

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20649
Docket Number SG-20549

Francis X. Quinn, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(**Chicago**, Milwaukee, St. Paul and Pacific
(Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
of Railroad Signalmen on the Chicago, Milwaukee,
St. Paul and Pacific Railroad Company:

On behalf of Signal Maintainers A. F. Booth and H. F. Miller
for the difference between time and one-half and double time pay on
August 5, 1972 as follows:

Booth: 3:00 A.M. to **12:00** Noon, and

Miller: 8:00 A.M. to 12:00 Noon. /Carrier's File: **F-10827**

OPINION OF BOARD: At the heart of this dispute is Article V of the
Mediation Agreement of November 16, 1971. **The**
words used in Article V are to be taken in the ordinary and popular
sense, unless from the context it appears to have been the inten-
tion of the parties that they should be understood in a different
sense.

Article V provides for double time after 16 hours' con-
tinuous service in any 24 hour period computed from the starting
time of the **employee's** regular shift. **This** simply means that in com-
puting double time for work in excess of 16 continuous hours of ser-
vice, the starting time of an **employee's** regular shift constitutes the
starting point of the 24 hour period.

The record indicates that Claimant A. F. Booth was de-
serving of double time pay on August 5, 1972 from 3 A.M. to 12 Noon.
His claim will be sustained. Accordingly Claimant H. F. Miller did
not **fulfill** the requirements of a 24 hour period. Therefore his
claim is denied.

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 dis-
pute are respectively Carrier and Employees within the meaning of
the Railway Labor Act, as approved June 21, 1934;

Award Number 20649
Docket Number SG-20549

Page 2

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

That the Agreement was violated to the extent shown in Opinion.

A W A R D

Claim sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 21st day of March 1975.