

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Sidney St. F. Thaxter, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

GULF COAST LINES

**INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY**

SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY

SUGARLAND RAILWAY COMPANY

ASHERTON & GULF RAILWAY COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

"(a) Effective November 1, 1940 the correct rate of pay for the positions of Statistician and Assistant Statistician in the Assistant General Manager's office at Palestine, Texas is \$8.71 and \$7.22 per day respectively, with an annual assignment of 306 days, also

"(b) Claim that the Statistician and Assistant Statistician be paid an additional day's pay at the rate of time and one-half for each Sunday and holiday worked from November 1, 1940 until correct rate of pay and assignment is made effective."

There is in evidence an agreement between the parties bearing effective date of November 1, 1940.

EMPLOYES' STATEMENT OF FACTS: "The positions of Statistician and Assistant Statistician at Palestine, Texas are assigned on a 365 day annual basis and pay \$7.30 and \$6.05 per day respectively.

"The work assigned to and performed on these positions consists of, and is confined exclusively to, the preparation and compiling of statistical information and reports.

"These two positions do not work every Sunday and holiday, and on the Sundays and holidays that they do work, they only work until noon. During the month of February, 1941 the two positions worked a total of only 24 hours on Sunday.

"Although the positions do not work every Sunday and holiday, the occupants of the positions must hold themselves available for work."

ploye to be paid under the Call Rule of the Agreement. Mr. Dyer was advised that all of the employes were permitted to take Saturday afternoons off, except on rare occasions, in view of which fact the Carrier considered that the seven employes should alternate in reporting at the Office on Sunday morning without penalty to the Carrier. No agreement was reached and the Carrier considers that it is still a matter subject to negotiations between the parties and that it is not a matter which is properly before your Honorable Board for decision.

"As to the time claimed for each Sunday and holiday worked November 1, 1940, until the assignments are changed: It is the contention of the Carrier that no date was set in the letter addressed to Mr. Dyer on October 13, referred to above, as to when the changes would become effective, and, therefore, employes are not entitled to extra compensation for work on Sundays and holidays until such time as an agreement can be reached between the representatives of the Carrier and the Organization as to the effective date of the change in the assignment as, if and when made.

"While the General Chairman of the Organization had notified the Carrier that the Organization was making the claim for Sundays and holidays worked since November 1, 1940, no discussion was had concerning the same at the conference on May 19 and 20, 1941, referred to above, the only matter having been discussed being with respect to the positions which the Organization proposed to change from a 365 day annual assignment to a 306 day annual assignment.

"None of the employes listed in the Carrier's statement of facts have been required to work a full day on Sunday during the time for which claim has been made and many Sundays some of the employes for whom claim is made have not worked at all.

"It is the contention of the Carrier that your Honorable Board should dismiss this case for lack of jurisdiction."

OPINION OF BOARD: In so far as the interpretation of the agreement is concerned this case involves exactly the same question as was considered in Docket No. CL-1679, Award No. 1614. We there held the letter of October 13, 1940 to be a part of the agreement effective November 1, 1940, and that it required the carrier as of November 1, 1940 to reduce all 365 day assignments not necessary to the continuous operation of the carrier to 306 day assignments without a reduction in the total pay received by the employes affected.

The positions here involved are the 365 day assigned positions of Statistician and Assistant Statistician in the office of the Assistant General Manager at Palestine, Texas. In view of the construction which we placed in Docket CL-1679, Award 1614, on the phrase "not necessary to the continuous operation of the carrier," we must hold that the assignments covered by this case should have been reduced, effective November 1, 1940, to 306 day annual assignments without any reduction of the earnings of the men employed in such positions.

For the reasons expressed in Docket CL-1679, Award 1614, we hold, however, that such employes are not entitled to time and one-half for Sundays and holidays worked since November 1, 1940 but only to the pro rata rate.

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 agreement of October 13, 1940 is supplemental to the current agreement; that it has the same effective date, viz., November 1, 1940, and applies to the positions involved in this dispute, they having 365 day assignments and not being "necessary to the continuous operation of the carrier."

AWARD

Claim (a) sustained; claim (b) sustained to this extent—that each employe be paid an additional day's pay at the pro rata rate established under claim (a) for each Sunday and holiday worked from November 1, 1940 until a correct assignment in his case shall have been made effective, less amounts actually received for regularly assigned working hours on such days.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of November, 1941.

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**INTERPRETATION NO. 1 TO AWARD NO. 1621
DOCKET CL-1677**

NAME OF ORGANIZATION: Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

NAME OF CARRIER: Gulf Coast Lines, International-Great Northern Railroad
Company, San Antonio, Uvalde & Gulf Railroad Company, Sugarland
Railway Company, Asherton & Gulf Railway Company
(Guy A. Thompson, Trustee)

Upon application of the representative of the Carrier involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning and application, as provided for in Section 3, First (m), of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

The Carrier, requesting interpretation, and the Employees, responding thereto, are in agreement that the facts, circumstances and Award in this Docket are the same as those covered by Award 1615, Docket CL-1668. This case, alike with the case covered by Award No. 1615, is governed in general by the Opinion in Award No. 1614, which is a key case controlling this and several others.

In the Carrier's request for an official interpretation of Award No. 1621, Docket No. CL-1677, and the Organization's reply thereto, the parties are in agreement that the period involves November 1, 1940, to December 1, 1941, total 395 days inclusive of Sundays and holidays.

Interpretation No. 1 to Award No. 1615 adopted this date will be applied as the interpretation to this Award No. 1621.

Referee Sidney St. F. Thaxter, who sat with the Division as a member when Award 1621 was adopted, also participated with the Division in making this interpretation.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of November, 1942.