instructions, and

2. Conductor Stevenson should be credited with seven hours and thirty minutes (7:30) as provided in paragraph (b) of Rule 10 and compensated for such time as provided in Rule 22.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement between The Pullman Company and Conductors in the service of The Pullman Company, effective September 1, 1945, revised, effective January 1, 1948. This dispute has been progressed in accordance with the Agreement and the decision of the highest officer of The Pullman Company, designated for that purpose, denying the claim, is shown as Exhibit No. 1. The essential facts in this case are as follows:

Prior to the payroll period for the second half of January, 1948, it had been the practice of the Carrier to deliver pay checks and supplies to conductors working out of Oakland Pier, California, through the Day and Night Agents located at that point. This practice was resumed subsequent to the January, 1948, second half pay period.

Under date of February 5, 1948, notice was posted on the bulletin board at Oakland Pier over the signature of the District Superintendent reading as follows:

"NOTICE TO CONDUCTORS:

In the near future a general change is to be made in Corbin linen locker locks on all Pullman owned and/or operated cars, incident to which new locker keys will be furnished. Full particulars covering this change will be given you in a few days, but in the meantime it is necessary that we begin distribution of the new keys

requiring them to report at a specific time or date inasmuch as they appeared at the district office for their pay checks and linen locker keys at various times and dates. Conductor Stevenson called for his key and pay check at 1:30 P. M., February 12. Conductor Schultz, whose claim was also considered in the hearing of April 6, came to the office at 12:10 P. M., February 11. Conductor Dawson called at the office at 1 P. M., February 10.

Rule 12. Payment for Hours Credited, cited by the Organization in this dispute, provides that all hours credited to a conductor shall be paid for in accordance with the rules covering "Basis of Payment". In citing this Rule, the Organization apparently is attempting to convey the impression that Stevenson has not been paid for all hours credited to him. Inasmuch as Conductor Stevenson was not entitled to be credited with 7:30 hours' station duty for the trip to the district office on February 12 to equip himself with a linen locker key, the Organization cannot show that there has been any violation of Rule 12 in this dispute.

Rule 22. Extra Service of the Agreement provides that conductors shall be paid at their respective established hourly rates for all hours credited each month for extra road service, deadhead on cars, deadhead on passes, extended special tours, station duty, witness duty, held-for-service, called and not used and all other non-road service. Undoubtedly the Organization injected this Rule into the dispute because of the reference contained therein to payment for station duty. The Organization, however, has offered nothing persuasive of the fact that Stevenson performed station duty on February 12, 1948. On the other hand, Management has shown that on the date in question, Stevenson called at the district office for necessary equipment, for which call he was not entitled to station duty credit and pay.

Neither Rule 10 (f) nor Rules 12 and 22 of the working Agreement provide for station duty pay under circumstances such as those involved in this case. If it had been the intent of the parties to compensate conductors for calls to the district office to obtain items of equipment, that fact would have been specifically stated in Rule 10. Since the Organization was well aware of the Company's practice of not paying conductors for calls to the district office to obtain such items, the absence of any provisions for compensation for such calls constitutes an acceptance by the Organization of the practice. In view of the specific language of Rule 10 (f), which states the conditions under which conductors shall be compensated, none of which conditions is involved in this dispute, the Company maintains that the claim is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The record discloses that Claimant, a regularly assigned Conductor, did, on February 12, 1948, pursuant to request of the Company by bulletin dated February 5, 1948, call at the Company's district office in San Francisco for the purpose of—obtaining his pay draft for the second half of January, 1948, obtaining a new linen locker key, and signing the master record acknowledging receipt thereof. It appears the Company had changed the locks on all linen lockers in Pullmans owned and/or operated by it, or would do so in the near future, and because thereof it became necessary for all Conductors to have new keys.

On these facts Claimant claims seven and one-half hours station duty under Rule 10 (b), based on the assertion that he was required to report at the Company's San Francisco district office to receive special instructions as provided in Rule 10 (f), and asks to be compensated as provided for in Rule 22.

Rule 10 (f), so far as here material, provides:

"Conductors who are required to leave their place of residence * * * and report to a Company representative for interview, special instructions, uniform inspection, or to make statements in connection with service matters shall be compensated in accordance with paragraphs * * * (b) of this rule."

In determining the rights of the parties it is our duty to interpret the applicable rules of the parties' Agreement as they are written. It is not our privilege or right to add thereto, and when a rule specifically lists the situations to which applicable it thereby excludes all those not included therein.

Rule 10 (f) applies only when a Conductor is required to leave his place of residence and report to a Company representative for one or more of the purposes therein expressly set forth, which are: for interview, special instructions, uniform inspection, or to make statements in connection with service matters.

The facts do not bring this Claimant within any of the situations to which Rule 10 (f) is applicable, as Claimant received no special instructions when he called at the San Francisco district office on February 12, 1948, nor was the giving of any special instructions contemplated by the bulletin. In view thereof we find the claim to be without merit and that it should 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 Employee 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 Company did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 30th day of June, 1949.