

Award No. 11345
Docket No. PM-13514

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: . . . for and in behalf of L. McInnis, who is now, and for some time past has been, employed by the Chicago, Rock Island and Pacific Railroad Company as a sleeping car porter.

Because the Chicago, Rock Island and Pacific Railroad Company did, finally through Mr. G. E. Mallory, Vice-President—Personnel, deny the claim filed for and in behalf of Mr. McInnis under date of March 5, 1962 in which the Organization maintained that Mr. McInnis was due to be paid the sum of \$11.74, which the Organization further contended was not paid to him because of the violation of the rules of the Agreement as set forth in the original letter of claim.

And further, for Mr. McInnis to be paid the above mentioned amount, as set forth by the Organization in its original letter of claim.

EMPLOYEES' STATEMENT OF FACTS: Your Petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is duly authorized to represent all employees of the Chicago, Rock Island and Pacific Railroad Company designated as sleeping car porters.

Your Petitioner further sets forth that in such capacity it is duly authorized to represent Mr. L. M. McInnis, who is now, and for some past has been, employed by the Chicago, Rock Island and Pacific Railroad Company as a sleeping car porter, operating out of Chicago, Illinois.

Your Petitioner further sets forth that under date of March 5, 1962, the Organization filed a claim for and in behalf of Mr. McInnis in which it was contended that he had been shortpaid \$11.74 for work performed by him during the month of September, 1961. In said claim filed with the Company, the number of days and hours that should have been credited to Porter McInnis and paid for are specifically spelled out (Petitioner's Exhibit A).

Referring to Exhibit A, it will be seen that Porter McInnis should have been paid sixteen (16) hours punitive overtime at the rate of time and one-half. In a decision rendered by the Superintendent of the Dining and Sleeping Car Department, Mr. M. H. Bonesteel, under date of March 14, 1962, the claim was

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.

OPINION OF BOARD: The issues arising from this Claim have been quite recently adjudicated by the Board in Award 11275 (March 29, 1963), which involves the same parties, factual setting, argumentation, and Agreement.

Award 11275, which denied an almost identical Claim, is not, in our opinion, palpably erroneous.

Therefore, the present 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 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 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 26th day of April, 1963.