

Award No. 1152
Docket No. CL-1242

**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 on October 1st, 1939, the following additional positions in the Shreveport, La. Warehouse:

One (1) Caller,	rate 30 cents per hour,
One (1) Stowman,	rate 30 cents per hour,
Three (3) Truckers,	rate 30 cents per hour;

the established rates of pay for similar positions being—

Caller,	49 cents per hour,
Stowman,	49 cents per hour,
Truckers,	47 cents per hour,

therefore,

"(b) The Carrier shall now be required to establish the rates as listed above on these additional positions; and to compensate all employes 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 has existed in the Kansas City Southern Ry. Company's Warehouse at Shreveport, Louisiana, the following positions:

Caller,	rate 49 cents per hour,
Stowman,	rate 49 cents per hour,
Truckers,	rate 47 cents per hour.

"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 Ry. Co.

"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 Louis-

"There has been no change in the work of this position that would justify an increase in the rate of pay.

11. Check Clerk, \$4.94 per day. Rate proposed, \$5.45 per day.

"The L. & A. rate for Check Clerk prior to coordination was \$4.70 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$4.94. The position of Check Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of Check Clerk.

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

"General Chairman Moore in the tabulation accompanying his letter of October 22, 1939, stated the rate should be \$5.69 per day.

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.