

The Third Division consisted of the regular members and in addition Referee John B. 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 Brotherhood (GL-10258) that:

1. Carrier violated the TCU (formerly BRAC) Agreement on the date of June 30, 1987 at Shops, Illinois, when it called Mr. M. R. Williamson to fill 11:00 P.M. to 7:00 A.M. June 29, 1987, Telegrapher/Leverman position and subsequently refused to properly compensate Telegrapher/Leverman Williamson under the Rules of the Agreement.

2. Carrier's action was violative of the Agreement between the parties, expressly Rule 37 contained therein.

3. Carrier shall now be required to allow Mr. M. R. Williamson the difference between compensation allowed of six (6) hours fifty-five (55) minutes and that of eight (8) hours at the straight time rate of position worked, 11:00 P.M. to 7:00 A.M. Telegrapher/Leverman for claim date of June 30, 1987."

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, an employee on the Guaranteed Extra Board, filled a position at Havana, Illinois, from 1:05 A.M. to 9:05 A.M. on June 29, 1987. Later in the day, the Carrier called Claimant to protect a third shift Telegrapher/Leverman position at Shops Tower. The normal hours for the third shift are 11:00 P.M. to 7:00 A.M. Since Claimant was not rested under the Hours of

Service Law until 12:05 A.M., the Carrier held over the second shift Leverman and directed Claimant to report at 12:05 A.M. on June 30, 1987. Claimant performed service for six hours and fifty-five minutes. The Carrier compensated Claimant for the precise time he actually worked. Claimant seeks an additional one hour and five minutes of straight time pay.

Once the Carrier calls an extra employee and he reports to work, Rule 37, the Day's Work Provision, obligates the Carrier to compensate the extra employee a minimum of eight hours of pay at the straight time rate even if he works fewer than eight hours. See Third Division Awards 25504 and 24306. Here, Claimant was called to fill out an eight hour vacancy. Although the Carrier had good reason for directing Claimant to report after the commencement of the third shift, Claimant was nonetheless entitled to a full day's pay. See Third Division Award 26539.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 16th day of October 1990.