

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31427
Docket No. CL-32084
96-3-94-3-480

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

(Transportation Communications International
(Union
PARTIES TO DISPUTE: (
(The Belt Railway of Chicago

STATEMENT OF CLAIM: "Claim of the System Committee of the
Union (GL-11082) that:

1. Carrier violated the agreement when it required and/or permitted other employees to suspend work on their own positions on various dates for the purpose of absorbing overtime which would otherwise have been worked by Mr. Edward Pollard:
2. Carrier shall now compensate Mr. Pollard for eight (8) hours' pay at the time and one-half rate for September 18, and two (2) hours' pay at the time and one-half rate for September 23, 1993."

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.

The Claimant occupied the position of Timekeeper and Distribution Clerk. Part of the responsibility of the position was to process payroll documents. On September 17 and 23, 1993, the General Bookkeeper assisted the Claimant in the processing of payroll records. The General Bookkeeper then worked overtime on September 18 and 23, 1993. Both employees work in the same office.

The Organization filed this claim on the basis the General Bookkeeper had suspended the work of General Bookkeeper to work with the Claimant. In so doing the Carrier deprived the Claimant of working overtime on the Timekeeper and Distribution position. The Organization's position is that the Carrier violated Rules 45(e) and 48 of the Schedule Agreement.

Rule 45(e) reads as follows:

"(e) In working overtime before or after assigned hours, employees regularly assigned to class of work for which overtime is necessary shall be given preference; the same principle shall apply in working extra time on rest days and holidays."

The only overtime that is claimed in this case is work performed by the General Bookkeeper on that position. The Organization does not claim the General Bookkeeper worked overtime in the Claimant's position. That being the case the Carrier did not violate the Agreement when it used the General Bookkeeper to perform the overtime.

Rule 48 reads as follows:

"RULE 48 - ABSORBING OVERTIME

Employees will not be required to suspend work during regular hours to absorb overtime.

NOTE 1: Under the provisions of this rule, an employee may not be requested to suspend work and pay during his tour or duty to absorb overtime previously earned or in anticipation of overtime to be earned by him. It is not intended that an employee cross craft lines to assist another employee. It is the intention, however, that an employee may be used to assist another employee during his tour of duty in the same office or location where he works and in the same seniority district without penalty. An employee assisting another employee on a position paying a higher rate will receive the higher rate for time worked while assisting such employee, except that existing rules which provide for payment of the highest rate for entire tour of duty will continue in effect. An employee assisting another employee on a position paying same or lower rate will not have his rate reduced."

The record is clear, no employee was required to suspend work and pay in this case. Not only is that a fact, the Rule specifically states that employees may be used to assist other employees without penalty.

The Agreement was not violated.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 21st day of March 1996.