

## NATIONAL RAILROAD ADJUSTMENT BOARD

## THIRD DIVISION

Don Harr, Referee

## PARTIES TO DISPUTE:

## BROTHERHOOD OF RAILROAD SIGNALMEN

## CHICAGO, ROCK ISLAND &amp; PACIFIC RAILROAD COMPANY

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 9, 13, 22 and 59, when it failed to compensate hourly rated Signal Maintainers G. A. Herbic, D. E. Davis, and J. E. McCollum for the noon meal periods on days on which they did not return to their headquarters for their noon meals.

(b) The Carrier be required to compensate these three men for one hour each at the punitive rate for each of the following dates and all subsequent and future dates on which they do not return to their headquarters for their noon meal periods.

G. A. Herbic — November 21 and 27, 1963.

D. E. Davis — November 18, 19, 20, 21, 22, 25 and 26, 1963.

J. E. McCollum — November 19, 20 and 26, 1963.

[Carrier's File: L-130-299. General Chairman's File: AV-308]

**EMPLOYEES' STATEMENT OF FACTS:** As indicated by our Statement of Claim, this is a continuing claim for one hour's compensation for each day certain hourly-rated signal maintainers do not return to their headquarters for their noon meal periods.

The claim was initiated by the General Chairman in a letter dated January 15, 1964, and subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. Following is a resume of the handling of this dispute on the property:

January 15, 1964 — General Chairman presented claim to Communications and Signal Supervisor (Brotherhood's Exhibit No. 1).

January 22, 1964 — Supervisor wrote letter of denial (Brotherhood's Exhibit No. 2).

The instructions referred to above, insofar as they pertain to Rule 9, read:

"In connection with the application of Rule 9, General Chairman Watkins has agreed with our interpretation of the rule to the effect that when an employe is required to work any part of his meal period, he will be paid under the provisions of Rule 9, which provides for the payment of one hour's punitive time, plus thirty minutes (30") with pay in which to eat."

(Exhibits not reproduced.)

**OPINION OF BOARD:** The Claimants in this case are hourly rated signal maintainers. The Claimants were required to perform work away from their headquarters point. Their time began and ended at their headquarters point daily.

This claim is for one hour at the punitive rate for each day the Claimants did not return to their headquarters point for the noon meal.

The employes rely upon Rule 9, 13, 22 and 59 of the Agreement to support their position. They also produce statements to attempt to show past custom and practice in support of the claim.

The Rules are clear and unambiguous. It is not necessary to resort to practice to arrive at a decision.

The Rules do not support the Employes' position. An Employe is entitled to be paid for his meal period at the punitive rate, only if he works that period. (Rule 9.)

The employes' day properly began and ended at their headquarters point. There is no provision in the Rules requiring that an Employe return to his headquarters point for his noon meal period. (Rules 9 and 13.)

We will deny the claim.

**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 Employes involved in this dispute are respectively Carrier and Employes 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 26th day of May 1967.

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