

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 29550  
Docket No. TD-30160  
93-3-91-3-608

The Third Division consisted of the regular members and in addition Referee Hugh G. Duffy when award was rendered.

PARTIES TO DISPUTE: (American Train Dispatchers Association  
(  
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

"Claim of extra train dispatcher J. C. Drew for a day's pay due to the Carrier's alleged violation of Section V. paragraph B of the Guaranteed Train Dispatchers Agreement on April 17, 1990."

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 employes involved in this dispute are respectively carrier and employe 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 basic facts involved in this case are not in dispute. On April 17, 1990, a vacancy occurred in the Carrier's Harrisburg train dispatcher's office. Because there were no employees available to fill this extra work vacancy at the straight time rate of pay, the Carrier found it necessary to call employees who would be compensated at the overtime rate of pay. In making calls to employees to fill this position, the Claimant, who is an incumbent guaranteed assigned dispatcher, was called sixteen times between the hours of 10:04 A.M. and 6:43 P.M.

When the Carrier finally failed to reach Claimant, a call was made to a junior guaranteed assigned dispatcher, who accepted the assignment.

The Claimant originated the claim based on Item V(B) of the March 7, 1985 Agreement addressing the use of guaranteed assigned dispatchers:

V. Administration

(B) Guaranteed Assigned Dispatchers, will be subject to call during the three (3) hour period prior to the start of each trick...

In response, the Carrier denied the applicability of Item V(B) of the March 7, 1985 and instead, asserted Schedule Agreement Rule 5, Section 2(e) as controlling when employees are called for overtime service:

Rule 5 - Relief and Extra Work

Section 2. - Extra Work

(e) Where, in the performance of extra work, no extra employees are available who can be used at the straight time rate of pay and it therefore becomes necessary to assign an employee who must be paid at the overtime rate, assignment will be made in accordance with the following order:

1. Available incumbent on his rest day.
2. Senior available relief incumbent on his rest day.
3. Senior available qualified train dispatcher on his rest day.

After careful consideration of the parties' positions, the Board finds that Rule 5, Section 2(e) provides a specific "order of call" for employees when called for overtime service. Item V(B) of the March 7, 1985 Agreement provides no such guidance.

Admittedly, the Claimant was not called during the three hour time frame specified in Item V(B) of the March 7, 1985 Agreement, and both the Claimant and the junior employee were guaranteed assigned dispatchers on the claim date. However, we find the Organization's application of Item V(B) in this case, is misplaced.

Rules must be read in their entire context. As the Carrier correctly points out, Item V(A) of the March 7, 1985, Agreement directs the manner in which guaranteed assigned dispatchers will be called for straight time service. There is no directive, similar to that found in Schedule Agreement Rule 5, Section 2(e), for calling guaranteed assigned dispatchers for overtime service.


Therefore, the Claimant may have been subject to call for overtime on the claim date, but, only under the expressed provisions of Rule 5, Section 2(e), which contains no time frame limitations for calling employees.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 9th day of March 1993.