

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 29621  
Docket No. CL-29709  
93-3-91-3-76

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications  
(International Union  
(The Atchison, Topeka and Santa Fe  
(Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-10542) that:

- (a) The Carrier violated the intent and provisions of the current Clerks' Agreement at Kansas City, Kansas, on September 2 and September 5, 1989, when it failed and/or refused to properly compensate Zoned Extra Board employee, D. L. Robinson, for guarantee of five 8-hour shifts, and
- (b) Claimant D. L. Robinson shall now be compensated eight (8) hours' pay at the rate of Zoned Extra Board Position No. 6412 for both days, September 2 and 5, 1989, in addition to any other compensation he may have received for these days."

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 parties Zoned Extra Board Agreement provides:

"Occupants of Extra Board Positions will be guaranteed no less than five 8-hour shifts or equivalent pay within a workweek of seven consecutive days beginning with Monday except the guarantee may be reduced by eight hours for each day the employee does not work or train due to the employee's failure to respond when work or training is available."

In the week commencing Monday, August 28, 1989, Claimant was paid one 8 hour vacation day, trained on two other 8 hour days for which he was paid, worked one assignment at straight time and another at time and one-half. The following week, September 4, 1989, he worked four positions at straight time and one at time and one-half. The Organization maintains that because he received compensation for only four straight time days in each of these weeks he is entitled to an additional 8 hours equivalent pay under the Extra Board Agreement.

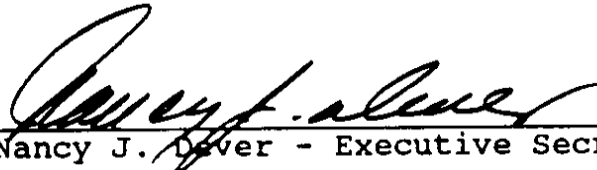
The Board does not agree. The Zoned Extra Board Agreement only guarantees "five 8-hour shifts or equivalent pay within a workweek of seven consecutive days." In each of the workweeks involved in this Claim, Claimant was paid the equivalent of five 8-hour shifts. That is all that he was entitled to be guaranteed by the terms of the Extra Board Agreement.

The Claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:   
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of April 1993.