Award No. 1705
Docket No. PM-1736

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF SLEEPING CAR PORTERS

THE PULLMAN COMPANY

STATEMENT OF CLAIM: . . . For and in behalf of E. J. James who is now and for a number of years past has been employed by The Pullman Company as a porter operating out of the Chicago Eastern District. Because The Pullman Company did, under date of January 15, 1941, deny the claim of porter James originally filed August 12, 1940. And further, because The Pullman Company did, in violation of the agreement between The Pullman Company and porters, attendants and maids, effective October 1, 1937, improperly assign porter James on or about June 26, 1940, by virtue of which porter James suffered a loss of pay. And further, for porter James to be paid the amount of money that he lost by reason of having been improperly signed out in violation of the above mentioned agreement.

EMPLOYES' STATEMENT OF FACTS: Your petitioner, the Brotherhood of Sleeping Car Porters, respectfully submits that it is the duly authorized representative of all Pullman porters, attendants, maids and bus boys employed by The Pullman Company as it is provided for under the provisions of the Railway Labor Act.

Your petitioner further sets forth that in such capacity it is duly authorized to represent E. J. James, who is now and for a number of years past has been employed by The Pullman Company as a porter operating out of the Chicago Eastern District.

Your petitioner further represents that it did on or about August 12, 1940 file a claim with The Pullman Company, through Superintendent R. J. Ruddy of the Chicago Eastern District, for and in behalf of Porter E. J. James, because the Company did wrongfully assign Porter James in violation of the contract between The Pullman Company and its porters, attendants and maids, effective October 1, 1937, by virtue of which violation Porter James suffered a loss in compensation. This claim was denied by Superintendent Ruddy under date of January 15, 1941.

Your petitioner further sets forth that it did, under date of July 5, 1941, file notice with the National Railroad Adjustment Board, Third Division, of its intention to file an ex parte submission for and in behalf of Porter James in this case, and that on the same day and date copy of said notice was served on Mr. B. H. Vroman, Assistant to the Vice-President of The Pullman Company.

POSITION OF EMPLOYES: There is attached hereto and made a part hereof Exhibit A, Pages 1-2; Exhibit B; Exhibit C; and Exhibit D, containing respectively: The Organization's position in connection with this claim; the Management's position in connection with this claim, as rendered in the decision of Superintendent R. J. Ruddy; the final decision of Assistant to

1941, consummated. Because the layovers of both James and Jackson had been computed precisely in accord with the provisions of the new Rules 22 and 46, the representatives of this Company were of the opinion that this claim had been settled. (See Mr. Vroman's letter of June 5, 1941, Exhibit I, to Mr. Webster.) The Brotherhood's appeal on July 5, 1941, of this dispute to the Third Division of the National Railroad Adjustment Board came as a complete surprise to the Company.

This dispute is quite similar to that involving Porter J. W. Penny, of the St. Louis District, now also before the Third Division of the National Railroad Adjustment Board for consideration. The petitioner's confused reasoning and interpretation of the rules governing computations of layovers are further exemplified in the Penny dispute. Applying the organization's claims in the Penny case to the James dispute we would find the petitioner asking for an adjustment in pay for James of but 15 minutes instead of an estimated approximation of two days.

The layovers of Porters James and Jackson have been computed in accordance with a correct interpretation of the rules of the agreement, and, since their layovers were properly computed, they were signed out properly. The Pullman Company therefore submits that this claim is without merit and should be denied.

OPINION OF BOARD: The question here presented is whether the layover of an extra porter, who completes a round trip in a regular assignment in which a periodic relief is provided, should be computed in accordance with Rules 22 and 26 of the Agreement, effective October 1, 1937, thereby giving the extra porter the layover established by the operating schedule of the regular assignment, plus a pro-rata share of the periodic relief, or in accordance with Rules 23 and 46.

In view of the settlement previously made by the parties of a similar dispute involving Porter Glen Smith, the Board holds, under the provisions of the agreement then in effect, this claim should be sustained.

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 this claim will be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of February, 1942.