

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John A. Lapp, Referee

PARTIES TO DISPUTE:

ORDER OF SLEEPING CAR CONDUCTORS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: "Conductor L. R. Bobbett was paid \$205.93 for services performed in January, 1937. He claims he should have been paid \$212.29. He asks for the balance—\$6.36, which represents time worked on layover January 4th and 5th."

EMPLOYES' STATEMENT OF FACTS: "This grievance has been presented under the rules of the Agreement between the Pullman Company and Conductors in the service of the Pullman Company, effective December 1, 1936. Decision of the highest officer designated for that purpose is shown in Exhibit 'A.' Rule 24, under which the claim is made, is shown in Exhibit 'B.' Conductor Bobbett was doubled out on his regular assignment on January 4th, 24 hours ahead of time. He worked 14 hours and 55 minutes within that 24-hour period and was paid one day for it. He worked a total of 256 hours and five minutes in the month. His monthly rate of pay is \$193.00. His hourly rate is 80.42¢."

CARRIER'S STATEMENT OF FACTS: "Conductor L. R. Bobbett, St. Louis District, was regularly assigned during January, 1937, to operate between St. Louis and Fort Worth, southbound in line No. 3302 and northbound in line No. 3295. He was due to report at St. Louis for his second trip in January at 1:15 P. M. January 5th, but owing to a shortage of conductors due to heavy holiday travel, he was required to 'double' out in the next preceding side, turn or cycle of the same assignment on January 4th, and he reported at 1:15 P. M. that date, 24 hours before the expiration of his layover. He completed the balance of the month in the side or cycle of the run in which he was placed on January 4th. In addition to his road service, conductor Bobbett performed 3 hours station duty on January 19th. The trains in which conductor Bobbett operated in January were late twelve times, thereby adding 11 hours, 5 minutes to his hourage credits and bringing his total credits for road service for the month to 253 hours, 5 minutes. He was paid for road service during the month a full month at his monthly rate of \$193.00, plus 13 hours, 5 minutes excess (time in excess of the basic month of 240 hours) at his hourly rate, amounting to \$10.52, and 3 hours station duty, \$2.41, making a total payment for the month of \$205.93. When this payment was questioned through the filing of a claim it was realized that an error had been made, and conductor Bobbett's time was re-computed under a proper application of the rules, on the following basis:

One month's wage	\$193.00
One day double in regular assignment—paid for on day-service basis (1/31 of \$193.00)	6.23
5 hours, 5 minutes at conductor's hourly rate ..	4.09
3 hours station duty at conductor's hourly rate	2.41
Total.....	\$205.73

Exhibit 'E' herein) to be governed in the settlement of the Bobbett claim by whatever decision is reached in the grievance of conductors Baker and Goodman. Why is Mr. Warfield claiming pay for a double in a regular assignment on an hourly basis in the Bobbett claim and on a day-service basis for a double in a regular assignment in the Baker-Goodman claims?

"The rules of the agreement have been correctly applied in the computation of time allowances to conductor Bobbett for January, 1937. There is no rule which supports his claim for payment on any different basis, and, therefore, his grievance should be denied."

OPINION OF BOARD: The board holds that under Rule 24 conductors are to be compensated for road service performed "on specified layover or relief days shall be paid for in addition to all other earnings for the month." The question to determine is in each case what service was performed on such days and fix the amount of the compensation.

In this case Conductor Bobbett performed road service within the period of specified layover time equal to one-half the round trip in line 3302-3295. The round trip pays four days and one-half the round trip would pay two days. Conductor Bobbett is entitled to two days' pay for this service. The Carrier contends that Conductor Bobbett has received two days' pay. It remains only to determine whether the two days' pay for work performed during the layover period or for some other service during the month. Conductor Bobbett is entitled to pay for one-half of the round trip in addition to all other earnings for the month.

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 contention of the employes.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 7th day of June, 1938.