

Award No. 14529
Docket No. SG-14421

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bernard E. Perelson, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) The Carrier violated the Agreement of July 1, 1950, as amended, Rule 18(c) and any other applicable rules, when double time for two and one-third (2-1/3) hours made on August 8, 1962, by J. D. Colquitt, Signal Maintainer, and E. E. Murdock, Assistant Signal Maintainer, at Payne, Georgia, was changed to time and one-half rate of pay.

(b) J. D. Colquitt and E. E. Murdock be paid the difference between the double time rates made on August 8, 1962, and the time and one-half rate which they were paid. (Carrier's File: SIG 472; Cy SIG-D.F.; Cy Sig 430)

EMPLOYES' STATEMENT OF FACTS: This dispute involves the question of whether double time or time and one-half is the appropriate rate of pay for overtime in a given situation. The question turns on when the twenty-four hour period specified in the applicable rule begins. The Carrier contends that the 24 hour period begins with the regular starting time of the employe involved, but only on his work day, for he has no regular starting time on a rest day. The Employes do not agree with either of these views. We contend that the 24 hour period actually begins at the time the employe is called to perform service or at the time he reports for work when notified or is regularly scheduled to begin. This means that the 24 hour period may begin at any time in a day and that it is not limited to some arbitrary figure such as the employe's regular starting time. Furthermore, whether the 24 hour period involves a rest day or work day is of no concern.

The circumstances in the instant claim are that a Signal Maintainer, Mr. J. D. Colquitt, and his Assistant Signal Maintainer, Mr. E. E. Murdock, were called at 2:40 A.M. on August 8, 1962, to perform service and repairs to communications lines damaged during a storm. They worked continuously on this emergency until they were released at 4:30 P.M. which was their regular quitting time. At 8:00 P.M., the same date, they were again called and worked until 1:00 A.M. on August 9, 1962.

respondence are attached hereto marked Carrier's Exhibits 1 through 12. The Petitioners failed in all handlings on the property to cite a rule, interpretation or practice which gives them what they are here demanding. Not knowing of any rule, interpretation or historical practice that has been violated in any manner whatsoever, the Carrier has denied this baseless claim at each and every stage of handling. The claim has no semblance of merit.

The rules and working conditions agreement between the parties is effective July 1, 1950, as amended. Copies are on file with the Board, and the agreement, as amended, by reference is hereby made a part of this dispute as though reproduced herein word for word.

(Exhibits not rerproduced.)

OPINION OF BOARD: Claimant Colquitt is a Signal Maintainer and Claimant Murdock an Assistant Signal Maintainer. Both are regularly assigned employes, working from 8:00 A. M. to 4:30 P. M., with a 30 minute lunch period. Mondays through Friday. At 2:40 A. M. on August 8, 1962, they were called by the Carrier to perform services and repairs to communication lines that were damaged during a storm. They both worked continuously from 2:40 A. M. until they were released at 4:30 P. M. which was their regular quitting time. At 8:00 P. M. of the same day, i.e., August 8, 1962, they were again called and worked until 1:00 A. M. of the morning of August 9, 1962. Each Claimant submitted a claim for 8 hours at straight time; 8 hours at time and one-half and 2 and one-third hours at double time. Carrier did not pay the claims as presented but did pay the respective Claimants as follows:

For the period from 2:40 A. M. to 8:00 A. M. at time and one-half

For the period from 8:00 A. M. to 4:30 P. M. at straight time

For the period from 8:00 P. M. to 1:00 A. M. time and one-half

Claim is now made on behalf of both Claimants that they be paid at the rate of double time for a period of 2 hours and 20 minutes in accordance with and pursuant to the terms of the Agreement between the parties and more particularly pursuant to Rule 18(c) of the Agreement.

Rule 18 reads as follows:

"RULE 18.

The rates named in Rule 49(b) are for an eight hour day. All service performed outside of regularly established working period shall be overtime and paid for as follows:

(a) Overtime hours following and continuous with the regular working period shall be computed on actual minute basis and paid for at time and one-half until double time rate accrues under Section (c).

(b) Employes notified or called to perform service outside of regular working hours or prior to and continuous into their regular starting time, will be paid a minimum allowance of two hours and 40 minutes at time and one-half rate. If held on duty more than two hours and 40 minutes outside of regular working hours, they shall be paid on a minute basis at time and one-half or double

time rate, as the case may be. The time of employes notified in advance will begin at the time required to report and end when released at designated point at home station. The time of employes called will begin at the time called and end at the time they return to designated point at home station.

(c) After 16 hours of actual service in any 24 hour period, all subsequent service within that period shall be paid for at double time rate until relieved. An employe on double time at the start of his regularly assigned shift may, if possible, be released from the emergency which required his service or other emergency service which developed after he was called. When so released, he shall work his regular shift at straight time rate. When not so released from emergency service he shall continue on the double time rate until relieved from duty."

What is in dispute is the interpretation and effect of Rule 18.

The Brotherhood contends that the Claimants are entitled to 2 hours and 20 minutes at double time because the Claimants having worked 18 hours and 20 minutes in all, the last 2 hours and 20 minutes were hours in excess of 16 hours of service in ANY 24 hour period. (Emphasis ours.)

The Carrier disputes this contention of the Brotherhood and contends that it properly compensated the Claimants in accordance with its interpretation of the rule.

An agreement must be construed as a whole, and the intention of the parties is to be collected from the entire agreement, and it is also necessary that we consider all of its parts in order to determine the meaning of any particular part of the agreement. The words or language of the agreement will be given their ordinary and popularly accepted meaning, in the absence of anything to show that they were used in a different sense. They may be given a peculiar meaning when such intent of the parties is shown by the context in which they occur.

The question to be determined is when does the 24 hour period mentioned in Rule 18(c) begin. This question is answered by the provisions of Rule 18(b), where we find the following language:

"... The time of employes notified in advance will begin **AT THE TIME REQUIRED TO REPORT** and end when released at designated point at home station. The time of employes called **WILL BEGIN AT THE TIME CALLED** and end at the time they return to designated point at home station." (Emphasis ours.)

We hold, therefore, based on the language of Rule 18(b) as herein above set forth, that the 24 hour period began at the hour of 2:40 A. M. of August 9, 1962.

Under the provisions of (c) of Rule 18, the employes were entitled to be paid at double time for all subsequent services performed "After 16 hours of actual service in any 24 hour period . . .".

It is not denied that the Claimants in this dispute performed services for a period of 18 and one-third hours, commencing with the hour of 2:40 A. M.

of August 8, 1962, when they were called and ending at the hour of 1:00 A. M. of August 9, 1962, when they were relieved.

Based on the provisions of (b) and (c) of Rule 18, we hold that the Claimants performed services for a period of two and one-third hours at double time rate and that they are entitled to be paid the difference between the double time rate and the time and one-half rate which they were paid.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1966.