

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYES, LOCAL 495

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the Joint Council Dining Car Employees, Local 495, on the property of the Seaboard Air Line Railway Company, for and in behalf of Mr. W. P. Rhinehardt, Coach Attendant, and all other employees similarly situated that they be compensated for two hundred and five (205) hours at their pro rata rate from June 1, 1950, until they have been permitted to exercise their rights in a regular assignment on trains 21 and 22.

EMPLOYEES' STATEMENT OF FACTS: Rule 2(a) of the agreement dated December 1, 1943, and as amended effective September 1, 1949 provided in part as follows:

"Rule 2(a). Guarantee

Two hundred five (205) hours of service or less in regular assignment shall constitute a basic month's work."
Rule VI of the Agreement provided—

"Regular assigned employees who work their full assignment during the entire calendar month will be paid for not less than 205 hours' service. Other than regularly assigned employees will be paid for service actually rendered on a minute basis at the hourly rate provided for in Rule VI."

Effective April 30, 1950, the Carrier herein involved, in accordance with Rules 2(b) and 5(g), advertised for bid the following regular assignments:

Chair Car Attendants Schedules

Day	Trains	On Duty	Off Duty	Hr. Tot.
1	21	8:30 A. M. New York	10:00 P. M. Enroute	13 ½
2	21	2:00 A. M. Enroute	11:45 A. M. Miami	9 ¾
3	22	11:30 A. M. Miami	10:00 P. M. Enroute	10 ½
4	22	2:00 A. M. Enroute	2:15 P. M. New York	12 ¾
5	Layover			
6	Layover			46

Six sets Chair Car Attendants—3 men

The entire tour of duty, including layover or rest days, required six (6) days or five (5) complete trips in a thirty (30) days month. The time accumulated each trip is forty-six (46) hours or a total of 230 hours in a thirty (30)

OPINION OF BOARD: It is the position of the Employees that the provision of Rule 2 (a), "Guarantee," reading:

"Two Hundred Five (205) hours of service or less in regular assignment shall constitute a basic month's work. * * *"

prohibits the Carrier from setting up schedule for regular assignments in excess of two hundred five (205) hours per month. With this contention the Board does not agree. Rule 2 (a) is a guarantee rule only.

Claim should be denied.

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 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 claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 3rd day of December, 1951.