



Award No. 16257

Docket No. SG-16530

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(SUPPLEMENTAL)

Herbert J. Mesigh, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 302, 303 and 808, when it did not permit employes assigned to camp cars to return thereto for their noon meals beginning August 16, 1965.

(b) Carrier should compensate Messrs. T. B. McGuire, B. A. Bradley, J. W. Dawson, R. J. Stumpe, Wayne Taylor, Wm. Pratt, John Robinson, and Frank Sailors (employes on System Signal Gang No. 853) one hour's pay each for each of the following days: August 16, 17, 18, 19, 23, 24, 25, 26, 30, 31, September 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 22, 23, and 27, 1965. (Carrier's File: B 225-462).

EMPLOYEES' STATEMENT OF FACTS: This is a claim on behalf of certain signal gang employes for pay for one hour on each of various days on which they were not permitted to observe their full noon meal period at their camp car headquarters.

Prior to August 16, 1965, the gang men were driven in a company truck to a restaurant for their noon meal. The Foreman reprimanded the men for not reporting at the work site at 1 P.M., and advised them on August 16, 1965, that thereafter they would no longer be taken to the nearest restaurant for their noon meal, and that they would carry a lunch with them.

The claim was initiated on September 27, 1965, 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. Correspondence exchanged on the property is attached hereto as Brotherhood's Exhibits Nos. 1 through 7.

The agreement between the parties to the dispute, bearing an effective date of May 1, 1964, as amended, is by reference made a part of the record in this dispute.

300 and that the rules cited by the Employees do not require the Carrier to return the gang to their camp cars for the noon meal.

OPINION OF BOARD: From August 16 through September 27, 1965, Claimants were engaged in installing electric switch heaters in vicinity of Maplewood, Missouri and were headquartered in camp cars. They were required to perform work away from their headquarters point.

Claim is for one hour's pay for each of the Claimants for each day they were not returned to headquarters for the noon meal. Employees cite Rules 302, 303, and 808 in support of their position.

Similar claims concerning the interpretation of the work and meal period rules were made and denied by the Board in Award 15587 (Harr).

This dispute is identical in principle and involves similar rules and in substance the same issue; therefore, our findings in Award 15587 are dispositive of the issue in the instant dispute. 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 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.

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 April 1968.