

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Sheet Metal Workers International Association)
(CSX Transportation, Inc. (former Chesapeake and Ohio
(Railway Company)

STATEMENT OF CLAIM:

1. That the Carrier, under the current working Agreement between the Sheet Metal Workers and the Carrier, Violated Rule 4-b of the Agreement.

2. That, accordingly, the Carrier be ordered to compensate N. M. Neal, Jr., et al (attached list Exhibit "B") one half-hours pay at the time and one half rate for each occurrence of the 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 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.

On August 14, 1988, Carrier added two Sheet Metal Workers to the third shift maintenance at Raceland Car Shop's, Paint Shop. Prior to this date, Sheet Metal Workers were assigned to the first and second shifts at Raceland. The Organization argues that Carrier's change constitutes the operation of a three shift schedule. The issue before this Board is whether the Carrier has violated Rule 4(b) which states:

"(b) ... The time and length of the lunch period shall be subject to mutual agreement, except where three shifts are employed, the spread of each shift shall be eight hours, including an allowance of 20 minutes for lunch. In event the requirements of the service will not permit the employe taking 20 minutes for lunch, extra compensation will not be allowed. Members of the retiring force, whose work is to be taken up by members

of the oncoming force that relieves it, will, where necessary, explain the status of the work that is being transferred. In making this transfer, it is not expected that the retiring force will remain beyond regular quitting time, but it is expected that the oncoming force shall be on hand in sufficient time to make the transfer without delaying members, or any member of the retiring force."


The language of the Rule clearly envisions continuity over a twenty-four hour day at a single point of operations. Only if the record of evidence substantiated that said condition existed would Carrier be required to provide the twenty (20) minute lunch period. The Organization has not provided the requisite proof. Carrier stated that no Sheet Metal Workers are assigned to the Paint Shop during the other two shifts, even though at other areas of the Raceland Car Shop Sheet Metal Workers are employed. The Organization did not rebut the Carrier's statement which is therefore accepted as fact. As there is no "retiring force" to turn over work to an "oncoming force that relieves it..." at the Paint Shop, the Rule is inapplicable. In the instant case, there is no showing of an Agreement violation.

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 20th day of February 1991.