

Award No. 4564

Docket No. PM-4467

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: * * * * for and in behalf of William G. Gray, who is now and for some time past has been, employed by The Pullman Company as an attendant operating out of the Chicago District Commissary.

Because The Pullman Company did, under date of April 28, 1948, deny a claim filed by this Organization for and in behalf of Attendant Gray for the sums of \$7.09 and \$7.99 respectively, which the Organization maintains is due and payable to Attendant Gray for services performed during the months of January and February, 1948, respectively.

And further, because in denying this claim filed by this Organization for the above-mentioned sums, it was done in violation of the rules of the agreement between the Pullman Company and its Porters, Attendants, Maids and Bus Boys.

And further, for Attendant Gray to be paid the above-mentioned sums of \$7.09 and \$7.99 above stipulated.

EMPLOYES' STATEMENT OF FACTS: Your Petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is duly authorized to represent all porters, maids, attendants and bus boys employed by The Pullman Company.

Your Petitioner further represents that in such capacity it is duly authorized to represent William G. Gray who is now, and for some time past has been, employed by The Pullman Company as an attendant operating out of the Chicago Commissary District.

Your Petitioner further represents that Attendant Gray was operating in Line 1978 out of Chicago Commissary District and was regularly assigned to said line during the month of January, 1948.

Your Petitioner further represents that during the month of January, 1948, Attendant Gray performed service for 27½ days or 226 hours and 45 minutes and he was due to be paid at the rate of \$239.80 per month. For the above-mentioned services, he should have drawn for that month the sum of \$236.78. Attendant Gray only drew for that period \$219.28, and he was therefore short paid the sum of \$7.09.

Your Petitioner further represents that during the month of February, 1948, he operated in the same run and should have been paid for 29 days or 248

Rules 5, 13, 14, 15 and 17 uphold the Company's position. The claim of the Brotherhood of Sleeping Car Porters in behalf of Attendant Gray is without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Decision in this case is controlled by Award No. 4563.

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 Employee involved in this dispute are respectively carrier and employee 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 Company violated the Agreement.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of September, 1949.