

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Southern Pacific Transportation Company
TO) and
DISPUTE) Hotel and Restaurant Employees and Bartenders International Union

QUESTION
AT ISSUE: Are J. Prevost, Jr., et al., properly classified as "seasonal employes" as contemplated by Article I, Section 2, of the Mediation Agreement dated February 7, 1965, and the Interpretation of said Agreement dated November 24, 1965?

OPINION
OF BOARD: This dispute is presented by Carrier for the purpose of determining whether claimants herein were properly classified as "seasonal."

The definition of a "seasonal employe" is set forth in the Agreed-upon Interpretations of November 24, 1965 as follows:

"Question No. 1: What is a 'seasonal employe'?"

"Answer to Question No. 1: An employe is a 'seasonal employe' within the meaning of this section if his employment during the years 1962, 1963 and 1964 followed a pattern of layoffs for seasonal reasons." (Underscoring added.)

Carrier submits that the service provided by the Dining Car Department is dependent completely upon passenger travel, and that the major portion of that travel for Carrier is June to September and the Christmas season. Carrier contends that the work opportunity for a substantial number of dining car employes is available only during the summer and Christmas seasons, and that the employment records follow a pattern of seasonal layoffs.

Accepting Carrier's delineation of what constitutes a peak season period (which is not objected to by the Organization), we must determine a factual standard consistent with the language of the Interpretations: an employe is seasonal "if his employment during the years 1962, 1963 and 1964 followed a pattern of layoffs for seasonal reasons." The Board interprets the word "pattern" to include not only the months within one of the given years, but also the relationship of the months of that given year to the months of the other two years. We agree with the Organization that the Seattle World's Fair in 1962 is not an exception in that it occurred during the agreed upon period of Carrier's "season."

OPINION
OF BOARD

(Continued):

Applying the standard of a "pattern" of seasonality to include not only the vertical relationship of months within one year, but also the horizontal relationship of the years of 1962, 1963 and 1964, the Board finds that the following employes were not seasonal and entitled to protection under Article I, Section 1:

J. Arms	E. B. Johnson
N. Bradley	F. D. Jordan
W. H. Bradley	J. Kendrick
H. Burrell	A. Larieau
M. Calhoun	L. Marion
H. Casanave	L. Maxon
E. J. Collins	J. Mayes
L. Gage	R. McGee
T. Gant	J. A. Merriweather
W. Green	L. Mitchell
J. H. Henderson	J. W. Moore
A. Hill	V. Myers
D. Jase	C. Palmer
T. Johnson	W. Stevenson
C. A. Smith	E. Simmons
J. N. Ross	F. Royster
W. Rogers, Jr.	J. Prevost, Jr.
M. Pitts	A. G. Parkinson
L. Troupe	E. Vantley
F. Walker	K. Webster
W. Wolfe, Jr.	M. Polk

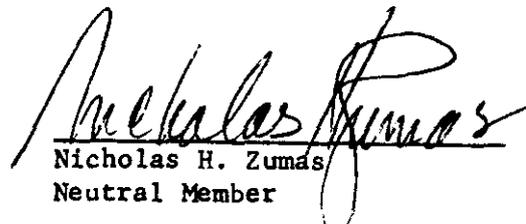
The Board further finds that the following employes were seasonal and are entitled solely to the benefits of Article I, Section 2:

E. Allen	E. H. Bernard
H. Brown	C. W. Jones
H. Jones	P. Livingston
F. Molo	E. P. Nelson
W. B. Phillips	Elmore Williams
J. W. Roberts	

The formula applied reaches the same result as that reached by this Board in Award No. 274.

AWARD

Claimants herein are classified in categories pursuant to the Opinion herein.


Nicholas H. Zumas
Neutral Member

Dated: Washington, D. C.
July 27, 1972