

NATIONALRAIROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24306  
Docket Number CL-24633

Robert Silagi, Referee

PARTIES TO DISPUTE:

{Brotherhood of Railway, Airline and Steamship Clerks,  
Freight Handlers, Express and Station **Employees**  
{Houston Belt **and** Terminal Railway Company

STATEMENT OF CLAIM: **Claim** of the **System Committee** of the Brotherhood (GL-9645)  
**that:**

1. Carrier violated the Clerks' Rules **Agreement** when it utilized Extra Board Clerk **T. J. Collins**, to work as **extra Train Order Clerk** October 7, **1981**, and then refused to compensate her pursuant to Rule **31(a)** of the Agreement.

2. Carrier shall now be required to compensate Clerk T. J. Collins an additional four (4) **hours** and fifty (50) minutes pay at pro-rata rate as required by Rule 31(a) of the **Agreement**.

OPINION OF BOARD: On October 7, **1981**, Carrier called Claimant, **an** Extra Board Clerk, to work as Extra Train **Order Clerk**. **Claimant** reported at **4:00**p.m. and worked until **7:10** p.m. when she was relieved **from** duty. She received pay for 3 hours and 10 minutes. Claimant demanded pay for eight hours, or an additional four hours and fifty minutes.

Rule 31(a) states:

"**(a)** **Day's Work** - Except as otherwise provided **in** this rule, eight (8) consecutive hours or less, exclusive of the meal period, shall constitute a day's work for which eight (8) hours' pay will be allowed.

The Carrier maintains that it is not required to pay any additional monies because Claimant bid and was assigned to a **16-day monthly** guarantee Extra Board working as **Operator, Train Order Clerk and Train Director**. During the month of October, Claimant was called and used **from this** Extra Board for various assignments. She worked the equivalent of **16** days, 27 hours and **40** minutes and **earned** \$1,455.55. Since the guarantee Extra Board **minimum** of **16** days yields **\$1,379.84**, the Carrier claims that it **is** not required to pay any additional monies. The Carrier cites Rule 34 as an **exception** to the 8 hours' pay required by Rule **31(a)**.

Rule 34 deals with situations where **employees** are notified or called to perform work not continuous with, before or after the regular work period in which case they are allowed a minimum of three hours' pay for two hours' work or less.

The awards of the Third Division have upheld the principle that "where the contract is plain and **unambiguous**, no basis for construction exists". (Award 3050). "This Board must be **bound** by the clear language of an Agreement. We

cannot read into (the Agreement) anything except what it sets out in unmistakable clarity" (Award 10239).

**This** Board is not persuaded that the admitted facts of this case come within the exception to the eight hour rule enunciated in Rule 31(a). As **it** has stated, "We will not read an exception into the Agreement **where** there is none". (Award 19081).

The Board is of the **opinion** that Organization sustained its burden of proof and therefore its **claim** is sustained.

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 **Employees** 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**.

A W A R D

claim **sustained**.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois. this 14th day of April 1983.

