

Award No. 4192
Docket No. 3826
2-GN-CM-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Charles W. Anrod when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. (a) That under the current agreement on July 29, 1959, assigned hours of train yard employees at Hillyard, Washington, were improperly changed.

(b) Further, that assigned hours of repair track forces are improper.

2. That Carrier be ordered to establish uniform commencing and quitting time for all car department train yard, running repair and inspection forces.

EMPLOYEES' STATEMENT OF FACTS: At Hillyard, Washington, the carrier maintains a force of carmen assigned to train yard, running repair and inspection forces, all on one seniority roster. Prior to July 29, 1959, the hours assigned to such service were as follows:

"Train Yard	Repair Track
1st shift 7 A. M. to 3 P. M.	1st shift 7 A. M. to 12 N
2nd shift 3 P. M. to 11 P. M.	12:30 P. M. to 3:30 P. M.
3rd shift 11 P. M. to 7 A. M.	2nd shift 3:30 P. M. to 11:30 P. M."

On July 29, 1959, carrier over the signature of the car foreman, posted a notice changing the hours of train yard employees as follows:

"Train Yard — 1st shift 8 A. M. to 4 P. M.

2nd shift 4 P. M. to 12 M

3rd shift 12 M to 8 A. M."

shift car shop operation starts at 7:30 A. M. while the first shift of the three-shift train yard inspector operation starts at 8:00 A. M. At Vancouver the one-shift repair track operation starts at 8:00 A. M. while the three-shift train yard inspector operation starts its first shift at 7:00 A. M.

In the light of the foregoing it is clear that the contention of the Organization is without merit and must be denied. However, should this Board decide to the contrary, it should refuse to sustain that portion of the organization's claim which requests that the Board order carrier to establish uniform commencement and quitting times for the car department forces at Hillyard. It is a well established principle that the jurisdiction of the National Railroad Adjustment Board is limited to interpretation of the application of agreements and that it has no authority to direct the carrier as to how it shall conduct its operations in the future.

**THE CLAIM OF THE ORGANIZATION, THEREFORE, IS
WITHOUT MERIT FOR THE FOLLOWING REASONS:**

1. Paragraph 1(b) of the organization's claim must be dismissed because it was never handled in the usual manner on the property as required by the Railway Labor Act and Circular No. 1 of the Second Division of the National Railroad Adjustment Board.

2. Rule 15(a) of the agreement only requires a uniform commencing and quitting time for all employes on each shift at each point in the car department at Hillyard. It does not require all points in the car department to have the same starting and quitting time.

3. The organization's general chairman admitted in writing on two occasions in connection with this dispute that different starting and quitting times were proper for the train yard forces and repair track forces if a separate force was bulletined for each point, which in fact is the case at those points in the Hillyard Car Department.

4. Rule 15(a) cannot logically be interpreted to require both uniform commencing and quitting times for a combination of a two-shift operation and a three-shift operation without nullifying the provisions of Rules 13 and 14.

5. There is no requirement in any rule of the agreement that all forces on one seniority roster be considered as one point under Rule 15(a) with respect to uniform commencing and quitting times.

6. It has been the past practice at many points on the carrier's system for train yard inspector operations to have different starting times from repair track forces even though they are all on the same seniority roster and at the same terminal.

7. Even if the organization's interpretation of Rule 15(a) is upheld, it is beyond the jurisdiction of the National Railroad Adjustment Board to order the carrier to establish uniform commencement and quitting times for the future as demanded by the organization in this case.

For the foregoing reasons, the carrier respectfully requests that the claims of the employes be 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.

Parties to said dispute were given due notice of hearing thereon.

The Carrier maintains various car department facilities at its Hillyard Shop and Yard, Spokane, Washington. The car forces at Hillyard who are here involved consist of four major groups: car shop forces, repair track forces, commodity inspectors, and train yard inspectors. All of them are consolidated into one seniority roster. Prior to August 3, 1959, the starting time of the work day of all four groups was 7:00 A. M. On that day, the starting times of the three shifts of the train yard inspectors were advanced one hour so that the respective shifts started at 8:00 A. M., 4:00 P. M., and 12:00 Midnight. The scheduled hours of the four groups have since been as follows:

(a) **Car Shop Forces:** This is a one-shift operation with scheduled working hours from 7:00 A. M. to 3:30 P. M.

