

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Frank M. Swacker, Referee

PARTIES TO DISPUTE:

THE ORDER OF SLEEPING CAR CONDUCTORS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: "Conductor Deckard made two round trips in Line 2423 between Philadelphia and New York in place of the regular conductor. He was paid one day for each round trip. He claims additional pay of one-sixth of a day for each round trip, which is the pro-rated portion of the relief. The relief of one day is scheduled after six days. This service was on March 22 and April 5, 1937."

EMPLOYES' STATEMENT OF FACTS: "This grievance has been presented under the Agreement between The Pullman Company and Conductors in the service of The Pullman Company. Decisions of the highest officer designated for that purpose is shown in Exhibit 'A'. Rule 19, Exhibit 'B', and Rule 21, Exhibit 'C', are involved in this case. Mr. Vroman, in his decision, uses the number of trips as the numerator and the number of days in the week as the denominator, whereas, Rule 21, Exhibit 'C', Example No. 1, establishes the number of days worked as the numerator and the number of days in the month as the denominator."

POSITION OF EMPLOYES: "Conductor Deckard claims pay for the pro-rated portion of the weekly relief on each round trip in question. There can be no deviation from this rule and so far as is known it is being observed elsewhere. The method for determining the amount of pay due for pro-rated relief is definitely fixed by Example No. 1, Rule 21. The reason for establishing this method is that regular line service is computed on the day's service basis, which includes relief days, the amount of pay per day varying with the number of days in the month. The monthly wage divided by the number of days in the month determines the amount of the day's pay."

"The Management claims that Conductor Deckard has been paid the same as the regular conductor he relieved but that is not borne out by the facts. If this method was followed out for the entire month, Conductor Deckard would have to work every day in the month, Sundays, relief days and all, for a straight month's pay. That is not true with the regular man who, if required to work every day, would be paid a full month's wages and overtime for every day worked on layover or relief."

"It will be noted that the decision of the Management, Exhibit 'A', is not based upon the rules involved. Conductor Deckard requests that the rules be observed."

CARRIER'S STATEMENT OF FACTS: "J. R. Deckard, an extra conductor of the Philadelphia District, made a round trip between Philadelphia and New York on Monday, March 22, 1937, in cycle No. 4 of line No. 2423, in place of a regularly assigned conductor. The trip was a regularly scheduled run in that cycle. On Monday, April 5, 1937, Conductor Deckard made another round trip between Philadelphia and New York in the same cycle of

Likewise for calculating purposes, hourage credit of 69'45" will be applied to the 9 days paid for in July.

Q-2. In the example cited in Answer No. 1 the conductor actually performed 46'35" service in line 238 in June. In the event he had accumulated 220 hours in other service during the month, what would he be allowed for the month?

"A-2. Conductor would have accumulated 266'35" hourage credit and would be paid a full month's wage and 26'35" excess.

"Example No. 1: A regularly assigned conductor, in an assignment consisting of seven conductors, lays off one round trip in a 31-day month. An extra conductor takes his place for that trip. The regular conductor having laid off one round trip only during the month will be paid 24/31 of his monthly wage. The extra conductor making the one round trip will be paid 7/31 of his monthly wage. The rule being that where portions of a month are worked, the number of days worked shall be used as the numerator and the number of days in the month as the denominator.

"Example No. 2: A conductor makes during a month one round trip in each of two regular assignments, one exceeds an average of 8 hours a day for the days paid for and the other is an under-time run. The first pays 4 days and has a credit of 35 hours. The second pays 5 days and has a credit of 38 hours. The conductor making these two round trips will be paid for 9 days at his daily rate and 1 hour at the hourly rate. Two hours of the overtime on the first round trip will be absorbed by the under-time in the second round trip; this being all the work done by this conductor in regular assignment during the month."

OPINION OF BOARD: This case involves the same situation as that dealt with in the preceding award; the only difference being that the claimant here worked in the seven trip cycle while the claimant there worked in the eight trip cycle. On the conclusions arrived at in that award this difference would be immaterial.

For the reasons stated in Award No. 617 it is held that the day, not the trip, basis is applicable to rules 19 and 21 and accordingly the claim should be sustained.

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 employe involved in this dispute are respectively carrier and employe 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 facts of record sustain the claim of the conductors.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 25th day of April, 1938.