

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYES, LOCAL 351

CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the Joint Council Dining Car Employees (Local 351) on the property of the Chicago and Eastern Illinois Railroad Company for and in behalf of Joseph Baptiste, Mitchell Davis, Francis Davis, Earl Good, et al Waiters-in-Charge and all other Dining Car Employees similarly situated, that for each and every instance, retroactive to January, 1947, that the Carrier has failed to apply the provisions of Article I, Section (f) thereof, they shall be paid in addition to what they were paid four (4) additional days compensation. Such compensation applicable from the first day in which they were denied twenty-four consecutive hours rest at Chicago.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an agreement, effective March 1, 1948, which provides in Article 1, Section (f) thereof as follows:

(f) Not less than ninety six (96) hours off duty each calendar month in twenty-four (24) consecutive hour periods or multiples thereof, will be allowed at designated home terminals.

Chicago, Illinois, is the designated home terminal of the Claimants herein involved.

The schedule for the regularly assigned tour of duty provides for an off duty period of twenty-four (24) hours, at the designated home terminal each round trip—that is to say—the employees arrive Chicago, the home terminal off Train 88 at 1:30 p.m., daily, and by schedule are required to report for duty at 1:00 p.m., the following day. However, train 88 often arrives late at Chicago but the employees are still required to report at the same time the day following arrival. The lay-over, or off duty period is thus reduced by the period of time train 88 is late.

Proper claim was entered against the Carrier on June 11, 1947, copy of which is attached and designated as Employees Exhibit 1.

On June 23, 1947, Carrier denied the Employees claim, copy of same being attached and designated Employees Exhibit 2.

Appeal was entered on June 30, 1947, and supplemented on August 6, 1947 upon request of the Carrier made on July 30, 1947.

On August 14, 1946 Carrier denied the claim with finality. Copy attached and designated as Employees Exhibit 3.

POSITION OF EMPLOYEES: Article I, Section (f) of the current agreement is an unconditioned promise on the part of the Carrier to provide

under the rules be clarified, thereby requiring the Carrier to defend the claim without knowledge of the specific issues involved.

Under the circumstances, it is the Carrier's position that this claim has not been handled on the property in accord with the spirit and intent of the Railway Labor Act, and we respectfully request that your Honorable Board refuse jurisdiction thereof.

(Exhibits not reproduced.)

OPINION OF BOARD: The record in this case is conflicting and inadequate for resolution of the issue. The case should be remanded to the parties for further consideration and disposition upon the basis of the provisions of their Agreements as applied to the facts and circumstances made subject of claim.

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 the claim is remanded in accordance with the Opinion.

AWARD

Claim remanded.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 24th day of June, 1948.