

Award No. 13077
Docket No. DC-14618

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES, LOCAL 849

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees, Local 849 on the property of the Chicago, Rock Island and Pacific Railroad Company, for and on behalf of James Osborne, Algie Simons, Harry Elliott, Roy Pitts, Arthur Shelly, Lindsey Moore, Ernest K. Jones, Fred Lawson, Ivory Warbington, John W. Miller, Lawrence Brown, Ralph Daniels, and all other employees assigned to special movement May 11 to May 14, 1963, inclusive, that Claimants be paid the difference between the hours for which they were paid on May 14, 1963, and eight (8) hours, account of Carrier's failure to compensate Claimants for a minimum of eight (8) hours, in violation of Rule 4 of the current agreement.

EMPLOYEES' STATEMENT OF FACTS: Under date of June 3, 1963, Employees instituted the instant claim via the following letter:

"June 3, 1963

Mr. M. H. Bonesteel, General Superintendent
Dining and Sleeping Cars
Chicago Rock Island Railroad Company
164 West 51st Street
Chicago 9, Illinois

Dear Sir:

Accept this as a time and money claim in behalf of the following employees:

Eugene Hurley
James Osborne
Algie Simons
John Abrams
Harry Elliott
Roy Pitts
Arthur Shelly

Lindsey Moore
Ernest K. Jones
Fred Lawson
Ivory Warbington
John W. Miller
Lawrence Brown
Ralph Daniels

Rule 2 of the Dining Car Employees' Agreement governs "Hours of Service." Rule 2(a)-2 reads as follows, in part: "Time paid for but not actually worked shall not be considered as time worked within the meaning of this Rule."

In other words, deadhead hours, although counted as service hours, are not in reality hours actually worked or paid for as such.

Time spent deadheading is not time worked and has never been considered as such on this property or held to be time worked by the Board in previous Awards. In Award 11275, dated March 29, 1963, the Board held that deadheading was more "in the nature of arbitraries" and "extra or special allowances" than it was akin to time worked.

The instant claim asks the same question, and the Board will surely give the same answer, i.e., deadheading time is not time worked. Accordingly, the instant claim must be denied.

OPINION OF BOARD: The facts in this case are substantially the same as those in Award No. 13076, Docket No. DC-14617, involving the same parties, the same Agreement, and basically the same contentions. For the reasons set forth in the award, we will find the Agreement violated and we will sustain the claim as we did in that case.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of November 1964.