

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 31874
Docket No. CL-32011
97-3-94-3-385

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-11072) that:

I. The following claim is presented to the Carrier in behalf of:

D. P. Gudeman	Train Director
M. B. Campbell	Train Director/Asst. Train Director
D. L. Moffett	Train Director
T. E. Geeson	Train Director
T. K. Chase	Train Director/Asst. Train Director
L. Linderman	Train Director/Asst. Train Director

whose rate of pay is \$14.85 per hour.

By my letter to you under date of January 22, 1992, Certified Mail P-654-293-499, received by you on January 24, 1992, per signed green return card, I advised you of the closing of Bay Tower and as of December 1991, the train directors and Asst. Train Directors now come under the Northeast Corridor Clerical Agreement and that Rule 4-B-1 was in effect and they were to receive a meal period and asking you to reply to this letter informing me as to such assigned meal period.

Needless to say, as of the date of this claim, you still have not replied to my letter.

The Carrier is in violation of the Northeast Corridor Clerical Agreement effective September 1, 1976, and as revised and amended particularly Rule 4-B-1 as well as others.

Starting with the effective date of the Northeast Corridor Clerical Agreement coming into force, as per the CETC Agreement Article 5-A, and to continue until such time as everyone involved in this claim received their assigned meal period.

D. P. Gudeman - D. L. Moffett - T. E. Geeson now to receive \$14.84 per day for compensation for their meal period, ½ hour at the pro rata rate and 20 minutes at time and one-half for still violating Rule 4-B-1.

Also M. B. Campbell - T. K. Chase - L. Linderman to receive same amount on days they worked as Train Directors.

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

Claim of the System Committee of the TCU (NEC-1119) that:

II. The following claim is presented to the Carrier in behalf of:

R. E. Hatman
R. H. Hafer
G. S. Walters
C. R. Harris
A. C. Roseberry
Z. B. Pingley
J. J. Luby
W. Hohenner

All of who are Asst. Train Directors with a rate of pay \$13.94 per hour and

M. B. Campbell

T. K. Chase

L. Linderman who are Train Directors/Asst. Train Directors.

By my letter to you under date of January 22, 1992, Certified Mail P-654-203-499, received by you on January 24, 1992, per signed green return card, I advised you of the closing of Bay Tower and as of December, 1991, the Train Directors and Asst. Train Directors now come under the Northeast Corridor Clerical Agreement and that Rule 4-B-1 was in effect and they were to receive a meal period and asking you to reply to this letter informing me as to such assigned meal period.

Needless to say, as of the date of this claim, you still have not replied to my letter.

The Carrier is in violation of the Northeast Corridor Clerical Agreement effective September 1, 1976 and as revised and amended particularly Rule 4-B-1 as well as others.

Starting with the effective date of the Northeast Corridor Clerical Agreement coming into force, as per CETC Agreement Article 5-A, and to continue until such time as everyone involved in this claim receives their assigned meal period.

The above named eight Assistant Train Directors now to receive \$11.61 per day for compensation for their meal period, ½ hour at the pro rata rate and 20 minutes at time and one-half for still being in violation of Rule 4-B-1.

Also M. B. Campbell - T. K. Chase - L. Linderman to receive the same amount on days they worked as Assistant Train Directors.

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.

The claim seeks additional compensation for certain Train Directors and Assistant Train Directors, contending that Rule 4-B-1 of the Agreement is not being properly administered. The Carrier defended against the claim on both procedural and substantive grounds.

Because the Board finds the claims of the Organization to be totally unsupported by any Rule of the Agreement it is not necessary to address 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 they 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.