

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

| | |
|---|--------------|
| Brotherhood of Maintenance of Way Employees) | |
| and) | Case No. 63 |
| St. Louis Southwestern Railway Company) | Award No. 63 |

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement beginning September 1, 1960 and continuing by requiring Roadway Machine Mechanics J. A. Haley, and H. H. Ashcraft and Roadway Machine Mechanic's Helper, James Boshier, to change their hours of service from 7:00 A.M. to 4:00 P.M. to a new assignment of 10:00 A.M. to 7:00 P.M. with one hour meal period 2-3 P.M.
2. The Carrier violated the Agreement by improperly assigning Roadway Machine Mechanic J. A. Haley, H. H. Ashcraft, and Helper James Boshier to a regularly assigned meal period from 2:00 P.M. to 3:00 P.M. commencing September 1, 1960.
3. The Carrier shall now compensate Roadway Machine Mechanic J. A. Haley, H. H. Ashcraft and Roadway Machine Mechanic Helper James Boshier one hour's pay at the pro rata rate for each of the days they were required to have this improper meal period of 2:00 P.M. to 3:00 P.M.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

From the evidence of record, the Board finds that the claimants' assigned hours were changed on September 1, 1960 from 6:00 A.M. to 3:00 P.M. to 10:00 A.M. to 7:00 P.M. with a meal period from 2:00 P.M. to 3:00 P.M. On November 21, 1960, the assigned hours of the claimants were changed to 6:00 A.M. to 3:00 P.M. Rule 7-14 of the effective Agreement reads as follows:

"When a meal period is allowed, it will be between the ending of the fourth and the beginning of the seventh hour after starting work, unless otherwise agreed upon by the employees affected and the Carrier. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. If the meal period is not afforded between the fourth and the seventh

hours, it shall be paid for at pro rata rate, and twenty (20) minutes time in which to eat shall be afforded at the first opportunity, with no deductions in pay."

"For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without deduction in pay, when nature of work permits."

The Rule states that the meal period will be between the ending of the fourth and the beginning of the seventh hours after starting time. The starting time referred to in this Rule, under the interpretation given by the Organization and the Carrier, means the starting time of the assignment and not the actual time started before the assigned hour.

The Carrier has failed in its proof to show that the change of the assignment on September 1, 1960 from 10:00 A.M. to 7:00 P.M. was necessary to meet service conditions under the variation Rule 7-13(e) as the Carrier from September 1, 1960 to November 21, 1960 worked the claimants from 3 to 4 hours before the assigned starting hour of 10:00 A.M. Therefore, such an assignment was not proper under these conditions. The Carrier properly assigned a meal period for this assignment starting at 10:00 A.M. from 2 to 3 P.M. commencing September 1, 1960, as the meal period was between the ending of the fourth and the beginning of the seventh hours after the starting time of the assignment.

Due to the fact that the Carrier improperly assigned the claimants from September 1, 1960 to November 21, 1960, it violated the Agreement. The claimants, however, did have a meal period from 2:00 to 3:00 P.M. Therefore, the claim for the hours at the pro rata rate each day they were required to have an improper meal period will be denied.

AWARD: Claim disposed of in accordance with the findings.

/s/ Thomas C. Begley
Thomas C. Begley, Chairman

/s/ A. J. Cunningham
A. J. Cunningham, Employee Member

/s/ M. L. Erwin
M. L. Erwin, Carrier Member

Dated at Tyler, Texas
April 25, 1966