

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, 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 Signalman H. T. Smith for 45 minutes time at his overtime rate on each of the following days, June 30, July 1 and 2, 1959, on account of not being afforded the full meal period of 45 minutes at the camp cars, between the end of the fourth hour and the beginning of the seventh hour after starting work as provided in Rule 11 of the current Signalmen's Agreement.
[Carrier's File No. G-342-20, G-342]

EMPLOYEES' STATEMENT OF FACTS: This claim involves Signalman H. T. Smith, who was assigned to System Signal Gang No. 3 at the time of this dispute.

The signal employees assigned to System Signal Gang No. 3 are assigned to camp cars as their headquarters. System Signal Gang No. 3's camp car headquarters at the time of this dispute were located at Mobile, Alabama.

On June 30, July 1 and July 2, 1959, Signalman Smith was assigned to work at Bay St. Louis, Mississippi, away from his assigned camp car headquarters at Mobile, Alabama, and consequently was not returned to his camp car headquarters for his lunch period.

In view of the fact that Signalman Smith was not afforded his full meal period at the camp car headquarters at Mobile, Alabama, General Chairman Tom McCamy presented the following claim to Mr. C. E. Pinkston, Assistant Signal Engineer, under date of September 1, 1959:

"On June 30, 1959, and July 1 and 2, 1959, System Signal Gang No. 3 was camped at Mobile, Alabama. H. T. Smith, who was assigned to that gang, was being used at Bay St. Louis, Mississippi, and on each of the days was only allowed time to eat lunch, then resume work.

The employees contend that claimant should have been given his noonday meal on the three dates involved at the camp cars, irrespective of the fact this would have necessitated his quitting work at the storehouse in time to drive approximately 90 miles from Bay St. Louis to Mobile and 90 miles back, approximately 180 miles, simply to afford him the noonday meal at the camp cars.

At the time involved the cost of meals taken on the camp cars was paid for by the employees of the gang on a food-cost plus cook-cost basis, divided by the number of meals eaten on the cars. On the dates involved claimant's noonday meals were paid for by the carrier.

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.

Another important rule is that the conduct of the parties under the agreement over a period of time is evidentiary of their intent.

Carrier submits the interpretation the employees are attempting to apply to Rule 11 is ultra-technical, impracticable, not in accord with past practice, and obviously not the intent.

In view of these facts, carrier contends the claim should be denied.

OPINION OF BOARD: The record shows that Claimant Smith was a member of System Signal Gang No. 3, which gang was assigned to camp cars as headquarters. The gang was engaged in the installation of Centralized Traffic Control between Mobile, Alabama, and New Orleans, Louisiana, with the camp cars located at Mobile. In connection with the installation of the Centralized Traffic Control, a temporary storeroom was maintained at Bay St. Louis, Mississippi, approximately ninety miles south of Mobile.

On the dates involved in the claim, the Claimant was working at the temporary storeroom and was allowed 45 minutes' meal period, the same meal period as allowed the men working in the gang, and the Carrier assumed the expense of the noon-day meal. The claim is for 45 minutes' overtime each day on the basis that the Claimant was not afforded his meal period at the camp cars.

The Employees rely upon Rule 11 as the basis for the claim. However, the Division has consistently adhered to the principle that the Agreement must be considered as a whole in arriving at proper interpretations. Other rules of the applicable Agreement contemplate that hourly-rated employees may be required to perform service away from their home station (camp cars, in this case). Rule 21 provides the method of pay under such circumstances, and Rule 29 provides for reimbursement for actual additional necessary expenses incurred for meals and lodging. The record shows that Claimant was allowed the same meal period on the dates involved in the claim as were other members of the gang, and the Carrier assumed the expense of the meals. The Board finds that no further allowance is due, and the claim will be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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 of the parties was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1965.