NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20277
Docket Number SG-19942

Joseph Lazar, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago, Milwaukee, St. Paul and Pacific
(Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company:

On behalf of Signal Maintainer W. C. Ericsson for actual meal expenses incurred by him when instructed by Management to perform signal maintenance work off his assigned territory on April 14, and 29, 1971 ($1.51 and $1.56 respectively). /Carrier's File: F-1074/

OPINION OF BOARD: By letter of July 14, 1971, the Organization appealed its claim on behalf of Claimant, Signal Maintainer W. C. Ericsson for actual meal expense incurred when instructed by Management to clear signal trouble off his assigned territory and away from his home station on April 14 and April 29, 1971, claim being based on Rule 20(d) of Agreement. (Brotherhood's Exhibit No. 1). As of April 14, 1971, Claimant Ericsson was regularly assigned as Signal Maintainer with headquarters at Lemmon, South Dakota on Carrier's Aberdeen Division. Claimant maintains his place of residence at Lemmon (Headquarter point) where he begins and ends each work day. He is not employed in a type of service the nature of which would require him throughout his work week to live away from home in camp car, hotel, etc., such as would be the case with signal gangs - road service employes. Claimant clearly was not a regularly assigned road service employe. On April 14, 1971, Claimant was required to perform service off his assigned territory on an adjoining territory to check troubles between Ives and Marmarth, North Dakota. At Marmarth he purchased his noon meal ($1.51). He ended his work day April 14, 1971 at his headquarter point. On April 29, 1971, Claimant was again required to perform service off his assigned territory on adjoining territory to bond rail at Griffin, North Dakota. He purchased his noon meal ($1.56) at Bowman, North Dakota. He ended his work day April 29, 1971 at his headquarter point.

Rule 20 of Agreement, including paragraph (d) relied upon by the Organization, reads as follows:

"RULE 20. (a) Regularly assigned road service employes sent from home station and held out over night, will be allowed actual time for traveling or waiting during the regular working hours. Actual time at the straight time rate will be allowed for all time traveling on trains or waiting for trains between the end of the regular working hours of one day and the beginning of the regular working hours of the following day, except when six (6) or more continuous hours of sleeping car accomodations are available between 9:30 p.m. and 5:30 a.m. No compensation will be allowed for time actually traveling when six (6) or more hours of continuous sleeping car accomodations are available between 9:30 p.m. and 5:30 a.m.

(b) When suitable sleeping accomodations are available at the point to which sent, no time will be allowed other than that consumed in traveling on trains, waiting for trains, or time actually worked, between the end of the regular hours of one day and the beginning of the regular hours of the following day.

(c) When such employes are notified or called to leave their home station after their regular work period, they will be paid a minimum call under the provisions of Rule 14.

(d) Actual expenses will be allowed when away from home station."

The Carrier, by Vice President-Labor Relations L. W. Harrington, on August 31, 1971 (Brotherhood's Exhibit No. 2), wrote the Organization, in part:

***"It is quite apparent that you are attempting to interpret the meaning of Rule 20 to construe a meaning that was never contemplated when the provisions of Rule 20 was written.

The intent of Rule 20 in its application was to provide expenses for regularly assigned road service employes sent from home station and held out over night. Said rule is not applicable to employes who return to the home station on the same day. In all the years that said rule has been in existence the Carrier has never reimbursed any employe for meal expense when the employe returned to his home station on the same day."

The Organization apparently construes Rule 20(d) as a separate and distinct agreement provision independent of the other paragraphs of Rule 20, thus making Rule 20(d) applicable not strictly to "regularly assigned road service employes" but as applicable to all signal employes who are away from home station regardless of the type of service employed. The Carrier, in this connection, argues:

> "Rule 20(a) specifically covers regularly assigned road service employes sent from home station and held out over night and to what they are entitled with respect to travel or waiting time. Paragraph (b) next following uses the language 'When suitable sleeping accommodations are available at the point to which sent.' Who is sent? Regularly assigned road service employes. Paragraph (b) is qualified by (a). Paragraph (c) states in part 'When such employes'. What employes? Regularly assigned road service employes. Paragraph (c) is qualified by (a). Paragraph (d) provides 'Actual expenses will be allowed when away from home station.' Who is to be allowed actual expenses when away from home station? Paragraph (d) is qualified by (a) - regularly assigned road service employes."

It is clear to this Board that the Carrier has given a faithful reading of the honest meaning of Rule 20(d) as being applicable to the limited class of employees embraced by paragraphs (a), (b), and (c) of Rule 20, i.e., the limited class of "Regularly assigned road service employes". If paragraph (d) were intended to cover all signal employes away from home station regardless of the type of service employed, reasonable and competent negotiators of the language undoubtedly would have used words to this effect and placed such language into a separate and independent rule.

It is understandable that when Agreement provisions are in existence from generation to generation, as in the instant Agreement effective September 1, 1949, the drafting generation and the interpreting generation are no longer the same, and there may be tendencies to give literal and logical interpretation to words in total disregard of their context and original intention. Such a tendency, of course, is in clear violation of established rules of interpretation of contracts. It is axiomatic that the rules of an agreement must be construed together in order to determine the intent of the parties. One provision of a rule cannot be construed to the exclusion of all other provisions.Each provision must be read in context with all other provisions. The task of construing an Agreement is to put oneself into

conscientious confrontation, as though physically present, with the persons entering into the obligations of the agreement, and seek to confirm their understandings of the language they used. Agreements are to be construed in context, as a whole, with a view to the entire general purpose of the agreement. (See awards numbers 10166, 12648, 14702, 15505, 16866, 17043). It is clear to this Board that Petitioner did not do this.

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 was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 14th day of June 1974.