

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, INC.

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

(a) The agreement governing hours of service and working conditions between the Railway Express Agency and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective October 1, 1940 was violated through failure to allow train service employees C. C. Sampson and J. J. Slater continuous time at Havre, Montana December 17 and 18, 1948; and

(b) They shall now be compensated for monetary losses sustained.

EMPLOYES' STATEMENT OF FACTS: C. C. Sampson, Messenger and J. J. Slater, Helper, are regularly assigned to operate on Great Northern Railway Trains 27 and 28, Spokane, Washington-Whitefish, Montana Route as follows:

Messengers:

Report Spokane	Tr. 28 — 8:15 A. M.	Release Whitefish — 7:00 P. M.
Report Whitefish	Tr. 27 — 11:00 A. M.	Release Spokane — 7:20 P. M.

Helpers:

Report Spokane	Tr. 28 — 8:15 A. M.	Release Whitefish — 7:00 P. M.
Report Whitefish	Tr. 27 — 11:10 A. M.	Release Spokane — 6:30 P. M.

December 16, 1948 Messenger Sampson and Helper Slater reported for duty at Spokane at their scheduled reporting time. Due to a freight wreck on the Great Northern at Jennings, Montana, the line was blocked. It became necessary to detour Train 28 over lines of the Northern Pacific from Sandpoint, Idaho to Helena, Montana. The train then proceeded on the G. N. Ty. to a connection with the main line at Havre, Montana, a point 256 miles east of their outer terminal of Whitefish, Montana.

They arrived at Havre at 6:45 P. M. December 17, 1948 where the run was turned over to train service employees of the Montana Division. They were then released at Havre at 7:25 P. M. and instructed to proceed to Whitefish, Montana (their outer terminal) where their services were next

construction of the rule the train employes would not only receive their regular pay but overtime for time spent by them in idleness.

Decision.—Claim denied.

Carrier asserts that the issue here involved was definitely and effectively laid at rest March 9, 1925, when the first decision interpreting Rule 67, now 69, was issued, and has since remained at rest until the instant case was initiated by Local Chairman Pickett, February 3, 1949. The claim is entirely without merit and should be denied.

All evidence and data set forth have been considered by the parties in correspondence.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is advanced by the District Committee of the Brotherhood, hereinafter called Petitioner, for and on behalf of one Sampson and one Slater, hereinafter called Claimants. The claim is against Railway Express, hereinafter called Carrier. Petitioner alleged claimants sustained monetary losses upon the times set forth in said claim by reason of Carrier's failure and refusal to allow said claimants continuous time at Havre at the time aforesaid. Petitioner further averred said act on the part of Carrier constituted a violation of Schedule Rule 69 and in particular of the first paragraph thereof.

On December 16th claimants held a regular assignment to perform their duties between Spokane and Whitefish. They reported for duty on said date and went on active duty but were unable to proceed to Whitefish by reason of a delay enroute caused by a wreck. Instead they proceeded to Havre at which point they arrived at on December 17th at 6:45 P.M. What next occurred is best described as set out in Employes' Statement of Facts, "they were then released at Havre at 7:25 P.M. and instructed to proceed to Whitefish, Montana (their outer terminal) where their services were next required. They left Havre 8:15 A.M. the morning of December 18." The question we are here faced with is, should that period of time between 7:25 P.M. and 8:15 A.M. be considered and treated as coming within that portion of the aforesaid Rule which reads "and all time will continue to accumulate until arrival at such designated terminal?"

Petitioner describes the 7:25 P.M. act on the part of Carrier in one instance as a "release" and in another as "relieved," whatever one chooses to call it the fact is subsequent to such time and until 8:15 A.M. they were not in Carrier's service. Time by itself means nothing, when it can be used as a claim for money it has a meaning. "All time" which can be used in a claim means service time. This is shown by the fact that for any monetary loss sustained by claimants when not in service or on duty they were reimbursed by Carrier.

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 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

Carrier did not violate the Schedule as alleged.

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 1st day of May, 1952.