

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: ( International Brotherhood of Electrical Workers  
( Southern Pacific Transportation Company

Dispute: Claim of Employees:

1. That the Southern Pacific Transportation Company (Texas and Louisiana Lines) failed to properly compensate Radio Equipment Installer H. Olivera, for two (2) separate calls on his rest day, Sunday, December 9, 1979.
2. That, accordingly, the Southern Pacific Transportation Company (Texas and Louisiana Lines) be ordered to pay Radio Equipment Installer H. Olivera for two (2) separate calls for Sunday, December 9, 1979.

Findings:

The Second 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.

Claimant H. Olivera is a Radio Equipment Installer, headquartered at San Antonio, Texas. On Sunday, December 9, 1979, his rest day, Claimant was called at 6:00 p.m. and advised of trouble in the tower radio. Claimant reported as ordered, made the necessary repairs, and returned home at 7:00 p.m. At 7:30 p.m. Claimant was again called and advised of trouble at the base station radio in San Antonio. He reported for work, made the required repairs, and returned home at 11:00 p.m.

Claimant claimed a total of six (6) hours and ten minutes at the overtime rate for service performed on December 9, 1979. He was paid for 5 hours at time and one-half and not for the 6 hours and 10 minutes he requested. Claimant is requesting that the Board award him pay for 1 hour and 10 minutes at the overtime rate.

The Organization relies on Rule 8, paragraph 4, to support its case. Carrier relies on Rule 8, paragraph 1, and a long history of paying similar claims on a continuous basis and not a separate call basis.

"Rule 8

RULE 8. OVERTIME AND CALLS -

For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one hour for any such service performed.

Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight time rates.

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 or less."

The record of this case is barren of any other examples of similar situations that have occurred on this property and there were no cases submitted by either side that addressed the issue before us. This Board is restricted, in situations such as the one presented by the record of this case, to applying the Schedule rules as written to the facts contained in the record. We are prevented from adding to or taking away from the language contained in the Agreement. Given these restrictions, this Board must conclude that the claim in this instance must be sustained.

Rule 8, paragraph 4, clearly states that employees called or required to report to work will be allowed a minimum of 4 hours for 2 hours and forty minutes of work or less. Claimant was called at 6:00 p.m., did the required work, and returned home at 6:45. For this call, he is entitled to 4 hours at the pro rata rate. He was then called a second time. He reported at 7:30 p.m. and returned home at 11:00 p.m. For the work performed on this call, he is entitled to 3½ hours at the time and one-half rate. (He worked more than 2 hours and 40 minutes and thus receives pay for each minute worked.)

The Agreement makes no allowances for combining calls nor did the record contain any facts to support Carrier's statement that it had always combined calls and paid on a continuous basis in past situations like the one here. One must keep in mind that call-in provisions guaranteeing hours of pay have been placed in contracts to assure employees that they will receive a reasonable amount of pay when they are inconvenienced and have to report for work at other than their scheduled time. In the instant case, Claimant was required to report for work twice during a six-hour period. There is no basis in the contract or in labor relations principles to support the contention that he should be paid for only one call.

Form 1  
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Award No. 9154  
Docket No. 9010  
2-SPT-EW-'82

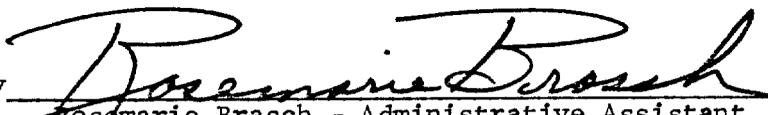
A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: **Acting Executive Secretary**  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 30th day of June, 1982.