

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 28712  
Docket No. TD-27774  
91-3-87-3-591

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

(American Train Dispatchers Association  
PARTIES TO DISPUTE: (  
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the American Train Dispatchers Association that:

(a) The Chicago and North Western Transportation Company, herein referred to as the 'Carrier' violated the current Schedule Agreement when it did not provide relief for the Chief Train Dispatcher's position Job No. 001 While Mr. A. L. Amundson, Jr. was on vacation June 16, 17, 18, 19 and 20, 1986

Extra Dispatcher D. L. Stowe did not work any other assignment and was available to work this position on June 16, 17, 18 and 19 while it was being blanked. Extra Dispatcher M. J. Turnbull did not work any other assignment and was available to work this position on June 20 while it was being blanked.

(b) The Carrier shall now compensate the individual Claimants in accordance with their time claims submitted the Carrier for violation of Rule 14(b), viz:

June 16, 1986 D. L. Stowe	\$193.33
June 17, 1986 D. L. Stowe	193.33
June 18, 1986 D. L. Stowe	193.33
June 19, 1986 D. L. Stowe	193.33
June 20, 1986 M. J. Turnbull	193.33"

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Chief Train Dispatcher at Boone, Iowa, was on vacation from June 16 through 20, 1986. Carrier blanked the position for this period. The Organization contends that Rule 14(b) of the current Agreement requires that Carrier fill the Chief Train Dispatcher's position as a temporary vacancy. Rule 14(b) reads as follows:

"Rule 14(b)

- (1) Temporary vacancies of less than seven (7) calendar days duration will be filled at pro rata rate in the following order."

Carrier contends that it is not required to provide vacation relief for a Chief Train Dispatcher. It argues that the Organization has not identified any Agreement Rule that requires Carrier to provide vacation relief and that the Chief Train Dispatcher's position is only subject in this instance to Rule 5(a), (b), (c), and Rule 6.

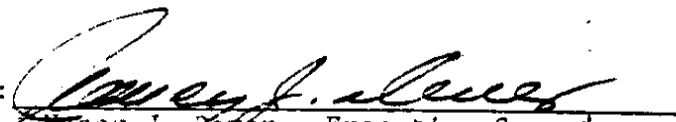
This Board has reviewed the language relied on by both parties, as well as the Awards submitted in support of their respective position. It is the Board's opinion that the better reasoned Awards and the more specific Agreement Language supports the Organization's position. Rule 14(b)1 indicates that temporary vacancies will be filled. The Board can find no basis on which to ignore this direction. It is the Board's opinion that the Chief Train Dispatcher's position should have been filled under this Rule. It is also this Board's opinion that Claimants should be paid at the straight-time rate with any protection benefits received by them offset.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Beyer - Executive Secretary

Dated at Chicago, Illinois, this 23th day of March 1991.