

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**

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

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

(a) The carrier has violated and continues to violate the rules of the Clerks' Agreement when it declined and continues to decline to reclassify as First Grade Mail Handlers, rate \$6.35 per day, six positions now classified as Second Grade Mail Handlers, rate \$5.68 per day, employed at the Baggage and Mail Room, Sacramento, California.

(b) That employees W. I. Troutman, L. Baker, D. Dawson, L. J. Johnson, L. Lawson and M. Cereceres, and/or their successors, occupying respectively, Positions Nos. 104, 111, 112, 113, 115 and 121, be reclassified as First Grade Mail Handlers, with rate of \$6.27 per day, November 4, 1941 to November 30, 1941, and at rate of \$6.35 per day, December 1, 1941 and thereafter, subject to any general wage increases or decreases or negotiations as to change in rate.

In explanation of the different rates of pay in the period November 4, 1941, to date submission was prepared, the Board will please understand there was granted by mediation an increase of 9¢ per hour effective September 1, 1941, and an additional 1¢ or total of 10¢ per hour effective December 1, 1941.

EMPLOYEES' STATEMENT OF FACTS: An agreement bearing date of October 1, 1940, as to rules and working conditions, is in effect between the parties to this dispute. The employees involved in this claim are covered by the agreement.

As a result of Arbitration Award in 1927, which became effective as of January 1, 1927, there were established for all positions then in existence on Southern Pacific (Pacific Lines) and coming within scope of Clerks' Agreement with the carrier, classifications and rates of pay, which classifications and rates of pay were and are part and parcel of our agreement with the carrier and subject to change only by agreement between the employees and the carrier, through orderly and prescribed procedure under the provisions of the Railway Labor Act and our working agreement with the carrier.

Following the Arbitration Award of 1927, as hereinbefore referred to, the classifications and rates of pay were, for ready reference, set up on forms designated and thereafter known as Form C-21 Final.

For the Board's ready reference, we show as Employees' Exhibit "A," a copy of Page 12, Form C-21 Final, Sacramento Division, whereon is shown Mail Handlers—First Grade, final rate \$5.15 per day, and Mail Handlers—

Rule 5 is as follows:

"The wages for new positions shall be in conformity with the wages for positions of similar kind or class in the seniority district where created."

Positions Nos. 104, 111 and 112 have been in existence prior and subsequent to 1927. Positions 113, 115 and 121 when established as new positions were properly classified as Mail Handlers-Second Grade and the rate for said positions was established in conformity with the rates paid for positions of similar kind and class in the same seniority district, namely, other positions of Mail Handler-Second Grade at Sacramento. Obviously, therefore, Rule 5 in no way supports the claim in this docket.

Rules 6 and 7 are as follows:

"**RULE 6.** Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules."

"**RULE 7.** Employes temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employes temporarily assigned to lower rated positions shall not have their rates reduced."

A 'temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment."

It is apparent that the above-quoted rules are in no way applicable to the claim in this docket.

It appears to the carrier that the petitioner picked at random six positions of Mail Handler-Second Grade at Sacramento and claimed that said positions should be reclassified as Mail Handler-First Grade. Evidence of this fact is found in connection with Positions Nos. 111 and 121; Louis Baker was employed and assigned to Position No. 111 on February 14, 1942, and M. Cereceres was assigned to Position No. 121 on March 22, 1942, and prior thereto was engaged as a trucker at the Sacramento Freight Station.

The carrier submits that the claim in this docket is merely a claim for an increased rate of pay on behalf of the claimants. The matter of increases in rates of pay is not properly referable to this Board and this Board is without jurisdiction or authority to grant or award increases in rates of pay.

CONCLUSION

The carrier asserts that it has established that the claim in this docket is without basis or merit and therefore respectfully submits that it should be denied.

