

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: *Claim of the System Committee of the Brotherhood that:*

CLAIM I

A. The Carrier violated the terms of the currently effective Agreement between the parties when on December 8, 9, 15, 22, and 23, 1955 it used an employe, who holds no seniority or other rights under the Clerks' Agreement to perform extra work to which an employe covered by the Agreement was entitled to perform on overtime by reason of his seniority.

B. Oby W. Jones, Stowman, now be allowed eight hours at overtime rate for each date December 8, 9, 15, 22, and 23, 1955, account this violation.

CLAIM II

A. The Carrier violated the terms of the currently effective Agreement between the parties when on December 10 and 11, 1955, it used an employe junior to the claimant to perform extra work on rest days of claimant at a time when claimant was available.

B. J. C. Williams, now be allowed one day's pay at time and one-half on December 10 and 11, 1955, account this violation.

CLAIM III

A. The Carrier violated the terms of the currently effective Agreement when on various dates shown in Part B of this claim, it used employes outside the hours of their regular assignment and on rest days to perform work and refused to pay them the overtime rate for work performed.

B. Oby W. Jones, Stowman, now be paid the difference between pro-rata time and time and one-half for eight hours December 16 and four and one-half hours December 17 for service performed outside his assigned hours.

W. L. Curtis, Check Clerk, now be paid the difference between pro-rata rate and time and one-half for eight hours each, December 16, 17, 18, 23, 24, six hours each December 20 and 21, and seven hours December 22, for service performed outside his assigned hours and on his rest days which were December 17, 18, and 24, 1955.

L. H. Ligon, Trucker, now be paid the difference between pro-rata rate and time and one-half for eight hours December 17, six hours December 18, four and one-half hours December 20, and four hours December 21, for service performed outside the hours of his assignment and on rest days which were December 17 and 18, 1955.

G. W. Kingcade, Trucker, now be paid the difference between pro-rata rate and time and one-half for eight hours each December 10, 11, 17, and 18, for service performed on his rest days on his regular assignment.

R. B. Bigger, Trucker, now be paid the difference between pro-rata rate and time and one-half for eight hours each December 17 and 18, and four hours December 19, for service performed outside his assigned hours and on his rest days which were December 17 and 18, 1955.

J. T. Maloy, Stowman, now be paid the difference between pro-rata rate and time and one-half for nine hours December 17, for service performed on his rest day.

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;

That the dispute was certified to the Third Division of the Adjustment Board ex parte by complainant party; and

That hearing thereon has been held and concluded. Under date of June 24, 1957, the parties jointly addressed a formal communication to the Secretary of the Third Division, requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of July, 1957.