

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES) Transportation-Communication Employees Union
)
TO)
)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

1. Carrier violated the Telegraphers' Agreement, when it caused, required or permitted Agent-Telegrapher I. E. Thomas, Jr., hereinafter referred to as Claimant Thomas, to work his lunch hour at East Prairie, Missouri on May 29, 1961 and then did decline to compensate him for same.

2. Carrier shall now be required to compensate Claimant Thomas for the lunch hour, which was worked, at the pro rata rate of said position. (Straight time rate being \$2.60 per hour.)

OPINION OF BOARD:

Claimant was an extra employee assigned to fill the agent-telegrapher position at East Prairie, Missouri, commencing Monday, May 29, 1961. The assigned hours of this position were 7:00 A.M. to 4:00 P.M., with one hour off for lunch.

Carrier instructed the regular employee to mail the station key to Claimant, General Delivery, East Prairie, Missouri. The Post Office did not open until 8:30 A.M. on Monday, May 29. Claimant secured the key and commenced work at 8:30 A.M.

Claimant submitted his daily time report for May 29, claiming eight hours at the pro rata rate plus one hour at the time and one-half rate with the following explanation:

"Worked lunch hour checking transfer left by outgoing agent and car order for National Alfalfa and Etc."

General Superintendent Holden denied the claim for the one hour at time and one-half stating:

"You were not authorized to work your meal period on this date and same has been deleted from your daily time return."

Claimant wrote letters to the General Superintendent on June 8 and June 15, 1961, outlining his reasons for working his lunch hour on the date in question.

In subsequent handling the claim was amended to one hour at the pro rata rate rather than the overtime rate.

The Carrier states that all agents are instructed not to work meal periods or overtime unless authorized to do so.

From a review of the record it is apparent there was a back-log of work, but no emergency existed at the time in question. It would have been a simple matter for claimant to have requested authority to work his meal period.

Third Division Awards 13346 (Hutchins), 13525 (Hamilton) and 13692 and 13693 (O'Gallagher) held:

"It is firmly established that it is within discretion of management to determine how many men and when those men will perform a given function in the absence of a rule in the contract prohibiting management's determination in this regard."

We will deny the claim.

FINDINGS: That the Carrier did not violate the agreement.

AWARD: Claim denied.

Don J. Harr
Don J. Harr, Chairman

D. A. Bobo
D. A. Bobo, Employee Member

M. L. Erwin
M. L. Erwin, Carrier Member

Tyler, Texas
December 28, 1966

