

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:

(a) The Carrier has violated and continues to violate the rules of our current Agreement when it permits and requires Mr. J. A. Sousa to perform service at San Jose, California, passenger station baggage room, under the classification of Baggage Clerk, rate \$6.00 per day.

(b) Mr. J. A. Sousa and/or his successors be reclassified as Assistant Station Baggage man and paid the established rate for that position, i. e., \$6.35 per day, retroactive to December 1st, 1941, and at the rate of \$6.27 per day for the period October 23rd to and including November 30, 1941. Retroactive date of October 23, 1941 is the date claim was initiated by Division Chairman.

In explanation of the different rates of pay in the period October 23, 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 one cent or total of ten cents per hour effective December 1, 1941.

EMPLOYEES' STATEMENT OF FACTS: As result of Arbitration Award in 1927, and which became effective as of January 1, 1927, there was established for all positions then in existence on Southern Pacific (Pacific Lines) and coming within scope of clerks' Agreement with the Carrier, certain rates of pay, which rates of pay were and are part and parcel of our Agreement with the Carrier, and subject to change only by Agreement between the employes and the Carrier, brought about through orderly and prescribed procedure under the provisions of the Railway Labor Act and our working Agreement with the Carrier.

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

On Page 35 of Coast Division C-21 Final there is shown Position of Assistant Station Baggage man, final rate \$5.15 per day; also position of Baggage Clerk, final rate \$4.80 per day. To both rates have been added since that time, the sum of One Dollar and Twenty Cents (\$1.20) as result of general wage increases, making present rate for Assistant Station Baggage man \$6.35 per day, and for Baggage Clerk \$6.00 per day.

gage clerk, and that there is no basis whatever for the claim that he should have been, since October 23, 1941, classified and rated as assistant station baggageman; therefore, the carrier respectfully submits that the claim in this docket is entirely without merit and should be denied.

OPINION OF BOARD: Under the controlling agreement there is a differential of 35 cents per day in the rate of pay between the position of Baggage Clerk. Prior to December 31, 1935, there had been a position of Assistant Station Baggageman at the old station in San Jose. Prior to February 10, 1933, there had also been a position of Baggage Clerk. The latter position was abolished on that date. The former position was abolished December 31, 1935, when the new station was opened. From that date the work formerly performed by the Station Baggageman and the Assistant Station Baggageman was taken over by a Station Master and Assistant Station Masters.

A position of Baggage Clerk was established January 2, 1936. Claimant Sousa, through the exercise of seniority rights, took over this position February 7, 1941. On October 23, 1941, this claim was initiated in his behalf, by the Division Chairman, to have the position reclassified as that of Assistant Station Baggageman on the ground that:

"During the past year it has become necessary for Mr. Sousa to perform relatively the same duties as were performed by the incumbent of the position of Assistant Station Baggageman."

By agreement of the parties a joint check was made of the work performed by claimant on the position of Baggage Clerk. A detailed statement of his activities on the position is made a part of the record and signed by the Division Chairman and the representative of the carrier who joined in making the check. From this joint check we are convinced that the duties and responsibilities attached to the position of Baggage Clerk are not substantially or relatively the same as those which attached to the position of Assistant Station Baggageman that existed at the old station prior to January 1, 1936. We conclude that the carrier did not violate the agreement in refusing to classify the position held by Claimant as that of Assistant Station Baggageman. In arriving at this conclusion we have given due consideration to Exhibits "E" to "I," inclusive, attached to "Employees' Rebuttal to Carrier's Original Submission."

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 no violation of the agreement has been established.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

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