

PUBLIC LAW BOARD NO. 168

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

VS.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

SYSTEM CASE MW-243
AWARD NO. 1

STATEMENT OF CLAIM:

1. That the Spokane, Portland and Seattle Railway Company, herein-after referred to as Carrier, violates the effective Agreements when requiring all B&B Foremen, Section Foremen, Welding Foremen, Water Service Foremen, Machine Operators and Track Inspectors to perform work during their assigned lunch hours. Also when requiring employees assigned to positions referred to above to be on telephone prior to 7:30 A. M., (6:30 A.M., during daylight saving time) to receive instructions from supervisors and when requiring employees to prepare and maintain time rolls, labor distribution reports, material reports, etc., after completion of the workday 4:00 P.M., (3:00 P.M., during daylight saving time).
2. (a) That the Carrier now allow (from September 1, 1966) all B&B Foremen, Section Foremen, Welding Foremen, Water Service Foremen, Machine Operators and Track Inspectors listed on seniority rosters working position referred to in part one (1) of claim and any employees subsequently assigned to these positions 30 minutes pay at their respective time and one-half rates of pay until violation discontinues or until suitable adjustments in rates of pay are made to compensate for this service.

(b) That the Carrier now allow all claimants positions named in part one (1) of claim listed on seniority rosters working such positions and any employee subsequently assigned to these positions, (except those provided a timekeeper) required to prepare payrolls, labor distribution reports, material reports, etc., one (1) hour per day at their respective time and one-half rates of pay from September 1, 1966 until violation discontinues or until suitable adjustments in rates of pay are made to compensate for this service.

(The supporting arguments and position of both parties with respect to this claim are not reproduced here).

FINDINGS:

The contention that the instant claim is barred by the Time Limit Rule is not well founded. See Rule 26-3.

Proceeding to the merits, it is apparent at the outset, that Rule 60 in the current M/W labor agreement (Schedule 4, effective June 1, 1956), the provision on which the Organization leans heavily to support its claim for overtime benefits, is not concerned with and is not applicable to the determination of overtime eligibility.

The fact that Rule 60 does not deal with the calculation of overtime pay is made clear by the words "Overtime as per overtime rules". This insertion leaves no room for misconstruing or distorting the limited impact of Rule 60. In other words, Rule 60, as plainly stated therein, does not govern the determination of overtime pay.

Every M/W working agreement, beginning with the first contract in 1919, and continuing unchanged in subsequent rule schedule revisions up to and including Schedule 3, effective June 1, 1947, enunciated the principle that the monthly rate, applicable to the positions involved in this dispute, constitute full compensation for work performed, in excess of the normal workday or workweek, when same was rendered in fulfillment of intrinsic job duties and responsibilities. See Decision No. 411, Docket 663, U. S. Railroad Labor Board, and Awards Nos. 5159, 6699 and 8131, National Railroad Adjustment Board, Third Division.

Rule 27 (b) of the current labor contract providing, in substance, that time presently included under existing rules in computations leading to overtime shall not be utilized in computing the 40 hours per week, carries forward the understanding prevailing on this property since 1919, that, the time spent on activities which are deemed to be an integral part of the job's function and similar to those which are made subject of claim herein, being already taken into account in the monthly rate allotted hereto, shall not incur overtime, in instances when same are performed outside the 8-hour day and 40-hour week limits.

AWARD: Claim denied.

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sd/ Harold M. Gilden,
Harold M. Gilden, Neutral Member

sd/ J. P. Wilson
J. P. Wilson, Union Member

sd/ H. J. Tierney,
H. J. Tierney, Carrier Member

Portland, Oregon
January 7, 1969