

Award No. 1433
Docket No. DC-1471

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Royal A. Stone, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA

STATEMENT OF CLAIM: "(a) Claim of B. of R. T. and Dining Car Stewards that employes covered by current agreement who are temporarily detached from their regular assignment by orders of the Carrier and who, by reason of such detachment suffer a loss of wages, should be reimbursed for all such wage loss in accordance with agreement rules, and

"(b) Claim of Dining Car Steward Chas. Decker who was regularly assigned to trains 5 and 6, operating between Houston-Lake Charles-Los Angeles for payment of wage loss caused when he was held one day in excess of his regular layover period at Los Angeles by order of the Carrier, and

"(c) Claim that the arbitrary action on the part of the Carrier in declining to pay the wage loss when claim was submitted is in violation of the current agreement rule which reads:

'Rule 2 (b). A Steward temporarily detached from his regular assignment by the Management shall not suffer wage loss.'

and

"(d) Protest against the use of Pacific System Steward out of Houston on Atlantic Lines assignment when Atlantic Lines Steward was available for service."

EMPLOYES' STATEMENT OF FACTS: "Steward Chas. Decker is one of the nine Stewards regularly assigned to trains 5 and 6 operating between Houston-Lake Charles-Los Angeles with Houston as the home terminal. His regular assignment during the month of September, 1939, called for the following schedule:

September	1st.	Leave Los Angeles	6	hours	\$ 4.71
"	2nd.	Enroute	16	hours	12.56
"	3rd.	Arrive Houston	16½	hours	12.95
		Total	38½	hours	\$30.22
September	6th.	Stocking at Houston	3	hours	\$ 2.35
"	7th.	Enroute	16	hours	12.56
"	8th.	Enroute	17	hours	13.35
"	9th.	Arrive Los Angeles	3½	hours	2.75
"	10th.	Leave Los Angeles	6	hours	4.71
"	11th.	Enroute	16	hours	12.56
"	12th.	Arrive Houston	16½	hours	12.95
		Total	78	hours	\$61.23

larly assigned stewards who are ready for service the entire month and who do not lay off of their own accord. The principle involved in the claim of Steward Decker is the same principle as was involved in the claim of Steward Charlton, as covered by Award 1099, so far as concerns a guarantee and in that case the finding of the Board was that the evidence of record did not disclose any violation of the agreement and, in its award, the Board denied the claim.

CONCLUSION: "The Carrier has definitely shown that the rules of the current agreement covering dining car stewards do not sustain the claim.

"As the Carrier has not seen or been furnished a copy of the Organization's ex parte submission, it is not in position to anticipate the contentions that will be made or to attempt to answer those contentions at this time. Every effort has been made to set out all known relevant argumentative facts, including documentary evidence in exhibit form, but as it is not known what the Organization will present, the Carrier respectfully requests that it be given the opportunity to make such written answer thereto as may be deemed necessary or proper.

"Wherefore, premises considered, the Carrier respectfully requests that the claim be denied."

OPINION OF BOARD: This case is based upon Sub-division (b) of Rule 1 of the agreement effective April 1, 1937. Apparently the agreement has not been printed. It has been furnished us in typewritten form. Sub-division (b), just referred to, reads thus:

"A steward temporarily detached from his regular assignment by the Management shall not suffer wage loss."

We just cannot see that Steward Decker was "detached from his regular assignment by the Management" or at all. The routine of his runs and his fellow stewards on the same group assignment was interrupted by the emergency resulting from the wash-out in question. But Steward Decker was not assigned temporarily, or otherwise, to other service. He was subjected to an additional layover at Los Angeles, for which he was paid, and in consequence we find no violation of the rule.

The argument, pro and con, based upon Rule 2 (a) has been considered. That rule runs in part as follows:

"Two hundred and forty (240) hours or less will constitute a month's work for regularly assigned stewards, who are ready for service the entire month and who do not lay off of their own accord."

It having been found that there was no detachment from regular assignment so as to make applicable Sub-division (b) of the same rule, it is unnecessary to determine what effect Sub-division (a) might have otherwise.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That there was no violation of rule.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 20th day of May, 1941.