Award No. 2282

Docket No. 2065

2-IGN-MA-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 14, RAILWAY EMPLOYES' DEPARTMENT, A. F. of L. (Machinists)

INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement the International-Great Northern Railroad Company arbitrarily denied Machinists Earl Emley, E. C. Lyons, E. R. Clayborne, J. A. Bloomingdale, W. V. Bloomingdale and Machinist Helpers C. C. Garza and F. Valdez the right to work their regularly assigned work week of forty hours consisting of five days of eight hours each in the amount of 8 hours on Saturday, December 25th, 1954.

2. That under the current agreement the International-Great Northern Railroad Company arbitrarily denied Machinist J. F. Schwarsenback and Machinist Helper H. E. Parker the right to work their regularly assigned work week of forty hours consisting of five days of eight hours each in the amount of 8 hours on Saturday, January 1st, 1955.

3. That the Carrier be ordered to make these said employes whole by additionally compensating them in the amount of 8 hours at the time and one-half rate on the aforesaid dates and for each subsequent holiday on which they have been arbitrarily denied the right to work.

EMPLOYES' STATEMENT OF FACTS: The International-Great Northern Railroad Company, hereinafter called the carrier, made the election at San Antonio, Texas to create seven-day positions—a work week of 40 hours consisting of 5 days of 8 hours each, with 2 consecutive days off in each 7 staggered within said 7 days, and thereupon regularly assigned thereto the above named machinists and machinist helpers, hereinafter referred to as the claimants, which is affirmed by the attached copies of memoranda identified as Exhibit 1 and Exhibit 2.

As your Board well knows, there is a cardinal rule of interpretation of contracts that where an agreement or contract is susceptible of two meanings, one of which would lead to a sensible result and the other to an absurd one, the former will be adopted. Obviously, in the case under consideration, to give the agreement the meaning here contended for by the employes would lead to an absurd conclusion; that is, that the carrier does not have the option of determining what positions, if any, will work on holidays.

In other words, all the provisions of an agreement should be considered together, and the interpretation which leads to a sensible result should be adhered to, rather than an interpretation which leads to an absurd result. Certainly the carrier's contention here is sensible when viewed in the light of the holiday rule, the testimony of the employes before Emergency Board No. 106, as well as the provisions of the national agreement of August 21, 1954. On the other hand, the employes' interpretation as here taken clearly leads to an absurd result.

In light of the foregoing record, which definitely and completely confirms and supports carrier's position, the contentions of employes should be unqualifiedly dismissed and the accompanying claims accordingly 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 claim in this case is that certain machinists and machinist helpers, named in the claim, were improperly denied the right to work on December 25, 1954 and January 1, 1955. The organization demands that the carrier compensate the claimants for their loss.

The record shows that claimants, except as hereafter shown, were assigned a five (5) day work week on seven (7) day positions. The two (2) holidays above noted fell on one of their assigned workdays. They were not used and the organization contends this was a violation.

The claimant, C. C. Garza, was assigned Monday through Friday. He was not assigned to work the two (2) holidays. He has no valid claim. The carrier points out that Claimant H. E. Parker was a sheet metal worker who was off in force reduction on the days covered by the claim. The organization points out in its rebuttal that E. E. Parker, and not H E. Parker, is the real claimant. We shall treat the claim as including E. E. Parker as a claimant.

Claimants were not worked on their holidays but were paid for eight (8) hours' service at the straight time rate. Under the rules of the applicable agreement the carrier fully complied with its agreement obligations unless the note to Rule 11, current agreement, requires that employes assigned to seven (7) day service be worked on holidays falling on a day of their assigned work week. See Awards 2070, 2097, 2169.

The note to Rule 11, current agreement, provides in part:

> "The regularly assigned seven-day-week positions, and employes assigned to such positions, will work the holidays. * * *."

The meaning of the note is clear. In plain language it means that holidays will be worked on regular assigned seven (7) day positions and that the regular assigned employes to such positions will do the work on such holidays.

Carrier contends that the note merely provides that when it was necessary to work a position needed in a seven (7) day operation on a holiday the employe regularly assigned to such position would work. We submit that if this had been the only purpose of the rule, the rule would serve no purpose at all. This for the reason that the Forty-Hour Week Committee in its Decision No. 2 expressly provided that:

> "Where work is required to be performed on a holiday which is not a part of any assignment the regular employe shall be used."

But, in addition to the foregoing, the note clearly indicates that holidays on regularly assigned seven (7) day positions are to be worked. The note takes the dispute from under the general rule and requires a sustaining of the claim.

AWARD

Claim sustained except as to the claimant, C. C. Garza.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of October, 1956.

CONCURRING OPINION TO AWARD NO 2282

The Labor Members concur with the majority's conclusion that the August 21, 1954 agreement providing for Holiday pay did not change the provisions of the schedule agreement governing the right of employes to work the Holidays that fall within their weekly assignments, but do not agree with the majority's implication that the only reason that this is so is because the note to Rule 11 takes the dispute from under the general rule. The majority states that "Under the rules of the applicable agreement the carrier fully complied with its agreement obligations unless the note to Rule 11, current agreement, requires that employes assigned to seven (7) day service be worked on holidays falling on a day of their assigned work week. See Awards 2070, 2097, 2169." Award 2169 is not based on similar facts and we therefore see no cause to discuss it. Awards 2070 and 2097 are erroneous for the reason that the majority ignored the fact that insofar as the subject matter of the dispute was concerned the August 21, 1954 agreement only altered the existing agreement to the extent of providing for paid Holidays.

Edward W. Wiesner
R. W. Blake
C. E. Goodlin
T. E. Losey
George Wright