Award No. 18585

Docket No. SG-18945

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

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PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE ILLINOIS CENTRAL RAILROAD COMPANY

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

Signal Maintainer H. R. Crowell be paid a minimum call of 2 hours and 40 minutes at time and one-half rate, as provided by Rule 212 (a) because at 12:30 P. M. December 15, 1968, he was called for service but not used. [Carrier's File: 135-193-161-Case No. 240 Sig.]

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the present parties bearing an effective date of August 1, 1958, which is by reference made a part of the record in this dispute. Rule 212 of that Agreement provides in pertinent part:

"(a) Except as provided in paragraph (b) of this rule, 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 forty minutes at the overtime rate. If held on duty more than two hours and forty 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.

(g) The time of an employe notified in advance will begin at the time required to report. The time of an employe called will begin at the time called. The time of an employe notified or called will end at the time when released at designated point at home station except that not over one hour will be allowed between the time called and the time of reporting for duty at the designated point."

On Sunday, December 15, 1968, the Carrier called Mr. Crowell for the purpose of correcting signal trouble between Saline and Reevesville, Illinois, and then called back twenty minutes later, after Mr. Crowell had changed his clothing and was about to leave his home, and told him to "forget it."

As evidenced by Brotherhood's Exhibits Nos. 1 through 10, the Carrier declined payment to Mr. Crowell for a minimum call on this occasion, and a

claim was therefor filed and handled on the property in the usual manner, up to and including conference with the highest officer of the Carrier designated to handle such disputes, without settlement.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** In the early afternoon on December 15, 1968, Signal Maintainer H. R. Crowell received a telephone call from the Benton Operator. The operator asked Mr. Crowell if he would come to work for the purpose of correcting signal trouble between Saline, Illinois and Reevesville, Illinois. Mr. Crowell consented.

Twenty minutes later, at about 12:50 P. M., the operator called back and informed Mr. Crowell that the problem was taken care of and he need not report. Mr. Crowell did not leave his home.

The union filed claim for a two hour and 40 minute minimum call because of the activity described above, arguing that the rule entitles an employe to pay if he answers his telephone.

The company contends that the rule requires that the employe do more than answer his telephone to qualify for pay. The employe must also report for work.

The issue, then, is whether the rule provides that an employe will receive a minimum of two hours and forty minutes at the overtime rate (about fifteen dollars) for merely answering his telephone on his rest day.

The company will show:

1) An employe must report to work in order to be entitled to compensation.

2) The principles of contract construction provide that, when there are two possible interpretations to a rule, one which will lead to absurd results, the more reasonable interpretation should be adopted.

The correspondence is attached as Company's Exhibit A.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The facts are clear. On Sunday, December 15, 1968, at about 12:30 P. M., Carrier called Claimant by telephone for the purpose of correcting signal trouble between Saline, Illinois and Reevesville, Illinois. About twenty minutes later he was notified that the problem was taken care of and he need not report. The Petitioner contended on the property that Claimant had changed his clothing and was about ready to leave his home when he was notified that his services were not needed. The Carrier denied the claim for a minimum call on the basis that Claimant performed no service for the Company and contends that for Claimant to be entitled to a call payment it was necessary for him to report on its property.

Paragraphs (a) and (g) of Rule 212 read:

"(a) Except as provided in paragraph (b) of this rule, 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 forty minutes at the overtime rate. If held on duty more than two hours and forty 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."

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Paragraph (g) provides specifically that "The time of an employe called will begin at the time called." There is no dispute that Claimant herein was "called" at about 12:30 P. M., and he accepted the call. Under the clear provisions of the rule his time began then and ended when the call was cancelled some twenty minutes later. For this time, the Claimant was entitled to the minimum payment of two hours and forty minutes. If Claimant had refused to accept the call, then there would have been a different situation, but here he was called, accepted the call, and was preparing himself to report when the call was cancelled.

**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 Employes involved in this dispute are respectively Carrier and Employes 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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1971.

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