

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

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Houston Belt and Terminal Railroad Company

Dispute: Claim of Employees:

1. That the Houston Belt and Terminal Railroad Company violated Rules 8 and 9 of the controlling Agreement by working Carmen D. Searcy through his assigned lunch hour (20 minutes), February 1, 1983 and not allowing him compensation.
2. That the Houston Belt and Terminal Railroad Company be ordered to compensate Carmen D. Searcy in the amount of twenty (20) minutes at the pro rata rate for this violation.

FINDINGS:

The Second 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 employees 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 waived right of appearance at hearing thereon.

The Claimant, Carman D. Searcy, is assigned to the Carrier's Rip Track from 7:00 A.M. to 3:20 P.M. with a meal period from 12 noon to 12:20 P.M. On February 1, 1983, the Claimant and another Carman were sent out to inspect and measure two high-wide loads on freight cars in North Houston. The Claimant and the other Carman left the Rip at 10:00 A.M. and returned at 2:20 P.M. The Claimant put in for twenty minutes for lunch claiming he had worked straight through without taking lunch. The Organization notes that North Houston is some twenty miles from the Claimant's assigned work area. Rules 8 and 9 are cited by the Organization as supporting this claim.

The Carrier contends the Claimant was not authorized or instructed to work his meal period in that outstanding Carrier instructions prohibit employees from making a meal period (working through their meal period) without proper authorization. This contention was not rebutted by the Organization. Finally, we find no probative evidence in the record which would establish the

Form 1
Page 2

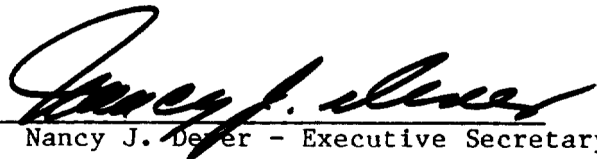
Award No. 10832
Docket No. 10399
2-HB&T-CM-'86

Claimant was engaged in emergency road repair as contemplated by Rule 9. Such an assignment away from the Claimant's regularly assigned working area might involve emergency work. Herein, there is no basis to reach such a conclusion. Having established that all Carmen are instructed to take their assigned meal periods unless otherwise authorized, the Claimant's actions ignored those instructions, and his decision to work through his lunch was personal and unauthorized.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Decker - Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1986.