

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19915
Docket Number SG-19760

Burl E. Hays, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago and North Western Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) On or about December 24, 1970, the Carrier violated the provisions of the December 23, 1969 Memorandum when it denied the breakfast meal on December 10, 1970, for M. E. Naber, and D. C. Gordon.

(b) The Carrier now be required to reimburse them for this meal expense.

/Carrier's File: 79-3-91/

OPINION OF BOARD: The facts in this case are undisputed. Under provisions of the Memorandum of December 23, 1969 (an amendment to June 1, 1951 Agreement), Claimants M. E. Naber and D. C. Gordon had breakfast at 6:00 a.m. on December 10, 1970, and reported back to Carrier's property for the purpose of going to work at 7:00 a.m. Upon arrival at Carrier's property they found a picket line of another union of employees which was engaged in a nation-wide rail strike.

It is agreed that this was a legal strike by four other unions and that Claimants declined to cross the picket line to go to work. It is also agreed that had they gone to work that day their claim for breakfast expense would have been unquestioned and would have been paid under provisions of the Memorandum of December 23, 1969.

The agreed issue is whether or not Claimants were voluntarily absent from work on the date in question. This issue is not new to the Board. There was work available for Claimants but they preferred to observe the picket line. It was strictly a matter of their own choice. It has been held by the Board that an employee observing a picket line is considered voluntarily absent from work. (Awards 11102 by McGrath; 14945 by Ives; 17570 by Rohman.)

An employee has every right under the law to refuse to cross an established picket line; yet, by the same token, there is no provision in the law requiring him to do so. There is no other conclusion to be reached but that to cross, or not to cross, a picket line is a voluntary choice.

If an employee chooses to observe the picket line he must bear the consequences. In the instant case Claimants, in choosing to honor the picket line, voluntarily absented themselves from work on the date in question, thereby forfeiting their right to have their breakfast paid for by Carrier.

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.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicato, Illinois, this 7th day of September 1973.

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