

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN  
(DINING CAR STEWARDS)

SEABOARD AIR LINE RAILROAD COMPANY

**STATEMENT OF CLAIM:** Claim of Dining Car Stewards that a steward holding seniority on the Seaboard Air Line roster should be assigned to the dining car on RF&P Trains 77-96 instead of a waiter-in-charge. Also, claim for any monetary loss suffered by stewards because of not being allowed to protect this run.

**JOINT STATEMENT OF FACTS:** On July 18, 1946 by request of the RF&P Railroad the Seaboard Air Line Railroad Company Dining Car Department placed in service on Trains 77-96, operating between Washington, D. C. and Richmond, Va., a dining car with a waiter-in-charge. The Seaboard Air Line Railroad Company furnishes dining car service on these trains as well as Trains 16-23, all of which operate exclusively over RF&P tracks. This Company furnishes dining car service on all through Seaboard trains operating over Seaboard and RF&P tracks where such service is needed. A Steward is assigned to trains 16-23 and is worked under the Seaboard contract.

**POSITION OF EMPLOYES:** The Committee offers in support of this claim Article I (rates of pay) of the basic Agreement signed April 11, 1940 and Article 5 (seniority) effective October 1, 1942 which are as follows:

Article 1

(a) Rates of pay for dining car stewards and assistant stewards shall be as follows:

STEWARDS	Rate per Month	Rate per Hour
First year's service	\$ 158.81	\$ .6617
Over 1 year to 2 years' service	168.81	.7034
Over 2 years to 5 years' service	173.81	.7242
Over 5 years to 10 years' service	178.81	.7450
Over 10 years' service	183.81	.7659
ASSISTANT STEWARDS	135.00	.5625

(b) Two hundred and forty (240) hours or less shall constitute a basic month's work for regularly assigned stewards in service the year round who are ready for service the entire month and who lose no time on their own account. All hours worked in excess of two hundred and forty (240) hours in any calendar month shall be paid for as overtime at the pro rata hourly rate provided in Article 1 (a).

trainmen. Failure to provide dining car service often results in loss of passenger business and when the volume of passenger business is reduced to any great degree there is usually a reduction in the number of trains—the final result, many employees lose their jobs.

Before summarizing our position in this case we wish to call to your attention that your Honorable Board, on numerous occasions, has said that if a rule is ambiguous then a practice of long standing will control. We, of course, do not contend that the rules cited by the employees are ambiguous, but, they clearly do not provide what the claimants contend they do. Certainly then, under these circumstances, the practice is bound to be controlling.

. It is the position of the carrier that—

(1) The agreement between the parties to this dispute does not contain a rule that even implies that the carrier is obligated to have a dining car steward in charge of each dining car.

(2) The practice throughout the years from 1909, including the entire time (1937 to date), has been to use a waiter in charge on dining cars where the traffic was light.

(3) The organization admitted they had nothing in their contract to require assignment of dining car stewards to all dining cars when they attempted to get us to comply with an order issued by the Florida State Railroad Commission which directed that all railroads supply a dining car steward for each dining car operated in that state.

For the above reasons the carrier respectfully requests that the claim be denied.

**OPINION OF BOARD:** The claimant in coming before this Board assumes the burden of presenting some consistent theory which, when supported by the facts, will entitle him to prevail. This he has failed to do. The Board cannot assume the burden of searching the record in quest of reasons why relief should be granted. The claimants have wholly failed to make out their case. (See Award 2568.)

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties to this dispute waived hearing thereon;

That the carrier and the employee involved in this dispute are respectively carrier and employee 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 no violation of the Agreement has been shown.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson,  
Secretary

Dated at Chicago, Illinois, this 11th day of April, 1947.