

**Award No. 3555**

**Docket No. CL-3499**

**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 CENTRAL RAILROAD COMPANY OF NEW JERSEY**

**(Walter P. Gardner, Trustee)**

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

1. Carrier be required to comply with the provisions of Rule No. 31, paragraph (d) of the Clerks' Agreement effective March 1, 1944, and supplemental Agreement, section (B) effective July 1, 1944, in establishing a rate for the position of Telephone Information Clerk at Broad Street Station, Newark, New Jersey.

2. The correct basic daily rate for the position is \$6.72 per day effective June 14, 1945.

**JOINT STATEMENT OF FACTS:** A position of Telephone Information Clerk at Broad Street Station, Newark, New Jersey was first established about fourteen years ago at a rate of \$105.00 per month (306 day basis), covering assigned hours 9:00 A. M. to 6:00 P. M.—lunch period 1:15 to 2:15 P. M.—seven days per week, with assigned relief day on Sundays, and was in effect each year from about May 30th to September 5th, with national increases applied for the rate, establishing a rate of \$6.04 per day during the 1944 season.

The position was last discontinued on September 4th, 1944, and in restoring the position for the 1945 season, a dispute has arisen between the Carrier and the Organization with regard to the proper rate of pay.

The Organization believes that it should be considered as a new position and the rate of pay should be established by agreement between the Management and the General Chairman based on rates of analogous positions in the same seniority district.

The Carrier believes that it should be considered as the restoration of a previously established position and the rate of pay based on the rate in effect for the same position in the previous year.

**POSITION OF EMPLOYES:** There are but two questions to be determined by your Board. First, was the position of Information Clerk at Broad Street Station, Newark, New Jersey, a new position within the meaning of the rules when bulletined to the affected employees on June 11, 1945.

information inquiries from the public are confined almost entirely to Central Railroad passenger train operations, although at Red Bank and Asbury Park the Information Clerks must be familiar with schedules and connections on both the Central Railroad and Pennsylvania Railroad. Of the four locations where Information Clerks are employed on this railroad, the duties and responsibilities at Broad Street, Newark are the least important even though the established rate of pay is substantially in excess of the rates paid positions of the same classification at Red Bank and Asbury Park.

It is a fact that the Assistant Vice President of the Reading Company conducted some agreement revision negotiations with the Clerks' Organization prior to 1944. The Organization will not deny that practically every rule that was tentatively negotiated between the Organization and the Assistant Vice President of the Reading Company was completely rewritten and, in many cases, entirely different meanings and understandings reached when the agreement currently in effect was negotiated on this property, in conformity with the provisions of the Railway Labor Act, as amended. There was no discussion during agreement negotiations with this Carrier concerning any understanding which the Organization may have had with the Assistant Vice President of the Reading Company relating to the issue herein involved. Any prior discussion or exchange of correspondence between the Organization and the Assistant Vice President of another railroad having no connection with this Carrier at the time the existing agreement between the Organization and this Carrier was entered into, obviously cannot be considered in connection with this case.

The Carrier believes that the Board will deny this claim as to do otherwise would have the effect of establishing a new rule, contrary to all past practices in the negotiation of rates of pay for new and re-established positions.

**OPINION OF BOARD:** A position of Telephone Information Clerk at Broad Street Station, Newark, New Jersey, was established about fourteen years ago at a rate of \$105.00 per month on an annual basis of 306 days. The position existed from about May 30th to September 5th of each year. General increases in pay have advanced the rate until it was fixed at \$6.04 per day in 1944. The position was discontinued on September 4, 1944. This dispute arose over the correct rate to be applied in 1945.

The Organization contends that the following rules are essential to a proper consideration of the case:

"The rates for new positions shall be in conformity with the rates of analogous positions in the seniority district where created or in comparable localities and shall be established by agreement between the Management and the General Chairman." Rule 31(d), current Agreement.

"Until such agreed upon formula is applied, no new clerical positions will be established with a rate less than \$6.24 per day." Section B, Supplemental Agreement of July 1, 1944.

We are of the opinion that the restoration of an abolished position is the creation of a new position within the meaning of Rule 31(d). The negotiations of the parties preliminary to the formulation of the Supplemental Agreement of July 1, 1944, clearly indicates that this was the interpretation intended by the parties.

The more serious question is the determination of the correct rate to be applied to the positions. Rule 31(d) provides that it shall be the rate of analogous positions in the seniority district where created or such positions in comparable localities. The rate must therefore be determined by applying this rule to the factual situation as disclosed by the evidence in the record.

The Organization contends that the only analogous positions in the seniority district are the Telephone Information Clerks at the Liberty Street Terminal in New York City. The duties of the position presently before us

require the incumbent to have a complete knowledge of train and bus connections along the seashore. The Organization asserts that the only additional work performed by Telephone Information Clerks at Liberty Street Terminal is the relaying of off-line Pullman reservation telephone messages which required about twelve minutes' time per day by each of the four Clerks. The Clerks at Liberty Street Terminal are rated at \$6.72 per day. The Broad Street Station Clerk is assigned the minimum rate of \$6.24 per day.

The Carrier says that the Telephone Information Clerks at Liberty Street Terminal are located in the only office of this Carrier in New York and are required to answer inquiries pertaining to the Reading Company and the Baltimore & Ohio whose New York City passenger traffic is handled by the Carrier. They are required to interpret and quote rates and routes from passenger tariffs furnished them without the assistance of a ticket agent. They also handled off-line Pullman and other passenger reservations originating at on-line ticket offices. The Carrier further states that Information Clerks at Newark, Red Bank and Asbury Park assist local ticket agents in answering train information and that they are not required to interpret and quote rates and routes from tariffs. The Carrier states also that Information Clerks at Broad Street Station are confined almost entirely to Carrier's line in answering telephone inquiries.

From a consideration of all the evidence in the record, we do not think the Organization has established by a preponderance of the evidence that the position of Telephone Information Clerk at Broad Street Station was analogous to the Telephone Information Clerk positions at Liberty Street Terminal in New York. There is, therefore, no competent evidence in the record that the rate of \$6.24 per day was an improper one.

We conclude that although the Carrier failed to comply with Rule 31(d) in establishing the position, there was no violation of the Agreement in the rate of pay assigned to the position insofar as the record before us is concerned.

**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 there was a violation of the Agreement to the extent shown by the Opinion.

#### AWARD

Claim (1) sustained. Claim (2) remanded.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson,  
Secretary

Dated at Chicago, Illinois, this 22nd day of May, 1947.