

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

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

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

1. That Management did not properly apply provisions of Agreement between the Brotherhood and the Carrier effective July 1, 1947, and the mutually agreed upon application of Rule 56 (a) thereof, to working conditions of position of Assistant Supervisor No. 2 located in the Reservation Bureau, Grand Central Station, New York City.

2. That occupant of said position of Assistant Supervisor No. 2 be additionally compensated, representing the difference between that paid at pro rata rate and what Carrier should have paid at the time and one-half rate for all services performed on each and every Sunday, commencing July 6, 1947 to date position was abolished in October 1948.

EMPLOYEES' STATEMENT OF FACTS: (1) There is employed in the Carrier's Reservation Bureau at the Grand Central Station, New York City, a clerical force normally consisting of twenty-seven (27) clerical positions and the following supervisory force:

Manager
Assistant Manager (2)
Supervisor
Assistant Supervisor (2)

The first three named positions of the supervisory force, namely the Manager and the two Assistant Managers, are included within the Scope Rule of our working conditions Agreement with the Carrier, however, are excepted from the application of certain other rules therein contained as provided for in Rule 1 under caption "General" reading:

Only Rules 1 (b), 1 (c), 1 (d), 2, 11, 13, 15, 26, 29, 30, 31, 32, 33, 36 and 37 shall be applicable to all of the following positions in the offices specified."

The remaining three supervisory positions, i.e., Supervisor and Two Assistant Supervisors, are under Rule 1 included within the group of "clerical

OPINION OF BOARD: Claimant, an assistant supervisor at Carrier's Grand Central Terminal Pullman Reservation Bureau, claims compensation at the time and one-half rate for all Sundays worked from July 6, 1947 to October 16, 1948, the date the position was abolished.

The Reservation Bureau was supervised by a manager and two assistant managers, positions exempted from certain rules of the Agreement, and a supervisor and two assistant supervisors, positions fully covered by the Agreement. The work consisted of the assignment of space in parlor and sleeping cars on trains leaving Grand Central Terminal which was handled by the Reservation Board and similar reservations on trains at other stations handled by the Message Desk. A large number of clerks, staggered to meet service requirements, handled the work under the direction of the foregoing supervisors.

Claimant was Assistant Supervisor No. 2 whose assigned hours were 10:00 A.M. to 6:30 P.M., Sundays through Friday, inclusive. Saturday was the assigned rest day and was blanked pursuant to an agreed upon interpretation of Rule 56 (a).

Rule 56 (a) provides:

"(a) Work performed on Sundays by regularly assigned daily rated employes will be paid for at time and one-half with a minimum allowance of two hours and forty minutes, except that employes on regularly assigned positions necessary to the continuous operation of the carrier, will be assigned one regular day off duty in seven, Sunday, if possible, and if required to work on such regularly assigned seventh day off duty will be paid as above, the same as for Sunday service; when such assigned day off is not Sunday, work on Sunday will be paid for at straight time rate."

The agreed upon interpretation of Rule 56 (a) so far as applicable here is: "The understanding based upon the language, 'necessary to the continuous operation of the carrier' is included, is that it is recognized some positions are absolutely necessary to be worked on Sundays, but that on some other regularly assigned relief day, very little or none of the duties of such positions are required to be performed, the occupant of such positions will be paid at the straight time rate for Sunday and the position may be left uncovered on the relief day. * * *"

The parties to the dispute are in accord that the position is necessary to the continuous operation of the Carrier and necessary to be worked on Sunday. The Organization contends that the position was not properly blanked on Saturdays for the reason that there was work of the position to be done in excess of "very little or none" as that term is used in the agreed upon understanding with reference to Rule 56 (a).

A joint check was made of the duties of the position to be performed on Saturdays. It shows that an assistant manager performs work of the position for one hour if it becomes necessary, the supervisor spends a minimum of one-half hour performing the duties of the position, and the incumbent of the other assistant supervisor's position spends a minimum of one hour in the performance of the duties of the position. The conclusion arrived at in the joint check is: "In other words, there is an absolute minimum of one hour and a half spent covering Assistant Supervisor No. 2's position on Saturdays by non-excepted positions, and the possibility that an undeterminable portion of one hour may be spent covering the same position by the incumbent of an except Assistant Manager's position."

As we view it, the joint check shows that the duties of the position on Saturday are in excess of "very little or none" as that term is used in the agreed upon understanding of Rule 56 (a). The Carrier takes the position that the quoted words mean that substantial or a substantial portion of the duties must be performed on Saturday to require the assignment of a relief employee. The language will not bear this interpretation. The words "very

little or none", given their usual meaning, indicate that the position will be blanked if there is no work to be performed or if the quantity is trifling.

The claim for additional compensation is grounded on a right to time and one-half for Sunday service. We fail to find a basis for any such claim. The position was one necessary to the continuous operation of the Carrier. Sunday work on such a position is to be paid at straight time, whether Rule 56 (a) or the agreed upon understanding thereof controls the result. Whether work of the position in excess of "very little or none" was performed on Saturday is important only in determining if the position was properly blanked on Saturday. No claim is here made with reference to the failure of the Carrier to fill the position on Saturdays. It follows that the first paragraph of the claim should be sustained and the second paragraph thereof 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 Employees involved in this dispute are respectively carrier and employees 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 as charged.

AWARD

Claim (1) sustained. Claim (2) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 2nd day of March, 1950.