

BEFORE PUBLIC LAW BOARD NO. 7566

CASE NO. 185

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BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

DIVISION – IBT RAIL CONFERENCE

and

WISCONSIN CENTRAL LTD.

Carrier's File WC-BMWED-2019-00010

Claimants: \_\_\_\_\_

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STATEMENT OF CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it failed and refused to compensate the current incumbents (listed on Attachment A to this claim) and any and all subsequent incumbents of the position for their time spent in service of the Carrier in excess of eight (8) hours each day, by failing to clearly establishing a defined meal period beginning on November 30, 2018 and continuing (Carrier's File WC-BMWED-2019-00010 WCR).
2. As a consequence of the violation referred to in Part 1 above, the Claimants (incumbents of the positions listed on Attachment A of our initial claim) and any and all subsequent incumbents of the positions listed (Attachment No. 1 to Employees' Exhibit 'A-1'), shall now be compensated at their respective rates of pay, for thirty (30) minutes for each day worked at the applicable time and one-half rate of pay.”

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier or employee within the meaning of the Railway Labor Act as approved June 21, 1934.

Public Law Board 7566 has jurisdiction over the parties and the dispute involved herein.

The Organization maintains that numerous Rules govern this claim. Bulletins must indicate the headquarters point, title of the position, rate of pay, gang, machine, effective date, rest days and assigned hours of the position bulletined. The Organization cites a

faulty bulletin, which shows the work schedule of 8 hrs. 0700-1530 Day 1/2 hour lunch, Rest Days Sat-Sun. The bulletin correctly lists the work day as eight (8) hours but then arbitrarily adds a 1/2 hour lunch, thereby making the work day eight and one half (8.5) hours duration. Rule 6 A does not address a meal period of any kind, only the assigned hours of the position.

The Organization argues that the bulletin indicates that an 8.5 hour workday is required and that is a violation of the rule.

The Carrier maintains that there is a 30-minute unpaid lunch period for the complained-of bulletined positions. This is how the positions have historically been bulletined under the Agreement. Because the lunch period is unpaid, employees are not working 8.5 hours. The Carrier continues that the bulletining positions are not paid lunch periods per Rule 20 because they are bulletined as unpaid lunch periods.

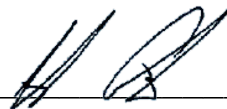
Rule 17 B states: Except as otherwise provided in this Rule, all positions established under this Rule shall start between 5:00 AM and 8:00 AM. Workweeks for positions established under this Rule shall have five (5) consecutive work days of eight (8) hours duration and two consecutive rest days which shall be Saturday and Sunday unless otherwise provided for in this Rule.

A review of the plain language of the bulletin and the history on the property indicates that the bulletining is clear. The cited example indicates a job that starts at 0700 and completes at 1530. The notation "1/2 hour lunch" indicates that it is an unpaid lunch break. The Organization has not established a violation of the Agreement.

Claim denied.



Patrick Crain  
Carrier Member



Adam Gilmour  
Organization Member



Brian Clauss  
Neutral Member

Dated: December 20, 2023