

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY OF TEXAS**

DISPUTE: CLAIM OF EMPLOYEES.—That Inspector W. L. McCaskill and Inspector J. A. Clark, employed as car inspectors at Texarkana, be paid at the rate of time and one-half for all time worked in excess of eight hours, per Rules 3 and 4 of agreement.

POSITION OF EMPLOYEES.—

"RULE 3. Overtime.—All overtime continuous with regular bulletined hours will be paid for at rate of time and one-half until relieved except as may be provided in rules hereinafter set out.

"Work performed on Sundays and the following Holidays: viz, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided further when any of the above Holidays fall on Sunday, the day observed by the State, Nation or Proclamation shall be considered the Holiday), shall be paid for at the rate of time and one-half, except that employees assigned by bulletin to work on Sundays or Holidays, or employees called to fill the place of employees so assigned, will be compensated on the same basis as on week days. Sunday and Holiday work will be required only when necessary to the continuous operation of the railroad."

"RULE 4. Overtime Shop Work.—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 (1) hour for any such service performed.

"Employees will not be required to work more than two (2) hours after their regular assignment 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 and not used, will be paid a minimum of four (4) 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 hours forty minutes (2'40') or less and will be required to do emergency work only.

"Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one (1) hour—the advance period to be not more than one (1) hour.

"Except as otherwise provided for in this rule, all overtime beyond sixteen (16) hours actual service in any twenty-four (24) hour period shall be paid for at the rate of double time. (This rule is interpreted to mean that an employee will be paid double time only after sixteen (16) hours actual service in any twenty-four (24) hour period, such sixteen (16) hours of service to be computed from the regular starting time of his shift, exclusive of the meal period taken during the first shift)."

We contend that there is nothing in our agreement that allows or permits working anyone over eight (8) hours without paying time and one-half for same. The agreement does not provide for working extra men, and our contentions are they are all regular employees, who have been laid off or furloughed on account of reduction in force. When called back to work, the agreement covers them and they are entitled to time and one-half for all time worked over eight hours.

mitted to work for more than one man during a twenty-four hour period, without requesting or receiving time and one-half for so doing.

The rules are clear as written and cannot be sufficiently stretched to justify overtime at punitive rates in the case now under consideration. In a case that is not analogous, but in which the principle is the same, this Honorable Board in its Decision No. 24, has already ruled that it is not intended for a carrier to pay time and one-half when relief is furnished for the convenience of the employees, or when overtime is not earned under the rules.

Extra Inspectors McCaskill and Clark were properly compensated under the agreement, and to grant the request of the employees in this case would, in fact, grant them a new rule which is beyond the statutory authority of this Board.

We, therefore, request that the claim be denied.

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 employees 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.

Parties to said dispute were given due notice of hearing thereon.

The overtime rule involved in this dispute does not differentiate between regular assigned employees and extra men.

AWARD

Claim of employees sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 2nd day of October, 1936.