

**Form 1      NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

**Award No. 33857**  
**Docket No. SG-34212**  
**99-3-97-3-775**

**The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.**

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(Union Pacific Railroad Company

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago & North Western Transportation Co. (CNW):**

**Claim on behalf of D. C. Gordon for payment of one hour at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rule 15(b), when the Claimant was instructed to report for work outside of his regular hours, but was not paid for the hour preceding the time he was required to report for work on July 16, 1996. Carrier's File No. 1026468. General Chairman's File No. S-AV-275. BRS File Case No. 10350-CNW"**

## **FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

**The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.**

Prior to the end of his assignment on July 15, 1996 Claimant was given notice that the following day he would be required to report to another site in order to attend a training session. The next day Claimant drove to that site which required approximately one hour of travel. Carrier paid the Claimant one hour at straight time for that travel, citing Rule 11 which requires straight time payment when employees are required to take “. . . Book of Rules . . . similar examinations or re-examinations, . . . or instructions . . . where the employee is required to travel outside of working hours . . . .” The Organization on the other hand argues that Rule 15(b), requires two hours compensation at time and one-half when “. . . (e)mloyees (are) notified prior to completion of their assignment to report for work outside of regular working hours . . . .”

In reviewing the facts of this case against the two competing clauses cited by the parties one could conclude that to some extent they are both correct. That is, the Organization is correct that the Claimant was given notice before the end of his assignment on July 15, 1996 that he would be required to “work” outside of regular working hours. On the other hand, the Carrier is correct when it asserts that the Claimant was required to travel outside of working hours for instruction. Thus, since parties to a collective bargaining agreement are not ordinarily deemed to agree to clauses which contradict one another, it is the obligation of the Board to attempt to reconcile the apparent conflict.

In doing so we adopt the construction urged by the Carrier. First, it is apparent that Rule 11 is more specific than Rule 15(b) for it refers to travel for the purpose of instruction while Rule 15(b) simply refers to “work” outside of regular hours of assignment. Second, if we adopt the construction urged by the Organization, Rule 11 would become a nullity every time an employee was given notice before the end of his or her regular assignment that travel outside of regular work hours would be required for instruction. In keeping with the arbitral doctrine that parties to a collective bargaining agreement are not deemed to negotiate surplus or meaningless language, we deny the claim.

### AWARD

Claim denied.

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**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**By Order of Third Division**

**Dated at Chicago, Illinois, this 21st day of December 1999.**