

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION EMPLOYEES
MISSOURI PACIFIC RAILROAD COMPANY**

DISPUTE.—"Claim of Walter Bauder, Yard Clerk, Omaha, Nebr., that he be compensated on the basis of time and one-half for meal period worked May 7, 8, 9, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 25, 26, and 27, 1931, as per Rule 51 of the Agreement, effective August 1st, 1926."

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

The carrier and the employe involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

Mr. Bauder occupied position of Yard Clerk, Omaha, Nebr., rate \$4.64 per day, hours of service 7 a. m. to 4 p. m., with meal period, 12 noon to 1 p. m. On days in question Mr. Bauder worked the hour assigned for meal and, in accordance with Rule 51, was allowed twenty minutes in which to eat. He was allowed one hour's compensation at pro-rata rate for time worked during his assigned meal hour.

There is in evidence an agreement between the parties, bearing effective date of August 1st, 1926, and the petitioner cites and relies upon the following rules in support of claim:

"**RULE 51.**—If the meal period is not afforded within the allowed or agreed time limit, and is worked, the meal period shall be paid for and 20 minutes with pay in which to eat shall be afforded at the first opportunity."

"**RULE 56.**—Employees will not be required to suspend work during regular hours to absorb overtime."

The Carrier represents that the meal hour, when worked, shall be paid for at pro-rata rate and cites and relies upon Rules 45, 50, 51, and 54 in support of its position:

"**RULE 45.**—Except as otherwise provided in this Article, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work."

"**RULE 50.**—When a meal period is allowed, it will be between the ending of the fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon by the employes and employer."

RULE 51.—(Quoted above.)

"**RULE 54.**—Except as otherwise provided in these rules, time in excess of eight (8) hours, exclusive of the meal period, on any day will be considered overtime and paid on the actual minute basis at the rate of time and one-half."

In Award No. 144, Docket No. CL-165, this Division, with Referee Wm. H. Spencer as a member, announced an interpretation of the rule of this Railroad, as to compensation for meal period worked and the same interpretation of that rule should apply in this case.

AWARD

Claim sustained.
By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 22nd day of January 1936.