

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

PARTIES TO DISPUTE:

ORDER OF SLEEPING CAR CONDUCTORS

THE PULLMAN COMPANY

DISPUTE.—Claim of 12 certain Conductors that the oldest Conductor remaining on furlough during the time Conductor P. E. West, with less seniority than all the Conductors filing this grievance, was at work, is entitled to the equivalent of the pay received by Conductor West for conductor work done by him. Such work was intermittent during the summer season of 1932, beginning with May 27.

FINDINGS.—The Third division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute waived right of appearance at hearing thereon.

From May 27, 1932, to October 15, 1932, the carrier operated a certain Pullman Car Line between New York and Montauk.

The carrier elected to engage employment of a Conductor in the afore-described service and which necessitated a temporary increase of one in the force of Conductors. In supplying such increase in force the carrier recalled Conductor P. E. West from the furlough list giving him title of Conductor-Agent at a monthly rate in excess of that authorized for Conductors, and with certain agency and solicitation duties added to those ordinarily required of a Conductor.

Conductor West was junior in point of seniority to complainant Conductors on the furlough list when recalled, and which is charged to have been in violation of agreement between the parties governing the working conditions of Conductors.

An agreement governing the working conditions of Conductors exists between the parties to this dispute bearing effective date of December 16, 1923, as Amended by Mediation Agreement dated March 1, 1928.

From the said agreement is cited Rule 8, upon which the employees rely in support of their claim in this dispute to wit:

"RULE 8. In reducing forces, seniority will prevail in selecting those to be retained in the service. When forces are increased, those who were laid off or furloughed will be returned to service in the order of their seniority, provided they have filed their names and addresses with the designated official for that purpose. Failure to report for duty within seven days from the date of notification will terminate this privilege unless an explanation satisfactory to the management is given."

The said agreement also, in effect, provides (Rule 10) that an aggrieved employee shall be "compensated for wage loss if any" in event he shall have been wrongfully deprived of right to earn the same.

It is found that there was not a compliance with Rule 8 when Conductor West was recalled from the furlough list in advance of other Conductors thereon who were his senior in point of seniority, and that the senior Conductors on said furlough list were therefore wrongfully deprived of Conductor work performed by West on the temporary assignment hereinbefore described.

AWARD

It being shown that The Pullman Company elected to employ a Conductor on the described temporary run, the senior Conductor available on the furlough list when Conductor West was used on such described temporary run, shall be

paid for each separate day the sum earned by Conductor West on the same day in his capacity as Conductor less any and all amounts earned by such senior furloughed Conductor in other Pullman Company service on that same day or days during the period May 27, 1932, to October 15, 1932.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 14th day of December 1934.