

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

STATEMENT OF CLAIM: Time claims of Dining Car Stewards—

L. K. Wilmot	J. W. Gray	M. L. Sneby
October 12, 1949	October 26, 1949	October 20, 1949
October 23, 1949	November 7, 1949	October 31, 1949
November 3, 1949	November 18, 1949	November 22, 1949
November 14, 1949	November 29, 1949	December 3, 1949
November 25, 1949	December 10, 1949	December 14, 1949
December 6, 1949	December 21, 1949	December 25, 1949
December 17, 1949	January 11, 1950	January 5, 1950
December 28, 1949	January 12, 1950	January 16, 1950
January 8, 1950	January 23, 1950	January 29, 1950
January 19, 1950	February 4, 1950	February 9, 1950
January 30, 1950	March 20, 1950	March 14, 1950
	April 1, 1950	March 25, 1950
	April 11, 1950	April 2, 1950
		April 13, 1950
		April 24, 1950

The above mentioned Dining Car Stewards are claiming payment from 8:00 P.M. until 11:30 P.M. when held at Milwaukee until arrival of train No. 17 without compensation.

EMPLOYEES' STATEMENT OF FACTS: Dining Car Stewards L. K. Wilmot, J. W. Gray and M. L. Sneby departed from Chicago on the above dates on train No. 7 at 6:20 P.M. arriving in Milwaukee at 7:40 P.M. and were held there until train No. 17 departed at 11:30 P.M. Their time slips were deducted from 8:00 P.M. to 11:30 P.M. These Dining Car Stewards are regularly assigned to train Nos. 7, 17 and 18 operating between Chicago, Illinois and Tacoma, Washington, with home terminal at Chicago.

CARRIER'S STATEMENT OF FACTS: Effective September 11th, 1949, assignments for stewards and dining car crews were established to operate dining car assigned to Trains 7, 17 and 18, scheduled as follows:

Train	Leave	Arrive
No. 7 Chicago, Ill.	6:20 P.M.	Milwaukee, Wis. 7:40 P.M.
No. 17 Milwaukee, Wis.	11:40 P.M.	Tacoma, Wash. 9:05 A.M.-4th Day
No. 18 Tacoma, Wash.	8:45 P.M.	Chicago, Ill. 8:45 A.M.-4th Day

In other words, the crew assigned to the dining car on Trains 7, 17 and 18 serves the evening meal on Train No. 7 between Chicago and Milwaukee,

rest at layover or set-out points, providing the period of release in 3 hours or more. In this case the period of release amounted to 3 hours and 30 minutes.

Rule 1 (e) provides that time will be counted as continuous from the time required to report for duty until released subject to deductions and in connection with those deductions we direct attention again to the last sentence of Rule 1 (b), which provides for the deduction of the period of release at layover or set-out points when the period of release from service is in excess of three hours.

The Carrier contends that Rule 6 has no application because that rule provides for payment for time actually worked by a steward when required to report for a train scheduled to depart between the hours of 9 P.M. and 4 A.M. Stewards assigned to Trains 7, 17 and 18 perform no work during the period of release at Milwaukee between 8 P.M. and 11:30 P.M. and when they board Train No. 17 at 11:30 P.M. no service is required of the steward until he is scheduled to go on duty the following morning at 5:15 A.M.

As to Rule 24, it is the Carrier's position that that rule has reference to sleeping accommodations at away-from-home terminal point, which would be Tacoma in this case. However, we direct attention to the fact that even though Milwaukee could be considered a layover point within the intent of Rule 24, the Carrier has arranged for sleeping accommodations at that point during the period of release from duty.

The Carrier maintains that the claims are not supported by the schedule rules; in fact, the rules specifically provide for assignments such as exist in connection with Nos. 7, 17 and 18 and we respectfully request that the claims be declined.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is made in behalf of Stewards L. K. Wilmot, J. W. Gray, and M. L. Sneby for continuous time from time required to report for duty at Chicago, Illinois, until 11:30 P.M., schedule time of arrival of Train No. 17 at Milwaukee.

These claimants were assigned to Trains 7, 17, and 18 operating between Chicago, Illinois, and Tacoma, Washington.

The record shows these claimants were required to report for duty at Chicago at 2:00 P.M. to stock their car and depart from Chicago in service on Train No. 7 at 6:20 P.M., serving the evening meal. Train No. 7 arrives at Milwaukee at 7:40 P.M., where the dining car is cut off and crew is released at 8:00 P.M. This dining car is placed on Train No. 17 scheduled to leave Milwaukee at 11:40 P.M. en route to Tacoma, Washington. Claimants board Train No. 17 on arrival at Milwaukee and retire for the night in dormitory space available and ready for them. Claimants again report for duty the following day at 5:15 A.M. and are released for rest at 10:00 P.M.

No provision was made by the Carrier to provide rest accommodations at Milwaukee for use of Claimants from 8:00 P.M. to 11:30 P.M. until March 14, 1950.

Effective March 14, 1950, the Carrier provided rest accommodations at Milwaukee for the use of stewards assigned to Trains 7, 17, and 18. Therefore, the claim should be sustained for the named claimants for dates stated during the period October 12, 1949, to March 13, 1950, both inclusive.

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

That both parties to this dispute waived oral hearing thereon;

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;

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

That the claim will be sustained in accordance with the Opinion.

AWARD

Claim sustained in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of November, 1950.