

Referee James C. McBrearty

PARTIES TO DISPUTE: Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express & Station Employees (Allied Services Division)

Boston and Maine Corporation

STATEMENT OF CLAIM: Claim of the Railway Patrolmen and Security Officers Section Allied Services Division, BRAC, #P-44 that:

1. Carrier violated the Agreement between the parties when it failed to call Claimant for a vacancy on the 7:00 a.m. to 3:00 p.m. shift at North Station on February 25, 1976.
2. Carrier shall now be required to pay Claimant H. J. Lorden eight (8) hours' pay at the overtime rate of pay.

OPINION OF BOARD: Petitioner alleges a violation of Rule 10(c) of the applicable agreement, when Carrier only called Claimant once to fill a vacancy beginning some 12 hours later.

Petitioner cites numerous awards to the effect that one phone call does not constitute "reasonable effort" to contact an employee.

While there is no minimum-call rule in the agreement, nor in the terminology "reasonable effort" used in Rule 10(c), nevertheless, the phrase "insofar as possible" is used at the beginning of Rule 10(c).

Webster's Third New International Dictionary (Unabridged Edition; 1971) defines "possible" as used in that context to mean, "being within or up to the limits of one's ability or capacity as determined by nature, authority, circumstances, or other controlling factors."

From the record, there is no reason why it was not possible for Carrier to call Claimant more than once, when the original call was made some 12 hours before the start of the shift.

This Board is not writing a minimum-call rule for the parties. All the Board is saying is that in the instant case, Carrier did not "insofar as possible" try to equalize overtime as prescribed in Rule 10(c). The Board must presume that the parties understood the clear meaning of the language which they chose in drafting Rule 10(c), and, therefore, the claim will be sustained.

FINDINGS:

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

The carrier and the employe 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.

The parties to said dispute were given due notice of hearing thereon.

The parties to said dispute waived right of appearance at hearing thereon.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST: Executive Secretary
National Railroad Adjustment
Board

By: *Harvey J. Deaver*
Assistant Executive Secretary

Dated at Chicago, Illinois, this 2nd day of March 1977