

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

ORDER OF SLEEPING CAR CONDUCTORS
THE PULLMAN COMPANY

STATEMENT OF CLAIM: "Conductor F. H. Garrett, Albany District, asks for additional pay of 3/4 day for services rendered in the last half of July, 1937."

EMPLOYEES' STATEMENT OF FACTS: "This grievance has been presented in accordance with the rules of the Agreement between The Pullman Company and Conductors in the Service of The Pullman Company. Decision of the highest officer designated for that purpose is shown in Exhibit 'A'. Rules 19 and 24 are involved—Exhibit 'B'.

"Garrett was assigned to Line 1200, in which he operated during July until arrival in Albany, 7:00 a.m., July 21, with layover and relief extending to 9:15 p.m., July 22. He was sent out on Line 1550 at 11:55 p.m., July 21st—21 hours, 20 minutes ahead of the time his relief expired. He completed the one-way movement in Line 1550 before his relief time expired. As Line 1550 requires the services of 2 men and a relief, a round trip pays 2½ days, a one-way trip pays 1¼ days."

CARRIER'S STATEMENT OF FACTS: "Conductor F. H. Garrett, Albany District, was regularly assigned from July 1st to 21st, 1937, to operate between Albany, N. Y., and Montreal, Canada, in line #1200 on the following schedule:

Report for Duty			Released from Duty			Elapsed	Net Serv.	
Station	Hour	Day	Station	Hour	Day	Time	Rest	Layover
Albany	9:15	PM 1	Montreal	8:25	AM 2	11'10"	4'00"	7'10" 10'20"
Montreal	6:45	PM 2	Albany	7:00	AM 3	12'15"	3'30"	8'45" #14'15"
Total						23'25"	7'30"	15'55" 24'35"

#— 24 hours periodic relief was allowed in Albany after 2 consecutive round trips.

"Two and one-half conductors were required to fill the assignment. The schedule covering the operation of the two conductors regularly assigned to the run called for performance of two consecutive round trips followed by a 24-hour periodic relief, which service and relief covered a period of 5 days.

"Conductor Garrett operated in line #1200 without interruption of his schedule from July 1st to 21st, inclusive. He was released in Albany at 7:00 A.M., July 21st, at which time he had completed 2 consecutive round trips in the assignment, which entitled him to the regular layover in Albany of 14 hours 15 minutes, plus a periodic relief of 24 hours, and carried his time to 9:15 P.M., July 22nd, at which time he would have been due to report for line #1200; however, he did not operate thereafter during July in line #1200 because he had been assigned through bid to line #1550, a summer seasonal line between Albany and Clayton, N. Y.

line #1550—a 2½-man assignment—before taking a relief period. Had he not taken a relief until after completing 2 round trips in line #1550, he would then have been paid for 32 days in July; however, having taken a full relief period after completing only one round trip, he earned only ½ of one day's relief.

"Conductor Garrett has been paid in accordance with Rule 21 on a trip rate basis for every round trip he performed in July the number of days there were conductors in the assignments in which he worked. Such pay has included a proper pro-ration of relief as prescribed in Rule 19. There is no other basis of pay provided in the rules for trips performed in regular assignments where a month's service in a regular assignment is not completed. By paying him twice for July 22nd, the requirements of Rule 24 have also been met. The claim which Conductor Garrett has made for additional pay, therefore, is without merit and should be denied.

"This case is similar in principle to several other cases now before the Third Division; particularly the claims of Conductor E. W. Kearns, Houston District, Docket PC-582, and Conductor W. I. Bateman, Houston District, Docket PC-634, in both of which cases relief periods are involved."

OPINION OF BOARD: While the claim is for additional pay for three-fourths day for service rendered in the last half of July, 1937, the record shows the claim involves only payment for the "double" or the trip from Albany to Clayton performed between 11:55 p.m., July 21 and 8:15 a.m., July 22, 1937.

After completing two round trips in Line 1200, Albany to Montreal and return, the conductor was entitled to layover and relief at Albany from 7 a.m., July 21, until 9:15 p.m., July 22.

However, on his relief day, he made a one way trip in Line 1550, leaving Albany at 11:55 p.m., July 21, and arriving Clayton at 8:15 a. m., July 22, 1937.

Under the provisions of Rule 24 the road service performed by Garrett, Albany to Clayton, July 21-22, a relief day, should be paid for in addition to all other earnings for the month. The round trip allowance being 2½ days, the one way trip allowance would be 1¼ days.

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, in addition to all other earnings for the month, the conductor is entitled to 1¼ days' pay for road service, Albany to Clayton, July 21-22, 1937, performed on relief day.

AWARD

For the road service, Albany to Clayton, performed on relief day (July 21-22) the conductor is entitled to 1¼ days' pay, in addition to all other earnings for the month.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 8th day of September, 1938.