

Award No. 13747

Docket No. DC-15179

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Peyton M. Williams, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES, LOCAL 385

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees Local 385 on the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, for and on behalf of Buffet Attendants E. A. Reed, E. J. Smith, J. R. Valentine, G. F. Moore and O. Gillum; Cooks N. C. Butler, M. Donaldson, C. C. Cornelius, J. E. Green, and C. W. Nicholson, that these employes be paid for all time held at Winona, Minnesota, while awaiting assignment to Train No. 6, for return trips to Chicago.

EMPLOYEES' STATEMENT OF FACTS: Claimants were regularly assigned as Buffet Attendants and Cooks on Carrier's Trains Nos. 5-6, with a tour of duty from Chicago to Minneapolis and return. Carrier terminated the assignment in question insofar as claimants were concerned and created in its stead a "swing" assignment by which claimants were taken off the payroll at Winona, Minnesota, on Train No. 5 and were to be again placed on duty the following morning at Winona on Train No. 6 for the return trip to Chicago.

Claimants, nevertheless, proceeded on Train No. 5 into Minneapolis on this new assignment, returning the following morning from Minneapolis, Minnesota, on Train No. 6. Claimants preferred to layover at Minneapolis rather than Winona, in spite of the fact that they were not paid for the time elapsed between Winona and Minneapolis and in spite of the further fact that Carrier did supply crew quarters for their use at Winona.

Under date of February 19, 1964, Carrier advised Claimants accordingly:

"Your present assignment terminates on Train No. 5 at Winona and effective immediately you will be expected to leave Train No. 5 and occupy the quarters in the Williams Hotel which are provided for you overnight, after which you return in service on Train No. 6 to Chicago.

Will you please acknowledge receipt of this letter.

/s/ W. R. Jones
Superintendent"

OPINION OF BOARD: Claimants' regular assignments on Trains Nos. 5-6 from Chicago to Minneapolis and return were changed on February 19, 1964 when Carrier addressed a letter to each of them, the pertinent part of which is stated below:

"Your present assignment terminates on Train No. 5 at Winona, and effective immediately you will be expected to leave Train No. 5 and occupy the quarters in the Williams Hotel which are provided for you overnight, after which you return in service on Train No. 6 to Chicago."

The claim presented here is "that these employees be paid for all time held at Winona, Minnesota, while awaiting assignment to Train No. 6, for return trips to Chicago." It is alleged that the language of the letter quoted above must be interpreted to mean that the Claimants were required by the Carrier to use the designated crew quarters, i.e., the Williams Hotel at Winona, for their layover and, impliedly, if not implicitly, directed that each keep himself available for work from the time Train No. 5 arrived to Train No. 6's departure for Chicago.

We can find a vague ambiguity in the language of the letter, but we do not find it to be of such magnitude so as to justify the interpretation requested by the Petitioner. We suspect that Claimants likewise failed to detect an absolute direction that they remain available for work during their layover at Winona because the record contains averments by Petitioner to the effect that all Claimants did not remain in Winona, but proceeded on to Minneapolis and remained there until Train No. 6's departure for Chicago the next morning. (See second paragraph of Employees' Submission.)

There is no evidence presented in this record upon which we could base an award for Claimants.

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 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 23rd day of July 1965.