

Award No. 16942
Docket No. SG-16555

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) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 304(b) and 315(a) when, beginning July 26, 1965, and continuing July 27, 28, 29, August 2, 3, 4, 5, 9, 10, 11, and 12, 1965, the employes in Signal Gang No. 853 were instructed and required—in order to travel to their camp cars at Valley Park, Missouri, for lunch because there were no eating facilities at Barretts, Missouri—to leave the job at Barretts at 12:00 Noon and return by 1:00 P. M. They traveled for 15 minutes each way, thereby cutting their lunch period to 30 minutes instead of one hour as provided in the Agreement.

(b) Signalmen T. B. McGuire, J. W. Dawson, B. A. Bradley, J. W. Usher, and F. M. Sailors; Assistant Signalmen R. L. Danley, and R. J. Stumpe be paid thirty (30) minutes' pay each at their respective time and one-half rates for each of the twelve days designated in paragraph (a) above.

[Carrier's File: B-225-457]

EMPLOYEES' STATEMENT OF FACTS: Claimants are members of System Signal Gang No. 853 and have camp cars for headquarters. During the claim period, their camp cars were located at Valley Park, Missouri, and they were working at Barretts Station. It takes about fifteen minutes by truck to get from one place to the other.

Their regularly assigned work periods were 8:00 A. M. to 12:00 noon and 1:00 P. M. to 5:00 P. M., with lunch from 12:00 noon to 1:00 P. M. In spite of their assignment, however, they were required on each of the claim days to devote half their lunch period to traveling to the camp cars for lunch and back to the job site afterwards—without pay—because there were no eating facilities at Barretts Station. The claim is a result.

Ushwe and F. M. Sailors, and Assistant Signalmen R. L. Danley and R. J. Stumpe, for an additional 30 minutes' compensation on each date July 26, 27, 28 and 29 and August 2, 3, 4, 5, 9, 10, 11 and 12, 1965, based upon the contention that their meal period was reduced 30 minutes on each date while working at or in the vicinity of Barretts, Missouri.

During the conference we reviewed our letter addressed to you under date of November 4, 1965, and explained to you that these men were accorded their regularly assigned meal period on dates involved and that there is no basis for their contention that their meal period was reduced by reason of time consumed by them in securing their lunch.

In view of the foregoing, we find no justification for changing the decision given you in our letter of November 4, 1965, which is hereby affirmed.

Yours truly,

/s/ B. W. Smith"

Thereafter, the Carrier received notice of the Organization's intention to file an ex parte submission in connection with this dispute with your Board.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants were employed on System Signal Gang No. 853, and on dates in question were engaged in the installation of a slide detector device in the vicinity of Barretts, Missouri and were headquartered in camp cars at Valley Park, Missouri.

On each date of claim they returned to Valley Park to eat their noon meal, for which claim was filed for 15 minutes at punitive rate of pay which represents travel time in each direction, or 30 minutes each date.

The Employees rely upon rule Rule 304 (b) — Overtime and Rule 315 (a) — Service Involving Travel of the Agreement to support their position.

Carrier asserts that the signal gang was assigned hours and a meal period in accordance with Rule 300 (a).

The Rules do not support the Employees' position. Carrier complied with Rule 300 (a) by releasing Claimants for a 12:00 Noon to 1:00 P. M. meal period. Rule 304 — Overtime is only applicable when work is performed on an overtime basis outside of the "regularly established working periods" Rule 315 (a) — Service Involving Travel is only applicable wherein employees "will be paid continuous time, exclusive of meal period, from time reporting for duty until released at headquarters." An Employee is entitled to be paid for his meal period at the punitive rate only if he works that period. Award 15587 and Award 16257.

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 5th day of February 1969.