

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur Stark, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: * * * for and in behalf of G. C. Garran, O. Hollins, O. B. Williams, D. Weston, L. Harrison, E. L. Carrere, G. C. Montgomery, S. H. Smith, C. Small, and L. L. Adams, who are now, and for some years past have been employed by The Pullman Company as porters operating out of the District of New Orleans, Louisiana.

Because The Pullman Company did, under date of July 30, 1957, through Superintendent E. J. O'Neill, deny the claims filed by the Brotherhood of Sleeping Car Porters for and in behalf of the above-mentioned employes, under date of July 15, 1957, in which claims it was set forth that the above named employes should be additionally paid for the hours involved at one-half of the regular rate as set forth in each of said claims, which denial was in violation of the Agreement between The Pullman Company and Porters, Attendants, Maids and Bus Boys employed by The Pullman Company, then and now in effect; said violated rules have been specifically set forth in the claims filed for each of the above named employes.

And further, for each of the above-mentioned employes to be additionally paid for the hours involved at one-half of the regular rate as required by Rule 15 of the above-mentioned Agreement.

EMPLOYEES' STATEMENT OF FACTS: Your Petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is duly authorized to represent all employes of the Pullman Company classified as porters, attendants, maids, and bus boys. And in such capacity, it is duly authorized to represent G. C. Garran, O. Hollins, O. B. Williams, D. Weston, L. Harrison, E. L. Carrere, G. C. Montgomery, S. H. Smith, C. Small, and L. L. Adams, who are now and for some years past have been employed by The Pullman Company, operating out of the district of New Orleans, Louisiana. And the above mentioned employes were all assigned to regular assignments, operating out of the New Orleans district.

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 companion case to Award 10555, (Docket No. PM-11206). The Brotherhood here submits claims of nine regularly-assigned Porters who, during the 1957 Mardi Gras Festival at New Orleans, were used to perform hotel service (sixteen similarly situated men were covered by the prior claim). Additionally, a claim is made for Porter L. L. Adams who, on February 12, 1956, during a layover period, was assigned to 13 hours' hotel service in a car parked at New Orleans.

Both the facts and parties' contentions are similar to those set forth in Award 10555; Management relies on Rule 8 to support its decision to pay straight time rates; The Brotherhood claims that Rule 15 should apply. For the reasons set forth in Award 10555, it is our conclusion that this claim must be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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 evidence fails to demonstrate that the Agreement was violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of April 1962.