

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION EMPLOYEES
THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.**

DISPUTE.—" Shall Mr. Harvey LaFrantz, refrigerator inspector, Armourdale yards, Kansas City, Kansas, be paid at the rate of time and one-half time for services performed after the expiration of eight hours on each day from March 20, 1933 to April 19th, 1933 both dates inclusive; and shall be paid at the rate of time and one-half between the hours of 11:00 P. M. and 7 A. M. for work performed on April 20, 21, 22, and 23?"

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

An agreement (bearing effective date of January 1, 1931) exists between the parties governing wages and working conditions of employees therein designated.

It is shown that a Supplemental Memorandum of Agreement was, by Mediation, negotiated between the parties on December 5, 1930, governing wages and working conditions of Icing and Refrigerator Inspectors which agreement, among other things, stipulated that:

" Present assigned rates of pay for present assigned number of hours per day and per month will remain in effect unless changed by agreement between the railroad and employees' representatives. Overtime as per Clerks' agreement will apply for time worked in excess of present assigned hours per day or present assigned days per month."

As of December 5, 1930, it is found that Icing and Refrigerator Inspectors at Armourdale (Kansas City, Kansas) were in fact, assigned as follows:

Location	Protective service, hours per day	Present days per month	Present rate of pay
Armourdale (1 man).....	12 hours.....	Daily.....	\$200.00
Armourdale (1 man).....	12 hours.....	Daily.....	200.00
Armourdale (1 man).....	12 hours.....	Daily.....	167.00
Armourdale (1 man).....	12 hours.....	Daily.....	167.00

No change in assignment as last above described was legalized by negotiation or agreement between the parties until September 10th, 1934, when (by process of negotiation and agreement) there was established one assignment of 24 hours per day and three assignments of 8 hours per day each.

It is not shown that Inspector LaFrantz worked in excess of the agreed upon hours of assignment, and his claim for punitive compensation cannot therefore be sustained.

AWARD

Claims are denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 4th day of March 1935.