

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

H. Nathan Swaim, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When on June 18th, 1942, it created two (2) positions at Union Station, St. Louis, Missouri, and classified them as "Stowmen" at a freight warehouse stowman's rate of pay, .6375¢ per hour, with assigned hours of—

1st shift—6:00 A. M. to 2:00 P. M.
2nd shift—4:00 P. M. to 12:00 Midnight

and failed and refused and continued to refuse to classify these positions and rate them in accordance with the wage agreement with the Clerks, i. e., as "Baggagemen at a rate of .69¢ per hour."

2. That the positions described in item 1 shall be classified as Baggage men and the rates of pay adjusted to .69¢ per hour and the occupant or occupants of the positions here involved be compensated for the difference in .6375¢ per hour and .69¢ per hour or .0525¢ per hour retroactive to and including June 18th, 1942.
3. That the positions after having been classified as Baggage men shall be bulletined to employees listed on the Class 2 seniority roster, station and yards of the St. Louis Terminal Division and assigned in accordance with the provisions of Rule 10 of the current Clerks' Agreement.

EMPLOYES' STATEMENT OF FACTS: For many years the Missouri Pacific Railroad maintained periodically at Union Station, St. Louis, three (3) or less positions which were specifically classified, listed and rated as BAGGAGEMEN, the substance of the assigned duties were:

- 1—Handle packages or baggage shipments from the doorway of the car back into the interior of the car and stow same either in bulk or line it up and place it in the car in station order.
- 2—In unloading cars—the packages or baggage shipments—the Baggage men handled them from the interior of the car to the doorway of the car where it was passed or handled out to employees of the Terminal Railroad Association.

The employees in their submission of this case to the Management contended that the two positions should be rated 69c per hour and classified as Baggage-men. To this contention the Carrier disagrees, as these men do not fulfill the duties of train baggage-men. Rules governing the classification of railroad employees prescribed by the Interstate Commerce Commission, define train baggage-men as a class of employees in which the duties of incumbents are to receive, care for and handle baggage, mail and express on trains; to operate dynamos in baggage cars when required, and to perform related work. The work assignment to these two positions does not require of the incumbent to receive, care for and handle baggage on trains as exacted of train baggage-men. These employees are of the station, warehouse and platform worker group as defined in the Interstate Commerce Commission classification of railroad employees. Their assignment consists of handling of baggage in a baggage car at a passenger station in much the same manner as a stowman would handle freight in a freight car at a freight station. They do not leave this station; their work is confined exclusively to in and outbound baggage cars arriving at and departing from the St. Louis station.

The employees further contend in their submission of this claim to the Management that a rate of 69¢ per hour is applicable to these two jobs that we put on in June, 1942 for the reason that there were positions carried as "Baggage-men" in the November 1, 1928 settlement of a wage matter between the Clerks' Organization and the railroad. It is a fact that the November 1, 1928 wage settlement included three positions of Baggage-men at the Union Station, St. Louis, which were effected by this November 1, 1928 wage settlement to the extent of increasing the rates of pay thereunder from 52¢ to 54¢ per hour. These three particular positions, however, were discontinued in 1931. The duties assigned to these jobs at that time required of them to perform baggage-men duties. They were so classified on the payrolls. They handled mail and baggage from the platform trucks into car door and then proceeded to assist the train baggage-men. The duties assigned to the existing positions are, as heretofore stated, that of a Laborer or Stowman. They do not assist the baggage-men; as a matter of fact a train baggage-man is not at all times on duty at the time the laborers are working on the inside of the baggage car, either stowing baggage therein or moving it from the inside of the car to the car door and delivering it to a truck operator, an employee of the Terminal Railroad Association. Their work, as heretofore stated, is that of Laborer (Stower) and in no manner whatsoever subject to classification of a baggage-man. The positions of baggage-man involved in the 1928 wage settlement and discontinued in 1931 are not the same as the existing position of Laborer-Stower, therefore, Rule 76 of wage agreement with the Clerks' Organization, reading:

"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,"

is not applicable.

OPINION OF BOARD: The primary question presented by this dispute is whether the two employees involved in this dispute are "Baggage-men or Stowers."

Several years prior to 1931 the Carrier established positions for the purpose of loading and unloading baggage and mail on outbound and inbound passenger trains at the Union Station in St. Louis. The positions were listed as Baggage-men. The occupants of the positions handled packages and baggage shipments from the doorway of the baggage car and placed it in the car in station order. In unloading the cars they handled the baggage from its position in the car to the doorway of the car where it was passed or handled out to the employees of the Terminal Railroad Association. The outbound baggage was brought to the car door by the employees of the Terminal Rail-

road Association who, at least in some instances, unloaded it from the trucks into the doorway of the baggage car.

It seems that during a period of about ten years prior to 1931, these positions were discontinued and reestablished several times, and that each time they were reestablished they were listed as "Baggagemen." In 1931 the positions were again discontinued or abolished and were not thereafter reestablished until in 1942 when they were again established or created and listed as "Stowmen" at a rate of .0525¢ per hour lower than the rate for Baggagemen.

The Carrier insists that when these positions were established in 1942, they were established as new positions and that since the duties more nearly corresponded to the duties of "Stowmen" than anything else the positions were classified as "Stowmen" and the pay was fixed at the same rate paid to stowmen.

The employees point out that the classification of "stowman" was never established by agreement of the parties at any other points than freight warehouse platforms where freight shipments are stowed in freight cars by "stowmen."

There seems to be considerable confusion in the record as to a correct definition of "baggage man." It seems perfectly clear from the record, however, that the occupants of these two positions after the positions were established in 1942 were doing exactly the same work as was done by the occupants of these positions before the positions were discontinued in 1931 with the exception that in 1942 they were not permitted to handle the baggage from the baggage trucks in and out of the car doors. It is not clear just how much of this they did prior to 1931, but regardless of how much of the baggage these men handled in and out of the car door from 1922 to 1931, that was not such an important part of their work as to justify a different classification when that part of the work was omitted from the duties of the positions as established in 1942. The carrier, prior to 1931, classified these positions on the payrolls as "Baggagemen." In its submission, it says "The duties assigned to these jobs at that time required of them to perform baggagemen duties." If they performed "baggagemen duties" prior to 1931, they have been performing "baggagemen duties" since 1942. Two of the men who formerly occupied these positions are now again occupying them and they say they are doing the same work now as when they formerly occupied these positions.

The Carrier should not be able to give a position involving essentially the same work and lower the rate on such position.

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 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 violated the Agreement.

AWARD

The claim, (1), (2) and (3) is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of August, 1943.