

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30044
Docket No. CL-29988
94-3-91-3-403

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(Transportation Communications International
(Union
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former Seaboard
(Coast Line Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10610), that:

1. Claim that the Carrier violated the Agreement between the parties when, during the work week May 14 through May 20, 1990, it improperly reduced claim for guarantee filed under the provisions of the Guaranteed Extra Board Agreement by Ms. D.J. Landis.
2. As a result of the aforementioned violation, the Carrier shall now be required to compensate D.J. Landis (521477), eight (8) hours' pay at the appropriate rate of pay. The guaranteed rate of pay is \$104.70." (Organization File No. SCL-46.87(26); Carrier's File No. (90-0765)

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 Claimant is covered by a Guaranteed Extra Board Agreement, which guarantees 40 hours pay each week, provided certain conditions are met. In this instance, the Claimant worked Monday, May 14, 1990; observed rest days on Tuesday and Wednesday; was

available but not called on Thursday and Friday; and worked on Saturday. In dispute is what then occurred on Sunday.

The work performed on Saturday was from 3:00 PM to 11:00 PM. The Claimant was called on Sunday at 5:30 AM. to work a shift commencing at 7:00 AM. The message was received on her telephone answering device, but there is no dispute that she did not respond to this call. However, she was called for and did work a subsequent shift on Sunday, commencing at 11:00 PM.

The Claimant then filed for 16 hours' guarantee pay, noting that she had worked only three days during the week. Because of her failure to accept the call for the Sunday 7:00 AM shift on Sunday, the Carrier allowed her only eight hours' guarantee pay, thus leading to the Claim.

As a threshold issue, the Carrier contends that the Claim is "vague," since it does not allege violation of any specific Agreement provisions. The Carrier urges the Claim be dismissed on this basis. The Board cannot agree. From the outset, the parties fully understood that the dispute involved whether the Claimant should be "charged" for not reporting on Sunday morning and had no difficulty addressing the issue.

The Carrier and the Organization disagree as to whether the Claimant was obligated to accept the 7:00 AM Sunday call, which would have required overtime payment. The Board need not resolve this point, however. Even assuming the Carrier is correct in that the call had to be accepted or it would count against the guarantee, the Guaranteed Extra Board Agreement deals with the particular situation here under review.

Section IV (b) states, as the Carrier points out, "An extra Board employee must be available for service the full calendar day." However, Section IV (d) reads in pertinent part as follows:

"An extra employee who is called and is out of place will be charged 8 hours against his guarantee for the position he would have worked had he been available for the call. . . . If he is called for another position and used during that calendar day, no charge will be made against his guarantee."

Section IV (d) is clear and unambiguous. Since the Claimant was "called for another position and used during" the same calendar day, no charge against the guarantee can be made for failing to respond to the earlier call.

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A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin
Catherine Loughrin, Interim Secretary to the Board

Dated at Chicago, Illinois, this 17th day of February 1994.