

NATIONAL RAILROAD 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.

