

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bruce Blake, 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 the carrier has violated and continues to violate the Clerks' Agreement:

(a) When it required and continues to require employees Roy Scott, Joe Marks, A. Helton, J. Scorsen, G. Wuelzer, Lee Bennett and J. J. Alves. and/or their successors, and any other employees so handled, classified as Baggage Truckmen, present rate sixty-seven cents (67¢) per hour, headquarters Oakland Pier, California, to daily perform service at San Francisco, California, Ferry Station, as Second Grade Mail Handlers, and fails to compensate them at the established rate for that classification, i. e., seventy-one cents (71¢) per hour (Present rate) retroactive to on or about February 1, 1941, the date on which was inaugurated the practice of sending these employees from Oakland Pier to San Francisco Ferry Station to perform service.

(b) That the employees involved in this claim be compensated for full eight (8) hours and any incidental overtime, at the current established rate of pay for Second Grade Mail Handlers, for each day service performed at San Francisco Ferry Station, retroactive to on or about February 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.

Oakland Pier is a passenger train terminal on the East side of San Francisco Bay, distant approximately three miles across the Bay from San Francisco Ferry Station, located on the west side of the Bay.

At each of these terminals are located facilities for the handling of baggage and mail.

Passengers, baggage and mail, from trains arriving at Oakland Pier, and destined to San Francisco, are transported by ferry boat from Oakland Pier to San Francisco Ferry Station; passengers, baggage and mail from San Francisco to entrain at Oakland Pier are likewise transported by ferry boat from San Francisco Ferry Station to Oakland Pier.

At each Oakland Pier and San Francisco Ferry Station, there has been and is maintained, a force to handle baggage and mail, the force at Oakland Pier being considerably greater numerically because of the larger volume of business handled through that terminal.

**OPINION OF BOARD:** Claimants hold positions as Baggage Truckmen at the Oakland Pier. They are required to go to the San Francisco Ferry Station daily to assist in handling mail. There they work along side and with Second Grade Mail Handlers—performing the same kind of work. A joint check of the situation and the work performed at the San Francisco Ferry was made which resulted in, among others, the following finding:

**"There is no distinction between the actual service performed by the baggage truckmen at San Francisco Ferry and second grade mail handlers at San Francisco Ferry."**

It seems to us this finding is conclusive of the dispute. Rule 7, the applicable rule, provides:

**"Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees 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. Assigning a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment."**

The carrier argues that Second Grade Mail Handlers must have certain qualifications other than merely handling mail at the direction of First Grade Mail Handlers; and that it is not shown that the baggage truckmen possess these additional qualifications. It may be said also that there is nothing in the record to show they did not have them. Be that as it may, under the facts shown by this record, we do not think that is a criterion by which the rights of the claimants are to be determined. They are actually performing the same service as Second Grade Mail Handlers throughout their tour of duty at the San Francisco Ferry. This is sufficient to bring them within not only the spirit but the express provisions of Rule 7. It is clear, therefore, that for the full period they are on duty at San Francisco Ferry they are entitled to compensation at the rate paid Second Grade Mail Handlers.

The claimants assert, however, that they are entitled to that rate for the full eight hours of their combined tour of duty at Oakland Pier and the Ferry Station because the majority of their work is at the latter place. The contention is based on Decisions of this Board construing rules similar to Rules 5 and 7; and upon Interpretation No. 8 to Supplement No. 7 to General Order No. 27, promulgated by the United States Railroad Administration. Rule 5 provides:

**"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."**

Interpretation No. 8 is as follows:

**"Question 1.** What method shall be used to determine the proper classification of employees coming under the provisions of Supplement No. 7 to General Order No. 27?

**"Decision.** Reclassify the position in accordance with the majority of the work regularly performed and apply the proper section or article of Supplement No. 7."

This ruling was followed by this Board in Award No. 147 under circumstances which, apparently, in all essential respects, were analogous to the situation in the instant case. The principle has been approved and adhered to in Awards Nos. 236, 751 and 1844.

So, the claimants having been assigned to the higher rated positions of Second Grade Mail Handlers for more than half of their tour of duty are entitled to the rate of pay of that position for their full tour of eight hours.

**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 employes involved in this dispute are respectively carrier and employes 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

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 1st day of June, 1944.