(b) **Repair Track Forces:** This is a two-shift operation with scheduled working hours from 7:00 A. M. to 3:30 P. M. and from 3:30 P. M. to 11:30 P. M., respectively.

(c) **Commodity Inspectors:** This is a one-shift operation with scheduled working hours from 7:00 A. M. to 3:30 P. M.

(d) **Train Yard Inspectors:** This is a three-shift operation with scheduled working hours from 8:00 A. M. to 4:00 P. M., 4:00 P. M. to 12:00 Midnight, and 12:00 Midnight to 8:00 A. M., respectively.

The Organization objected to the change in the scheduled working hours of the train yard inspectors on the ground that the applicable labor agreement requires the Carrier to schedule uniform starting and quitting times for all employes of the four groups on each shift. It filed the instant grievance in which it contended that the scheduled working hours of the train yard inspectors were improperly changed and that those of the repair track yard forces were also improper. It requested that the Carrier be ordered to establish uniform commencing and quitting times for all car department train yard, repair, and inspection forces. The Carrier denied the grievance.

1. It has long been recognized that a labor agreement must be construed as a whole. Single words, sentences or sections cannot be isolated from the context in which they appear and interpreted literally and independently with disregard for the manifest intent and understanding of the parties as evidenced by the entire agreement. The meaning of each sentence or section must thus be determined by reading all pertinent sentences or sections together and coordinating them in order to accomplish their evident aim and intent. See: Award 4130 of the Second Division and references cited therein. Moreover, the law of labor relations is well settled that an interpretation of a labor agreement which gives reasonable effect to the entire instrument will generally prevail over an interpretation which leaves a part of such instrument of no effect. See: Clarence M. Updegraff and Whitley P. McCoy, *Arbitration of Labor Disputes*, 2d. Ed., Washington, D. C., BNA Incorporated, 1961, p. 225; see also: Award 1628 of the Second Division.

Applying the above principles to this case, we have reached the following conclusions:

The labor agreement contains detailed provisions regarding the starting times and meal periods of one-shift, two-shift, and three-shift operations, respectively. Rule 12 provides that at shops where only one shift is employed, the starting time shall not be earlier than 7:00 A. M. nor later than 8:00 A. M. No provision is made for a paid meal period on company time. Rule 13 prescribes that, when two shifts are employed, the starting time of the first shift shall not be earlier than 7:00 A. M. nor later than 8:00 A. M. and the starting time of the second shift shall be in accordance with the requirements of the service but not earlier than the close of the first shift nor later than 10:00 P. M. The Rule also prescribes a paid meal period of 20 minutes within the spread of 8 consecutive hours for the second but not for the first shift. Rule 14 requires in the case of three shifts that the starting time of the first shift shall be not earlier than 7:00 A. M. nor later than 8:00 A. M. The second shift must start not earlier than 3:00 P. M. nor later than 4:00 P. M., and the third shift must start not earlier than 11:00 P. M. nor later than 12:00 Midnight. Each shift is entitled to a paid meal period of 20 minutes within the spread of 8 continuous hours.

In the instances where the above Rules do not provide for a paid meal period on company time, Rule 15 (b) permits an assigned lunch period of not less than 30 nor more than 60 minutes. Finally, Rule 15 (a) reads as far as pertinent, as follows:

"The time established for commencing and quitting work for all employes on each shift in either the Car or Locomotive Departments, considered separately, shall . . . be the same at the respective points . . ."

