Award No. 1867
Docket No. 1744
2-PULL-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L. (Electrical Workers)

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement Electrician J. B. Fay was improperly compensated for services which he rendered on July 10 and 11, 1953.

2. That accordingly the Carrier be ordered to additionally compensate the aforesaid employe the difference between the compensation he was paid for the hours of 12 midnight July 9 to 9:00 P. M. July 11, 1953, at the appropriate overtime rates.

EMPLOYES' STATEMENT OF FACTS: Electrician J. B. Fay, hereinafter referred to as the claimant, is employed as an electrician at Omaha, Nebraska. His assigned hours were 12:00 midnight to 8:00 A. M.

On July 10, 1953, the claimant worked his regular hours from 12:00 midnight to 8:00 A. M. The carrier then assigned him to ride a special train, leaving Omaha at 10:00 A. M., July 10, 1953. The claimant as a result of this assignment was not relieved from duty until 9:00 P. M. July 11, 1953.

The carrier compensated the claimant for these hours of service as follows:

> "July 10—12:00 midnight to 8:00 A. M.—8 hours at straight time rate.
>
> July 10—10:00 A. M. to 12:00 midnight—14 hours at time and one-half rate.
>
> July 11—12:00 midnight to 8:00 A. M.—8 hours at straight time rate.
>
> July 11—8:00 A. M. to 4:00 P. M.—8 hours at time and one-half rate.
>
> July 11—4:00 P. M. to 9:00 P. M.—5 hours at double time rate."

titled to double time beginning 4:00 P. M., July 10, 1953, instead of 6:00 P. M., is without merit and should 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 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 were given due notice of hearing thereon.

The question here in dispute is whether Rule 34, first paragraph, of the controlling agreement refers to elapsed time (i. e., clock hours), or whether it refers only to time spent in actual service. The paragraph in question reads:

> "All service performed beyond 16 hours, computed from the starting time of the employe's regular shift, shall be paid for at the rate of double time."

According to organization's position, this provision requires payment of double time to an employe for work performed beyond the sixteenth hour following the beginning of said employe's regular shift even though he has worked less than 16 hours since the beginning of his shift, and may indeed have worked only the 8 hours of his regular shift. Carrier contends the quoted clause means only that double time shall be paid for work beyond 16 hours **of service,** computed from the starting time of the employe's regular shift.

There is a long history to the type of clause here in question. Though there is some variation in wording, this type of provision is found in agreements between many carriers and organizations. The carrier interpretation of the clause here cited represents the traditional application given this type of provision. See Decision in Docket 1347, U. S. Railroad Administration. Under that decision, double time was directed to be paid after 16 hours of service, computed from regular starting time of the shift, not after 16 clock hours. Rule 7 of the rules promulgated by the U. S. Railroad Labor Board (Addendum No. 6 to Decision 222) also provided for double time "**beyond sixteen hours' service** in any twenty-four hour period" (emphasis supplied).

In connection with a proceeding involving the subject carrier and the carmen, and culminating in Award 1671, the present petitioner gave the interpretation just described to a clause identical to the provision involved in this controversy. Organization bases its present and different position largely upon a passage in the Findings of that Award wherein it was stated that the literal meaning of the rule called for payment of double time beyond 16 clock hours, computed from the beginning of the starting time of the employe's regular shift.

But applied to the agreement controlling in the present matter such an interpretation is inconsistent with other agreement rules. Thus Rule 31 provides for overtime payment "for **service performed** outside of regular bulletined hours" (emphasis supplied). Rule 33 provides for payment at time and one-half for not less than two hours and forty minutes for an employe called back to duty outside of his regular bulletined hours. Under the organization's interpretation of Rule 34, however, Rule 33 would be revised to require double time pay if an employe is called back to work beyond the sixteenth hour following the starting time of his regular shift. But it is well established that a contract shall be considered in its entirety to the end that its several provisions are interpreted in a manner not inconsistent with each other.

In our judgment, the history of the type of provision here in question, and the present Rule 34 considered in conjunction with related provisions of the Agreement, require the finding that an employe is entitled to be paid at the double time rate only for work performed beyond 16 hours of service, computed from the starting time of his regular shift. It follows that claimant should have been paid at the double time rate beginning as of 6:00 P. M. on July 10, 1953, or a total of 27 hours at double time for the period in question.

AWARD

Claimant shall be compensated in accordance with above finding.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 14th day of January, 1955.