

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21693
Docket Number SG-21637

Robert W. Smedley, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Pacific Transportation Company
((Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the Southern Pacific
Transportation Company (Pacific Lines):

(a) The Southern Pacific Transportation Company (Pacific Lines) violated the agreement between the Carrier and its employees in the Signal Department represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973, particularly rules 16 and 18 which resulted in violation of Rule 72.

(b) Mr. L. H. Carmichael be allowed compensation for one (1) hour and forty (40) minutes at his double time rate in addition to the one (1) hour at double time rate previously allowed for a call on October 30, 1974.

/Carrier's file: SIG 125-130/

OPINION OF BOARD: The parties to this dispute are not in disagreement that the time which Claimant had been worked brought him under the double-time provisions of Rule 16 when his further work time is "computed on the actual minute basis." The only question present is whether the minimum allowance provisions of Rule 18 also apply, and at what rate.

The Petitioner contends that Rule 16, which reads:

"RULE 16. Overtime.

Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate, the regularly assigned eight (8) hour work period to be paid at straight time rate.

Time worked after sixteen (16) hours of continuous service shall be computed on the actual minute basis and paid for at the double time rate until employe is released

"for eight (8) consecutive hours time off duty. For purposes of computing sixteen (16) hours of continuous service, as referred to herein, actual time worked shall be counted from time on duty until relieved for eight (8) consecutive hours time off duty.

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combined with the first paragraph of Rule 18, which reads:

"RULE 18. Calls.

Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours, shall be paid a minimum allowance of two (2) hours and forty (40) minutes at the time and one-half rate; if held longer than two (2) hours and forty (40) minutes, they shall be paid at the applicable overtime rate on the actual minute basis.

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guarantees employees a minimum call payment of two hours and forty minutes at double-time rate after an employee has completed sixteen hours continuous service.

The Carrier on the other hand contends that the second paragraph of Rule 16 is alone controlling here and that the one hour's pay at double-time rate, which it paid Claimant, meets the requirements of the Agreement.

A research of the current and earlier Agreements between the present parties indicates that the double-time provisions of the current Rule 16 came into effect in 1963; prior thereto all overtime was worked at time and one-half rate on a minutes-worked basis except as provided for calls in the current Rule 18. When the parties added the double-time provisions to the prior overtime rule, they made no change in the Call Rule. We are now required to apply these rules as they stand and within generally accepted standards for contract interpretation.

We must conclude that the addition of double-time provisions for computation "on the actual minute basis" did not supersede the provisions of Rule 18. In this regard it must be noted that the first paragraph of Rule 16 also contains a provision for computing time and one-half "on actual minute basis," and it is not suggested that such language

in that place supersedes Rule 18. It is, instead, acknowledged that Rule 18 supersedes and thereby constitutes an exception to Rule 16 where time and one-half pay is of concern. In this regard we find no distinction between the paragraphs of Rule 16.

We find further support for this conclusion in a Letter Agreement of August 23, 1973, where the parties specifically said "In those cases where an employe is called for service outside of and not continuous with his regular assigned work period, provisions of Rule 18 are to be applied:". In their examples the parties have shown how calls falling under the first paragraph of Rule 16 and Rule 18 are to be treated, and they have shown in their final example how a call of three (3) hours under the second paragraph of Rule 16 is to be treated. There is no example governing a call of one hour during a double-time period.

Hence, we hold that Claimant was subject to the double-time provisions of Agreement Rule 16, except that he must be paid a minimum allowance of two hours and forty minutes at his time and one-half rate, per Rule 18.

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.

A W A R D

Claim sustained per Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of August 1977.