

Award No. 9845
Docket No. PM-9816

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Raymond E. LaDriere, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: * * * for and in behalf of W. C. Jones, who is now, and for some time past has been, employed by The Pullman Company as a porter operating out of the District of St. Louis, Missouri.

Because The Pullman Company did finally, through Mr. W. W. Dodds, Appeals Officer and last officer designated by the Management to handle matters of this sort, deny the claim filed by this Organization for and in behalf of W. C. Jones in which it was contended that on February 27, 1957, The Pullman Company did violate Rule 46 of the Agreement now in effect between The Pullman Company and Porters, Attendants, Maids and Bus Boys employed by The Pullman Company in the United States of America and Canada, when Porter Jones was not assigned to a deadhead trip, St. Louis to Fort Leonard Wood, for service out of that point to Fort Carson, Colorado, which assignment, the Organization maintains, he was entitled to under the above-mentioned rule of the Agreement.

And further, for Porter W. D. Jones to be paid such sums of money as was lost by him in wages that he would have earned had not the Agreement been violated as set forth in this claim.

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 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 Porter W. C. Jones, who is now, and for some years past has been, employed by The Pullman Company as a porter operating out of St. Louis, Missouri.

Your Petitioner further sets forth that under date of March 25, 1957, the Brotherhood of Sleeping Car Porters did, through its Fourth International Vice President in St. Louis, file claim with The Pullman Company through Superintendent W. H. Bradfield for and in behalf of W. C. Jones, in which claim it was contended that the Company violated the Agreement in not giving Porter Jones an assignment in the St. Louis District as set forth in the claim.

allegedly due him while he was on vacation (Exhibit A, pp. 5-6). In reply, the Company wishes to state that the provisions of Question and Answer 18 of the Vacation Agreement apply when a porter due an assignment operates in the manner set forth therein; i.e., is out in service and is actually deprived of a certain part of his vacation. In the instant case Jones was not due the assignment. Further, he was not deprived of his vacation either in whole or in part.

CONCLUSION: In this ex parte submission the Company has shown that Porter Jones properly was assigned to station duty on February 26, 1957, and that neither Rule 46 nor any other rule of the Agreement required the Company to assign Jones to a road service assignment St. Louis-Fort Leonard Wood-Fort Carson, reporting time 10:40 P. M., February 27, 1957. Further, the Company has shown that the Organization's contentions in this dispute are unsound and that no compensation is due Jones. Finally, the Company has shown that Awards of the National Railroad Adjustment Board support the Company in this dispute.

The claim of the Organization 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: This is a claim for compensation lost by Porter W. C. Jones who was on the list of extra employes on February 26, 1957, and after the signout period he was ordered to station duty on February 27, 1957 from 4:30 P. M. to 11:20 P. M. When he reported to the signout office on February 27 during the signout period he was told that he was due to receive an assignment deadhead to Fort Leonard Wood for service to Fort Carson, Colorado, but because he had been ordered to station duty the previous day he would not be given the assignment to road service due him.

The facts, arguments and issues are the same in this case as in Award 9844 decided this date. For the reasons set forth in that Award the claim should be sustained in conformity therewith, with the exception, however, that as to the amount to be allowed, it should not include any vacation time which we hold has nothing to do with this claim.

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 to the extent indicated in the Opinion.

AWARD

Claim sustained in conformity with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of February 1961.