

Award No. 13849
Docket No. DC-14816

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Daniel Kornblum, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES, LOCAL 516

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees, Local 516, on the property of the Great Northern Railway Company, for and on behalf of James Allen, Paul Wood, Charles Beasley, John Crawford, Kenneth Dornfeld, Nathaniel Galloway, Ollie Griffin, Kermit Schroeder, James Simms and George Todd, that they be paid for one (1) additional hour per trip while assigned to Carrier's Trains Nos. 31 and 32, commencing with the trip completed July 25, 1963, account of Carrier's failure to pay claimants for all hours they are on duty in violation of the Agreement.

EMPLOYEES' STATEMENT OF FACTS: The claim herein involved was initiated via the following letter:

"September 25, 1963

Mr. J. W. Kirby, Gen. Supt.
Dining Car Department
Great Northern Railway Co.
St. Paul 1, Minnesota

Dear Sir:

This constitutes our claim for and in behalf of the following named Attendants for one (1) hour's additional pay each per trip, at their current rates of pay, for as many trips as they have made and/or will make, commencing with the trip completed July 25, 1963, and continuing until such time that this claim is satisfactorily settled:

1. James Allen
2. Charles Beasley
3. John Crawford
4. Kenneth Dornfeld
5. Nathaniel Galloway
6. Ollie Griffin
7. Kermit Schroeder
8. James Simms
9. George Todd

OPINION OF BOARD: The issue presented on the merits of this claim is a now familiar one before the Board: it is whether on this property, under this very Agreement and involving the selfsame Trains (Nos. 31 and 32, St. Paul to Seattle and return) "elapsed time or clock time" shall be the method of compensation for the affected employees. In two Awards rendered earlier this year the separate claims of the Organization, for all practical purposes identical to the instant claim, were denied: in the first, Award 1978 of the Fourth Division (Seidenberg), the opinion contains a thorough discussion of the contractual perspective of the claim, there filed on behalf of Train Porters; in the second, Award 13487 (Hall), Third Division, involving Attendants as here, the conclusion reached in Award 1978 (*supra*) was accepted "as a controlling precedent on this property."

No other or persuasive reason has been offered in this record to depart from these recent precedents. (Cf., Award 13660 and awards therein cited.) We note also, in passing, that here, as in Award 1978 above, there is nothing in this record to indicate that the named Claimants were other than "regularly assigned employees" who were protected by and fully paid for hours worked under Rule 29 (a) of the Agreement.

The claim is accordingly denied on the merits rather than on the procedural grounds raised by the Carrier (untimeliness of the claim and absence of joint conferences on the property) which we regard on this record as not well taken.

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 24th day of September 1965.