Award No. 11254

Docket No. DC-10978

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES, LOCAL 370

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY

STATEMENT OF CLAIM:

(1) Claim of Joint Council Dining Car Employes Local 370 on the property of the New York, New Haven & Hartford Railroad Company, and for and on behalf of Cooks A. Stevens and D. James, Waiters A. Bolt and E. E. Washington, and all other employes similarly situated who worked Trains 188 and 189, and are released at New Haven, Connecticut, a turnaround point for dining cars operating these trains, for 96 hours relief pay each.

(2) Lodging pay for W. L. Crawford, and all other employes similarly situated, extra employes assigned Trains 188 and 189, and not granted sleeping accommodations in conformity with Rule 20.

(3) Deadhead pay for all regularly assigned employes listed in Claim One above, and all other employes similarly situated to and from their only bona fide home terminal, Boston or New York to New Haven and return, checking out or in, for relief as provided in Rule 7.

EMPLOYES' STATEMENT OF FACTS: Under date of May 6, 1958, Organization filed the instant claims with Carrier's Manager of Dining Service (Employes' Exhibit A).

On June 4, 1958, Carrier's Manager Dining and Parlor Cars declined the claim (Employes' Exhibit B).

The Organization appealed declination of the claim to Carrier's Vice President Personnel, the highest officer on the property designated to consider such appeals, on June 9, 1958 (Employes' Exhibit C).

The claim was denied on appeal on June 11, 1958 (Employes' Exhibit D).

The facts in the instant claim are that Trains 188 and 189 run between Boston and Philadelphia over the lines of Carrier from Boston to New York, and over the lines of the Pennsylvania Railroad from New York to Phila-

of this alleged violation. Carrier has been unable to determine that Mr. Crawford was engaged in either the regular or relief assignment or in extra service on the trains involved. What lodging is it asked we pay for? For what date? Why? It is clear from the working examples shown in Carrier's Exhibit "A" that both crews took their rest at their designated home terminal, New Haven. Carrier is at a loss to understand what lodging is involved in this dispute. The schedule does not provide for lodging at home terminals.

Claim three is for deadhead pay for the regularly assigned employes listed in claim one, i.e., Cooks A. Stephens, D. James and Waiters A. Bolt and E. E. Washington. Here again the claim is very vague. The Organization has not specified the dates the alleged deadheading was performed. It is the position of the Carrier that the home terminal of the subject runs is New Haven, Connecticut, and that claimants received their rest periods at that point in accordance with Rule 7.

This dispute "boils down" to the Organization's ever present and erroneous contention that New York and Boston are the only bonafide home terminals for dining car runs. This contention is completely false. We submit there is no provision in the schedule restricting the Carrier with respect to the establishment of the necessary home terminals for dining and grill car runs. The assignments in question were posted for bid with a designated home terminal of New Haven as specified on the vacancy notice and in the working examples shown thereon.

There has been no violation of the Agreement; Carrier submits the entire claim is without merit and should be denied.

All of the facts and argument used in this case have been affirmatively presented to Employes' representation.

(Exhibits not reproduced.)

OPINION OF BOARD: On March 5, 1958, Carrier posted Vacancy Notice for one Cafe Chef, one Second Cook and three Waiters for Trains NH 188-189 NH—193 NH, with a designated home terminal of New Haven. As of same date Carrier also advertised for a regular relief crew to cover Trains 11-30 Prov., NH 188-189 NH-12.

The Employes contention that Carrier can establish home terminals at only Boston and New York, the basis of this dispute, is not supported by any rule or practice brought to the Board's attention, therefore, the claim is without merit and will 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 Employes involved in this dispute are respectively Carrier and Employes 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 the Agreement.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago,Illinois, this 28th of March 1963.