

C  
O  
P  
Y

AWARD NO. 2  
CASE NO. 2

SPECIAL BOARD OF ADJUSTMENT NO. 171

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

vs

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the rules of the current agreement,

"1. When on November 1, 1954 it required certain employees in the Minneapolis Mail Room to suspend work to absorb the meal period in violation of Rule 32(a) of the current agreement covering employees of our craft and class.

"2. That the Carrier now be required to compensate the following employees for one hour overtime daily effective November 1, 1954, and each and every day thereafter until the violation is discontinued:

Joseph Ronayne	Joseph Palider	Wesley Temple
Leonard Gerber	John Burkett	Frank Mizek
Andrew Marinko	Nick Dzandzara	Gordon Raabe
George Marinko	Alfred Tompkins	Darrell Erickson
Henry Gunelius	Melvin Minke	John Galvin
Donald Hinchman	Otto Gartz	Kenton Martin
Raphael Bustillos	Paul Wincek	Iner Peterson
Leonard French	Roy Elliott	

"3. That the Carrier be required to compensate the following employees for thirty minutes at the overtime rate for November 1, 1954, and each and every day thereafter until the violation is discontinued:

Iver Gustafson	Allen Petersen	Owen Cunningham
Ernest Zafke, Sr.	Louis Joaphim	Charles Long
Frederick Burley	Andrew Seledic	Aloysius Faber
Fred Wilson	Henry Frederickson	Arnold Clearence
Arthur Vig	Warren Sicard	Rodney Lundquist
Richard Lovdal	Jewell Hoff	Robert Carchasky
Milton Stacy	Walter Gorka	Edward Marxer
Harold Samuelson	Anthony Pierre	Harry Fales
Michael Wasiluk	Theodore Woolsey	Ysabel Rodriguez
Oscar Ronglien	Edward Karleski	Gregorio Hernandez

"Gordon Baker	Melvin Weverka	Walter Biesiada
Gilbert Bunker	Arthur Petersen	John Graff
Russell Rose	Alvin Burwell	Le Roy Archer
Leonard Derheim	Stanley Blagrove	Edward Darsow
Melvin Nelson	Raymond Johnson	Arthur Tolaas
Oscar Akre	Merton Zachow	Clarence Opheim
Forrest Athey	Joseph Beck	Wallace Kronberg
Harry Gildmeister	Paul Weaver	Kenneth Larson
Arthur Breiland	Ernest Zafke, Jr.	Vincent Horvath
James Baht	Anthony Blaha	Walter Kraska
Frank Wator	Orlando Haroldson"	

FINDINGS: This Special Board of Adjustment upon the whole record and all the evidence, finds that:

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

This Special Board of Adjustment has jurisdiction over the dispute involved herein.

The employees base their claim entirely on Rule 32 of their current agreement, particularly paragraph (a), which reads as follows:

"Rule 32(a). MEAL PERIODS. For regular operations requiring twenty-four (24) continuous hours, eight (8) consecutive hours without meal period will be assigned as constituting a day's work, in which case not less than twenty (20) minutes shall be allowed in which to eat, without deduction in pay. Employees will not be required to work more than six (6) hours without being allowed time off to eat."

The claimants are all involved in the same work, handling mail. Twenty-three of them were assigned to work eight hours within a spread of nine hours, with a one-hour meal period, and some sixty-two of them were assigned to work eight hours within a spread of eight and one-half hours, with a thirty minute meal period.

The Organization contends that these assignments were in violation of Rule 32(a) because such operation covered a twenty-four hour period each day. The claim seeks the overtime rate for the time worked in excess of eight hours.

It is argued by the Carrier that the assignments overlapped and that fewer employees worked during certain hours of the day than during others.

We agree with the organization. It is not denied by the Carrier that at the time of this claim mail handling was a regular operation requiring twenty-four (24) continuous hours a day. The fact that there were fewer employees working during certain hours in no way broke the continuity of identical work performed by employees of the same occupation in a continuous operation. The Carrier violated Rule 32(a), therefore, this claim must be sustained.

Award No. 2

A W A R D

Claim sustained.

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

/s/ C. A. Pearson  
C. A. Pearson, Carrier Member

/s/ F. A. Emme  
F. A. Emme, Employee Member

Signed at St. Paul, Minnesota, this 10th day of April, 1957.