

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Bruce Blake, 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 Employes on the Missouri Pacific Railroad Company, that the Carrier violated the Clerks' Agreement;

1. When it required or permitted, and continued to require or permit a contract drayman and his helpers, or other outsiders, none of whom are railroad employes, nor do they hold seniority rights under the provisions of the clerks' agreement on the Missouri Pacific Railroad Company, to come into the freighthouse at Little Rock, Ark. and perform clerical work, such as checking, receiving and delivering of freight and work of handling freight (trucker's work) all of which clerical work and handling of freight (trucker's work) is covered by the scope and operation of the clerks' agreement and was performed by employes classified, listed and rated pursuant to agreement provisions for many years.

2. That the two senior qualified clerks listed on the Arkansas Division Station and Yards Seniority Roster be compensated for wage loss sustained based upon the rate of \$5.54 per day, less amounts earned in other employment, if any, for each day, except Sundays and holidays, effective as of November 1st, 1940.

3. That Truckers—L. Williams, seniority date 8-10-25
G. Daniels, " " 8-13-25
G. Collier, " " 9-17-26
L. Curran, " " 10-26-28

as listed upon the Arkansas Division Station and Yards Class Three Seniority Roster, be compensated for wage loss sustained, less amounts earned in other employment, if any, or in 'extra or relief' work for the Missouri Pacific Railroad Company, for each day effective November 1st, 1940."

EMPLOYES' STATEMENT OF FACTS: "The station force employed in the Little Rock Warehouse subject to the scope and operation of the clerks' agreement on November 1st, 1928, August 1st, 1937 and November 1st, 1940, was as follows:

and/or understanding thereon contained in the agreement of August 1, 1926, hence the Employees' case that they have submitted to the Board in ex parte form is not properly before the Board. The Board's function is limited to handling of disputes between the Employees and a Carrier growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions, whereas, this 'dispute' grows out of a request of the Employees for a rule that would deny to the railroad's patrons a long established practice of permitting them to receive and deliver their freight at the Railroad Company's freight station except at the tail gate of the vehicle of the patron or that of a contractor with whom the Carrier has consummated an agreement for the pick-up and delivery of freight, trucking operations between the railroad's freight house and the consignees' or consignors' places of business."

OPINION OF BOARD: In no essential respect are the facts in this case different from those in Docket CL-1606, Award 1647. This dispute simply involves another station and different employees. What was said in the Opinion in that case may be said with equal force here.

The Carrier is ordered to make reparation to the employees affected by its violation of the agreement from November 1, 1940.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice and 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 carrier has violated the agreement.

AWARD

Claim sustained as indicated.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 9th day of December, 1941.