

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Livingston Smith, Referee

PARTIES TO DISPUTE:

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

THE CINCINNATI UNION TERMINAL COMPANY

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

(a) That the Carrier violated the provisions of the Clerks' Agreement when on January 25, 1952, it ordered W. H. Kennedy, a Baggage and Mail Handler (basic rate \$1.348 per hour) to sort mail from inbound storage mail cars to the conveyor belts and did not compensate him at the rate of Mail Sorter (basic rate \$1.426 per hour).

(b) That W. H. Kennedy be paid an additional amount of \$.078 per hour for the eight hour tour of duty on January 25, 1952, and subsequent dates that such service was performed.

(c) That the following employees be paid in the same manner for service performed on regular work days and penalty rate for each holiday:

C. E. Crawford	—February 21, 1952 and subsequent dates.
E. F. Finke	—February 21, 1952 and subsequent dates.
R. N. Shelton	—February 28, 1952.
C. E. Torline	—February 26, 1952 and subsequent dates.
J. B. Milburn	—February 22, 1952 and subsequent dates.
J. H. Clark	—February 22, 1952 and subsequent dates.
C. W. Gramke	—February 22, 1952 and subsequent dates.
I. C. Venables	—February 22, 1952 and subsequent dates.
R. L. Walker	—February 22, 1952 and subsequent dates.
E. B. Clayton	—February 21, 1952 and subsequent dates.
A. W. Steinborn	—February 25, 1952 and subsequent dates.
J. B. Dickman	—February 21, 1952 and subsequent dates.
W. M. Collins	—February 22, 1952 and subsequent dates.
James Reeves	—February 22, 1952 and subsequent dates.
L. H. Gaines	—October 10, 1952.
Lonnie Mincey	—October 24, 1952.

Willie True	—October 24, 1952.
Maceo Render	—October 24, 1952.
Luther Wilson	—October 24, 1952.
Gus Huffman	—September 26, 1952 and subsequent dates.
Brooks Spencer	—September 26, 1952.
D. J. Moultrie	—September 26, 1952.
Arthur Briede	—September 26, 1952.
Emerson Adams	—September 26, 1952.
Troy Stillwell	—September 26, 1952.

(d) That all other Baggage and Mail Handlers who are similarly affected but not mentioned in this claim be paid properly as Mail Sorters when performing the duties of Mail Sorters, retroactive to the time the first claim was presented in favor of W. H. Kennedy, January 25, 1952.

EMPLOYES' STATEMENT OF FACTS: This dispute first arose in January, 1952. Previous to this time a Mail Sorter was always used to sort mail from the inbound storage mail cars to the conveyor belts. In this operation the Baggage and Mail Handlers located in the car brought the sacks to the Mail Sorter at the door of the car for him to make proper separation to the conveyor belts. There was no requirement that the Baggage and Mail Handler even look at the tag on the mail sack. Such employe merely performed the manual labor to move the mail sack from one spot location within the car to another adjacent to the Mail Sorter.

On or about January 10, 1952, instructions were issued by the General Baggage and Mail Agent to the Foremen at the Mail Building to discontinue using Mail Sorters to sort mail from the inbound storage mail cars and use only Baggage and Mail Handlers to do this work and only at the Baggage and Mail Handler's rate of pay. Heretofore, if it was necessary for the Carrier to use a Baggage and Mail Handler to sort this mail he was paid the higher rate of Mail Sorter. This was in effect ever since our Terminal opened in 1933, and under our former agreement and also under our present agreement which became effective July 1, 1946, and continued in effect until the instructions were issued as stated above.

POSITION OF EMPLOYES: In support of the Employees' position we are quoting in whole or in part the following Rules of the Clerks' Agreement:

"Rule 1—Scope (effective September 1, 1949)

"(A) * * *

"Group 2. Other employes, such as elevator operators, messenger, office boys and/or office girls, mail and baggage handlers, tractor and truck operators, station and stores department laborers and truckers, janitors and cleaners, and others similarly employed."

