

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That the Burlington Northern Railway Company violated the terms of our Current Agreement, particularly Rules 2(a), (c), and 3(a), (b), and (c), when they arbitrarily posted notice at Sioux City on August 26, 1982 changing the hours of service to a 30 minute unpaid lunch period effective September 1, 1982.
2. That accordingly, the Burlington Northern Railway Company be ordered to compensate the below listed Sioux City carmen in the amount of one-half (1.5) hour each, at the time and one-half (1.5) rate commencing September 1, 1982 and continuing until the 20 minute paid lunch period is restored:

- | | |
|----------------------|--------------------|
| 1. D. W. Allner | 9. D. J. Bousquet |
| 2. R. J. Walding | 10. R. A. Merryman |
| 3. H. R. Bergum | 11. L. W. Speck |
| 4. G. C. Mohlmann | 12. K. A. Larson |
| 5. D. T. Fritter | 13. C. A. Jones |
| 6. D. W. Schroepel | 14. A. J. Moser |
| 7. M. E. Osbahr, Jr. | 15. R. A. Goldsby |
| 8. R. J. Snyder | |

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 instant Claim is filed on behalf of Carmen who were assigned to the Sioux City repair track from 8:00 A.M. to 4:00 P.M. prior to September 7, 1982. Effective September 7, 1982, the Carrier rebulletined the repair track positions by changing the hours of the shift. In changing the hours of the shift, the Carrier also changed the hours of assignment from a 20 minute paid lunch period to an unpaid 30 minute lunch period. The newly established hours were from 8:00 A.M. to 4:30 P.M. with thirty (30) minutes for a unpaid lunch period. In filing the instant Claim, the Organization seeks payment of one-half hour at the overtime rate because the Organization contends that the Carrier did not have the right to assign an unpaid meal to the affected Carmen.

After carefully examining the record, this Board concludes that there is no Rule in the Agreement which prohibits the Carrier from providing an unpaid meal period to the Carmen. The Organization contends that under Rule 2(a), Sioux City does not qualify as a Shop because it does not have a Shop Superintendent and is under the supervision of a Division Mechanical Officer. Rule 2(a) is entitled "Starting Time One Shift". Besides referring to the starting time for one (1) shift, Rule 2(a) defines the word "shops" as used in the Agreement as "construction, heavy repair and dead work plants" and sets forth such "plants" without referring to the Sioux City facility. Thus, Rule 2(a) is not applicable to the instant case.

Rule 2(c), in relevant part, provides for the establishment of three (3) eight (8) hour shifts that are "necessary to the continuous operation of power houses, **train yard** without extending the provisions of this rule to the balance of the shop force". Rule 2(c) also provides for the starting times when three (3) shifts are used and states that the employees who work these shifts are to be given twenty (20) minute paid lunches.

The Carrier maintains a train yard that it operated around the clock on three (3) consecutive eight (8) hour shifts and a repair track that is operated on one (1) shift. Accordingly, under Rule 2(c) the employees working on the three (3) consecutive eight (8) hour shifts were given twenty (20) minute paid lunches. The repair track that was operated on one (1) shift was rebulletined, effective September 7, 1982, with new hours and a thirty (30) minute unpaid lunch. However, the terms of Rule 2(c) does not extend "to the balance of the shop force", which in the Board's view encompasses the Claimants who filled the track repair positions. Rule 2(c) cannot reasonably be read to mean that it applies solely to construction, heavy repair and dead work plants that come within the understanding of the word "shops" in Rule 2(a). Rule 2(c) is applicable where around the clock shifts are established. Moreover, the phrase "balance of the shop force" does not have the same meaning as the word "shops" in Rule 2(a). The phrase in Rule 2(c) refers to those employees who are not necessary to the continuous daily operation of the train yard. Such employees in this case are the Carmen who are in the repair track positions. Rule 2(c) specifically provides that the provisions of the Rule do not

extend "to the balance of the shop force". Consequently, there is no Rule in the Agreement, which prohibits the Carrier's action of rebulletining the repair track positions.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 9th day of July 1986.