

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

DINING CAR COOKS AND WAITERS INDUSTRIAL ASSOCIATION

MISSOURI-KANSAS-TEXAS LINES

DISPUTE.—“(a) The Board is requested to determine the maximum number of hours provided for in schedule marked (a), which is attached.

“(b) Shall the time employees are held at turn-around points or stations be deducted when determining the maximum hours in schedule assignments?

“(c) Shall assignments be restricted to the actual number of hours required to perform necessary service?

“(d) Shall employees be compensated for service performed outside of the regular established assignment, and shall such compensation be paid retroactively from the time that the alleged violation occurred?”

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employees involved in this dispute are respectively carrier and employees 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.

The parties to said dispute were given due notice of hearing thereon.

“Schedule marked (A)” referred to in item (A) of matter in dispute is found to be a document exhibiting assignment of dining-service employees and giving time that trains be due to depart from and to arrive at certain termini, together with the time that employees are regularly required to be on duty en route, including, in some instances, preparatory time at beginning and/or ending of trip.

The preparation of said Schedule (A) is shown to have been participated in by the accredited representative of the employees, and it is certified by both parties to be part of Agreement between them bearing effective date February 1, 1927, with three addenda thereto effective January 1, 1929, May 1, 1929, and July 1, 1934, respectively, governing wages, hours of service, and working conditions of employees therein designated.

The “maximum number of hours provided for in Schedule marked (A)” varies in different assignments according to the difference in service schedules shown therein, and it is found that in the establishment of on-duty time the sole consideration was service requirements.

Complainant party cites from Agreement the following rules, to wit:

“ARTICLE 2. Number of hours as designated in regular assigned schedules will constitute a month's work, as per appended schedules marked (A).”

“ARTICLE 14. When there is a change in Dining Car Schedules, when the number of hours exceeds the maximum number of hours in schedule marked (A) overtime will be paid on a pro rata basis.”

AWARD

(a) Decided to be variable as comprehended in Article 2 of the Agreement cited.

(b) Provided time held at turn-around points or stations be included in the on-duty time specified in Schedule A it is not deductible for any purposes of compensation.

(c) Assignments shall be established and maintained in accordance with carrier's service requirements.

(d) Yes; in accordance with the provisions of Article 14 of existing Agreement. It is not shown that there are any compensation arrears.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 16th day of May 1935.

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**INTERPRETATION No. 1 TO AWARD No. 39,
DOCKET No. DC-41**

NAME OF ORGANIZATION: Dining Car Cooks and Waiters Industrial Association

NAME OF CARRIER: Missouri-Kansas-Texas Lines

Upon application of the representative of the employees involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

(a) Article No. 2 of the Agreement between the parties governs in the designation of the number of hours constituting a month's work per schedule marked (A) appended to the Agreement, and is declared by Award No. 39 to provide variable maximum numbers of hours for the respective assigned schedules.

(b) Article No. 2 of said Agreement governs also in respect to the identification of the hours to be considered in determination of the maximum hours in schedule assignments being specified therein to be the hours as designated in regular assigned schedules, and is declared in the Award to provide that if time held at turn around points or stations be included in the on duty times of the assigned schedules, it is not deductible for any purposes of compensation.

(c) The Award specifically gives answer to petitioner's question (c) declaring that assignments shall be established and maintained in accordance with carrier's service requirements. The carrier's service requirements are determined by the carrier, the establishment of which are matters over which the Third Division has no jurisdiction.

(d) The Award gives specific answer in the affirmative to the first query of petitioner's question (d), and states directly in reply to the second query of said question (d) that there had not been shown any compensation arrears. No further interpretation is necessary.

General. The Award and these interpretations base upon the terms of the agreement in existence between the parties. The more specific designations requested in the Application for an interpretation of Award No. 39, Docket No. DC-41, etc., accompanying your letter of August 10th, 1935, are matters to which there may be agreement between the parties to this dispute, but which are outside the jurisdiction of the Third Division of the National Railroad Adjustment Board.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 25th day of September, 1935.