

Award No. 448

Docket No. 490

2-TC-CM-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 68, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

TENNESSEE CENTRAL RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That J. A. Bonds, a carman's helper, should be paid at the rate of time and one-half for calls to work on Saturdays, March 26, April 9 and April 16, 1938, as provided in fourth paragraph of Rule 4 of agreement between the Tennessee Central Railway Company and their shop crafts, which reads as follows:

" * * * "

Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes work or less.

* * * "

EMPLOYEES' STATEMENT OF FACTS: On Saturday, March 26, 1938, J. A. Bonds, carman's helper, assigned to work on car repair tracks five days a week, Monday through Friday, was called to help T. M. Cross, a tank repairer, make repairs to engine tank 504. He checked in at 9:47 A. M., and out at 2:00 P. M. On Saturday, April 9, 1938, he was called to help Mr. Cross make repairs to engine tank 607. He checked in at 9:35 A. M., and out at 2:02 P. M. On Saturday, April 16, 1938, he was called to help Mr. Cross make repairs to engine tank 335. He checked in at 8:41 A. M., and out at 2:05 P. M.

Mr. Bonds, as usual, claimed time and one-half to which he is entitled for each of these calls, and we call the attention of this Honorable Board to the fact that the calls of March 26 and April 9 were properly and promptly paid as claimed.

On April 22, 1938, Mr. Bonds received the following letter from Mr. T. A. Saunders, master car builder, relative to the call of April 16:

"Nashville—April 22nd, 1938.

J. A. Bonds, Car Repairer Helper.
Shops.

We have your time card dated April 16th, covering your call to work on engine 335—putting in pair of tank wheels—and note that you are claiming time and half for the time worked.

off-day on Saturday, rather than some other day in the week, in order that employes affected might have two consecutive days off, i. e., Saturday and Sunday.

Bonds worked four hours, but claimed six hours on each of the dates, March 26 and April 9; six hours erroneously allowed by the timekeeper, but the error detected and adjustment made shortly thereafter to allow four hours on those dates. Time card of April 16 claimed seven and one-half hours; five hours allowed on the payroll for that period.

Compensation was allowed under the fourth paragraph of Rule 4 of the current agreement, effective October 1, 1922, which is quoted below:

" * * *

Employes called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes work or less.

* * * "

Our rule does not state that an employe called and reporting will do only the work called for, or work of an emergency nature, which is included in the call rule in many shop agreements. Such limitation was omitted from our rule so that an employe called and reporting could perform any work of his craft and be held on duty as long as his services were necessary.

The carrier agreed to this rule as a guarantee rule only. The word "minimum" as used in the rule is understood to mean the least that will be paid and it has been so applied. For example, an employe called and working thirty minutes would be paid four hours straight time. On the other hand, an employe called and working eight hours would be paid eight hours straight time. The fundamental reason for such a rule is obvious. It is simply to guarantee reasonable compensation to a regular employe called to work outside of his assigned hours. If it were intended for this rule to require the payment of time and one-half, it would have been worded to state that time and one-half would be paid for time worked. It does not, however, so state, and such meaning was not contemplated when the agreement was negotiated.

The carrier has perused the awards of your Division in claims for time and one-half for work performed on Saturdays or other relief week days, and found that in such cases the rules of the agreements involved or interpretations thereon, were different from ours, or the circumstances of the claim were not similar to the instant case.

There is no rule in the agreement with our shop employes which requires the payment of time and one-half for work performed on Saturdays.

The carrier, therefore, petitions your Honorable Board to deny the claim of the employes.

FINDINGS: The Second 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 employe 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.

The parties to said dispute waived right of appearance at hearing thereon.

Rule 4 of the current agreement supports the employees' claim.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 29th day of April, 1940.