

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

In behalf of T. C. Jones, W. H. Allen, V. R. Stansberry, B. G. Cameron, L. E. Henning, G. P. Burchet, and C. W. Vaughn, Jr., who are assigned to Signal Gang No. 17, for one hour's pay each at their respective overtime rate of pay on account of not being afforded their full meal period on March 25, 1959, as provided in Rule 11 of the Signalmen's Agreement. [Carrier's File: G-342-18; G-342]

EMPLOYEES' STATEMENT OF FACTS: This claim involves the signal employes of Evansville Division Signal Gang No. 17 whose regular assigned working hours are from 7:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M., with a work week of Monday through Friday, rest days of Saturday and Sunday. The regular assigned bulletined meal period of this Signal Gang is from 12:00 Noon to 1:00 P.M.

On Wednesday, March 25, 1959, the Carrier instructed the employes of Evansville Division Signal Gang No. 17, hereinafter referred to as the claimants, to take their meal period from 10:30 A.M. to 11:30 A.M. In view of the fact that the Carrier did not afford the claimants a noon meal period within the period of time prescribed by Rule 11 of the current Signalmen's Agreement, Local Chairman G. L. Choate presented a claim on April 1, 1959, in their behalf to Mr. E. S. Williams, Supervisor Communications and Signals, for one hour overtime each at their respective overtime rates of pay. The letter of claim read as follows:

"On Wednesday, March 25, 1959, employes regularly assigned to Evansville Division Signal Gang No. 17 were instructed to, and did, take their mid-day meal period from 10:30 A.M. until 11:30 A.M. The employes of this gang have regularly assigned work hours of from 7:00 A.M. to 4:00 P.M. with a one hour meal period to be taken in accordance with Rule 11 of the L. & N.-B.R.S.A. Agreement.

“ . . . account not being afforded full meal period between 11:00 A.M. and 1:00 P.M. . . .” (Emphasis ours.)

In Claim (1) the claimants received fifty minutes of the one-hour meal period afforded; in claim (2) they received thirty minutes of the one-hour meal period afforded — within the two-hour spread provided in Rule 11. There is obviously no basis or provision for the employees' claim that claimants be additionally paid one hour at their respective rates account not afforded their full meal period between 11:00 A.M. and 1:00 P.M.

Carrier submits, in the circumstances, the handling given was reasonable and in accord with common-sense interpretation of Rule 11.

There is a cardinal rule of interpretation of contracts to the effect that when an agreement is equally 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.

Carrier, therefore, submits Claims (1) and (2) should be denied.

OPINION OF BOARD: On March 25, 1959, Carrier's employees in Signal Gang No. 17 were assigned work hours from 7:00 A.M. to 4:00 P.M. with one hour for lunch. On that day, they were directed to take their lunch period from 10:30 A.M. to 11:30 A.M.

It is the position of the Brotherhood that the Carrier violated the provisions of Rule 11 of the Agreement when it did not schedule Signal Gang No. 17 a full meal period between the end of the fourth hour and the beginning of the seventh hour after starting work.

Rule 11 of the Agreement provides:

“When a meal period is allowed, its length shall be not less than thirty minutes nor more than one hour, and it shall be between the end of the fourth hour and the beginning of the seventh hour after starting work. If the meal period is not afforded between those hours, it shall be paid for at the overtime rate, and twenty minutes in which to eat shall be afforded at the first opportunity thereafter and without deduction in pay. The provisions of this rule do not apply to an employe assigned to eight consecutive hours, including twenty minutes' time for lunch period. Employes assigned to camp cars will be allowed the full meal period at the camp cars.”

The Carrier contends that the provisions of the rule requiring payment at overtimes rates for a meal period not allowed within the prescribed hours applies only if no meal period is allowed. We do not agree.

The obvious intent of Rule 11 is to bar the beginning of a meal period before the expiration of the fourth hour after starting work and to bar the ending of a meal period after the beginning of the seventh hour, and such meal period to be not less than thirty minutes or not more than one hour. It is also apparent that, in the case of employes assigned to camp cars, any travel time involved in journeying from a work site to the camp cars for a meal period, and then returning to the work site, will be during work time and under pay.

We find that the Carrier did allow a meal period of thirty minutes at the camp cars within the period prescribed by Rule 11.

Since the Carrier was obligated to continue the Claimants in service under pay until 11:00 A. M., we also find that Claimants should have been under pay from 7:00 A. M. until 11:00 A. M., and from 11:30 A. M. until 4:00 P. M. The Claimants are entitled to additional compensation for 30 minutes at overtime rates.

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 Carrier violated the Agreement.

AWARD

Claim sustained in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1964.