In support of the instant grievance, the Organization mainly relies on Rule 15(a). The flaw in the Organization's argument is that it reads the Rule in isolation without regard to Rules 12, 13 and 14. However, Rule 15(a) can properly be understood and interpreted only if it is read together and coordinated with the other Rules because all four rules deal with the starting times of the various shifts. Rules 12, 13 and 14 are specific Rules covering the actual starting times of the various shifts, whereas Rule 15(a) is a general Rule requiring that the commencing time for all employes on each shift in the Car or Locomotive Departments shall be the same at the "respective points." The basic disagreement of the parties which caused the instant grievance centers around the meaning of the term "respective points." The Organization argues that said term refers to "the point of Hillyard." Contrary thereto, the Carrier asserts that the term refers to each of the four major groups in the Car Department at Hillyard. The term is not defined in the labor agreement. The mere fact that all employes concerned are on one seniority roster is not determinative of its meaning. See: Awards 1320 and 1361 of the Second Division. Because the term is lacking in precision, plausible contentions can be made for different interpretations. It is, therefore, subject to a reasonable construction which will, as far as feasible, give effect to all Rules here involved and which also takes into account the meaning which the parties themselves have given it in the past.

As pointed out hereinbefore, Rules 12, 13, and 14 of the labor agreement provide for a paid meal period within the spread of 8 consecutive hours in some instances and for an assigned meal period without the spread of 8 con-

secutive hours in other instances. As a result, different starting and quitting times of the various shifts are bound to occur. This is demonstrated by the following examples in which an assigned meal period of 30 minutes has been projected in accordance with Rule 15 (b):

One-Shift Operation	Two-Shift Operation	Three-Shift Operation
1st Shift 7:00 A.M.-3:30 P.M.	7:00 A.M.- 3:30 P.M.	7:00 A.M.- 3:00 P.M.
2nd Shift	3:30 P.M.-11:30 P.M.	3:00 P.M.-11:00 P.M.
3rd Shift		11:00 P.M.- 7:00 A.M.

The above examples show that the Organization's request for uniform starting and quitting times for all employees at "the point of Hillyard" which is based on its interpretation of Rule 15 (a) is incompatible with Rules 12, 13, 14, and 15 (b) and would partly render the latter Rules ineffective. On the other hand, the Carrier's interpretation of Rule 15 (a) gives meaning and effect to all Rules under consideration. As a result, the Carrier's interpretation must prevail because we cannot assume that the parties wrote specific provisions into the labor agreement intended to have no effect. Moreover, the available evidence undisputably reveals that different starting and quitting times for certain groups of employees in other car departments of the Carrier (Sioux City, Superior, Fargo, Great Falls, and Vancouver) have been in effect for a long period of time without any objection on the part of the Organization. Thus, the construction placed upon Rule 15 (a) by the parties to the labor agreement at several other locations in the past strongly supports our conclusions in this case.

Accordingly, we hold that the Carrier did not violate Rule 15 (a) when it changed the starting times of the respective shifts on the three-shift operation under consideration. We also hold that the hours of work of the repair track forces as assigned by the Carrier are not violative of Rule 15 (a) or any other provision of the labor agreement.

2. Since we have denied the instant grievance on its merits, it becomes unnecessary to rule on the Carrier's procedural and jurisdictional objections, and we express no opinion on the validity thereof.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of May, 1963.

DISSENT OF LABOR MEMBERS TO AWARD 4192

The majority concedes that prior to August 3, 1959 the commencing time of the three shifts of train yard inspectors was 7 A. M., 3 P. M., and 11 P. M. This was in conformity with Rule 14 of the controlling agreement which was negotiated by the parties to the instant dispute.

The obiter dicta in the findings, being unrelated to the matter at issue, will not be commented upon. The issue concerns the fact that without mutual agreement between the carrier and the organization the carrier arbitrarily changed the starting time which had been duly agreed to and established under the terms of the governing agreement. It is ridiculous to state, as does the majority, that the carrier's interpretation of Rule 15(a) gives meaning and effect to all rules under consideration. Rule 96 prescribes that "No interpretation shall be placed upon these rules unless agreed to by Management and General Committee." If mutual agreement is not reached then under Section 6 of the Railway Labor Act "Carriers and representatives of the employes shall give at least thirty days' written notice of an intended change."

C. E. Bagwell

T. E. Losey

E. J. McDermott

R. E. Stenzinger

James B. Zink