

Award No. 13072
Docket No. DC-14619

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 Ernest Crofton, George B. Crank, Isaac Gilmore, John A. Brown, Henry Stansell, Charles Worthy, Perry F. Tolson, Denver Cawthorn, and all other employees assigned to Trains 5 and 10, from May 6, 1963, to June 7, 1963, that Claimants be paid for time between 9:30 P.M. and the arrival of Train 5 at Des Moines, Iowa, account of Carrier discontinuing Claimants' time prior to arrival at this point in violation of the Agreement.

EMPLOYEES' STATEMENT OF FACTS: Claimants were assigned to Carrier's Trains 5-10, Chicago, Illinois to Des Moines, Iowa and return, from May 6, 1963 to June 7, 1963. Schedule setting up this assignment (Bulletin No. 2055, attached hereto as Employees' Exhibit A) provides that Claimants' time be carried until 9:30 P.M. en route Des Moines, Iowa, although the scheduled arrival time of Train 5 at Des Moines is 12:15 A.M.

Employees filed time claim on behalf of crews assigned to the trains in question, as reflected on Bulletin No. 2055 on June 21, 1963, claiming pay from the time Claimants were required to report and did report until arrival at the Des Moines terminal. (Employees' Exhibit B.)

Carrier, in letters dated June 28th and July 2, 1963, denied the claim, contending that it had the right to cut Claimants' time prior to arrival of Train No. 5 at Des Moines under Rule 2, paragraph 6 (c) of the Agreement between the parties. (Employees' Exhibits C and D.) Carrier in these letters further took exception to the manner in which the claim was filed, that is to say, since only three (3) of the named Claimants were assigned to the train on May 6, 1963, Employees' claim on behalf of the other named Claimants had not been submitted properly. Employees appealed this decision under date of July 11, 1963, to Carrier's Vice President-Personnel, the highest officer on the property designated to consider appeals (Employees' Exhibit E) who, under date of September 9, 1963, denied the claim.

OPINION OF BOARD: The facts in this case are substantially identical with those in Award 13071, Docket No. DC-14596 involving the same parties, the same Agreement, and basically the same contentions. For the reasons set forth in that award, we will also deny the claim herein.

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 Agreement was not violated.

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 November 1964.