



Award No. 16791
Docket No. CL-16285

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

THE BELT RAILWAY COMPANY OF CHICAGO

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6029) that:

1. The Carrier violated the Clerks' Agreement when it unilaterally changed the hours of assignment of Clerical IBM Machine Operator positions to the extent of thirty (30) minutes daily from those specified at the time the positions were advertised; and

2. M. Schultz, R. Krueger, R. Dagnino, M. Thomas, S. Milewski, M. Loftus, M. Concannon, L. Kirkwood, A. Bronson, H. K. Mills, D. McClellan, C. Ellison, H. Bartell, J. Bernas and E. Sallay and/or successors(s) if any, shall be compensated thirty (30) minutes at the overtime rate and twenty (20) minutes at the straight time rate of the positions involved for every working day, effective with the date of June 7, 1965 and continuing so long as the violation continues, or until such time as corrective measures are supplied.

EMPLOYEES' STATEMENT OF FACTS: The Carrier maintains an IBM Machine Room at Clearing, Illinois, which prior to June 7, 1965, operated seven (7) days a week, twenty-four (24) hours a day. Positions in the Machine Room were distinctively worked five, six and seven days per week in accordance with the Carrier's operational requirements.

All possible regular relief assignments with five days of work and two consecutive rest days were established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under the Agreement.

Prior to the effective date of this dispute, all positions in the IBM Machine Room were assigned by bulletin without a meal period, under the provisions of Rule 40 and a basic day for the incumbents consisted of seven (7) hours and forty (40) minutes of actual working time, plus twenty (20) minutes lunch period. The positions were bulletined and the incumbents were assigned in accordance with Rule 9.

Position No.	No. Days per Week	Days Off
287	7	S & M
288	7	T & F
289	7	T & W
290	7	W & T
297	7	S & S

Effective June 7, 1965 the operation was changed from a continuous operation to basically a day time operation five days a week. When the continuous hours arrangement was in effect no specific meal period was assigned on these positions but the incumbents were allowed twenty (20) minutes in which to eat.

When the June 7, 1965 changes were made the above listed assignments that had been allowed twenty (20) minutes in which to eat were changed to an assigned lunch period from 12:00 noon to 12:30 P. M. with a quitting time of 4:30 P. M. instead of the previous 4:00 P. M. quitting time. No change was made in the 8:00 A. M. starting time of these assignments.

OPINION OF BOARD: The questions to be decided in this dispute are identical to those previously determined in Award 16790, and control our disposition of this matter.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of November, 1968.