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NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21448
THIRD DIVISION Docket Number SG-21132

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Rail Road:

On behalf of T&T Maintainer J. P. Backes for meal expense of $2.90 for October 9, 1973. /Case SG-5-74/

OPINION OF BOARD: This is a claim for meal allowance under Article 19 (c) of the parties' Agreement, which the Organization asserts should be allowed under the time limit provisions as well as on the merits.

The time limit contention is that the Organization did not receive in timely fashion a March 14, 1974 denial letter from the Carrier's Chief Engineer. The record reflect8 that a copy of the subject letter was sent to the Carrier's Superintendent-Personnel Management, and that such copy carries au endorsement of receipt by the Superintendent on March 15, 1974. This is sufficient evidence to find that the Carrier made a timely mailing of the letter. Consequently, the Carrier's obligation under the time limits Rule was satisfied and the claim cannot be sustained under that Rule. Award No. 21179.

The merits of the case concern the Provision in Article 19 (c) which provides that:

> "Employes shall not be required to work more than 10 hours without a second meal period..."

On the claim date the Claimant worked from 5:30 A.M. until 4:00 P.M., and without contradiction the Carrier states that this on duty time included a thirty (30) minute paid meal period.

The foregoing and the entire record makes it clearthatthe Claimant worked ten (10) hours on the claim date and that thirty (30) minutes Of the on duty time represents a non-working lunch period. Ten hours cannot be found to be "more than 10 hours" as explicitly stated in the foregoing Article and consequently, the facts do aot come within the purview of the Article. The claim must therefore be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, find.6 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, a6 approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

The Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulus
Executive Secretary

Dated at Chicago, Illinois, this 18th day of March 1977.