

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

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 that:

(a) Carrier violated and continues to violate Rule 29, paragraph (c), of the Clerks' Agreement effective September 1, 1949, and the Agreement signed at Chicago, Illinois, dated August 21, 1954, with respect to the "Note" under Section 1 of Article II, as well as Sections 3 and 5 of that Article, and

(b) Carrier shall now pay four (4) additional hours at the pro rata rate for time worked and eight (8) additional hours at the pro rata rate as holiday pay to the following regularly assigned employees, at their respective rates of pay, for Tuesday, September 7, 1954 (due to the Monday holiday, September 6, 1954, falling on the Monday relief day of their assignment):

Andrew Kath	— Ticket Clerk
Alva Bennett	— Ticket Clerk
Loretta Perkins	— Reservation Clerk
Harold Schmidt	— Cash Clerk
Kathryn Hayes	— Tel. Operator
John Divens	— Counterman
Ruben Percer	— Janitor
Sarah Wiley	— Janitress
Chas. Scalese	— Janitor
W. G. Ruff	— Cabin Clerk
John Wagner	— Cabin Clerk
R. H. Sledge	— B&M Handler
E. J. Barton	— B&M Handler
H. E. Easton	— B&M Handler
Curtis Evans	— B&M Handler
Tom Wheeler	— B&M Handler
James McGee	— B&M Handler
W. M. Collins	— B&M Handler
H. H. Turney	— Mail Sorter
W. E. Ruff	— Mail Sorter
E. Schenault	— Mail Sorter
T. L. Wilkerson	— Mail Sorter
Jesse Turner	— Mail Sorter
T. J. Lankford, Jr.	— Mail Sorter

Howard Leake	— Mail Sorter
Gus Huffman	— Mail Sorter
J. W. Marshall	— Mail Sorter
M. L. Sharpley	— Mail Sorter
H. B. Shorter	— Mail Sorter
H. Patterson	— Engine Dispatcher
R. W. Fischer	— Clerk
T. H. Wieck	— Garage Attendant
V. Price	— Station Attendant
S. L. King	— Station Attendant
A. A. Metzler	— Rec. & Del. Clerk
Henry Henderson	— B&M Handler
F. R. McVay	— B&M Handler
Cleve McKinney	— B&M Handler
H. R. Payne	— B&M Handler
H. E. Smedley	— B&M Handler
F. E. Townsend	— Mail Sorter
Lester Peters	— Mail Sorter
F. Juengling	— Mail Sorter
C. Williamson	— Mail Sorter
R. E. Kelley	— Mail Sorter
F. R. Smith	— Mail Sorter
E. C. Belvin	— Mail Sorter
Cast Steel	— Mail Sorter
James Beck	— Tractor Operator
J. J. Maher	— Tractor Operator
P. S. Colwell	— Tractor Operator
C. H. Kuttig	— Tractor Operator
Salin Perry	— Tractor Operator
C. B. Clark	— Tractor Operator
James Brazile	— Tractor Operator
J. L. Craddock	— Tractor Operator
Josiah Johnson	— Tractor Operator
A. F. Briede	— B&M Handler
D. B. Walker	— Mail Sorter
John Maroin	— Mail Sorter
James Cross	— Mail Sorter
Arthur Smith	— Mail Sorter
R. E. Mahanes	— Mail Sorter
Eddie Williams	— Mail Sorter
Herber Martin	— Mail Sorter
J. Scholl	— Steno-Clerk
H. Schick	— Clerk
R. E. Thomas	— Asst. Foreman
L. L. Webster	— Asst. Foreman
J. Carroll	— Asst. Foreman
O. Turner	— Asst. Foreman
J. T. Breeden	— Baggage Checkman
J. S. Dorger	— Baggage Checkman
Frank Lewis	— Rec. & Del.
L. M. Carr	— R. R. Mail Handler
C. W. Ireton	— R. R. Mail Handler
Joe Bens	— Milk Handler
Tom Kelley	— Mail Sorter
J. Leopper	— Mail Sorter
J. Bennett	— Mail Sorter
J. C. Rust	— Mail Sorter
Howard Taylor	— Mail Sorter
R. Luebbering	— Mail Sorter
G. H. Zwiesler	— Mail Sorter
J. J. Meece	— B&M Handler
G. F. Smith	— B&M Handler
J. H. Klaserner	— B&M Handler
L. C. Deininger	— B&M Handler
E. Forte	— B&M Handler

