

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 A. L. Hubo, 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 A. L. Hubo in the Los Angeles, California District for the sum of \$21.35, which the Organization maintains is due and payable to Porter Hubo 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 A. L. Hubo.

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 A. L. Hubo, 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 in line with his regular duties, he was assigned to a trip from Los Angeles, California to New York City, leaving Los Angeles, March 8, 1950, and arriving New York City, March 12, 1950, with a total elapsed time of 102 hours and 25 minutes.

On the above-mentioned trip, Porter Hubo was given a rest period of 16 hours which was deducted from the total elapsed time on this particular trip. The Management, in paying Porter Hubo for this trip, paid him on the basis of 16 hours deducted. Then, subsequently thereto, on the next pay period the Company deducted the sum of \$13.71 which it maintained was for sleep or rest that this employee obtained on the above-mentioned trip.

Your Petitioner further sets forth that in connection with this matter, under date of October 25, 1950, a letter was addressed to Superintendent C. M. Fitzgerald in which it was maintained that Porter Hubo should be paid the

All data presented herewith and 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 \$2.55 so the claim should be allowed for \$18.80 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 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 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.