

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 L. Farley, who is now, and for some time past has been, employed by The Pullman Company as a porter operating out of the District of Los Angeles, California.

Because The Pullman Company did, under date of June 6, 1952, through its Vice President and last officer designated by the Management to handle disputes of this character, deny the claim filed by this Organization for and in behalf of L. Farley in the Los Angeles, California District for the sum of \$25.43, which the Organization maintains is due and payable to Porter Farley under the rules of the Agreement between The Pullman Company and its Porters, Attendants, Maids and Bus Boys, represented by the Brotherhood of Sleeping Car Porters, for services performed by him during the month of March, 1950.

And further, for the claim to be allowed and the above-mentioned sum of money to be paid to Porter L. Farley.

EMPLOYES' STATEMENT OF FACTS: Your Petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is duly authorized to represent all Porters, Attendants, Maids and Bus Boys employed by The Pullman Company as it is provided for under the Railway Labor Act.

Your Petitioner further sets forth that in such capacity it is duly authorized to represent L. Farley, who is now, and for some time past has been, employed by The Pullman Company as a porter operating out of the District of Los Angeles, California.

Your Petitioner further sets forth that Porter Farley in line with his regular duties was assigned to Car Fort Cralo Mansion, Line Special, leaving Los Angeles March 8, 1950, and arriving Utica, New York March 12, 1952, with a total elapsed time of 98 hours and 30 minutes.

Your Petitioner further sets forth that this assignment was in the category of a Special Service Tour as provided for in the rules of the Agreement.

Your Petitioner further sets forth that on this particular trip, Porter Farley received a rest period aggregating 15 hours and that the 15 hours was verified by the Pullman conductor in charge. The Pullman Company

suffered any loss of sleep on the trip in question other than the 5 hours he lost on March 11, a condition which the Company does not concede existed, such loss was due to his failure or refusal to occupy the accommodations furnished.

Also, in support of its assertion that Farley suffered loss of daytime rest on the trip in question, the Organization apparently has relied upon the fact that Los Angeles Conductor C. L. Henninger verified Farley's entry on his time sheet to the effect that he had only 15 hours' sleep. However, the Company's investigation established that Farley received 27 hours' rest. On his time sheet for the second half March, 1950, copy of which is attached as Exhibit J, Farley entered in the space provided for unusual entries a statement to the effect that he had only 3 hours' rest on March 11, 1949 [1950]. The Company, therefore, did not deduct 8 hours' rest from Farley's time on March 11 but made a deduction of only 5 hours.

Finally, the Company wishes to point out that in its initial claim, dated November 8, 1951, the Organization alleged that Porter Farley was short paid \$25.43 (Exhibit B). Subsequent thereto the Company made an investigation and ascertained that through error Farley was shortpaid in the amount of \$11.16, which adjustment was made in favor of Porter Farley on the second half January, 1952, payroll. However, in its claim to the Board, dated July 1, 1952, the Organization ignored the adjustment of \$11.16 and claimed that Farley was shortpaid \$25.43. Clearly, even if the Organization's claim as presented to the Board were valid, the amount owing Farley would be \$14.27 (\$25.43 — \$11.16 = \$14.27).

CONCLUSION

The Company submits that Porter Farley was properly paid in accordance with the rules of the Agreement, with especial reference to **Rule 4. Sleep Periods**, for the extended special tour, Los Angeles-New York, reporting time in Los Angeles 10:30 A. M., March 8, 1950, and terminating in Utica, New York, at 4:00 P. M., March 12, 1950. The Organization's claim that the Company did not furnish Farley proper accommodations for daytime rest does not conform to the facts. Finally, Award 4864 supports the Company's position in this dispute.

The claim that Porter Farley was shortpaid \$25.43 is without merit and should be denied.

All data presented herewith in support of the Company's position have heretofore been submitted in substance to the employe or his representative and made a part of this dispute.

(Exhibits not reproduced).

OPINION OF BOARD: Decision here is governed by our Award No. 6368.

The sum claimed does not reflect an adjustment made by the Carrier in the amount of \$11.16 so the claim should be allowed for \$14.27 only.

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 Employees involved in this dispute are respectively Carrier and Employees 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 Agreement was violated.

AWARD

Claim sustained in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 13th day of October, 1953.