

Award No. 5301
Docket No. CLX-5286

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Angus Munro, Referee

PARTIES TO DISPUTE:

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

RAILWAY EXPRESS AGENCY, INCORPORATED

STATEMENT OF CLAIM: Claim of the District Committee of the Brotherhood that

(a) The wage and working agreements were violated through the method used in calculating time credited to train service employe J. H. Mull, regularly assigned as Messenger-Baggage-man to operate on Northern Pacific Railway Trains 4 and 5, Seattle-Spokane, Washington Route for December 13, 1949, and

(b) Management errs in its application of Rule 75 (b) in figuring the time that should be credited to train service employes performing service on routes other than their own, and

(c) That Messenger-Baggage-man J. H. Mull shall now be properly credited with time for work performed on routes other than his own on December 13, 1949 and paid the difference between the amount he actually received and the amount he should have received on that date.

EMPLOYEES' STATEMENT OF FACTS: Messenger-Baggage-man J. H. Mull is regularly assigned to operate on Northern Pacific Railway Trains 4 and 5, Seattle, Washington-Spokane, Washington Route at monthly rate of \$318.50.

There is also in existence in the same seniority district a route known as the Seattle, Washington-Hoquiam, Washington Route, Northern Pacific Railway Trains 422-423, with monthly rate of \$295.75.

During December 1949, due to increased traffic of both express and mail, Railway Express Agency established a temporary position of "Helper" to operate on the Great Northern Railroad, Seattle, Washington-Ephrata, Washington Route, Trains 28 and 27 and paid for this service at the established helper's rate of \$278.50 per month.

The home terminal of all of these three routes was at Seattle, Washington.

On December 13, 1949 Messenger-Baggage-man J. H. Mull was at Seattle on lay-over between trips on his regular Seattle-Spokane Route, N. P. Trains 4 and 5. Needing an employe to work on the Seattle-Hoquiam Route,

on continuous time basis from 6:45 A. M. December 13, 1949, when he reported for Train 422 at Seattle, until his release at Ephrata on December 14, 1949 at 8:00 A. M., a total of 25 hours.

The issue in this case is whether paragraph (b) of Rule 75 can be construed to afford continuous time to an employe working two different assignments on routes other than his own in response to calls while on his layover, where the period of release between the two different assignments is less than one hour.

A trip has been defined as a movement between the scheduled or bulletined termini of a run (Decision E-714, E-717, Express Board of Adjustment No. 1). Under the specific interpretation of the definition of a trip, as above, and the plain provisions of paragraph (b) of Rule 75, Messenger Mull in the instant case covered trips between the scheduled or bulletined termini of two distinct and separate runs, namely the Seattle-Spokane Route, Northern Pacific Trains 4-5, and the Seattle-Ephrata Route, Great Northern Trains 28-27.

There is nothing in the language of paragraph (b) of Rule 75 which leads to the inference that the provision, that time shall be counted as continuous when the period of release does not exceed one hour, applies in instances where a period of release occurs between the ending of one trip over one route and the beginning of another trip on another and entirely different route.

The claim in the instant case is an attempt to obtain by decision an interpretation of paragraph (b) of Rule 75 wholly at variance with the language and intent and purpose of the rule, and decisions of Express Board of Adjustment No. 1 defining a trip. The wording of paragraph (b) of Rule 75 is clear and unambiguous that the language "time shall be counted as continuous when the period of release does not exceed one hour," when read in conjunction with the preceding sentences of the paragraph, applies solely to a trip on a single route and by no stretch of the language contained in the rule can be construed as authorizing continuous time in instances where two different routes are involved. The rule has never been so interpreted. The claim is wholly without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim alleges a violation of Rule 75 (b) of the Schedule. Here an employe was directed to perform duties contemplated by the rule, to-wit: proceed from his duty station to Hoquiam and return at which latter point he arrived at 10:15 P. M. Petitioner does not complain of the method used to compute compensation for the above trip. However within fifteen (15) minutes subsequent to the above mentioned time said employe was directed to proceed to Ephrata, a route other than his own, and Petitioner avers for such run the time so spent be counted as continuous in that the period of release between runs did not exceed one (1) hour.

The Board does not agree with such contention. The method of computing payment described in the rule refers to an assignment which in turn consists of a trip or trips. Where the period of release pending partial completion of an assignment exceeds one (1) hour compensation is made for the latter otherwise an assignment consists only of the former and the mere fact the employe is directed within less than one (1) hour following completion of an assignment to perform the duties incident to another assignment bears no relation to the manner in which he is to be compensated for performing the latter assignment.

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 it is accordingly ordered by the Board that claim herein be and it is hereby denied.

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 March, 1951.