"Rule 12—Bulletins. (effective July 1, 1946)

"A * * * bulletin to show location, title, hours of service, assigned meal period and rate of pay, * * *."

"Rule 15—Individual Rate Changes. (effective July 1, 1946)

"Except when changes in rates result from negotiations for adjustment of a general nature, the changing of a rate of a particular position shall constitute a new position, unless otherwise agreed to between the management and the General Chairman, or their representatives."

The employees in their claim show names of certain employees, date of claim and "subsequent dates." The Company contends it is necessary for the employees to furnish all dates to the Third Division. Paragraph (d) is a very vague claim and Company must insist that names of such employees be furnished to the Third Division. Employees are claiming 8 hours at Mail Sorter's rate while file shows employees stated claimant only worked 2 hours and under our rules agreement he is entitled to time actually worked.

The Company has shown that the above claim is without merit and there is no basis for paying a Baggage & Mail Handler the Sorter's rate of pay for the Handler's work due to fact this incidental sorting was taken into consideration when rates were increased in year 1935.

All data has been made known to, discussed with, and is known by the employees' representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The confronting dispute concerns the sorting of Mail by Baggage and Mail handlers who are assigned to sort mail from inbound storage mail cars, and who, it is alleged, are entitled to receive compensation at the Mail Sorters' rate rather than at the Baggage and Mail Handlers' rate. The difference in the hourly rate on these positions amounts to \$.078 per hour. This Board is asked to find that the manner in which the sorting is accomplished is such that those performing same are entitled to receive the higher rate.

All mail is handled or sorted from the inbound storage Mail Cars through the utilization of moving belts of which there are two sets, each set being comprised of two belts. All mail is placed on one or the other of these sets of belts, one of which is designated as the Terminal Belt, the other carrying the designation of Depot Belt. All mail placed on the Terminal Belt is carrier to a post office facility where the mail is further processed by Postal employees while all mail placed on the Depot Belt is further processed by Union Terminal employees who are covered by the presently effective Agreement.

The Organization asserts that prior to the presentment of this claim on or about the 25th day of January 1952, that the sole duty of the Baggage and Mail Handlers was to bring the bag or sacks of Mail from the interior to the door of the car without noting or reading the tag attached to each indicating the facility to which it should be sent, while the Mail Sorter, who is paid a higher rate, stood at the Mail Car door, read the tag indication, and placed each sack on the belt moving to the proper destination. It was further contended that in determining even an initial destination for the Mail sacks the Baggage and Mail Handlers were performing Mail Sorter work, and lastly that settlements on the property had provided for payment of the higher rate for work performance in an identical manner, as was here required of the Claimants.

The Respondent took the position that the unloading of Mail sacks from the car to the conveyor belts was not Mail Sorting work but that placing the sacks on different belts was only a function incidental to the unloading of the Mail Cars which had always been the custom and practice on the property. It was further asserted that performance of the duties here in dispute were taken into consideration when the classification of Laborer had been changed to that of Baggage and Mail Handler.

We are of the opinion that the placing of Mail sacks on either one or the other of two sets of conveyor belts by the group of employees classified as Baggage and Mail Handlers was accomplished by separation in accordance with a fixed classification readily determinable by simple tag designation. In placing the Mail sacks on the proper belt leading to the destination indicated by the said tag designation only a single, initial separation or process was accomplished. The change of classification from Laborer to Baggage and Mail Handler with a corresponding increase in the hourly rate, regardless of for what other purposes, undoubtedly comprehended the performance of

more than mere labor. The record indicates that Mail Sorters make several separations or sortings with new designations for such reworked mail. This has never been required of the Baggage and Mail Handlers. We, therefore, conclude the work here complained of was not Mail sorting but was merely a phase of the overall task, and as such was an incidental part of their work of removing sacks of Mail from the train. The Organization's assertion of settlements on the property to the contrary, is not supported by the record.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 25th day of February, 1957.