

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the
Brotherhood (GL-5002) that:

(a) The Carrier violated and continues to violate the Agreement when, effective January 1, 1961, it unilaterally discontinued the established custom and practice of permitting employees in the Accounting Department to serve as jurors without loss of pay.

(b) Claimants shown below shall now be compensated for all amounts wrongfully deducted from their wages and vacations because of their serving as jurors; and they and other Accounting Department employees shall be compensated for all such deductions from wages or vacations beginning January 1, 1961 and continuing thereafter as long as the violation exists.

Claimant	Date Served	Time Deducted
Cecil Young	Jan. 3, 1961	0 hrs. 30 min.
John V. Wright	Jan. 3, 1961	0 hrs. 30 min.
T. R. Dungan	Jan. 9, 1961	1 hr. 20 min.
L. H. Bullock	March 6-9, 1961	13 hrs. 0 min.
E. J. Yeend, III	Jan. 23-26, 1961	27 hrs. 15 min.
R. S. Stryzinski	Jan. 3, 1961	0 hrs. 30 min.

EMPLOYEES' STATEMENT OF FACTS:

1. The merger of the Mobile and Ohio and Gulf, Mobile and Northern railroads became effective in 1940. Previously, in the Accounting Departments of both Carriers, there had been a practice of permitting employees required to serve on juries to do so without loss of pay. Such employees left their places of employment so as to reach the Court at the required time, and reported back to work promptly after being excused by the Court. The work of employees serving as jurors was in part kept up by other employees and in part deferred and caught up later by the employees who served as jurors, according to the circumstances and nature of their work. In either

Board. An agreement supplemental thereto, effective the same date, is attached hereto as Carrier's Exhibit A.

(Exhibits not reproduced.)

OPINION OF BOARD: On January 1, 1961, Carrier terminated a voluntary past practice of paying employes for time they were absent while serving on juries. Subsequently, Claimants were absent because of serving on juries. When Carrier failed to pay them for the time while so engaged, Clerks filed individual claims for compensation as had been paid under the abrogated practice. The claims were consolidated in the processing on the property.

Clerks' basic position is that the granting of pay for absence from duty on account of jury service was a practice which had ripened into an agreement; and, the practice could not be discontinued without negotiation.

The collective bargaining agreement in force at the time the practice was discontinued became effective on November 1, 1950. No rule therein provides that Carrier shall compensate employes for time engaged on jury service. It is uncontroverted that during negotiations Carrier rejected Clerks' proposal for such a rule.

The claim herein is an attempt to obtain through the decisional process of this Board a wage condition which Clerks unsuccessfully sought through collective bargaining.

It is well established that this Board is without authority to add to, take from, or otherwise rewrite the agreement made by the parties. See, for example, Awards 13491, 13178, 12358, 12246, 12100 and 12099. Consequently, we will deny the claim submitted to the Board.

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 Employes involved in this dispute are respectively Carrier and Employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of June 1966.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.