



Award No. 16500

Docket No. DC-17162

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Joint Submission in connection with claim for 16 hours' pay April 3-4, 1966, for Stewards W. E. Wrightson and A. M. Tatum, and for 24 hours' pay for April 1-2-3, 1966 for Stewards J. H. Stone and J. I. Rigby, account of these men being held at away-from-home terminal due to a strike called by the Brotherhood of Locomotive Firemen and Enginemen.

EMPLOYEES' STATEMENT OF FACTS: The facts in this dispute, as agreed upon by the General Superintendent Dining Cars and BRT Local Chairman representing Dining Car Stewards, are quoted verbatim below:

"JOINT STATEMENT OF FACTS:

Steward W. E. Wrightson was held for service on April 3 and 4 for a total of 16 hours at St. Petersburg, Florida, by Assistant Superintendent D. H. Horne's orders. Steward A. M. Tatum was held for service on April 3 and 4 for a total of 16 hours at Miami, Florida, which he had been instructed to do so by Dining Car Representative E. B. Cross. Steward J. H. Stone was held for service on April 1, 2 and 3 for a total of 24 hours in Miami, Florida, by instructions from Mr. E. B. Cross. Steward J. I. Rigby was held for service on April 1, 2, and 3 for a total of 24 hours in St. Petersburg, Florida. He was instructed to do so by Assistant Superintendent D. H. Horne."

Above claims were handled in conference with Carrier's Director of Personnel by BRT representatives on August 12, 1966, at which time it was pointed out that employees had been verbally advised by the Company that all passenger assignments were abolished at time claimants were held away from their home terminal and that it was obvious that claimants were held for extra or unassigned service, and that Article 3 of Dining Car Stewards' Agreement supported their claims.

On August 25, 1966, the Director of Personnel wrote the BRT General Chairman (in part) as follows:

"The record in this case shows that each of the claimants were regularly assigned and were therefore subject to the basic month guarantee of 180 hours at the proper rate provided for in Article

OPINION OF BOARD: On April 1, 1966, the Brotherhood of Locomotive Firemen and Enginemen went out on strike against eight Carriers, including the Seaboard Coast Line Railroad Company, party to this dispute. Claim is made on behalf of Stewards W. E. Wrightson, A. M. Tatum, J. H. Stone and J. I. Rigby that they are entitled to compensation on the dates stated in the claim because their regular assignments were abolished and they were held away from their home terminal. During the time these employees were held away from their own terminal they were not in the category of regular assigned Stewards but were placed in the position of protecting extra or unassigned service, as Stewards held at points other than home terminals to protect extra or unassigned service, Petitioner argues that the Stewards are entitled to compensation under Article 3, Section 1 of the Dining Car Stewards' Agreement.

Carrier denies that it abolished these positions and points out that the excess time beyond the scheduled layover time was due to operating crafts and others respecting picket lines established by the Brotherhood and to the inability of supervisory personnel to maintain train schedules. Since the Stewards were not held to protect extra or unassigned service, but to protect their regular assignments when these could be operated, Carrier argues that Article 3, Section 1, which applies to extra or unassigned Stewards, not subject to monthly guarantees, is inapplicable.

The record shows conflict in assertions concerning the question of whether the positions were abolished at the time the Stewards were held away from their home terminal. There is lack of proof to support the allegation that the Dining Car Steward positions were abolished. Because of a conflict in assertions without supporting evidence, we are unable to resolve this dispute and therefore the claim is dismissed.

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

That the parties waived oral hearing;

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 Agreement was not violated.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1968.

Keenan Printing Co., Chicago, Ill.

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