

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 31873
Docket No. CL-32010
97-3-94-3-384**

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation (AMTRAK)**

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-11071) that:

The following claim is presented to the Carrier on behalf of:

**P. Michaux CD-3
D. Liverette CCD-1
B. Exum CD-2
J. Eskew CXCD-Relief
C. Parham CXCD-Extra**

These are all Crew Callers with a rate of pay of \$105.59 per day.

The Carrier is violating the Northeast Corridor Agreement between Amtrak and TCU effective September 1, 1976, and as revised and amended particularly Rule 4-B-1 as well as others.

Starting with the date of January 30, 1992, the above named Claimants to receive \$26.37 per day, which is one half hour pro rata rate of pay for not being given their meal period, plus \$29.78, which is time and one half for still not being given the 20 minutes called for in Rule 4-B-1.

The total amount of this claim on day of writing is \$7,911.00 and claim to continue until such time as these Crew Callers receive their assigned meal period.

This claim is presented to the Carrier in accordance with Rule 7-B-1."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute were given due notice of hearing thereon.

Washington D. C. Crew Dispatchers previously were in the service of the Washington Terminal Company. In September 1984 its jobs and personnel were assumed by Amtrak, and the employees became Amtrak employees. At the time they were on continuous duty for eight hours and took their 20 minute meal period during this time. Eight years after the positions and employees were assumed by Amtrak, the Organization filed the claim under review here, contending that Rule 4-B-1 was violated and that the Claimants were entitled to extra compensation because they were not allowed a meal period. The Carrier denied the claims on both procedural and substantive grounds.

Because the Board finds the claims to be totally without merit it is not necessary to visit the procedural arguments of either party.

With regard to the merits, the Board notes that Rule 4-B-1 (e) of the Agreement provides:

"Where Corporation's operation requires continuous service, eight (8) consecutive hours without meal period may be assigned as constituting a day's work in which not to exceed twenty (20) minutes shall be allowed in which the eat without deduction in pay."

Claimants' jobs have been properly established as continuous service eight hour jobs with up to a 20 minute paid meal period. The Organization has not submitted evidence of a single instance in which any of the Claimants were not allowed time in which to eat on a single day.

The claim is without merit.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 4th day of March 1997.