

Award No. 14250
Docket No. DC-15733

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, 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 L. D. Van Layer, Oscar S. Jones, Henry C. Parks, James E. Powell and Charles Worthy, that they be compensated for two (2) hours and forty-five (45) minutes for the hours, 8:15 P. M. to 11:00 P. M. on Carrier's failure to furnish Claimants usual and sanitary sleeping accommodations on these dates in violation of Rule 14 of the Agreement between the parties hereto.

EMPLOYEES' STATEMENT OF FACTS: This dispute arises out of a failure of Carrier to furnish sanitary sleeping accommodations for Claimants on October 18 and 20, 1965 at away from home terminal as required by the Agreement between the parties.

Carrier purported to furnish sleeping accommodations in the form of a lightweight sleeping car on the days in question. This car, however, was without lights or water; was extremely hot. It became necessary to open the rest room doors for ventilation and it was not until 11:00 P. M. on October 18, 1964 and 11:00 P. M. October 20, 1964 that these conditions were corrected. Employees are attaching hereto as its Exhibits H, I, J, K, and L, copies of Affidavits executed by Claimants herein concerning the condition of the car.

Under date of October 27, 1964, Employees filed time claim on behalf of Claimants which was denied by Carrier's General Superintendent Dining and Sleeping cars on November 17, 1964. (Employees' Exhibit A and C.) Employees appealed this decision to Carrier's Director of Labor Relations on November 24, 1964 who under date of January 18, 1965 also denied the claim. (Employees' Exhibits D and E.) In a final effort to adjust the matter on the property, Employees again wrote Carrier's Director of Labor Relations on March 8, 1965. Employees, however, received no response (Employees' Exhibit B).

CARRIER'S STATEMENT OF FACTS:

1. There is an Agreement in effect between the parties to this dispute bearing an effective date of April 1, 1962 (revised to July 16, 1962) on file with your Board which by this reference is made a part of this submission.

2. Rule 14 and 20(f) of the above Agreement provide:

"RULE 14.

Regularly assigned employees held at away-from-home terminal beyond the scheduled layover period and not required to perform service will be credited for actual time so held with a maximum of eight (8) hours for each twenty four hour period. The first eight (8) hours or fraction thereof of each twenty-four hour period so held shall determine the period for which time shall be credited."

"RULE 20. MISCELLANEOUS

(f) Meals and Sleeping Accommodations. Employees will be furnished meals while on duty and enroute in such railway-owned equipment as is in service on same train. Employees will be furnished sleeping accommodations while enroute in service or while deadheading by order of the Company when such accommodations are available in railway-owned equipment on the trains. They will also be furnished sleeping accommodations at their away-from-home terminal, when available."

3. The handling given the Employees' claim is shown in Carrier's Exhibits as follows:

- A Employees' October 27, 1964, letter of claim
- B Carrier's November 17, 1964, letter of declination
- C Employees' November 24, 1964, letter of appeal
- D Carrier's January 18, 1965, letter of declination
- E Employees' March 8, 1965, letter
- F Carrier's May 14, 1965 letter
- G Employees' May 21, 1965, letter

(Exhibits not reproduced.)

OPINION OF BOARD: On the dates specified in the Claim, Claimants were assigned to Carrier's Train No. 7, with scheduled arrival time in Des Moines at 7:45 P. M. They were scheduled to go off duty at 8:00 P. M. with scheduled layover until 12:30 P. M. the following day.

Due to late arrival, on the dates involved, the Claimants went off duty at 8:15 P. M. They were assigned sleeping car accommodations in a Dormitory Car. The car was uninhabitable from 8:15 P. M. to 11:00 P. M. on both dates because of a bad order heat thermostat and no water connections. Each of the Claimants pray that they be compensated for the 2 hours and 45 minutes, for each day, that assigned sleeping accommodations were unavailable to them. It was alleged on the property and in the Claim presented to this Board that the unavailability violated Rule 14 of the Agreement, which reads:

"RULE 14.

Regularly assigned employees held at away-from-home terminal beyond the scheduled layover period and not required to perform service

will be credited for actual time so held with a maximum of eight (8) hours for each twenty four hour period. The first eight (8) hours or fraction thereof of each twenty-four period so held shall determine for which time shall be credited." (Emphasis ours.)

Rule 14 is applicable only to "employees held at away-from-home terminal beyond the scheduled layover period." The Claimants were not in that status. Therefore, the Rule is inapposite. We will deny the Claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Carrier did not violate Rule 14 of 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 18th day of March 1966.