

Award No. 10201
Docket No. DC-9890

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Walter L. Gray, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES LOCAL 370

**NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees Local 370 on the property of New York, New Haven & Hartford Railroad Company for and on behalf of Cook Marie D. Simms that she be reimbursed retroactively for moneys said claimant was compelled to spend for sleeping accommodations account Carrier's failure to provide same in violation of agreement.

EMPLOYEES' STATEMENT OF FACTS: Under date of December 28, 1956, Organization's General Chairman advised Carrier as follows:

"December 28, 1955

Mr. W. A. Duprey
Supt. Dining Service
New Haven Railroad
So. Boston 27, Mass.

Dear Sir:

We are informed that carrier has made no provisions for sleeping quarters for Cook Marie D. Simms at Springfield, Massachusetts, and demanded for her classification under Rule 20.

We request that carrier provide sleeping accommodations for this employe at that point, and reimburse her retroactively for money this employe was compelled to spend in order to get sleeping accommodations.

Very truly yours,

Dudley Washington
General Chairman"

cc: Mr. W. Chandler
Miss Marie Simms

OPINION OF BOARD: This dispute arose between the Joint Council of Dining Car Employees and the New York, New Haven and Hartford Railroad Company, the Carrier.

The Claim was filed for and on behalf of Cook Marie D. Simms, who claimed that the carrier had failed to provide sleeping accommodations for her as provided in the agreement.

The run involved was between Springfield, Massachusetts and New York City and involved Trains 77-86.

The employee states that each member of the crew in question, with the exception of Cook Marie D. Simms, was provided with sleeping facilities at the Springfield, Massachusetts terminal. The carrier has challenged this and there is no evidence of record to support the employees' statement. In fact, the record does not show that sleeping accommodations were furnished for either male or female employees. In the instant case, unless the petitioner show proof of the claim and proves a definite violation of the agreement, there can be no alternative but to deny the claim. See Awards Nos. 9565; 9551; 6937; 8840; 8674; 8330 and 8124. It goes without saying that mere unsupported allegations such as made by the claimant, Marie D. Simms, do not constitute proof. See Awards Nos. 9783; 9261; 9222; 8065; and 6359.

This Board has repeatedly held that vague, indefinite and ambiguous claims must be dismissed. We can find nothing in the record to sustain the position of the claimant in any respect. This Board would have no authority whatsoever to sustain the Award when the claim presented was so indefinite and ambiguous and where there was no evidence to show that there was a violation of Rule 20 or any other rule of the agreement. Therefore, the claim is without merit and is 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 Employee involved in this dispute are respectively Carrier and Employee 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 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1961.