

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23949
Docket Number SG-23937

Carlton R. Sickles, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company:

(a) Carrier is violating the June 1, 1951 Brotherhood of Railroad Signalmen's Agreement as amended, in particular Rule 7 and the Scope Agreement, also Rule 5 when Mr. C. E. Boyles established a second trick maintainer at the Lake Bluff-Glencoe territory by bulletin and characteristic sheet dated August 20, 1979 but doesn't show the Glencoe Maintainer as having 20 minutes for lunch and requires him to stay one-half hour longer, this includes the assistant maintainer also.

(b) Carrier now be required to compensate Mr. R. Lane for signal maintainer at Glencoe and Mr. L. Kringle the assistant maintainer at Glencoe the following; one-half hour at the overtime rate for carrier requiring them to stay past the 3:00 P.M. quitting time."

(General Chairman file: S-272 Carrier file: 79-8-289)

OPINION OF BOARD: The Carrier combined two signal maintenance territories into one territory but maintained two separate headquarters. The propriety of maintaining two headquarters in one combined territory was upheld in Award 20811, which has been supported by subsequent awards.

The Carrier established a second shift at one of the headquarters but maintained a single shift at the other headquarters where claimants are located.

The question at issue is the application of Rule 7, which reads in part as follows:

"7. Where two or three shifts are employed, the spread of each shift will be eight hours, including an allowance of twenty minutes for meal, which time allowance will be regularly established between the ending of the fourth and beginning of the seventh hour after starting work.

"Except as otherwise mutually agreed to, where one shift is employed, a meal period will be not less than thirty minutes nor more than one hour and will be regularly established between the ending of the fourth and beginning of the seventh hour after starting."

Since the second shift was not established at the claimant's headquarters, the Carrier continued to provide a half hour meal period without pay so that the total period covered by the claimant's work day was eight and one-half hours including the one-half hour for meal time which was not compensated.

Pursuant to Rule 7, the Carrier provided at the other headquarters for an eight-hour day which included a twenty minute meal period for which the employees were paid.

It is the contention of the claimants that they should be paid for the additional half hour that they are made to work each day for which they are not being paid. Their theory is that Rule 7 applies throughout the entire territory and is not to be interpreted as applicable separately to each headquarters. Each side in this dispute has given arguments why Rule 7 should be interpreted in its favor.

In all candor, it must be recognized that when the bargaining pm-ties initially adopted this language they were not applying it to the set of circumstances that we now are addressing. While Award 20811 may be a proper interpretation of the language of the agreement, it does not follow that the pm-ties necessarily anticipated that solution or considered all the consequences which would flow therefrom.

In point of fact, Rule 7 does not say that it is applicable in the territory or that it is applicable at the headquarters. Naturally, the Carrier is going to interpret it as it has done so in this instant. We are not in a position to refute this interpretation as not being a logical one which flows from the decision in Award 20811.

The point is made by the Organization that the Carrier, at one time, used the argument that even where two headquarters are involved it is all one territory, for the purpose of having a signalman at one headquarters and an assistant signalman at another headquarters. We do not find the fact that the Carrier used this argument so compelling as to overcome what otherwise appears to be a reasonable interpretation of Rule 7 where there are two headquarters established.

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 Employees involved in this dispute are respectively Carrier and Employees 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**

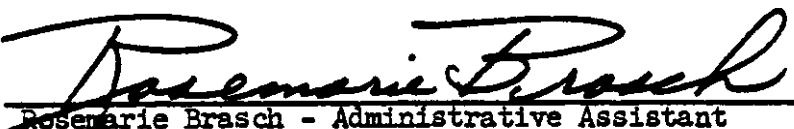
That the Agreement **was** not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By order of Third Division

ATTEST: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of July 1982.