

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES UNION, LOCAL 848
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees Union Local 848 on the property of Chicago, Burlington, and Quincy Railroad Company for and on behalf of dining car crews assigned Trains 17 and 18 that they be compensated for an additional one hour's time since April 28, 1957, the effective date of Carrier's schedule 21 and 22, account said schedules being in violation of agreement.

EMPLOYEES' STATEMENT OF FACTS: On July 25, 1957, Organization filed formal claim with Carrier on behalf of dining car crews assigned Trains 17 and 18. The claim is based on Carrier's schedules Nos. 21 and 22 and Notice No. 28 (Employees Exhibit A). The claim was declined by Carrier's Supervisor Crew Personnel on September 12, 1957 (Employees Exhibit A).

Pursuant to agreement, Organization appealed the declination of the claim to Carrier's Superintendent Dining Car Department by letter of September 23, 1957 (Employees Exhibit B). On September 27, 1957, Carrier's Superintendent Dining Car Department declined the claim (Employees Exhibit B).

Under date of October 7, 1957, Organization appealed the claim to the office of Carrier's Vice President Personnel, the highest designated officer on the property to consider such appeals (Employees Exhibit C). Under date of August 21, 1958, the office of Carrier's Vice President Personnel declined the claim on appeal (Employees Exhibit D).

Carrier's schedule 21 dated April 23, 1957, effective April 28, 1957 is the scheduled duty hours for four crews to fill the line on dining car Trains 17 and 18 Chicago-Oakland and return and is attached hereto as Employees Exhibit E. Carrier's schedule No. 22 dated April 23, 1957 effective April 28, 1957, is the scheduled duty hours for four crews to fill the line on Dome Buffet Lounge Train 17 and 18 Chicago-Oakland and return and attached hereto as Employees Exhibit F. Employees Exhibits E and F show that all duty hours are scheduled on the basis of standard time except third day en route train 17 and first day Oakland train 18 which days are scheduled on the basis of Pacific Daylight Savings Time. These

In conclusion the Carrier submits this claim should be dismissed from the Board because it fails to name the claimants who are involved in this dispute, contrary to Rule 25 of the agreement, as well as the principles laid down in previous decisions cited herein. If for some reason the Board considers the merits of this dispute, it must conclude the claim is absolutely without merit, and deny it entirely.

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All data herein and herewith have been previously submitted to the Employees.

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(Exhibits not reproduced.)

OPINION OF BOARD: Carrier's Trains No. 17 and 18, the California Zephyr, operate between Chicago, Illinois, and Oakland, California.

In April 1950, the State of California adopted state wide Daylight Saving Time.

Beginning in April 1951, the first schedule was set up, by Carrier, for both dining car crews and the coach cafe crews on the California Zephyr, of which Claimants are a part, to go on and off duty the third day of the westbound trip and the first day of the eastbound trip on the basis of Pacific Daylight Saving Time (PDST).

Claimants contend that because their rest period began, on the first day out of Oakland at 10:00 P.M. PDST, which is 9:00 P.M. Pacific Standard Time (PST) they were "deadheading" for one hour; (2) Railroads operate on Standard Time; and, (3) The Agreement was negotiated on the basis of Standard Time.

The Carrier contends that: (1) The Zephyrs are on straightaway runs; hence no "deadheading" by the crews; and, (2) whether PDST or PST is used the hours of work and rest are not affected.

Total lapsed time of employment on the straightaway runs was not affected by scheduling, in California, on PDST instead of PST. The number of hours worked and the number of hours of rest are the same for the run.

Claimants have failed to prove that their contractual rights concerning hours of work, rates of pay, and working conditions have been adversely affected. Therefore, the Claim must 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 the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December 1962.