

**BEFORE PUBLIC LAW BOARD NO. 6076**

**UNITED TRANSPORTATION UNION - YARDMASTERS DEPARTMENT**

**and**

**CSX TRANSPORTATION**

**Case No. 5**

**STATEMENT OF CLAIM:**

**Claim for one day at the Yardmaster punitive rate of pay at Queensgate, for regular Yardmaster W. D. Cook, on October 20, 1996, account of being held over after his regular shift was completed. This is in violation of the Agreement Articles 2A, 3B, and 28.**

**FINDINGS**

On November 26, 1996, the Organization filed the instant claim on behalf of the Claimant contending that he was entitled to eight hours of overtime pay when on October 20, 1996, after his tour of duty ended, Superintendent A. Antczak instructed the Claimant to attend a meeting. The Organization contended that according to the Agreement, the Claimant was entitled to eight hours of compensation for attending the meeting after he had completed his full regular shift.

On January 13, 1997, the Carrier denied the claim contending that it was not supported by the Agreement. The Carrier argued that the meeting took place because the Claimant agreed to have a meeting with Assistant Terminal Manager A. Antczak to discuss an incident that occurred the previous night.

On January 20, 1997, the Organization appealed the claim contending that the Claimant was ordered to attend the meeting and should be paid. If he had not agreed to

attend, the Organization argues; he would have be charged with insubordination.

On January 31, 1997, the Carrier once again denied the claim contending that the Claimant was paid two hours at the punitive rate for attendance at that meeting. The Organization once again appealed the claim on February 19, 1997, arguing that the Claimant was paid nothing. Furthermore, the Organization points out that even if the Claimant was paid two hours for attendance at the meeting, it still would not have been in accordance with the agreement.

The parties being unable to resolve the issue, this matter came before this Board.

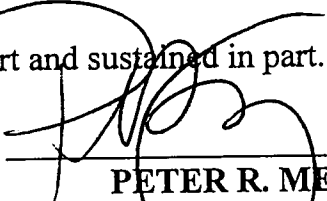
This Board has reviewed the record in this case and we find that the Organization has not met its burden of proof that the Claimant was entitled to eight hours of overtime pay for being held after work to meet with the superintendent in a conference. This Board agrees with the Organization that the Claimant was required to come to the meeting with the superintendent after his regular hours and, therefore, must be paid for his time. Although the Claimant may have agreed to come to that meeting, he still is entitled to be paid. The meeting lasted only a few minutes and although the Carrier did not initially pay him, it subsequently agreed to pay him two hours at time and one-half to compensate him for attending the meeting. We find that to be sufficient pay under the applicable rules.

This Board has reviewed the rules and we find that there is no rule support for the Organization's position that the Claimant should have been paid eight hours when he was held over for a few minutes for a meeting with his superintendent. Since the Carrier has

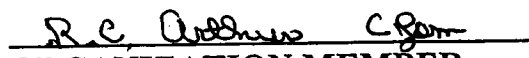
now paid the Claimant two hours at the time and one-half rate to compensate him for attending the meeting, this Board has no choice but to deny the rest of the claim. There is some indication in the record that that two hours was never paid to the Claimant. If that is the case, this Board orders that the two hours at the time and one-half rate should be paid to the Claimant to resolve this matter. Then, the rest of the claim can be denied.

**AWARD:**

Claim denied in part and sustained in part.

  
\_\_\_\_\_  
**PETER R. MEYERS**  
Neutral Member

  
\_\_\_\_\_  
**CARRIER MEMBER**

  
\_\_\_\_\_  
**ORGANIZATION MEMBER**

Dated: August 5, 1999

Dated: August 5, 1999

I dissent in part of award