M. Salzarulo	— B&M Handler
F. I. Dueil	— B&M Handler
L. D. Romito	— B&M Handler
Lloyd Bates	— B&M Handler
H. Stewart	— B&M Handler
J. E. Kingcade	— B&M Handler
N. L. Spangnuolo	— B&M Handler
Geo. Thornton	— B&M Handler
J. A. Ervin	— B&M Handler
Calvin Carter	— B&M Handler
C. W. Gramke	— B&M Handler
E. J. Sensel	— B&M Handler
W. H. Kennedy	— B&M Handler
C. J. Williams	— B&M Handler
A. Williams, Jr.	— B&M Handler
H. J. Best	— B&M Handler
G. Stomer	— B&M Handler
L. Murray	— B&M Handler
Charlie Brown	— B&M Handler
J. T. Griffin	— B&M Handler

All of the above-mentioned employees qualified under Section 3 of Article II, of the Chicago Agreement of August 21, 1954, as compensation other than sickness was credited to the work days immediately preceding and following such substituted holiday, September 7, 1954: namely, Saturday, September 4 and Wednesday, September 8, 1954; and

(c) Carrier shall now pay four (4) additional hours at the pro rata rate for time worked and eight (8) additional hours at the pro rata rate as holiday pay to the following regularly assigned employees at their respective rates of pay for Wednesday, September 8, 1954 (due to the Monday holiday, September 6, 1954, falling on the Monday relief day of their assignment):

Grace Mercer	— Tel. Operator
Ed Kroeger	— Ticket Clerk
Sara Armsey	— Ticket Clerk
Mary Thomas	— Tel. Operator
Marg. McConnell	— Ticket Clerk
Ruby Sullivan	— Reservation Clerk
Edna Patten	— Tel. Operator
Ben Stith	— Counterman
F. Scheidenberger	— Counterman
J. Heugel	— Countrmn. Trk. Dri.
Louise Williams	— Janitress
Herman Williams	— Janitor
Sarah Fitch	— Janitress
O. Lenning	— Cabin Clerk
A. L. Slavins	— Cabin Clerk
W. L. Fleming	— Clerk-Caller
F. W. Hood	— Clerk
E. Medlin	— Garage Attendant
R. Fahle	— Station Attendant
J. B. Sommers	— Clerk
A. W. Wedel	— Foreman
W. Bender	— Foreman
C. B. Wall	— Asst. Foreman
B. Chaliff	— Asst. Foreman
R. B. Miley	— Asst. Foreman
H. B. Frederick	— Clerk
W. L. Smith	— Clerk
J. V. Vocele	— Train Checker
L. Patrick	— Mail Sorter