OPINION OF BOARD: The claimants are classified as Mail Handlers-Second Grade and are employed in the Sacramento Station Mail Room. They received this classification as a result of negotiation, the details of which appear in the record as Form C-21 Final. Form C-21 Final issued in 1927 classifies the mail handlers in the Sacramento Seniority District as Mail Handlers-First Grade and Mail Handlers-Second Grade. At the time of this classification there were three Mail Handlers-First Grade. They worked around the clock performing the work of their positions which included the supervision of the Mail Handlers-Second Grade. In 1928, the three Mail

Handlers-First Grade were reclassified as Mail Foremen. Since that date there have been no employees classified as Mail Handlers-First Grade in the Sacramento Seniority District. The work has been done by the three Mail Foremen and the Mail Handlers-Second Grade. The six claimants contend that they are doing the work of Mail Handlers-First Grade and ask that they be reclassified as such and be given the rate of pay of that classification.

The duties of a Mail Handler-Second Grade at the time Form C-21 Final was agreed upon appear to be as follows: "(a) Unload and sort incoming mail pouches from trains; deliver such mail pouches to the U. S. Post Office located within close proximity of the baggage room. (b) Pick up outbound mail pouches loaded on trucks at the U. S. Post Office; sort said mail pouches and load same on trains. (c) Load and unload baggage on and from baggage cars." The duties of a Mail Handler-First Grade were at that time described as follows: "Supervise and direct the Mail Handlers-Second Grade in the performance of their duties as mentioned above." This recitation of duties of mail handlers at Sacramento at the time Form C-21 Final was agreed upon does not appear to be directly contradicted by the employees' organization.

It is quite evident that the duties of the Mail Foremen were similar to those of the Mail Handlers-First Grade in that they were supervisory only. We are inclined to agree with the carrier that the duties of the two were very similar, if not identical. But this does not answer the question which this case raises. The question is whether claimants are actually doing the work of a Mail Handler-First Grade within the assignments contemplated by Form C-21 Final.

The employees' organization continually refers to the mail handlers' set-up at Oakland Pier Platform. We do not think the set-up at that point has any application to the Sacramento Seniority District. The assignments contained in Form C-21 Final contemplated a more extensive mail handlers set-up at that point. Mail Foremen, in addition to Mail Handlers-First Grade and Mail Handlers-Second Grade, were provided for. New supervisory positions have been created there. This has been due to the fact that Oakland Pier Platform serves more than five times the population as does Sacramento. In any event, the attempt of claimants to compare their duties as Mail Handlers-Second Grade with those in the Oakland Pier Seniority District will not tend to sustain their case. The question resolves itself into this: Are claimants, or any of them, supervising and directing Mail Handlers-Second Grade in the performance of their duties as they are defined in the Sacramento Seniority District?

Claimants urge that they "are required to have a thorough knowledge of mail distribution and be able to promptly and efficiently make necessary separation of sacks for given trains, taking into consideration towns, junctions, connecting points, etc. on the route to be followed by those trains; they must be competent to make any necessary separations of mail placed in a mail storage car or cars, know what mail is to be transferred to connecting trains, in other words, must have all the knowledge necessary to see that mail is properly separated and loaded and generally to direct the activities of the Mail Handlers-Second Grade." We submit that all such duties except "generally to direct the activities of the Mail Handlers-Second Grade," are those designated in the Sacramento Seniority District as the duties of a Mail Handler-Second Grade, whatever they may be on some other seniority district.

The record fails to recite the facts as to their supervising and directing Mail Handlers-Second Grade in the performance of their duties. Consequently, we cannot say from this record whether or not these claimants are performing the work of a Mail Handler-First Class. We must therefore remand the case for further consideration on the property with instructions to proceed as follows: 1. That the duties of Mail Handlers-First Grade and Mail Handlers-Second Grade in the Sacramento Seniority District be specifically stated if they be any different than when assigned after the adoption of C-21 Final.

2. That a joint check of the duties of each of these claimants be made. 3. That the facts as to the temporary or permanent nature of the work alleged to warrant a reclassification be recited. 4. That the time devoted to work alleged to be that of Mail Handlers-First Grade be calculated. 5. That any other pertinent circumstances be pointed out which bear upon the question whether the claimants should or should not be reclassified as Mail Handlers-First Grade.

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 record is so indefinite and incomplete that a basis for an affirmative award or a denial thereof does not exist.

AWARD

Claim remanded for further proceedings on the property in accordance with the opinion of the Board.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of October, 1944.