Award No. 3815
Docket No. PC-3826

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James M. Douglas, 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 Conductor M. H. Rowe, of the Denver District, that The Pullman Company violated Rules 7 and 22 of the agreement dated September 1, 1945, in compensating him for the months of October and November, 1945, with special reference to deadhead trip reporting in Denver at 4:00 P. M. October 20, 1945, arriving St. oLuis October 21, 1945 at 2:00 P. M.; elapsed time 20.15 hours, service hours to be credited under Rules 7 and 22, 11:15 hours—returning on November 2, 1945, reporting St. Louis 3:40 P. M. to deadhead on pass to Denver, arriving 3:55 P. M., November 3rd, elapsed time 25:15 hours, service hours to be credited under Rules 7 and 22, 12:30 hours.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an agreement between The Pullman Company and Conductors in its service, bearing effective date of September 1, 1945. This dispute has been progressed up to and including the highest officer designated for that purpose, whose letter denying the claim is attached as Exhibit No. 1.

The essential facts in this case are as follows:

M. H. Rowe was employed October 9, 1945 as a Pullman conductor, without previous experience, and placed on the seniority roster of the Denver District as of that date. He was compensated initially at the First Year Service Period rate shown in Rule 1 of the agreement and appearing under the caption, "Rates of Pay". Conductor Rowe was instructed to deadhead to St. Louis on pass, for the purpose of being placed under instruction relative to the duties involved in the position for which he was employed. He left Denver deadhead at 4:00 P. M., October 20, 1945 and arrived St. Louis 2:00 P. M., October 21, 1945, elapsed time 20:15 hours for which he was paid 11:15 hours in accordance with Rule 7 of the agreement.

Conductor Rowe remained at St. Louis "under instruction" from October 22 to November 2, 1945, both inclusive, a period of 12 days, for which he was paid 12 days' pay in accordance with the first paragraph of Rule 62 of the agreement. Conductor Rowe was then instructed to deadhead to Denver, where under the rules of the agreement, he was placed on the extra board of the Denver seniority district. He left St. Louis at 3:40 P. M. November 2nd and arrived Denver 3:55 P. M. November 3rd, elapsed time 25 hours, 15 minutes, for which he was paid 12:30 hours under Rule 7 of the Agreement.

In June, 1946, the Company deducted an amount of $14.74 from Conductor Rowe's earnings, claiming that the manner in which he had been

service. Inasmuch as it has been shown that Rowe was in training during the period complained of by the Organization and in nowise operated in service, deadhead or otherwise, within the meaning of the terms "conductor" and "service" as used in the rules of the Agreement, he was not entitled to service hours credited under the provisions of **Rule 7. Deadhead Service.** Therefore it follows that no such hourly credit existed upon which to compensate Rowe at an established hourly rate of pay in compliance with Rule 22. Rule 22 and its accompanying Questions and Answers are of no moment in this dispute and cannot be considered applicable in computing Rowe's compensation for any time between October 20 and November 3, 1945.

CONCLUSION

The Company has herein shown that the manner in which Conductor Rowe's compensation was computed for the period in question conforms precisely to the provisions of Rule 62. Additionally, Management has shown that the rules which the Organization asserts have been violated have not been violated, and further, that they are not applicable to the issue here involved. The claim shoud be denied.

OPINION OF BOARD: Claimant was employed at Denver on October 9, 1945, as a Pullman conductor. He had no previous experience. He was ordered to deadhead on a pass from Denver to St. Louis, where he received schooling. When that was completed he was returned to Denver deadhead on a pass.

The question for decision is at what rate Claimant should be paid while going from Denver to St. Louis and returning. He claims under Rule 7 of the agreement which reads in part:

> "Conductors deadheading on passes . . . on company business . . . shall be allowed credit for actual time up to 11¼ hours for each 24-hour period."

He also claims under Rule 22, which reads in part:

> "Conductors shall be paid at their respective established hourly rates for all hours credited each month for extra road service . . . deadhead on passes, * * *"

However we are of the opinion that neither of those rules are applicable but that Rule 62 governs this case. It provides:

> "At the time a conductor is employed he shall be placed under instruction for a reasonable period, not to exceed 60 days, and shall be paid for such instruction at his daily rate of pay.
>
> In the event a conductor under instruction is used for station duty, helper or second conductor (not as a student) or as a conductor in charge of Pullman equipment on the train or deadheaded to or from service, he shall be paid for such service as provided in the rules governing basis of payment."

This rule is by its terms specifically applicable to conductors during the period of instruction. It expressly allows the general rate of payment only when a conductor under instruction is "deadheaded to or from service." Thus Rule 62 makes a distinction between the rate of pay of a conductor under instruction, and a conductor performing the specified services mentioned. A conductor deadheaded to and from instruction is not going "to and from service" in the contemplation of the rule. It is a sound doctrine that where a subject is covered by a specific provision such will take precedence over general provisions. Since Claimant's rate of pay was governed by Rule 62, his claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dipute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds.

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 the Carrier did not violate the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois this 18th day of March, 1948.