

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Form 1

Award No. 30549
Docket No. CL-30910
94-3-92-3-764

The Third Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications
 (International Union
 (
 (Chicago, Central & Pacific RR Co.

STATEMENT OF CLAIM:

"Claim of the System Committee of the Union (GL-10875)
that:

File No. 281-628-NAB-19

- (1) Carrier violated the Clerks Agreement on December 11, 12, and 13, 1991, when it failed to properly compensate an employe for service rendered.
- (2) Carrier shall now compensate Clerk B.G. Benson, Dubuque, Iowa, the difference between the pro rata rate that he was paid, and the pro rata rate he should have been paid for service rendered on the claimed dates, a difference of \$63.36."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

An initial claim was filed on December 28, 1991, for the difference between the pro rata rate of a Class III Yard Clerk rate of pay and the pro rata rate of the Transportation Assistant (TA) Position, \$2.64 per hour. The claim requested a total of \$63.36, for 24 hours of work on December 11, 12, and 13, 1991.

The Claimant is an unassigned extra employee at Dubuque, Iowa. The Organization contends that the only assigned position at Dubuque at the time was the Transportation Assistant's position. The Carrier has not denied this assertion, nor has the Carrier denied the assertion that the regularly assigned Transportation Assistant was on Bereavement Leave on the days in question. The Organization contends that the Claimant was called because the TA was on leave and that the Claimant was required to perform all of the duties normally performed by the Transportation Assistant.

The Organization contends that the Carrier violated Rules 4 and 21 when it compensated the Claimant at a lower rate.

The Carrier responded that, on the days in question, the Claimant had worked an extra clerical position and was not entitled to the pay of the TA position.

This Board has held that, absent a contractual exception, an employee who is used in relief work is entitled to receive compensation of the position to which assigned.

A W A R D

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimants be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois this 9th day of November, 1994