

The Third Division consisted of the regular members and in addition Referee John ~~E.~~ LaRocco when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(Chicago and Illinois Midland Railway Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Organization (GL-10453) that:

1. Carrier violated the Agreement when it failed to properly compensate J. C. Byrd, hereinafter referred to as Claimant, for overtime work on June 17, 1988, at the Havana Coal Transfer Plant, Havana, Illinois.
2. Carrier's action in the instant case violated the TCU Agreement, Supplement No. 10 contained therein.
3. Carrier shall now be required to compensate Claimant for eleven (11) hours at the overtime rate of pay of Gate Operator-Clerk for the date of June 17, 1988."

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 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.

Claimant was regularly assigned as a Gate Operator-Clerk on the 3:00 P.M. to 11:00 P.M. shift at the Carrier's Havana, Illinois, Coal Transfer Plant. On June 17, 1988, the Carrier properly called Claimant to fill a Laborer's vacancy on the 7:00 A.M. to 3:30 P.M. shift. Since coal transfer operations continued past 3:30 P.M., Claimant performed Laborer duties until 6:30 P.M. At that time, Claimant began working his regular Gate Operator-Clerk position.

The Carrier paid Claimant 7.5 hours of overtime compensation, representing the time he worked from 7:00 A.M. to 3:00 P.M., excluding one-half hour for lunch. The Carrier also compensated Claimant eight hours pro rata for the period he worked from 3:00 P.M. to 11:00 P.M. The Carrier based the overtime and straight time compensation on the rate of Claimant's Gate Operator-Clerk position, a higher rate than the Laborer's pay rate.

Once the Carrier called Claimant to render overtime service, Claimant was entitled to be paid the overtime rate so long as the overtime assignment endured regardless of whether or not the time Claimant worked the Laborer job partially coincided with his regular tour of duty. At 3:00 P.M., Claimant's usual starting time as a Gate Operator, he was still filling in his overtime assignment as a Laborer. Indeed, the Carrier did not release Claimant to assume his regular assignment until 6:30 P.M. The Carrier should have continued to compensate Claimant at the overtime rate during the period from 3:00 P.M. to 6:30 P.M. Thus, the Carrier shall pay Claimant the difference between the overtime rate and the straight time pay rate he received for three and one-half hours.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deves - Executive Secretary

Dated at Chicago, Illinois, this 3rd day of April 1992.