

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

ORDER OF SLEEPING CAR CONDUCTORS

THE PULLMAN COMPANY

DISPUTE (G. W. Lawyer).—

"As originally presented, this conductor's grievance claimed pay for services in the months of July and August 1932, while working extra. Since the case was presented, there has been a partial adjustment giving him 3 days' pay in addition to that previously received. This eliminates that part of the original grievance involving two movements between New York and Great Bend, one in July and the other in first half of August. That part of the grievance still unadjusted involves the following services:

"Left New York in regular line service August 19, 8:45 P. M., arriving Watertown August 20, 7:45 A. M. 8 hours, 20 minutes net.

"Held for service at Watertown August 20, from 7:45 A. M. to 5:30 P. M. 8 hours net.

"Left Watertown in special service August 20, 5:30 P. M., arriving New York August 21, 6:40 A. M. 10 hours, 10 minutes net.

"Left New York in regular line service August 26, 1:20 P. M., arriving Boston 7:50 P. M. same day. 6 hours, 10 minutes net.

"Held for service at Boston from 7:50 P. M., August 26, to 2:30 P. M., August 28. 20 hours, 10 minutes net.

"Left Boston in regular line service August 28, 2:30 P. M., arriving New York 9:10 P. M. same day. 6 hours, 40 minutes net.

"He claims 2 days' pay, over that already received, for these services."

**FINDINGS.**—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employee involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The case being deadlocked, Lloyd K. Garrison was called in as Referee to sit with the Division as a member thereof.

There is in evidence The Pullman Company Rules Governing Working Conditions for Conductors, effective December 16, 1923, and Mediation Agreement of March 1, 1928.

The service performed was as follows:

	Pullman company paid	Employees claim pay
8-19-32 Left New York 8:45 P. M.—Line 1554.		
8-20-32 Arrived Watertown 7:45 A. M.		1 day.
"Layover" 9 hrs. 45 mins.	1 day.	8 hrs.
8-20-32 Left Watertown 5:30 P. M.—Troop Special.	1 day.	1 day.
8-21-32 Arrived New York 6:40 A. M.		
Elapsed time 33 hrs. 55 mins.		
8-28-32 Left New York 1:20 P. M.—Line 1470. Arrived Boston 7:50 P. M.	1 day.	1 day.
8-28-32 Left Boston 2:30 P. M.—Line 1140.	1 day—held for service.	1 day.
Arrived New York 9:10 P. M.	1 day.	8 hrs. held for service.
Elapsed time 55 hrs. 50 mins.	5 days.	7 days.

<sup>1</sup> Held for service.

The record indicates that there was no regular layover at Watertown and the allowance of one day for the New York to Watertown run evidently included no allowance for any layover at Watertown. The claim of held for service at Watertown should, therefore, be allowed on the basis of the principles already established in Docket PC-105, Award No. 259 of this Division.

With respect to the claim for an extra eight hours held for service in Boston: The record indicates that the allowance of one day for the trip to Boston and one day for the trip back included a layover which started on the conductor's arrival in Boston on the evening of the 26th and expired some time during the following day, certainly before 4:00 P. M., the testimony in the proceedings before the Conductors' Adjustment Board being to the effect that the end of the layover would be some time in the morning. At the end of the layover, which certainly was before 4:00 P. M., the conductor entered upon a period of being held for service, which, up to midnight on the 27th, would entitle him to eight hours, and from midnight to 2:30 P. M. on the 28th would entitle him to another eight hours. He was paid for a single stretch of eight hours and is entitled to an additional eight hours.

#### AWARD

Claim sustained.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary*.

Dated at Chicago, Illinois, this 9th day of May 1936.