

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31906
Docket No. SG-31043
97-3-92-3-966**

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation Inc. (former Chesapeake &
(Ohio-Pere Marquette)**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen (BRS) on the CSX Transportation Company (C&O-Pere Marquette):

Claim that Carrier should be required to comply with Rule 506 of the current Signalmen's Agreement, particularly as that Rule pertains to proper listing of established meal period on job bulletins. Carrier's File No. 15(92-10). General Chairman's File No. 91-30-PM. BRS File Case No. 8918-C&O(PM)."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Organization seeks to have the Carrier comply with Rule 506 of the Agreement and designate an "Established Meal Period" by stating an exact time on bulletins advertising positions. The Carrier disagrees, asserting it is not prohibited from stating "per Rule 201" when indicating "Established Meal Period."

This is not a dispute of first impression. In 1975, the Carrier was faced with a similar claim that alleged a job bulletin was not posted in accordance with the "Form of Bulletin spelled out in Rule 506." Following a conference, the Carrier agreed it would "on future job bulletins show opposite the item 'Tour of Duty and Established Meal Period' the exact time meal period. . . ."

In 1977, Third Division Award 21516 involved the same parties and a similar dispute. Therein, the Board stated:

"We do not believe, however, that a reference to 'one half hour lunch period' is a synonym for an 'Established Meal Period.' The difference between these two concepts could be significant. As we see it a 'one half hour lunch period' could be a floating lunch break and that appears to be inconsistent with the rule requirement. On this basis alone we conclude the carrier violated the rules of the agreement with respect to the required job bulletin form. The question of relief remains for determination."

We also find that reference to Rule 201 is not an acceptable substitution for an "Established Meal Period." Rule 201 provides that a meal period shall be "between the end of the fourth (4th) and the beginning of the seventh (7th) hour after starting work. . . ." The idea this provision is synonymous with an established lunch period is meritless.

AWARD

Claim sustained.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 4th day of March 1997.