B. L. Zerhusen	— Mail Sorter
R. E. Case	— Mail Sorter
C. M. Gailey	— Mail Sorter
T. L. Hunter	— Mail Sorter
J. Flottman	— Mail Sorter
J. H. Webster	— Mail Sorter
R. N. Shelton	— Mail Sorter
A. Stephens	— Mail Sorter
J. D. Thomas	— Mail Sorter
R. L. Walker	— Mail Sorter
J. G. Hopper	— Mail Sorter
L. G. McKinney	— Mail Sorter
W. H. Thompson	— Mail Sorter
R. L. Redix	— Mail Sorter
I. W. Miles	— Mail Sorter
R. Paragin	— Mail Sorter
Robt. Bray	— Mail Sorter
R. Cottrell, Jr.	— Mail Sorter
Gus Thompson	— Mail Sorter
H. P. Phelia	— Mail Sorter
W. R. Beck	— Mail Sorter
A. Daly	— Mail Sorter
H. G. Morgan	— Mail Sorter
W. O. Lockett	— Mail Sorter
H. Champion	— Mail Sorter
M. W. Render	— Mail Sorter
T. Stillwell	— Mail Sorter
Russell Jacobs	— Mail Sorter
W. Marble	— Tractor Operator
P. Mangan	— Tractor Operator
C. Bolton	— Tractor Operator
J. W. Smith	— Tractor Operator
H. Devore	— Tractor Operator
H. Johnson	— Tractor Operator
D. L. Mangino	— Tractor Operator
C. W. Collier	— Mail Handler
Sam Johnson	— Mail Handler
H. Rader	— Mail Handler
F. Helferich	— Mail Handler
W. E. Diskin	— Mail Handler
W. J. Huff	— Mail Handler
E. McCasling	— Mail Handler
P. H. Stewart	— Mail Handler
R. C. Holthaus	— Mail Handler
J. S. Day	— Mail Handler
Shellie Mitchell	— Mail Handler
P. Washington, Jr.	— Mail Handler
J. H. Reeves	— Mail Handler
R. Glacken, Jr.	— Mail Handler
W. H. Rockwell	— Mail Handler
D. L. Marshall	— Mail Handler
J. A. Greenlee	— Mail Handler
E. F. Finks	— Mail Handler
M. W. Kennedy	— Mail Handler
R. N. Skirvin	— Mail Handler
R. C. Ryan	— Mail Handler
P. M. Gross	— Mail Handler
Wm. Sutton	— Mail Handler
J. D. Tipton	— Mail Handler
T. R. Black	— Mail Handler
D. Vukich	— Mail Handler
R. Tebelman	— Mail Handler
M. McKenzie	— Mail Handler
E. A. Gripshover	— Mail Handler
W. A. Terry	— Mail Handler

C. Gripshover	— Mail Handler
James Pusey	— Mail Handler
R. L. Hargrove	— Mail Handler
C. Chambers	— Mail Handler
Isaac Hill	— Mail Handler
L. D. Johnson	— Mail Handler
Wm. Keith	— Mail Handler
Jason Lewis	— Mail Handler
Geo. W. Acklin	— Mail Handler
E. Burress	— Mail Handler
E. G. Randall	— Mail Handler
D. C. Perry	— Mail Handler
S. Hensley	— Mail Handler
J. R. Burress	— Mail Handler
R. Althoff	— Mail Handler
A. H. Wullner	— Mail Handler

All of the above-mentioned employees qualified under Section 3 of Article II of the Chicago Agreement of August 21, 1954, as compensation other than sickness was credited to the work days immediately preceding and following such substituted holiday, September 8, 1954; namely, Sunday, September 5, and Thursday, September 9, 1954; and

(d) Carrier shall now pay any other regularly assigned employee who may have been similarly affected as those listed under claims (b) and (c) but whose names may have been overlooked in the compilation outlined, and

(e) That subsequent to the dates of claim herein outlined, Carrier be required to pay all regularly assigned employees in the proper manner as provided in the Rules Agreement mentioned under section (a) of this claim.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement between the parties bearing effective date of July 1, 1946, which is in the hands of your Honorable Board and by reference hereto is made a part of this submission. The Agreement has been subsequently revised by several changes including a Memorandum of Agreement in connection with establishment of the Forty-Hour Week, item 4 of which reads:

"4. Effective September 1, 1949, Rule 29, Sunday and Holiday Work, will be changed to read as follows:

"SUNDAY WORK—HOLIDAY WORK

"(A) Punitive rates for Sunday work when Sunday is one of the regularly assigned work days of the work week are eliminated. The elimination of such punitive rates does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

"(B) Work performed on the following legal holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving

All data above is known to the employees' representatives.

OPINION OF BOARD: The claims herein contemplate compensating regularly assigned employees who worked on days considered in Rule 29 (c), as follows:

1. Four (4) additional hours at the pro rata rate for time worked on each such day under Rule 29, paragraphs (B) and (C), and

2. Eight (8) additional hours at the pro rata rate as holiday pay under Article II, Section 1 of the August 21, 1954 Agreement.

The material facts in this case are essentially similar to those decided in Award 7722 and that Award will be controlling here, along with Awards 7433, 7434 and 7479 cited therein.

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, in accordance with Opinion, the claim for four additional hours at pro rata rate will be sustained under Rule 29, paragraphs (B) and (C). Claims under Article II of the August 21, 1954 Agreement will be denied.

AWARD

Claims sustained and denied in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 28th day of April, 1958.