

Award No. 1163
Docket No. CL-1253

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

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

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that—

"(a) The Carrier has violated and continues to violate the current agreement by establishing the position of Over Short and Damage Clerk, rate \$4.74 per day (later increased to \$4.98 per day, retroactive to date established) effective October 1st, 1939, in the Local Freight Office at Shreveport, Louisiana, the established rate of pay for positions in this Office doing similar kind and class of work being \$5.84 per day, and

"(b) That the Carrier shall now be required to establish the rate of \$5.84 per day on the additional position established under the title of Over Short and Damage Clerk, retroactive to October 1st, 1939; and to compensate employees for all wage losses suffered as a result of the Carrier's violation of our agreement."

EMPLOYEES' STATEMENT OF FACTS: "On October 1st, 1939 and for many years prior there was in existence in the Kansas City Southern Railway Company's Local Freight Office at Shreveport, Louisiana, several positions designated as 'General Clerk,' rate of pay \$5.84 per day. The position designated Over Short and Damage Clerk is in reality a General Clerk, doing all kinds and classes of general clerical work.

"Effective with October 1st, 1939, the Louisiana and Arkansas Ry. Co. closed their Local Freight Office and Warehouse in Shreveport, Louisiana, and all work formerly done in this Office and Warehouse was taken over by the Kansas City Southern Railway Company.

"A 'Memorandum of Understanding' (copy of which is attached to and made a part of this submission) governing the operation of the coordinated offices and warehouses of the Kansas City Southern Ry. Co. and the Louisiana & Arkansas Ry. Co., effective October 1st, 1939, was signed on September 22nd, 1939, by the representatives of the two interested Carriers and of the Brotherhood.

"Section 3 of this 'Memorandum of Understanding' reads as follows:

"It is understood that the coordinated operation will be under the supervision of the Kansas City Southern, and covered by the agreement between the Brotherhood of Railway Clerks and the Kansas City Southern, except as herein specifically set forth, and as otherwise provided for under the terms of the Washington Agreement; it being understood that the terms and conditions of the Washington Agreement shall apply to all employees affected by this coordination."

12. Steno-Clerk, \$4.61 per day. Rate Proposed, \$5.44 per day.

"The L. & A. rate for Steno-Clerk prior to coordination was \$4.39 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$4.61. The position of Steno-Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of Steno-Clerk.

"The duties of this position are practically unchanged by reason of the coordination and there is no justification for increasing the rate of pay.

13. O. S. & D. Clerk, \$4.98 per day. Rate Proposed, \$5.84 per day.

"The L. & A. rate for O. S. & D. Clerk prior to coordination was \$4.74 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$4.98. The position of O. S. & D. Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of O. S. & D. Clerk.

"General Chairman Moore in the tabulation accompanying his letter of October 22, 1939, claimed the rate should be \$5.44 per day. At no time since then has he contended for the \$5.84 rate now claimed.

14. Switching Clerk, \$5.50 per day. Rate Proposed, \$5.84 per day.

"The L. & A. rate for Switching Clerk prior to coordination was \$5.24 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$5.50. The position of Switching Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of Switching Clerk.

"There has been little or no change in the duties of this position and there can be no reasonable justification for increasing the rate of pay.

"As to each and every one of the claims, the Carrier contends that the National Railroad Adjustment Board is without jurisdiction for reasons hereinbefore set forth."

There is in evidence an agreement between the parties bearing effective date of June 16, 1937.

OPINION OF BOARD: This case is governed by the Opinion in CL-1241, Award No. 1151, and is disposed of accordingly.

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 the current agreement was not violated.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of July, 1940.